



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, August 10, 2021 at 6:30 p.m.

SOUTH GATE COUNCIL CHAMBERS OR TELECONFERENCE

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

MEETING ID: 874 4653 5174

<https://us02web.zoom.us/j/87446535174>

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

| | |
|-----------------------------|---|
| CALL TO ORDER | Al Rios, Mayor |
| INVOCATION | Pastor Martha Moscoso, Faith and Hope Lutheran Church |
| PLEDGE OF ALLEGIANCE | Darren Arakawa, Acting Police Chief |
| ROLL CALL | Carmen Avalos, City Clerk |

II. City Officials

MAYOR

Al Rios

CITY CLERK

Carmen Avalos

VICE MAYOR

Maria del Pilar Avalos

CITY TREASURER

Gregory Martinez

COUNCIL MEMBERS

Maria Davila

Denise Diaz

INTERIM CITY MANAGER

Chris Jeffers

III. Meeting Compensation Disclosure

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

IV. Public Hearings

1. Edward Byrne Memorial Justice Assistance Grant Fund For \$48,344 For Purchase Of Equipment Of Sworn Personnel

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

- a. Accepting and authorizing in the Fiscal Year 2021/22 annual budget the Edward Byrne Memorial Justice Assistance Grant Funds in the amount of \$48,344 for the purchase of equipment for sworn personnel.

Documents:

[ITEM 1 REPORT 08102021.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, 8, and 9** 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. Resolution Extending The Local Emergency As A Result Of The Ongoing Coronavirus Disease 2019 Pandemic

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

Documents:

[ITEM 2 REPORT 08102021.PDF](#)

3. Resolution Designating Voting Delegates For The 2021 League Of California Cities Annual Conference And Expo

The City Council will consider adopting a **Resolution** _____ designating Vice Mayor Maria del Pilar Avalos as the voting delegate and Council Member Denise Diaz as the City's alternate voting delegate during the 2021 League of California Cities Annual Conference and Expo on September 22- 24, 2021. (CM)

Documents:

[ITEM 3 REPORT 08102021.PDF](#)

4. Resolution Correcting, Approving And Adopting Salary And Benefits For Executive Management Contract Employees Hired After July 1, 2021

The City Council will consider adopting a corrected compensation and benefits schedule for Executive Management Contract Employees hired after July 1, 2021. (ADMIN)

Documents:

[ITEM 4 REPORT 08102021.PDF](#)

5. Amendment No. 2 To Contract No. 2787 With Randall Davis For Deferred Structured Payment Of Accruals

The City Council will consider: (CM)

- a. Approving Amendment No. 2 to the Employment Agreement between the City and Randall Davis, Police Chief, consistent with direction previously given by the City Council to city negotiators for a structured deferred payment of accrued and vested leave after employee's separation from the City of South Gate.
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 5 REPORT 08102021.PDF](#)

6. Amendment No. 4 To Contract No. 3035 With Icon Enterprises, Inc., DBA CivicPlus, To Extend Website Maintenance Services

The City Council will consider: (ADMIN)

- a. Approving **Amendment No. 4 to Contract No. 3035** with CivicPlus, formerly Icon Enterprises, INC, a Kansas Limited Liability Company, extending website maintenance support services through February 28, 2022, in an amount not-to-exceed \$5,146; and
- b. Authorizing the Mayor to execute Amendment No. 4 to Contract No. 3035 in a form acceptable to the City Attorney.

Documents:

[ITEM 6 REPORT 08102021.PDF](#)

7. Amendment No. 1 To Contract No. 2020-09-CC With W.A. Rasic Construction Company, Inc. For On-Call Emergency Repairs To The Municipal Water & Sanitary Sewer Systems

The City Council will consider: (PW)

- a. Approving **Amendment No. 1 to Contract No. 2020-09-CC** with W. A. Rasic Construction Company, Inc. to fully fund emergency repairs that were performed on the municipal water and sanitary sewer

systems, for a not-to-exceed amount of \$189,000;

b. Appropriating \$141,000 to Account No. 412-732-61-6101 (Professional Services Account) from the unassigned Water Fund and \$48,000 to Account No. 412-732-52-6101 (Professional Service Account) from the unassigned Sewer Fund to fund Amendment No. 1 to Contract No. 2020-09-CC; and

c. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2020-09-CC in a form acceptable to the City Attorney.

Documents:

[ITEM 7 REPORT 08102021.PDF](#)

8. Amendment No. 5 To Contact No. 3340 With SAFNA Engineering & Consulting To Extend Project Management Services

The City Council will consider: (PW)

a. Approving **Amendment No. 5 to Contract No. 3340** with SAFNA Engineering & Consulting, a Division of SAFNA, to continue engineering services for support on water capital projects and water operations, on a month-to-month basis, through August 10, 2022, in an amount not to exceed \$248,000;

b. Appropriating \$248,000 in Water Funds from the unassigned water fund reserves to Account No. 411-731-52-6101 (Professional Service Account) to fund Amendment No. 5; and

c. Authorizing the Mayor to execute Amendment No. 5 in a form acceptable to the City Attorney.

Documents:

[ITEM 8 REPORT 08102021.PDF](#)

9. Minutes

The City Council will consider: (CLERK)

a. Approving the Special Meeting minutes of June 23, 2021;

b. Approving the Special Meeting minutes of June 29, 2021;

c. Approving the Special Meeting and Regular Meeting minutes of July 13, 2021; and

d. Approving the Special Meeting minutes of July 27, 2021

Documents:

[ITEM 9 REPORT 08102021.PDF](#)

VIII. Reports, Recommendations And Requests

10. Discussion Regarding Practice And Playing Space For The South Gate Aztecs Youth Football Program

The City Council will discuss and provide direction regarding practice and playing space for the South Gate Aztecs Youth Football Program. (PARKS)

Documents:

[ITEM 10 REPORT 08102021.PDF](#)

11. Agreement With Open Cities, Inc. For Website Creation And Hosting Services

The City Council will consider: (ADMIN)

- a. Appropriating \$75,250 from the unrestricted fund balance in the American Rescue Plan Account Number 268-310-12-9006; and
- b. Approving an **agreement (Contract No. _____)** with Open Cities, Inc., to develop and host the City's new website for a five-year term; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 11 REPORT 08102021.PDF](#)

12. Receive And File Regional Water Quality Control Board's New Municipal Separate Storm Sewer System (MS4) Permit

The City Council will consider receiving and filing a presentation from John Hunter & Associates on the Municipal Separate Storm Sewer System Permit adopted by the Los Angeles Regional Water Quality Control Board on July 23, 2021. (PW)

Documents:

[ITEM 12 REPORT 08102021.PDF](#)

13. Warrants

The City Council will consider: (ADMIN SVCS)

- a. Approving Check No. 92718 from June 8, 2021; and
- b. Approving the Warrant Register for August 10, 2021

Total of Checks : \$6,840,486.71
Voids: \$ (65,233.62)
Total of Payroll Deductions \$ (336,801.99)
Grand Total: \$6,438,451.10

Cancellations: 93058, 93485

Documents:

[ITEM 13A REPORT 08102021.PDF](#)
[ITEM 13B REPORT 08102021.PDF](#)

IX. Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted August 4, 2021 at 6:04 p.m. as required by law.

Carmen Avalos, CMC

City Clerk

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

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

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

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

AUG 03 2021

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 10, 2021

Originating Department: Police

Acting Chief of Police: *Darren Arakawa* Interim City Manager: *Chris Jeffers*
Darren Arakawa Chris Jeffers

SUBJECT: PROPOSED USE OF FY2021/22 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS

PURPOSE: To conduct public hearing, accept and appropriate the Edward Byrne Memorial Justice Assistance Grant (JAG) funds in the amount of \$48,344 for the purchase of equipment for sworn personnel.

RECOMMENDED ACTIONS: Following the conclusion of a public hearing, the City Council will consider:

- a. Accepting and authorizing in the FY2021/22 annual budget the Edward Byrne Memorial Justice Assistance Grant Funds in the amount of \$48,344 for the purchase of equipment for sworn personnel.

FISCAL IMPACT: There is no fiscal impact to the General Fund and no requirement by the City to match these grant funds. The total amount of funding that is allocated to the City for Fiscal Year 2021/22 is \$48,344 and is included in the Police Department budget.

PUBLIC NOTICE: A legal notice was published in the *Los Angeles Wave* newspaper on July 22, 2021.

ANALYSIS: None.

BACKGROUND: The public hearing meets the requirements of Executive Order 12372 Intergovernmental review of federal programs. The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

This year's earmarked allocation to the South Gate Police Department is \$48,344. These funds can only be used for law enforcement purposes.

The City of South Gate Police Department intends to use a majority of the funds from this grant to supplement the full cost of purchasing and equipping all sworn officers with body worn cameras in Fiscal Year 2021/22. Of the \$48,344 grant award, \$46,894 is being used for the equipment and related accessories and \$1,450 will be used for the mandatory 3% grant requirement for the National Incident Based Reporting System allocation.

The City Council has allocated a total of \$119,573 from JAG grant awards in FY 19-20 (\$40,970) and FY 20-21 (\$78,603). Should the City Council approve the \$46,894 for Fiscal Year 2021-22, the total amount of JAG funds budgeted will be \$166,467 for body worn cameras. Should the bid prices from vendors for the cameras exceed the \$166,467, the Department intends to request the use of Asset Forfeiture funds to cover the difference.

It is anticipated that the recommendation for the body camera program vendor will be brought before the City Council in early September 2021 for approval. The full deployment of the body cameras for sworn officers is anticipated to occur within 60-90 days thereafter.

ATTACHMENTS: A. Police Department's Staff Report
B Notice of Public Hearing

South Gate Police Department
Administrative Division
Staff Report



To: Captain Darren Arakawa
From: Sergeant Sam Brown
Date: Wednesday, July 28, 2021
Re: 2021/2022 Edward Byrne Memorial Justice Grant Funds

RECOMMENDED ACTIONS:

Authorize the utilization of 2021 Edward Byrne Memorial Justice Assistance Grant Funds, in the amount of \$48,344 for the purchase of Body Worn Camera equipment for sworn personnel.

- a. Adjust the Fiscal Year 2021/22 revenue in Account Number 231-4620 (Law Enforcement Grants - Edward Byrne Memorial Grant) to \$48,344; and
- b. Amend the Fiscal Year 2021/22 Law Enforcement Grants Fund Budget by appropriating \$46,894 to Account Number 231-554-21-6204 (Law Enforcement Grants – Edward Byrne – Small Tools & Equipment) for the purchase of Body Worn Camera Equipment; and \$1,450 to Account Number 231-554-21-6340 (Law Enforcement Grants – Edward Byrne – Departmental Training) for the mandatory required 3% National Incident Based Reporting System allocation for the Police Department.

FISCAL IMPACT: There is no fiscal impact to the General Fund and no requirement by the City to match these grant funds. The total amount of funding that is allocated to the City for Fiscal Year 2021/22 is \$48,344.

BACKGROUND: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures. This year's earmarked allocation to the South Gate Police Department is \$48,344. These funds can only be used for law enforcement purposes.

The City of South Gate Police Department will equip sworn officers with body worn cameras in Fiscal Year 2021/22 with \$46,894 being used for the equipment and related accessories and \$1,450 to be used for the mandatory 3% grant requirement for the National Incident Based Reporting System allocation.

BODY WORN CAMERA PROJECT GOALS:

The project goals are to fund the costs associated with implementing a body worn camera program. The South Gate Police Department is committed to a partnership with our business and residential community to provide the highest level of service based on trust and transparency. Recent nationwide events involving police use of force have generated calls for law enforcement officers to wear body-worn cameras (BWCs). This video footage will serve as another layer of transparency and provide unparalleled public accountability by providing a more detailed and accurate account of the events. In terms of evidence collection, the cameras will provide an invaluable record of statements, physical evidence, and the timeline of events during crimes in progress and other critical incidents. The capture and recording of these critical incidents and police related encounters will serve to further strengthen our relationship with the community through increased trust and confidence.

All items budgeted for this program and necessary and reasonable for the implementation of a Body Worn Camera project. The funds from the local JAG grants will help offset these costs.

BUDGET:

Estimated 5-year expense to outfit 85 officers with BWC including all services is approximately \$640,000.

| | |
|---|------------------|
| Estimated year 1 costs: | \$200,000 |
| 2021/2022 Local Jag Grant funds available for BWC project | \$46,894 |
| 2020/2021 Local Jag Grant funds available for BWC project | \$40,970 |
| 2020 Coronavirus Emergency Jag Grant funds | \$78,603 |
| Total Grant Funding | \$166,467 |

Additional Funding

South Gate PD Asset Forfeiture Funding: \$40,000 to \$50,000

It is anticipated that recommendation for the Body Camera Program vendor be brought back to City Council in early September 2021 for approval. The full deployment for the Body Cameras for sworn officers are anticipated to occur within 60 days thereafter.

SOUTH GATE PRESS

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90015
Telephone (323) 556-5720 / Fax (213) 834-0584

This space for filing stamp only

Office of the
South Gate City Clerk

JUL 26 2021

FILED

Carmen Avalos, City Clerk
CITY OF SOUTH GATE /CITY CLERK
8650 CALIFORNIA AVE
SOUTH GATE, CA - 90280

PRE #: 3492452

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
2021 JAG Grant

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SOUTH GATE PRESS, a newspaper published in the English language in the city of SOUTH GATE, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/19/1929, Case No. 273415. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

07/22/2021

Executed on: 07/22/2021
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



* A 0 0 0 0 0 5 7 8 1 8 6 1 *

Email

**CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING**
NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of discussing and considering the use of the FY 21-22 U.S. Department of Justice-Bureau of Justice Assistance Local JAG Program.
The U.S. Department of Justice-Bureau of Justice Assistance Local JAG Program award to the South Gate Police Department is in the amount of \$48,344. A copy of the City Council Agenda Bill with the budget and summary report of the program may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is scheduled for:
DATE: TUESDAY, August 10, 2021
TIME: 6:30 P.M.
LOCATION: Members of the public wishing to observe the meeting may join through a Call in Conference. For the updated Dial-in Number and Conference Code for the August 10th City Council meeting please visit the City's website at www.cityofsouthgate.org/AgendaCenter OR attend in person in Council Chambers, 8650 California Avenue, South Gate, California
NOTICE IS HEREBY GIVEN that any and all persons interested in the matter hereinabove set forth the privilege to attend said hearing and then and there testify or present evidence upon any matter relating thereto.
THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated this 22nd day of July 2021.
/s/Carmen Avalos, City Clerk
7/22/21
PRE-3492452#
SOUTH GATE PRESS

JUL 15 2021

FILED

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

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of discussing and considering the use of the FY 21-22 U.S. Department of Justice-Bureau of Justice Assistance Local JAG Program.

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

THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated this 22nd day of July 2021.


Carmen Avalos, City Clerk

Publication date: July 22, 2021

AUG 02 2021
2:00pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **August 10, 2021**
Originating Department: **City Manager's Office**

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

SUBJECT: RESOLUTION EXTENDING THE LOCAL EMERGENCY AS A RESULT OF THE ONGOING CORONAVIRUS DISEASE 2019 PANDEMIC

PURPOSE: To extend the Local Emergency due to the ongoing Coronavirus Disease 2019 (COVID-19) Pandemic.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution extending the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 Pandemic.

FISCAL IMPACT: None.

ANALYSIS: On June 22, 2021, the City Council adopted Resolution No. 2021-28-CC, extending the Local Emergency within the City because of the ongoing COVID-19 Pandemic. It is time once again for the City Council to review the need to continue the state of emergency. Although Governor Gavin Newsom lifted the Stay-at-Home Order on June 15, 2021, to allow California to completely reopen, the State of California has left in place their State of Emergency order until at least September 1, 2021. As the "Delta" Variant (Delta is the name for the B.1.617.2. variant, a SARS-CoV-2 mutation that originally surfaced in India) continues to rise among unvaccinated individuals causing revisions to both County and CDC recommendations concerning safety protocols.

Interim Director of Emergency Services recommends continuing the Local Emergency until the State of California rescinds their guiding emergency declarations or they expire under the terms the Governor has previously stated. The City Council may terminate the Local Emergency at any time, however, the City would continue to be subject to the State's declarations where applicable.

BACKGROUND: On June 11, 2021, with nearly 40 million vaccines administered and among the lowest COVID-19 case rates in the nation, Governor Gavin Newsom announced the Stay-at-Home Order would be lifted on June 15, 2021, to allow California to reopen. Effective June 15, 2021, the face covering mandate (unless unvaccinated or immunocompromised persons), required physical distancing restrictions, capacity limits and the county color-coded tier system ended.

In South Gate, the percent of 16+ year old residents shows that approximately 67.4% have received at least their first vaccination shot, compared to a Los Angeles County average of 70.7% and the percent of 65+ year old residents shows that 96.1% have received at least their first vaccination shot, compared to a County average of 88.8%.

City staff continues to be in contact with the CDC and the Los Angeles County Department of Public Health for updates on the spread of the COVID-19 virus and the Delta Variant. We will continue to update the City’s website providing essential COVID-19 information and hyperlinks to the Los Angeles County Department of Public Health, CDC, and Governor Newsom’s Executive Orders. City updates and information regarding the drive-thru COVID-19 testing site at South Gate Park, as well as, many other resources are readily accessible on the homepage of the City’s website titled, “COVID-19 Information” under “Featured Links.”

Additionally, we will continue to monitor Governor Gavin Newsom’s Executive Orders and any related orders issued by the County of Los Angeles Department of Public Health and will modify our policies and procedures accordingly.

ATTACHMENT: Proposed Resolution

RESOLUTION NO.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, EXTENDING THE LOCAL EMERGENCY WITHIN THE CITY
AS A RESULT OF THE ONGOING CORONAVIRUS DISEASE 2019 PANDEMIC**

WHEREAS, on June 15, 2021, Los Angeles County followed the State of California guidelines and allowed businesses and outdoor events to fully operate with the requirement that individuals fully vaccinated could choose to wear a face covering and unvaccinated individuals would be required to still wear a face covering;

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 2021-28-CC, extending the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 (“COVID-19”) Pandemic, and Resolution No. 2020-07-CC first declared the Local Emergency on March 24, 2020, which has been extended continuously since then;

WHEREAS, effective June 15, 2021, the face covering mandate (unless unvaccinated or immunocompromised persons), physical distancing restrictions, capacity limits and the county color-coded tier system ended;

WHEREAS, in South Gate 67 % of 16+ year old residents have received at least their first vaccination shot, compared to a Los Angeles County average of 70.7% and 96% of 65+ year old residents have received at least their first vaccination shot, compared to a county average of 88.5%; and

WHEREAS, until the State of California rescinds its guiding emergency declarations, or they expire, it remains in the interest of public health and safety to continue with the Local Emergency.

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

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

SECTION 2. After duly considering all the information presented by the Interim Director of Emergency Services/Interim City Manager, the City Council does hereby continue to find and resolve that there is still a need to extend the Local Emergency within the City as a result of the ongoing COVID-19 Pandemic.

SECTION 3. The City Council does hereby declare and reaffirm:

1. A Local Emergency continues to exist throughout the City.
2. During the existence of said Local Emergency, the powers, functions, and duties of the emergency organization of the City shall be those prescribed by state law and by ordinances and resolutions of the City, as approved by the City Council.
3. During the existence of said Local Emergency, the City shall follow and impose all directives, mandates, executive orders, and any other emergency-related restrictions issued by the State of California and/or the County of Los Angeles, including all social distancing recommendations.
4. Should he deem it necessary, the Director of Emergency Services is authorized to direct the immediate closure of City facilities (including City Hall) during normal business hours.
5. The Director of Emergency Services' purchasing authority limitation lifted to authorize the spending of all funds during the effective term of this emergency to meet the needs of addressing the COVID-19 State of Emergency. The Director of Emergency Services shall cause a report on expenditures to be submitted to the City Council within 10 business days after the end of each month.
6. The normal City goods and service procurement requests and purchase practices, including bidding requirements, are stayed during this period of emergency.
7. Purchases of items that are not budgeted are authorized to be purchased to respond during this period of emergency.
8. All City officers and employees are authorized to take steps requested by the Director of Emergency Services to qualify for reimbursement by the Federal Emergency Management Agency and other state and federal relief programs for expenses incurred by the City in addressing this emergency.
9. Other actions deemed necessary by the Director of Emergency Services to reasonably respond to the emergency and to effectively serve the community within the City.
10. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of South Gate, or the State of California ceases their declaration of emergency relating to COVID-19, whichever is sooner.

[Remainder of page left blank intentionally.]

11. City staff will continue to monitor Governor Gavin Newsom's Executive Orders, and any related orders issued by the County of Los Angeles Department of Public Health, and will modify the City's policies and procedures accordingly, and
12. This Resolution shall terminate on its own accord upon the expiration of the Governor's State of Emergency Order, or as may be determine by the City Council, whichever occurs first. As required by law, the City Council shall review the need to continue the State of Emergency mandate every sixty (60) days, at a minimum, until this Resolution is terminated.

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

PASSED, APPROVED and ADOPTED this 10th day of August 2021.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

CITY MANAGER'S OFFICE

AUG 02 2021

2:00pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of August 10, 2021

Originating Department: City Manager's Office

Management Analyst: M. R. Z. Interim City Manager: C
Marina Urias Chris Jeffers

SUBJECT: DESIGNATION OF VOTING DELEGATES FOR THE 2021 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

PURPOSE: To designate Vice Mayor Maria del Pilar Avalos as the voting delegate and Council Member Denise Diaz as the alternate voting delegate at the 2021 League of California Cities (League) Annual Conference.

RECOMMENDED ACTION: Adopt Resolution designating Vice Mayor Maria del Pilar Avalos as the voting delegate and Council Member Denise Diaz as the City's alternate voting delegate during the 2021 League of California Cities Annual Conference and Expo on September 22 -24, 2021.

FISCAL IMPACT: None.

ANALYSIS: An important part of the Annual Conference is the Annual Business Meeting/General Assembly where membership considers and acts on resolutions that establish Cal Cities policy. These resolutions guide cities and the League in their efforts to improve the quality, responsiveness and vitality of local government in California. Each Member City has the right to cast one vote on matters pertaining to League policy.

BACKGROUND: Every year, the League requires that the City Council designate voting delegates to vote and take action during the Annual Conference and Expo. The proposed Resolution designates Vice Mayor Maria del Pilar Avalos as the voting delegate and Council Member Denise Diaz as the alternate voting delegate.

ATTACHMENT: Proposed Resolution

RESOLUTION NO.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, DESIGNATING VICE MAYOR MARIA DEL PILAR
AVALOS TO SERVE AS THE CITY'S VOTING DELEGATE AND
COUNCIL MEMBER DENISE DIAZ AS THE CITY'S ALTERNATE VOTING
DELEGATE DURING THE 2021 LEAGUE OF CALIFORNIA CITIES
ANNUAL BUSINESS MEETING/GENERAL ASSEMBLY ON
SEPTEMBER 22 – 24, 2021**

WHEREAS, the League of California Cities ("League") Annual Conference is scheduled to take place September 22 through 24, 2021; and

WHEREAS, every year, the League requires that the City Council designate voting delegates to vote and take action during the Annual Business Meeting/General Assembly which will be held on September 24, 2021; and

WHEREAS, consistent with League bylaws, a City's voting delegate must be designated by name by City Council action; and

WHEREAS, during its regularly scheduled City Council meeting of August 10, 2021, the City Council appointed the City's voting delegate and alternate voting delegate to the League's Annual Business Meeting/General Assembly;

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby designates Vice Mayor Maria del Pilar Avalos as the official voting delegate and Council Member Denise Diaz as the official alternate voting delegate at the League of California Cities Annual Business Meeting/General Assembly on September 24, 2021.

[Remainder of page left blank intentionally]

SECTION 2. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

SECTION 3. Staff is hereby directed to submit a certified copy of this Resolution with the voting delegate/alternate form to the League of California Cities by its deadline of September 15, 2021.

PASSED, APPROVED and ADOPTED this 10th day of August, 2021.

CITY OF SOUTH GATE:

BY: _____
Al Rios, Mayor

ATTESTED:

BY: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

BY:  _____
Raul F. Salinas, City Attorney

year to year, to a fixed dollar amount; reducing various leave payouts and stopping the payout of unused sick time upon retirement.

These new benefits will still keep the City competitive in the labor market while saving significant costs in the future.

ATTACHMENT: Proposed Resolution

RESOLUTION NO.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, CORRECTING, APPROVING AND ADOPTING COMPENSATION
TABLES AND BENEFITS FOR EXECUTIVE MANAGEMENT CONTRACT
EMPLOYEES HIRED AFTER JULY 1, 2021**

WHEREAS, Section 36506 of the California Government Code requires that a city council fix the compensation of all appointive offices and employees by resolution or ordinance;

WHEREAS, the City Manager of the City of South Gate (“CITY”) has authority to appoint, promote, discipline, demote and remove any offices and employees of the City except the City Clerk, City Treasurer and City Attorney, pursuant to South Gate Municipal Code Section 1.06.060 (Power and Duties), of Chapter 106 (City Manager), of Title 1 (Administrative and Personnel);

WHEREAS, the City currently has unclassified Executive Management Contract Employee classifications, excluding the City Manager, that include the Police Chief, Assistant City Manager/Director of Public Works, Director of Public Works/City Engineer, Director of Community Development, Director of Parks and Recreation, Director of Administrative Services and Field Operations Manager (collectively, “Executive Management Contract Employees”) which are exempt under the Fair Labor Standards Act (“FLSA”) and are considered “at-will”;

WHEREAS, at its June 22, 2021 meeting, the City Council approved a revised compensation and benefits schedule for Executive Management Contract Employees hired after July 1, 2021, which reflected incorrect salary tables for current employees;

WHEREAS, the City wishes to correct its approval of those compensation and benefit schedules to reflect officially adopted tables that the City Council previously adopted in 2019 for current Executive Management Contract Employees;

WHEREAS, the attached Exhibit A is restated as adopted on June 22, 2021, and Exhibit B states the true and correct tables for existing Executive Management Contract Employees; and

WHEREAS, there is no fiscal impact caused by this correction.

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

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

SECTION 2. The City Council does hereby approve and adopt Exhibit “A”, titled Executive Management Contract Employees Benefit Schedule, incorporated herein by reference, which will cover any new Executive Management Contract Employee hired after July 21, 2021.

SECTION 3. The City Council does hereby approve and adopt Exhibit “B”, titled Monthly Salary Schedule of Executive Management Contract Employees, incorporated herein by reference, which corrects the previously adopted version on June 22, 2021, which contained incorrect data.

SECTION 4. Nothing in this Resolution shall be considered to effect, change or alter any previously adopted or approved salary and benefits bestowed upon an existing member of the Executive Management Contract Employees group hired before July 1, 2021.

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

PASSED, APPROVED and ADOPTED this 10th day of August 2021.

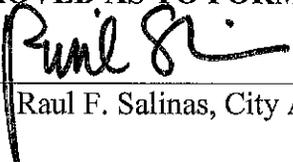
CITY OF SOUTH GATE

By: _____
AL Rios, Mayor

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

City of South Gate
Executive Management Contract Employees Benefit Schedule
(Applicable to Employees Hired After July 1, 2021)

- A. **Applicability.** This Schedule sets forth the benefits levels for Executive Management Contract Employees (which excludes the City Manager whose terms of wages, benefits, hours and working conditions are separately determined by City Council Resolution and contract) who are appointed by the City Manager after July 1, 2021. Executive Management Contract Employees includes the following classifications: Police Chief, Assistant City Manager/ Director of Public Works, Director of Public Works/ City Engineer, Director of Community Development, Director of Parks & Recreation, Director of Administrative Services, and Field Operations Manager.
- B. **City Manager Authorized to Execute Employment Agreements.** The City Manager shall be authorized to execute an employment agreement with any Executive Management Contract Employee hired on or after July 1, 2021 with benefits not to exceed those set forth herein. In the event the City Manager desires to exceed any of the parameters set forth herein, City Council authorization shall be required. The City shall not reduce any benefit level contained herein once incorporated into an employee's employment contract, unless both parties voluntarily agree to those changes.
- C. **Current Agreement Terms and Conditions Remain In Effect.** Executive Management Contract Employees with an existing employment contract with the City as of July 21, 2021 are entitled only to the level of salary and benefits contained in their respective contracts, and the terms and conditions of their employment shall be governed by the employment contract rather than this resolution.
- D. **Miscellaneous Terms and Conditions.**
1. **Workweek and Hours.** Executive Management Contract Employees are expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. The proper performance of duties will require Executive Management Contract Employees to generally observe normal business hours (currently 7:00 a.m. to 6:00 p.m., Monday through Thursday, including a standard one-hour lunch period), as set by the City and as may be duly revised from time-to-time by the City, and will also often require the performance of necessary services outside of normal business hours.
 2. **At-Will Employment.** The employment of Executive Management Contract Employees with the City is "at-will," and Executive Management Contract Employees serve at the pleasure of the City Manager pursuant to Section 1.06.060(C) of the South Gate Municipal Code. As such, the City Manager may terminate a Department Director's employment at any time, with or without cause and with or without advance notice.

3. Exempt Status. Employees subject to this resolution are considered to be "exempt" employees within the definition of the Fair Labor Standards Act ("FLSA"), and shall not receive overtime compensation for time worked outside of the regular work schedule.
4. Exclusion from Civil Service Rules and Regulations. Executive Management Contract Employees are excluded from the City's civil service rules and regulations pursuant to Section 1.24.105 of the South Gate Municipal Code.

E. Benefits. The benefits for Executive Management Contract Employees shall be as set forth below. The benefits contained in this Exhibit shall not be altered, changed or eliminated without an amending Resolution or change in State/federal law which requires such action.

1. Social Security – No contributions are paid by the City or employee into Social Security.
2. Medicare Withholding– 1.45% of salary paid by City and 1.45% employee for a total of 2.9% (for employees hired after 4/1/1986).
3. CalPERS Pension- Executive Management Contract Employees will be provided with California Public Employees' Retirement System ("CalPERS") pension benefits consistent with the City's contract with CalPERS, with benefits differing depending on whether the employee is a "classic member" or "new member" as defined by the Public Employee's Pension Reform Act ("PEPRA"). The City will pay the Employer contribution of pension cost and the employee shall pay the Employee contribution of pension costs consistent with CalPERS requirements. The City's CalPERS contract provides for 1959 Survivor Benefit Level 4 and sick leave credit, such that sick leave is converted to service credit upon retirement from the City within four months of employment separation subject to current CalPERS regulations.
4. Medical Insurance – The City provides health coverage through the CalPERS Health Program. All new Executive Management Contract Employees will receive up to \$1,000 + 1.00% of salary monthly towards mandatory health and dental coverage, which includes the required CalPERS monthly contribution. Employees may receive non used/required benefit amount in cash upon submittal of waiver and proof of enrollment in an alternative group health plan and annually each year after. However, cash out may not be more than \$600 per month.
5. Retire Medical Plan contribution --The City shall only pay the required CalPERS monthly contribution towards CalPERS health plans, which is the PEMHCA minimum set by CalPERS annually. The City shall reimburse said employee on a quarterly basis.
6. Vision – City pays employee and up to 2 dependents party HMO plan premium.

7. Life Insurance – City pays for \$100,000 policy for such group members. Employee may obtain more coverage, but such additional costs are the sole responsibility of the employee.
8. Long Term Disability – City pays 50% of the plan cost, should employee chose to participate in CalPERS (or successor) offered program.
9. Communication allowance – In-lieu of the City providing a cell phone, the employee shall receive \$120 per month for communication expenses. The employee understands the monthly records of calls may be subject to the California Public Records Act relating to city business items. The City Attorney's Office will make any determination as to applicability.
10. Deferred Compensation – The City shall match employee contribution up to \$550 per month.
11. Holidays – Employees shall be entitled to a total of 130 paid holiday hours per year. The City is closed for holidays the week between Christmas and New Year's Day and the following holidays:
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
12. Sick Days – 96 hours per year at 3.69 hours per pay period (no maximum accumulation). No cash-out is allowed.
13. Administrative Leave – A range of 40 to 50 hours per year is authorized (accrued on a per pay period of 1.54 to 1.92 hours), with no more than 100 hours may be accumulated at any one time. Upon reaching such maximum accumulation, employee shall cease earning additional administrative leave hours or may choose to cash out up to 80 hours upon their anniversary date at 50% of their hourly rate.
14. Vacation Leave – 120 hours per year at 4.62 hours per pay period. The employee can have maximum vacation leave bank accrual of 300 hours at any time. Upon reaching that limit, the employee shall stop accruing any additional hours until they fall below that maximum level. The employee may choose to cash out up to 40 hours of vacation leave during any single fiscal year at their full hourly rate.

15. Vehicle Allowance – In lieu of the City providing a vehicle or paying mileage reimbursement for city business use, the employee may receive up to \$500 per month as vehicle allowance. The employee shall annually present proof of vehicle insurance and employee understands that such coverage shall cover the vehicle operation for city business purposes by said employee. The Employee shall also participate in the City's annual DMV verification program.
16. Tuition Reimbursement – Up to \$3,500 for Cal State/University; private university or recognized professional organization (American Planner Association, Government Finance Officers Association, etc.) annually for enrolling in classes related to their professional development with the City. Such reimbursement shall be pre-approved by the City Manager prior to enrollment by the employee. To be eligible for reimbursement, an employee must obtain a grade of "C" or better (a Pass if the class is a pass- fail standard) and shall submit a grade slip or other evidence of successful course completion and appropriate invoices and/or receipts.
17. Master's Degree – The City shall pay \$125 per month for any employee that has obtained such a degree from a fully accredited university.
18. Bereavement Leave – 40 hours (8 addition hours if interment service is over 300 miles away).
19. Personal Emergency Leave – Up to 24 hours in any fiscal year. Such hours shall be taken out of the employee's sick leave bank.
20. Family Illness Leave – The Employee governed by the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA") standards.
21. Employee is eligible to participate at no cost with the City's Employee Assistance Plan Program.
22. Employee is eligible to participate in the City's Sports Center facility/programs at no cost to the employee while employed with the City of South Gate.

Resolution No. _____

Monthly Salary Schedule of Executive Management Contract Employees**(All Positions)**

| <u>Position Title</u> | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> | <u>Step D</u> | <u>Step E</u> |
|---|---------------|---------------|---------------|---------------|---------------|
| Director of Community Development | \$12,958 | \$13,605 | \$14,286 | \$15,000 | \$15,750 |
| Director of Administrative Services | \$12,958 | \$13,605 | \$14,286 | \$15,000 | \$15,750 |
| Assistant City Manager/ Director of Public Works | \$13,176 | \$13,834 | \$14,526 | \$15,253 | \$16,015 |
| Director of Public Works/ City Engineer | \$13,176 | \$13,834 | \$14,526 | \$15,253 | \$16,015 |
| Director of Parks & Recreation | \$11,652 | \$12,235 | \$12,846 | \$13,489 | \$14,163 |
| Field Operations Mgr. | \$ 9,784 | \$10,273 | \$10,787 | \$11,326 | \$11,893 |
| Police Chief | \$15,715 | \$16,501 | \$17,326 | \$18,192 | \$19,102 |

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 10, 2021
Originating Department: City Manager's Office

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

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2787 EMPLOYMENT AGREEMENT WITH RANDALL DAVIS

PURPOSE: To further amend previously approved Employment Agreement with Randall Davis effective January 1, 2012, to provide for a structured deferred payment of accrued and vested leave after employee's separation from the City of South Gate.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 2 to the Employment Agreement between the City and Randall Davis, Police Chief, consistent with direction previously given by the City Council to city negotiators for a structured deferred payment of accrued and vested leave after employee's separation from the City of South Gate.
- b. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: Employee is entitled to full cash out value of vested and unused leaves accrued during his 30+ years of employment with the City of South Gate. The value of those leaves is \$429,708.15. The contractually required payout would be restructured from a lump sum payout through the next full payroll period after separation to a deferred payout in three payments, with no interest accruing, of \$108,007.05 on August 19, 2021; \$160,850.55 on January 23, 2022 and \$160,850.55 on January 23, 2023. There is no additional cost incurred by the City of South Gate in amending the employment agreement to permit this deferred payment structure.

ANALYSIS: The current Employment Agreement provides payment of all accrued and unused leave upon separation. By law, the payment must be paid within the next full pay period after separation. The employee, however, has requested that the lump sum payment be deferred and restructured to three payments annually over a three-year period. Under state law all employees are entitled to full compensation of accrued and unused holiday, vacation, and administrative leave that the employees have at the time of separation. Under the current Employment Agreement, the City has agreed that accrued unused sick leave shall be paid to employee upon termination, resignation or retirement at 100 percent.

It should be noted that with all new Directors hired after July 1, 2021, there is no sick leave cash out upon separation. Instead, any accrued sick time is potentially counted as service credit at the time of retirement under the City's CalPERS contract. Also, all new employment agreements will provide clarity on the issuance of any final check issuance.

- ATTACHMENT:**
- A. Proposed Amendment No. 2 to Contract No. 2787
 - B. Contract No. 2787
 - C. Amendment No. 1 to Contract No. 2787

**AMENDMENT NO. 2 TO CONTRACT NO. 2787
THE EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SOUTH GATE AND RANDALL J. DAVIS**

This Amendment No. 2 ("Amendment No. 2") to Contract No. 2787, the Employment Agreement ("Agreement") between the City of South Gate, a municipal corporation (the "City"), and Randall J. Davis ("Employee"), effective January 1, 2012, shall be effective as of July 26, 2021. The City and Employee are jointly referred to as the "Parties". The Parties to this Amendment do hereby enter into the amended terms and conditions as follows:

RECITALS

WHEREAS, the Parties hereto have previously entered into Contract No. 2787, an Agreement to set forth the terms and conditions upon which Employee will provide professional services to the City in his capacity as Chief of Police;

WHEREAS, the Parties previously executed Amendment No. 1 to Contract No. 2787, effective January 1, 2016, relating to adjustment of base salary and term of the agreement;

WHEREAS, Employee knowingly and voluntarily enters into this Amendment No. 2 to Contract No. 2787 and freely, without any duress from the City, and accepts the amended terms and conditions of said Agreement;

WHEREAS, Employee is retiring from his employment and has requested to have his accrued and unpaid sick leave, administrative leave and vacation paid out in three annual installments on the indicated agreed upon dates, rather than in a lump sum payment upon retirement;

WHEREAS, the City is under no obligation to fulfill Employee's request and undertakes this action as an accommodation to Employee and in consideration of the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto agree to the following amended terms:

AGREEMENT

Employee's unused, accrued and unpaid vacation, administrative and sick leave hours upon retirement scheduled for July 28, 2021, shall be paid to Employee over a three (3) calendar year period, commencing on or before August 19, 2021, and ending on or about January 19, 2023, in three (3) installments with no interest accruing on any such unpaid monetary sums, subject to withholdings for state and federal payroll, and other customary taxes and deductions.

City and Employee further agree that Employee accrued aggregate leave balances totaled 3,899.21, and that he is entitled to the following payouts of such accrued leave time earned while employed by the City of South Gate at the hourly rate of \$110.2039:

| | |
|-------------------------------|---------------------|
| On or about August 19, 2021: | \$108,007.05 |
| On or about January 20, 2022: | \$160,850.55 |
| On or about January 19, 2023: | <u>\$160,850.55</u> |
| Total | \$429,708.15 |

Employee acknowledges that these payments in total reflect the full and complete aggregate due to Employee for all unpaid leave balances. Employee expressly agrees to waive any state or federal law requiring that the timing of payment of any or all such sums be made earlier, as the deferral of payment is at Employee's request. City will deduct the applicable federal and state employment taxes and FICA deductions from the wages paid under this Section. Employee shall be solely responsible for making any necessary remaining state and federal withholdings or for the payment of any of his taxes made necessary by virtue of the above payments, and Employee shall be exclusively liable for the payment of all applicable state and federal taxes for which Employee is responsible, if any, as a result of Employee's receipt of the unpaid leave payments.

Accordingly, Employee shall hold the City harmless for payment of Employee's tax obligations as may be required by any federal, state, or local taxing authority, at any time, as a result of the payment of the consideration set forth herein, as well as any investigative and/or enforcement proceedings that may be initiated by the Internal Revenue Service or the Franchise Tax Board, or any other taxing authority, regarding claims of taxes owed by Employee in connection with this payment, including, but not limited to, any and all of his tax liabilities, penalties, and related reasonable attorneys' fees which may become due as a result of this payment.

The Employee understands there is no interest owed or earned on the outstanding funds.

IN WITNESS WHEREOF, the City of South Gate has caused this Agreement to be signed and executed on its behalf by the City Manager and duly attested by the City Clerk, and Employee has signed and executed three (3) copies of this Agreement.

CITY OF SOUTH GATE:

Dated August 10, 2021

By: _____
Al Rios, Mayor

EMPLOYEE:

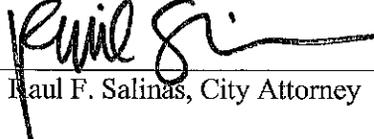
Dated: August 10, 2021

By: _____
Randall J. Davis

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVE AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is effective the 1st day of January, 2012, and is made by and between the CITY OF SOUTH GATE, a municipal corporation (the "City"), and RANDALL J. DAVIS ("Employee"). The parties to this Agreement do hereby enter into the terms, conditions, covenants, duties and responsibilities as follows:

RECITALS

WHEREAS, the City is a municipal corporation providing a wide range of public services to the community;

WHEREAS, for the City to insure that its responsibilities to the health and safety of the public are met at all times, the City must attract and retain in its employment a Chief of Police ("Police Chief") who exhibits the knowledge, experience, technical ability, professionalism and qualities of leadership necessary to meet the City's objectives;

WHEREAS, commencing on July 28, 1991, Employee worked for the City as a peace officer for twenty years of service and as a Captain since March 2, 2009; and

WHEREAS, the City desires to retain the service of Employee to serve as Police Chief for a period of four years, pursuant to the terms and conditions set forth herein.

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and set working conditions for the position of Police Chief; and

WHEREAS, it is the desire of the City Council to: (1) retain the services of Employee and to provide inducement for him to remain in such employment; (2) establish a clear and mutually understood system of compensating Employee; (3) provide a just means for terminating the services of Employee at such time as he may be unable to discharge fully his duties due to disability or retirement or when the City Council may desire to otherwise terminate his employment, and

WHEREAS, in contemplation of and subject to the approval of the City Council, Employee agrees that he will serve as Police Chief effective as of January 1, 2012.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and as authorized by the South Gate Municipal Code, the applicable Personnel Rules and Regulations, all Resolutions previously adopted by the City, and the provisions of the California Government Code, the parties hereto agree as follows:

Section 1. Duties.

A. The City hereby hires Employee as Police Chief to perform the duties and functions as specified in State law and in the South Gate Municipal Code, and to perform such other legally permissible duties as defined in the City's Job Classification specifications and as the City Manager shall from time to time assign.

B. Employee shall perform other related and necessary duties as required by law and designated by the City. Employee shall be subject to the powers, terms and conditions of the South Gate Municipal Code relating to the position of Police Chief. In addition to the duties and responsibilities defined herein, during the term of this Agreement, and any extensions thereto, Employee shall also serve as a board member of any City-based non-profit organization requiring in its bylaws the participation of the Police Chief.

C. The Employee and City Manager shall mutually establish performance goals and objectives to be met by the Employee for each year of this Agreement. Said objective shall be established as part of an annual evaluation process.

Section 2. Compensation and Review.

A. The term of this Agreement shall be for four (4) years commencing from the effective date, ending December 31, 2015. Employee's base salary during the term of this Agreement shall be One Hundred Eighty Four Thousand Dollars (\$184,000). Employee shall be given an annual uniform allowance of Five Hundred Dollars (\$500.00).

B. Effective July 1, 2014, Employee may be eligible to receive an increase in his salary in an amount up to the percentage increase, if any, afforded other City-employed peace officers on or after July 1, 2014, subject to the recommendation of the City Manager and approval by the City Council.

C. The City Manager shall conduct an annual performance evaluation of Employee using such criteria as the City Manager may establish with the input from the Employee.

D. This Agreement may be terminated with or without cause. Employee may be terminated for cause based on a felony conviction, a misdemeanor conviction involving moral turpitude, or conduct unbecoming an officer. In such, no severance payment shall be paid by City to Employee. If the Agreement is terminated by the City without cause, Employee shall be entitled to receive nine (9) months of his then present base salary. Employee's severance payment, together with all accrued and unpaid benefits, shall constitute the entirety of all sums due to Employee under this Agreement.

E. Notwithstanding any other benefit offered by the City to other peace officers, or to any other City employee, Employee's sole and exclusive compensation and benefits shall be governed exclusively by this Agreement.

Section 3. Schedule.

The Employee's schedule of work each day and week shall vary in accordance with the work required to be performed and as approved by the City Manager. It is recognized that the Police Chief must devote a great deal of his time outside of normal office hours to business of the City and, to that end, will be allowed to take compensatory time off as shall be deemed appropriate during said normal office hours.

Section 4. Automobile.

During the term of this Agreement, Employee shall be provided an automobile by Employer for Employee's exclusive and unrestricted use. Employer shall be responsible for paying for liability, property damage and comprehensive liability insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile.

Section 5. Other Benefits.

A. Employee shall be entitled to observe holidays on the same basis as other city management employees. Employee shall earn vacation leave at a rate of 200 hours annually, and shall be allowed to accrue unused vacation leave to a maximum of 400 hours. The full value of any such unused vacation leave shall be paid to employee upon termination, resignation or retirement. Employee shall earn sick leave at a rate of 156 hours annually, and shall be allowed to accrue unused sick leave and shall be paid to employee upon termination, resignation or retirement at 100 percent. The full value of any such unused sick leave shall be paid to employee upon termination, resignation or retirement.

B. The City shall procure and maintain in force a policy of life insurance for the benefit of Employee's survivors in the amount of \$150,000.

C. The City shall pay the Employer contribution and Employee will pay the Employee contribution on behalf of Employee for his membership in the Public Employees Retirement System. The City shall pay the premium for health and dental insurance coverage for employee and his spouse in the same amount and manner this benefit is provided to other management employees. Employee's retired medical benefit shall remain at the current Kaiser rate plus 5% for the duration of this contract and at the time of termination, resignation, or retirement, it shall be fixed at the rate at that time with no additional percentage increases. Employee agrees that he will not be entitled to receive employee paid membership contribution benefits ("EPMC"), or the value thereof, upon the termination of his employment with the City.

Section 6. Indemnification.

A. The City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as defined in this Agreement. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon for Employee's activities performed within the course and scope of his employment.

Section 7. Bonding.

A. The City shall bear the full costs of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 8. Modifications.

A. Any modification to this Agreement must be in writing and signed by both parties executing this Agreement to be effective.

Section 9. Effect of Waiver.

A. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 10. Entire Agreement.

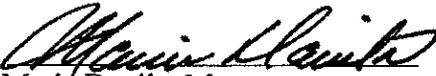
A. Each of the Recitals stated above are incorporated by reference is fully set forth herein.

B. Each party agrees that this Agreement is valid and shall be binding upon said party. In the event of Employee's death prior to the expiration of this Agreement or any extension thereof, the heirs at law and executors of Employee shall be entitled to accrued benefits as prescribed in Section 5 and earned and unpaid salary to which Employee would have been entitled. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained or referenced in this Agreement shall be valid or binding on either party. Employee has ten (10) days, following approval by the City, to review and execute this Agreement.

IN WITNESS WHEREOF, the City of South Gate has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by the City Clerk, and Employee has signed and executed three (3) copies of this Agreement.

Dated: December 19, 2011

“CITY”

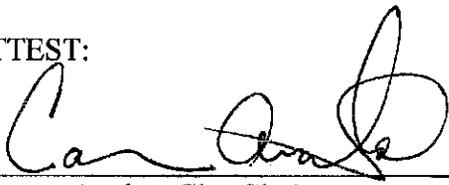
By: 
Maria Davila, Mayor

Dated: December 19, 2011

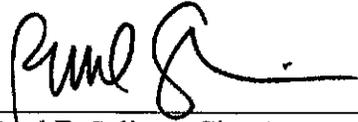
“EMPLOYEE”

By: 
Randall J. Davis

ATTEST:


Carmen Avalos, City Clerk

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

**AMENDMENT NO. 1 TO CONTRACT NO. 2787 -
THE EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SOUTH GATE AND RANDALL J. DAVIS**

This Amendment No. 1 (Amendment) to Contract No. 2787, the Employment Agreement ("Agreement") between the City of South Gate, a municipal corporation (the "City"), and Randall J. Davis ("Employee"), effective January 1, 2012, shall be effective June 26, 2016. The City and Employee are jointly referred to as the "Parties". The Parties to this Amendment do hereby enter into the amended terms and conditions as follows:

RECITALS

WHEREAS, the Parties hereto have previously entered into Contract No. 2787, an Agreement to set forth the terms and conditions upon which Employee will provide professional services to the City in his capacity as Chief of Police;

WHEREAS, the City desires to continue to retain the services of Employee and to provide inducement for him to remain in such employment;

WHEREAS, Employee knowingly and voluntarily enters into this Amendment No. 1 to Contract No. 2787 and freely, without any duress from the City, accepts the amended terms and conditions of said Agreement;

WHEREAS, the Parties desire in this Amendment No. 1 to amend certain terms and conditions established in the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and as authorized by the South Gate Municipal Code, the applicable Personnel Rules and Regulations, all Resolutions currently in effect and adopted by the City, and any and all applicable provisions of federal and/or state law, including but not limited to the California Government Code, the Parties hereto agree to the following amended terms:

AGREEMENT

This Section 2A replaces and supersedes Section 2A of Contract No. 2787:

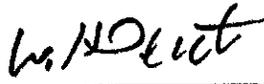
SECTION 2. Compensation and Review.

A. Salary. Effective January 1, 2016, the term of this Agreement shall be on a month-to-month basis pending approval of a new contract. Effective June 26, 2016, Employee's base salary during the term of this month-to-month Agreement shall be set at Step "A" of Range 702, in the monthly amount of \$16,553.00. Employee shall be given an annual uniform allowance of \$500.00.

IN WITNESS WHEREOF, the City of South Gate has caused this Amendment No. 1 to be signed and executed on its behalf by the Mayor and duly attested by the City Clerk, and the Employee has signed and executed three (3) copies of this Amendment.

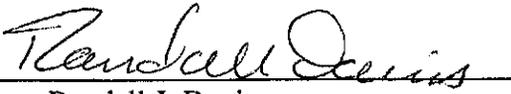
CITY OF SOUTH GATE

Dated: June 14, 2016

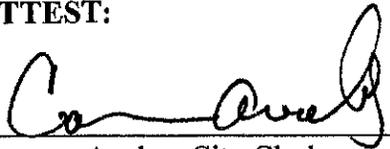
By: 
W. H. (Bill) De Witt, Mayor

EMPLOYEE

Dated: June 14, 2016

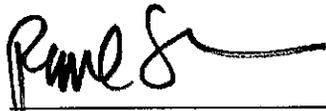
By: 
Randall J. Davis

ATTEST:


Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

AUG 04 2021

10:30 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **August 10, 2021**

Originating Department: **Administration**

Management Assistant:

Giselle Mares
Giselle Mares

Interim City Manager:

Chris Jeffers
Chris Jeffers

SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 3035 WITH CIVICPLUS, LLC, EXTENDING WEBSITE MAINTENANCE SERVICES

PURPOSE: The City's website is essential to City Hall operations and integral to civic engagement. The website requires maintenance support services which are currently provided under Contract No. 3035 through August 26, 2021. Proposed Amendment No. 4 is needed to extend website maintenance services through November 30, 2021.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 4 to Contract No. 3035 with CivicPlus, formerly Icon Enterprises, INC, a Kansas Limited Liability Company, extending website maintenance support services through February 28, 2022, in an amount not-to-exceed \$5,146; and
- b. Authorize the Mayor to execute Amendment No. 4 to Contract No. 3035 in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds, in the amount of \$10,000, were included in the Fiscal Year 2021/22 Municipal Budget for these services in Account Number 100-155-12-6101 (General Fund-Public Access Corporation- Professional Services). Contract No. 3035 and its four amendments are summarized below:

| Contract Activity | Term | Fees | Funding | Fiscal Year Funds |
|--------------------------------|--------------------------------------|------------------|---------------------------|----------------------|
| Contract No. 3035 | 3 Years Ending 8/26/17 | \$78,000 | Acct. No. 263-150-12-6101 | 2014/15 thru 2016/17 |
| Amend. No. 1 | 4 th Year Ending 8/26/18 | \$9,000 | Acct. No. 263-150-12-6101 | 2017/18 |
| | 5 th Year Ending 8/26/19 | \$9,420 | Acct. No. 263-150-12-6101 | 2018/19 |
| Amend. No. 2 | 6 th Year Ending 8/26/20 | \$9,703 | Acct. No. 100-150-44-6101 | 2019/20 |
| Amend. No. 3 | 7 th Year Ending 8/26/21 | \$9,994 | Acct. No. 522-310-12-9006 | 2020/21 |
| Amend. No. 4 | 8 th Year ending 11/30/21 | \$5,146 | Acct. No. 100-155-12-6101 | 2021/22 |
| Revised Contract Amount | | \$121,263 | | |

ANALYSIS: The City's website was designed and implemented in 2014 under Contract No.

3035. Staff is preparing to recommend a new website concept and vendor for City Council consideration. Should the City Council approve the new vendor, it will take between 3 to 4 months to develop and bring online the new format. In the meantime, the City's website will continue to need to be fully operational. As such, continued website maintenance support services are required, and proposed to be provided under Amendment No. 4.

BACKGROUND: On August 26, 2014, the City Council approved Contract No. 3035 with CivicPlus, to develop the City's website. The contract provided other essential services inclusive of three years of website maintenance support.

This contract extension is to ensure we have support on the current system while a new platform is developed and implemented. This six-month extension will ensure the new system is properly developed, training is provided to City Departments and a successful launch is obtained. Amendment No. 4 will provide website maintenance support services for an additional 6 months ending February 28, 2022, for an amount not-to-exceed \$5,146.

- ATTACHMENTS:**
- A. Proposed Amendment No. 4 to Contract No. 3035
 - B. Contract No. 3035
 - C. Amendment No. 1 to Contract No. 3035
 - D. Amendment No. 2 to Contract No. 3035
 - E. Amendment No. 3 to Contract No. 3035

**AMENDMENT NO. 4 TO CONTRACT NO. 3035
FOR ADDITIONAL WEBSITE MAINTENANCE SUPPORT SERVICES BETWEEN
THE CITY OF SOUTH GATE AND CIVICPLUS, LLC.**

This Amendment No. 4 to Contract No. 3035 for Professional Services for Website Maintenance Support Services ("Amendment No. 3"), is made and entered into on August 10, 2021, by and between the City of South Gate, a municipal corporation ("City"), and CivicPlus, LLC, formerly Icon Enterprises, Inc., a Kansas Limited Liability Company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on August 26, 2014, the City Council approved Contract No. 3035 with Consultant ("Agreement") for Professional Services for a 3-year term through and including August 26, 2017, in the amount of Seventy-Eight Dollars (\$78,000);

WHEREAS, on November 13, 2018, the City Council approved Amendment No. 1 to the Agreement for an additional 2-year term through and including August 26, 2019, in an amount not to exceed Eighteen Thousand Four Hundred Dollars (\$18,420), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, and Amendment No. 1 to a total sum of Ninety-Six Thousand Four Hundred Twenty Dollars (\$96,420);

WHEREAS, on August 27, 2019, the City Council Approved Amendment No. 2 to the Agreement for an additional 1-year term through and including August 26, 2020, in an amount not to exceed Nine Thousand Seven Hundred Three Dollars (\$9,703), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, and Amendment No. 2 to a total sum of One Hundred Six Thousand One Hundred Twenty-Three Dollars (\$106,123).

WHEREAS, the City Council Approved Amendment No. 3 extending the term of the Agreement for an additional 1-year term through and including August 26, 2021, in an amount not to exceed Nine Thousand Nine Hundred Ninety-Four Dollars (\$9,994), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, and Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of One Hundred Sixteen Thousand One Hundred Seventeen Dollars (\$116,117).

WHEREAS, the City and Consultant desire to execute Amendment No. 4 extending the term of the Agreement for an additional six-month term through and including February 28, 2022, in an amount not to exceed Five Thousand One Hundred Forty-Six Dollars (\$5,146), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, and Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of One Hundred Twenty-One Thousand Two Hundred Sixty-Three Dollars (\$121,263).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT.

The term of the Agreement shall be extended by six (6) additional months **through and including February 28, 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 Exhibit "A" shall not exceed **Five Thousand One Hundred Forty-Six Dollars (\$5,146)**.

3. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, the Agreement shall remain unchanged during the term of the Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

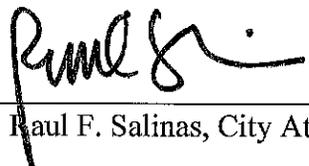
By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

CONSULTANT:

By: _____
Amy Vikander, VP of Client Services

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into this 26th day of August, 2014 by and between the City of South Gate, a municipal corporation (hereinafter referred to as "City"), and Icon Enterprises, Inc., d/b/a CivicPlus, a Kansas corporation (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

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 to Icon Enterprises, Inc., d/b/a CivicPlus.

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 described in Exhibit A of this Agreement.

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

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Consultant Scope of Services and the Proposal attached to as Exhibit A and Exhibit B, respectively, and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City. In the event of a conflict with the terms of this Agreement, and the Proposal, the terms of this Agreement shall prevail.

2.0 TERM OF AGREEMENT. This Agreement will become effective on August 26, 2014 and will remain in effect for a period of three (3) years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein. Provided that this Agreement is extended at least one (1) additional year, after 48 consecutive months under the terms of this Agreement and associated pricing, the City will be fully eligible for a CP Basic Redesign at no additional cost, as defined in Exhibit B to Consultant's Proposal.

3.0 CITY AGENT. The City Manager, or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the City Manager, or his/her designee, has the authority to provide that approval

or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the 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 the Scope of Services. The cost of services shall not exceed \$60,000 in year one, \$9,000 in year two, and \$9,000 in year three. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager or his/her designee.

4.1 The Consultant shall submit to the City a bill for services according to the project schedule included in the Proposal. The City shall pay the Consultant upon thirty (30) days of receipt of the invoice.

4.2 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.

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

5.1 The 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 rewarded this contract, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City or Consultant may terminate this Agreement, without cause, by giving the other party sixty (60) 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 the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the

covenants, agreements, or stipulations of this Agreement, the Consultant or the 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. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the 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.

6.1.3 In the event of early termination of this Agreement without cause by the City, City forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility and full payment of the remainder of the Agreement is due within 15 days of termination.

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

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation 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, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than ten (10) days prior to beginning of performance under this Agreement. The Consultant agrees to provide written notice to the City thirty (30) days prior to its insurer's intention to cancel or materially change the following coverage:

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

(b) **Comprehensive general and automotive liability insurance** protecting the 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 the City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Cover the operations of the Consultant pursuant to the terms

of this Agreement.

6.5 Indemnification. Consultant agrees to indemnify, defend and hold harmless the City and/or any other City agency, for/from any and all claims or actions of any kind asserted against the 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 the 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 the Consultant.

6.6 Compliance With Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments. Consultant acknowledges and agrees that California law shall govern this Agreement, without regard to conflict of law principles. Venue shall be in the County of Los Angeles in any state or federal court having jurisdiction.

6.7 Independent Contractor. This Agreement is by and between the City and the 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 the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the 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 the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

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 the 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.

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 the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the 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 the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The 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 the City and the 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 appropriately executed by both the City and the 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:

Michael Flad
City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9503

TO CONSULTANT:

Adam Block
Project Manager
CivicPlus
317 Houston St., Suite E
Manhattan, KS 66502
(888) 228-2233

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 side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

6.23 Marketing. City will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement, and to create a case study related to their website. The City permits CivicPlus to include an example of the City's home page and a link to the City's website on the CivicPlus corporate website. The City will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. The City will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement. The City allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of its web pages, in a form approved by the City. The City understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

6.24 Intellectual Property, Ownership & Content Responsibility. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, City will own the Customer Content. Upon completion of the development of the site, City will assume full responsibility for website content maintenance and content administration. City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. City shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

This Agreement is executed this 26th day of August, 2014, at South Gate, California, and effective as of 08-26-14.

CITY OF SOUTH GATE,
a municipal corporation:

Henry C. Gonzalez
Henry C. Gonzalez, Mayor

ATTEST:

Carmen Avalos
Carmen Avalos, City Clerk

CONSULTANT:
Icon Enterprises, Inc., d/b/a CivicPlus,
a Kansas corporation

By: B. Lepe
Title: COO

APPROVE AS TO FORM:

Raul F. Salinas
Raul F. Salinas, City Attorney

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH ICON ENTERPRISES, INC., D/B/A CIVICPLUS**

This Amendment No. 1 ("Amendment No. 1") to Agreement for Professional Services, Contract No. 3035 ("Agreement"), is made and entered this 13th day of November 2018 by and between the City of South Gate, a municipal corporation (hereinafter referred to as "City") and Icon Enterprises, Inc., d/b/a CivicPlus, a Kansas Corporation (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, City and Consultant have previously executed that certain *Agreement* dated August 26, 2014 relating to professional services in the City of South Gate in an amount not to exceed \$78,000; and

WHEREAS, City desires to expand the scope of work as shown on the Consultant proposal attached hereto as part of this Amendment No. 1 (Exhibit A); and

WHEREAS, City desires to extend the termination date for an additional 24 months from the original termination date from August 26, 2017 to August 26, 2019

WHEREAS, City and Consultant desire to execute Amendment No. 1 covering said additional Professional Services for an amount not to exceed \$18,420 under the terms and conditions of the Agreement and Amendment No. 1 to said Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF FEES FOR SCOPE OF WORK TO BE PERFORMED BY CONSULTANT.

- a. Consultant shall expand its fees and services to City as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 1.

2. EFFECT OF AMENDMENT.

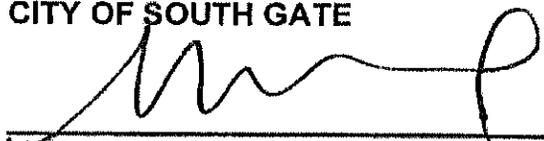
Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as City deems necessary.

3. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date set forth below on which the last of the parties, whether City or Consultant, executes this Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

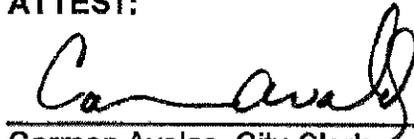
"CITY"
CITY OF SOUTH GATE



María Belén Bernal, Mayor

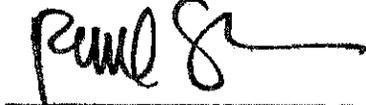
Dated: 11/13/2018

ATTEST:



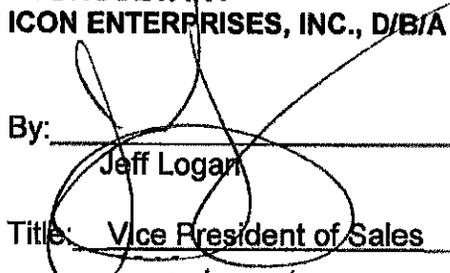
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

"CONSULTANT"
ICON ENTERPRISES, INC., D/B/A CIVICPLUS


By: _____
Jeff Logan

Title: Vice President of Sales

Dated: 11/27/18



Exhibit A.1 - CivicPlus Statement of Work #1

Annual Services

Subject to annual 3% increase

Includes:

- Continuing GCMS® Enhancements, Maintenance, Support and Hosting \$9,420
- Department Header
- CivicMedia with 10 GB additional storage
- 1x SSL Certificate

Total Annual Services \$9,420

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from September 1, 2018. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. Annual Services shall be invoiced on September 1 of relevant calendar years, beginning September 1, 2018. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 2 to this SOW #1 and shall be subject to a 3% annual increase.
4. After forty-eight (48) months of continuous service from September 1, 2018 and every 48 months thereafter, Client is entitled to a no-cost redesign, details noted in Addendum 2. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
5. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
6. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

By:

Name: María Belén Bernal

Title: Mayor

Date: 11/13/2018

CivicPlus

By:

Name: Jeff Logan

Title: VP of Sales

Date: 11/27/18



Addendum 1 to Exhibit A.1 - Redesign Details

| CivicPlus Project Development Services & Scope of Services for CP Redesign | |
|---|---|
| • Design | <ul style="list-style-type: none">• New design for website layout and theme.• Content styling is updated to match theme.• Redesign of graphic button icons. |
| • Project Management | |
| • Content | <ul style="list-style-type: none">• Migration of all existing content• Spelling and broken links will be checked and updated by content team where possible. Additional report will be provided to client.• Content will not be rewritten, reformatted or broken up.• New pages will not be created. |
| • Training | <ul style="list-style-type: none">• One (1) four (4) hour block virtual training for 2 people with a preset agenda that will be scheduled during the project. |



Addendum 2 to Exhibit A.1 – Hosting, Support and Service Level Agreement

Hosting Details

| | |
|--------------------------|--|
| Data Center | <ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring |
| Hosting | <ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability |
| Bandwidth | <ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth |
| Disaster Recovery | <ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers |
| DDoS Mitigation | <ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement |



Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

| Included Services: | |
|---|--------------------------------|
| Support | Maintenance of CivicPlus GCMS® |
| 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) | Install Service Patches for OS |
| 24/7 Emergency Support | System Enhancements |
| Dedicated Support Personnel | Fixes |
| Usability Improvements | Improvements |
| Integration of System Enhancements | Integration |
| Proactive Support for Updates & Fixes | Testing |
| Online Training Manuals | Development |
| Monthly Newsletters | Usage License |
| Routine Follow-up Check-ins | |
| CivicPlus Connection | |



CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

| Monthly Uptime Percentage | Service Credit Percentage |
|---------------------------|---------------------------|
| Less than 99.9% | 1% of one month's fee |

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will Issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

| | |
|---------------------------------|----------------------------------|
| Recovery Time Objective | Service Credit Percentage |
| 8 Hours | 10% of one month's fee |
| Recovery Point Objective | Service Credit Percentage |
| 24 Hours | 10% of one month's fee |

**AMENDMENT NO. 2 TO CONTRACT NO. 3035
FOR PROFESSIONAL SERVICES FOR WEBSITE MAINTENANCE
SUPPORT SERVICES BETWEEN THE CITY OF SOUTH GATE AND
ICON ENTERPRISES, INC., D/B/A CIVICPLUS**

This Amendment No. 2 to Contract No. 3035 for Professional Services for website maintenance support services ("Amendment No. 2"), is made and entered into on August 27, 2019, by and between the City of South Gate, a municipal corporation ("City"), and Icon Enterprises, Inc., d/b/a CivicPlus, a Kansas corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, on August 26, 2014, the City Council approved Contract No. 3035 for Professional Services with Icon Enterprises, Inc., d/b/a CivicPlus ("Agreement") to develop the City's website for a term of three years, through and including August 26, 2017, with an option for term extensions, in an amount not to exceed Seventy Eight Thousand Dollars (\$78,000); and

WHEREAS, on November 13, 2018, the City Council approved Amendment No. 1 to the Agreement expanding the scope of work for an additional two years, through and including August 26, 2019, in the amount of Eighteen Thousand Four Hundred Twenty Dollars (\$18,420), under the terms and conditions of the Agreement; and

WHEREAS, City and Consultant desire to expand the scope of work and extend website maintenance support services as described in Consultant's Statement of Work #1 attached hereto as Exhibit "A", for an additional one year term, through and including August 26, 2020, in the amount of Nine Thousand Seven Hundred Three Dollars (\$9,703), 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 One Hundred Thousand Six One Hundred Twenty-Three Dollars (\$106,123).

NOW, THEREFORE, THE PARTIES AGREE HERETO AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **SCOPE OF SERVICES.** Consultant shall expand its services to City as identified in Exhibit "A". Said scope of work and fee proposal is made part of this Amendment No. 2.

- b. **COMPENSATION OF SERVICES.** The amount of compensation paid by City to Consultant for the modified work and services as identified in Exhibit "A" shall be Nine Thousand Seven Hundred Three Dollars (\$9,703).
- c. **TERM OF AGREEMENT.** The term of the Agreement shall be extended from date when the Agreement and Amendment No. 1 expire on August 26, 2019, through and including August 26, 2020.

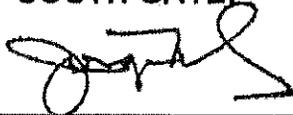
2. EFFECT OF AMENDMENT.

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. 2 are incorporated into the Agreement as modified by this Amendment No. 2. City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally.]

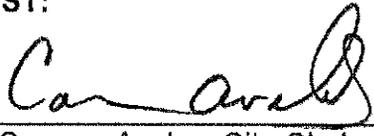
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

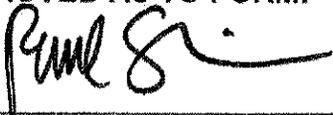
By: 
Jorge Morales, Mayor

Dated: 09/10/2019

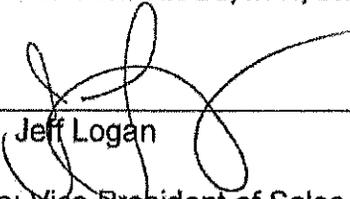
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

ICON ENTERPRISES, INC., D/B/A CIVICPLUS:

By: 
Jeff Logan

Title: Vice President of Sales

Dated: 9/3/19



Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, LLC d/b/a CivicPlus ("CivicPlus") and South Gate, California ("Client") (referred to individually as "Party" and jointly as "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

- I. WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;
- II. WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;
- III. WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

- 1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work ("SOW") between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
- 2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days' written notice prior to the SOW renewal date.
- 3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
- 4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services, as defined in the SOW ("Project Development"), shall immediately become due in full.

Statements of Work

- 5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

- 6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.
- 7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding Invoice(s).
- 8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.
- 9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify



Master Services Agreement for South Gate, CA

Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").
11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.
13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.
15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.
20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under

MSA Page 2 of 4



Master Services Agreement for South Gate, CA

Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.
23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:
 - a. Any Addendum and/or Amendment to this Agreement signed by both Parties;
 - b. Exhibit A - Statement(s) of Work;
 - c. Service Agreement Sales Forms;
 - d. Service Agreements previously executed between the Parties; and
 - e. Custom Development / Retainer Agreement
28. In the event of conflict with an attachment to this Agreement, any addendum and/or amendment made to the main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.
29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

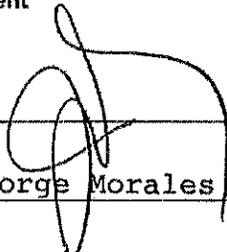
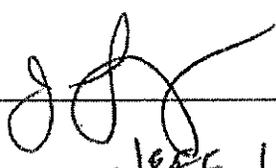


Master Services Agreement for **South Gate, CA**

- 33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- 34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

| | |
|---|--|
| Client | CivicPlus |
| By:  | By:  |
| Name: <u>Jorge Morales</u> | Name: <u>JEFF LOGAN</u> |
| Title: <u>Mayor</u> | Title: <u>VP SALES</u> |
| Date: <u>September 10, 2019</u> | Date: <u>9/3/19</u> |

Sign and E-mail the entire contract with exhibits to:
Contracts@CivicPlus.com

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
 302 S. 4th Street, Suite 500
 Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Exhibit A.1 - CivicPlus Statement of Work #1

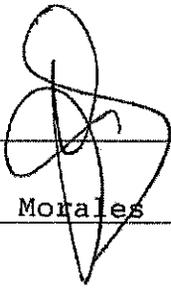
| | |
|---|-------------------|
| Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting) <i>Billed September 1, 2019 and every 12 months thereafter; subject to annual 3% increase</i> | \$9,702.60 |
|---|-------------------|

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from September 1, 2019. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. Annual Services shall be invoiced on September 1 of relevant calendar years, beginning September 1, 2019. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase.
4. Client is entitled to a logo and branding package on or about September 2, 2019, details noted in Addendum 1.
5. Following 48 months of service under this SOW #1 and every 48 months thereafter, Client shall be entitled to a redesign of the website. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

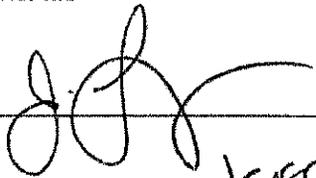
By:  _____

Name: Jorge Morales

Title: Mayor

Date: September 10, 2019

CivicPlus

By:  _____

Name: JEFF LOGAN

Title: VP SALES

Date: 9/3/19



South Gate CA Branding Update - Example Timeline for Sales

CivicPlus, LLC. | Project Timeline

CivicPlus not responsible for any failure to meet any due dates caused by Client.

| | | |
|--------------------------------|------------|------------|
| Logo & Branding Materials | 9/2/2019 | 9/20/2019 |
| Design Creation | 9/30/2019 | 10/11/2019 |
| Design Concept Approval | 10/14/2019 | 10/25/2019 |
| Design Applied to Live Website | 11/4/2019 | 11/8/2019 |

**AMENDMENT NO. 3 TO CONTRACT NO. 3035
FOR ADDITIONAL WEBSITE MAINTENECE SUPPORT SERVICES BETWEEN THE
CITY OF SOUTH GATE AND CIVICPLUS, LLC**

This Amendment No. 3 to Contract No. 3035 for Professional Services for website maintenance support services ("Amendment No. 3"), is made and entered into on August 25, 2020, by and between the City of South Gate, a municipal corporation ("City"), and CivicPlus, LLC, formerly ICON Enterprises, INC, a Kansas Limited Liability Company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on August 26, 2014, the City Council approved Contract No. 3035 with Consultant ("Agreement ") for Professional Services for a 3-year term through and including August 26, 2017, in an amount not to exceed Seventy Eight Thousand Dollars (\$78,000);

WHEREAS, on November 13, 2018, the City Council approved Amendment No. 1 to the Agreement extending the term of the Agreement for an additional 2-year term through and including August 26, 2019, in an amount not to exceed Eighteen Thousand Four Hundred Twenty Dollars (\$18,420), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of Ninety Six Thousand Four Hundred Twenty Dollars (\$96,420);

WHEREAS, on August 27, 2019, the City Council approved Amendment No. 2 to the Agreement extending the term of the Agreement for an additional 1-year term through and including August 26, 2020, in an amount not to exceed Nine Thousand Seven Hundred Three Dollars (\$9,703), 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 One Hundred Six Thousand One Hundred Twenty Three Dollars (\$106,123); and

WHEREAS, the City Council and Consultant desire to execute Amendment No. 3 to the Agreement extending the term of the Agreement for an additional one-year term through and including August 26, 2021, in an amount not to exceed Nine Thousand Nine Hundred Ninety Four Dollars (\$9,994), for services as identified in the Statement of Work #1 attached and incorporated hereto as Exhibit "A", under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of One Hundred Sixteen Thousand One Hundred Seventeen Dollars (\$116,117).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT.

The term of the Agreement shall be extended by one (1) additional year **through and including August 26, 2021**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

2. **COMPENSATION.**

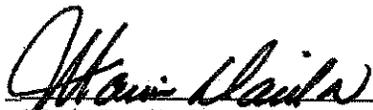
The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed **Nine Thousand Nine Hundred Ninety Four Dollars (\$9,994).**

3. **EFFECT OF AMENDMENTS.**

Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

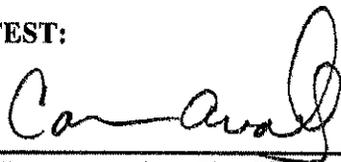
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Maria Davila, Mayor

Dated: 9-23-2020

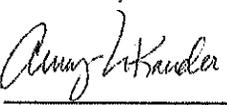
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

CIVICPLUS, LLC:

By: 
Amy Vikander, Vice President of Client Services

Date: 8/28/2020



Exhibit A.1 - CivicPlus Statement of Work #1

| | |
|---|-------------------|
| Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting) <i>Billed September 1, 2020 and every 12 months thereafter; subject to annual 3% increase</i> | \$9,993.68 |
|---|-------------------|

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from September 1, 2020. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. Annual Services shall be invoiced on September 1 of relevant calendar years, beginning September 1, 2020. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase.
4. On August 26, 2018, Client became eligible for a redesign of the website. Following 48 months of service after the election to use the redesign and every 48 months thereafter, Client shall become entitled to another redesign of the website. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
5. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
6. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

| | |
|---|--|
| Client | CivicPlus |
| By:  | By:  |
| Name: Maria Davila | Name: Amy Vikander |
| Title: Mayor | Title: Vice President of Client Services |
| Date: 9-25-2020 | Date: 8/28/2020 |

AUG 03 2021

4:10pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 10, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-09-CC WITH W.A. RASIC CONSTRUCTION COMPANY, INC., FOR ON-CALL CONSTRUCTION SERVICES FOR AS-NEEDED EMERGENCY REPAIRS TO THE MUNICIPAL WATER AND SANITARY SEWER SYSTEMS

PURPOSE: The City contracted with W. A. Rasic Construction Company, Inc. (W. A. Rasic), specialty contractor, for on-call services to perform urgent repairs on the water and sanitary sewer systems, on an as-needed basis. Staff utilized the services of W. A. Rasic to replace a damaged water valve in South Gate Park, and to repair a sanitary sewer main on Garfield Avenue. Proposed Amendment No. 1 is required to fully fund the cost of the repairs.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 2020-09-CC with W. A. Rasic Construction Company, Inc. to fully fund emergency repairs that were performed on the municipal water and sanitary sewer systems, for a not-to-exceed amount of \$189,000;
- b. Appropriating \$141,000 to Account No. 412-732-61-6101 (Professional Services Account) from the unassigned Water Fund and \$48,000 to Account No. 412-732-52-6101 (Professional Service Account) from the unassigned Sewer Fund to fund Amendment No. 1 to Contract No. 2020-09-CC; and
- c. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2020-09-CC in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Amendment No. 1 to Contract No. 2020-09-CC is in the amount of \$189,000 which is proposed to be funded as summarized below. An appropriation of \$141,000 in Water Funds and \$48,000 in Sewer Funds to Account No. 412-732-61-6101 (Professional Service Account) and Account No. 412-732-52-6101 (Professional Service Account), respectively, is necessary to fund Amendment No. 1. Contract No. 2020-09-CC and Amendment No. 1 are summarized below.

| Contract No. 2020-09-CC | Water (Acct No. 411-731-71-6101) | Sewer (Acct No. 412-732-52-6101) | Total |
|--------------------------------|--|--|------------------|
| Year 1 (2/1/2020 to 1/31/2021) | \$75,000 | \$25,000 | \$100,000 |
| Year 2 (2/1/2021 to 1/31/2022) | \$75,000 | \$25,000 | \$100,000 |
| Year 3 (2/1/2022 to 1/31/2023) | \$75,000 | \$25,000 | \$100,000 |
| Amendment No. 1 | \$141,000 | \$48,000 | \$189,000 |
| Total | \$366,000 | \$123,000 | \$489,000 |

ANALYSIS: The City retained W. A. Rasic for on-call services to perform urgent repairs to the municipal water and sanitary sewer systems. The contract provides fixed prices for three years, which was established through competitive bidding. Fixed pricing is provided for work to be paid on time and material, lump sum or on a per unit basis.

The municipal water and sewer systems experienced issues that required repairs on an emergency basis. Staff directed W. A. Rasic to replace a leaking 20" water valve located in South Gate Park. The water valve repair was deemed urgent because it was leaking, causing property damage and is a large pivotal valve in the water transmission system. Also, staff directed W. A. Rasic to repair a damaged sanitary sewer main underlying Garfield Avenue, at Miller Way. This repair was considered urgent to prevent a sewer spill and potentially damage property. The cost of the repairs was priced out at \$189,000 using the contract's fixed pricing for time and material work. Amendment No. 1 is needed fully fund the repairs.

Contract No. 2020-09-CC provides \$100,000 for emergency repairs that might arise between February 1, 2021 and January 31, 2022, of which the balance is \$50,636. Staff is proposing not to use these funds for the subject repairs so that funding is available should the need for emergency repairs arise. The type and cost of emergency repairs that might arise are unknown, however, the cost is typically tens of thousands. Thus, staff believes it would be responsible to keep said balance in the contract.

BACKGROUND: From time to time, the municipal water system and sanitary sewer system require urgent repairs such as when there is a major leak in a pipeline, a pipe breakage, and a sewer spill due to accidents or deteriorated pipes. When such urgent situations arise, repairs are required to be completed on an emergency basis to prevent issues such as property damage, health, and safety. On-call services contracts allow the Public Works Department to respond timely.

On January 28, 2020, the City awarded Contract No. 2020-09-CC to W. A. Rasic to perform such emergency repairs on the municipal water and sanitary sewer systems in the amount \$300,000. The contract was awarded pursuant to a competitive bid process.

Staff recently utilized the services of W. A. Rasic for the subject repairs described below which are encompassed in Amendment No. 1.

1. **Water System Repairs (\$141,000)** – The water system is equipped with a 20-inch water valve that is located on a transmission main at South Gate Park. The cast-iron transmission main and the valves were constructed in the 1940s. The valve has aged, was damaged and was leaking. In that condition, it had the potential to cause major flooding or damage to the park should it completely fail. Further, it was not possible to close the valve properly, which is essential to shut off water mains in emergencies. Staff directed W. A. Rasic to replace it on an urgent basis. The replacement process is now complete; however, the contractor is currently working on related asphalt surface repairs.
2. **Sanitary Sewer System Repair (\$48,000)** – The sewer system has a sewer main underlying Garfield Avenue at Miller Way. Staff received a report from a business owner on a sewer blockage causing a backup. A video inspection determined that the sewer main was damaged. Apparently, a utility contractor drilled a signal cable that penetrated the sewer pipe. It caused damage and a blockage. Staff directed W.A. Rasic to complete the repair on an urgent basis to minimize liability as sewer spills have the potential to cause property or environmental damage particularly, when located on busy streets. The repair process is complete; however, the contractor is working on finalizing the surface improvements.

Based on staff's inspection, it has been determined that the sewer damage was caused by a utility

company. Staff is currently working to identify the responsible party with plans to pursue reimbursement for the repair cost.

- ATTACHMENTS:**
- A. Proposed Amendment No. 1
 - Exhibit A-1 – Water
 - Exhibit A-2 – Sewer
 - B. Contract No. 2020-09-CC

AA:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-09-CC
FOR ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE
SERVICES WITH W.A. RASIC CONSTRUCTION COMPANY, INC.**

This Amendment No. 1 to Contract No. 2020-09-CC for On-Call Municipal Water and Sewer Systems Maintenance Services ("Amendment No. 1"), is made and entered into on August 10, 2021, by and between the City of South Gate, a municipal corporation ("City"), and W. A. Rasic Construction Company, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on January 28, 2020, the City Council approved Contract No. 2020-09-CC with Contractor ("Agreement"), for On-Call Municipal Water and Sewer Systems Maintenance Services for a three-year term through and including January 31, 2023, in the amount of Three Hundred Thousand Dollars (\$300,000);

WHEREAS, the City and Contractor desire to execute Amendment No. 1 to the Agreement (Amendment No. 1) to increase the scope of work to (a) replace a leaking 20-inch valve located on the municipal water system underlying South Gate Park, and (b) repair a damaged sewer pipeline underlying Garfield Avenue at Miller Way, in an amount not to exceed One-Hundred Eighty-Nine Thousand Dollars (\$189,000) bringing the aggregate total of the Agreement and Amendment No. 1 to Four-Hundred Eighty-Nine Thousand Dollars (\$489,000).

WHEREAS, Work and Fee Proposal attached hereto as Exhibit "A" is made a part to this Amendment No. 1 under the terms and conditions of the Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT:

- a. **SCOPE OF WORK.** The Scope of Work to be performed by Contractor under Amendment No. 1 shall be limited to that set forth in Exhibit "A." The City reserves the right to augment or reduce the scope of work as City deems necessary.
- b. **COMPENSATION.** The additional compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed One-Hundred Eighty-Nine Thousand Dollars (\$189,000). The total sum of the Agreement and Amendment No.1 shall not exceed Four-Hundred Eighty-Nine Thousand Dollars (\$489,000).

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1, above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**W. A. RASIC CONSTRUCTION
COMPANY, INC.:**

By: _____
Peter L. Rasic, President

Date: _____



July 19, 2021

City of South Gate / Public Works
4244 Santa Ana St.
South Gate, CA 90280

Sent via Email: ccastillo@sogate.org

Attention: Chris Castillo

Reference: Rose Garden SG Park
WAR Bid S210608B

Dear Mr. Castillo,

Our budget estimate to provide all necessary labor, equipment and material to install two 20" line stops, replace a leaking 20" butterfly valve, and replace an existing tee with a straight section of pipe for referenced project is as follows:

| <u>Scope Item</u> | <u>Approx. Qty.</u> |
|---|---------------------|
| Excavate and shore at two locations for line stops (One in grass, one in asphalt) | 1 LS |
| Install 20" line stops in two locations | 1 LS |
| Replace leaking valve with new 20" butterfly valve | 1 LS |
| Replace tee with straight pipe section | 1 LS |
| Remove line stops, backfill and compact line stop & valve excavations | 1 LS |
| Repave parking lot excavation | 1 LS |

Total Budget for Above Items: \$ 141,000.00

Plans and Specifications Included

Per site visit on 06/07/21 and detail sent via email on 7/12/2021

This proposal is for budget estimation only. Actual work to be performed on a Time & Materials basis per our emergency on call contract. Actual final costs could vary depending on actual work performed.

All landscaping restoration to be performed by others.

This proposal is subject to the standard conditions attached and made part of this proposal.

Sincerely,
W.A. Rasic Construction Company, Inc.

Keith Fouts

Keith Fouts
Project Manager

Standard Exclusions (if checked)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Permits & Developers Fees & Assessments | <input checked="" type="checkbox"/> Tree Removal |
| <input checked="" type="checkbox"/> Geotechnical Testing, Quality Control Testing (compaction, compressive, weld testing, etc.) | <input checked="" type="checkbox"/> Responsibility for Root Damage in Work and Excavation Limits. |
| <input checked="" type="checkbox"/> Design-Build Contingencies | <input checked="" type="checkbox"/> Irrigation Repairs incl. Control Wires |
| <input checked="" type="checkbox"/> BIM and BIM coordination | <input checked="" type="checkbox"/> Landscape restoration |
| <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Landscaping Establishment Period of any kind |
| <input checked="" type="checkbox"/> Demolition & Removals not shown on dwgs | <input checked="" type="checkbox"/> Hazardous Materials of Any Kind |
| <input checked="" type="checkbox"/> SWPPP Development / QSD Functions | <input checked="" type="checkbox"/> Import Soil outside of trench zone |
| <input checked="" type="checkbox"/> Utility Offsets not shown on plans | <input checked="" type="checkbox"/> RCP Gasketed Joints |
| <input checked="" type="checkbox"/> CAD As-Builts | <input checked="" type="checkbox"/> Work to 5' of Bldgs. Connections by Others. |
| <input checked="" type="checkbox"/> Survey and Staking | <input checked="" type="checkbox"/> CCTV / Camera Lines |
| <input checked="" type="checkbox"/> Construction Water | <input checked="" type="checkbox"/> Public Relations / Outreach |
| <input checked="" type="checkbox"/> Rock Conditions (un-removable by standard backhoe bucket) | <input checked="" type="checkbox"/> Groundwater / Dewatering including perched water. |
| <input checked="" type="checkbox"/> Overtime / Special Shift / Night Work / Reduced Working Hours. (7AM-3:30PM Standard) | <input checked="" type="checkbox"/> Wall, Foundation, Subdrains, Underdrains, and other perforated pipe drains or collection system |
| <input checked="" type="checkbox"/> Utility Conflicts not shown on Plan & Profile | <input checked="" type="checkbox"/> Archaeological Monitoring & Impacts |
| <input checked="" type="checkbox"/> Biological Monitoring & Impacts | <input checked="" type="checkbox"/> Electrical & Signal Work |
| <input checked="" type="checkbox"/> Payment & Performance Bond (1.45% Rate) | <input checked="" type="checkbox"/> Builder's Risk Insurance |
| <input checked="" type="checkbox"/> Raise to Grade of Existing Structures / Valve Cans | <input checked="" type="checkbox"/> DBE or Similar Participation Requirements |
| <input checked="" type="checkbox"/> T-cut Trench Restoration | <input checked="" type="checkbox"/> Paving Geotextile Fabrics (i.e. MiraPave) |
| <input checked="" type="checkbox"/> Trench Plate Grinding | <input checked="" type="checkbox"/> Rubberized Asphalt Removal or Replacement |
| <input checked="" type="checkbox"/> Site Dust Control, SWPPP, BMPs | <input checked="" type="checkbox"/> Hardscape Drainage Items (V-ditches, etc.) |
| <input checked="" type="checkbox"/> Work shown on Plumbing and Landscaping Dwgs Any work shown on plan sheets or specification section other than those listed | <input checked="" type="checkbox"/> Mandatory cost sharing of general site cleanup. W.A. Rasic will be responsible for its own cleanup. |

Standard Conditions (if checked)

- Based on One (1) Mobilization. Additional Mobilizations will be charged at a rate of \$2,500.00 each.
- Unless noted otherwise this Proposal is based on award of all base bid items. Breakouts are provided for comparison or informational purposes only.
- Price based on installation of utilities from deepest to shallowest with gravity lines having priority on vertical alignment. Dry utilities to be installed after gravity lines. Irrigation last.
- Assumes discharge of de-chlorinated flushing/testing water able to be discharged into nearby sewer or storm drain under discharge permits obtained by others, or under the municipality's permit.
- Bacteriological Testing by Agency / Others. W.A. Rasic to assist in sample collection.
- Chlorination, Flushing, Hydrostatic Testing per AWWA
- Standard One (1) Year Warranty from time of utility activation or use, not end of project.
- Utilities assumed to be started after demolition and rough grading completed, but before major import or fill over the utility lines. Restoration to rough grade +/- 0.10' only, no fine grading.
- Priced to perform work in efficient and continuous manner per W.A. Rasic's determination. GC to not hinder performance or restrict work.
- Survey to be provided every 25', at all horizontal and vertical changes, all structures and appurtenances.
- Payment to be every 30 days of invoice. Retention to be 5% max and released upon acceptance of our work, not overall project.
- Traffic control per standard WATCH manual. Engineered drawings and stamp extra. Temporary parking provisions, bus stop relocates and coordination, parking meter issues, etc. handled by others.
- Temporary laydown and storage yard to be provided.
- Project schedule coordination shall be done and provided utilizing Primavera Suretrak. Weekly look-ahead schedules shall be provided on an Excel spreadsheet format. Conversion to Primavera P6 or P3 shall be by others.
- Proposal is valid up to 30 days of its issuance.



Exhibit A-2

INVOICE # 343306
 INVOICE DATE: 07/09/2021

BILL TO : City of South Gate
 8650 California Ave.
 South Gate, CA 90280-3075

JOB: 21TX45
 Repair Damaged 8" Sewer Line
 Garfield Ave. & Miller Way
 South Gate, CA 90280

| Employee Name | Rates | | | Hours | | | Amount | | | Total | |
|--------------------------|----------|----------|-----------|----------|----------|-----------|----------|----------|-----------|----------|---------------------|
| | Pay Code | Reg Time | Over Time | Dbl Time | Reg Time | Over Time | Dbl Time | Reg Time | Over Time | | Dbl Time |
| Kier, Bryan | PMSP | 151.27 | 199.27 | 246.44 | 8 | 7 | 4 | 1,210.16 | 1,394.89 | 985.76 | \$ 3,590.81 |
| Chavez, Daniel | OEFM | 125.48 | 168.34 | 211.20 | 8 | 4 | 5 | 1,003.84 | 673.36 | 1,056.00 | \$ 2,733.20 |
| Guzman, Cevero | OEFM | 125.48 | 168.34 | 211.20 | 9.5 | 5 | 7 | 1,192.06 | 841.70 | 1,478.40 | \$ 3,512.16 |
| Kruff, Brian | OEG8 | 122.29 | 163.64 | 205.00 | 8 | 4 | 4 | 978.32 | 654.56 | 820.00 | \$ 2,452.88 |
| Simon, David | OEG8 | 122.29 | 163.64 | 205.00 | 9.5 | 4 | 6 | 1,161.76 | 654.56 | 1,230.00 | \$ 3,046.32 |
| Castillo, Juan | LAG4 | 95.74 | 127.27 | 158.80 | 8 | 4 | 4 | 765.92 | 509.08 | 635.20 | \$ 1,910.20 |
| Najera, Jose | LAG4 | 95.74 | 127.27 | 158.80 | 9.5 | 4 | 6 | 909.53 | 509.08 | 952.80 | \$ 2,371.41 |
| Lopez, Andres | LAG1 | 91.52 | 121.05 | 150.59 | 8 | 4 | 4 | 732.16 | 484.20 | 602.36 | \$ 1,818.72 |
| Najera, Arturo | LAG1 | 91.52 | 121.05 | 150.59 | 9.5 | 4 | 6 | 869.44 | 484.20 | 903.54 | \$ 2,257.18 |
| Gutierrez, Juan | TDG10 | 96.46 | 124.40 | 152.34 | 8 | 4 | 5 | 771.68 | 497.60 | 761.70 | \$ 2,030.98 |
| Mercado, Julio | TDG10 | 96.46 | 124.40 | 152.34 | 9.5 | 4 | 7 | 916.37 | 497.60 | 1,066.38 | \$ 2,480.35 |
| Total Labor | | | | | | | | | | | \$ 28,204.21 |
| Equipment | EQ# | Rate | | Hours | Days | | | | | | Total |
| Pick Up Truck | 1186 | 25.00 | | 16 | | | | | | | \$ 400.00 |
| Pick Up Truck | 1193 | 25.00 | | 21 | | | | | | | \$ 525.00 |
| Pick Up Truck | 1263 | 25.00 | | 18 | | | | | | | \$ 450.00 |
| Foreman Truck W/Tools | 1642 | 240.00 | | 16 | 2 | | | | | | \$ 480.00 |
| Foreman Truck W/Tools | 1983 | 240.00 | | 21 | 2.625 | | | | | | \$ 630.00 |
| Flat Bed Dump Truck | 2073 | 736.00 | | 16 | 2 | | | | | | \$ 1,472.00 |
| Flat Bed Dump Truck | 2074 | 736.00 | | 21 | 2.625 | | | | | | \$ 1,932.00 |
| Move Trailer | 2805 | 120.00 | | 10 | 1.25 | | | | | | \$ 150.00 |
| Backhoe Loader CAT 430 | 3093 | 472.00 | | 37 | 4.625 | | | | | | \$ 2,183.00 |
| Arrow Board | 6081 | 120.00 | | | 5 | | | | | | \$ 600.00 |
| Delineator/Traffic Cones | 6180 | 1.00 | | | 153 | | | | | | \$ 153.00 |
| Traffic Signs | 6199 | 5.00 | | | 18 | | | | | | \$ 90.00 |
| Light Tower | 7119 | 25.00 | | 15 | | | | | | | \$ 375.00 |
| Walk Behind Concrete Saw | 8048 | 60.00 | | 3 | | | | | | | \$ 180.00 |
| Total Equipment | | | | | | | | | | | \$ 9,620.00 |

**AGREEMENT FOR ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS
MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND
W.A. RASIC CONSTRUCTION COMPANY, INC.**

This Agreement for On-Call Municipal Water and Sewer Systems Maintenance Services (“Agreement”) is made and entered into on January 28, 2020, by and between the City of South Gate, a municipal corporation (“City”) and W.A. Rasic Construction Company, Inc., a California Corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, City desires to retain Contractor for on-call Municipal Water and Sewer Systems Maintenance Services (“Maintenance Services”);

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

WHEREAS, based on such representation, City desires to contract with Contractor to perform the Maintenance Services described in the Proposal attached hereto as Exhibit “A” of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the Maintenance Services (“Work”) identified on Exhibit “A” hereto. The locations at which such Work is to be performed (“City Facilities”) are also identified on Exhibit “A” hereto. The Work shall include all the terms and conditions of Contractor’s proposal dated December 26, 2019 (“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.
2. **COMPENSATION.** The maximum amount of compensation to be paid to Contractor hereunder, pursuant to this Agreement, shall not exceed **Three Hundred Thousand Dollars (\$300,000)**, which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, are set forth on the Cost Proposal attached hereto as Exhibit “A”. Except as may be specifically set forth in Exhibit “A”, or approved by the City in writing on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit “A”, on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If,

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

3. **TERM OF AGREEMENT.** The term of this Agreement (“Term”) shall commence on February 1, 2020, and shall terminate on January 31, 2023, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. At the conclusion of this three-year period, the City at its option, and with City Council approval, may renew this contract for up to two consecutive periods of one year each, beginning February 1, 2023 and February 1, 2024. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.
4. **COMMENCEMENT OF THE WORK.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City’s Director of Public Works (“Director”), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.
5. **INSPECTION OF WORK.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor’s conformance to the terms of this Agreement, pursuant to the City’s established review and approval procedures as the same may be amended from time to time. Without limiting the City’s rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.
6. **SOUTH GATE BUSINESS LICENSE.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.
7. **CONTRACTOR MUST PAY PREVAILING WAGES TO ITS EMPLOYEES.** This Agreement is a public works contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor’s performance hereunder is subject to Contractor’s compliance with prevailing wage rate payment requirements under California Labor Code § 1771.

Contractor must pay “prevailing wages” to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations’ web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is Contractor’s responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

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

9. **INDEPENDENT CONTRACTOR.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor’s behalf. The City shall not make state or federal unemployment contributions on Contractor’s behalf or withhold state or federal income

tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Contractor shall not discriminate against any employee, 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. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

11. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

11.1 Familiarity with Work. Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how

that Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

- 11.2 **Site Inspection.** Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.
 - 11.3 **No Solicitation.** Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.
 - 11.4 **No Fees, Commissions, Gifts or Other Consideration.** Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.
 - 11.5 **No Conflict of Interest by City.** Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.
 - 11.6 **No Conflict of Interest by Contractor.** Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.
12. **NON-EXCLUSIVITY.** The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for maintenance services in areas of the City other than the City Facilities identified in Exhibit "A" which are the subject of this Agreement.
 13. **NO ASSIGNMENT.** Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid

documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. PUBLIC EMPLOYEES RETIREMENT SYSTEM. Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

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

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

15.2 Liability Insurance. Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars

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

- 15.3 **Worker's Compensation Insurance.** Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.
- 15.4 **Automobile Liability Insurance.** Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence, and (b) Primary Property Damage of at least \$1,000,000 per occurrence.
- 15.5 **Qualifications of Insurers.** Each policy shall be issued by an insurance company having a "Best's Rating" of at least A and having a "Financial Size Categories" rating of at least VIII in the most current edition of "Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).
- 15.6 **City to be Named as Additional Insured Party.** All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement (CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.
- 15.7 **Primary Insurance.** Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.
- 15.8 **Blanket Policies.** Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items and matters to be insured under this Agreement, or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such

combined or blanket policies must, however, comply with each and every provision of this Section 15.

- 15.9 Restrictions on Cancellation and Reduction.** Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.
- 15.10 Waivers of Subrogation.** The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.
- 15.11 Verification of Coverage.** Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf, and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidences of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.
- 15.12 Form of Policies.** All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.
- 15.13 Policy Limits Do Not Limit Contractor's Liability.** The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.
- 16. TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "Termination Notice") that specifies a termination date (the "Early

Termination Date”) at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City’s early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

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

18. CITY’S REMEDIES FOR CONTRACTOR’S FAILURE TO PERFORM. Upon Contractor’s default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 Forfeiture of Bond/Negotiation of Security. The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor’s obligations, and may further cause to be negotiated any instrument of credit deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

18.2 Performance by City at Contractor’s Expense. Upon Contractor’s default, the City may make written demand upon Contractor, or Contractor’s surety (if any),

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

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

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

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

19. INDEMNIFICATION AND DEFENSE. Contractor and its sureties (if any) shall indemnify 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.

20. MISCELLANEOUS.

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

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

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

To Contractor:
W.A. Rasic Construction Company, Inc.
4150 Long Beach Blvd.
Long Beach, California 90807
Attn: Peter L. Rasic
Title President
Telephone No.: (562) 928-6111
Fax No.: (562) 928-7339
E-mail: prasic@warasic.com

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

- 20.2 Time.** Time is of the essence of every provision contained in this Agreement.
- 20.3 Incorporation of Recitals and Exhibits.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.
- 20.4 Successors and Assigns.** Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.
- 20.5 Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.
- 20.6 Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.
- 20.7 Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.
- 20.8 Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

- 20.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.
- 20.10 Entire Agreement.** This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- 20.11 Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- 20.12 Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.
- 20.13 Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.
- 20.14 No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.
- 20.15 Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

- 20.16 Joint and Several Liability.** If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.
- 20.17 No Third-Party Beneficiaries.** The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.
- 20.18 Patriot Act Compliance.** Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (“Order”) and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of “Designated Nationals” as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the “Orders”); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

[Remainder of page left blank intentionally]

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

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

CITY OF SOUTH GATE:

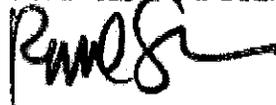
By: 
M. Belén Bernal, Mayor

Dated: 2/11/2020

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**W. A. RASIC CONSTRUCTION
COMPANY, INC.:**

By: 
Peter L. Rasic, President

Dated: 28 JANUARY 2020
RFC 2020-04

Exhibit “A”
Cost Proposal

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

AUG 03 2021

4:10 pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 10, 2021Originating Department: Public Works

Department Director:

Arturo Cervantes

Interim City Manager:

Chris Jeffers

SUBJECT: AMENDMENT NO. 5 TO CONTRACT NO. 3340 WITH SAFNA ENGINEERING & CONSULTING, A DIVISION OF SAFNA, TO EXTEND PROJECT MANAGEMENT SERVICES

PURPOSE: SAFNA Engineering & Consulting (SAFNA) is under contract to provide project management services for the delivery of Capital Improvement Program projects for the water system. The contract expires on August 23, 2021. Staff is recommending Amendment No. 5 to extend the contract on a month-to-month basis, for up to twelve months, to provide sufficient time to complete a recruitment process for a fulltime engineer.

RECOMMENDED ACTIONS: The City Council will consider:

- Approving Amendment No. 5 to Contract No. 3340 with SAFNA Engineering & Consulting, a Division of SAFNA, to continue engineering services for support on water capital projects and water operations, on a month-to-month basis, through August 10, 2022, in an amount not to exceed \$248,000;
- Appropriating \$248,000 in Water Funds from the unassigned water fund reserves to Account No. 411-731-52-6101 (Professional Service Account) to fund Amendment No. 5; and
- Authorizing the Mayor to execute Amendment No. 5 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 5 is for an amount of \$248,000 and it will be funded as summarized below. A \$248,000 appropriation in Water Funds to Account No. 411-731-52-6101 (Professional Service Account) is required to fund Amendment No. 5.

| Contract Summary | Water Funds | | Total Budget |
|------------------------|--------------------------|--------------------------|--------------------|
| | Acct No. 411-731-52-6101 | Acct No. 412-732-52-6101 | |
| Contract No. 3340 | \$215,000 | | \$215,000 |
| Amendment No. 1 | \$248,000 | | \$248,000 |
| Amendment No. 2 | \$248,000 | | \$248,000 |
| Amendment No. 3 | \$165,000 | | \$165,000 |
| Amendment No. 4 | \$124,000 | | \$124,000 |
| Amendment No. 5 | \$233,000 | \$15,000 | \$248,000 |
| Total | \$1,233,000 | \$15,000 | \$1,248,000 |

ALIGNMENT WITH COUNCIL GOALS: Proposed Amendment No. 5 meets the City Council's goal for "Continuing Infrastructure Improvements."

ANALYSIS: The Public Works Department manages the City's Capital Improvement Program (CIP). The CIP proposed for Fiscal Year 2021/22 includes over \$11 million for capital projects for the municipal water system. The Public Works Department currently utilizes the services of SAFNA Engineering to manage the implementation of the water system's CIP projects. As a part of the Fiscal Year 2021/22 Operating Budget, staff is proposing to budget for a Principal Civil Engineer position to transition these

contract services to in-house services. The position is expected to be created and filled within six to eight months, after the budget is approved; however, filling the position is subject to market conditions so it could take longer to fill. Staff is recommending extending the contract on a month-to-month basis, for up to twelve months, to provide sufficient time to complete the recruitment process. Amendment No. 5 provides for said extension as the contract expires on August 23, 2021.

As a part of the 2021/22 Fiscal Year Operating Budget, the Engineering Division is planned to be re-organized. Contracted staff augmentation and project management services will be replaced with full-time engineering staff. The subject SAFNA contract is planned to be replaced with a full-time Principal Civil Engineer. The Principal Civil Engineer will be responsible for the delivery of the water system's capital improvement program projects. The position is proposed to be budget with \$185,568 in Water Funds. Given the cost of SAFNA Services is \$248,000, this proposed change will result in a \$62,432 recurring annual savings. The proposal further aligns project management resources with the demand for water system capital projects over the next five years; provides water engineering expertise; provides for succession planning; and enhances the City's recruitment efforts for seasoned engineers.

BACKGROUND: The municipal water system is a complex network of pipelines, water wells and reservoirs. It serves residential, commercial, and industrial customers through more than 14,400 service connections. Water quality and reliability of the water system is a top priority. The Public Works Department, Engineering Division plans to implement over \$34 million in water system improvements in the next five years to address the needs of the municipal water system.

On June 27, 2017, the City Council approved Contract No. 3340 with SAFNA in the amount of \$215,000 to manage capital projects for the water system. To date, four amendments have been processed as summarized in the previous page for a total amount of \$1,000,000. The history of this contract demonstrates that there has been a sustained need and funding to implement capital projects for the water system. The Draft 5-Year Capital Improvement Program demonstrates that need and funding availability will continue for at least the next five years. As such, staff plans to supplant the subject contract services with a fulltime engineer. Until the position is budgeted, created, recruited, and filled, project management services are necessary.

Amendment No. 5 is recommended to extend Contract No. 3340 on a month-to-month basis for up to 12 months, as the contract expires on August 23, 2021. Under Amendment No. 5, SAFNA will continue providing project management services, site and office visits, and coordination with engineering and water operations staff. SAFNA will be assigned to manage the projects summarized below. Their services will continue at the competitive rate of \$119 per hour.

The budget approach to funding this contract is unique, due to the nature of the services. The contract and its amendments are funded through the Public Works operating budget, within the professional services account. Under Amendment No. 5, SAFNA will be expected to manage ongoing capital projects which are listed on the following page. These projects have a combined budget of over \$11 Million. The project list identifies the estimated service fees per project; however, actual service fees will be based on the amount of time SAFNA dedicates to and charges each project.

| Projects-FY 2020/21 | Account Number | Potential Service Fees | Estimated Project Budget Balance |
|---|-----------------------|-------------------------------|---|
| AMI/AMR Water Meter Replacement, Phase III (Project No. 649-WTR) | 411-731-71-9581 | \$20,000 | \$1,050,000 |
| Water System Facilities Chlorination Upgrades, (Project No. 586-WTR) | 411-731-71-9557 | \$20,000 | \$150,000 |
| Long Beach Blvd Water Service Lateral Replacements, (Project No. 638-WTR) | 411-731-71-9578 | \$25,000 | \$1,400,000 |
| Water Well No. 30, (Project No. 605-WTR) | 411-731-71-9577 | \$30,000 | \$5,400,000 |
| Coating of Hawkins, Santa Fe and Elizabeth Tanks (Project No. 645-WTR) | 411-731-71-9576 | \$20,000 | \$730,763 |
| Well Decommissioning at Two Locations, (Project No. 646-WTR) | 411-731-71-9579 | \$10,000 | \$200,000 |
| SCADA Integration (Project No. 666-WTR) | 411-731-71-9580 | \$10,000 | \$132,370 |
| PFAS Study (Project No. 666-WTR) | 411-731-71-6101 | \$15,000 | \$200,000 |
| Park Reservoir PFOA Treatment Facility (Design) | 411-731-71-6101 | \$15,000 | \$1,000,000 |
| Water Main Replacement Phase I (Design) | 411-731-71-6101 | \$15,000 | \$750,000 |
| Salt Lake Tank Blight Mitigation (Design) | 411-731-71-6101 | \$15,000 | \$400,000 |
| Citywide Valve Replacement (Design) | 411-731-71-6101 | \$15,000 | \$100,000 |
| Sewer System Management Plan (SSMP) | 411-731-52-6101 | \$15,000 | \$75,000 |
| As-needed Engineering Services | 411-731-71-6101 | \$15,000 | |
| Other Miscellaneous Projects | 411-731-71-6101 | \$8,000 | |
| Total | | \$248,000 | \$11,588,133 |

- ATTACHMENTS:**
- A. Proposed Amendment No.5
 - B. Amendment No.4
 - C. Amendment No.3
 - D. Amendment No.2
 - E. Amendment No.1
 - F. Contract No. 3340

CC:lc

**AMENDMENT NO. 5 TO CONTRACT NO. 3340
EXTENDING PROJECT MANAGEMENT SERVICES, BETWEEN
THE CITY OF SOUTH GATE AND
SAFNA ENGINEERING & CONSULTING, A DIVISION OF SAFNA**

This Amendment No. 5 to Contract No. 3340, Extending Project Management Services ("Amendment No. 5"), is made and entered into on August 10, 2021, by and between the City of South Gate, a municipal corporation ("City"), and SAFNA Engineering & Consulting, a Division of SAFNA, a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on June 27, 2017, the City Council approved Contract No. 3340 with SAFNA Engineering & Consulting, a Division of Heateflex ("Agreement"), for project management services, for a one-year term, through and including June 30, 2018, in an amount not to exceed Two Hundred and Fifteen Thousand Dollars (\$215,000);

WHEREAS, on June 26, 2018, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") extending the Scope of Services for a one-year term, through and including June 30, 2019, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Sixty-Three Thousand Dollars (\$463,000);

WHEREAS, on June 25, 2019, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2") extending the Scope of Services for a one-year term, through and including June 30, 2020, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a total sum of Seven Hundred Eleven Thousand Dollars (\$711,000);

WHEREAS, on June 23, 2020, the City Council approved Amendment No. 3 to the Agreement ("Amendment No. 3") extending the Scope of Service on a month-to-month basis for not more than eight additional months, through and including February 28, 2021, in an amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of Eight Hundred Seventy-Six Thousand Dollars (\$876,000);

WHEREAS, on February 23, 2021, the City Council approved Amendment No. 4 to the Agreement ("Amendment No. 4") extending the Scope of Service on a month-to-month basis for not more than six additional months, through and including August 23, 2021, in an amount not to exceed One Hundred Twenty-Four Thousand Dollars (\$124,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment

No. 2, Amendment No. 3 and Amendment No. 4 to a total sum of One Million Dollars (\$1,000,000); and

WHEREAS, the City Council and Consultant desire to execute Amendment No. 5 to the Agreement (“Amendment No. 5”) extending the Scope of Services on a month-to-month basis for not more than twelve additional months, through and including August 10, 2022, in an amount not to exceed Two Hundred and Forty-Eight Thousand Dollars (\$248,000) under the terms and conditions of the Agreement provided that the current hourly rates schedule remains unchanged, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 to a total sum of One Million Two Hundred and Forty-Eight Thousand Dollars (\$1,248,000).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **TERM.** The term of the Agreement is hereby extended on a month-to-month basis, for not more than twelve additional months, **through and including August 10, 2022**, inclusive, unless terminated earlier by the City. The City reserves the right to terminate the Agreement upon thirty (30) days’ prior written notice to consultant and without any additional compensation.
- b. **COMPENSATION.** Without limiting the generality of the foregoing, the hourly compensation payable by City to Consultant shall remain unchanged during the term of this Amendment No. 5 as extended by Section 1, above. Furthermore, the City reserves the right to augment or reduce the scope of work as the City deems necessary.

The amount of compensation paid by City to Consultant **shall not exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000)**. The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No 5, shall not exceed the total sum of One Million Two Hundred and Forty-Eight Thousand Dollars (\$1,248,000).

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. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1, above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

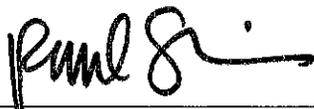
By: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**SAFNA ENGINEERING AND CONSULTING,
A DIVISION OF SAFNA:**

By: _____
Jorge Ramirez, President

Dated: _____

**AMENDMENT NO. 4 TO CONTRACT NO. 3340
EXTENDING PROJECT MANAGEMENT SERVICES BETWEEN
THE CITY OF SOUTH GATE AND
SAFNA ENGINEERING & CONSULTING, A DIVISION OF SAFNA**

This Amendment No. 4 to Contract No. 3340 extending project management services ("Amendment No. 4"), is made and entered into on February 23, 2021, by and between the City of South Gate, a municipal corporation ("City"), and SAFNA Engineering & Consulting, A Division of SAFNA, a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on June 27, 2017, the City Council approved Contract No. 3340 with SAFNA Engineering & Consulting, a Division of Heateflex ("Agreement") for project management services, for a one-year term, through and including June 30, 2018, in an amount not to exceed Two Hundred Fifteen Thousand Dollars (\$215,000);

WHEREAS, on June 26, 2018, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") extending the Scope of Services for a one-year term, through and including June 30, 2019, in an amount not to exceed Two Hundred Forty Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Sixty-Three Thousand Dollars (\$463,000);

WHEREAS, on June 25, 2019, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2") extending the Scope of Services for a one-year term, through and including June 30, 2020, in an amount not to exceed Two Hundred Forty Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a total sum of Seven Hundred Eleven Thousand Dollars (\$711,000);

WHEREAS, on June 23, 2020, the City Council approved Amendment No. 3 to the Agreement ("Amendment No. 3") extending the Scope of Service on a month-to-month basis for not more than eight additional months, through and including February 28, 2021, in an amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 and Amendment No. 3 to a total sum of Eight Hundred Seventy Six Thousand Dollars (\$876,000); and

WHEREAS, the City Council and Consultant desire to execute Amendment No. 4 to the Agreement ("Amendment No. 4") extending the Scope of Services on a month-to-month basis for not more than six additional months, through and including August 23, 2021, in an amount not to exceed One Hundred Twenty-Four Thousand Dollars (\$124,000) under the terms and conditions of the Agreement provided that the current hourly rates schedule remains unchanged, bringing the

aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 to a total sum of One Million Dollars (\$1,000,000).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **TERM.** The term of the Agreement is hereby extended on a month-to-month basis, for not more than twelve additional months, **through and including August 23, 2021**, inclusive, unless terminated earlier by the City. The City reserves the right to terminate the Agreement upon thirty (30) days' prior written notice to Consultant and without any additional compensation.
- b. **COMPENSATION.** Without limiting the generality of the foregoing, the hourly compensation payable by City to Consultant shall remain unchanged during the term of this Amendment No. 3 as extended by Section 1 above. Furthermore, the City reserves the right to augment or reduce the scope of work as the City deems necessary.

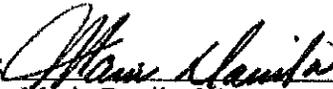
The amount of compensation paid by City to Consultant **shall not exceed One Hundred Twenty Four Thousand Dollars (\$124,000)**. The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 shall not exceed the total sum of One Million Dollars (\$1,000,000).

- 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.

[Remainder of page left blank intentionally.]

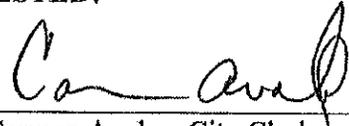
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

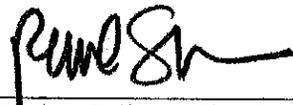
By: 
Maria Davila, Mayor

Dated: 3-4-2021

ATTESTED:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**SAFNA ENGINEERING AND CONSULTING,
A DIVISION OF SAFNA:**

By: 
Jorge Ramirez, President

Dated: 2/18/21

**AMENDMENT NO. 3 TO CONTRACT NO. 3340
FOR PROFESSIONAL SERVICES FOR PROJECT MANAGEMENT SERVICES
BETWEEN THE CITY OF SOUTH GATE AND
SAFNA ENGINEERING & CONSULTING, A DIVISION OF SAFNA**

This Amendment No. 3 to Contract No. 3340 for Professional Services for project management services ("Amendment No. 3"), is made and entered into on June 23, 2020, by and between the City of South Gate, a municipal corporation ("City"), and SAFNA Engineering & Consulting, A Division of SAFNA, a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on July 11, 2017, the City Council approved Contract No. 3340 with SAFNA Engineering & Consulting, a Division of Heateflex ("Agreement") for project management services, for a one-year term, through and including June 30, 2018, in an amount not to exceed Two Hundred Fifteen Thousand Dollars (\$215,000);

WHEREAS, on June 26, 2018, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") extending the Scope of Services for a one-year term, through and including June 30, 2019, in an amount not to exceed Two Hundred Forty Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Sixty-Three Thousand Dollars (\$463,000);

WHEREAS, on June 25, 2019, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2") extending the Scope of Services for a one-year term, through and including June 30, 2020, in an amount not to exceed Two Hundred Forty Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a total sum of Seven Hundred Eleven Thousand Dollars (\$711,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 3 to the Agreement ("Amendment No. 3") extending the Scope of Services on a month-to-month basis for not more than eight additional months, through and including February 28, 2021, in an amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000), under the terms and conditions of the Agreement provided that the current hourly rates schedule remains unchanged, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of Eight Hundred Seventy-Six Thousand Dollars (\$876,000).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **TERM.** The term of the agreement is hereby extended on a month-to-month basis, for not more than eight additional months, **through and including February 28, 2021**, inclusive, unless terminated earlier by the City. The City reserves the right to terminate the Agreement upon thirty (30) days' prior written notice to Consultant.
- b. **COMPENSATION.** Without limiting the generality of the foregoing, the hourly compensation payable by City to Consultant shall remain unchanged during the term of this Amendment No. 3 as extended by Section 1 above. Furthermore, the City reserves the right to augment or reduce the scope of work as the City deems necessary.

The amount of compensation paid by City to Consultant shall not exceed **One Hundred Sixty-Five Thousand Dollars (\$165,000.00)**. The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of **Eight Hundred Seventy-Six Thousand Dollars (\$876,000)**.

2. **INDEPENDENT CONTRACTOR.** Consultant is hereby retained as an independent contractor for the sole purpose of rendering professional and/or special services described herein. Neither Consultant nor its employees are agents or employees of the CITY. Consultant shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance. Consultant, as an independent contractor, is responsible for paying under federal, state or local law. Consultant and its employees are thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, Consultant is not eligible to receive overtime, vacation or sick pay. Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of City. Consultant shall have the sole and absolute discretion in determining the methods, details and means of performing the services required by City. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the services to be performed under this Agreement. CITY shall not have any right to direct the methods, details and means of the services; however, Consultant must receive prior written approval from City before using any sub-consultants for services under this Agreement.

3. **INDEMNIFICATION OF CALPERS DETERMINATION.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing

Amendment No. 3
to Contract No. 3340

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.

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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Maria Davila, Mayor

Dated: 7-21-2020

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**SAFNA ENGINEERING AND CONSULTING,
A DIVISION OF SAFNA:**

By: 
Page 3 of 4

Amendment No. 3
to Contract No. 3340

Jorge Ramirez, President

Dated: July 7TH, 2020

**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES WITH SAFNA ENGINEERING &
CONSULTING, A DIVISION OF HEATEFLEX**

THIS AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH SAFNA ENGINEERING & CONSULTING, A DIVISION OF HEATEFLEX, ("Amendment No. 2"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the City of South Gate, a municipal corporation ("City"), on the one hand, and SAFNA Engineering & Consulting, A Division of Heateflex., a California corporation ("Consultant").

RECITALS:

WHEREAS, City and Consultant have previously executed that certain *Agreement No. 3340 for Professional Services* ("Contract") dated July 11, 2017 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$215,000; and

WHEREAS, City and Consultant have previously executed the Amendment No. 1 to Contract No.3340, dated June 26,2018, ("Amendment No.1") to extend the scope and services in an amount not to exceed \$248,000 for professional services in the City of South Gate; and

WHEREAS, City and Consultant desire to execute Amendment No. 2 to contract No. 3340 to extend the termination date for an additional 12-months from the original termination date from June 30, 2019 to June 30, 2020; and

WHEREAS, Consultant submitted a cost estimate as part of its proposal (Exhibit A); and

WHEREAS, Exhibit A from Amendment No. 2 provides Consultant's Project Management Services, at a rate of \$119 per hour; and

WHEREAS, City and Consultant desire to execute Amendment No. 2 covering said additional Professional Services for an amount not to exceed \$248,000 per year, bringing the aggregate total of the Agreement and this Amendment 2 to a sum not-to-exceed \$248,000;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY CONSULTANT.**

Amendment No. 2
to Contract No. 3340

- a. Extend the Contract scope of work and services to City as shown in proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 2.
- b. Extend the termination date of the Contract for additional 12-months from the original termination date or from June 30, 2019 to June 30, 2020.

2. EFFECT OF AMENDMENT.

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. City reserves the right to augment or reduce the scope of work as City deems necessary.

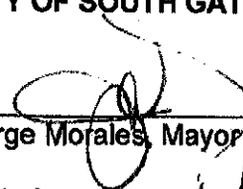
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3. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No.2 shall become effective as of the date set forth below on which the last of the parties, whether City or Consultant, executes this Amendment.

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"
CITY OF SOUTH GATE



Jorge Morales, Mayor

Dated: _____

6/25/19

ATTEST:



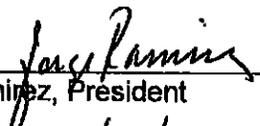
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

"CONSULTANT"
SAFNA ENGINEERING AND CONSULTING, A DIVISION
OF HEATEFLEX



Jorge Ramirez, President

Dated: _____

6/11/2019

**Amendment No. 2
to Contract No. 3340**



May 15, 2019

Attn: Arturo Cervantes
Public Works Director
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: Proposal for Project Management Consulting Services for the City of South Gate

Dear Mr. Cervantes:

Thank you for the opportunity to collaborate with the City of South Gate. Enclosed please find the following documents:

1. SAFNA key resumes
2. SAFNA rate schedule
3. SAFNA Statement of Qualifications

In addition, I certify that we will honor a \$119 hourly rate for the upcoming renewal. My team and I are available to meet with you at your offices to further discuss this proposal. Please contact me directly at 818-441-2153.

Sincerely,

A handwritten signature in black ink that reads 'Jorge Ramirez'. The signature is written in a cursive, flowing style.

Jorge Ramirez
President and CEO



FEE SCHEDULE

| Classification | Hourly Rates | Discounted Rates |
|---------------------|--------------|------------------|
| Principal | \$215 | \$194 |
| Program Manager | \$195 | \$176 |
| Principal Engineer | \$190 | \$171 |
| Project Manager* | \$145 | \$131 |
| Senior Engineer* | \$144 | \$130 |
| Project Engineer* | \$135 | \$122 |
| Associate Engineer* | \$120 | \$108 |
| CAD Specialist | \$110 | \$99 |

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing, equipment rental and any services performed by subcontractor will be billed at cost plus 10%. The rates will be subjected to a 4% annual escalation and will be automatically adjusted in the invoice. Mileage at IRS Rate.

*Classifications are field rates.



PROFESSIONAL CAPABILITIES/SUMMARY

Mr. Ananda has over 30 Years of professional engineering and program management experience in public and private entities, managing millions of dollars in infrastructure. He has a high degree of Project Management, Construction Management, and Contract Administration experience. He has experience with Operation and Maintenance of Water, Sewer, and Recycled Water Systems. Additionally, Mr. Ananda has in depth design and operations experience with Street Improvements, Groundwater Wells, Pumping Stations, Water Treatment Plants and SCADA Systems. Below is a summary of some of Mr. Ananda's notable projects.

YEARS OF EXPERIENCE
30+

EDUCATION
MS, Sanitary/Environmental Engineering

BS, Civil Engineering

REGISTRATIONS
Professional Engineer, California
Water Treatment Plant Operator
Grade 4
Water Distribution System Operator
Grade 5
Sewer Collection System Operator
Grade 4

SUMMARY OF RELEVANT EXPERIENCE

City of South Gate Start-End: 2014- Present
Program Manager

- Mr. Ananda manages the City's Capital Improvement Program, including the design and construction of Elizabeth Reservoir, Santa Fe Water Tower rehabilitation, water mains, booster pump station. He assists operations managing water quality issues of Cr6+, VOCs, I&M, treatment. He represents the City in Regional Water Management meetings, manages regulatory issues of water quality and drought, and manages AMR meter replacement project (est. \$1.1 mil). He assists water and sewer staff with technical issues. He manages RFP's, hiring consultants, managing consultant's task orders and reviews all project schedules to ensure timely delivery.

City of Pico Rivera Start-End: 2012-2014
Contract Utility Program Manager

- Mr. Ananda worked with the Public Works Director to implement programs and projects. He assists in the overall planning, organization and management of all aspects of utility operations, works with field superintendents to ensure coordinated work assignments and project planning related to the operation, maintenance and construction of electric, facility, water and wastewater systems. He conducted reviews, and prepared requisitions for necessary equipment, material and supplies. He also prepared equipment and bid specification documents. Mr. Ananda represents the City in Regional Water Management meetings, and compiles information and projections to aid in the preparation of annual budget requests. He monitors established budget and utilizes authorized budgetary and purchasing procedures. Mr. Ananda manages and provides oversight for contracted utility projects including pump stations SCADA, services, and purchases, regularly inspects work sites to ensure progress and compliance with City standards of quality and contract terms and conditions, and manages operations and maintenance of sewer system.

SYMTECH Corporation, Camp Pendleton
Start-End: 2012

Water Systems Contract

- Mr. Ananda was responsible for the daily operation of Camp Pendleton North Area Water System supervise SCADA based operations of booster pump stations, water wells, on-site treatment and reservoirs. His tasks included trouble-shoot equipment and systems operations.



K. "Ana" Ananda, PE
Project Manager

Central Basin MWD

Start-End: 2009-2011

Engineering and Operations Manager

- Headed the Engineering and Operations Department where he managed engineering, water resources, operations staff, and consultants. He oversaw the Southeast Water Reliability Project - 13 miles of recycled water mains, pump station, street improvements, and chlorination facilities. Total \$40 million. Mr. Ananda managed imported water distribution to purveyors, operation of water treatment facility, and recycled water distribution system. He prepared project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Long Beach Water Department, Long Beach, CA

Start-End: 1994-2009

Senior Civil Engineer

- Mr. Ananda served as a senior project engineer for the Long Beach Conjunctive Use Program, Pilot Plants for advanced water treatment, well rehabilitation (10 wells), new groundwater wells (7), aquifer storage and recovery wells, and collection systems. He managed the complexed LBWD Bottling Plant Facility (nanofiltration) and Treatment Plant Facility upgrades, and the Long Beach Recycled Water Expansion Project Phase 1. He was the lead in the implementation of major water and sewer main replacement projects. He supervised technical and maintenance staff in preparing the CIP budget, project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Padre Dam Municipal Water District

Start-End: 1990- 1994

Project Manager

- Mr. Ananda served as Project Manager, CALTRANS State Route 52 utility relocation, (60", 12", 20", and 24" water, reclaimed water, and sewer mains). He led the design of Fletcher Hills Reservoir. He managed the preparation of the preliminary design report and CEQA documents report for Galloway Valley Reservoir. Mr. Ananda also managed the design and construction of Five-year Master Plan Water Projects, the design and construction management of San Diego County Water Authority Connection # 6, (30" main), and the design and manage construction of Prospect Avenue water main replacement project (3 miles of 12" main).

Malcolm Pirnie, Inc.

Start-End: 1986-1990

Project Engineer

- Mr. Ananda managed the Chlorination/dechlorination Facility Expansion, in the City of Titusville, Florida. He was in charge of the Lake Formosa sewer rehabilitation project of City of Orlando, Florida (24"- 42" sewers), 7 mgd pump station, construction cost \$7 mil. He managed the South-west interceptor force main master plan and pump station improvements, in the City of Titusville's sewer system. He managed the completion of the water system master plan, and hydraulic analysis, for the City of Holly Hill, Florida.



PROFESSIONAL CAPABILITIES/SUMMARY

Reymundo is a California licensed professional Civil Engineer with more than 23 years of public agency and private sector experience managing more than \$1.5 billion in infrastructure projects in Los Angeles and San Bernardino Counties. Prior to being an owner and principal at SAFNA, Mr. Trejo recently served as the Assistant General Manager and Chief Engineer for San Gabriel Valley's largest wholesale water agency the San Gabriel Valley Municipal Water District (SGVMWD). Mr. Trejo was responsible for the planning, design, and construction of all large-scale infrastructure projects covering 17 cities and 19 local public agencies in the San Gabriel Valley.

His extensive personal contacts among the regional stakeholders and regulatory agencies will be invaluable in identifying the most expeditious path through the maze of institutional and regulatory approvals which will be needed for projects in the San Gabriel Valley. Mr. Trejo's recent work includes program manager of a 9-mile infrastructure pipeline for the SGVMWD required collaboration with stakeholders in the San Gabriel valley including the Los Angeles County Department of Public Works, the City of South El Monte, City of El Monte, City of Baldwin Park, City of Rosemead, and LA County's Park and Recreation at the Whittier Narrows facilities. Mr. Trejo brings strong experience with regulatory agencies including the Los Angeles County Flood Control District, State Water Resources Control Board, Los Angeles County Department of Public Health, Fish and Game, and the U.S. Army Corps of Engineers Los Angeles District.

SUMMARY OF RELEVANT EXPERIENCE

Mr. Trejo currently is a principal at SAFNA Engineering and Consulting, where he is actively engaged with public clients in Los Angeles County. The following is Mr. Trejo's highlights of his program management experience.

Program Management of the San Gabriel Valley Infrastructure System Implementation (2011-2016)

Mr. Trejo served as the Chief Engineer for the San Gabriel Valley's regional recycled water program, where he managed the planning, design, customer development, and construction of over 24 miles of recycled water pipeline conveyance system in several cities including South El Monte, El Monte, Rosemead, La Puente, West Covina, and the City of Industry. As part of this program, Mr. Trejo served as the Program Manager for a 2 Million Gallon steel storage tank constructed on a highly visible neighborhood hillside in the City of West Covina. The project required tremendous coordination with the local utilities, city council, and neighboring residents located near the project. Mr. Trejo also lead the conversion of over 40 customers retrofits to recycled water. This included coordination with the public works departments in South El Monte, El Monte, Rosemead, and West Covina. Mr. Trejo also coordinated all the Federal and State funding as well as the permitting requirements for the project involving the Regional Board, LA County Public Health, and the State's Division of Drinking Water. Because this was partially funded by USBR funding, the program involved the completion of both CEQA and NEPA documentation.

Program Management of the San Gabriel Valley Regional Conveyance Program for Groundwater Replenishment (2010 -2016)

For nearly 6-years, Mr. Trejo lead a team of staff, contractors and consultants in the planning, permitting, and design of a regional Indirect Reuse Groundwater Replenishment Project. This project involved a 9-mile infrastructure pipeline to convey over 10,000 acre-feet annually of Los Angeles Sanitation District's highly treated recycled water to the Los Angeles County Flood Control District spreading grounds at Santa Fe Damn originating from the 60 and 605 freeway to the 210 and 805 interchanges. Mr. Trejo lead the

YEARS OF EXPERIENCE

23

EDUCATION

BS, Civil/Environmental Engineering, University of Southern California

Leadership LA Class of 2012

REGISTRATIONS

Professional Civil Engineer CA (2004) #66962

AFFILIATIONS

- Southern California Water Committee*
- WaterReuse Association National Member*
- WaterReuse Los Angeles, Orange County, and Ventura Chapters*
- American Society of Civil Engineers*
- AWWA Recycled Water Committee*
- AWWA Desalination Committee*
- American Council of Engineering Companies*



REYMUNDO TREJO, PE Program Manager

feasibility study, groundwater modeling, right of way planning and final design of the program, where it would cross numerous San Gabriel Valley cities and multiple jurisdictions. The project is predominantly located along U.S. Army Corps property adjacent to the San Gabriel River. Mr. Trejo lead all agency coordination with the State Department of Public Health, the Regional Board, the U.S. Army Corps of Engineers, the Sanitation Districts of Los Angeles County, and the Los Angeles County Flood Control District, among numerous other public and private entities. Mr. Trejo also lead all jurisdictional permitting for the project and was successful in receiving the Engineering Report approval from both the State Division of Drinking Water and the Regional Water Quality Control Board.

City of Los Angeles Department of Water and Power River Supply Conduit Improvement – Upper Reach Unit 5 and Unit 6 Large Trunk Line Conveyance Program Management (2007-2010)

Mr. Trejo was part of the Boyle Engineering (now AECOM) program management team in charge of design, permit coordination, utility coordination, and agency coordination for the City of Los Angeles Department of Water and Power's large diameter trunk line improvements projects. The trunk diameter ranged from 54 to 78 inches and just over 5 miles of total linear conveyance. The project included tunneling sections and open-trench methods all in the City of Los Angeles. Mr. Trejo worked with numerous agencies, sub-consultants, city staff, and local regulatory agencies in coordinating and securing the permits required for the project.

City of Ontario Program Manager Capital Improvement Projects (2006-2007)

Mr. Trejo served as Principal Engineer and Utilities Manager for the City of Ontario's \$700 Million Capital Improvement Program. He also served as the City's representative in a Developer Partnership New Model Colony. Mr. Trejo was responsible for the overall planning, design, construction, and operations of the water, storm water, and utilities infrastructure. Mr. Trejo headed all local and state permitting requirements, all environmental documents, and final bid documents to contract construction companies following the public design, bid, and build process. Among the projects designed and constructed included one 10 MG pre-stressed concrete storage facilities tank, a 6 MG storage facilities tank, eleven (11) groundwater production well facilities, and nearly 26 miles of sewer and potable water infrastructure pipeline projects. The New Model Colony included the master planning of communities covering over 8,200 acres of undeveloped land, 31,000 residential units, 163 acres of parks, and 5 million square feet of commercial of which recycled water was targeted to supply 25% of the overall water demand. Mr. Trejo worked closely with all design teams during the construction of several public and private housing facilities in the City's downtown area.

City of Long Beach Capital Improvement Plan Implementation Manager (2002-2005)

Mr. Trejo was the water resources manager in charge of all capital improvement projects for the City of Long Beach. He was the lead manager for all master planning efforts for the city including the water, recycled water, and sewer master plans. Mr. Trejo lead the planning, design, and construction of over 20 miles of water main replacement throughout various parts of the City. Mr. Trejo was also the project manager for numerous groundwater wells, aquifer storage and recovery wells, and was the City's representative with regards to all groundwater basin coordination with the Water Replenishment District, the Central Basin Municipal Water District, and the Regional Board.

Program Engineer for the Metropolitan Water District of Southern California (1995-2002)

For more than 7 years, Mr. Trejo served as a staff engineering at the Metropolitan Water District (MWD). Mr. Trejo provided intense project controls, technical and financial analysis and developed recommendations for the weekly management of water supply deliveries through Metropolitan's large-scale infrastructure system. He prepared the analysis involved with the annual water supply costs, system demands, power costs, and system operations for all five treatment plans. Other tasks included the calculation of demands, peaking factors, population projections, cost analysis, and final plan preparation. Mr. Trejo produced extensive analysis working closely with multiple Metropolitan sections and direct coordination with technical planners of 26-member agencies to formulate water forecasts and develop delivery schedules for replenishment and cyclic water deliveries. Mr. Trejo also worked closely with the review of the engineering program expansion of several reservoirs and treatment plan facilities.



Umesh Shah, PE
Principal Engineer

PROFESSIONAL CAPABILITIES/SUMMARY

Mr. Shah has more than 28 years of experience regarding municipal utilities engineering and water/wastewater construction engineering services. Umesh has provided engineering services on various government and public projects. While working with the City of San Jose, Umesh assisted on several Zero Waste Project for processing Bio-Degradable City Waste.

SUMMARY OF RELEVANT EXPERIENCE

Western Pacific Storage Solutions, San Dimas, CA Start-End: 01/2018-11/2018

Project Manager

Retail Storage Facilities

- Construction of steel storage facilities for AMAZON, TARGET, WALMART and WILLIAM SONOMA. Mentored (17) people staff including project managers, estimators and CAD.

OnQuest Inc., San Dimas, CA Start-End: 01/2013 – 01/2018

Lead Project Manager

Various Projects

- Design and Construction of City of San Jose and City of San Francisco Bio-Gas Plants from Degradable Waste to Energy, Fertilizers and CNG.
- Construction of Control Rooms, Compressor Building and Site Grading. Design & Construction of Microturbine Project for Occidental Petroleum in Huntington Beach.
- Selection of Instrumentation like flow meters, Temperature Transmitters and Control valves.
- Prepared O&M Manuals for COM-PAC Skid Mounted Vapor Recovery Systems.
- Specified and Prepared Vessel Drawings per ASME PV Code and AWS D1.1. Prepared Piping and Isometric Drawings. Drilling of Wells for THUMS/OXY. Design and Estimation for Tire Recycling Project Design and Construction of 100,000 GPD LNG Projects for Stabills Energy, TX and LNG Holdings in Miami.
- Designed, Procured Materials and constructed 150 MGD LNG Project for Fortress Energy Group in Titusville, Florida.
- Design and Construction of City of San Jose and City of San Francisco Bio-gas Plants from Degradable Waste to Energy, Fertilizers and CNG.

EAR Construction, Riverside, CA Start-End: 09/2010 – 01/2013

Project Manager

Various Projects

- Managed and supervised Engineering Department for design review, bidding, and the project management for: MWD Air and Vacuum Valve Relocation Project in Los Angeles County, Vandenberg AFB 30" HDPE Water Line Project and HVAC Upgrades
- City of Corona and City of Fullerton Potable and Recycled Water Pipeline Project

Jurupa Community Service District, Mira Loma, CA Start-End: 06/2003 – 08/2010

Senior Project Manager

Various Projects

YEARS OF EXPERIENCE

28

EDUCATION

BS, MS University of Baroda, India

Registrations

Professional Civil Engineer (C-56113)
California

QSD/QSP License #00712 from
CASQA

CORE SKILLS

Management
Design Development
CAD/CAM
AUTOCAD 2D and 3D
MS Office
Primavera
GIS
RSO-OSHA training



Umesh Shah, PE
Principal Engineer

- Design, Budget, Construction and Project Management of Capital Improvement Projects such as, 6 MG Welded Tanks, 11.8 MG Concrete Tank, (4) Wells Drilling and Equipping, Selection of Fairbanks Morse Pumps for Lift Station, IXP Plant Design and Construction, Pipe Lines 8" to 42" Diameter HDPE/VCP/CML/CMC, Control Valve selection.
- Met with stakeholders for progress reporting, punch-list items and closure.
- SCADA and Electrical upgrade of a treatment plant.
- Replacement of water meters for auto-read district-wide in Mira Loma and Eastvale area.

Rapid Rack Industries, Inc., Industry, CA Start-End: 02/1997 – 06/2003

Project Manager

Various Projects

- Design & Construction, Project Management of Automatic Storage and Retrieval Systems for clients including: MBS Bookstore, UNLV, Sonoma State University, Lucent technologies, Boeing and Coming.
- Warranty repairs, scheduling, estimating and budget preparation.
- Managed the design and strength calculations, first article inspection, kick-off meetings with clients and installation per drawings.

Metropolitan Water District of Southern California, Los Angeles, CA Start-End: 06/1990 – 12/1996

Assistant Engineer & Contract Management

Various Projects

- Design, Construction and Review of submittals for equipment such as fiberglass tanks, pumps, piping, valves, and chlorination etc.
- Major Capital Improvement Projects included: Jensen Filtration Plant-1, Mills Expansion-2, Expansion of Diemer Filtration Plant, procurement of Kubota and Korimoto BFVs for Dominigoni Valley Reservoir.
- Approval of major Filtration Equipment and HVAC Equipment, Sizing Ducts, HVAC Units, Title 24 Calculations.
- Trained in the process of Desalination Project and pumps by MWD.

Relevant Project Experience

Water Conveyance

- Vandenberg AFB 30" HDPE Water Line Project and HVAC Upgrades.
- Design and construction of 12-inch Recycled Water Line for City of Corona
- Design and construction of 8-inch Water Line for City of Fullerton
- Replacement of water meters for auto-read district-wide in Mira Loma and Eastvale area.
- Managed and supervised Engineering Department for design review, bidding, and the project management for: MWD Air and Vacuum Valve Relocation Project in Los Angeles County.
- Design and Construction of several miles of conveyance and transmission pipelines, 8" to 42" diameter, using HDPE/VCP/CML/CMC materials for construction.

Sewer and Storm Water

- Over 30,000 LF of Water and Sewer Pipelines cml/cmc, RCP, CPVC, HDPE force mains.
- Demolition of Sewer Plant on Bain/Limonite and construction of new Indian Hills Booster Station.
- River Road Lift Station and Head Works with JWC Environmental Muffin Monster.
- Project manager of 100-Year Flood Control Project at Bain to protect Sewer Plant from shift of flow by 200-FT for Santa Ana River – USACOE, DFG and RWQB Permits
- Project Manager for design and bid preparation for Fairbanks Morse Pumps for Lift Station.

Treatment Facilities

- Design and Construction of Roger T. Garden IXP Plant to treat 8 MG Water and Blending Plant, Site Grading, Drainage, Vessels, Piping, Dosing Pumps, Waste Tanks, Chemical Building.
- Design and construction of Well #17 and Well #18 Nitrate Wellhead Treatment Plant Project.
- Mills Filtration Plant Expansion 2 Project Engineering Support \$55M
- Jensen Filtration Plant Expansion 1 Project Engineering Support \$300 M, contract management, Civil and Mechanical piping, Tanks, Valves, Flocculators, Chlorine Supply
- Project manager for procurement for 66" BFV from Kubota for Diamond Valley Lake.
- Design and Construction of City of San Jose and City of San Francisco Bio-Gas Plants from Degradable Waste to Energy, Fertilizers and CNG.
- Construction of Control Rooms, Compressor Building and Site Grading. Design & Construction of Microturbine Project for Occidental Petroleum in Huntington Beach.
- Designed, Procured Materials and constructed 150 MGD LNG Project for Fortress Energy Group.

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES WITH SAFNA ENGINEERING &
CONSULTING, A DIVISION OF HEATEFLEX**

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH SAFNA ENGINEERING & CONSULTING, A DIVISION OF HEATEFLEX, ("Amendment No. 1"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the City of South Gate, a municipal corporation ("City"), on the one hand, and SAFNA Engineering & Consulting, A Division of Heateflex., a California corporation ("Consultant").

RECITALS:

WHEREAS, City and Consultant have previously executed that certain *Agreement for Professional Services* (Contract No. 3340) dated July 11, 2017 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$215,000; and

WHEREAS, City desires to extend the scope and services in an amount not to exceed \$248,000 as shown on the Consultant's proposal being attached here as part of this Amendment No. 1 (Exhibit A); and

WHEREAS, City desires to extend the termination date for an additional 12-months from the original termination date from June 30, 2018 to June 30, 2019; and

WHEREAS, Consultant had submitted a cost estimate as part of its proposal (Exhibit A); and

WHEREAS, Exhibit A from Amendment No. 1 provides Ana Ananda will serve as the Consultant's Project Manager, at a rate of \$119 per hour; and

WHEREAS, City and Consultant desire to execute Amendment No. 1 covering said additional Professional Services for an additional amount not to exceed \$248,000, bringing the aggregate total of the Agreement and this Amendment 1 to a sum not-to-exceed \$248,000;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY CONSULTANT.

- a. Consultant shall extend its scope of work and services to City as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of

this Amendment No. 1.

- b. Consultant shall extend the termination date for additional 12-months from the original termination date or from June 30, 2018 to June 30, 2019.

2. EFFECT OF AMENDMENT.

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. City reserves the right to augment or reduce the scope of work as City deems necessary.

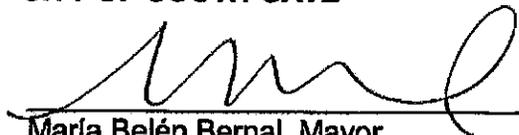
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3. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No.1 shall become effective as of the date set forth below on which the last of the parties, whether City or Consultant, executes this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

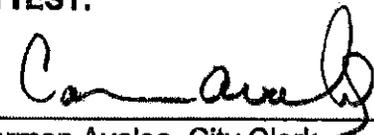
"CITY"
CITY OF SOUTH GATE



María Belén Bernal, Mayor

Dated: _____

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raúl F. Salinas, City Attorney

"CONSULTANT"
SAFNA ENGINEERING AND CONSULTING, A DIVISION
OF HEATEFLEX



Jorge Ramirez, President

Dated: 7/6/2018

From: Jorge Ramirez <jramirez@heatflex.com>
Sent: Tuesday, June 12, 2018 2:50 PM
To: Arturo Cervantes
Cc: Ana Ananda
Subject: South Gate Follow-Up Files
Attachments: SAFNA Statement of Qualifications.pdf; SAFNA Key Resumes.pdf; SAFNA Rate Schedule.pdf

Dear Art,

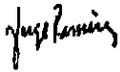
It was a pleasure meeting with you last week. Per your request please find the attached files:

1. SAFNA Statement of Qualifications
2. SAFNA Key Resumes – available to support the City
3. SAFNA Rate Schedule

In addition, I Certify that we will honor a \$119 hourly rate for the upcoming contract renew, for a total contract amount of \$248,000.

Looking forward to continue our collaboration.

Warm Regards,



Jorge Ramirez
President

SAFNA Engineering and Consulting
405 E. Santa Clara Street
Arcadia, CA 91006

626-599-8566 | www.safna.com

Exhibit A



**SAFNA KEY PERSONNEL
FOR MUNICIPAL SUPPORT SERVICES
CITY OF SOUTH GATE**



K. "Ana" Ananda, PE
Project Manager

PROFESSIONAL CAPABILITIES/SUMMARY

Mr. Ananda has over 30 Years of professional engineering and program management experience in public and private entities, managing millions of dollars in Infrastructure. He has a high degree of Project Management, Construction Management, and Contract Administration experience. He has experience with Operation and Maintenance of Water, Sewer, and Recycled Water Systems. Additionally, Mr. Ananda has in depth design and operations experience with Street Improvements, Groundwater Wells, Pumping Stations, Water Treatment Plants and SCADA Systems. Below is a summary of some of Mr. Ananda's notable projects.

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Sewer Collection System Operator
Grade 4

SUMMARY OF RELEVANT EXPERIENCE

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City of Pico Rivera Start-End: 2012-2014

Contract Utility Program Manager

- Mr. Ananda worked with the Public Works Director to implement programs and projects. He assists in the overall planning, organization and management of all aspects of utility operations, works with field superintendents to ensure coordinated work assignments and project planning related to the operation, maintenance and construction of electric, facility, water and wastewater systems. He conducted reviews, and prepared requisitions for necessary equipment, material and supplies. He also prepared equipment and bid specification documents. Mr. Ananda represents the City in Regional Water Management meetings, and compiles information and projections to aid in the preparation of annual budget requests. He monitors established budget and utilizes authorized budgetary and purchasing procedures. Mr. Ananda manages and provides oversight for contracted utility projects including pump stations SCADA, services, and purchases, regularly inspects work sites to ensure progress and compliance with City standards of quality and contract terms and conditions, and manages operations and maintenance of sewer system.

SYMTECH Corporation, Camp Pendleton

Start-End: 2012

Water Systems Contract

- Mr. Ananda was responsible for the daily operation of Camp Pendleton North Area Water System Supervise SCADA based operations of booster pump stations, water wells, on-site treatment and reservoirs. His tasks included trouble-shoot equipment and systems operations.



K. "Ana" Ananda, PE
Project Manager

Central Basin MWD

Start-End: 2009-2011

Engineering and Operations Manager

- Headed the Engineering and Operations Department where he managed engineering, water resources, operations staff, and consultants. He oversaw the Southeast Water Reliability Project - 13 miles of recycled water mains, pump station, street improvements, and chlorination facilities. Total \$40 million. Mr. Ananda managed imported water distribution to purveyors, operation of water treatment facility, and recycled water distribution system. He prepared project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Long Beach Water Department, Long Beach, CA

Start-End: 1994-2009

Senior Civil Engineer

- Mr. Ananda served as a senior project engineer for the Long Beach Conjunctive Use Program, Pilot Plants for advanced water treatment, well rehabilitation (10 wells), new groundwater wells (7), aquifer storage and recovery wells, and collection systems. He managed the complexed LBWD Bottling Plant Facility (nanofiltration) and Treatment Plant Facility upgrades, and the Long Beach Recycled Water Expansion Project Phase 1. He was the lead in the implementation of major water and sewer main replacement projects. He supervised technical and maintenance staff in preparing the CIP budget, project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Padre Dam Municipal Water District

Start-End: 1990- 1994

Project Manager

- Mr. Ananda served as Project Manager, CALTRANS State Route 52 utility relocation, (60", 12", 20", and 24" water, reclaimed water, and sewer mains). He led the design of Fletcher Hills Reservoir. He managed the preparation of the preliminary design report and CEQA documents report for Galloway Valley Reservoir. Mr. Ananda also managed the design and construction of Five-year Master Plan Water Projects, the design and construction management of San Diego County Water Authority Connection # 6, (30" main), and the design and manage construction of Prospect Avenue water main replacement project (3 miles of 12" main).

Malcolm Pirnie, Inc.

Start-End: 1986-1990

Project Engineer

- Mr. Ananda managed the Chlorination/dechlorination Facility Expansion, in the City of Titusville, Florida. He was in charge of the Lake Formosa sewer rehabilitation project of City of Orlando, Florida (24"- 42" sewers), 7 mgd pump station, construction cost \$7 mil. He managed the South-west Interceptor force main master plan and pump station improvements, in the City of Titusville's sewer system. He managed the completion of the water system master plan, and hydraulic analysis, for the City of Holly Hill, Florida.



REYMUNDO TREJO, PE

Program Manager

PROFESSIONAL CAPABILITIES/SUMMARY

Reymundo is a California licensed professional Civil Engineer with more than 23 years of public agency and private sector experience managing more than \$1.5 billion in infrastructure projects in Los Angeles and San Bernardino Counties. Prior to being an owner and principal at SAFNA, Mr. Trejo recently served as the Assistant General Manager and Chief Engineer for San Gabriel Valley's largest wholesale water agency the San Gabriel Valley Municipal Water District (SGVMWD). Mr. Trejo was responsible for the planning, design, and construction of all large-scale infrastructure projects covering 17 cities and 19 local public agencies in the San Gabriel Valley.

His extensive personal contacts among the regional stakeholders and regulatory agencies will be invaluable in identifying the most expeditious path through the maze of institutional and regulatory approvals which will be needed for projects in the San Gabriel Valley. Mr. Trejo's recent work includes program manager of a 9-mile infrastructure pipeline for the SGVMWD required collaboration with stakeholders in the San Gabriel valley including the Los Angeles County Department of Public Works, the City of South El Monte, City of El Monte, City of Baldwin Park, City of Rosemead, and LA County's Park and Recreation at the Whittier Narrows facilities. Mr. Trejo brings strong experience with regulatory agencies including the Los Angeles County Flood Control District, State Water Resources Control Board, Los Angeles County Department of Public Health, Fish and Game, and the U.S. Army Corps of Engineers Los Angeles District.

SUMMARY OF RELEVANT EXPERIENCE

Mr. Trejo currently is a principal at SAFNA Engineering and Consulting, where he is actively engaged with public clients in Los Angeles County. The following is Mr. Trejo's highlights of his program management experience.

Program Management of the San Gabriel Valley Infrastructure System Implementation (2011-2016)

Mr. Trejo served as the Chief Engineer for the San Gabriel Valley's regional recycled water program, where he managed the planning, design, customer development, and construction of over 24 miles of recycled water pipeline conveyance system in several cities including South El Monte, El Monte, Rosemead, La Puente, West Covina, and the City of Industry. As part of this program, Mr. Trejo served as the Program Manager for a 2 Million Gallon steel storage tank constructed on a highly visible neighborhood hillside in the City of West Covina. The project required tremendous coordination with the local utilities, city council, and neighboring residents located near the project. Mr. Trejo also lead the conversion of over 40 customers retrofits to recycled water. This included coordination with the public works departments in South El Monte, El Monte, Rosemead, and West Covina. Mr. Trejo also coordinated all the Federal and State funding as well as the permitting requirements for the project involving the Regional Board, LA County Public Health, and the State's Division of Drinking Water. Because this was partially funded by USBR funding, the program involved the completion of both CEQA and NEPA documentation.

Program Management of the San Gabriel Valley Regional Conveyance Program for Groundwater Replenishment (2010 -2016)

For nearly 6-years, Mr. Trejo lead a team of staff, contractors and consultants in the planning, permitting, and design of a regional Indirect Reuse Groundwater Replenishment Project. This project involved a 9-mile infrastructure pipeline to convey over 10,000 acre-feet annually of Los Angeles Sanitation District's highly treated recycled water to the Los Angeles County Flood Control District spreading grounds at Santa Fe Dam originating from the 60 and 605 freeway to the 210 and 605 interchanges. Mr. Trejo lead the

YEARS OF EXPERIENCE

23

EDUCATION

BS, Civil/Environmental Engineering, University of Southern California

Leadership LA Class of 2012

REGISTRATIONS

Professional Civil Engineer CA (2004) #66962

AFFILIATIONS

Southern California Water Committee

WaterReuse Association National Member

WaterReuse Los Angeles, Orange County, and Ventura Chapters

American Society of Civil Engineers

AWWA Recycled Water Committee

AWWA Desalination Committee

American Council of Engineering Companies



REYMUENDO TREJO, PE Program Manager

feasibility study, groundwater modeling, right of way planning and final design of the program, where it would cross numerous San Gabriel Valley cities and multiple jurisdictions. The project is predominantly located along U.S. Army Corps property adjacent to the San Gabriel River. Mr. Trejo lead all agency coordination with the State Department of Public Health, the Regional Board, the U.S. Army Corps of Engineers, the Sanitation Districts of Los Angeles County, and the Los Angeles County Flood Control District, among numerous other public and private entities. Mr. Trejo also lead all jurisdictional permitting for the project and was successful in receiving the Engineering Report approval from both the State Division of Drinking Water and the Regional Water Quality Control Board.

City of Los Angeles Department of Water and Power River Supply Conduit Improvement – Upper Reach Unit 5 and Unit 6 Large Trunk Line Conveyance Program Management (2007-2010)

Mr. Trejo was part of the Boyle Engineering (now AECOM) program management team in charge of design, permit coordination, utility coordination, and agency coordination for the City of Los Angeles Department of Water and Power's large diameter trunk line improvements projects. The trunk diameter ranged from 54 to 78 inches and just over 5 miles of total linear conveyance. The project included tunneling sections and open-trench methods all in the City of Los Angeles. Mr. Trejo worked with numerous agencies, sub-consultants, city staff, and local regulatory agencies in coordinating and securing the permits required for the project.

City of Ontario Program Manager Capital Improvement Projects (2005-2007)

Mr. Trejo served as Principal Engineer and Utilities Manager for the City of Ontario's \$700 Million Capital Improvement Program. He also served as the City's representative in a Developer Partnership New Model Colony. Mr. Trejo was responsible for the overall planning, design, construction, and operations of the water, storm water, and utilities infrastructure. Mr. Trejo headed all local and state permitting requirements, all environmental documents, and final bid documents to contract construction companies following the public design, bid, and build process. Among the projects designed and constructed included one 10 MG pre-stressed concrete storage facilities tank, a 6 MG storage facilities tank, eleven (11) groundwater production well facilities, and nearly 26 miles of sewer and potable water infrastructure pipeline projects. The New Model Colony included the master planning of communities covering over 8,200 acres of undeveloped land, 31,000 residential units, 163 acres of parks, and 5 million square feet of commercial of which recycled water was targeted to supply 25% of the overall water demand. Mr. Trejo worked closely with all design teams during the construction of several public and private housing facilities in the City's downtown area.

City of Long Beach Capital Improvement Plan Implementation Manager (2002-2005)

Mr. Trejo was the water resources manager in charge of all capital improvement projects for the City of Long Beach. He was the lead manager for all master planning efforts for the city including the water, recycled water, and sewer master plans. Mr. Trejo lead the planning, design, and construction of over 20 miles of water main replacement throughout various parts of the City. Mr. Trejo was also the project manager for numerous groundwater wells, aquifer storage and recovery wells, and was the City's representative with regards to all groundwater basin coordination with the Water Replenishment District, the Central Basin Municipal Water District, and the Regional Board.

Program Engineer for the Metropolitan Water District of Southern California (1995-2002)

For more than 7 years, Mr. Trejo served as a staff engineering at the Metropolitan Water District (MWD). Mr. Trejo provided intense project controls, technical and financial analysis and developed recommendations for the weekly management of water supply deliveries through Metropolitan's large-scale infrastructure system. He prepared the analysis involved with the annual water supply costs, system demands, power costs, and system operations for all five treatment plans. Other tasks included the calculation of demands, peaking factors, population projections, cost analysis, and final plan preparation. Mr. Trejo produced extensive analysis working closely with multiple Metropolitan sections and direct coordination with technical planners of 26-member agencies to formulate water forecasts and develop delivery schedules for replenishment and cyclic water deliveries. Mr. Trejo also worked closely with the review of the engineering program expansion of several reservoirs and treatment plan facilities.



Paul D. Steinke, PE
Program Manager

PROFESSIONAL CAPABILITIES/SUMMARY

Paul Steinke has over 30 years of design, construction and program management experience on commercial, educational, institutional, and government programs and projects with a work-in-place value of over \$27 billion including the high-profile Pentagon renovation program. He has been an officer within AECOM and its founding company DMJM with both operations and business development responsibility since joining them in 1985. This includes serving as Design Division Manager, Washington D.C., Strategic Planning and Business Development Director, PM/CM Practice Manager and Classified Programs Practice Manager.

He is currently leading the A/E and Construction Support Services program for new construction, renovation, modernization and upgrade at the NASA Ames Research Center, NASA Research Park and the Moffett Federal Airfield. This program involves master and long range planning, design and construction management services for all Life Science research facilities, computer facilities, Laboratories and Clean Rooms, high pressure/high temperature steam generation and distribution, primary and secondary electric transmission system and site infrastructure. Contract requires on-site performance for all services using a combination of fixed price, task orders and cost reimbursable, on-call staffing.

SUMMARY OF RELEVANT EXPERIENCE

Los Angeles Unified School District

Principal-In-Charge

- Principle-in-Charge of three contracts providing Construction Management, Constructability Review and Staff Augmentation in support of their \$7 billion, 5-year Los Angeles Unified School District program encompassing over 900 sites and 10,800 individual projects.

Los Angeles Community College District Program Management

Project Manager

- Managing Executive and Program Director for this \$6+ billion modernization for nine community colleges. Contract required scoping, awarding and management of multiple, on-call staffing contracts.

Department of Labor Project, Nationwide

Project Manager

- Managing Executive for design, construction administration, and real estate management services to support \$60 million in projects for Job Corps program at 111 centers located in 46 states, Puerto Rico, and the District of Columbia.

San Diego Unified School District

Program Director

- Program Director for facility condition assessment, security threat and vulnerability assessment and project requirement development, prioritization, and budget preparation for 169 K-12 schools.

U.S. Postal Service Facilities, Nationwide

Program Director

- Program Director for project management services, planning, programming, budgeting, and project justification for upgrade and renovation of over 18,000 postal facilities.

YEARS OF EXPERIENCE

30+

EDUCATION

U.S. Naval Academy

REGISTRATIONS

Professional Engineer, Civil
Washington DC (No. 9244)

AFFILIATIONS

Mr. Steinke has served on the Executive Committee and Board of Governors, Los Angeles County Economic Development Corporation and is currently serving on Board of Advisors, Catholic Charities of Los Angeles, Archdiocesan Youth Employment Services; and the Board of Directors, Verbum Dei High School.



Paul D. Steinke, PE
Program Manager

Classified Government Contract, Worldwide

Program Director

- Program Director for this master planning, design and construction management and on-call staff support contracts with a total construction value of over \$5.2 billion, involving offices, data center, communications and technical facilities and infrastructure projects.

TSA 100% Check Baggage Screening Program

Principal-In-Charge

- Principle-in Charge of the A/E design contract for the master planning and design of explosive detection systems and related airport modifications at 207 commercial airports under the TSA \$1.37 billion 100% Check Baggage Screening program. After his becoming Program Director, this program was rated #1 overall in client's Nationwide Continuous Improvement Survey; had no construction claims; and had the lowest amount of contractor change orders in the overall TSA program.



Thomas Holliman
Sr. Advisor/Program Manager

PROFESSIONAL CAPABILITIES/SUMMARY

Tom Holliman has more than 40 years of engineering experience on a broad range of domestic water, reclaimed water, sewer, and storm water projects involving planning, design, and construction management. He is a recognized expert in California for recycled and non-potable water system development and implementation. He has been responsible for recycled water master planning, system feasibility studies, preliminary design reports, plans, specifications, cost estimates, and construction management. He is Senior Advisor and Program manager at SAFNA, which provides planning, design management, construction management and municipal engineering services with an emphasis on recycled water/non-potable programs.

SUMMARY OF RELEVANT EXPERIENCE

**Clean Water Factory Program-Phase 2 & Phase 3 Recycled Water Facility
San Bernardino Municipal Water Department**

Project Manager

- The design and construction of the City's Clean Water Factory Program – Phase 2 and 3. Phase 2 consists of the design of a 5.0 MGD Tertiary Treatment Facility at the City's Regional WRP. Phase 3 consists of a 0.5 Advanced Purification Pilot Project which will take a portion of the Phase 2 flows and use additional levels of treatment including ozone, RO/MF, and peroxide to meet groundwater recharge regulations.

Recycled Water Retrofit Program, Phase IIB Conversion, City of Oxnard

Project Manager

- The City of Oxnard has established a Groundwater Recovery Enhancement and Treatment (GREAT) Program that combines wastewater recycling and reuse, groundwater injection, storage and recovery, and groundwater desalination to provide a regional water supply solution. Project Manager for the planning, health department approvals, and design of recycled water retrofits for 50 sites throughout the City including a cemetery, golf course, parks, schools, industrial, commercial, and landscaping sites. The project included the retrofit design of the River Ridge Golf Club (two eighteen-hole golf courses), International Paper Cardboard Recycling Facility, and the River Park Development, a 500-acre master planned community with a middle school, elementary school, ten community parks, regional shopping center, and numerous landscaping area throughout the community.

**City of Industry Recycled Water Project Phase IIB:
Package 4 Pipelines, Upper San Gabriel Valley
Municipal Water District**

Project Manager

- The Package 4 recycled water pipelines project will provide recycled water to approximately twenty-five greenbelt, parks, and school irrigation connections. The project includes approximately 24,000 linear feet of pipeline varying from 4-inches to 12-inches in diameter that will provide recycled water for landscape irrigation in the City of West Covina. The project also includes a 900 Zone pump station, and coordination with the school districts that have schools to be converted over to recycled water irrigation.

YEARS OF EXPERIENCE

40+

EDUCATION

MBA
BS, Civil Engineering

REGISTRATIONS

Professional Engineer, State of California
AWWA Cross Connection Control Program Specialist
USC Cross Connection Control Program Specialist
CASQA Certified QSD/QSP



Thomas Holliman
Sr. Advisor/Program Manager

**LADWA Recycled Water Custer Onsite Conversion
Project, Valero Refinery, Wilmington, CA Los Angeles
Department of Water and Power**

Project Manager

- The development of the Recycled Water Alignment Options Evaluation Study. This study identified multiple conversion routes for serving recycled water to the four cooling towers that are part of the Valero Refinery. Proposed modifications to the PI&D diagrams for the system controls, and detailed cost estimates were part of the project.

**Citizens Business Bank Area Hockey Ice Recycled
Water Conversion, City of Ontario**

Project Manager

- The design and construction of the recycled water retrofit for the hockey rink ice production at the Citizens Business Bank Area. The work included preparing the onsite conversion plans, the Engineers Report for the health department, processing of all documents through approval and reviewing the facilities after completion. This project received a WaterReuse Association Award of Merit for Special Projects.

Recycled Water De-Chlorination Facility, City of Rialto

Project Manager

- The design of a recycled water de-chlorination facility at the City's reclamation plant. This work consisted of design of chemical storage facilities, metering pumps, associated piping, instrumentation and site work.

**THUMS Oil Island Recycled Water Subsidence Control
Project, Long Beach Water Department**

Project Manager

- The THUMS reclaimed water project that was the first known use of reclaimed water for groundwater injection for subsidence control in the offshore oil fields in the, Long Beach Water Department, Long Beach, CA - world. *This project was the winner of a 1996 WaterReuse Association Special Award of Merit, and the California Water Awareness Program, 1997 Water Efficiency Award, Industrial Division.*

**Use of Reclaimed Water in High-rise Office Buildings,
Irvine Ranch Water District**

Project Manager

- The first high-rise office tower to use reclaimed water for flushing toilets and urinals from a municipal reclaimed water supply in the United States. This included the development of installation criteria, master program documentation, and amendments to the District's Rules and Regulations. *The WaterReuse Association awarded Special Project of the Year of this project in 1992.*

Sewer Improvement Project, City of Ontario

Managing Engineer

- The preparation of sewer analysis, modeling with SewerCAD, preparing PDR, preparing a sewer planning documents, design of the sewer pipes, obtaining permits, and preparing the project specifications, construction costs and plans. These replacement sewers are primarily within existing streets heavily congested with other utilities making alignment selection extremely difficult.

**Ramona Grade Separation in the City of El Monte,
Alameda Corridor- East Construction Authority**

Project Manager

- The design of relocations of a 10-inch water line, 72-inch storm drain pipeline, hydraulic study, storm water lift station (5 pumps, 5.7 cfs each). Managed the preparation of technical calculations for the pump sizing and pump selection, prepared detailed drawings for the lift station, vaults, and controls. Prepared storm drain plans and profile, and water line plan and profile, also cost estimates, technical specification of the lift station and the bid documents.

**Cast Iron Main Replacement Master Plan, Long Beach
Water Department**

Start-End: xxxx-xxxx

Managing Engineer



Thomas Holliman
Sr. Advisor/Program Manager

- The preparation of LBWD's first comprehensive cast-iron main replacement master plan to guide the rehabilitation of the Department's 340 miles of unlined cast iron main. This work included the development of a high-speed dynamic hydraulic simulator for modeling the water system.

Reservoir 2 Replacement, Indio Water Authority

Project Manager

- The design of a 5 MG cast in place concrete reservoir and replacement booster station at IWA's Reservoir Number No. 2. The work consisted of managing the design consultant, coordinating internal and external project reviews, conducting project review meetings; plan checking. The project included of the existing reservoir, booster station, and associated support facilities.

Reservoir 3 Replacement, Indio Water Authority

Project Manager

- The design of a 2.5 MG above ground steel reservoir and booster station upgrades at IWA's Reservoir Number No. 3. The work consisted of managing the design consultant, coordinating internal and external project reviews, conducting project review meetings; plan checking, review and approval of contract specifications, and overseeing the CEQA approvals for the project.

Trendwest Development Fire Storage Facility, Indio Water Authority

Project Manager

- A 100,000-gallon interim fire storage reservoir for the Trendwest Development. This project included sizing of the reservoir, preparation of design drawings and specifications, purchasing of reservoir components and overseeing construction and start-up operations.

Groundwater Treatment Plant, Long Beach Water Department

Project Manager

- The two-year construction of LBWD's 62.5 MGD, enhanced coagulation groundwater treatment plant. Managed the final phases of the design and directed the onsite construction managers, reviewed all plan changes, contract revisions, and provided direct communication to the LBWD Board of Water Commissioners.

Robert W. Goldsworthy Desalter, Water Replenishment District of Southern California

Project Manager

- The located in the Robert W. Goldsworthy Desalter which treats contaminated groundwater for the West Coast Basin within the City of Torrance. Currently, the facility is extracting and treating approximately 2.75 million gallons per day. The Goldsworthy Desalter works through microfiltration and reverse osmosis treatments.

PROFESSIONAL CAPABILITIES/SUMMARY

Mr. Robinson has 25 years of experience, both locally and regionally, in planning, design, construction and program management of water supply, wastewater, and recycled water facilities such as pumping stations, treatment plants, transmission pipelines, and water storage reservoirs. He has served in a variety of roles including construction manager, program manager, chief resident engineer, and resident engineer. He has extensive experience managing multi-contract construction programs, and with design and construction for rehabilitation and expansion of existing water facilities. His responsibilities on past projects have included interfacing with owners, consultants, and regulatory agencies, contract administration, change order negotiations, and schedule coordination and analysis.

SUMMARY OF RELEVANT EXPERIENCE

WEST BASIN MUNICIPAL WATER DISTRICT, CA

Resident Engineer, Managing Design Coordination & Construction Management

- Mr. Robinson supervised a construction management team of eight resident engineers and inspectors and support personnel including office engineers, administrators, and draftspersons. His responsibilities included managing multi-contract administration, quality control and assurance, claims avoidance, interfacing with design engineers and other consultants, documentation and status reports, change order negotiations, public relations, and coordination of multiple contractors' work in nine different municipalities and other jurisdictions. Mr. Robinson also conducted community meetings and workshops to interface with businesses and residents to coordinate construction in sensitive areas. He was responsible for this multi-contract water recycling distribution program, which included fast-track construction of 60 miles of pipeline.

Temporary Ocean Desalination Demonstration Project, West Basin Municipal Water District, Carson, CA

Principal-In-Charge & Project Manager

- Mr. Robinson was the Principal-In-Charge and Project Manager working with West Basin Municipal Water District for the preliminary and final design of a 0.5 MGD ocean desalination demonstration project to be located in Redondo Beach, California. The preliminary design report included technical memoranda on water assessment, permitting requirements, physical siting requirements, process requirements, distribution options, operations and maintenance requirements, cost estimating, continued research & development. The final design efforts include 30-percent, 50-percent, 85-percent and 100-percent design plans and specifications as well as probable construction costs. As Project Manager, he worked with subconsultants for the preparation of the permitting plan. Implemented the permitting included a city permits, RWQCB permit and the Coastal Commission.

Multiple Pipeline Projects, Upper San Gabriel Valley, Municipal Water District, CA

Principal-In-Charge & Construction Manager

- Mr. Robinson was the Principal-In-Charge and Construction Manager providing third party construction management services for the \$1M Whittier Narrows Recycled Water retrofit pipeline which was a 1 mile of 6-inch C900 PVC with the Los Angeles County Park and Recreation. Pipeline construction management and inspection included a Manual of Project Instructions, daily inspections reports, monthly reports for Board updates, coordination of change orders, RFI, schedule compliance and maintain project files. The project included mitigation measures for CEQA and NEPA as well as a firm deadline due to a booked dedication ceremony requiring the water flowing as the project was funded by the SWRCB Proposition 50.

YEARS OF EXPERIENCE

25+

EDUCATION

BS, Civil Engineering

REGISTRATION

Engineering-in-Training, California,
Registration No. 109865, 1997
Professional Engineer – CA (Pending)

PROFESSIONAL AFFILIATIONS

American Water Work Association
American Society of Civil Engineers
California Water Environment
Association
Orange County Water Association
Water Environmental Federation
WaterReuse Association



John Robinson
Principal Engineer

Pumping Station Modification Projects, City of Anaheim, CA

Construction Manager

- Mr. Robinson's responsibilities included supervising resident and office engineers, contract administration, change order negotiations, and schedule coordination with the city's operations staff for shut downs, start-up, and commissioning. The work involved extensive rehabilitation and expansion of pumping facilities, including renovation of existing wells, and new flow meters, pumping equipment, computerized instrumentation, telemetry, disinfection systems, and standby generators.

Crosstown Feeder, City of Riverside, CA

Resident Engineer

- Mr. Robinson was responsible for construction management of a large-diameter water transmission pipeline, including more than seven miles of 42-, 36-, 30-, and 27-in-diameter pipeline using reinforced plastic mortar (RPM) pipe, and CML&C steel pipe. This project required particularly close inspection because the installed RPM pipe replaced a recently constructed pipeline abandoned because of multiple severe failures.

Wisteria Reservoir, City of Torrance, CA

Public Works Inspector

- Mr. Robinson was responsible for construction management of an 18.7-MG buried reinforced concrete water reservoir, converting a pumping station from natural gas to electric-driven pumps, several pipelines, and extensive slope earthwork operations on a restrictive site. Pipeline installation included over 3,400 feet of 30-in and 24-in CML&C steel pipe, and a 115-ft steel casing bored Highway1. Due to its location in a public park with recreational facilities, Mr. Robinson supported public relation efforts, conducted site tours, and organized neighborhood meetings.

Wastewater Treatment Plant Expansion, City of Escondido

Resident Engineer

- Mr. Robinson was responsible for quality control monitoring and documentation, construction progress monitoring, and schedule reporting for a \$16M expansion and upgrade of this facility to increase its capacity from 11 to 16.5 mgd. While the work was underway, Mr. Robinson prepared a detailed schedule analysis that served as basis to successfully mitigate the contractor's delay claim. This project included additions or modifications to pumping stations, headwork's, laboratory, aeration basins, primary and secondary clarifiers, primary and secondary digesters, a filter press system, an odor control facility, an energy recovery system, and an equalization basin.

Transmission Mains, Cities of Corona/Laguna Beach/ Newport Beach, CA

Construction Manager

- Mr. Robinson's work involved multiple contracts and close coordination with multiple agencies and staff to meet contractual scheduling constraints. He supervised resident engineers, subconsultant, and support staff. Mr. Robinson also conducted change order negotiations, recommended field changes, managed subconsultants, and supervised review of contractors' submittals, progress payments, and requests for clarification.

Wastewater Treatment Plant Improvements, Fallbrook Public Utility District

Project Engineer & Resident Engineer

- Mr. Robinson was the Project Engineer and Resident Engineer providing the following services: Screening and dewatering facilities, including the review of the cost effectiveness of press-type equipment versus more complex screening and separation, and the preparation of construction drawings and specifications for bidding. Centrifuge design involving preparation of a preliminary engineering design report, setting forth the most viable design concepts for thickening at the aerobic digesters, preparation of the permitting for FPU D's outfall with the Coastal Commission the preparation of detailed construction drawings and specifications for bidding. Mr. Robinson also conducted change order negotiations, recommended field changes, managed subconsultants, and supervised review of contractors' submittals, progress payments, and requests for clarification.

CONFIDENTIAL

SAFNA DISCOUNTED FEE SCHEDULE FOR CITY OF SOUTH GATE

| Classification | Hourly Rates | Discounted Rates |
|-----------------------|---------------------|-------------------------|
| Principal | \$215 | \$194 |
| Program Manager | \$195 | \$176 |
| Principal Engineer | \$190 | \$171 |
| Project Manager* | \$145 | \$131 |
| Senior Engineer* | \$144 | \$130 |
| Project Engineer* | \$135 | \$122 |
| Associate Engineer* | \$120 | \$108 |
| CAD Specialist | \$110 | \$99 |

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing, equipment rental and any services performed by subcontractor will be billed at cost plus 10%. The rates will be subjected to a 4% escalation and will be adjusted in the invoice. Mileage at IRS Rate.

*Classifications that are field rates.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the **CITY OF SOUTH GATE, a municipal corporation ("City")**, and **SAFNA ENGINEERING & CONSULTING, A DIVISION OF HEATEFLEX, a California corporation, ("Consultant")** identified in Section 1 hereof.

RECITALS

WHEREAS, City desires to engage Consultant to perform certain specialized technical and professional engineering services, as provided herein, in connection with that certain project identified as: **PROJECT MANAGEMENT SERVICES;**

NOW, THEREFORE, the parties 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: SAFNA Engineering & Consulting/ division of Heateflex Corporation
405 E. Santa Clara Street
Arcadia, CA 91006

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.
Director of Public Works/City Engineer
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

B. The principal representative of the Consultant shall be:

Jorge Ramirez

President

SAFNA Engineering & Consulting

405 E. Santa Clara Street

Arcadia, CA 91006

Phone: 626-599-8566

Email: jramirez@heateflex.com

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

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

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, on an as-needed basis to perform technical and professional services in accordance with the "Scope of Work" attached hereto as Exhibit "A" and proposal attached hereto as Exhibit "B." Consultant shall perform and complete, in a manner satisfactory to City, all work and services requested in accordance with Exhibit "A" The Director of Public Works, or the Director of Public Works' 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 of Public Works.

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 its Director of Public Works, has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work requested in accordance with Exhibit "A" shall be for a term of one (1) year, commencing on the date of the last signature on this agreement and ending on June 30, 2018, exclusive of any review periods required by City and any extensions approved pursuant to Section 5 below. Consultant shall have no claim for compensation for any additional services or work, which has not been preauthorized in writing by the Director of Public Works.

5. Extension of Time for Completion of Work.

A. If, at any time, the work is delayed due to suspension order by the City, or due to any other cause which, in the reasonable opinion of the City is unforeseeable and beyond the 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 11.

B. Consultant shall submit to the Director of Public Works a written request for an extension of time 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 shall constitute a waiver thereof. The Director of Public Works shall, in his sole discretion, determine whether and to what extent any extensions of time shall be permitted. If the Director of Public Works approves such request, he shall do so in writing.

C. 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. In such event, the City shall in good faith consider any request for additional compensation submitted by Consultant.

6. 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 requested in accordance with Exhibit "A"

7. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

8. 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. Each project proposal shall disclose sub-consultants and the estimated cost of work. All sub-consultant services shall require prior approval of the Public Works Department.

E. 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 and/or its employee, independent contractors, agents, or representatives in

connection with the work performed arising from this Agreement, to the extent resulting from their negligent or other wrongful conduct.

9. Compensation.

A. The total compensation to be paid by City to Consultant for all work and services requested shall be in accordance with an hourly fee schedule of One Hundred and Seven Dollars and Zero Cents (\$107.00) per hour for Project Management Services, the total compensation for the total time of work pursuant to Section 4 shall not exceed Two Hundred Thousand and Fifteen Dollars and Zero Cents (\$215,000.00) per year, and be as submitted pursuant to the written budget proposal submitted for as-needed work with costs identified for each such project, program, or activity. All requests by the City for supporting documentation are required for payment of invoiced services. The City reserves the right to withhold payment until said documentation is provided. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

B. On or before the fifth day of each calendar month following commencement of the work, Consultant may cause to be made and submitted to City a written detailed estimate of the value of all work completed and materials incorporated into the project 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 thirty (30) days after approval of Consultant's estimate, City shall pay to Consultant the balance of such estimated value after deducting there from 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 requested in accordance with Exhibit "A" 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 sixty (60) 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 work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

10. Indemnity and Insurance.

A. 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 and/or its employees, independent contractors, agents, or representatives negligent or wrongful acts, errors or omissions. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. In addition to paragraph A, above, (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, cancellation of the policy, ten (10) days notice if cancellation is due to nonpayment of premium.

(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.

11. Termination for Convenience.

The City through its City Manager, or his designee, 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 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.

12. Termination for Cause.

A. The City through its City Manager, or his designee, 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 12, 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, 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. 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 12, 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 11.

13. 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, color, religion, ancestry, sex, national origin, handicap or age. 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. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of 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.

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, 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. 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; 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, delegees 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 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. City's reuse of such materials on any project other than the project, which is the subject of this Agreement, shall be at City's sole risk.

17. 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.

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; 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.

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. 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" Proposal dated June 13, 2017

21. Governing Law.

This Agreement shall be governed by the laws of the State of California. Venue shall be within the County of Los Angeles.

22. 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. Agreement for staff augmentation services is approved for one (1) year ending June 30, 2018.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF SOUTH GATE AND SAFNA ENGINEERING AND CONSULTING, A
DIVISION OF HEATEFLEX CORPORATION**

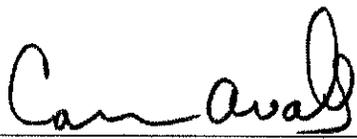
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

"CITY"
CITY OF SOUTH GATE

By: 
Maria Davila, Mayor

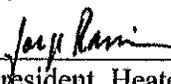
Dated: 7-11-17

ATTEST:


Carmen Avalos, City Clerk
(SEAL)

"CONSULTANT"
SAFNA ENGINEERING AND CONSULTING,
A DIVISION OF HEATEFLEX CORPORATION

By: 
Jorge Ramirez


President, Heateflex Corporation

Dated: 7-20-2017

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

Exhibit "A"

Scope of Work

The following Scope of Work provides for typical duties that may be expected from the selected Utility Engineer in areas relative to municipal water system engineering, including but not limited to:

- Knowledge and design principles of transmission and distribution facilities including water mainlines, customer services, booster pump stations, pressure regulating stations and associated appurtenances.
- Knowledge and design principles of water production facilities such as water wells, hydrology, drilling, equipping, buildings, motors, and pumps.
- Knowledge and design principles of water storage and treatment facilities including reservoirs, water tanks, and chlorine systems.
- Knowledge and design principles of electrical systems such as modification, upgrade, and replacement of existing electrical systems, including motor control centers, motor starters, electrical panels, instrumentation and control systems, and SCADA systems.
- Knowledge of water quality issues such as operations and maintenance practices, optimization, best available treatment alternatives, operational troubleshooting, investigations, evaluations, and other water treatment concerns including compliance with applicable rules, regulations and laws.
- Knowledge of environmental compliance practices relative to Spill Containment and Prevention Systems, Environmental Compliance Audits, Asbestos and Lead Surveys, Hazardous Materials Abatement and Remediation, Environmental Site Assessments, Surface Water Quality Issues, Air Quality Source Testing, and analysis of proposed projects and funding sources for compliance with the California Environmental Quality Act (CEQA) and/or the Federal National Environmental Policy Act (NEPA).
- Knowledge of applying for and administering State and Federal grants or other funding sources. Activities may include advising the City of grant funding opportunities for engineering and construction financing and, when directed, prepare funding applications, invoices, and other required documentation.
- Provide development review support for City staff focusing on water related issues with an understanding and knowledge of the City development review process and practice. Be competent and knowledgeable in construction materials and methods and codes and standards in the field for which they are performing plan review.
- Provide limited construction management services for public works water facilities and

infrastructure improvements including, but not limited to water mains, reservoirs, tanks, valves, treatment facilities, recycled water systems, chlorine systems, pumps, motors, and booster stations.

- Provide coordination services to facilitate coordination with utility companies, contractors, and City staff.
- Preparation or review of complex technical documents including reports, studies, regulatory filings, statements of compliance, and other correspondence.
- Attend meetings with City Staff, prepare meeting minutes, and make presentations as directed.



June 13, 2017

Attn: Arturo Cervantes
Public Works Director
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: Proposal for Project Management Services for the City of South Gate

Dear Mr. Cervantes:

SAFNA Engineering & Consulting recently hired Ana Ananda to join our team of professionals. I understand that Mr. Ananda is a critical part of the City's project delivery success. To maintain continuity and avoid any disruptions to the City's critical projects, we have prepared this proposal and are committed to offer Mr. Reymundo Trejo and Mr. Ananda to support the City in the delivery of your projects. We will also honor the existing hourly rate that the City is paying for these services. As part of this proposal, the following sections have been prepared for your consideration:

- Firm Overview
- Project Team
- SAFNA Experience
- Resumes
- Fee Schedule

Thank you for the opportunity to serve your agency. Please feel free to contact me at 626-599-8566.

Sincerely,

A handwritten signature in black ink that reads 'Jorge Ramirez'. The signature is written in a cursive style with a large initial 'J'.

Jorge Ramirez
President and CEO

Firm Overview

Background

SAFNA Engineering and Consulting (SAFNA) has a long legacy of offering a wide range of professional engineering services and products to public and private clients. With offices in Arcadia and San Dimas, the company has a work force of over 40 employees providing engineering and consulting services in program management, engineering design, and implementation of infrastructure projects.

SAFNA's roots began in 1974, when its parent company, Heateflex Corporation, successfully accommodated the stringent engineering design and fabrication support services for private, semiconductor, and related high-technology industry clients. As the parent company grew financially, it began to diversify its portfolio offerings into enhanced engineering services, fabrication of tanks, and specialized solutions for fluid heating requirements through organic growth and the merger and acquisition of SAFNA. For over four decades, the company has maintained a strong focus in customer satisfaction.

Today, SAFNA has evolved into a full-service engineering services and product company, with strong financial backing, corporate headquartered in Arcadia, CA, with full production and fabrication facilities in San Dimas, CA.

Certifications

SAFNA is a proud participant and holder of several certifications. Below are the active certifications:

Minority Business Enterprise (MBE)

- City of Los Angeles
- Southern California Minority Business Development Council (SCMBDC)
- California Public Utilities Commission (CPUC)

Small Business Enterprise (SBE)

- Metropolitan Water District of Southern California
- California Department of General Services
- City of Los Angeles
- Port of Los Angeles
- City of Long Beach
- Port of Long Beach
- Los Angeles Community College District
- Los Angeles Unified School District
- San Diego County Water Authority

Additionally, the company is certified by National Board (NB) of Boiler & Pressure Vessel Inspectors and the American Society of Mechanical Engineers (ASME).

Services

We offer a broad range of engineering and planning services and are expanding our offerings as we continue to recruit experienced professionals that bring passion, integrity, and innovative approaches to meet our clients' challenges.

Program and Project Management

We provide project and program management support services for large complex projects, capital improvement programs, and short term project management assignments. Our experienced engineers and project managers provide immediate service and offer flexible schedules to support as needed project needs and milestones. Our project and program management services includes integrated management of staff, consultants, and contractors. We support preparation of request for proposals (RFP) and assist in developing evaluation criteria to select the most qualified firms. We provide agency owner's representation on capital improvement program (CIP) review, daily management, and overall program execution.

Planning and Feasibility Studies

Our engineering professionals can support clients in strategic planning and feasibility studies. We believe that conducting a review of existing plans and studies may help determine if alternative solutions may become available. We can collaborate with clients and planning teams to bring a fresh perspective on agency strategic objectives and provide recommendations.

Utility Research and Design

The state of California is undergoing tremendous infrastructure renovation and expansion of facilities, utility infrastructure and transportation corridors. One of the most important tasks in selecting the pipeline alignments, modification of underground structures and preparing the design plans is the location of other utilities within the project site. Our staff performs thorough investigations that allow utility constraints to be identified during the alignment studies and may help avoid potential conflicts during construction, resulting in cost savings and time saved. Our provides utility design support services for including utility research, utility design, drainage design, water and sewer design, and utility relocation planning.

CAD Design Services

Our engineering staff is fully capable in Bentley, AutoCAD and Revit platforms and has experience working with various agency standards. We have experience in the use of drafting programs, including Autodesk's Revit, to develop detailed drawings and to produce construction documents as an aid in structural analysis and detailing for various structures. We can utilize Microstation/AutoCAD drafting and design production to develop engineering plans with plans and profiles, grading plans,

mechanical and structural details, electrical, and P&IDs. Our capabilities also include Advanced 3D design modeling and 2D & 3D visualizations.

Permitting Services

Our professionals understand the permitting process and level of coordination required to effectively complete design and construction projects. We bring a comprehensive and disciplined approach to identifying, tracking, managing and acquiring permits. Our services include preparation of permitting applications, detailed status monitoring, and direct coordination with each agency to ensure timely receipt of permits and other required project documentation. We have experience in permit support efforts with major utility agencies, county agencies, federal agencies, regulatory agencies, and state agencies throughout California.

| | | | | | | | | | |
|----------|------------------------|----------|-------------------------|----------|-------------------------|----------|------------------------|----------|-------------------------|
| E | A utoCAD | P | F easibility | W | P rogram | P | P rogram | C | C onstrucability |
| N | M icrostation | L | S tudies | A | D evelopment | R | M anagement | O | R eview |
| G | | A | | T | | O | | N | |
| I | U tility | N | C EQA/NEPA | E | C IP | G | | S | C onstruction |
| N | R esearch | N | S upport | R | I mplementation | R | B udget Control | T | O bservation |
| E | | I | | R | | A | | R | |
| E | U tility Design | N | G rant Strategic | R | C ustomer | M | P rogram | U | C ontract |
| R | | G | P lanning | E | D evelopment | | S chedule | C | A dministration |
| I | | | | U | | M | | T | |
| N | D rainage | | G rant | S | R etrofit Design | A | O wner's | I | R esident |
| G | D esign | | A pplications | E | | N | R epresentation | O | E ngineer |
| | | | | | | A | | N | |
| | W ater Design | | G rant | | P ermitting | G | R FP | M | R eporting |
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Staff Augmentation Services

Our firm provides engineering professionals to meet short-term and long-term project assignments at various levels of experience. Our staff augmentation services are flexible, and include part-time or full-time interns, junior engineers, assistant engineers, inspectors, or senior management professionals.

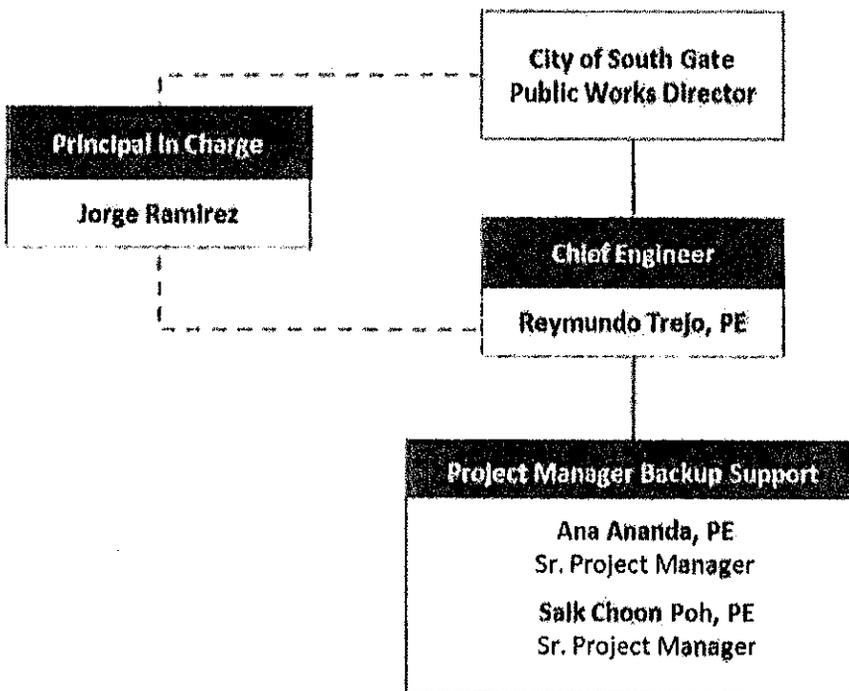
Grant Writing Services

Many of the infrastructure agencies rely on some level of grants funding to fund design and construction of projects. Our understanding of the funding process has helped agencies obtain millions in grants and loans for project development and implementation. These programs include Proposition 50, Chapter 8; U.S. Bureau of Reclamation Title XVI; California Clean Water State Revolving Fund; Proposition 84; Proposition 1 Water Bond; Measure M; and others.

Project Team

Proposed Team and Organizational Chart

Mr. Reymundo Trejo is the Chief Engineer of SAFNA, and will serve as our proposed Senior Project Manager for the City. We are also submitting two additional back up project managers should the City need additional resources to complete projects on time and within budget. Below is the proposed organizational chart to support the City.



Local Familiarity and Presence

Our corporate offices are in the City of Arcadia, centrally located in the county of Los Angeles. Our key senior project manager and support team members are familiar with the project locations and are stationed in our Arcadia headquarters, giving us the ability to respond to all project requirements in an efficient manner. Mr. Trejo will report directly at the City of South Gate Public Works offices, supported by Mr. Ananda. Mr. Ananda will report directly to Mr. Trejo on all assignments.

Commitment and Availability

We carefully selected each of the project core team members based on experience as well as commitment to the project needs and schedule. Below is a summary of the percent availability for each of the project members.

| | |
|--|------|
| REYMUNDO TREJO, Chief Engineer | 100% |
| ANA ANANDA, Senior Project Manager | 50% |
| SAIK CHOON POH, Senior Project Manager | 50% |

Proposed Team Resumes are included at the end of this proposal.

SAFNA Experience

Firm Experience

SAFNA has worked with several private and public agencies in completing projects. Below are some of SAFNA's notable projects.

Carlsbad Ocean Water Desalination Project

SAFNA was part of the design-build team for the Carlsbad desalination project. The Carlsbad Desalination plant provides 50 MGD of water to approximately 300,000 residents in San Diego. One of the most critical processes and components of the plant was the selection and design of a pre-treatment process. SAFNA was part of the design-build team responsible for designing innovative pre-treatment filtration vessels (patent-pending) that extends the life of the plant's Reverse Osmosis equipment and meets NSF 61 requirements. Running high corrosive seawater through treatment equipment at 250 psi



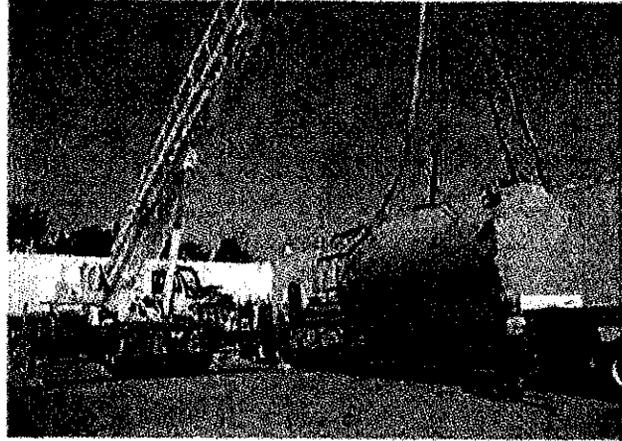
of pressure posed water quality and structural integrity challenges. The experienced SAFNA team selected natural polypropylene as the internal structural cage. A total of 17 multi cartridge filter vessels were designed and manufactured at the SAFNA facilities in San Dimas, CA. The vessels were made of carbon steel, lined with Endura-flex offering several benefits to the project including cost savings, reduced maintenance, and equipment longevity. Among the key design services provided by SAFNA's engineers includes:

- Design of Pressure Vessel Using ASME CODE, Section VIII, Division 1
- ASME Design and Code Verification Software
- Utilized SolidWorks to Create 3D Model
- Stress Analysis
- Prepared all Seismic Calculations
- Developed Torque and Setting Specifications
- Generated Operations Manual
- Hydrostatic Testing
- Prepared Manufacturing Drawings and Weld maps using AutoCAD
- NSF-61 Certification, Design and Testing
- Fabrication of All Vessels at SAFNA's San Dimas, CA Facility

- SolidWorks modelling and simulation to determine internal material deflection and wear based on variable flow rates and water pressure

Metropolitan Water District of Southern California F.E. Weymouth Filtration Plant

The Metropolitan Water District completed the F.E. Weymouth Treatment Plant in 1940. It serves the county residents of Los Angeles and Orange. To enhanced its output and lower chlorine levels the amounts of chlorine, a plant retrofit was planned to disinfect primarily with ozone. Construction is underway for an ozone water treatment process, which when completed in 2017, will make Weymouth the final Metropolitan treatment plant retrofitted for ozone disinfection. Compared to chlorine, ozone destroys a wider range of micro-organisms, produces fewer byproducts and removes unpleasant tastes and odors more effectively. When using ozone, bromate is produced as a byproduct and requires additional treatment to manage it.



SAFNA designed three very specific and customized 10,600-gallon sulfuric acid storage tanks, made with carbon steel (CS), to address this issue. The in-house design and production of the project tanks included:

- Engineered to API Standard
- Used API Modeling Software to Confirm Design Conformity
- Prepared all Seismic Calculations for Tank Anchors
- Hydrostatic Testing
- Prepared All Manufacturing Drawings and Weld Maps using AutoCAD
- Design and Fabricated Tanks at the SAFNA San Dimas, CA Facility

Irvine Ranch Water District – Michelson Water Recycling Plant – Bio-solids and Energy Recovery Facilities

The Michelson Water Reclamation Plant treats thousands of gallons of wastewater to produce reclaimed water for irrigation applications. The wastewater treatment process also produces a nutrient rich by-product referred to as biosolids. This new facility will utilize a biological and heat process to convert the biosolids into fertilizers, and utilize the resulting biogas as a fuel to generate electricity. SAFNA was responsible for designing and fabricating two stainless steel utility water tanks (8,600 gallons each) along with one sodium hydroxide storage tank (CS) as part of the project.

Engineers estimate that this facility will save IRWD customers \$10 million a year over the next 20 years. Below are some of the design aspects of the tasks assigned to SAFNA:

- Engineered to API Standard
- Used API Modeling Software to confirm design conformity
- Seismic Calculations for Tank Anchors
- Hydrostatic Testing
- Prepared All Manufacturing Drawings and Weld Maps using AutoCAD
- Design and Fabricated Tanks at the SAFNA San Dimas, CA Facility

Simi Valley Water Works

Simi Valley Waterworks provides over 23,000 acre-feet of potable water annually using 40 storage facilities. SAFNA built and supplied a multi-cartridge filter housing for pre-reverse osmosis filtration at 800 GPM. Among the design tasks completed by SAFNA's team includes:

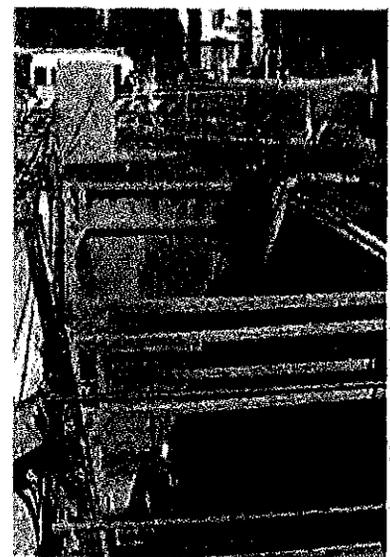


- Design of Pressure Vessel using ASME CODE, Section VIII, Division 1
- ASME Design and Code Verification Software
- Generated Operations Manual
- Hydrostatic Testing
- Drafting with AutoCAD - Manufacturing Drawings, Weld Maps

Long Beach Water Department Recycled Water Program

As one of the oldest recycled water systems in California, the city of Long Beach Recycled Water System Expansion increased the reliability of the system, providing system looping and allowing new customers to connect. Successful implementation of the project included:

- Managing the day-to-day capital improvement plan and ongoing system operations
- Managing the preparation of the recycled water master plan
- Managing the design team in the preparation of the plans and bid documents for the construction of recycled water pipelines
- Customer development and negotiated agreements on recycled water use



City of Ontario Recycled Water Program

As the largest customer of the Inland Empire Utilities Agency's recycled water system, the City of Ontario has managed one of the most aggressive water reuse programs in the Inland Empire. Successful implementation of the program included:

- Managing and directing staff, consultants, and contractors
- Developing design criteria
- Developing city construction standards
- Managing the preparation of design bid documents for the construction of new recycled water pipelines and laterals to new customers
- Managing the completion of the recycled water master plan and recommending a phased approach to a recycled water expansion program
- Implementation of Phase 1 of the recycled water pipeline expansion unique recycled water users included farmers for agricultural irrigation, industrial users (including an industrial laundry customer), and several new developments with use in HOA areas, common areas, and city parks.



Los Angeles Department of Water and Power Recycled Water Customer Conversions

The City of Los Angeles has continued to invest in water reuse projects. SAFNA's staff has prior experience serving as a consultant to the Los Angeles Department of Water and Power's recycled water division. The customer conversions program involved several duties and responsibilities including:

- Recycled water customer development
- Preparation of workshops for school leaders, park staff, and city staff
- Managing retrofit design work
- Preparation of design plans
- Preparation of permit applications
- On-site field investigations
- Customer coordination

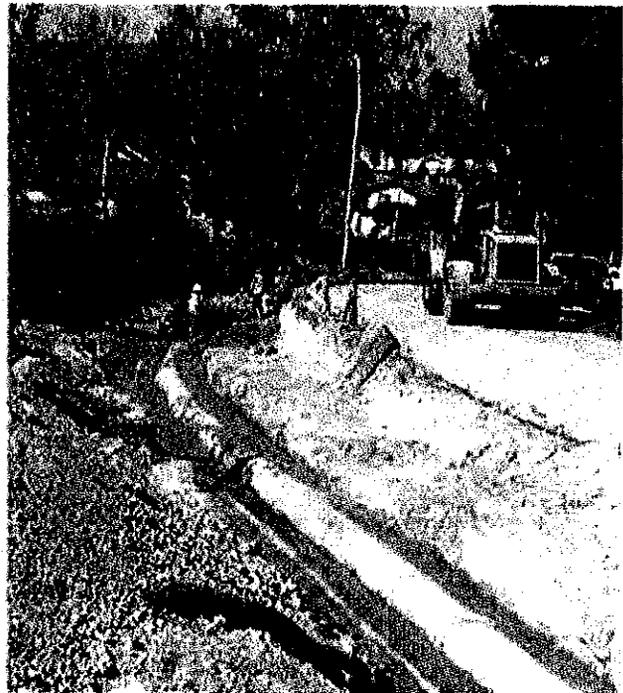
Among the unique project challenges was the development of an engineering report for an industrial laundry user, preparation of design plans for the conversion of a cooling tower at a medical facility, and the retrofit and successful conversion of one of the first city of Los Angeles schools.

Upper San Gabriel Valley Municipal Water Pump Station, 2MG Reservoir Tank, 24 Miles of 8 to 24-inch Recycled Water System Expansion

South El Monte, Rosemead, and West Covina, CA

Over the last decade, the Upper District has continued to implement a \$50 million recycled water program in the San Gabriel Valley. SAFNA's Chief Engineer previously served as Program Manager for the program. The program management responsibilities included developing the overall program budget, maintaining the overall implementation schedule, and delivering the completed system under strict funding schedules driven by federal ARRA funding.

The program involved a fast track approach for the preparation of procurement packages for consulting design services, and the preparation of final design bid documents for the construction of several miles of pipelines, multiple pump stations, and a 2 million-gallon storage tank. Under the program manager's leadership, the District was successful in obtaining all permits from the local cities, the Los Angeles County Department of Public Health, and received approvals for all amendments to the CEQA documents to accommodate design changes warranted during implementation. The Chief Engineer led all customer development, coordinating with all end user entities including the cities of South El Monte, Rosemead, and West Covina; the Suburban Water Systems, and the San Gabriel Valley Water Company. Due to the strategic planning and coordination, the project was completed on time and the start-up of the entire system was achieved successfully.





Reymundo Trejo, PE
EXECUTIVE DIRECTOR
CHIEF ENGINEER

EDUCATION

*BS/Civil Environmental
Engineering, University of
Southern California*

*Leadership LA
Class of 2012*

YEARS OF EXPERIENCE

*Over 21 years of
Professional Engineering
and Executive
Management Experience in
Southern California*

REGISTRATIONS

*Professional Civil
Engineer/CA (2004)
#66962*

*T2 Water Treatment
Operator Certification*

AFFILIATIONS

*Orange County Water
Association*

*Southern California Water
Committee*

*WaterReuse Association
National Member*

*WaterReuse Los Angeles,
Orange County, and
Ventura Chapters*

*American Society of Civil
Engineers*

*AWWA Recycled Water
Committee*

*AWWA Desalination
Committee*

*American Council of
Engineering Companies*

Mr. Trejo's background involves management of a broad range of infrastructure and engineering projects. He has been in charge of advanced water treatment, conveyance infrastructure, waste water conveyance, and regional scale recycled water programs, that spans more than 21 years and involved nearly \$1 Billion in infrastructure programs. He has been responsible for infrastructure programs for regional, coastal and Inland Empire agencies. Since he has been employed by both private and public agencies, as well as having had a position of responsibility in a city environment, he has a versatile frame of reference with regard to planning, operations, budgets, grant funding, staffing, and overall program requirements. He is a proven manager of complex programs, innovative projects, and personnel, with emphasis on effective management. Mr. Trejo currently serves on the CA-NV AWWA Recycled Water and Desalination Committees, where he continues to work to enhance the existing recycled water, desalination water, and conveyance design standards.

Prior to joining SAFNA Engineering & Consulting, Mr. Trejo served as Chief Engineer and Assistant General Manager at the Upper San Gabriel Valley Municipal Water District (Upper District), where he managed the implementation of a \$55 Million recycled water program, regional water conservation, and water resources programs. As Chief Engineer, he was responsible for the day to day activities involving complex engineering decisions and working with dozens of consultants, contractors, water districts and local cities, negotiating terms and conditions to implement regional projects. The customers that Mr. Trejo connected to the recycled water system included golf courses, private customers (Edison's Headquarters), schools, and parks.

Mr. Trejo's combined 21 years of professional engineering experience at an executive position in both private and public includes a diverse mix of regional projects. Below are highlights of Mr. Trejo's diverse infrastructure management, technical, research and project management experience.

Upper San Gabriel Valley MWD (Upper District) Direct Reuse System - Mr. Trejo served as the Chief Engineer for the \$50 Million recycled water program, where he managed the planning, design, customer development, and construction of over 24 miles of pipeline, a 2 Million Gallon steel storage tank, and conversion of over 40 customers. Mr. Trejo also coordinated all the Federal and State funding as well as the permitting requirements for the project involving the Regional Board, LA County Public Health, and the State's Division of Drinking Water.

San Gabriel Valley Indirect Reuse Groundwater Replenishment Project - For over five years, Mr. Trejo lead a team of staff, contractors and consultants in the planning and permitting of a \$100 Million Indirect Reuse Groundwater Replenishment Project. This project involved a feasibility study, groundwater modeling, pipeline right away assessment, and coordination with the State Department of Public Health, the Regional Board, the Army Corps of Engineers, the Sanitation Districts of Los Angeles County, among numerous other public and private entities. Mr. Trejo also lead the effort of obtaining over \$1 Million in grant funding and in-kind services

to study, research, and complete the permitting process for the project. The research included Soil Aquifer Treatment Study Using Soil Column Tests, as well as the WaterReuse Research Foundation Study of Treatment Process Trains (Reverse Osmosis and Ozone) for Direct Potable Reuse. Mr. Trejo also lead all permitting for the project and was successful in receiving the Engineering Report approval from both the State Division of Drinking Water and the Regional Water Quality Control Board.

City of Ontario Program Manager Conveyance Projects – Mr. Trejo served as Principal Engineer and City of Ontario's representative in a Developer Partnership New Model Colony. Mr. Trejo was responsible for the overall management of the water and sewer infrastructure estimated at more than \$350M. Mr. Trejo lead the development of request for proposals, evaluating and hiring professional engineering consulting firms. Mr. Trejo headed all final bid documents to contract construction companies following the public bid process. Among the projects designed and constructed included one 10 MG pre-stressed concrete storage tank, one 6 MG storage tank, eleven (11) groundwater production wells, and several miles of sewer and potable water pipeline projects. The New Model Colony included the master planning of communities covering over 8,200 acres of undeveloped land, 31,000 residential units, 163 acres of parks, and 5 million square feet of commercial of which recycled water was targeted to supply 25% of the overall water demand.

Long Beach Seawater Desalination Demonstration Program - Mr. Trejo was the City's project engineer for the Long Beach Water Department's \$14 million Seawater Desalination Demonstration Program utilizing an innovative nano-filtration method and comparing it to traditional reverse osmosis membranes. Mr. Trejo managed staff and multiple consultants in this Design Build Project. He oversaw the preparation of design plans and specifications, coordinated construction activities and pursued permitting requirements directly with regulatory agencies including the RWQCB, State DPH, the Long Beach Planning Department and the California Coastal Commission. He also administered the desalination partnership agreements with the United States Bureau of Reclamation and the Los Angeles Department of Water and Power. The project was built as Design Build, and Mr. Trejo served as the resident engineer for the project.

City of Oxnard Advanced Water Purification Facility – While at AECOM, Mr. Trejo is the Principle in Charge for the Construction Management Services for the City of Oxnard's \$100 Million Advanced Water Purification Facility and Conveyance program involving RO and UV treatment of recycled water for landscape irrigation and groundwater injection applications. The plant consisted of a 6.25 MGD advanced treatment facility expandable to 30 MGD, with approximately 9 miles of pipeline conveyance.

North Orange County Recycled Water Treatment and Conveyance Feasibility Study, La Habra, CA and MWDOC – While at Boyle Engineering (acquired by AECOM during his tenure), Mr. Trejo served as Project Manager responsible for studying the developing a recycled water program within the City of La Habra, supported by the MWDOC. Mr. Trejo's team identified potential customers, identified satellite



Reymundo Trejo, PE
EXECUTIVE DIRECTOR
CHIEF ENGINEER

treatment plant options, costs, and potential locations for construction. Several treatment technologies were evaluated, including conveyance alternatives, and a large anchor recycled water customer base including the Westridge golf course.

Recycled Water Program Implementation for the City of Los Angeles Department of Water and Power (LADWP), City of Upland, West Basin Municipal Water District, City of Oxnard, and the City of Ontario – While at AECOM, Mr. Trejo served as Project Director responsible for developing recycled water programs, negotiating contracts and converting existing potable users to recycled water use on both potable and non-potable systems. Mr. Trejo lead the program coordination of these projects with LADWP, West Basin, Department of Public Health, the City of Upland and representatives from each end user during the design, construction and inspection of each site.

Ion Exchange Treatment Plant Facility and Two Groundwater Well Design and Construction Program Management, City of Ontario - Mr. Trejo was the Principal Engineer managing the design and construction of a 2,400 gpm Ion Exchange treatment facility and two ground water wells. The project's objective was to treat the high Nitrate and Perchlorates in the groundwater basin, and produce water that meets drinking water standards. Additionally, Mr. Trejo was successful in processing a \$4.5 Million State Grant funding application for the project.

Annual Operations Plans, Water Distribution System Mass Balance Modeling and Demand Projections, Metropolitan Water District of Southern California – Mr. Trejo provided intense technical and financial analysis and developed recommendations for the weekly management water supply deliveries. He prepared the analysis involved with the annual water supply costs, system demands, power costs, and system operations for all five treatment plans. Other tasks included the calculation of demands, peaking factors, population projections, cost analysis, and final plan preparation. Mr. Trejo produced extensive analysis working closely with multiple Metropolitan sections and direct coordination with technical planners of 26 member agencies to formulate water forecasts and develop delivery schedules for replenishment and cyclic water deliveries.

Recycled Water, Potable Water and Sewer Master Plans and Water Resource Planning Studies City of Long Beach, City of Ontario and Metropolitan Water District

Mr. Trejo has lead the development of numerous master plans for recycled water, potable water, and sewer water for numerous cities and municipalities including the City of Long Beach, the City of Ontario, the City of Palm Springs, Metropolitan Water District, and the City of La Habra.

Southwest District Director of Client Services – Boyle Engineering, Inc.

Mr. Trejo served as business development and district director for Boyle Engineering, managing projects, staffing, and daily operations for the Southwestern

U.S. business region. This included 5 offices of staff, managers, and clients. Mr. Trejo was responsible for winning work, executing work to meet profit margins, and responsible for all performance of the 5 offices primarily located in southern California including Ventura, Los Angeles, Ontario, Newport Beach, and San Diego. Mr. Trejo was also selected as the transition leadership team when AECOM acquired Boyle Engineering. His roles and responsibilities include office consolidation, client consolidation, proposal preparation, competitive proposal interviews, and day to day operations and execution of work assignments. Among one of his most important roles was serving as the client service manager for Los Angeles County clients.

District Director of Business Development and Recycled Water Practice Leader – AECOM

Prior to joining Upper District in December 2010, Mr. Trejo served as District Director at one of the largest global engineering firms (AECOM), providing executive leadership, client service management, and technical advisory in development of recycled water programs. Mr. Trejo had access to more than 50,000 employees, allowing him to leverage technical staff and national experience among the firm's five major business lines including Environment, Transportation, Water, Design and Energy, to develop innovative approaches to infrastructure planning, program management, treatment design and construction management. Additionally, Mr. Trejo served on the Executive Leadership team responsible for implementing a corporate wide rebranding and reorganization of AECOM's companies and business lines, occurring during an economically challenged consulting industry.

His primary responsibilities included supporting municipalities and public agencies in initiating and completing projects, assisting AECOM's project multi-business teams in meeting the requirements of major infrastructure undertakings, and ensuring that AECOM was consistently providing high-quality service to the firm's Southwest District clients, including those served by AECOM's offices in Los Angeles, Orange County, San Diego, Ontario, and Ventura. As a Business Development Director, Mr. Trejo had an annual sales revenue target of \$20 million for his respective service area. Mr. Trejo's essential functions as Director included:

- Assigned as Client Service Manager for the Los Angeles Department of Water and Power, the West Basin MWD, the Long Beach Water Department, and the City's Bureau of Engineering and Sanitation.
- Responsible for relationship building at all levels of the client's organization, an in depth understanding of the regulatory and technical challenges, a keen sense and understanding of the client's budgetary process.
- Represented the firm in a public setting, while working closely with Board Commissions, General Managers, and local stakeholders.
- Developed Comprehensive Strategic Client Business Plans and project specific budgets and work plans for AECOM Water as well as multi business line strategic Pursuit Plans for the City of Los Angeles.
- Directed multi-business line client management strategies in Water, Environment, Design and Energy groups for the City of Los Angeles LADWP,



Reymundo Trejo, PE
EXECUTIVE DIRECTOR
CHIEF ENGINEER

Bureau of Engineering, and Bureau of Sanitation.

- Responsible for strategic recruiting, workforce development, and mentoring.
- Principal in charge on all projects with assigned clients, responsible for interviews with the Board and Executive Management.
- Responsible for annual budget preparation and meeting growth plan initiatives.

PUBLICATIONS/PRESENTATIONS

WaterReuse – Ontario’s Recycled Water Program: From Farmers and Beyond, Palm Springs, CA 3/2007

AWWA – CA/NV – Ontario’s Recycled Water Program Implementation, CA 10/2006

AWWA – Long Beach Desalination Program, San Antonio, TX 6/2005

AWWA – Long Beach Desalination Program, Phoenix, AZ

Desalination Hearing, Central Basin 2004

ACWA Annual Conference – Lessons Learned in Developing an Indirect Reuse Groundwater Replenishment Program with the new regulations – December 2014

Mr. Trejo was also an expert guest speaker at a number of Water Forums sponsored by the local Senators as well as local Assembly Members in the San Gabriel Valley.



Saik-Choon Poh, PE

Senior Project Manager

EDUCATION

M.Eng., Environmental and Water Quality Engineering, Massachusetts Institute of Technology
B.S., Civil Engineering, Loyola Marymount University

YEARS OF EXPERIENCE

Over 18 years of Professional Engineering Experience in Southern California

REGISTRATIONS

Professional Engineer, State of California
National Association of Sewer Service Companies (NASSCO) - PACP, MACP, LACP

Mr. Poh has over 18 years of professional engineering experience in project management and design experience from small to multi-billion dollar CIPs. He is a proven project manager and understands project phases from planning, design and construction management. Mr. Poh has a strong background in water conveyance pipeline, sewer, and potable wells design. He has served as project manager on complex design projects, and has served as resident engineer on treatment plant design build projects. He is sensitive to client's needs and technical expectations. Below are some of Mr. Poh's project experience.

Professional Experience

Project Experience North Long Beach Sewer Improvement Project Phase 1 and Phase 2, Long Beach Water Department, Long Beach, CA

Mr. Poh was the Project Manager for the design for the rehabilitation of approximately 19,600 linear of existing sewer lines. Scope of services include reviewing of existing closed-circuit television (CCTV) inspections for structural deficiencies and provided recommendations to rehabilitate and replace the sanitary sewer pipeline ranging in diameter from 8 to 12 inches. Pipe material includes vitrified clay pipe (VCP) and concrete pipe (CP or NRCP). The sewer mains identified for sewer improvements are located throughout the City of Long Beach. Inspection reviews were performed by NASSCO certified personnel. Rehabilitation methods include trenchless repairs for full or sectional pipe lengths using cured-in-place pipe (CIPP), UV CIPP, carbon fiber reinforced polymer (FRP), glass FRP, top hats, and other alternative methods. Additionally, DRP prepared bid documents (Plans and Specifications) for the project.

S-1 Sewer Lift Station Rehabilitation Upgrade, Long Beach Water Department, Long Beach, CA

Mr. Poh was Project Manager for Field Assessment and Engineering design for this lift station rehabilitation project (0.2-3 MGD) consisting the field assessment of the existing odor control units, Corrosion of Electrical Gear caused by H₂S, VFDs & pump clogging, condition of Wet well (concrete degradation and lining) and Dry wet. The engineering design includes replacing/upgrading the pumps, wet well rehab, and installation of new lining to the wet well and electrical gear.

S-12 Sewer Lift Station Rehabilitation Upgrade, Long Beach Water Department, Long Beach, CA

Mr. Poh was the Project Manager for Field Assessment, Engineering design and Construction Management Services for this lift station rehabilitation project (3-5 MGD) consisting the field assessment of the existing odor control units, Corrosion of Electrical Gear caused by H₂S, VFDs & pump clogging, condition of Wet well (concrete degradation and lining) and Dry wet., FOG, groundwater intrusion. The engineering design includes replacing/upgrading the odor control unit, wet well rehab, installation of new lining to the wet well and electrical gear.

Orange Avenue/Del Amo Blvd/ Walnut Ave Street Sewer Upgrade, Long Beach Water Department, Long Beach, CA

Mr. Poh was the Resident Engineer for the project which consisted of approximately 1,019 LF of 12- inch sewer to be upsized to a 15-inch sewer along Walnut Avenue between Market Street and Jackson Street (located in a built-out, high-density residential/commercial area) the installation of a 10-inch double barrel HDPE siphon with steel casings, and the rehabilitation of nine (9) brick manholes. The new 15-inch line will connect to a Los Angeles County Sanitation District (LACSD) 33- inch trunk sewer. The project is located in a built-out, high-density residential/commercial area

Orange Avenue/7th Street Sewer Upgrade, Long Beach Water Department, Long Beach, CA

Mr. Poh was the Deputy Project Manager for the design and performed construction management services for the construction of approximately 1,300 linear feet of 12- inch Extra Strength VCP within 7th Street and 1,775 linear feet of 30-inch Extra Strength VCP within Orange Avenue. This project also included several manholes, a drop manhole, and a sewer siphon. The project required hydraulic modeling, trench load calculations, and cost estimates, Preliminary Design Report (PDR), traffic control plans, and permitting. The trench-load calculations were based on the findings of the soils report to determine the Vitrified Clay Pipe (VCP) strength required for the project, trench width, load factor and the pipe bedding class. The pipeline route had challenging rights-of-way and easement issues, with open-trench construction and jack-and-bore within the existing street right-of-way.

Powell Butte Reservoir No. 2, Portland Water Bureau, Portland OR

Mr. Poh was the Deputy Project Manager for the design of a buried 50 MG concrete reservoir, which consisted of reservoir mixing analysis, hydraulic capacity modeling for the inlet and outlet piping; the design of inspection vault, energy dissipation structure and pumping facilities. Responsibilities included the overall design coordination among various design disciplines; Managed production of detailed design drawings, including coordinating work and supervising team of engineers and designers, specification writing, financial performance, schedule and coordination with client.

Pipeline Replacement Projects, Golden State Water Company, Southern California

Mr. Poh acted as the Project Engineer for various pipeline replacement projects within the Capital Improvement Program (CIP), including approximately 20,000 linear feet of 12-inch, 8-inch, and 6- inch water main located throughout the Client's water system. Responsibilities included supervision of a team of engineers and designers to prepare design drawings; conducting utility research and field verifying locations; performing hydraulic analysis of water systems; and coordinating with Client regarding preferences and design standards.



K. "Ana" Ananda, PE Senior Project Manager

EDUCATION

*MS Engineering
(Sanitary/Environmental)
University of Florida,
Gainesville
BS (Civil Engineering)
University of Sri Lanka,
Peradeniya*

YEARS OF EXPERIENCE

*Over 28 years of
Professional Engineering
and Operations Experience
in Southern California*

REGISTRATIONS

*Professional Engineer, State
of California
Water Treatment Plant
Operator Grade 4
Water Distribution System
Operator Grade 5
Sewer Collection System
Operator Grade 4*

Mr. Ananda has over 28 Years of professional engineering and operations experience in public and private entities, managing millions of dollars in infrastructure. He has a high degree of Project Management, Construction Management, and Contract Administration experience. He has experience with Operation and Maintenance of Water, Sewer, and Recycled Water Systems. Additionally, Mr. Ananda has in depth design and operations experience with Street Improvements, Groundwater Wells, Pumping Stations, Water Treatment Plants and SCADA Systems. Below is a summary of some of Mr. Ananda's notable projects.

Professional Experience

City of South Gate, (2014 - Present) - Contract Utility Manager

Mr. Ananda manages the design and construction of Elizabeth Reservoir, Santa Fe Water Tower rehabilitation, water mains, booster pump station (est. \$15 mil). He assists operations managing water quality issues of Cr6+, VOCs, I&M, treatment. He represents the City in Regional Water Management meetings, manages regulatory issues of water quality and drought, and manages AMR meter replacement project (est. \$1.1 mil). He assists water and sewer staff with technical issues.

City of Pico Rivera, (2012 — 2014) - Contract Utility Manager

Mr. Ananda worked with the Public Works Director to implement programs and projects. He assists in the overall planning, organization and management of all aspects of utility operations, works with field superintendents to ensure coordinated work assignments and project planning related to the operation, maintenance and construction of electric, water and wastewater systems. He conducted reviews, and prepared requisitions for necessary equipment, material and supplies. He also prepared equipment and bid specification documents. Mr. Ananda represents the City in Regional Water Management meetings, and compiles information and projections to aid in the preparation of annual budget requests. He monitors established budget and utilizes authorized budgetary and purchasing procedures. Mr. Ananda manages and provides oversight for contracted utility projects including pump stations SCADA, services, and purchases, regularly inspects work sites to ensure progress and compliance with City standards of quality and contract terms and conditions, and manages operations and maintenance of sewer system.

SYMTECH Corporation, Camp Pendleton, (2012) - Water Systems Contract Operator

Mr. Ananda was responsible for the daily operation of Camp Pendleton North Area Water System Supervise SCADA based operations of booster pump stations, water wells, on-site treatment and reservoirs. His tasks included trouble-shoot equipment and systems operations.

Central Basin MWD (2009 — 2011) - Engineering and Operations Manager

Headed the Engineering and Operations Department where he managed engineering, water resources, operations staff, and consultants. He oversaw the Southeast Water Reliability Project - 13 miles of recycled water mains, pump station, street improvements, and chlorination facilities. Total \$40 million. Mr. Ananda managed imported water distribution to purveyors, operation of water treatment facility, and recycled water distribution system. He prepared project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Long Beach Water Department, Long Beach, CA (1994-2009) - Senior Civil Engineer

Mr. Ananda served as project engineer for the Long Beach Conjunctive Use Project, Pilot Plants for advanced water treatment, well rehabilitation (10 wells), new groundwater wells (7), aquifer storage and recovery wells, and collection systems. He managed the complexed LBWD Bottling Plant (nanofiltration) and Treatment Plant upgrades, and the Long Beach Recycled Water Expansion Project Phase 1. He was the lead in the implementation of major water and sewer main replacement projects. He supervised technical and maintenance staff in preparing the CIP budget, project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Padre Dam Municipal Water District (1990-1994) - Project Manager

Mr. Ananda served as Project Manager, CALTRANS State Route 52 utility relocation, (60", 12", 20", and 24" water, reclaimed water, and sewer mains). He led the design of Fletcher Hills Reservoir. He managed the preparation of the preliminary design report and CEQA documents report for Galloway Valley Reservoir. Mr. Ananda also managed the design and construction of Five-year Master Plan Water Projects, the design and construction management of San Diego County Water Authority Connection # 6, (30" main), and the design and manage construction of Prospect Avenue water main replacement project (3 miles of 12" main).

**Malcolm Pirnie, Inc. (1986-1990)
Project. Engineer**

Mr. Ananda managed the Chlorination/dechlorination Facility Expansion, in the City of Titusville, Florida. He was in charge of the Lake Formosa sewer rehabilitation project of City of Orlando, Florida (24"- 42" sewers), 7 mgd pump station, construction cost \$7 mil. He managed the South-west interceptor force main master plan and pump station improvements, in the City of Titusville's sewer system. He managed the completion of the water system master plan, and hydraulic analysis, for the City of Holly Hill, Florida. Mr. Ananda successfully completed the wastewater treatment plant expansion, treatment study and hydraulic analysis, for the City of Holly Hill.



June 13, 2017

Attn: Arturo Cervantes
Public Works Director
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: FEE SCHEDULE – Project Management Services for the City of South Gate

Dear Mr. Cervantes:

SAFNA Engineering & Consulting is committed to providing continuation services with Mr. Reymundo Trejo as our key personnel, supported by Mr. Ana Ananda and Mr. Saik Choon Poh. At this time, I am committed to offer the same hourly rate of \$107 per hour for the proposed candidates.

Thank you for the opportunity to serve your agency. Please feel free to contact me at 626-599-8566.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jorge Ramirez', written in a cursive style.

Jorge Ramirez
President and CEO

AUG 03 2021
3:00pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 10, 2021
Originating Department: Office of the City Clerk

Department Director:  Interim City Manager: 
Carmen Augustus *Chris Jeffens*

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

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

RECOMMENDED ACTION:

- A. Approve the Special Meeting minutes of June 23, 2021
- B. Approve the Special Meeting minutes of June 29, 2021
- C. Approve the Special Meeting and Regular Meeting minutes of July 13, 2021
- D. Approve the Special Meeting minutes of July 27, 2021

FISCAL IMPACT: None.

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

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

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
WEDNESDAY, JUNE 23, 2021**

CALL TO ORDER Al Rios, Mayor called a Special City Council meeting to order at 4:06 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Maria Davila and Council Member Denise Diaz; Interim City Manager Chris Jeffers

LATE Council Member Gil Hurtado arrived at 4:06 p.m.

ABSENT City Treasurer Gregory Martinez and City Attorney Raul F. Salinas

CLOSED SESSION The Council Members recessed into Closed Session at 4:06 p.m. and reconvened with all Members of Council present. Interim City Manager Jeffers reported the following:

1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE
Pursuant to Government Code Section 54957(b)(1)

a. Interim City Manager

No reportable action was taken in Closed Session.

ADJOURNMENT Council Member Davila unanimously adjourned the meeting and seconded Council Member Hurtado.

PASSED and **APPROVED** this 10th day of August 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JUNE 29, 2021**

CALL TO ORDER Al Rios, Mayor called a Special City Council meeting to order at 5:02 p.m.

ROLL CALL Carmen Avalos, City Clerk

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

ABSENT City Treasurer Gregory Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 5:04 p.m. and reconvened at 5:34 p.m. with four (4) Members of Council present. Council Member Davila left at 5:32 p.m. 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. In Re Purdue Pharma L.P., et al.

Item 1(a) is a class action lawsuit which is pending in the bankruptcy court which the City is a claimant. The City received a request to convey in a ballot to either oppose or support a plan which would reflect on a proposed settlement in the bankruptcy court.

The City Council received a presentation by the City Attorney and upon completion of that presentation there was a motion made by Council Member Hurtado and seconded by Mayor Rios and on a vote of 5-0, authorized the City Attorney to take action to return the ballot on a timely basis in support of the proposed plan. The motion also requested the City Attorney's Office to minimize the amount of legal fees incurred in monitoring this matter moving forward.

ADJOURNMENT Council Member Hurtado adjourned the meeting at 6:37 p.m. and seconded Mayor Rios.

PASSED and APPROVED this 10th day of August 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

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

CALL TO ORDER Al Rios, Mayor called a Special City Council meeting to order at 5:37 p.m.

ROLL CALL Carmen Avalos, City Clerk

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

ABSENT City Treasurer Gregory Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 5:40 p.m. and reconvened at 6:32 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

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

a. Interim City Manager

There was a brief discussion on item 1a and there was no reportable action taken.

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Representation: Chris Jeffers, Interim City Manager

Employee Organizations: SGPOA

On item 2, City Manager had a discussion and upon completion of that presentation there was no reportable action.

SPECIAL CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

3. CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code Section 54956.8

Property APN:N/A

Property Address: Rancho Los Amigos Specific Plan, Downey,
California

City Negotiator: Chris Jeffers, Interim City Manager

Negotiating with: Pending

Under Negotiation: TBD

On item 3, the City Council received a presentation and upon completion of that presentation there was no reportable action taken.

ADJOURNMENT

Council Member Davila motioned to adjourn the meeting at 6:35 p.m. and seconded Council Member Hurtado.

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

PASSED and **APPROVED** this 10th day of August 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JULY 13, 2021**

- CALL TO ORDER** Al Rios, Mayor called a Regular City Council meeting to order at 6:36 p.m.
- INVOCATION** Reverend Marta Moscoso, Faith and Hope Lutheran Church
- PLEDGE OF ALLEGIANCE** Girl Scout Troop 1553
- ROLL CALL** Sonia Guerrero, Recording Secretary
- PRESENT** Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Maria Davila, Council Member Denise Diaz and Council Member Gil Hurtado; City Clerk Carmen Avalos City Treasurer Gregory Martinez; Interim City Manager Chris Jeffers, City Attorney/Special Legal Counsel Raul F. Salinas
- 1A** The City Council presented a Certificate of Appreciation to Lisa Bautista. Mrs. Bautista has worked in the South Gate Police Department for 35 years as a dispatcher.
- 1**
MUNICIPAL CODE The City Council conducted a Public Hearing and unanimously approved A and B by motion of Vice Mayor Avalos and seconded by Council Member Davila.
- Roll Call:** Council Member Diaz, yes; Council Member Davila, yes; Council Member Hurtado, yes; Vice Mayor Avalos, Mayor Rios, yes.
- a. Waived the reading in full and introduced Ordinance No. 2021-08-CC entitled – An Ordinance of the City Council of the City of South Gate, California adding Part 8. Recycling of Commercial Solid Waste and Organic Waste, and Sections 13.100.430 (Definitions), 13.100.440 (Commercial Solid Waste Recycling), 13.100.450 (Organic Waste Recycling), 13.100.460 (Fees) and 13.100.470 (Enforcement Provisions), to Chapter 13.100 (Solid Waste Handling and Recycling Services), of Title 13 (Franchises), of the South Gate Municipal Code; and
- b. Accepted the determination that the proposed amendment is exempt from the California Environmental Quality Act (CEQA).
- Gladis Deras, Public Works provided the report for this item.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

I
MUNICIPAL CODE
CONT'D

Mayor Rios opened the public hearing

Liz Ruiz, Kauffman is looking forward to having the green bins and asked what the additional charges would be for the service.

Ms. Deras responded that currently this is only applicable for commercial businesses and multi family businesses of five units or more.

Seeing no one else come forward the Mayor closed the Public Hearing.

Chris Jeffers, City Manager stated that for residential service it will be covered under SB1383 and staff will be working on this program within the next year.

Raul Salinas, City Attorney explained the enforcement process.

Council Member Diaz asked how the education process will work for the businesses, especially the small businesses owners.

Ms. Deras stated that a letter regarding AB341 was sent last month, and a second letter will be mailed out if approved.

Council Member Hurtado stated that these assembly bills passed a long time ago. Why has it taken the City so long to enforce this program.

Ms. Deras explained that the City has been in compliance. The City recently updated the waste hauler contract to meet these requirements. The issue is that the quantity of businesses complying with this is so low that the State has now requested that something be done to enforce these bills.

Council Member Hurtado asked what the penalties for the businesses that are not in compliance.

Ms. Deras stated that there is a fine of \$71.74 if they do not subscribe to a service. The fine is higher than the fee to receive the service.

Council Member Hurtado asked if there are fines charged the City for being noncompliant.

Mr. Jeffers responded that in all pieces of legislature there is a mechanism in place for Cal Recycle to levy fines, but they want to put communities on a path of compliance.

Mayor Rios asked when the City started enforcing the program and what is the percentage of businesses in compliance.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

1
MUNICIPAL CODE
CONT'D

Ms. Deras responded that for AB341 there are a total of 566 customers and 396 customers are not in compliance. For AB1826 a total of 1,279 customers and 1,265 are not in compliance.

Vice Mayor Avalos asked where the City falls in the spectrum of compliance.

Mr. Jeffers responded that Cal Recycle have given us a list of compliance measures and this item is one of those measures to move forward with.

COMMENTS FROM
THE AUDIENCE

Virginia Johnson, 5751 McKinley spoke on the City of Downey meeting regarding the new housing development on Garfield which was postponed due to technical problems. She encouraged a few of the City Council members to attend to voice how this will affect the east side of South Gate. Also, she addressed her concerns of after over 20 years of having low counts of Code Enforcement Officers in our City of 100,000 people that at last night's Special Council proceedings the staff and council do not need more than five code enforcement officers.

Jesus Miranda, 8466 San Vicente recommended to the City Council that they consider stopping the sale of fireworks.

Andrea Palino, Area 5 resident has concerns with the accidents on Garfield Avenue near Circle Park. She stated that many of the homes in her neighborhood are not being kept up, especially the lawns and the cars parked on the lawn. She wants to know what it takes to get Code Enforcement to look at this area.

Thomas Buckley is happy with setup for the City Council meeting to include in person and zoom.

Christina Montalvo, spoke on upcoming events coming to the City of South Gate including a vaccination clinic and backpack giveaway.

Cindy Esquivel, spoke about the fights happening at the skate park in South Gate Park.

Clarissa Ortega, Assemblymember Rendon's Office, updated the public on funds being allocated to the City for upcoming projects. They will also be hosting a Youth Leadership Program and an appointee workshop.

Josh Barron, 8819 Beaudine, is concerned with the condition of Area 5 and the parking situation of this area. He also informed the audience of the upcoming events at South Gate Park and encouraged the community to voice their opinions on the budget for Tweedy Mile.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

COMMENTS FROM THE AUDIENCE CONT'D

Armando Velazquez stated that the Kiwanis Club will have their first hybrid meeting with free tacos to all in attendance this Monday.

Adolfo Varas, 10313 Jackson Avenue announced that there is a new business opening on July 17 called Glam Nails and Spa.

Resident is concerned with the City increasing expenditures and revenue and not cutting back on expenditures.

Robert Montalvo encouraged people to donate blood as there is currently a shortage and the problems that the Aztec Football program are having getting a response from Council and staff. Lastly, he spoke about the behavior of a Councilmember and lack of support by that Councilmember for the police department.

Jasmine thanked the City Council for continuing the Zoom meetings.

Liz Ruiz thanked the City Council for continuing the Zoom meetings and is looking forward to more community involvement.

An email was read into the record from David Smith regarding traffic problems on Garfield Avenue between Imperial Highway and Southern Avenue by Sonia Guerrero, Recording Secretary.

REPORTS AND COMMENTS FROM CITY STAFF

Randy Davis, Chief of Police stated that the Police Department has added extra patrol to the Garfield Avenue area to address the concerns regarding this area. He has also been working with Code Enforcement to address issues that involve both divisions.

Chris Jeffers, Interim City Manager stated most of the budget presentation that was made yesterday is available online.

Steve Costley, Interim Parks and Recreation Director stated that staff will be meeting with the Police Department and the City Manager's Office to discuss enforcement rules at the skate park.

Mr. Costley announced that Concert's in the Park have been very successful and believes that the attendance has doubled since past year's events. During the concerts there will be a mobile vaccination clinic parked next to the Sports Center. The pool is now open again and the fitness center is starting to accept new memberships.

Grace Martin, Interim Community Development Director stated that on July 28th the City will be holding a joint housing workshop between the Planning Commission and the City Council at 6:00 p.m.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

REPORTS AND COMMENTS FROM CITY STAFF

CONT'D

Greg Martinez, City Treasurer, spoke on the challenges of working with the homeless.

Council Member Diaz reported on the possible expansion of the 710 freeway and the work that Council Member Davila has done representing South Gate. Council Member Diaz was appointed to the Water Conservation Authority and requested staff to follow up with the Water Shed Authority regarding project completion dates. She attended a Zoom meeting with the Regional Water Board concerning a MS4 permit where the compliance price tag would affect our residents. SELA is having a book drive to help the migrant children at the Fairplex. There is a nonprofit that Justin Bieber has, "One Love Day" and they have selected three cities (Lynwood, Cudahy, and South Gate) to host a community cleanup around the area.

Council Member Hurtado went on a ride along and he was impressed with every member of the staff. One of the things we were dealing with were illegal fireworks. Children and people with autism are affected by all the loud noise that is produced by the fireworks. The people that are lighting the fireworks are having a great time but the impact to the community can be harmful. On July 12, Mr. Jeffers and Council Member Hurtado had a very productive meeting with the Union Pacific Railroad. They are working on an agreement that either allows staff to go on the property to clean and remove graffiti or a way to notify railroad staff to clean the area themselves.

A few months ago, Council Member Hurtado raised the issue of speeding on Garfield Avenue. Our Police Department is doing what they can, but we really need to look into this area. He suggested staff reach out to several cities in the SELA area to calibrate with State representatives about the housing requirements that are being imposed unfairly in our dense area. Lastly, Council Member Hurtado asked that staff look into the plants at the bus stops in Area 5. They are so small they cannot be seen unless you are looking down inside the planters.

Council Member Davila welcomed everyone to our first in person Council Meeting at City Hall since COVID. She discussed all the changes recently in personnel and all the recruiting that the City is doing. Council Member Diaz discussed the activities during the Metro meeting. Widening the 710 would displace many people but this is no longer an option and would like to see further discussion regarding the Alameda Corridor as an option.

Council Member Davila asked the Chief how many pounds of illegal fireworks were confiscated by police.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

REPORTS AND COMMENTS FROM CITY STAFF

CONT'D

The Chief responded that the largest incident that occurred was 2,000 pounds of fireworks. On a report that was received about a person selling fireworks out of the back of a truck in the Hollydale area and arrested both the seller and the buyer of the fireworks. We need to coordinate with other states as these fireworks are not coming from California.

Vice Mayor Avalos is sorry to hear what happened to the Girl Scouts and said that those fireworks sounded more like bombs. This is something that needs to be reviewed as a Council. As for the RENA Housing Numbers the Vice Mayor believes the League is looking into a lawsuit against the state. Other than that, she has enjoyed being at the park watching the concerts in the park but reminded the public that the Delta variant is still out there and is more contagious than the original COVID virus. The numbers continue to climb within the County of Los Angeles.

Mayor Rios thanked staff for their work during these past 18 months and welcomed everyone back. The Mayor spoke about all the various funding opportunities coming to the City for projects and relief as we continue to put the community first.

RECESS

The City Council recessed at 8:42 p.m., and reconvened at 8:50 p.m., with all Members of Council present.

CONSENT CALENDAR

Agenda Items 2, 3, 4, 5, 7, 8, 9, 11, 12 and 13 were unanimously approved by motion of Council Member Diaz and seconded by Council Member Hurtado. City Manager Jeffers made a correction on Item 3 stating that the staff report listed a cost of \$29,000.00 but the actual cost is \$54,000.00 for the environmental review. It is still all paid for by the grant SB2. Items 6 and 10 was pulled for separate discussion.

Roll Call: Council Member Diaz, yes; Council Member Davila, yes (Item 7 Council Member Davila, recused); Council Member Hurtado, yes; Vice Mayor Avalos, yes; Mayor Rios, yes

2

PERSONNEL MOU

The City Council unanimously approved A and B during consent calendar.

- a. Side Letter of Agreement (Contract No. 2021-90-CC) with the South Gate Police Officers' Association regarding accrued unused vacation and holiday leaves; and
- b. Authorized the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

3

MUNICIPAL CODE

The City Council unanimously approved A and B during consent calendar.

- a. Contract No. 2021-91-CC with Blodgett Baylosis Environmental Planning to prepare an Environmental Impact Report for the Gateway District Specific Plan, in an amount not-to-exceed \$29,750; and
- b. Authorized the Mayor to execute the Contract in a form acceptable to the City Attorney.

4

DATA PROCESSING SERVICES

The City Council unanimously approved A and B during consent calendar.

- a. Amendment No. 3 to Contract No. 2020-22-AC with ClientFirst Technology Consulting, LLC, retroactively effective July 1, 2021, for continued project management services for the implementation of the Technology Master Plan, through March 31, 2022, in an amount not-to-exceed \$99,625;
- b. Authorized the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

5

WATER

The City Council unanimously approved A and B during consent calendar.

- a. Contract No. 2021-92-CC with General Pump Company, Inc., to perform well maintenance services on an as-needed basis, for a three-year term with two optional one-year extensions, in an annual amount not-to-exceed \$100,000 for a total of \$300,000; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

6

STREETS/SIDEWALKS/ LANDSCAPING

The City Council considered approved A and B during consent calendar by motion of Council Member Davila and seconded by Council Member Diaz. Council Member Hurtado recused himself.

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

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

6

**STREETS/SIDEWALKS/
LANDSCAPING CONT'D**

- a. Amendment No. 1 to Contract No. 2020-10-CC with TetraTech, to provide additional Right of Way Certification Design Services in the amount of \$41,190, retroactively effective June 21, 2021, and extending the term of the contract through December 31, 2022, to provide design and construction support services on the Garfield Avenue Complete Street Improvement Project, City Project No. 564-ST; and
- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

7

PARKING & TRAFFIC

The City Council unanimously approved A and B during consent calendar.

- a. Amendment No. 1 to Contract No. 3500 with Iteris, Inc., extending the term through December 31, 2023 and adding design services of the Tweedy Boulevard Signal Synchronization Project, LAMTA ID F7309, City Project No. 514-TRF, in an amount not-to-exceed \$17,320; and
- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

8

FINANCIAL AUDITS

The City Council unanimously approved A and B during consent calendar.

- a. Amendment No. 2 to Contract No. 3229 with The Pun Group, LLP, extending independent financial audit services for the Fiscal Year ending June 30, 2021 in the amount not-to-exceed \$69,555; and
- b. Authorized the Mayor to execute Amendment No. 2 in the form acceptable to the City Attorney.

9

DATA PROCESSING

The City Council unanimously approved authorizing the issuance of a Purchase Order to VectorUSA, in the amount of \$199,866.69, for the purchase of core data network switches for City Hall and the Police Department, licensing, three years of maintenance and the necessary network design, implementation and training services during consent calendar.

10

INVESTMENTS

The City Council unanimously approved receiving and filing the Quarterly Investment Report for the quarter ended March 31, 2021 by motion of Council Member Davila and seconded by Council Member Hurtado.

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

10

INVESTMENTS CONT'D

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

11

INVESTMENTS

The City Council unanimously approved receiving and filing the Quarterly Investment Report for the quarter ended December 31, 2020 during consent calendar.

12

INVESTMENTS

The City Council unanimously approved receiving and filing the Quarterly Investment Report for the quarter ended September 30, 2020 during consent calendar.

13

MINUTES

The City Council unanimously approved A, B, and C during consent calendar.

- a. Regular Meeting minutes of May 25, 2021;
- b. Special Meeting minutes of June 1, 2021; and
- c. Special and Regular Meeting minutes of June 8, 2021.

14

TRANSPORTATION SERVICES

The City Council unanimously approved A option 1 with the \$18.71 pay and not to exceed the adjusted CPI of 5% by motion of Council Member Diaz and seconded by Council Member Davila.

Council Member Avalos motioned to approve option B. Motioned died due to lack of a second.

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

- a. Further modifying the conditions of approval for Global Paratransit, Inc., consistent with option 1 or option 2 as indicated in their counter proposal email dated June 10, 2021; OR
- b. Approving the Transit Services Agreement with Transportation Concepts for the operation and management of the transit services for the Fixed Route (GATE) Program based on their proposal from the original Request For Proposal response;
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

14
TRANSPORTATION
SERVICES CONT'D

- d. Authorizing the Director of Parks & Recreation to act as agent for the City under the Agreement and to sign any subsequent documents on behalf of the City as required to properly execute the Agreement, including the lease of any City vehicles as required by the Agreement

15
PARK

The City Council discussed and provide direction regarding the addition of sports specific field lighting at Hollydale Regional Park.

Item 15 will be brought back in 30 days with a report to bring back options for the City Council to review.

DEVIATE FROM
THE AGENDA

At this time, there being no objections, Mayor Rios stated that item 17 would be considered out of its regular agenda order.

17
BUDGET ADMIN

The City Council unanimously authorized the carryover of unspent budget appropriations from Fiscal Year 2019/20 to Fiscal Year 2020/21 in the account numbers detailed in Exhibit A of the Staff Report by motion of Vice Mayor Avalos and seconded by Council Member Davila.

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

16
TRANSPORTATION
PLANNING

The City Council unanimously approved A and B by motion of Vice Mayor Avalos and seconded by Council Member Hurtado.

- a. Received and filed an update report of the West Santa Ana Branch Light Rail Project; and
- b. Provided staff with direction as it relates to the draft Master Cooperative Agreement with the Los Angeles County Metropolitan Transportation Authority and future fiscal planning.

18
WARRANTS

The City Council unanimously approved (except for Warrants 92718 and 93074) by motion of Vice Mayor Avalos and seconded by Council Member Davila.

- a. Approving Check No. 92718 from June 8, 2021;
- b. Approving Check Nos. 92838 and 92932 from June 22, 2021; and
- c. Approving the Warrant Register for July 13, 2021

REGULAR CITY COUNCIL MEETING MINUTES OF JULY 13, 2021

18

WARRANTS CONT'D

| | |
|-----------------------------|------------------------|
| Total of Checks: | \$2,941,931.64 |
| Voids: | \$ (31,928.68) |
| Total of Payroll Deductions | <u>\$ (329,020.49)</u> |
| Grand Total: | \$2,580,982.47 |

Cancellations: Various Stale Dated Checks as Listed in the Staff Report.

ADJOURNMENT Mayor Rios unanimously adjourned the meeting in memory of Socorro Flores Contreras Vice Mayor Avalos' family member and Pete Roman Rodriguez Mayor Rios' nephew, at 11:05 p.m. and seconded by Council Member Hurtado.

PASSED and **APPROVED** this 10th day of August 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JULY 27, 2021**

CALL TO ORDER Al Rios, Mayor called a Special City Council meeting to order at 5:40 p.m.

ROLL CALL Carmen Avalos, City Clerk

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

ABSENT City Treasurer Gregory Martinez

CLOSED SESSION The Council Members recessed into Closed Session at 5:42 p.m. and reconvened at 6:35 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. Jimmy Torres v. City of South Gate
- b. Susana Michelle Corcios v. City of South Gate

On items 1(a) & (b), the City Council received a report by the City Attorney. Upon completion of the report, there was a motion made by Council Member Davila and seconded by Major Rios. On the vote of 5-0, the City Council voted to deny both of those claims.

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Representation: Chris Jeffers, Interim City Manager

Unrepresented Employees: Top Management/Department
Directors
Hourly Employees

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

SPECIAL CITY COUNCIL MEETING MINUTES OF JULY 27, 2021

There was a conference with labor negotiator to discuss the various issues pertaining to various employee organizations. There was a report given in closed session by the City Manager. Upon completion of the report, there was no reportable action taken on that item.

ADJOURNMENT

Council Member Davila unanimously adjourned the meeting at 6:39 p.m. and seconded Council Member Hurtado.

PASSED and **APPROVED** this 10th day of August 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 10, 2021
Originating Department: Parks & Recreation

Interim Director: Steve Costley ^(AS) Interim City Manager: Chris Jeffers
Steve Costley Chris Jeffers

SUBJECT: SOUTH GATE AZTECS YOUTH FOOTBALL PROGRAM

PURPOSE: This item was requested by the City Council at their July 13, 2021, meeting to discuss options for providing short term and long-term solutions for field space for the South Gate Aztec Football Program.

RECOMMENDED ACTION: The City Council will discuss and provide direction regarding practice and playing space for the South Gate Aztecs Youth Football Program.

FISCAL IMPACT: Future action may involve costs depending on City Council direction. All cost estimates presented are extremely preliminary and should be understood as such. The numbers, for the most part, are extrapolated from project costs in the Park Master Plan for similar type items.

BACKGROUND: For the last 30 plus years, the different Partner Organizations that use sports fields in South Gate have managed to play alongside each other using a variety of fields from South Gate Park (SGP), Hollydale Regional Park (HRP), and LAUSD school sites. Recently, LAUSD has limited access to school spaces for the South Gate Aztecs Youth Football Program which has caused the group to become nomads with neither a permanent place to practice or play games. Aztecs Football and their cheerleading group are seeking City assistance in finding a permanent facility for the group.

Program Details:

- Formed in 1991 as the South Gate Rams Pop Warner Football Program
- Changed name in 2009 to South Gate Aztecs Youth Football
- Current number of registered participants: 120 – in the Football program
Flag 5-6 years old, Tackle 7-14 years old
5 total football teams playing each weekend
- Current number of registered participants: 80 – Cheerleading program 7-14 years old
Need a flat space for practice/preferably a gymnasium during cold nights
- Practiced and played at South Gate High School until 2016
- Last few years have been spent at various LAUSD sites and City park facilities including Legacy High School for practices and South East High School for games with some practice taking place at Hollydale Community Park under the lights and South Gate Park when space is available. In

2019, Legacy HS informed the football group that they would not allow them to practice at their facility after the 2019 season. This left the group with insufficient spaces to practice and play.

- Football Season – July thru August practices; September thru December games & practice.
- Space needs:
 - 50-yard x 50-yard field 5 weeknights for practice
 - Full football field on Saturdays from 8:00am – 2:00pm for games including warm-ups
 - Space for storage bin of equipment which is currently at South East High School

ANALYSIS: During the July 13, 2021, City Council Meeting, Council gave direction to staff to provide both short-term and long-term options for the South Gate Aztecs Youth Football Program for practice and game space.

While staff is providing several options for the Council to consider, there are two on the list that we believe would be the most fiscally feasible and could provide both short-term and long-term solutions.

- #5 Have LAUSD allow Aztec Football back on school sites. This would be the simplest and cleanest option bringing the program back to the pre-2016 usage that was provided for many years. The City has 27 LAUSD campuses within its boundaries and has partnered with the district for many years on a variety of different projects both at the parks and in the City, as a whole. The School District is currently not allowing any groups on campus due to the pandemic and has indicated that they will continue limiting public access in the future. As Council is aware, the District now prefers to work through Joint Use Agreements and expects those programs using the fields to “pay their fair share of maintenance and operating costs” for use of school facilities. South Gate has always had a strong relationship with the School District and regularly provides City facilities for district events at no cost. Staff believes that discussions with local district staff could result in short-term and/or long-term access for the football program while other solutions may be explored. This element may need to involve City Council to meet with upper-level School District personnel in order to proceed at a faster pace. Should the City be successful, there would likely involve costs for the City to be responsible for.
- #6 Work with LA County to move the Football Program to the New Sports Complex in Downey. As the Council is aware, LA County is in the process of building a new Sports Complex on Gardendale Avenue in Downey, right on the border of South Gate. The complex will include dedicated field space for youth football programs and is being built as a regional asset. While technically not in South Gate, the field space is literally steps away from our border and could provide the football program with a home for years to come. Although the new park space will be operated by the City of Downey under an agreement with the County, the facility is on County owned land and is being funded by County bond funds which require that the space be accessible to all County residents. Again, it is expected that use of these facilities would also include a “fair share” use fee, but the project is already fully funded. Construction has begun and the facilities are expected to open in 2022, making this both the most cost effective and quickest solution available for the program.

Staff would suggest that discussions begin with both Downey and the County, possibly with Supervisors Hilda Solis and Janice Hahn, to see how it might be possible to accommodate practice and/or games for the program.

- Option #1 Short Term – Option: South Gate Park Diamonds #9 & #10 - Practice**
Space: Practice at South Gate Park using diamonds #9 & #10 during the Fall of 2021
Cost: No additional cost to the Parks & Recreation Program
Issues: This space is used on a regular basis by the South Gate JAA and the Adult Softball Leagues. Although this space was available because the City and JAA wasn't using them (due to COVID-19), a permanent change will reduce play for the JAA by 24 teams/288 kids and the Adult Softball by 12 teams/144 adults during any subsequent years of practice.
- Option #2 Short Term – Option: South East High School - Game Day**
Space: No permanent space at a South Gate Park available without displacing JAA activities. We could explore with LAUSD use of their fields for game activities. We believe this would require use between 8:00am and 2:00pm, according to Aztecs Football leadership.
Cost: City to pay LAUSD usage fee approximately \$1,500 annually (est.).
Issues: No guarantees at this time that LAUSD will allow them to play on-site. If not, all games will have to be played on the road.
- Option #3 Short Term – Option: Install Temporary Lighting at Hollydale Regional Park**
Space: Install portable lighting at HRP by placing “tower lights” at strategic portions of one of the fields to allow enough light to provide practice space for football.
Cost: Would include rental/purchase of tower lights, fuel/insurance, staff costs for supervision and operation of lights. A general estimate would be about \$15k per month.
Issues: Permission from SCE or DWP to use portable lighting near their electrical towers.
Ability to properly light area needed in accordance to Pop Warner Football standards
Potential neighborhood complaints regarding additional use of facilities at a park that is traditionally closed at dusk.
AYSO has approximately 1,400 youth registered in their program and use the fields from March-October for practices/games during the evening hours while there is light available. This solution would result in either moving them to an unknown location at this time or asking them to reduce their programming to some degree to accommodate the need of the youth football.
- Option #4 Short Term – Option: Request that Youth Football change daily practice hours to daylight hours**
Space: Open at several locations
Cost: No additional costs to the City or the football program
Issues: In checking with Aztecs Football, the coaches and volunteers work during the day and would have difficulty starting practice before 6:00pm on a regular basis. Thus, practicing during daylight hours would not be feasible.
- Option #5 Short Term & Long Term - Option: LAUSD to allow Aztecs Football back on school sites**
Space: Available space at 3 different high schools in the area: South Gate, South East, & Legacy

Cost: City to pay LAUSD usage fee or work out a Joint Use Agreement with the district to upgrade the Legacy High School field. No estimate of annual costs currently.
Issues: There have been challenges developing joint-use agreements with LAUSD in the past.

Option #6 Long Term Option – Work with LA County to move the Football Program to the New Sports Complex in Downey

Space: LA County is in the process of building a new sports complex just to the east of the City. Facilities are for “all county residents.” South Gate Aztecs Football could easily make it their new home in coordination with other groups who are going to be using the new facilities.

Cost: Unknown, but very likely there will be a user fee cost.

Issues: Not in South Gate, but right at the boarder/boundary of our City.
Coordination with all the different groups who may have interest in using the facility.

Option #7 Long Term Option – Add lighting to Hollydale Regional Park for football and soccer

Space: Currently available and lighting would add much needed capacity for partner organizations.

Cost: \$10.2 Million for installation. Added costs for staffing facility for the added usage by youth. Ongoing maintenance would be about the same as current expenditures.

Issues: Neighbor complaints regarding additional use of facilities at a park that is traditionally closed at dusk.

Partner organization field usage. HRP has been used by AYSO for the past 30 years and their program has grown to 1,400+ kids participating. They use all the current field space at HRP, and there was significant input from their participants who requested field lights in the Hollydale Master Plan for expansion of their program. As stated earlier, programing the youth football for practice and games would impact the use by AYSO. Unknown as the number of teams and youth impacted due to displacement.

We would still need to obtain SCE/DWP approval for light installation given safety concerns with high voltage lines in the area.

Option #8 Long Term Option – Convert baseball fields #9 & #10 at South Gate Park into dedicated football space for the Aztecs Football Program

Space: Heavily used area at South Gate Park that currently has several youth and adult programs other than football. Would also require expansion of area to include space between diamonds and Auditorium.

Cost: Unknown at this time but, estimated to be around \$2 to \$4 million for change of use with additional lighting being the largest cost. Ongoing maintenance would be offset by the current maintenance already being done in this area.

Issues: Conversion of the space would reduce adult and youth baseball/softball programs for hundreds of patrons as explained in point #1 above.

Option #9 Purchase land to build a new field area for football/multi-use

Space: Would need to be a minimum of 3 acres in size, depending on designated uses.

Cost: Including purchase, construction, and lighting – it is likely to be between \$9 million to \$16 million. On-going maintenance would be between \$20,000 and \$40,000.

Issues: No identified funding.

Current Park Master Plan is unfunded by at least \$20-\$80 million.

No identified location to investigate.

No estimate on the time frame to complete, but likely 48 months or longer.

Option #10 Convert the South Gate Golf Course to a Football Field

Space: The Golf Course currently encompasses about 3.5 acres, which would potentially create 1 football field

Cost: It would likely cost about \$2 to \$3 million to grade and level the area for playing field conditions. To light the area for safety standards could cost \$8 million as an estimate.

Issues: Currently we experience about 4,500 rounds of golf played during an average year. That likely translates into between 1,800 and 2,500 individuals accessing the facilities. The course is home to the following programs – Legacy Golf Team, weekly Men’s & Women’s Club and Youth Golf Classes and annual tournaments. The timeframe to complete the project is likely 24-26 months. On-going maintenance would be offset by the savings on the golf course maintenance.

Option #11 Explore buying the 13050 Paramount back from the Housing Authority

Space: The lot is approximately 1.2 acres, which could support a practice playing area and some parking.

Cost: The land purchase could be the cancelling the initial \$1.8 million loan between the two entities. The cost to prepare the lot for use is estimated at \$4 million. Lighting would be potentially another \$6 million.

Issues: Could impact the City’s efforts in meeting state mandates with affordable housing and RHNA. There may be neighborhood issues due to interaction of traffic and lighting. The construction would likely take 24 to 36 months. Ongoing maintenance by Parks staff would be about \$20,000 to \$40,000.

Option #12 Add Football Field Lighting to the Circle Park Renovation Plan

Space: Available under the power lines at Circle Park with sufficient space for several practice fields and possible football field.

Cost: Current project has completed design and costs \$4 million. Addition of sports lighting is unknown but would possibly be an extra \$2 to \$6 million.

Issues: Neighbor complaints regarding additional use of facilities at a park that is traditionally closed at dusk.

We would still need to obtain SCE approval for light installation given safety concerns with high voltage lines in the area.

No issue with displacing other partner organizations

ATTACHMENT: PowerPoint Presentation - Potential Fields for the Aztecs Youth Football Program



SOUTH GATE AZTECS YOUTH FOOTBALL & CHEER

1. SG Park - Diamond #9 & #10
2. South East HS– Football Field
3. Hollydale Regional Park – Soccer Field
4. Change Practice times
5. South Gate HS – Football Field
6. New County Sports Park – Corner of Gardendale & Garfield
7. Hollydale Regional Park Lights
8. SG Park – Diamond #9 & #10
9. Purchase Land To Build a New Field
10. Convert the South Gate Golf Course
11. Buy Old Market Basket Site
12. SG Park Golf Course
13. 13050 Paramount
14. Circle Park



City of
**South
Gate**®

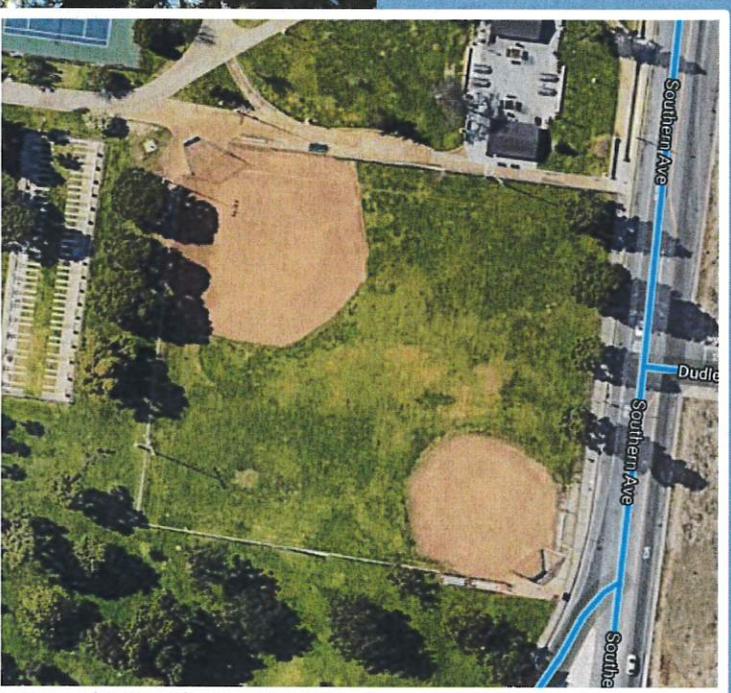
#1 SHORT TERM OPTION - PRACTICE

South Gate Park Diamond #9 & #10

Space: No permanent space

Cost: No Additional Costs

Issues: Taking Space from Other Programs



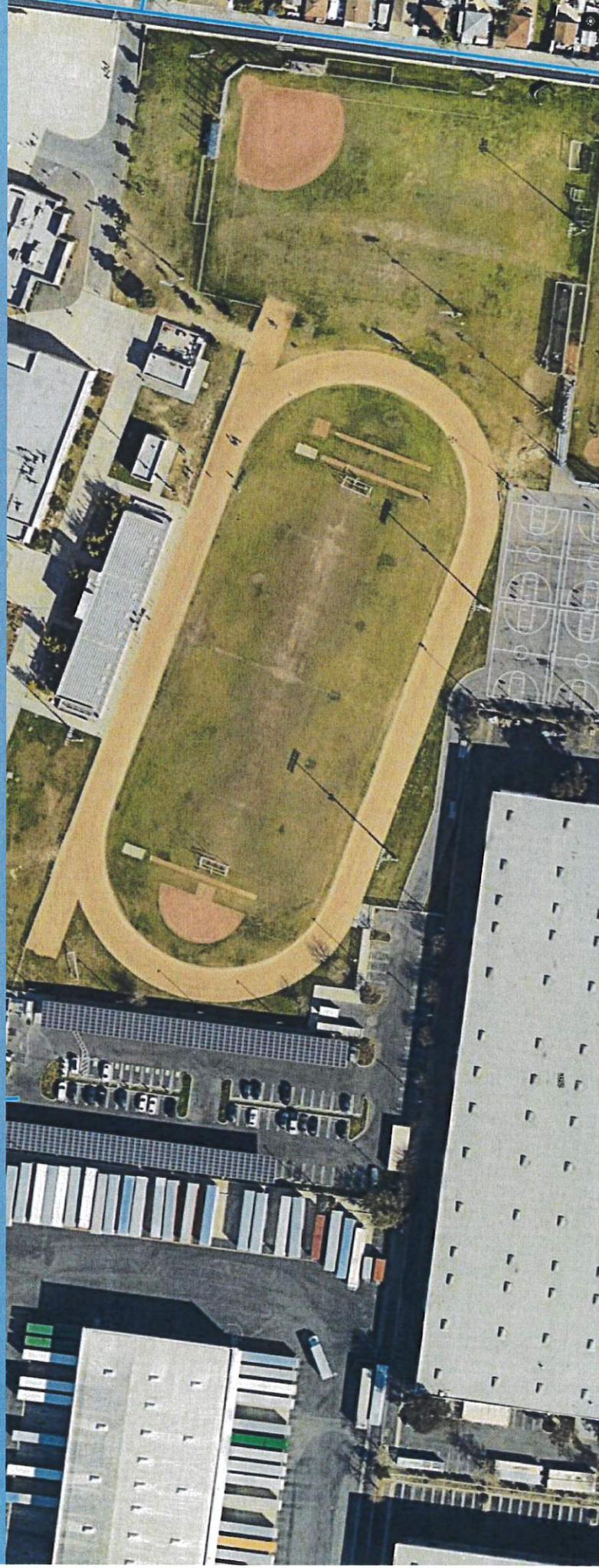
#2 SHORT TERM OPTION – GAME DAY

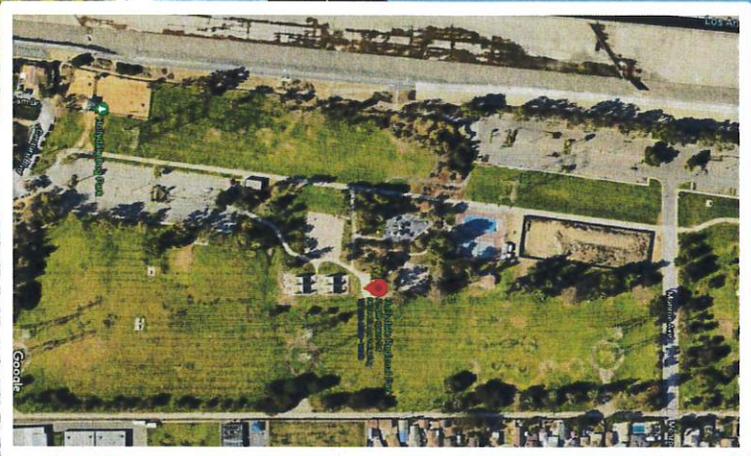
South East HS – Football Field

Space: Need Permission from LAUSD

Cost: \$1,500 Annually (est.)

Issues: No Guarantee from LAUSD





#3 SHORT TERM OPTION – TEMPORARY LIGHTS

Hollydale Regional Park – Soccer Field Area

Space: Available with Permission from SCE

Cost: \$15,000 per month

Issues: Taking Space from AYSO



#4 SHORT TERM OPTION – CHANGE HOURS

South Gate Park

Space: Available

Cost: No Additional Costs

Issues: Program Volunteers/Coaches



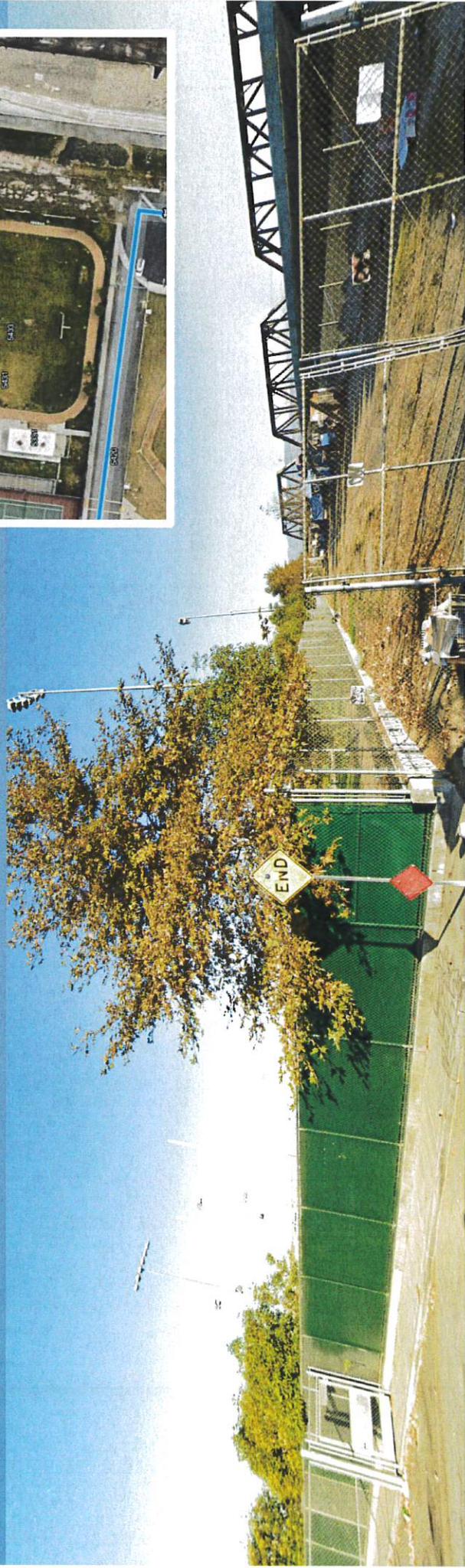
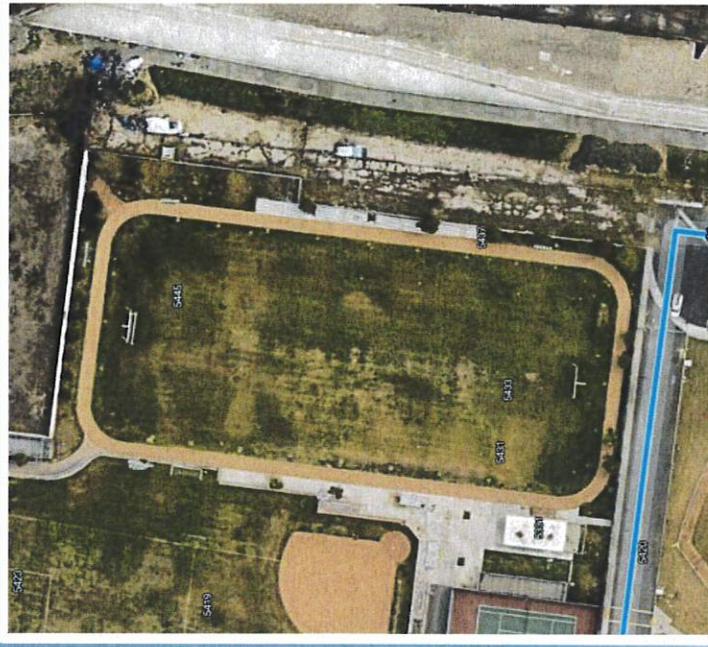
#5B LONG TERM OPTION – PRACTICE & GAMES

Legacy HS – Football Field

Space: Field at Legacy HS

Cost: Unknow

Issues: Joint Agreement with LAUSD



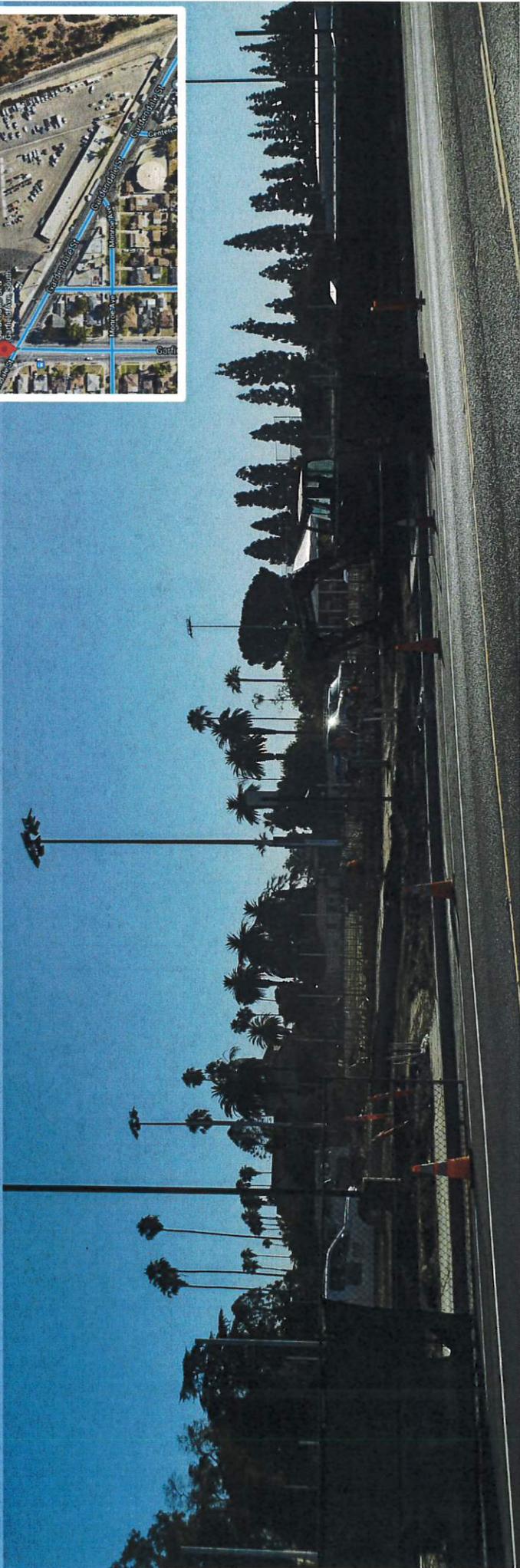
#6 LONG TERM OPTION – PRACTICE/GAMES

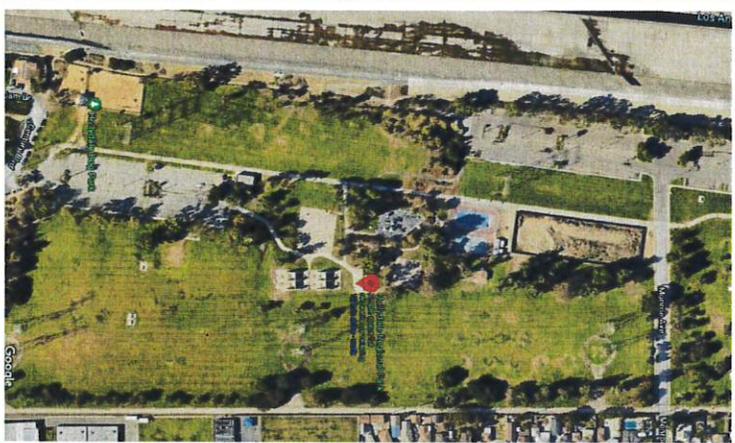
New County Sports Park – Gardendale Street

Space: In Construction

Cost: Unknown/User Fees

Issues: Not in South Gate





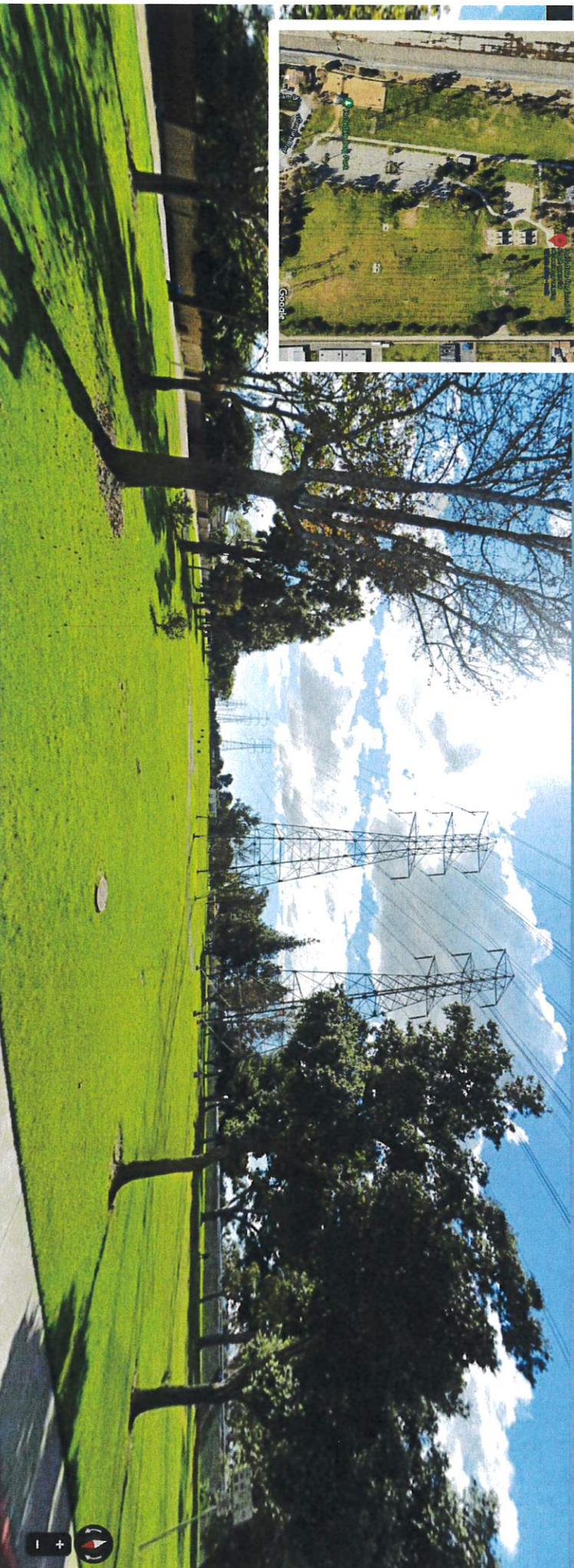
#7 LONG TERM OPTION – ADD FIELD LIGHTS

Hollydale Regional Park – Soccer Field Area

Space: Available w/Permission from SCE

Cost: \$10.2 Million

Issues: Taking Space from AYSO



#8 LONG TERM OPTION – Game & Practice

South Gate Park –

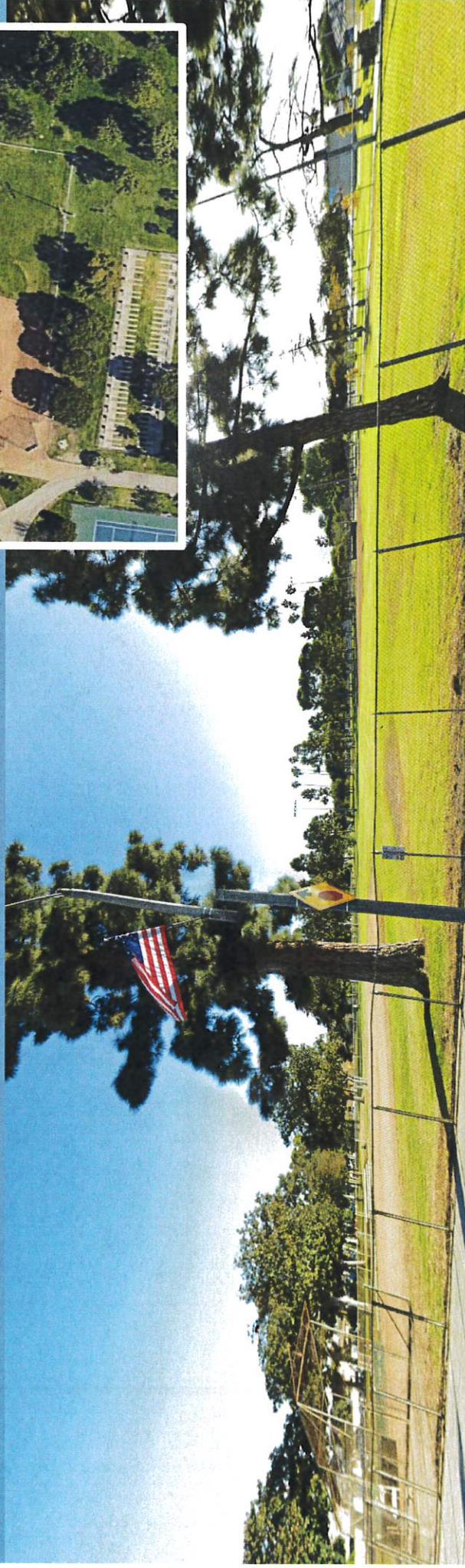
Convert Diamond #9 & #10

Space: Heavily Used by Others

Cost: \$4 Million

Issues: Taking Space from Other Programs

Only practice space/No games



#9 LONG TERM OPTION – PRACTICE & GAMES

Purchase New Land for Field

Space: No Identified Location

Cost: \$12 to \$16 Million (est.)

Issues: Need a minimum of 3 acres



#10 LONG TERM OPTION – PRACTICE & GAMES

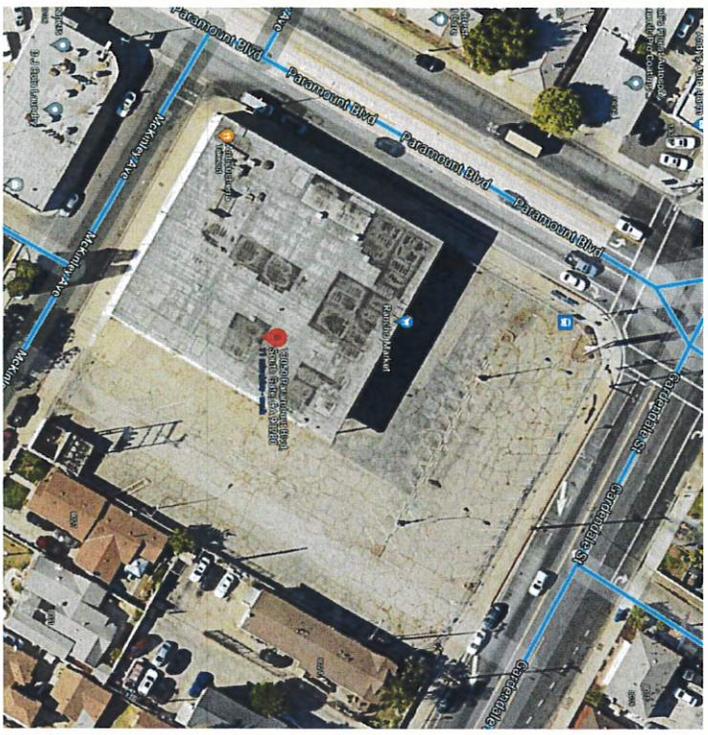
South Gate Park – Golf Course

Space: Currently a Golf Course

Cost: \$11 Million (est.)

Issues: Loss of Golf Activities





#11 LONG TERM OPTION – PRACTICE ONLY

13050 Paramount Blvd

Space: About 1.2 Acres

Cost: \$6 Million

Issues: Only Good for Practice



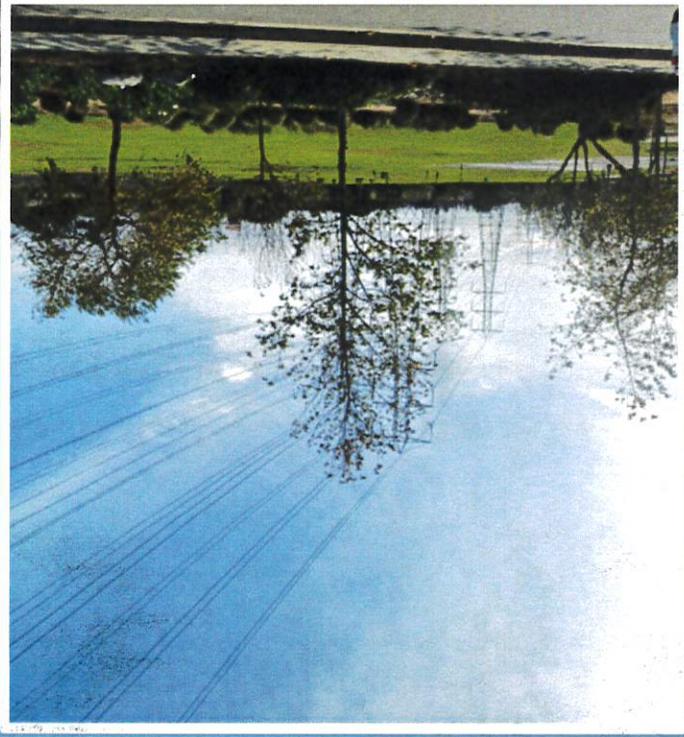
#12 LONG TERM OPTION – Game & Practice

Circle Park –

Renovated Field Space for Football

Space: Available and not used by other groups
Cost: \$4 Million for Park Reno \$2 to \$4 Mil for Lights.
Issues: SCE/DWP Permission

Residents around the area



City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **August 10, 2021**

Originating Department: **Administration**

Management Assistant:


Giselle Mares

Interim City Manager:


Chris Jeffers

SUBJECT: APPROVE AGREEMENT WITH OPEN CITIES, INC. FOR WEBSITE CREATION AND HOSTING

PURPOSE: To approve an Agreement and appropriate funding for development of a City website that will strengthen the City’s communication efforts and digitally transform services.

RECOMMENDED ACTION:

- a. Appropriate \$75,250 from the unrestricted fund balance in the American Rescue Plan Account Number 268-310-12-9006; and
- b. Approve agreement with Open Cities, Inc., to develop and host the City’s new website for a five-year term; and
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The agreement provides for a payment of \$75,250 for the first year and annual subscription fees of \$20,250 per year beginning in year two. Total contract amount for the five-year term will be \$156,250.

ALIGNMENT WITH COUNCIL GOALS: Item No. 158 in the Fiscal Year 2019/20 Work Program is “Complete the Technology Master Plan.” On January 28, 2020, the City Council accepted the Technology Master Plan (TMP) prepared by ClientFirst Technology Consulting, completing this work program item. However, now that the TMP has been completed, the work of implementing the 82 initiatives contained in the TMP continues. Initiative #33 of the TMP is the Website Design Review and Improvement.

ANALYSIS: The new website will be a significant upgrade to the current web site. Open Cities will provide a project team that will work directly with staff in creating a new website from the ground up, and two intranet solutions, one for City employees and one for City Council members. Intranets are password protected websites that allow users to access internal information pertinent to their role. The company anticipates this project will take five months to complete, with an expected launch date in January 2022.

A major factor the selection committee weighed in choosing Open Cities was their digital services approach in converting websites from providing marketing and information to becoming a fully transactional digital services portal. Digital services such as forms, requests and payments

can easily be found with a powerful predictive search engine that allows most users to find what they need in one click. Increasing the availability of online services is critical during the continuing COVID-19 pandemic.

Open Cities offers a unique Digital Services Academy. This 3-day workshop focuses on training and empowering staff to build better digital services. Open Cities has created the workshop to train staff beyond just putting new content on a web page to using new skills in user-centered design, writing for the web, and how to leverage user testing to ensure that the website works for all residents.

BACKGROUND: The City's website was designed and implemented in 2014 and needs an update. The City understands technology advancements are available in the industry to further serve South Gate's community. On April 15, the City released a Request for Proposal (RFP) seeking a qualified and creative consulting firm to develop a new website, and replace the existing one. Three submissions were received by the City Clerk's Office.

A website selection committee made up of three staff members from Administration, CIS, and Public Works was formed to review the three submissions and requested presentations with each vendor in July. After reviewing the proposals and considering demonstrations of what each company offered, the committee selected Open Cities Inc., as the best candidate to deliver and host a new website for South Gate.

ATTACHMENTS: A. Proposed Agreement
B. Open Cities Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into this 10th day of August, 2021 by and between the City of South Gate, a municipal corporation (hereinafter referred to as "City"), and OpenCities, Inc., (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

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 to OpenCities, Inc.
- 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 described in Exhibit A of this Agreement.

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

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Consultant Scope of Services and the Proposal attached to as Exhibit A and Exhibit B, respectively, and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive from the City. In the event of a conflict with the terms of this Agreement, and the Proposal, the terms of this Agreement shall prevail.

2.0 TERM OF AGREEMENT. This Agreement will become effective on the 10th day of August, 2021 and will remain in effect for a period of five (5) years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the City Manager, or his/her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the 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 the Scope of Services. The cost of services shall not exceed \$75,250 in year one, \$20,250 beginning in year two, and total contract amount for the five

year term will not exceed \$156,250. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager or his/her designee.

4.1 The Consultant shall submit to the City a bill for services according to the project schedule included in the Proposal. The City shall pay the Consultant upon thirty (30) days of receipt of the invoice.

4.2 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.

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

5.1 The 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 rewarded this contract, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City or Consultant may terminate this Agreement, without cause, by giving the other party sixty (60) 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 the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the 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. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the 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. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation 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, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than ten (10) days prior to beginning of performance under this Agreement. The Consultant agrees to provide written notice to the City thirty (30) days prior to its insurer's intention to cancel or materially change the following coverage:

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

(b) Comprehensive general and automotive liability insurance protecting the 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 the City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Cover the operations of the Consultant pursuant to the terms of this Agreement.

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

6.6 Compliance With Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments. Consultant acknowledges and agrees that California law shall govern this Agreement, without regard to conflict of law principles. Venue shall be in the County of Los Angeles in any state

or federal court having jurisdiction.

6.7 Independent Contractor. This Agreement is by and between the City and the 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 the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the 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 the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

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 the 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.

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 the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the 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 the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The 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 the City and the 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 appropriately executed by both the City and the 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:

Chris Jeffers
Interim City Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9503

TO CONSULTANT:

Cynthia Francis
Chief Operations Officer
OpenCities
1230 45th Avenue
San Francisco, CA 94122
(415) 760-4717

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 side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

6.23 Marketing. City will work with the OpenCities Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement, and to create a case study related to their website. The City permits OpenCities to include an example of the City's home page and a link to the City's website on the OpenCities corporate website. The City will make a reasonable attempt to work with the OpenCities Marketing Department to create a news item to be released in conjunction with their project Go-Live date. The City will provide OpenCities with contact information for local and regional media outlets. OpenCities may use the press release in any marketing materials as

desired throughout the term of this Agreement. The City allows OpenCities to display a “Powered by OpenCities” insignia, and web link at the bottom of its web pages, in a form approved by the City. The City understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

6.24 Intellectual Property, Ownership & Content Responsibility.

6.24.1 Upon full and complete payment of submitted invoices for the Project Development and launch of the website, City will own the Customer Content. Upon completion of the development of the site, City will assume full responsibility for website content maintenance and content administration. City, not OpenCities, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

6.24.2 OpenCities will retain the rights to the OpenCities software, and does not confer ownership of the underlying Content Management System (CMS) or hosting environment to the City.

6.25 Hosting. All aspects of the legal agreement as pertains to hosting the site and the license of the software from OpenCities to the City will be under the OpenCities Software as a Service License Agreement, attached here as Exhibit A.

[Remainder of page left blank intentionally.]

This Agreement is executed this _____ day of August, 2021, at South Gate, California, and effective as of _____.

CITY OF SOUTH GATE,
a municipal corporation:

Al Rios, Mayor

ATTEST:

Carmen Avalos, City Clerk

CONSULTANT:
OpenCities

By: _____

Title: _____

APPROVE AS TO FORM:

Raul F. Salinas, City Attorney

Exhibit A – OpenCities Software as a Service Subscription Terms, including Proposed Full Implementation Plan (scope of work)

Exhibit B – Open Cities Software as a Service Agreement

DRAFT

Schedule A

OpenCities SaaS Subscription Terms

Annual Subscription Fee

Delivered as a managed cloud solution, the annual subscription fee includes:

- Enterprise grade Hosting, Security, Bandwidth (to limit) and Storage using Microsoft Azure Gov Data Center with 99.9% Services Level Agreement (SLA); DDOS mitigation
- Maintenance, upgrades, and new functionality (continuous releases)
- Accessibility commitment to global standard (WCAG 2.1 AA)
- Unlimited 24/7 telephone helpdesk for Priority level 1 severity issues
- Unlimited online helpdesk for all other support and issues per SLA
- Twice annual “check-up” with OpenCities customer success team to explore site improvements focused on enhancing your usability
- Access to Theme Builder to continually evolve your site design at no additional cost

| | |
|--|--------------------------|
| Website Subscription (Unlimited Users) | \$13,500 per year |
| Includes OpenForms Teams (10 users & 50 Forms) | |
| Intranet (City Staff – OpenCities Intranet module with AzureAD SSO) | \$4,500 |
| Extranet (City Council – OpenCities subsite license with password protection) | \$1,250 |
| Azure AD SSO | \$1,000 per year |
| TOTAL ANNUAL SUBSCRIPTION | \$20,250 per year |

Implementation Packages (one-time fee for Set Up Services)

One-time OpenCities setup fees are based on the level of assistance your City needs for its digital transformation. OpenCities includes in this cost the following services performed by our team:

- Virtual meetings for project initiation and workshoping
- Production of visual design for new City website
- Comprehensive site administrator and content publisher training
- Deliver for project subject to the Scope included in this proposal
- Consultation and coaching on governance, content creation, and content migration

NOTE: No travel included due to Covid-19. Project delivered virtually.

| | |
|---|-----------------|
| OpenCities Services Package - Configuration, project management, and support on best practices during project set up + launch, includes set up of main site and employee only intranet and a separate, password protected subsite for Council. | \$20,500 |
| OpenCities Training Package – Training sessions for up to 25 staff each (content publishers, site admin, OpenForms) | \$2,500 |
| Design Package – This package includes two design options with up to three rounds of iteration and internal page design. | \$5,000 |
| Staff Intranet - OpenCities will implement the same theme as the main city’s site for the staff intranet and council subsite. | \$1,500 |
| Council Extranet - OpenCities will implement the same theme as the main city’s site for the staff intranet and council subsite. | \$1,500 |
| Information Architecture - Updating your website’s Information Architecture (IA) is key to improving the overall user experience. OpenCities’ IA process involves website data analysis, user research and user testing, and other best-practice methodologies that serve to seamlessly bridge your goals with user needs. This effort will result in a cohesive strategic approach to content priorities and a development of a comprehensive navigation structure for your new site, and the creation of an actionable migration strategy for your existing content. | \$7,500 |
| Digital Services Academy – To meet the needs outlined in your RFP and support your individual departments, OpenCities is recommending City staff (up to 25 individuals / approximately 2 staff per department) participate in the DSA. | \$12,000 |
| Content Migration – estimated price based on up to 500 pages* migrated plus up to 1,000 documents/images migrated (following proposed AIM process). Per page \$5 and \$2/image & document after above scope. See OpenCities content migration phase for details on best practice approach to meet your 90-day launch goal. | \$4,500 |
| TOTAL ONE TIME SET UP FEES | \$55,000 |

Payment Milestones

Due at signing: All SaaS -- \$20,250

33% Due upon completion of design -- \$18,333

33% Due upon completion of content migration -- \$18,333

Due upon completion of training -- \$18,334

Premium Modules Included (As Part of the Contract)

- OpenCities Intranet
- OpenCities Extranet
- AzureAD SSO

Optional Items for Potential Upgrade (not included in contract value):

- Imperva (WAF, BOT, DDOS, CDN) \$750 per year
- OpenForms Enterprise Upgrade +\$4,500 per year
- Writing for the Web Workshop \$900/session

OpenCities Web, Intranet and Extranet

| | |
|-----------------------------------|---------------------|
| Hosting provided by | Microsoft Azure Gov |
| Allocated monthly bandwidth | 200GB |
| Allocated server storage | 40GB |
| Additional traffic charges | \$0.20 per GB |
| Additional server storage charges | \$1.00 per GB |

OpenForms

| | |
|----------------|--|
| OpenForms Plan | Teams 10 users 50 forms |
| File upload | 10GB Each additional \$1 per GB per month |
| API calls | 1,000 per hour Each additional \$50 per 1,000 per month |
| Responses | Unlimited |

Term of agreement

| | |
|---------------------------|----------------|
| Initial term of agreement | 5 years |
| Subscription start date | Effective Date |

Service Level Agreement

Subject to the terms and conditions of the Agreement, OpenCities provides a guarantee of 99.9% uptime availability, calculated monthly. In a typical 30 day/730 hour month, this equates to no more than 1 hour of downtime per month (not inclusive of Scheduled and emergency Maintenance).

For confirmed downtime during any month during the Term, Open Cities will credit Customer 1% of Customer's pro-rata monthly Base Subscription Fee for every hour of Customer's public facing website downtime over and above the 99.9% uptime guarantee, up to a maximum of 100% of the pro rata monthly Base Subscription Fee for that month.

| Issue Severity Level and Measure/Guide | Resolution Process and Contact Information | Resolution Target |
|--|--|--|
| <p>Priority 1 – Downtime (Your public facing website or critical intranet is experiencing Downtime)</p> | <ul style="list-style-type: none"> • Reportable 24 x 7 via Telephone – (877-466-7756– Extension 3) • Acknowledgement and assignment of the problem for resolution within an hour. | <p>Within 4 hours.</p> |
| <p>Priority 2 – Urgent (Important publishing functionality fails to work as intended, and there is no work-around available - you cannot publish content to the site).</p> | <ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk, or • Telephone during business hours (7x6 PT), (877-466-7756 – Extension 2) • Acknowledgement and assignment of the problem for resolution within one business day. | <p>Provide a workaround to the problem or release a Version Update to fix the problem by close of next business day.</p> |
| <p>Priority 3 – High (Important publishing functionality fails to work as intended, but workarounds are available)</p> | <ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk. • Acknowledgement and assignment of the problem for resolution within one business day. | <p>Scheduled or next Version Update.</p> |
| <p>Priority 4 – Normal (Functionality is not working as intended)</p> | <ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk. • Acknowledgement and assignment of the problem for resolution within 3 business days | <p>Within specified Version Update.</p> |

Notices to OpenCities:

Address: 1314 22nd Ave, #697 San Francisco, CA 94122

Attention: Cynthia Francis, COO

Email: cynthia@opencities.com

Notices to Customer:

Address: 8650 California Ave, South Gate, CA 90280

Attention: Giselle Mares

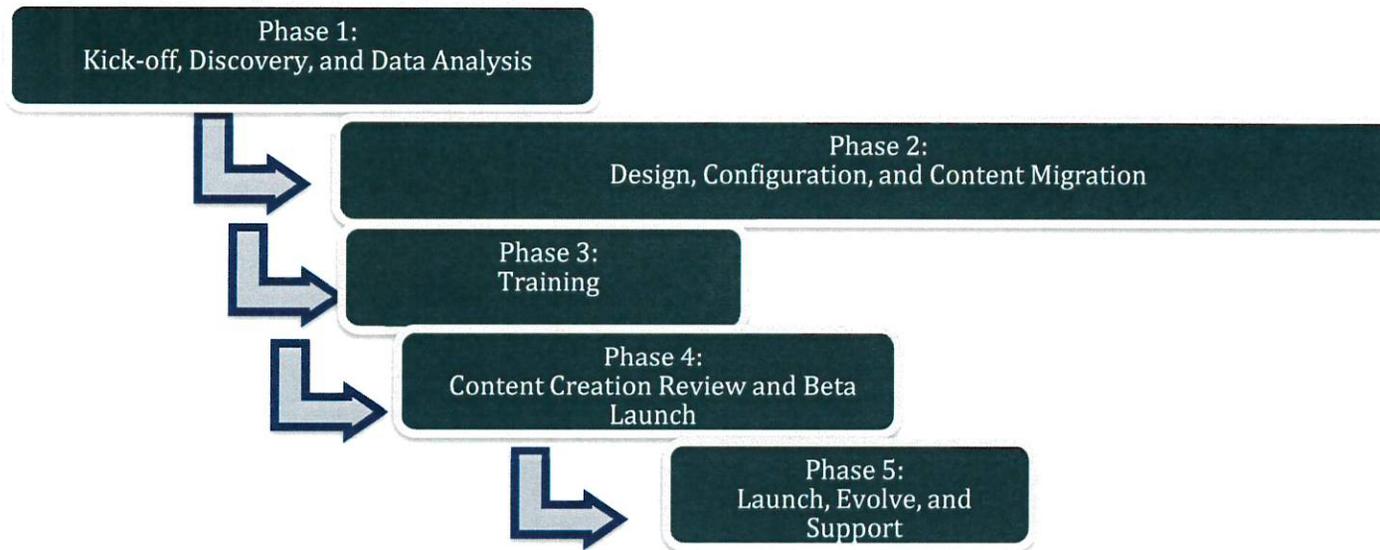
Email: gmares@sogate.org

Schedule B

Implementation Plan attached below:

Timeline

As a SaaS solution that does not require custom development, OpenCities can be fully delivered and ready for content within a matter of weeks. The primary variable for launch is based on the amount of time needed by the city or county for the visual design process, the number of initial consulting packages in the engagement, and the availability of staff for the content entry and migration process. The OpenCities approach outlined below focusses on helping you meet your goal of launching a site around February 1, with the content residents are most likely to interact with. Following the launch of the site with atleast the top 20% of your content, OpenCities will continue to migrate content and within another 4–6-week process, your main site will fully launched. To accelerate this timing, City staff can play a more active role in content migration. We aim to discuss with you, your goals for launching the staff intranet and city council extranet in a mutually agreeable timeline.



Project Phase 1: Kickoff, Discovery, and Data Analysis

OpenCities and the client come together as a team to mutually confirm the process, establish clarity on who does what, determine the dates for key meetings and deliverables, and lay the groundwork for a successful project

Deliverables:

- ✓ Kick off meeting
- ✓ Data and Analytics
- ✓ Content Migration Strategy
- ✓ Content Audit (discussion and clarification)
- ✓ Survey of users (optional)
- ✓ Executive Briefing (optional)

City Responsibilities:

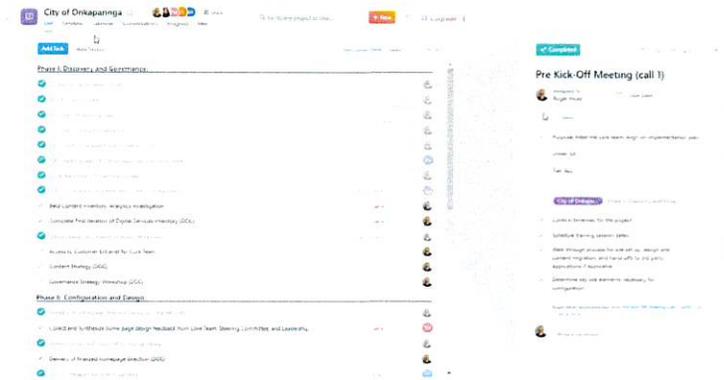
- ✓ Define your team, identify key skills and responsibilities, and start auditing your own content

Premium Packages Included:

Information Architecture

Spotlight: Project Management

We use Asana to manage your project. Members of your core team will be granted access, and this is where we will aggregate tasks, files, and conversations. It is a great resource for updating your executive committee on the progress of the website.



Project Phase 2: Design, Configuration, and Content Migration

OpenCities project team and the client will share assets and work to align and deliver a look and feel that reflects the spirit and goals of the city while leveraging the best practices for effective site layout and design.

Deliverables:

- ✓ Create and configure the site instance
- ✓ Configure general location information
- ✓ Homepage and theme design review
- ✓ Design finalization and implementation

✓ If you purchase Content Migration from OpenCities, that will be completed during this phase.

City Responsibilities:

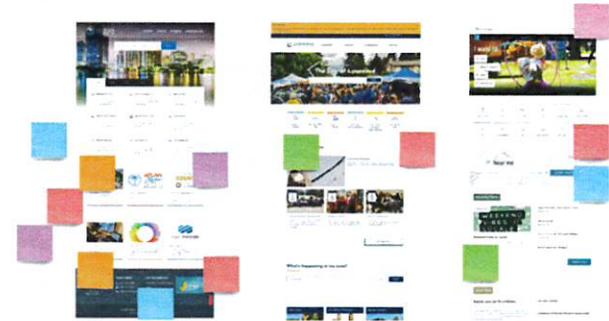
- ✓ Provide design assets
- ✓ Provide feedback and approval of design
- ✓ Complete content audit

Premium Packages:

OpenCities-led Content Migration

Spotlight: Design Values Workshop

To ensure we really nail your design, we will run a theme workshop with your design team and steering committee to discuss general site goals, example sites, and design assets to inform a creative brief. We encourage you to invite a couple of residents as well so that decisions can consider an actual user's perspective early on. Taking this information, we inform theme direction options (including mobile variations) for iterations of feedback and refinement before we implement the final theme onto the site.



This two-part package includes **Content Migration Discovery/Strategy** and **Content Migration Delivery**. This package is optional and best suited for cities or counties that need assistance moving page content and/or images and document from the old system.

To help you achieve your goal of launching a new public website in 90 days, OpenCities will commit to migrating your top 100 pages prior to launch. Following launch, OpenCities will continue migrating content over an additional 4 weeks. Generally, 80% of all traffic lands on 20% of pages – this recommendation follows our best practices.

Content Migration Discovery/Strategy (Phase 1)

In this strategy session, we will identify the proper OpenCities template for each page, note any inconsistencies or custom templates, communicate how we will address certain elements of the content, and review all of this with the team lead or core team.

Content Migration Delivery (Phase 2)

Once we have agreed upon a strategy and a timeline, our team of migrators will get to it and work to deliver your project by the designated deadline. At the end, you will receive:

- ✓ Access to the system with all agreed pages moved over
- ✓ A recap document that details anything your team should know about what we migrated as well as recommendations

City Responsibilities:

- ✓ Complete an AIM Spreadsheet (provided by OpenCities) listing all pages in hierarchical order classified as either Archive, Improve or Migrate
- ✓ Identify individual or team with the ability to clarify questions and promptly make decisions about migration questions
- ✓ Provide a desired folder structure for files (if contracted)

What's IN scope?

- ✓ Content managed within your current CMS
- ✓ Documents/images (if contracted)

What's NOT in scope

- X Anything within an iFrame or embedded HTML content
- X Dynamic content from other systems unless specified in proposal
- X Content not managed within CMS

- X JavaScript, CSS, or other custom code, unless specified in proposal

- X Interactive web forms and/or single page applications

- X Written content within image/diagram

- X Content contained inside a PDF file

- X Documents and images on pages marked "Archive"

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Project Phase 3: Training

OpenCities provides training based on the types of outcomes that City wants to achieve with OpenCities. Our training sessions are provided in groups of 25 to the appropriate users based on their roles/permissions, virtually due to covid-19.

Deliverables:

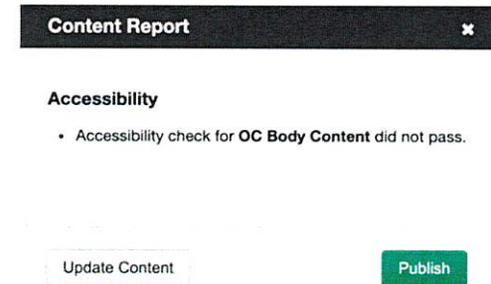
- ✓ Content Publisher training
- ✓ OpenForms training
- ✓ Site Administrator training
- ✓ OpenCities Help Center orientation

City Responsibilities:

- ✓ Identify attendees for training
- ✓ Ensure attendance by staff at training
- ✓ Identify power users who will operate as internal “trainers” for ongoing internal governance best practices

Spotlight: Accessibility

By using our optimized platform, content created in OpenCities templates is accessible by design. By default, the website will be WCAG 2.1 AA compliant. Through our Content Publisher and Site Administrator training we show you how to configure the site to check the accessibility to a level consistent with your needs, and to provide prompts to content creators to improve the accessibility of text and images.



Digital Services Academy

More than just content improvement training, the Digital Services Academy is a powerful way to help your team acknowledge their expertise and become web publishers who create citizen-centric content and services.

The course utilizes key user-centered design principles, learning skills and techniques for journey mapping, digitizing, testing, and improving web content, as well as creating OpenForms and Services pages. The OpenCities DSA lays the foundation for better government websites and effective digital transformation outcomes.

Participants will:

- ✓ Journey map a current process for their department
- ✓ Convert current page content into a digital service
- ✓ Become familiar with a user-centered design approach
- ✓ Build an effective digital form with the OpenForms platform
- ✓ Create an effective services page using an OpenCities template
- ✓ Learn tips and best practices for user testing
- ✓ Conduct a small user testing session (optional)

Who is it for?

The Digital Services Academy is for your team members in each department who are subject matter experts and content authors without that needing to be their title or key responsibility. These are the people within your organization who want to learn how to improve the website content, transform static information into digital services and fully leverage the publishing, governance, and reporting capabilities in the OpenCities platform.

Participants and timeframe

This training program takes place over 3 half-day sessions during one week. It will introduce up to 25 subject matter experts (staff from throughout your organization) to the process and value of digital services through a user mindset.

Outcomes

For each service presented at the workshop, your participants will create or gain understanding of:

- ✓ A customer journey map and the journey mapping process
- ✓ An OpenCities services page for completing the given service
- ✓ An OpenForm (digital form) for the online service
- ✓ Feedback from user testing

Project Phase 4: Content Creation Review and Beta Launch

Migrate or create quality content for the now fully designed and configured website. Engage staff in owning their pages and web content. Convert static PDFs into dynamic digital forms.

Deliverables:

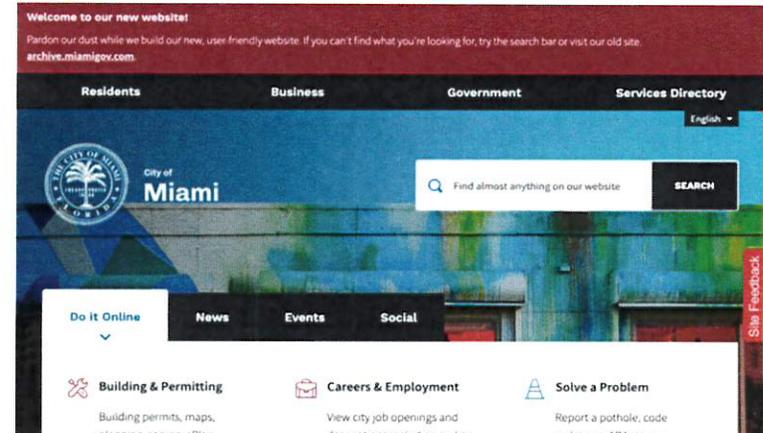
- ✓ Content migration, improvement, or creation by the city
- ✓ Support of content migration process by OpenCities
- ✓ Beta launch (optional)

City Responsibilities:

- ✓ Creating, improving, or migrating the web content to arrive at the desired outcome for their site
- ✓ Champion ongoing participation by staff to produce the best possible results
- ✓ Translate top 50 pages using OpenCities multi-lingual functionality, if desired.

Spotlight: Beta Launch

One of the best things about having an easy-to-use platform is that feedback can be actioned immediately. To gain that feedback, we encourage a staged approach to launching your new website. Statistically, 20% of your pages will be responsible for 80% of your traffic. When those pages are ready, Beta Launch your site with a banner indicating that the new site is in process and linking to the old site for anything missing. This provides an opportunity for feedback from both staff and resident users and gives you the opportunity to address and improve the site content and navigation prior to your full launch.



Project Phase 5: Launch, Evolve, Support

Launch the new website, gather community response and feedback, continue to improve content based on feedback.

Deliverables:

- ✓ Launch checklist
- ✓ URL mappings for top pages
- ✓ SSL certificates issued
- ✓ Update DNS
- ✓ Submit sitemap
- ✓ Launch the new site!
- ✓ Project review

City Responsibilities:

- ✓ Finalize review and proofreading of the site
- ✓ Fully participate in resolution of launch checklist items
- ✓ Coordinate launch and announcements to the community
- ✓ Post-launch survey (optional)
- ✓ Monitor feedback post launch and use it to continuously improve the site

Spotlight: Feedback and Improvement

There are multiple ways to continuously monitor the site for effectiveness and completeness. Page level feedback can be turned on in the OpenCities platform for specific comments and input. This can be especially useful on Services pages where users are linking to an online form. The forms, themselves, can include comment or value questions, and user surveys can aggregate broad data about the site. All this data can and should be used to make improvements based on resident need. With OpenCities, even site-wide changes can be easily initiated.

The screenshot shows a survey titled "Resident Website Experience Survey" with a blue header. The main heading is "Help us make a better city website". Below this, there is a paragraph explaining the purpose of the survey: "We are in the process of building and testing plans for a better CITY website. Please answer these few short questions to help make a website that works for Everyone! This survey takes about 6 - 8 minutes to complete, and your answers will help us do a better job. Thank you for participating." The first question is "Do you live or work in CITY?" with radio button options for "Yes" and "No". The second question is "How do you currently use the website?" with a "Required" label and radio button options: "Not at all over the last 12 months", "Just once", "A few times throughout the year", "A few times a month", "Once a week or more", and "Daily".

OpenCities SOFTWARE AS A SERVICE AGREEMENT

This Software As A Service Agreement (this “Agreement”) is dated _____, 2019 (the “Effective Date”), and is by and between OpenCities, Inc., a Delaware corporation (“OpenCities”), and the City of South Gate, a municipal corporation (“Customer”). This Agreement includes *Schedules A and B* hereto, as well as OpenCities’ Acceptable Use Policy, Privacy Policy, and SLA (all as defined below in Article 1), and all such documents are incorporated herein by this reference.

OpenCities offers website publishing, management and hosting services for local government websites utilizing proprietary content management system, and Customer desires that OpenCities provide such services to Customer, all on the terms and conditions set forth herein. Therefore, in consideration for the mutual promises of the parties set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. “Acceptable Use Policy” (“AUP”) means, as of any date, the version of OpenCities’ acceptable use policy posted at <http://support.OpenCities.com> as of such date.
- 1.2. “Business Day” means a day other than a Saturday or a Sunday on which banks in the State of California are open for business.
- 1.3. “Core Module” means the individual modules that are included within the SaaS. From time to time, new Core Modules will be introduced to the SaaS via Version Updates which are included in the Fees paid by Customer.
- 1.4. “Customer Data” means any and all data and information, including text, graphics, photographs, audio-visual elements, music, illustrations, video or other content, domain names, email, chat room content, bulletin board postings, or any other items or materials of Customer, any user or any other third party provided or permitted by Customer to be made available by or to reside within the SaaS or Customer’s Website.
- 1.5. “Customer’s Website” means the website(s) created by or on behalf of Customer through use of the SaaS for Customer’s internal business purposes.
- 1.6. “Customizations” has the meaning ascribed to it in Section 2.2(f).
- 1.7. “Documentation” means OpenCities’ standard user documentation and any other operating, training and reference manuals related to the SaaS, all of which are contained in the OpenCities Help Center.
- 1.8. “Integrations” means optional enhancements to the SaaS involving third party products or services, which are offered separately by OpenCities and are available for purchase by Customer via the OpenCities Help Center.
- 1.9. “Intellectual Property Rights” means all intellectual or industrial property, including without limitation any copyright, trade or service mark, patent, moral right, trade secret, logo, know how, rights in relation to inventions, drawings, discoveries, improvements, technical data, formulae, computer programs, know-how, logos, designs, circuit layouts, domain names, business names, software, whether or not now existing, and whether or not registered or unregistered rights, and rights in respect of Confidential Information.
- 1.10. “Malicious Code” means code, files scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

- 1.11. “OpenCities Help Center” means the Documentation and the specifications for the SaaS (the “Specifications”) currently posted at <http://support.OpenCities.com>. Access to this link becomes available upon signing.
- 1.12. “Privacy Policy” means, as of any date, OpenCities’ privacy policy posted at <http://support.OpenCities.com> as of such date.
- 1.13. “SaaS” means the data traffic management, website publishing and web hosting services utilizing OpenCities’ proprietary content management system, including any Version Updates and Core Modules released by OpenCities, and all related Specifications and Documentation.
- 1.14. “Scheduled Maintenance Window” means the date and time slot identified by OpenCities in a written notice given to Customer via the OpenCities Help Center no later than 5 Business Days prior to the proposed Scheduled Maintenance Window to enable maintenance work and Version Updates to be performed. The Scheduled Maintenance Window will be outside of Customer’s normal business hours and periods of peak demand, whenever reasonably possible.
- 1.15. “SLA” or “Service Level Agreement” means OpenCities’ standard service level agreement as in effect from time to time, the current version of which is set forth in Schedule A hereto.
- 1.16. “Term” is defined in Section 12.1 below.
- 1.17. “Version Updates” means updated versions of the SaaS (indicated by a higher numerical version number) developed by OpenCities with enhancements or additions to the functionality, and/or performance improvements and bug fixes.

2. SCOPE AND USAGE OF SAAS.

- 2.1. Use of SaaS. During the Term and upon payment of the applicable Fees set out in Schedule A hereto, OpenCities shall make the SaaS available to Customer in accordance with the terms of this Agreement solely for Customer’s internal business purposes. Customer may permit an unlimited number of its employees and its contractors to use the SaaS provided their use is solely for Customer’s internal business purposes and at all times in compliance with the terms of this Agreement. Customer agrees to be responsible for any breach of this Agreement by its contractors.
- 2.2. Scope of SaaS. Upon payment of the applicable Fees and subject to the other terms and conditions of this Agreement, OpenCities will provide the following services to Customer during the Term:

- (a) Website Publishing System. OpenCities will provide Customer with the website publishing functionality set out in the SaaS Documentation and the Specifications.
- (b) Web Hosting. OpenCities will provide Customer with the data traffic management and web hosting services set out in Schedule A.
- (c) Maintenance and Support. OpenCities will provide the maintenance and support services set out in Section 3 hereof.
- (d) Service Level Agreement. OpenCities will use commercially reasonable efforts to ensure the SaaS is available in accordance with the then applicable Service Level Agreement.

- (e) Customizations. OpenCities may provide Customer with developer training in setting up additional templates, functions or web services and other additional functionality to customise the SaaS ("Customizations"), or Customer may request that OpenCities develop Customizations on Customer's behalf. Any Customization services to be supplied by OpenCities will be provided pursuant to a separate statement of work executed by the parties. All such Customization services will be charged on a time and materials basis at OpenCities then-current rates for the applicable Customization services. Where Customizations have been produced by the Customer or a 3rd party, OpenCities is not responsible for any incompatibility between the Customizations and the SaaS, including those resulting from Version Updates to the SaaS. Where the Customizations have been produced by OpenCities, OpenCities agrees that such Customizations will be compatible with the then-current version of the SaaS in accordance with the terms set forth in the applicable statement of work. Customer acknowledges that the support and maintenance services set out in Article 3 will not be provided for any Customizations and that Customizations are not covered by the Service Level Agreement. If Customer desires to obtain support for any Customizations, any support offered by OpenCities will be charged on a time and materials basis at OpenCities' then-current rates for such support. Any Customizations developed by OpenCities shall be the property of OpenCities. Effective upon delivery of any such Customizations to Customer, OpenCities grants Customer a perpetual, nonexclusive, non-transferable, fully paid license to copy, modify, create derivative works of and use such Customizations as part of Customer's Website.
- (f) Additional Services. OpenCities may provide certain additional services from time to time under this Agreement as agreed by the parties in writing.
- (g) Use of Third Party Service Providers. Customer acknowledges that OpenCities has, and in the future may, retain one or more third party service providers to supply certain aspects of the SaaS, including certain of the facilities, equipment, products, services and connectivity necessary to offer the SaaS. Customer acknowledges that OpenCities currently obtains web hosting services from the provider identified in, and on the terms and conditions referenced in, Schedule A.

2.3. Documentation: Customer may reproduce and use the Documentation solely as necessary to support its use of the SaaS.

2.4. Users of Customer's Website. Customer may authorize an unlimited number of users to access and use Customer's Website. Customer agrees that it is not authorized to, and agrees not to, make any representations or warranties regarding the SaaS or OpenCities to any user or third party, and further agrees not to otherwise create or purport to create any obligations or liabilities on the part of OpenCities. Customer agrees to indemnify OpenCities for its and any user's acts and omissions related to Customer's Website and/or the SaaS. OpenCities has no obligation to provide support or any other services, or any SLA remedies or other remedies, to such users.

3. MAINTENANCE AND SUPPORT SERVICES.

3.1. Maintenance and Support; SLA. Subject to the other provisions of this Article 3 and Customer's payment of all applicable Fees, during the Term:

- (a) OpenCities will provide the remedies listed in the SLA for any failure of the SaaS or the SaaS Documentation listed in the SLA. Such remedies are Customer's sole remedy for any failure of the SaaS, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Any credits issued pursuant to the SLA for failure to meet the uptime guarantee specified in the SLA will apply to outstanding or future invoices only and are forfeited upon termination of this Agreement. OpenCities is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.
- (b) OpenCities may revise the SLA or the features and functions of the SaaS at any time, provided no such revision materially reduces the features or functionality provided to Customer as set forth herein.
- (c) OpenCities will provide Customer with Version Updates. Customer acknowledges that Version Updates are mandatory and necessary for the proper function and security of the SaaS. Customer agrees to the implementation of all Version Updates by OpenCities. Implementation will occur during a Scheduled Maintenance Window. Any SaaS downtime or functionality issues arising during a Scheduled Maintenance Window will not be subject to the Service Level Agreement.
- (d) OpenCities grants Customer personnel unlimited access to the OpenCities Help Center to review the Documentation and Specifications. Customer acknowledges and agrees that it does not have an unlimited right to request maintenance and support services through the OpenCities Help Center; requests for maintenance and support must be made in compliance with paragraph (e) hereof.
- (e) OpenCities will make available to Customer an online and telephone help desk service, which will allow 2 designated support representatives of Customer who have received training in the SaaS to request maintenance and support services in accordance with the Service Level Agreement. Requests from other personnel will not be accepted. The contact details for the online and telephone help desk support services are set out in Schedule A.
- (f) Notwithstanding the provisions of paragraphs (d) and (e) above, where Customer's Website is experiencing a Severity 1 problem, any Customer personnel may contact OpenCities via the telephone help desk to report the Severity 1 problem.

3.2. Scheduled and Emergency Maintenance.

- (a) OpenCities agrees to use commercially reasonable efforts to conduct all SaaS maintenance within a Scheduled Maintenance Window. However, Customer acknowledges that an unplanned event may occur that will require the need for OpenCities to perform maintenance on the SaaS on an emergency basis outside of a Scheduled Maintenance Window.
- (b) OpenCities will use reasonable efforts to give Customer advance notice of emergency maintenance, but it is possible that advanced notification of emergency maintenance will not occur. Any SaaS downtime or functionality issues during the Scheduled Maintenance

Window or during emergency maintenance will not be subject to the Service Level Agreement.

3.3 Conditions. OpenCities provision of the maintenance and support services set forth in this Article 3 is subject to the following conditions:

- (a) Customer must document and promptly report all errors or malfunctions of the SaaS to OpenCities or its assigned agents and representatives;
- (b) Customer must carry out procedures to rectify errors or malfunctions within a reasonable period after receiving instructions from OpenCities on such procedures; and
- (c) Customer must provide OpenCities with reasonable access to Customer's personnel, its assigned agents and representatives as required by OpenCities to meet its obligations under this Agreement.

3.4 Exclusions. OpenCities is under no obligation to provide the maintenance and support services specified in this Article 3 if they are requested as a result of or related to: (a) operation of the SaaS with other media and hardware, SaaS or interfaces not authorized or maintained in accordance with this Agreement or the Documentation; (b) use of the SaaS that is not in accordance with the Documentation; (c) any modification, alteration or addition or attempted modification, alteration or addition to the SaaS (unless such modifications were developed by OpenCities or authorised by OpenCities in writing); (d) failure of any data service, internet service or any other third-party service, or failure of a telecommunications connection, hardware, software, web services, or third party content, software, or equipment; or (e) any non-reproducible error or defect reported by Customer.

3.5 Abuse of Maintenance Services. In the event Customer abuses the maintenance and support services offered by OpenCities (e.g. by declaring a problem Severity Level 1 when it is only Severity Level 2, 3 or 4; unless such distinction could not reasonably have been determined, or by reporting problems which are not Severity 1 during non-business hours) an "Abuse Incident" will be noted, and OpenCities will inform Customer of such.

4. FEES AND PAYMENT TERMS.

4.1 Subscription Fees. Customer will pay OpenCities the annual subscription and other fees set forth in Schedule A (the "Fees"). Except as otherwise expressly provided in this Agreement, all Fees are non-cancelable and non-refundable. The Fees for the first year of the Initial Term are payable within 30 days of execution of this Agreement, and the Fees for each successive year during the Initial Term and each Renewal Term shall be payable net 30 days from the date of OpenCities' invoice.

4.2 Fee Adjustments. Upon expiration of the Initial Term, Fees may be adjusted for each Renewal Term to take into account any increases in the Consumer Price Index for all Items as published by the US Bureau of Labor Statistics. OpenCities shall notify Customer of any Fees adjustments made pursuant to this Section 4.2 at least seventy (70) days prior to the commencement of the applicable Renewal Term.

4.3 Excess Usage. If Customer uses any bandwidth or storage space in excess of the 'allocated bandwidth and storage space' set forth in Schedule A, OpenCities may, in its sole discretion, require that Customer pay additional traffic and server storage charges calculated in accordance with Schedule A. Customer's and its users' use of the SaaS and access to it is Customer's responsibility. Customer is responsible for any unauthorised access to the SaaS resulting in bandwidth and/or storage usage exceeding the allocated limits and any charges resulting as a consequence.

4.4 Overdue Charges. If any invoiced amount is not received by OpenCities by the due date, then without limiting OpenCities' rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. Customer will be liable for all costs of collection of any undisputed, overdue amounts including all court costs, legal fees and other costs incurred by OpenCities.

4.5 Taxes. The Fees charged by OpenCities do not include any taxes, levies, duties or similar governmental assessments of any nature, including, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated Customer's purchase of the SaaS. If OpenCities has the legal obligation to pay or collect any Taxes for which Customer is responsible under this Section 4(e), then Customer agrees that OpenCities will invoice Customer that amount unless Customer provides OpenCities with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, OpenCities is responsible for taxes assessable against it based on its income, property and employees.

4.6 Future Functionality. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by OpenCities regarding future functionality or features.

5. CUSTOMER DATA & SECURITY.

5.1. Customer Rights to Data. Customer retains all right, title and interest (including any Intellectual Property Rights) in and to all data and content supplied by or on behalf of Customer in connection with the SaaS and Customer's Website, including data uploaded by users thereof (collectively, the "Customer Data"). Customer hereby grants OpenCities a limited, non-exclusive, royalty-free, non-transferable license to host, reproduce, transmit, cache, store, exhibit, publish, display, distribute, perform, and otherwise use the Customer Data solely as necessary to provide the SaaS for Customer.

5.2. Responsibility for Customer Data. Customer is solely responsible for Customer Data, including the accuracy, quality, appropriateness and legality of all Customer Data and the means by which the Customer Data is acquired, and OpenCities shall have no responsibility or liability therefor. Customer represents and warrants to OpenCities that:

- (a) Customer owns or has the right to use Customer Data, and has the rights necessary to grant OpenCities the licence set forth in Section 5.1.

- (b) All Customer Data will be "server ready" and otherwise remain fully compatible with OpenCities' SaaS (including all software and operating systems); and
- (c) Customer has obtained all necessary rights, releases and consents to allow the Customer Data to be collected, used and disclosed in the manner contemplated by this Agreement and to grant OpenCities the rights herein.

5.3. OpenCities' Use of Customer Data. Unless it receives Customer's prior written consent, OpenCities: (a) will not access, process, or otherwise use Customer Data other than as necessary to facilitate the SaaS; and (b) will not intentionally grant any third party access to Customer Data, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, OpenCities may disclose Customer Data, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, and usage history, as required by applicable law or by proper legal or governmental authority. OpenCities will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

5.4. Protection of Customer Data. OpenCities will use commercially reasonable, industry standard administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Customer Data, including implementation of measures designed to prevent unauthorized access, use, modification, disclosure and loss of the Customer Data. OpenCities will archive Customer Data on a regular basis during the Term by performing 6 daily and 8 weekly backups for the purposes of disaster recovery. In the event of equipment failure or data corruption, OpenCities will restore from the most recent uncorrupted archive. In the event of corruption of all of OpenCities archives, or in the event that an old archive is used to restore data, Customer will have the responsibility of uploading new Customer Data to Customer's Website. OpenCities will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Customer Data recovered from OpenCities backups.

5.5. No Obligation to Monitor; Right to Remove. OpenCities may, but has no obligation to, monitor, review or edit Customer Data. In all cases, OpenCities reserves the right to remove, delete or disable access to any Customer Data that OpenCities determines, in the exercise of its sole discretion, violates this Agreement (including the Acceptable Use Policy) or is illegal, damaging, problematic, objectionable or otherwise inappropriate. OpenCities may take such action without prior notification of Customer.

5.6. Privacy Policy. The Privacy Policy applies only to the SaaS and does not apply to any third party website or service linked to the SaaS or recommended or referred to through the SaaS or by OpenCities staff.

5.7. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS, Customer assumes such risks. OpenCities offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

5.8. Aggregate & Anonymized Data. Notwithstanding the provisions above of this Article 5, OpenCities may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. (“Aggregate Data” refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its users.)

6. CUSTOMER’S OBLIGATIONS & RESTRICTIONS.

6.1 Acceptable Use. Customer will comply with OpenCities’ AUP as in effect from time to time. Customer will not: (a) sell, resell, license, sublicense, distribute, make available, rent or lease the SaaS or use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit or access the SaaS, except users accessing Customer’s Website as specifically authorized by this Agreement; (b) use the SaaS to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) use the SaaS to store or transmit Malicious Code; (d) share non-public SaaS features or content with any third party; (e) frame or mirror any part of the SaaS other than framing on Customer’s own intranets or otherwise for Customer’s internal business purposes; (f) reverse engineer any portion of the SaaS, or (g) access the SaaS in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the SaaS, or to copy any ideas, parts, features, functions or graphics of the SaaS. In the event that it suspects any breach of the requirements of this Section 6.1, including without limitation by Customer’s users, OpenCities may suspend Customer’s access to the SaaS without advance notice, in addition to such other remedies as OpenCities may have. Neither this Agreement nor the AUP requires that OpenCities take any action against Customer or any user or other third party for violating the AUP, this Section 6.1, or this Agreement, but OpenCities is free to take any such action it sees fit. Any breach of the AUP or any of the provisions of this Article 6 will entitle OpenCities to elect to terminate this Agreement immediately upon written notice to Customer.

6.2 Unauthorized Access; Security. Customer will take reasonable steps to prevent unauthorized access to the SaaS and the network, including without limitation by protecting its passwords and other log-in information. Customer will notify OpenCities immediately of any known or suspected unauthorized access to or use of the SaaS or breach of its security and will use best efforts to stop said breach. Customer shall not:

- (a) interfere with or disrupt the integrity or performance of the SaaS or attempt to gain unauthorized access to the SaaS, or OpenCities’ or its suppliers’ related systems and networks;
- (b) commit, cause or allow any breach (or do anything which might put us in breach) of any applicable law, regulation, government direction or industry standard or code;
- (c) attempt to or actually access the SaaS by any means other than through the portals or interfaces provided by OpenCities;
- (d) attempt to or actually override any security component included in or underlying the SaaS; or
- (e) attempt or engage in any action that directly or indirectly interferes with the proper working of or place an unreasonable load on OpenCities’ infrastructure.

6.3 Compliance with Laws. In its use of the SaaS, Customer will comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

6.4 Responsibility for Users; SaaS Access. Customer is responsible and liable for: (a) its own and its users use of the SaaS, including without limitation for any unauthorized user conduct and any user conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the SaaS through Customer's account, whether authorized or unauthorized. Customer agrees to indemnify OpenCities against any loss or damage (except where and to the extent that such loss or damage is consequential in nature) that OpenCities suffers as a result of any unauthorized access to OpenCities' SaaS or network or those of OpenCities' suppliers.

6.5 Required Third Party Services.

- (a) Customer will establish and maintain, at its own expense, all telecommunications equipment and access lines necessary to gain access to the SaaS.
- (b) In order for OpenCities to provide some of the services under this Agreement, Customer may at times, be required to give OpenCities access to or provide login information and password information for accounts or services Customer may have with third party providers. When Customer provides OpenCities with this information or provides OpenCities with access to these third party accounts, Customer warrants that it has all the necessary contractual and legal rights to give OpenCities such access, login information and passwords.
- (c) Customer acknowledges that OpenCities will not have any responsibility or liability with regard to any third party services used by the Customer on or through the OpenCities formed web content, such as payment and e-commerce services, and any use of such third party services will be at Customer's own risk. Customer further acknowledges that the technical ability to link to such services (such as the possibility of a 'PayPal' button), is provided only as part of the SaaS but will not be deemed to create any liability or responsibility on behalf of OpenCities.
- (d) Where any third party SaaS integration is found to cause performance, stability or security issues, OpenCities reserves the right to disable or remove that third party SaaS in order to restore our SaaS to acceptable levels.

6.6 Customer Representative. Customer will appoint a designated representative who will be authorized to act as the primary point of contact for Customer in dealing with OpenCities with respect to each party's obligations under this Agreement and on a timely basis.

7 OPENCITIES IP & FEEDBACK.

7.1 IP Rights in the SaaS. OpenCities retains all right, title, and interest in and to the SaaS, including without limitation all software used to provide the SaaS and all graphics, user interfaces, logos, and trademarks reproduced through the SaaS. This Agreement does not grant Customer any intellectual property license or rights in or to the SaaS or any of its components or any

Documentation. Customer recognizes that the SaaS and its components and the Documentation are protected by copyright and other laws.

7.2 Feedback. OpenCities has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer or other users provide to OpenCities, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict OpenCities's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the user in question. Customer hereby grants OpenCities a perpetual, irrevocable right and license to exploit Feedback in any and every way. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of OpenCities's products or services.)

8 CONFIDENTIAL INFORMATION.

8.1 "Confidential Information" refers to the following items: (a) any document either party marks "Confidential"; (b) any information either party orally designates as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within ten (10) Business Days; (c) any OpenCities software and all Documentation and other information in the OpenCities Help Center, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information the receiving party should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the receiving party's possession at the time of disclosure; (ii) is independently developed by the receiving party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; or (iv) is approved for release in writing by the disclosing party.

8.2 Nondisclosure. Neither OpenCities nor Customer will use Confidential Information for any purpose other than in performance of this Agreement (the "Purpose"). Each of OpenCities and Customer agrees that it: (a) will not disclose Confidential Information to any of its employees or contractors unless such persons need access in order to facilitate the Purpose and, in the case of a contractor, such contractor executes a nondisclosure agreement with the appropriate party with terms no less restrictive than those of this Article 8; and (b) will not disclose Confidential Information to any other third party without the disclosing party's prior written consent. Without limiting the generality of the foregoing, each party will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Each party agrees that it will promptly notify the other party of any misuse or misappropriation of the other party's Confidential Information that comes to its attention. Notwithstanding the foregoing, each party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority, provided such party gives the other party prompt notice of any such legal or governmental demand and reasonably cooperates with the other party in any effort to seek a protective order or otherwise to contest such required disclosure, at the other party's expense.

8.3 Injunction. The parties agree that breach of this Article 8 would cause the disclosing party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, and that the disclosing party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.4 Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.1 above will terminate five (5) years after the date of disclosure; provided that such obligations related to Confidential Information of a party constituting trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, each party will return all copies of the other party's Confidential Information to the other party or certify, in writing, the destruction thereof.

8.5 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Each party will retain all right, title, and interest in and to all of its Confidential Information.

8.6 Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b) (the "DTSA"), each party is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

9 REPRESENTATIONS & WARRANTIES.

9.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that it has full power and authority to execute and deliver this Agreement, the execution, delivery and performance of this Agreement by such party has been duly authorized, and this Agreement, when executed and delivered, will constitute the binding obligation of such party, enforceable against such party in accordance with its terms and will not conflict with any other agreement or instrument to which it is a party or by which it is bound.

9.2 Customer Representations and Warranties. Customer represents and warrants to OpenCities that:

(a) the Customer Data and its use will not violate, misappropriate or infringe any Intellectual Property Rights or any other personal, privacy or moral right arising

under the laws of any jurisdiction, nor will same constitute a libel or defamation of any person or entity;

- (b) the Customer Data will not contain any harmful components, including, but not limited to, viruses, trap doors, hidden sequences, hot keys, or time bombs; and
- (c) Customer will comply with all applicable laws, rules and regulations (including, but not limited to, export control, decency, privacy and intellectual property laws).

9.3 Exclusions. OpenCities has no responsibility for any products or services not provided by OpenCities, its agents and subcontractors.

9.3 Warranty Disclaimers. Except to the extent set forth in the SLA and in Section 9.1 above, THE SAAS IS BEING PROVIDED "AS IS" AND AS AVAILABLE, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NONINFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND OPENCITIES DISCLAIMS SUCH WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) OPENCITIES DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR OR IN A TIMELY FASHION; AND (b) OPENCITIES DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. OPENCITIES DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10 INDEMNIFICATION.

Indemnification under this agreement will be dictated by Section 6.5 of the South Gate Professional Services Contract.

11 LIMITATION OF LIABILITY.

11.1 LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF OPENCITIES' AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE ACTUAL FEES RECEIVED BY OPENCITIES UNDER THIS AGREEMENT.

12 TERM & TERMINATION.

12.1 Term. The initial term of this Agreement (the "Initial Term") will commence on the Effective Date and continue for the period set forth in Schedule A. Thereafter, the Agreement will automatically renew for successive one-year periods (each such period, a "Renewal Term"), unless either party notifies the other party in writing of its decision not to renew the Agreement at least 60 or more days before the applicable renewal date. The Initial Term and all Renewal Terms are herein referred to as the "Term".

12.2 Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice, effective in 30 days unless the other party first cures such breach, or immediately upon written notice if the other party becomes subject to any insolvency, bankruptcy or similar proceeding, whether voluntary or involuntary. Without limiting OpenCities' other rights and remedies, OpenCities may suspend or terminate any user's access to the SaaS at any time, without advanced notice, if OpenCities reasonably concludes such user has conducted itself in a way that is not consistent with the requirements of the AUP or the other requirements of this Agreement or in a way that subjects OpenCities to potential liability.

12.3 Effects of Termination. Upon termination of this Agreement, Customer will cease all use of the SaaS and delete, destroy, or return all copies of the Documentation in its possession or control, and Customer will have the right to access the SaaS for 30 days following termination of this Agreement to download Customer Data. If requested by Customer in writing, at the Customer's expense on a time-and-materials basis, OpenCities will provide Customer an export of the Customer Data in an industry standard format. Upon the expiration of this thirty-day period following termination of this Agreement, all Customer Data in the SaaS will no longer be available on OpenCities SaaS, as OpenCities will delete all such Customer Data (including all data supplied by third parties) from its SaaS, and will destroy all such Data, unless otherwise agreed by the parties in writing.

12.4 The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay Fees incurred before termination; (b) Sections 2.4 and 6.4, and Articles 7, 8, 9, 10, 11 and 12; and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13 MISCELLANEOUS.

13.1 Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no OpenCities employee or contractor is or will be considered an employee of Customer.

13.2 Notices. OpenCities may send notices pursuant to this Agreement to Customer's email address provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to the person identified in Schedule A at the email address provided for such person, and such notices will be deemed received 72 hours after they are sent.

13.3 Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

13.4 Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without OpenCities' express written consent. Except to the extent forbidden in this Section 13.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.5 Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the

maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.7 Choice of Law. This Agreement will be governed solely by the internal laws of the State of California, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of San Francisco, California. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

13.8 Dispute Resolution. If at any time a dispute arises out of or in connection with this Agreement, the parties will have their respective designated representatives meet in good faith with a view to resolving the dispute within a period of 15 Business Days from the issue of a written notice of dispute by one party to the other party. Should the parties not be able to resolve the dispute within the 15 Business Days, then both parties will refer the matter to their own appropriate level of senior executive management respectively for resolution. If the relevant senior executive management are unable to resolve the dispute within a further 10 Business Days, then the parties agree that the dispute must then be referred to mediation. The parties will agree on a suitable person to act as mediator having industry knowledge and expertise to facilitate resolution. Failing agreement on such appointment, either party may apply to JAMS to appoint a mediator. The dispute for mediation must be heard within 20 Business Days of a mediator being appointed. Nothing in this clause is intended to preclude a party from seeking equitable or injunctive relief. Neither party shall have the right to initiate litigation until 30 Business Days after the second mediation conference held by the parties, unless the other party has materially breached its obligation to mediate.

13.9 Conflicts. In the event of any conflict among the attachments to this Agreement, the documents incorporated herein be reference and the main body of this Agreement, the following order of precedence will govern, with lower numbers governing over higher ones: (1) any OpenCities policy posted online, including without limitation the AUP or Privacy Policy, (2) the main body of this Agreement; and and (3) any other attachment or document.

13.10 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.11 Technology Export. Customer will not: (a) permit any third party to access or use the SaaS in violation of any U.S. law or regulation; or (b) export any software provided by OpenCities or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the SaaS in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

13.12 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

13.14 Amendment. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 13.14, OpenCities may revise the Privacy Policy, AUP and SLA at any time in accordance with this Agreement by providing written notice to Customer or such revisions and posting a new version of the applicable document on its website and/or providing a copy of the applicable document to Customer, and such new version will become effective on the later of (i) the date it is posted or provided or 45 days from the date notice is give to Customer.

13.15 Marketing. Customer agrees to permit OpenCities to make reasonable reference to the Customer's status as a user of the SaaS, including captioned quotations in product literature or advertisements, websites, articles, press releases, marketing literature, presentations and the like, and occasional use as a reference for potential new users.

[Signature Page Follows]

DRAFT

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER

OPENCITIES

By: _____
(signature)

By: _____
(signature)

Name: _____
(print)

Name: _____
(print)

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT



Transform your website, forms, and digital customer experience, without any custom code.

South Gate, California

REQUEST FOR PROPOSALS

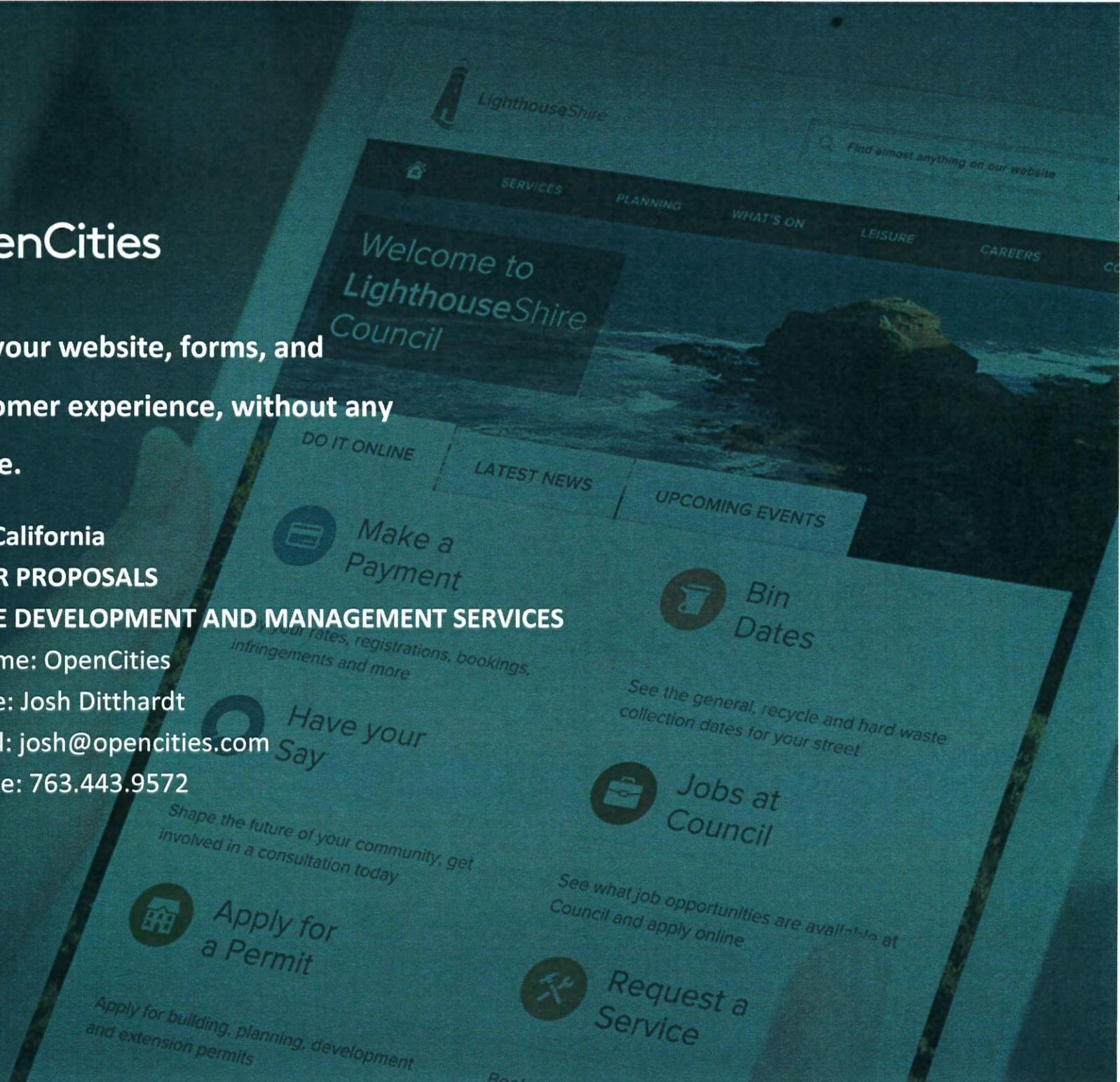
CITY WEBSITE DEVELOPMENT AND MANAGEMENT SERVICES

Company Name: OpenCities

Contact name: Josh Ditthardt

Contact email: josh@opencities.com

Contact phone: 763.443.9572





To the Web Team of South Gate,

OpenCities appreciates this opportunity to present our abilities to help South Gate improve its user experience and content delivery with a modern, secure, scalable, accessible, and stable website designed for easy and continuous iteration. OpenCities knows that the city website has become the digital front door to all municipal resources and departments. We offer a better approach to envisioning, building, maintaining, and growing your website.

Here is what you can expect from OpenCities

- We offer a complete package of services and technology that deliver an accessible, mobile-responsive, ADA-compliant, fully featured, and affordable website **without any custom development**.
- We have over 12 years of experience providing best practices for effective government websites.
- Our “Digital Services” approach to converting city websites to fully transactional digital services portals **has produced significant ROI for our government partners**.
 - Grand Rapids, Michigan **reduced walk-in traffic 20%** by launching 200+ digital services.
 - Orlando, Florida **increased customer satisfaction by 65%**.
- We put the public and government employees together at the center of our solution.
- An active local government user community drives our product roadmap, ensuring that our technology is continually evolving in a way that creates ongoing value for our customers.
- Our United States-based Customer Success team will guide your implementation to success.

Investing in OpenCities creates not just a short-term opportunity, it creates a long-term return on investment. Simply put, South Gate will never be left with an outdated website or with the need to spend tens of thousands of dollars to redesign its site in the future.

Let us show you how other cities are realizing that we are better!

A user-friendly website for your citizens is great, but your site must also be easy to use for your technical and non-technical teams. We cannot wait to demonstrate to South Gate the flexibility of our platform and how we deliver great user experiences to your residents and government staff alike.

Increasingly, governments of all sizes are moving to OpenCities to benefit from our low-code, easy-to-use platform and the ongoing research and development that we provide clients as a part of our annual SaaS fee. We would love to add South Gate to our growing list of customers in California. Just recently we won a competitive bid with the City of Lakewood, CA.

Given your goals for a system that can **grow with you**, we urge you to let us show you what that means via a product demonstration. We also invite you to talk to our customers about the value OpenCities has created for them and their residents.

On behalf of OpenCities, thank you again for this opportunity for us to show South Gate that OpenCities is the right choice for the future of your website solutions and hosting services. I am your contact for clarification, and I am authorized to contractually obligate OpenCities. Feel free to contact me if there is any other information we can provide. This proposal will remain valid for 120 days.

Sincerely,

Josh Ditthardt, Director of Sales
josh@opencities.com
763.443.9572

Transform your website, forms, and digital customer experience, without any custom code.

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Corporate Documentation

The most direct interactions between people and government happen at the local level. When is my next trash collection? Please repair this pothole. How do I get a permit?

Every day local government processes thousands of these requests, and the more that people engage with their city online, the more the website becomes the digital front door to the city. Built with and for local governments, OpenCities provides all the functionality a city needs to help customers with every step of their journey.

We build:



Websites

Create beautiful, customer-focused websites that make it easy for people to find what they need.



Forms

Convert PDFs and offline processes into simple, intuitive digital services anyone can use.



Intranets

Empower staff with an intranet that helps them better serve themselves, and their community.

With a code-free, drag and drop approach to digitizing every stage of your customer journey, OpenCities empowers governments of every size to create a world class digital experience, in a fraction of the time, cost, and effort of traditional website and service transformation projects.

And as a Software as a Service (SaaS) platform that powers millions of resident-government interactions, OpenCities leverages our data and knowledge to optimize your customer experience and provide your staff with tools to **easily update your website as your needs evolve.**



About OpenCities

OpenCities, Inc. (a Delaware Corporation) is a wholly owned entity of OpenCities Pty Ltd (Melbourne, Australia).

OpenCities exists to help local governments serve better. When we started this journey twelve years ago, we realized this vision by building custom city websites that put **resident needs at the front and center** of every design decision.

By making it easy for **everyone** in the community to find information and self-serve at any time of day on any device, we helped rebuild trust and satisfaction between local governments and their residents. But it did not last.

Influenced by consumer-grade digital, resident expectations of government websites and online services were evolving faster than cities and counties could possibly keep up with.

Recognizing how many cities faced the very same challenge, we had to find a way for cities to create digital experiences that would not expire. And not just big cities with big teams and budgets, but **every city**.

That is why we created OpenCities.

Our platform:

- evolves in step with the world's best in digital government, helping cities focus on applying proven best practices, rather than creating them.
- allows cities to collaborate, create, and share new digital ideas with each other, creating peer-to-peer communities of excellence, rather than cities going it alone.
- harnesses machine learning, helping users deliver better digital outcomes by making smart, data driven decisions.

OpenCities is more than just a CMS, it is an entirely new way of thinking about how your city approaches its digital customer experience. Today, OpenCities powers more than 500 government websites for 140+ governments. Each of those government clients pay an annual SaaS fee that drives OpenCities annual recurring revenue. No one client today makes up more than 1% of our total revenues. OpenCities is a self-funded, debt free business with a 10+ year track record of supporting local governments.



Company History

OpenCities was founded as SeamlessCMS in 2008 when we began building websites for local governments. Our U.S. operation is headquartered in Kansas City with key members located in Denver, San Francisco, Washington DC, and San Diego. Our United States leadership team is led by Luke Norris and Cynthia Francis. Prior to joining OpenCities, both Luke and Cynthia worked at the national nonprofit Code for America which helped lead the way around digital transformation in local government. Today our team includes over 60 staff, many of whom previously worked for 18F (a Federal Government design agency) and various municipal governments.

OpenCities focuses EXCLUSIVELY on supporting local governments by building websites, intranets, and digital services. Today, OpenCities powers more than 500 websites for over 120 cities and counties. Our clients range from several of the 10 largest cities in the United States to small cities and counties ranging from 10,000 to over 800,000 in population.



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City of South Gate, California

Qualification and Experience

OpenCities uses **user-centered design** principals to create **digital services** that provides self-service options for your community, rather than just migrating current content to a more beautiful container. This increases satisfaction and trust in government for your residents, businesses, and visitors.

OpenCities uses **data driven decision making**. We are uniquely positioned to learn from real world behavior by looking at how existing services are used in your city, as well as across all our customers.

If you cannot find it, you cannot use it! We believe that site visitors should not have to know how local government operates to find the information and services they are seeking. A powerful predictive search engine utilizing natural language, and a clear set of top tasks on the homepage mean most users find what they need in one click. Your city's tasks are prioritized by YOUR usage data (not extrapolated from aggregate data).

OpenCities is **mobile first**, and our product templates and your content are tested for **accessibility** and **readability**. OpenCities offers a selection of tested and proven content templates that create better digital experiences for your users. Every pattern in **OpenCities meets the high accessibility standards outlined in WCAG 2.1 AA and Section 508** and use responsive mobile ready frameworks. Our patterns and designs are easy to adapt to support the diverse scope and needs of government digital services.

OpenCities provides **training and governance workshops** specifically tailored to each type of government user. Our robust **online support** and **product feedback** portal encourage your staff's participation in our ongoing product improvement.

OpenCities gives government staff the tools and appropriate **workflow and permissions** to change homepage images/look-and-feel, add forms and services, add CSS to the site when/where needed, and manage the pages and navigation of their site without coming back to our team for changes or ongoing development.



Recent Awards



In 2021, OpenCities was recognized as a GovTech 100 company for 2021. The GovTech 100 is the market-leading curation of the top 100 companies in gov tech released each year by Government Technology magazine.



In 2020, the City of Lynnwood and City of San Antonio each won **Project Experience Awards** from the **Center for Digital Government** for their Digital City Hall and Covid19 Response and Recovery Websites, respectively, each of which was built using OpenCities.



In 2019 OpenCities won several awards in partnership with the City of Lakewood including the **Pinnacle Award and Siteimprove Award** for the Most Accessible Website at the **National Association of Government Web Professionals** conference.



In 2018, OpenCities in partnership with the City of Grand Rapids won the **Pinnacle Award at the National Association of Government Web Professionals** conference.



In 2016, OpenCities won **2nd place** at a government technology pitch competition sponsored by the **US Conference of Mayors**; over 300 Mayors voted.



GRAND RAPIDS

www.grandrapidsmi.gov

For this city of 192,000 residents, the website project was far from a business-as-usual initiative. Led by the Customer Service team, the city of Grand Rapids embarked on a website redesign process that put residents at the center of every decision.

Within 3 months of launch, the City saw a **79% shift** from offline to online interactions for its popular request to turn on water. In the 9 months following, Grand Rapids was able to shift a further 235 services online, resulting in a **19% overall reduction** of walk-ins to city hall, and a projection of **\$9.2m in cost savings and new revenue**.

[Watch the story here](#)

The screenshot displays the City of Grand Rapids website interface. At the top, the City of Grand Rapids logo and a search bar are visible. Below the header is a 'SERVICES DIRECTORY' section with a large image of a diverse group of people and the text 'Welcome to The City of Grand Rapids'. To the right is a 'My Neighborhood' section featuring a map and a list of local services. Below the main navigation are several service request cards, each with an icon and a brief description. The cards include: 'Start water and sewer services', 'Request waste services', 'Reserve a parking meter', 'Host a community block party', 'Request to plant a tree', 'Host an event', 'Reserve a parking meter', 'Apply for a driveway permit', and 'Apply to get a parking permit'. On the right side, there are sections for 'Waste Collection' (Trash and Recycling) and 'Your Commissioners' (Mayor Rosalynn Bliss).

City of Grand Rapids

What are you looking for?

SERVICES DIRECTORY

Welcome to
The City of Grand Rapids

My Neighborhood
Find events, parks, libraries, and schools near you. Find out who your commissioners and mayor are. Look up the next date your trash and recycling will be picked up.

LIST VIEW MAP VIEW

I WANT TO **QUIERO**

Start water and sewer services
Did you recently move or purchase a new home? Apply to start your new services.

Request waste services
Do you need someone to take care of your trash removal? We'll take care of all your waste needs.

Reserve a parking meter
Hosting an event? Reserve seating and access.

Host a community block party
Planning a block party in your neighborhood? We can help you close the road during your party.

Request to plant a tree
Request to plant a tree near your home. You can plant it yourself, or we'll plant it for you.

Host an event
Planning to host an event in Grand Rapids? We have availability and resources.

Waste Collection

Trash
Collected weekly. Place cart on curb the night before collection. Remember, pick-up dates could be delayed the week of a holiday.
[Find Your Route](#)
Tue 2/11/2020

Recycling
Collected every other week. Place cart on curb the night before collection. Remember, pick-up dates could be delayed the week of a holiday.
[View Schedule](#)
Tue 2/18/2020

Your Commissioners

Mayor Rosalynn Bliss

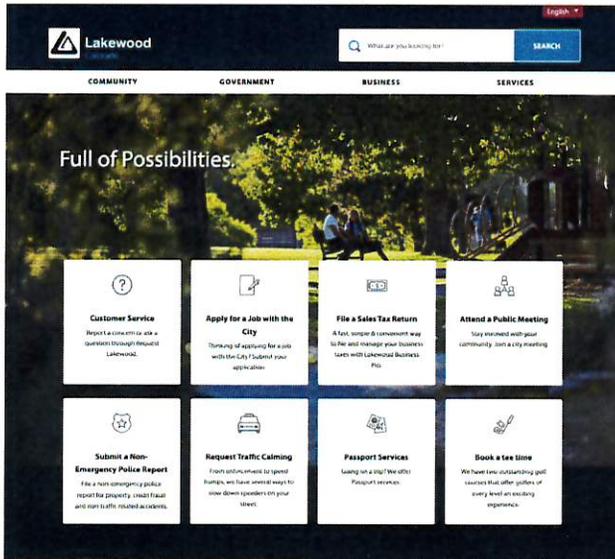
TELEPHONE
(616) 456-3168

EMAIL
rosalynn@city.us

PROFILE
Mayor Rosalynn Bliss became the

Portfolio

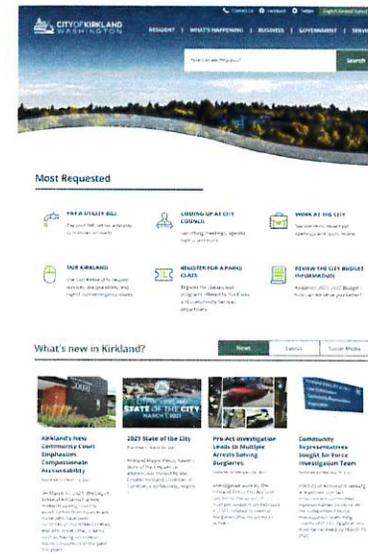
OpenCities websites can vary drastically in look and feel while still maintaining their accessibility and mobile responsiveness. Some of our favorite visual examples are listed below:



What's Happening



Lakewood, Colorado
[Click to see the site.](#)

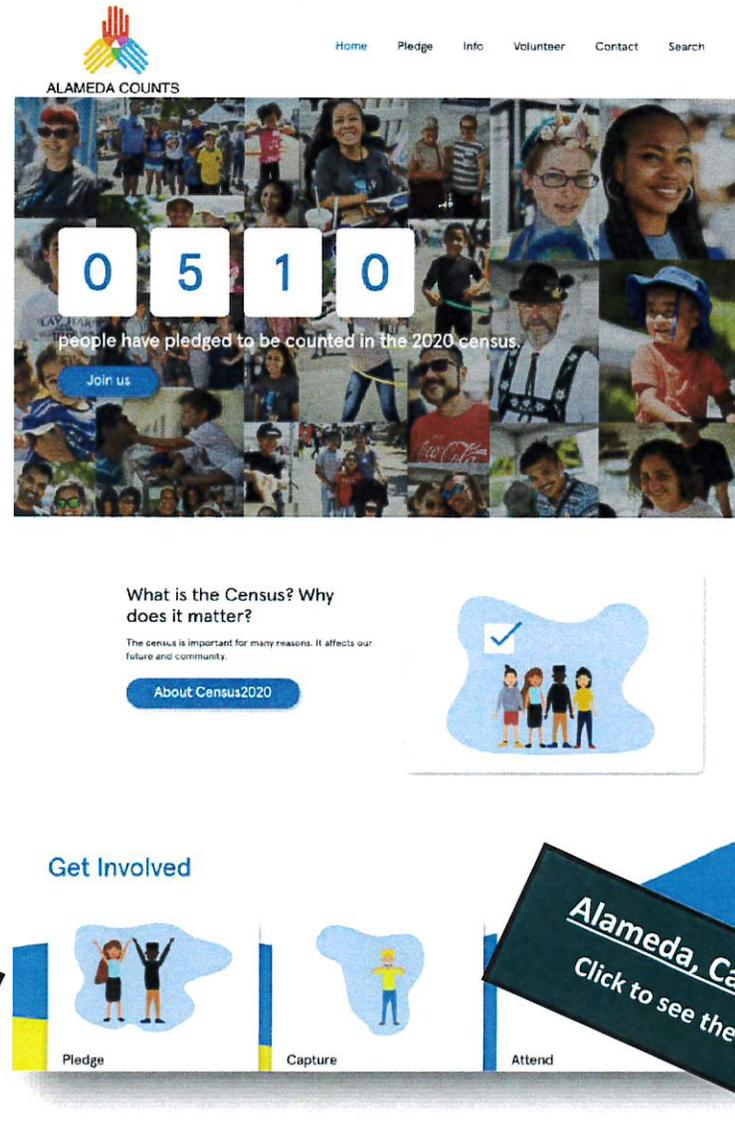


Kirkland, Washington
[Click to see the site.](#)

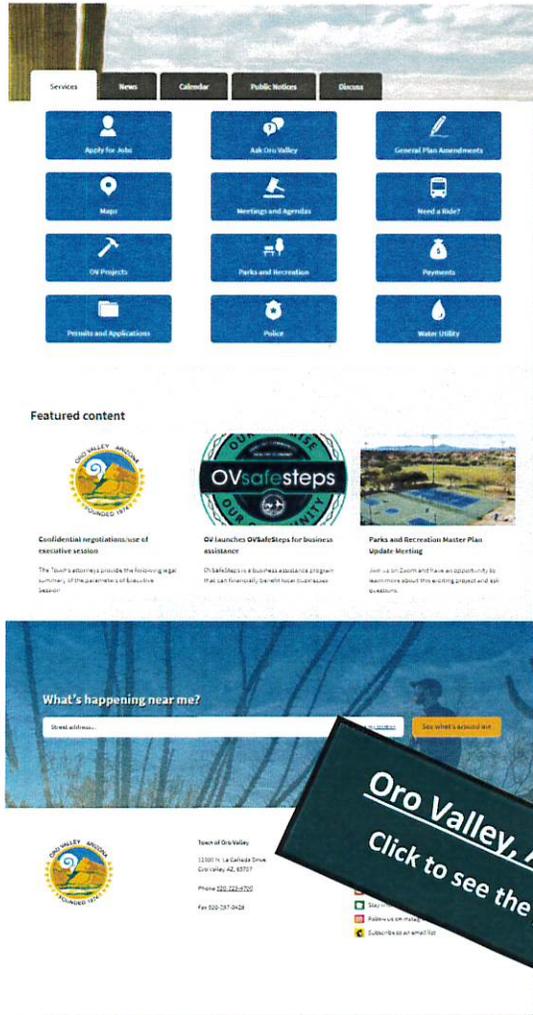




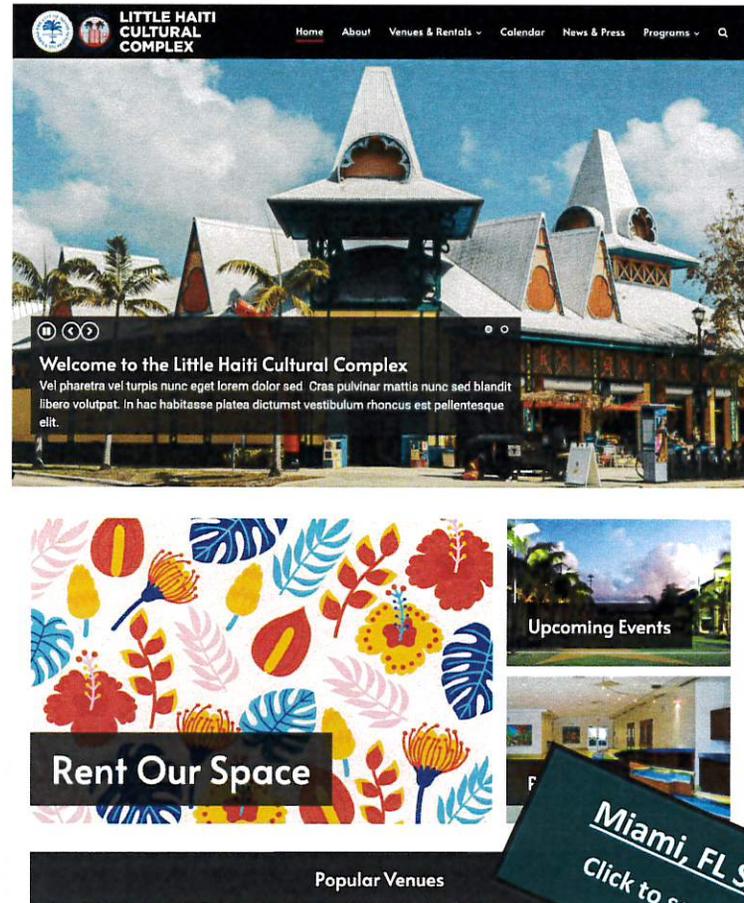
Lynnwood, Washington
 Click to see the page



Alameda, California
 Click to see the page



Oro Valley, Arizona
 Click to see the page



Miami, FL Subsite
 Click to see the page

Key Project Team Members

Once a contract is signed, OpenCities will assign a project manager and supporting team to your project. The project manager will be responsible for the project implementation from the contract signing to site launch, at which point the client will transition to a customer advocate who will be your ongoing resource and point of contact.

The role of the project manager is defining a timeline and set of goals with the client, and then ensuring that they are met by the end of the project. The project manager will be supported by the consulting practice lead who runs workshops and trainings, as well as the product application specialist who helps clients creatively solve problems and maximize their use of the software. Our communication strategy is outlined in the Implementation Plan section of this response. While there are number of people that will be working in the background to ensure the success of your project, the key contacts you are likely to engage with include:



Rebekah Anderson, Sr. Project Manager (PMP)

[linkedin.com/in/rebekah-anderson-pmp-mba](https://www.linkedin.com/in/rebekah-anderson-pmp-mba)

As a certified PMP, Rebekah has worked in Govtech for 3+ years, implementing web and customer service applications in over 30 governments. She previously served as a project manager for over 10 years for enterprise business systems. She serves as main point of contact for the project teams and supports clients with best practice recommendations.



Whitney Santini, Project Manager

[linkedin.com/in/whitney-santini](https://www.linkedin.com/in/whitney-santini)

Whitney manages client projects from onset to completion, making sure you stay up to date on the project every step of the way, while pulling in the correct OpenCities resources when needed for content, design, and more. Whitney's experience in the SaaS world includes customer success, relationship management, training, and on-boarding with a focus on end-to-end customer journeys. Her passion for customer advocacy ensures that every project is a true collaboration between the client and OpenCities.



Morghan Cavalluzzi, Project Manager

[linkedin.com/in/morghancavalluzzi](https://www.linkedin.com/in/morghancavalluzzi)

Previously serving as a product leader in the Health IT industry, Morghan has spent 5+ years leading strategy and design efforts to deliver innovative web services to over 50 health care providers. She champions client relationships while transforming product delivery for project teams.



Andy Portwood, US Training and Support Lead

[linkedin.com/in/andyporwood](https://www.linkedin.com/in/andyporwood)

In his previous roles, Andy has management experience in the Healthcare Industry. He also developed and led a Customer Success team that worked with Small Business Owners to organize Operations, Prospecting, Communications, and Marketing, and more. His strong understanding of the customer experience allows him to guide you through your project efficiently.



Kari Dietrich, Content Strategist

[linkedin.com/in/kdiet](https://www.linkedin.com/in/kdiet)

Kari Dietrich is a content strategist working over fifteen years in the digital space. She is committed to developing content solutions that simplify and elevate the user experience. Drawing on her background working with both non-profits and institutions of higher education, she seeks to bridge city government goals with the real-world needs of its residents in intuitive, substantive ways. Kari 'hearts' content, and believes you will, too.



Jone Saukitoga, Content Specialist

[linkedin.com/in/jonesaukitoga](https://www.linkedin.com/in/jonesaukitoga)

Jone has over 10 years working in local government and community engagement. Before joining OpenCities, Jone worked for the City of Palo Alto and worked with staff on creating content, CMS training, website accessibility, and overall site management. During the migration phase, Jone will be one of the content specialist leads assisting with migrating content from your current site to your new platform.





Irina Tikhonova, US Client Management & Consulting Practice Lead

[linkedin.com/in/irinatikhonova](https://www.linkedin.com/in/irinatikhonova)

Irina manages Customer Success and Consulting for OpenCities. Irina has experience in client management and consulting in the Software as a Solution space, with a strong focus on making people, process, and product work together to achieve impactful outcomes.

Her experience in the tech for good world shaped her skills in strategic planning, using data to make informed decisions, finding unique solutions to problems, encouraging engagement on a deeper level, and managing projects from onset to completion. Irina will jump in when you are in need of a strategic consultant – everything from leading the Digital Services Academy to working on internal business process improvements.



Rachel Burbank, Customer Advocate

[linkedin.com/in/rachelgburbank](https://www.linkedin.com/in/rachelgburbank)

Rachel will support your project post launch and beyond. You will have six-month check ins with her and her team to revisit goals and progress and assess current usage of the platform. She will be your point of contact for any non-support related questions (those go to our support team for quick troubleshooting and technical fixes) and product feedback. Rachel came to OpenCities in 2019 from the City of Lakewood in Colorado, who completed an RFP in 2018 where OpenCities was selected as their vendor of choice. She led a large portion of the redesign for Lakewood and has now transitioned to the OpenCities team where she uses her experience on the client side and expertise in the platform to support your team with creative application solutions from start to finish.



Jose Otero, User Experience Design, and Implementation Expert

oteromedia.net

Jose brings over 15 years of experience collaborating with government and private sector organizations to improve customer experiences across all digital touchpoints. His expertise architecting exceptional user experiences coupled with strong front-end development skills has proved to be essential in delivering quality outcomes on high-value projects. A rare combination of business savvy and technical knowledge, Jose has all the hard and soft skills required to see projects from inception to completion





Colin Morris, Engineering Support Lead

[linkedin.com/in/colin-morris-9385a959](https://www.linkedin.com/in/colin-morris-9385a959)

With over 15 years’ experience in I.T. helpdesk leadership within local government, Colin holds a deep understanding of the needs, challenges, and workings of city I.T. departments. Combined with his working knowledge of the common systems used across local governments across Australia, Colin will take lead on working with your I.T. team to support installation of our connectors and 3rd party system integrations, hosting and environment related matters, and engineering activities.



Luke Norris, SVP, Government Relations & Growth

[linkedin.com/in/lukednorris](https://www.linkedin.com/in/lukednorris)

With over 16 years of experience, and as the former senior director of Government Relations for Code for America, Luke advises Governors, Mayors, County Executives, Chief Innovation Officers around the United States on the topics of innovation, government technology and community engagement in 21st century government. Luke can assist local government website managers to effectively engage city leaders in the digital transformation journey.



Michelle Hertzfeld, Delivery Manager

[linkedin.com/in/michellehertzfeld](https://www.linkedin.com/in/michellehertzfeld)

A foundational team member of 18F, the American equivalent of Australia’s Digital Transformation Agency (DTA), Michelle helped the organization evolve its research, code, and product management capability to drive impact for millions across the country. As a cutting-edge startup inside the federal government, 18F builds effective, user-centric digital services focused on the interaction between government and the people it serves.



Timothy Connell, Product Manager

[linkedin.com/in/ticonnell](https://www.linkedin.com/in/ticonnell)

As a creative technologist, Timothy holds over 20,000 hours of hands-on and executive experience spanning Strategy, Innovation, Digital Transformation, Product Management and Delivery for government and commercial projects. With SME knowledge across Agile, Marketing Automation, Front-end Engineering, CX, Design Systems, Search, Enterprise CMS, Content Writing, Analytics, Big data, and machine learning.



References

| | |
|-------------------------|---|
| Client | Culver City, California (former Granicus customer) |
| Contact | Anissa DiVicente Webmaster 310.253.6094 anissa.divincente@culvercity.org |
| Web link | culvercity.org/Home |
| Population | Approximately 40,000 |
| Description of services | Full web redesign of main site, bus site, police department site in addition to content migration |
| Project Dates | March 2020 – November 2020 |

| | |
|-------------------------|--|
| Client | Palo Alto, California (former Civica customer) |
| Contact | Gunjan Kanwal Project Manager, Information Technology 650-239-2254 gunjan.kanwal@cityofpaloalto.org |
| Web link | paloalto.prelive.opencities.com/Home |
| Population | Approximately 67,000 |
| Description of services | Full website redesign, content migration |
| Project Dates | November 2019 – Present |



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| | |
|-------------------------|---|
| Client | Alameda, California |
| Contact | Sarah Henry Public Information Officer 510-747-4714 shenry@alamedaca.gov |
| Web link | alamedaca.gov |
| Population | Approximately 88,000 |
| Description of services | Alpha project proceeded by full website redesign and OpenForms |
| Project Dates | March 2018 – January 2019 |

| | |
|-------------------------|--|
| Client | Lakewood, Colorado |
| Contact | Ron Ritschard PIO, City Manager’s Office 303-987-7059 ronrit@lakewood.org |
| Web link | Lakewood.org |
| Population | Approximately 155,000 |
| Description of services | Full website redesign, Digital Services Academy, and OpenForms. |
| Project Dates | March 2020 – November 2020 |



Fee Proposal

Annual Subscription Fee

OpenCities eliminates the risk of a traditional web redesign project. Delivered as a fixed bid project, you will not have to worry about cost overruns.

Delivered as a managed cloud solution, the annual subscription fee includes:

- Enterprise grade Hosting, Security, Bandwidth (to limit) and Storage using Microsoft Azure Gov Data Center with 99.9% Services Level Agreement (SLA); DDOS mitigation
- Maintenance, upgrades, and new functionality (continuous releases)
- Accessibility commitment to global standard (WCAG 2.1 AA)
- Unlimited 24/7 telephone helpdesk for Priority level 1 severity issues
- Unlimited online helpdesk for all other support and issues per SLA
- Twice annual “check-up” with OpenCities customer success team to explore site improvements focused on enhancing your usability
- Access to Theme Builder to continually evolve your site design at no additional cost

| | |
|---|-----------------------------|
| Website Subscription (Unlimited Users) Includes OpenForms Teams (10 users & 50 Forms) | \$13,500 per year |
| Intranet (City Staff – OpenCities Intranet module with AzureAD SSO) | \$4,500 |
| Extranet (City Council – OpenCities subsite license with password protection) | \$1,250 |
| Azure AD SSO | \$1,000 per year |
| TOTAL ANNUAL SUBSCRIPTION | \$20,250 per year |
| Optional: Imperva Security Upgrade (WAF, BOT, DDOS, CDN) | \$750 per year |
| Optional: OpenForms Enterprise Upgrade (30 users & 100 Forms) | Additional \$4,500 per year |



One Time Fees

One-time OpenCities setup fees are based on the level of assistance your City needs for its digital transformation. OpenCities includes in this cost the following services performed by our team:

- Virtual meetings for project initiation and workshopping
- Production of visual design for new City website
- Comprehensive site administrator and content publisher training
- Delivery of project subject to the Scope included in this proposal
- Consultation and coaching on governance, content creation and content migration

NOTE: No travel included. Project delivered virtually.

| | |
|--|---|
| <p>Required: OpenCities Services Package - Configuration, project management, and support on best practices during project set up + launch, includes set up of main site and employee only intranet and a separate, password protected subsite for Council.</p> | <p>\$20,500</p> |
| <p>Required: OpenCities Training Package – Training sessions for up to 25 staff each (content publishers, site admin, OpenForms)</p> | <p>\$2,500</p> |
| <p>Required: Design Package – This package includes two design options with up to three rounds of iteration and internal page design.</p> | <p>\$5,000</p> |
| <p>Required: Staff intranet and Council site design and implementation - OpenCities will implement the same theme as the main city’s site for the staff intranet and council subsite.</p> | <p>\$1,500 per site * 2 = \$3,000</p> |



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| | |
|--|----------------------|
| <p>Required: Information Architecture - Updating your website’s Information Architecture (IA) is key to improving the overall user experience. OpenCities’ IA process involves website data analysis, user research and user testing, and other best-practice methodologies that serve to seamlessly bridge your goals with user needs. This effort will result in a cohesive strategic approach to content priorities and a development of a comprehensive navigation structure for your new site, and the creation of an actionable migration strategy for your existing content.</p> | <p>\$7,500</p> |
| <p>Recommended: Digital Services Academy – To meet the needs outlined in your RFP and support your individual departments, OpenCities is recommending City staff (up to 25 individuals / approximately 2 staff per department) participate in the DSA.</p> | <p>\$12,000</p> |
| <p>Recommended: Content Migration – estimated price based on up to 500 pages* migrated plus up to 1,000 documents/images migrated (following proposed AIM process). Per page \$5 and \$2/image & document after above scope. See OpenCities content migration phase for details on best practice approach to meet your 90-day launch goal.</p> | <p>\$4,500</p> |
| <p>TOTAL ONE TIME SET UP FEES</p> | <p>\$55,000</p> |
| <p>Optional: Writing for The Web Workshop – no more than 25 people</p> | <p>\$900/session</p> |



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Total Fees

| | |
|---|------------------|
| Year 1: Includes SaaS + One Time Set Up Fee | \$75,250 |
| Ongoing Annual Fees (Years 2-5*) *Year 6 and beyond subject to a 5% increase | \$20,250/year |
| Total Five-Year Cost | \$156,250 |



Service Level Agreement

As an OpenCities client, your annual subscription fee includes:

- Managed updates for emerging WCAG AA 2.1+ Standards
- Managed updates for new web browser and device compatibility (excludes custom code enabled by the city)
- Managed updates for new UX/UI components and patterns
- Resolution of priority issues per SLA and unlimited online helpdesk for all other issues
- Twice annual “check-up” with OpenCities customer success team to explore site improvements focused on enhancing your sites usability

The SLA to the right outlines our support availability and structure for notification and escalation of questions and support tickets, as well as the committed response and resolution times. During the project, your Project Manager is available to answer general questions, but as you work on your content and certainly after your site is launched you will rely more on the online Help Center (available 24x7x365) for questions.

| Severity Level | Resolution Process | Target |
|----------------|--|---|
| PRIORITY 1 | Reportable 24x7x365 via Priority 1 Telephone number Acknowledgement and assignment of problem for resolution within 1 hour | Within four hours |
| PRIORITY 2 | Reportable 24x7x365 via Online Help Center, or by telephone during business hours (7 am to 6 PM, Pacific time). Acknowledgement and assignment of problem for resolution within 1 business day | Provide workaround or Version Update to fix problem by close of next business day |
| PRIORITY 3 | Reportable 24x7x365 via Online Help Center. Acknowledgement and assignment of problem for resolution within 1 business day | As soon as possible within development (scheduled or next version update) |
| PRIORITY 4 | Reportable 24x7x365 via Online Help Center. Acknowledgement and assignment of problem for resolution within 3 business days | Scheduled or next version update |



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Web Hosting and Performance Criteria

OpenCities has partnered with Microsoft to ensure we provide the most reliable and secure service using Microsoft Azure, the world's most trusted cloud. Hosted in the Microsoft Azure Government Cloud in the U.S, OpenCities ensures maximum uptime by taking advantage of Microsoft Azure's geo-redundancy, built-in backup capabilities, and advanced security posture.

Locally hosted, Data sovereignty compliant

With all Microsoft Azure primary and secondary facilities located onshore, OpenCities is fully compliant with government data sovereignty laws. The Data Center is a Tier 4 security, fully redundant, managed network infrastructure with onsite power backup and generators, multiple telecom and network providers, and 24x7 monitoring.

99.9% SLA

Our hosting provides a comprehensive uptime guarantee with monthly rebates if we do not meet our commitments. OpenCities provides 99.9% uptime availability, calculated monthly. In a typical 30 day/720-hour month, this equates to no more than 1 hour of downtime per month (not inclusive of scheduled maintenance and emergency maintenance).

Security / SSL encryption

As society's digital footprint continues to expand, the threat of malicious activity online becomes more pervasive. Given the amount of personal data required in government transactions, the risk to the public can be significant. OpenCities encrypts all forms with SSL to ensure security.

DDoS Mitigation and Disaster Recovery

The cloud web application firewall OpenCities utilize also contains DDoS protection built in and can mitigate any DDoS in real time. All sites are backed by our DR policy with a minimal RPO and RTO, on-line status monitoring, event notification and twice-daily backups.

Trusted reliability

Microsoft Azure delivers 62 compliance offerings, which is more than any other cloud provider. That is why 90% of Fortune 500 companies use the Microsoft Cloud. With OpenCities and Azure, you are in safe hands.



Azure Government Cloud

By partnering with Microsoft Azure Government, OpenCities provides a superior service that delivers world class security, privacy, and scalability. Our service provides full redundancy and twice daily backups, supported by a 99.9% SLA guarantee.

Find out more about Microsoft Azure Government here

<https://azure.microsoft.com/en-us/global-infrastructure/government/state-and-local/>



Active Directory Connector

For secure single sign on to your browser-based admin console, city staff can use their AzureAD credentials to login. OpenCities Intranet integrates with your Microsoft Active Directories (via Azure), giving staff the convenience of a single sign-on experience. And for those staff that are not registered in your Active Directories, our Intranet allows you to set them up directly within our system – ensuring everyone across the organization, including field staff without desktop logins, can equally access the intranet.

Authenticate and personalize the intranet experience based on your user credentials, via single sign-on. Please see the diagram below that details we integrate with Microsoft Active Directories. We require the client to install a small web service that will allow sync and handle AD based authentication attempts.

The Active Directory Connector is included as standard with the OpenCities Intranet.



Imperva



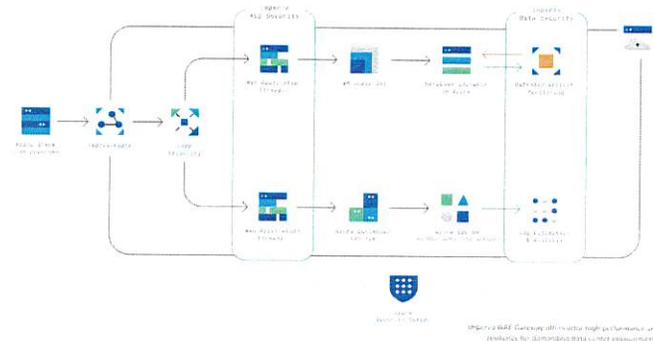
OpenCities uses Imperva's market leading cloud security platform. OpenCities sites can benefit from Imperva's Web Application Firewall (WAF), Bot, Distributed Denial of Service (DDoS), and Content Delivery Network (CDN).

OpenCities is committed to the stability of your websites. Especially at a time when there are so many critical government announcements and website updates related to COVID-19, we have taken every effort to protect and continuously improve the performance and security of your site. One of those steps was to put every OpenCities website in the US behind the Imperva Content Delivery Network.

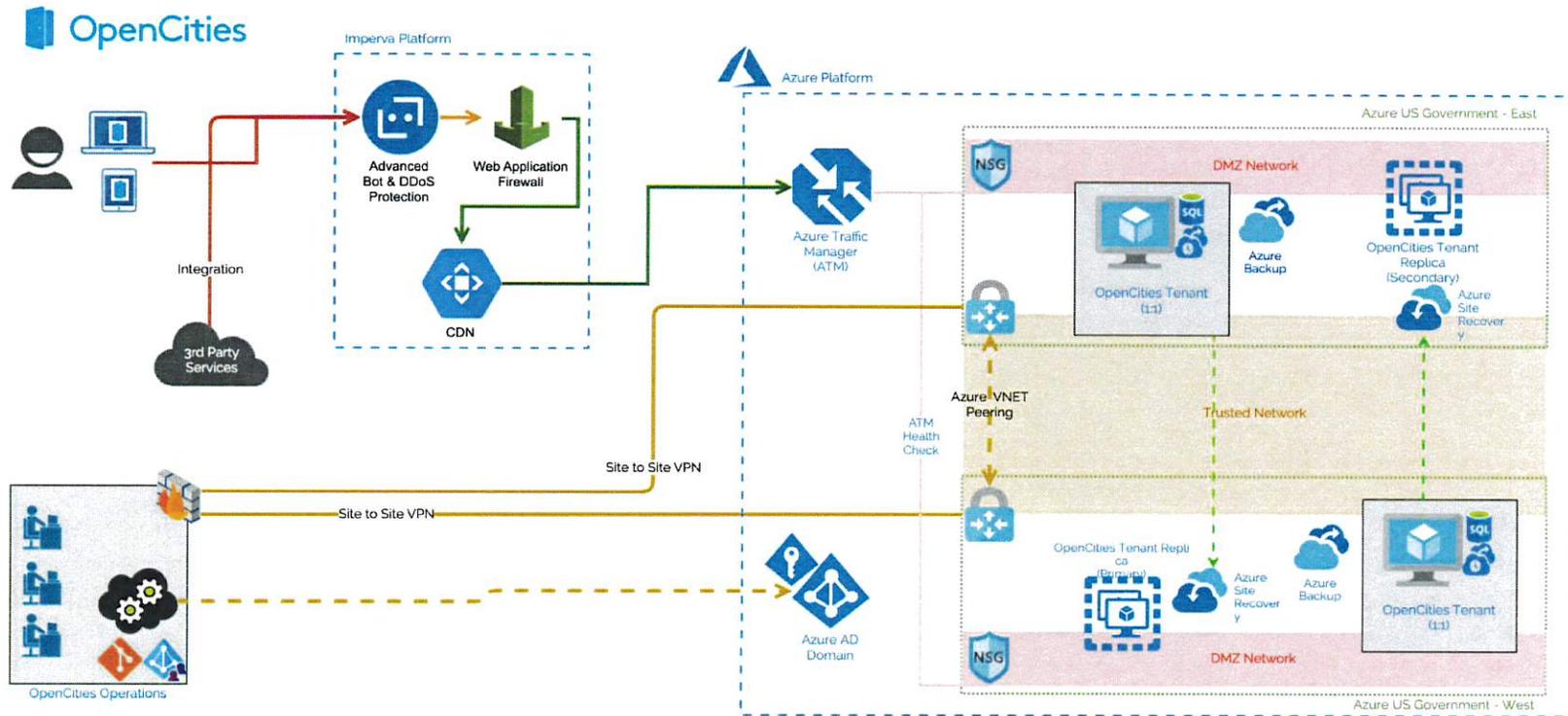
Why is Imperva a benefit for your site?

By using the caching feature of the Imperva CDN, your website pages are continuously cached and can be served from the CDN rather than directly from the site servers within Microsoft Azure Gov. In this way, a live announcement about your city or county vaccine program directing the public to a single web page will not result in the site slowing unreasonably.

Imperva also protects from malicious attacks that spike traffic.



OpenCities Architectural Diagram



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Scope of Work and Project Understanding

OpenCities has removed the risk and effort of traditional web and intranet redesign projects by developing a repeatable process of engagement, content, and digital services delivery.

Local governments often ask:

- How can we be sure we are choosing the right strategy and technology for our needs?
- How can we assure that we will not see change orders that affect our deadlines and budget?
- How do we make sure our new digital presence meets all our goals, and is one we can be proud of?

OpenCities is the answer. We continuously refine our technology and onboarding process through our experience partnering with local governments just like yours. For your engagement, you will be assigned an experienced project manager and complementing project team, who utilize an agile implementation approach supported by a simple online project management dashboard that makes it easy for everyone to track project status.

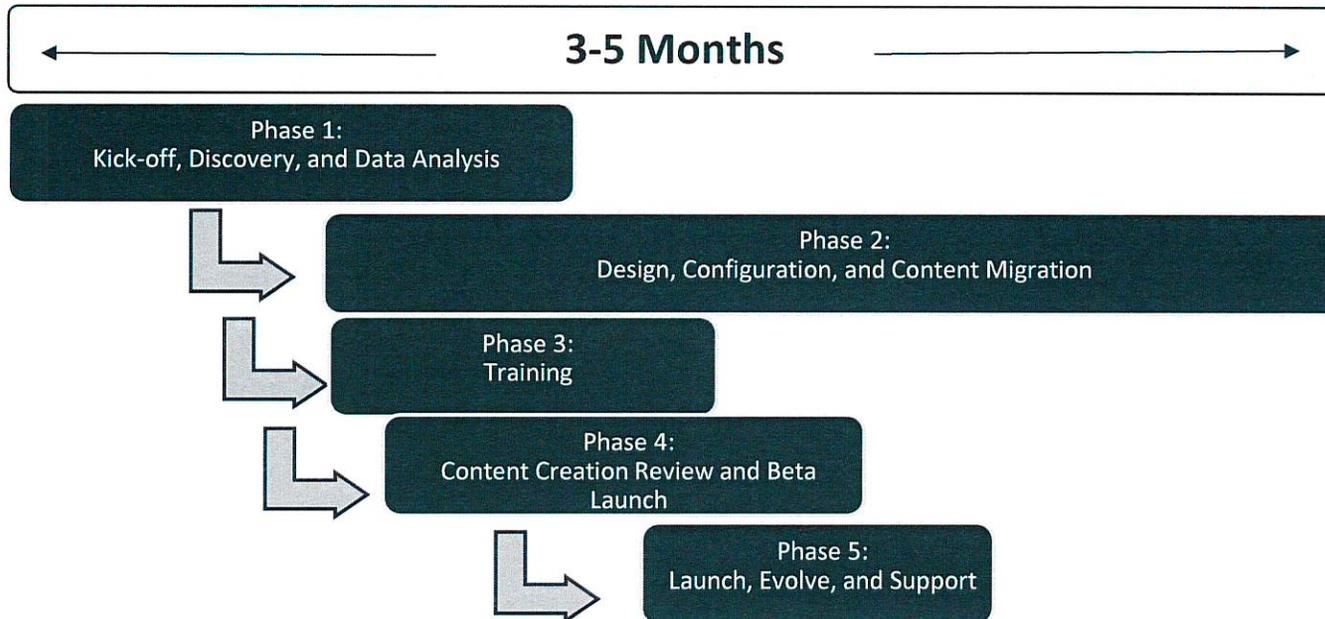
Project Communication

Communication is key. We understand that to have a successful project, we need more than just project management. We work to understand what level of regular check-in's will work most effectively for you, whether it's weekly or bi-weekly, as well as how often your executives or leadership team needs to be briefed (think council members and commissioners, department heads, city administrators—folks that need to be updated on the project progress and sign off on it at the end but may not be involved in the daily tasks of creating the new site). Our regular meetings with your core team will be conducted via Microsoft Teams or your preferred teleconferencing platform, and we can provide written or teleconference updates to your executive team.



Timeline

As a SaaS solution that does not require custom development, OpenCities can be fully delivered and ready for content within a matter of weeks. The primary variable for launch is based on the amount of time needed by the city or county for the visual design process, the number of initial consulting packages in the engagement, and the availability of staff for the content entry and migration process. The OpenCities approach outlined below focusses on helping you meet your goal of launching a site in 90 days, with the content residents are most likely to interact with. Following the launch of the site with the top 20% of your content, OpenCities will continue to migrate content and within another 4–6-week process, your main site will fully launch. We aim to discuss with you, your goals for launching the staff intranet and city council extranet in a mutually agreeable timeline.



Project Phase 1: Kickoff, Discovery, and Data Analysis

OpenCities and the client come together as a team to mutually confirm the process, establish clarity on who does what, determine the dates for key meetings and deliverables, and lay the groundwork for a successful project

Deliverables:

- ✓ Kick off meeting
- ✓ Data and Analytics
- ✓ Content Migration Strategy
- ✓ Content Audit (discussion and clarification)
- ✓ Survey of users (optional)
- ✓ Executive Briefing (optional)

City Responsibilities:

- ✓ Define your team, identify key skills and responsibilities, and start auditing your own content

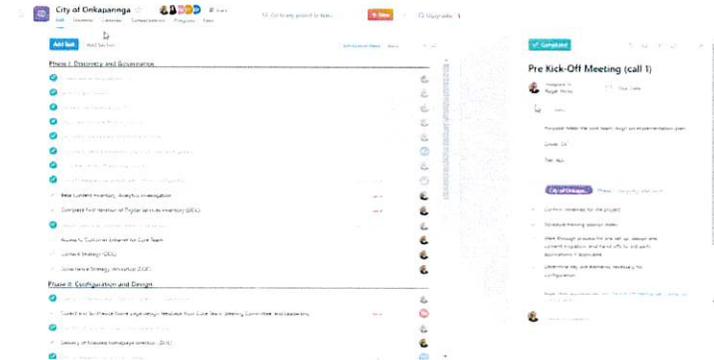
Premium Packages Included:

Information Architecture

Included

Spotlight: Project Management

We use Asana to manage your project. Members of your core team will be granted access, and this is where we will aggregate tasks, files, and conversations. It is a great resource for updating your executive committee on the progress of the website.



Project Phase 2: Design, Configuration, and Content Migration

OpenCities project team and the client will share assets and work to align and deliver a look and feel that reflects the spirit and goals of the city while leveraging the best practices for effective site layout and design.

Deliverables:

- ✓ Create and configure the site instance
- ✓ Configure general location information
- ✓ Homepage and theme design review
- ✓ Design finalization and implementation
- ✓ If you purchase Content Migration from OpenCities, that will be completed during this phase.

City Responsibilities:

- ✓ Provide design assets
- ✓ Provide feedback and approval of design
- ✓ Complete content audit

Premium Packages:

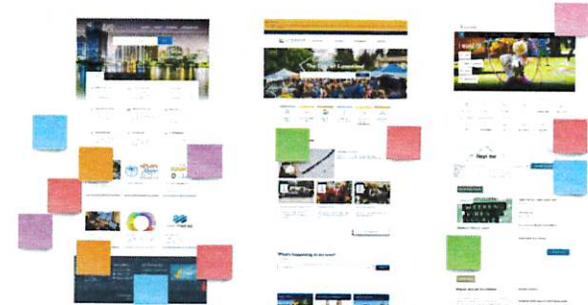
OpenCities-led Content Migration

Included

Spotlight: Design Values Workshop

To ensure we really nail your design, we will run a theme workshop with your design team and steering committee to discuss general site goals, example sites, and design assets to inform a creative brief. We encourage you to invite a couple of residents as well so that decisions can consider an actual user’s perspective early on. Taking this information, we inform theme direction options (including mobile variations) for iterations of

feedback and refinement before we implement the final theme onto the site.



Content Migration

This two-part package includes **Content Migration Discovery/Strategy** and **Content Migration Delivery**. This package is optional and best suited for cities or counties that need assistance moving page content and/or images and document from the old system.

To help you achieve your goal of launching a new public website in 90 days, OpenCities will commit to migrating your top 100 pages prior to launch. Following launch, OpenCities will continue migrating content over an additional 4 weeks. Generally, 80% of all traffic lands on 20% of pages – this recommendation follows our best practices.

Content Migration Discovery/Strategy (Phase 1)

In this strategy session, we will identify the proper OpenCities template for each page, note any inconsistencies or custom templates, communicate how we will address certain elements of the content, and review all of this with the team lead or core team.

Content Migration Delivery (Phase 2)

Once we have agreed upon a strategy and a timeline, our team of migrators will get to it and work to deliver your project by the designated deadline. At the end, you will receive:

- ✓ Access to the system with all agreed pages moved over
- ✓ A recap document that details anything your team should know about what we migrated as well as recommendations

City Responsibilities:

- ✓ Complete an AIM Spreadsheet (provided by OpenCities) listing all pages in hierarchical order classified as either Archive, Improve or Migrate
- ✓ Identify individual or team with the ability to clarify questions and promptly make decisions about migration questions
- ✓ Provide a desired folder structure for files (if contracted)

What's IN scope?

- ✓ Content managed within your current CMS
- ✓ Documents/images (if contracted)

What's NOT in scope

- X Anything within an iFrame or embedded HTML content
- X Dynamic content from other systems unless specified in proposal
- X Content not managed within CMS
- X JavaScript, CSS, or other custom code, unless specified in proposal
- X Interactive web forms and/or single page applications
- X Written content within image/diagram
- X Content contained inside a PDF file
- X Documents and images on pages marked "Archive"



Project Phase 3: Training

OpenCities provides training based on the types of outcomes that City wants to achieve with OpenCities. Our training sessions are provided in groups of 25 to the appropriate users based on their roles/permissions, virtually due to covid-19.

Deliverables:

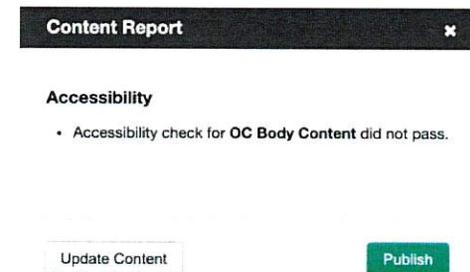
- ✓ Content Publisher training
- ✓ OpenForms training
- ✓ Site Administrator training
- ✓ OpenCities Help Center orientation

City Responsibilities:

- ✓ Identify attendees for training
- ✓ Ensure attendance by staff at training
- ✓ Identify power users who will operate as internal “trainers” for ongoing internal governance best practices

Spotlight: Accessibility

By using our optimized platform, content created in OpenCities templates is accessible by design. By default, the website will be WCAG 2.1 AA compliant. Through our Content Publisher and Site Administrator training we show you how to configure the site to check the accessibility to a level consistent with your needs, and to provide prompts to content creators to improve the accessibility of text and images.



Digital Services Academy Recommended

More than just content improvement training, the Digital Services Academy is a powerful way to help your team acknowledge their expertise and become web publishers who create citizen-centric content and services.

The course utilizes key user-centered design principles, learning skills and techniques for journey mapping, digitizing, testing, and improving web content, as well as creating OpenForms and Services pages. The OpenCities DSA lays the foundation for better government websites and effective digital transformation outcomes.

Participants will:

- ✓ Journey map a current process for their department
- ✓ Convert current page content into a digital service
- ✓ Become familiar with a user-centered design approach
- ✓ Build an effective digital form with the OpenForms platform
- ✓ Create an effective services page using an OpenCities template
- ✓ Learn tips and best practices for user testing
- ✓ Conduct a small user testing session (optional)

Who is it for?

The Digital Services Academy is for your team members in each department who are subject matter experts and content authors without that needing to be their title or key responsibility. These are the people within your organization who want to learn how to improve the website content, transform static information into digital services and fully leverage the publishing, governance, and reporting capabilities in the OpenCities platform.

Participants and timeframe

This training program takes place over 3 half-day sessions during one week. It will introduce up to 25 subject matter experts (staff from throughout your organization) to the process and value of digital services through a user mindset.

Outcomes

For each service presented at the workshop, your participants will create or gain understanding of:

- ✓ A customer journey map and the journey mapping process
- ✓ An OpenCities services page for completing the given service
- ✓ An OpenForm (digital form) for the online service
- ✓ Feedback from user testing



Project Phase 4: Content Creation

Review and Beta Launch

Migrate or create quality content for the now fully designed and configured website. Engage staff in owning their pages and web content. Convert static PDFs into dynamic digital forms.

Deliverables:

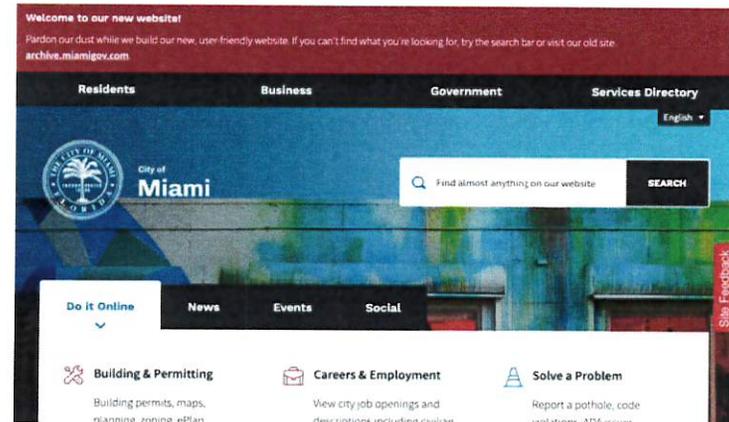
- ✓ Content migration, improvement, or creation by the city
- ✓ Support of content migration process by OpenCities
- ✓ Beta launch (optional)

City Responsibilities:

- ✓ Creating, improving, or migrating the web content to arrive at the desired outcome for their site
- ✓ Champion ongoing participation by staff to produce the best possible results
- ✓ Translate top 50 pages using OpenCities multi-lingual functionality, if desired.

Spotlight: Beta Launch

One of the best things about having an easy-to-use platform is that feedback can be actioned immediately. To gain that feedback, we encourage a staged approach to launching your new website. Statistically, 20% of your pages will be responsible for 80% of your traffic. When those pages are ready, Beta Launch your site with a banner indicating that the new site is in process and linking to the old site for anything missing. This provides an opportunity for feedback from both staff and resident users and gives you the opportunity to address and improve the site content and navigation prior to your full launch.



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Project Phase 5: Launch, Evolve, Support

Launch the new website, gather community response and feedback, continue to improve content based on feedback.

Deliverables:

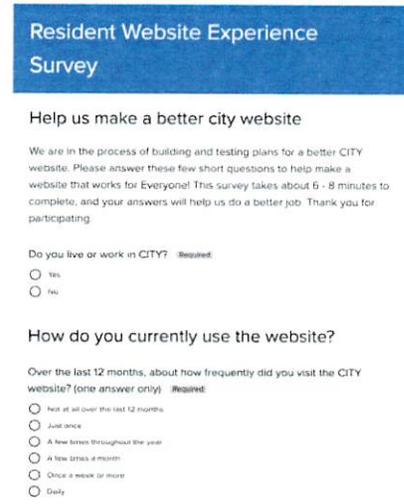
- ✓ Launch checklist
- ✓ URL mappings for top pages
- ✓ SSL certificates issued
- ✓ Update DNS
- ✓ Submit sitemap
- ✓ Launch the new site!
- ✓ Project review

City Responsibilities:

- ✓ Finalize review and proofreading of the site
- ✓ Fully participate in resolution of launch checklist items
- ✓ Coordinate launch and announcements to the community
- ✓ Post-launch survey (optional)
- ✓ Monitor feedback post launch and use it to continuously improve the site

Spotlight: Feedback and Improvement

There are multiple ways to continuously monitor the site for effectiveness and completeness. Page level feedback can be turned on in the OpenCities platform for specific comments and input. This can be especially useful on Services pages where users are linking to an online form. The forms, themselves, can include comment or value questions, and user surveys can aggregate broad data about the site. All this data can and should be used to make improvements based on resident need. With OpenCities, even site-wide changes can be easily initiated.



Newly Designed Website

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| <p>Include a new look and feel that supports the City’s branding efforts and the diverse, forward thinking culture of the residents and businesses of the community.</p> | <p>To ensure we really nail your design, we will run a theme workshop with your design team and steering committee to discuss general site goals, example sites, and design assets to inform a creative brief. We encourage you to invite a couple of residents as well so that decisions can consider an actual user’s perspective early on. Taking this information, we inform theme direction options (including mobile variations) for iterations of feedback and refinement before we implement the final theme onto the site.</p> |
| <p>Include two intranet solutions (for City employees and City Council members).</p> | <p>OpenCities Intranet for City employees and password protected Extranet for City Council members will ensure that both groups will be able to access internal information pertinent to their role.</p> |
| <p>Include modern best practices with regard to multi-platform compatibility, the user interface, navigation, and the user experience</p> | <p>The OpenCities project management, design and implementation process incorporates best practices to ensure your website is cutting edge. Also, as a forward-compatible, SaaS platform you will have the peace of mind knowing that your site will always stay up to date with best practices.</p> |
| <p>The new design addresses and handles accessibility issues including hearing and visual impairments</p> | <p>Every function in OpenCities is independently tested and validated to comply with the highest level of WCAG 2.1 AA / Section 508 ADA accessibility standards. As a SaaS solution, your City also benefits from continuous testing against new accessibility standards as they are released, to ensure your City always remains up to date, at no additional cost.</p> |



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| <p>The new website is responsive on all mobile and desktop devices.</p> | <p>Built to be mobile first, OpenCities does not just scale the website down to mobile, it fully leverages device capabilities such as swipe gestures, GPS location, and camera to reward mobile users with a more 'app like' experience. As a SaaS platform, OpenCities continually updates your website for new devices and form factors, at no additional cost to the city.</p> |
| <p>Robust search capability that includes:</p> <ul style="list-style-type: none"> i. Ability to do keyword searches of the content included in the PDFs and standard Microsoft office documents ii. Predictive query completion/suggestions. iii. Suggested links. iv. Option to search through website only without displaying internet results | <p>The OpenCities predictive search experience transforms the way people navigate a government website by suggesting content as a user types their query, and featuring a government thesaurus that connects plain English search queries (i.e. garbage dump) with the language of local government (i.e. waste transfer station). By connecting people to the information, they need, without knowing what it is called, OpenCities helps your site visitors spend less time looking and more time finding. Users will also be able to search for content within documents so long as the document is machine-readable. We also know that there are instances where the city may want to suggest links or content which you can do with our "Best Bets." Last but not least, since the OpenCities search is proprietary, you do not have to be concerned with the search results displaying content outside of your website.</p> |
| <p>Integrates with existing government web applications and will easily integrate with future government applications.</p> | <p>OpenCities provides a comprehensive library of APIs to allow integrations with internal systems via web services. These can be used to pull content from OpenCities into your internal systems or publish content from your internal systems onto your website. You also have the ability to integrate by placing direct links to these applications or including them within an iFrame.</p> |

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| <p>Includes social media integration for all mainstream social media platforms.</p> | <p>OpenCities can push content published in our system to your social media platforms via IFTTT or pull content from your Facebook and Twitter and publish it in-line with your website content. You have full control of settings including channels you pull from, how many items, how they are visually laid out, and visual styling to match your website.</p> |
| <p>Provide a project plan and schedule for the design phase of the website replacement project.</p> | <p>We use Asana to manage your project. Members of your core team will be granted access, and this is where we will aggregate tasks, files, and conversations. It is a great resource for updating your executive committee on the progress of the website. Please refer to Timeline and Project Phases in our response to get more details of each of the phases.</p> |
| <p>New website content information architecture that supports easy navigation to key services.</p> | <p>Updating your website’s Information Architecture (IA) is key to improving the overall user experience. OpenCities’ IA process involves website data analysis, user research and user testing, and other best-practice methodologies that serve to seamlessly bridge your goals with user needs. This effort will result in a cohesive strategic approach to content priorities and a development of a comprehensive navigation structure for your new site, and the creation of an actionable migration strategy for your existing content.</p> |
| <p>Meet with key staff from each Department to determine specific needs of various programs and services.</p> | <p>The OpenCities Digital Services Academy is a program built to support departmental staff (up to 25 individuals) with the skills and knowledge they need to approach building web content in a user-centered and data-driven way. The DSA is outlined in more detail in our project phases. We believe this program will uniquely meet the needs of the City and empower your staff. If additional consultation with departments is required, OpenCities provides departmental consulting in 8-hour increments at \$150 per hour.</p> |



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Content Management System

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| <p>Provide a multi-user CMS that supports the operation and maintenance of a top quality website while being user-friendly for staff with limited technical expertise.</p> | <p>Our CMS is built so non-technical staff will feel empowered to create a beautiful user-experience while also providing more technical editors the ability to continue to iterate the look and feel of the site based on user feedback.</p> |
| <p>Provide for easy configuration, operation and maintenance by City personnel, without requiring vendor interaction.</p> | <p>Our CMS was built with non-technical content editors in mind. Although you have the help of the OpenCities team, our CMS is intuitive enough where you will feel empowered to do everything necessary. If you do get hung up and want to troubleshoot prior to reaching out, you have access to our Help Center which has documents and videos that can address your needs.</p> |
| <p>Create website templates that meet ADA / 508 standards compliance.</p> | <p>Every function in OpenCities is independently tested and validated to comply with the highest level of WCAG 2.1 AA / Section 508 ADA accessibility standards. As a SaaS solution, your City also benefits from continuous testing against new accessibility standards as they are released, to ensure your City always remains up to date, at no additional cost.</p> |
| <p>The system shall integrate smoothly and efficiently with Microsoft Products.</p> | <p>Any output of a Microsoft Office tool which generates a document (Word, Excel, PowerPoint) can be loaded directly into the OpenCities file repository for use within your site by content creators. All content is extracted from files for indexing in our search engine.</p> |



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| <p>The CMS shall be accessible via external access.</p> | <p>OpenCities is entirely browser based. Beyond content publishing, even advanced tasks such as designing new websites, updating homepage layouts, activating new functionality and modules can all be done entirely via a browser-based interface, without any development skills.</p> |
| <p>The Vendor will provide a search engine solution that will support indexing of all contents within the CMS.</p> | <p>OpenCities features a powerful and predictive internal search to help you quickly find the content you are looking to update, whether it is a page, image or document. The advanced search can find content authored during a certain time frame, or by a specific person, surface content by the action taken, and more.</p> |

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Content Migration

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| <p>Installation of existing document archives into new website structure and integration of various online services.</p> | <p>OpenCities content migration package includes document migration.</p> |
| <p>The Vendor shall provide a fully operational and working website framework (“information ready”). City staff should be able to immediately begin updating and migrating information.</p> | <p>Your OpenCities site will be fully functional and information ready following Phase 2 of our project. As our team begins to support content migration</p> |
| <p>The Vendor shall assist in importing and installing existing document archives.</p> | <p>The OpenCities platform includes a document library. OpenCities content migration package includes migrating documents as outlined in our price proposal. As outlined in our project phases, OpenCities proposes that the City conduct a content rationalization process to make data-driven decisions around what content it migrates from CivicPlus to the OpenCities platform. If a bulk migration of the documents is possible, the City will need to provide all files in a structured manner and in the existing file path.</p> |
| <p>The website shall integrate all existing e-government applications and shall be designed for easy integration of additional e-government applications.</p> | <p>OpenCities does not build custom integrations. As a best practice driven partner, OpenCities will make recommendations on how to achieve your goals through using industry standard embeds. To accomplish this, your third-party systems of record will require embed code, or we will help you explore ways to launch residents to third party applications. When possible, City staff can also utilize OpenCities robust content and forms APIs to create truly integrated user experiences and standardize around a common UI.</p> |



Website CMS Training for Site Administrators and Content Contributors

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| <p>The Vendor will provide full and complete training on the use of the CMS.</p> | <p>OpenCities provides training based on the types of outcomes that City wants to achieve with OpenCities. These sessions are provided in groups of 25 to the appropriate users based on their roles/permissions.</p> |
| <p>Training will include training for content providers that will cover all aspects of content entry.</p> | <p>Our training process will ensure that your content providers feel empowered to publish content regardless of the content type. For additional information see Phase 3 for Training details.</p> |
| <p>Additional training will be provided to system administrators, webmasters and IT staff in advanced aspects of website management, approval of content, modification of website structure and administration of users and privileges</p> | <p>OpenCities will deliver Site Admin training in addition to content publisher training. This will cover advanced aspects of the OpenCities platform including such things as workflow, roles, permissions, theme builder, etc.</p> |
| <p>Vendor will provide full and complete documentation of operation of the CMS both online and hard copy formats.</p> | <p>OpenCities Help Center is fully accessible online.</p> |



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Hosting and Ongoing Maintenance

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| <p>Vendor must provide regular maintenance and updates of the proposed CMS solution</p> | <p>OpenCities is delivered as a Software as a Service, and the annual SaaS fee includes ubiquitous platform updates, quarterly (or more) releases, bug fixes and patches, secure cloud hosting in the Microsoft Azure Government Cloud, a 24/7/365 Services Level Agreement, and unlimited customer support. Our websites are only available via HTTPS to provide you the most enhanced security. Plus, you will benefit from Imperva's leading CDN, WAF, BOT and DDOS. We track product improvements (whether features, bug, maintenance, or updates) in issue management systems, such as Jira and Asana, and create issues from many sensing mechanisms, including:</p> <ul style="list-style-type: none">• Internal QA tests• Internal ad-hoc and automated tracking systems (such as load tests; up/down monitors; etc.)• Usability testing• Market research/user research• Customer-raised support tickets• Reviews of technical vulnerability bulletins <p>Bugs, updates, or necessary maintenance revealed via these mechanisms are triaged based on severity and added to our roadmap in accordance with both our SLA commitments for urgent defects, and our internal prioritization process for less urgent defects or general continuous improvement feedback.</p> <p>Upgrades</p> <p>OpenCities is designed to power thousands of county and city websites and digital services across the world - with each new capability and feature enhancement being rigorously tested to work for all customers and their live systems.</p> <p>Releases are scheduled quarterly, or as needed, and customers are notified 2 weeks in advance. Maintenance is performed off hours, generally between midnight and 4 am.</p> <p>Product Release Cycle</p> |
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| | <p>OpenCities releases on a continuous basis.</p> <p>This approach allows OpenCities to deliver value throughout the year as soon as it is available to customers. Working on the highest value and most in demand features at any one time. These features and enhancements are always informed by and prioritized in part by feedback of our user community.</p> |
| Must provide 24x7x365 support and monitoring of infrastructure and applications | Both our support and infrastructure and application monitoring is 24x7x365. Please see the "Service Level Agreement" provided for more information. |
| Ability to meet 99.99% uptime SLA | The OpenCities uptime SLA is 99.9%. |
| Unlimited support including emergency support | As an OpenCities customer you have no limit to support. |
| Provide scalable server performance and storage to accommodate the City's changing needs and future growth | As a truly cloud hosted solution, OpenCities offers unparalleled reliability, scalability, and forward-compatibility. We have partnered with Microsoft Azure, the worlds most trusted enterprise cloud. Being in the cloud also allows us to continually provide product and website upgrades without the need for separate dev and testing environments. |
| E-commerce solution capable of integration with the City's Tyler Technologies Eden ERP system | OpenForms has a robust API library that the city could leverage for any data connection to Tyler. Generally, most customers embed Tyler inside of their OpenCities site or simply link out to Tyler. This approach is guided more by the capabilities of Tyler than OpenCities. |



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Security & Workflow

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| <p>Proposal should include an overview of security and encryption methods/techniques implemented to ensure the security of the City’s website and content management system.</p> | <p>An overview of the OpenCities architecture and security capabilities is included in following sections of this RFP. As an OpenCities customer you will benefit from our robust security and cloud hosting.</p> |
| <p>LDAP integration with the City’s Active Directory for management of Intranet access</p> | <p>OpenCities SSO and intranet staff login only works with AzureAD and does not support ADFS.</p> |
| <p>Encryption of all user passwords</p> | <p>All passwords are encrypted.</p> |
| <p>Role-based security that limits access and functionality based on a user’s logon</p> | <p>Precise control of user roles and permissions allow you to craft exactly what each user can do within the system. From controlling what types of content certain people can publish, which sites they can contribute to or who can create entirely new sites and design themes, you have full control of user permissions.</p> |
| <p>Workflow for approvals of content changes</p> | <p>Setup any number of workflow paths and steps based on the type of content being published (i.e. news vs. jobs vs. emergency announcements), where its being published (i.e. websites, social media) and more. OpenCities keeps approvers notified via email to ensure progress. What is more, approvers do not need to log into the system to view, comment on or approve content, allowing more people to get involved in workflow.</p> |



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| <p>Audit trail and reports of changes to content within the CMS</p> | <p>OpenCities complies with record keeping best practices by maintaining a complete audit trail of all content revisions, as well as the ability to run comprehensive reports on users, actions they have taken (create, update, delete, etc.), for the components they have used (workflow, page, setting, etc.) and dates.</p> |
| <p>User tools for self-service registration and for reminders/resetting forgotten IDs and passwords</p> | <p>OpenCities is proposing using AzureAD for staff login. As such all user credentials would be managed through your AzureAD configuration. Additionally, staff can be added to the content management system manually using any unique ID (email as an example) and can manage their passwords through the system.</p> |
| <p>Website data that will be backed up daily and stored on a separate server</p> | <p>OpenCities website are backed up twice daily. OpenCities data loss prevention is provided through replication to a remote operating region. In addition, regular daily backups are undertaken, with retention of daily backups for one (1) week, weekly backups for four (4) weeks and monthly backups for twelve (12) months. Data protection and retention policies can be customized per customer on request.</p> |



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Appendix A: OpenCities Website Features

Transform your web experience

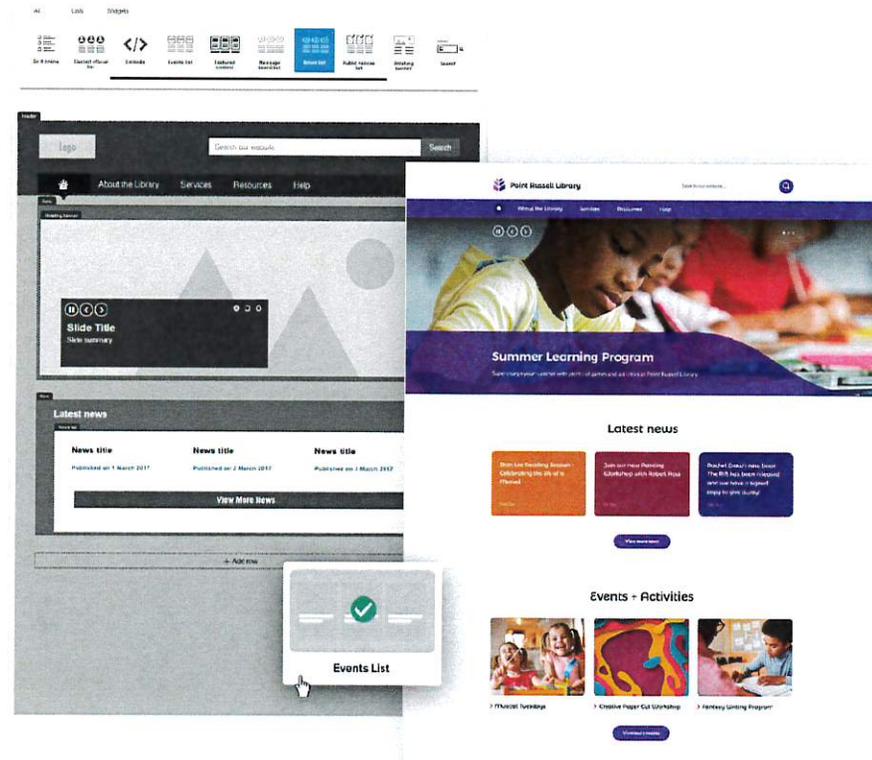
Launch modern, easy to use websites that always evolve to put the needs of your community at the center.

Future-proof your digital experience

Create a modern homepage. Leverage emerging UX patterns. Update your design anytime. Deliver useful new functions for users without waiting weeks for web developers, or years for a full redesign process. OpenCities lets you take full control of your entire digital experience using an intuitive drag and drag approach, without custom coding.

The OpenCities design engine provides an evolving library of user-tested, accessibility compliant, mobile optimized UI tiles that can be assembled based on your design, content, and functional needs. And because there is no custom code involved, these tiles automatically update to support new browsers, devices, accessibility standards and user experience trends, allowing your website to evolve in step with the world's best in digital gov, without the need for constant redevelopment.

With the ability to track site usage; and then update, preview, and publish your design changes within a single environment, OpenCities allows you to be more responsive to resident needs, and iterate faster than ever before.



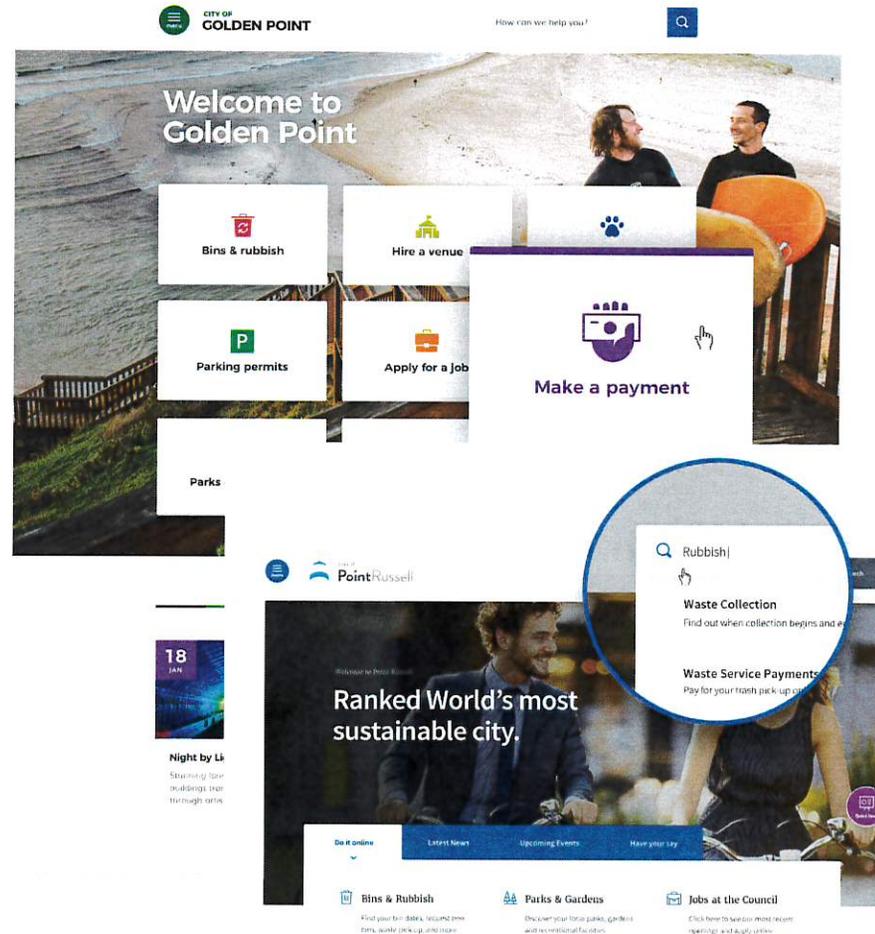
Increase customer self-serve, with the help of deep data

People do not browse government websites like they would a news site or online store. They come to get things done.

Leveraging information from millions of resident-council interactions, combined with your site data, OpenCities better connects users to the information and services they need.

For example, promote timely Top Tasks based on trending content, location, and seasonal patterns, i.e. prioritizing tax payments at specific times of year, or prioritizing location-based tasks such as reporting potholes or graffiti for mobile website visitors.

Or help users find the right information every time with a predictive search experience that couples deep data with our proprietary local government thesaurus, which automatically bridges resident lingo (i.e. rubbish dump) with government legalese (i.e. resource reclamation center), helping residents quickly find what they need, without needing to understand the language of government.



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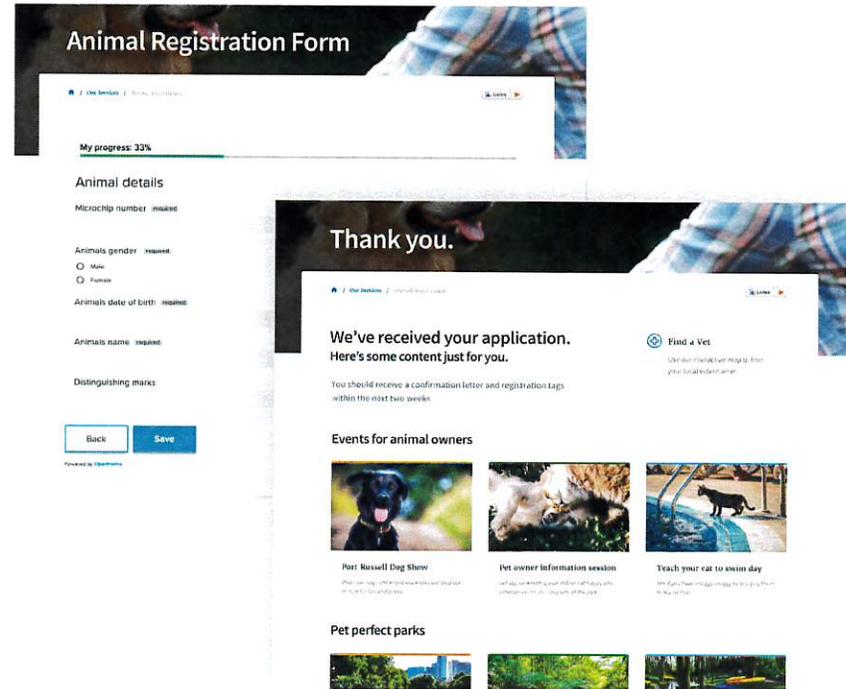
Increase engagement with timely, relevant content

Less looking, more discovering. What if your website could curate the specific news, events, projects, consultations, and initiatives a user might be interested in, based on their implicit needs?

OpenCities allows you to do just that, by surfacing content based on customer journeys. For example, generating a landing page that shows a user their nearest dog off-leash parks, upcoming pet friendly events, and city news and initiatives targeted at pet owners, straight after they have completed registering their dog with council.

Or showcasing kids' events at the local library, learn to swim classes in the sports center, daycare center in the areas and more, when a user has finished enrolling their child in a local kindergarten.

Best of all, once you've setup your taxonomy, OpenCities automatically detects and serves timely, useful content, without any additional effort on behalf of your web publishers.



Publish once, present everywhere

As residents access your city through an increasing array of channels and platforms, how do you ensure a consistent message?

OpenCities reduces the effort and complexity of multi-channel communication by allowing you to create content just once and present it in many places. I.e. publish an event and present it as a web page in your main site, or syndicated across your entire network of websites, within a monthly calendar view, on a Google Map, in your Facebook and Twitter channels, or send as an email notification to subscribers.

Aside from all these channels, with OpenCities Content API's, you can output and render content to any endpoint, such as a digital display or touch-screen kiosk.

By separating the information layer from the presentation layer, OpenCities allows you to conveniently manager more of your content within a single platform and output it to any end destination.

Publish an event

Overview Engagement

Event title (Required) 70 Characters left
Billy & The Firefly Princess

Add event summary (Required) 400 Characters left
Come experience an amazing light show and unforgettable story.

Add event dates (Required)

24 June 2019

Add event image



Event location

Event venue

Central Square

Street address

116 Blue Lake Street, Point Russell, PR 25008

MY INBOX

City of Point Russell 2:49 PM
Upcoming events: Billy & the firefly princess 24/06

UPCOMING EVENTS



Co-create with your communities, via online consultations

Premium

OpenCities helps you drive awareness and public participation in city projects and strategies via online engagement spaces, discussion boards, initiative directories, surveys and more.

A range of engagement options enable you to control how people engage with the city; and increase participation by deeply embedding consultation opportunities within the overall website experience.

Structure Engagements

Scale engagement from closed polls and structured surveys through to open discussions and conversation spaces

Match Participants

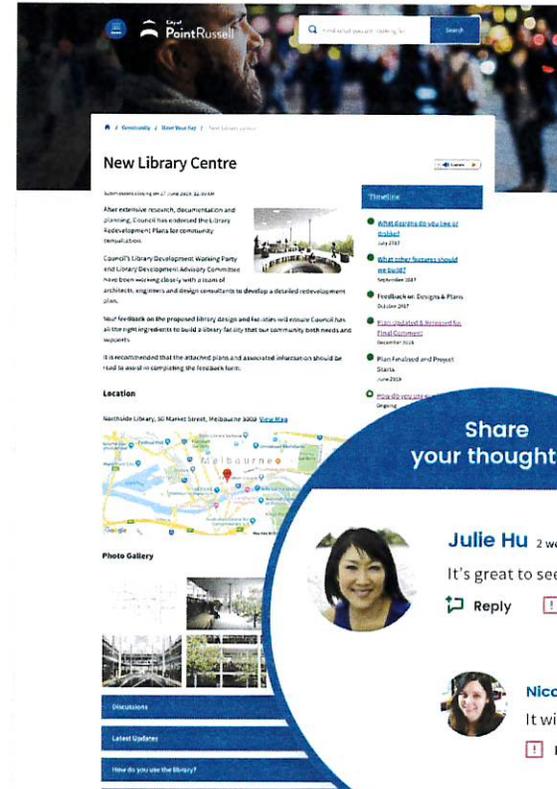
Match engagement opportunities to relevant website visitors based on their needs and interests

Drive Awareness

Promote consultations and projects in search, on maps, in calendars, on the homepage and more

Integrate with Social Media

Push or pull content from social media to drive multi-channel engagement across your consultations



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Support local businesses and groups Premium

Help your local organizations get discovered by creating and promoting their listings and events in the City website. Listings include image galleries, maps, social media links and more, providing a visually engaging browsing experience.

An intuitive dashboard allows non-technical users to publish and update their events and organization details through a simple interface. City staff can quickly review, reject, revise, or approve listings, ensuring the local directory remains fresh and up to date.

Quick Setup and Login

Users can use their social media to accelerate setup of their account

Local Groups and Businesses

Promote local groups and business with search filters and map views

Local Events

Connect residents to community hosted events and activities

Workflow and Approvals

Workflow ensures content is approved by the city before appearing live.

The image displays three overlapping screenshots of the OpenCities website interface. The top-left screenshot shows a 'Business pages' management table with columns for Title, Status, and Manage. It lists 'Grace's world' (in review), 'Boutique Manbyamng' (in review), and 'Frank's Cat Cafe' (Published). The top-right screenshot shows a 'Community Directory' search result for 'Point Russell Golf Club', including its address, description, and a photo. The bottom-right screenshot shows a 'Photo Gallery' for the same club, featuring several images of the golf course.



Content insights and recommendations

The launch of your new website is just the start of your digital transformation journey. OpenCities provides the insights you to need make better, data driven decisions.

Customer service insights

What's trending now? What services are people using? What searches are trending? OpenCities shows you a live view of what is happening on your website, giving customer service teams a crystal ball for the upcoming day by the time they come into office.

Tasking dashboard

A personal dashboard keeps each publisher informed when content is approaching review or about to expire, page performance, feedback, workflow status and more, keeping decentralized teams on track.

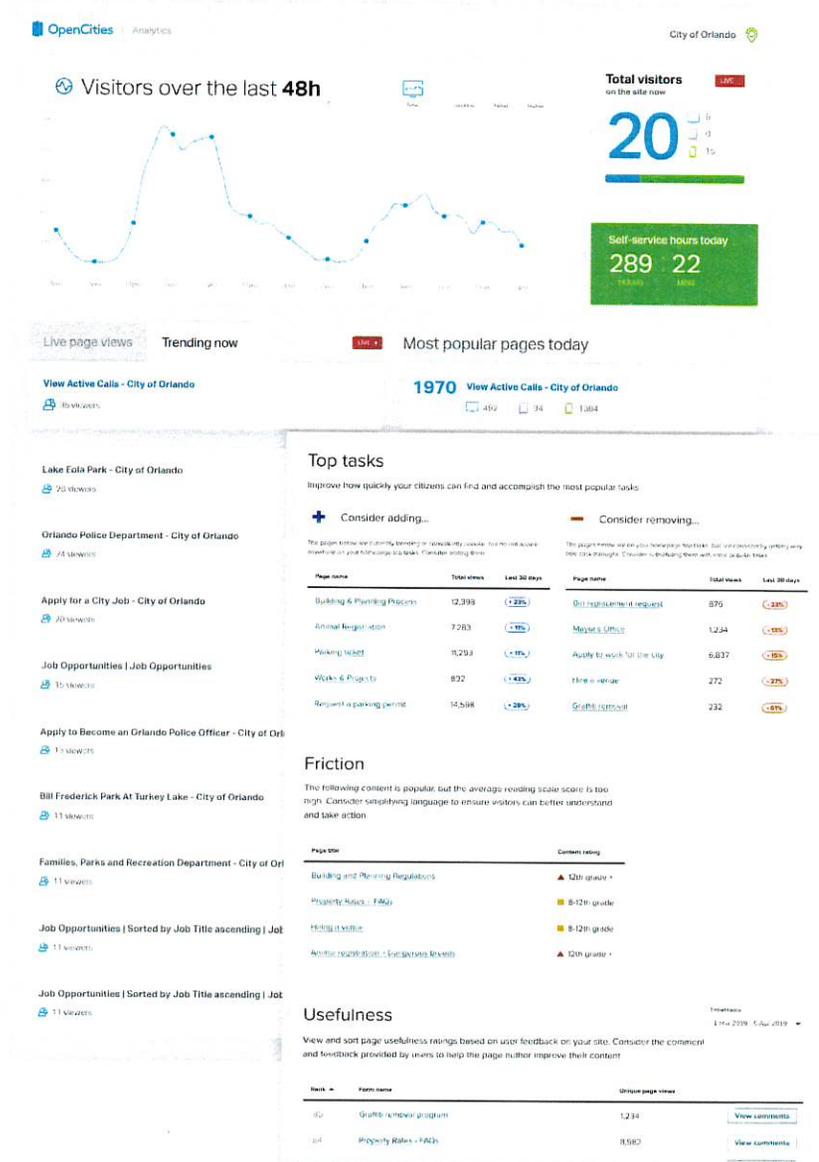
Homepage

recommendations

What services should be prioritized on your homepage and when? OpenCities assesses what is there, what is not, and based on usage trends, makes recommendations which services or content to remove, or add, to ensure an optimal experience.

Content recommendations

Based on user feedback coupled with page traffic, OpenCities will highlight and prioritize content that requires attention, helping you focus your time on improving that which will drive greatest impact.



Lb



Single source of truth

Ensure residents (and city staff, when using OpenCities for your intranet) are always acting on the most accurate and up-to-date forms, local laws, policies and procedures.

Our DMS Connector allow you to share documents from your DMS systems onto your website, and automatically maintain version currency as they are updated.

Shared documents can be added directly to a page by publishers, or automatically added to a dynamic listing of content based on metadata.

OpenCities DMS has out-of-the-box support for TechnologyOne ECM, HP TRIM/RM/CM, Objective DMS and Magiq DMS.

The screenshot displays a web interface for 'Local Planning Policies'. The main content area lists various policy documents under the heading 'Building & Development Standards', categorized into 'Commercial Development & Zones', 'Industrial Development & Zones', 'Residential Development & Zones', 'Rural Development & Zones', and 'Other Development & Zones'. Each category contains a list of document links with PDF icons and file sizes.

On the right side, a 'Minutes & Agendas' sidebar is visible. It features a list of meeting dates: '30 September 2019 Special Meeting' and '10 January 2018 Special Meeting'. Below this, it provides details for the '10 January 2018 Special Meeting', including the time (04:00 PM) and sections for 'Agenda 1.1', 'Agenda 1.2', 'Minutes', 'Media' (with 'Meeting audio recording' and 'Meeting video recording'), and 'Reports' (with 'Report 1.1' and 'Report 1.2'). Each section includes a 'Download' link with a file icon and size. A 'Download All' button is located at the bottom of the sidebar.



Integrate with internal systems

We recognize that our platform is only one part of your technology ecosystem, and for that ecosystem to work effectively, systems need to speak to each other. That is why OpenCities provides an open and flexible interface that can integrate with other systems and data sources, with out-of-the-box connectors for many most popular local government systems and fully documented APIs for custom integrations when needed.



Premium

DMS Connector

Ensure your community is acting on the most accurate documents. Our DMS connector allows you to synchronize files from TechnologyOne ECM, TRIM CM, Objective DMS with OpenCities, creating a single source of truth



CRM APIs

Share between OpenForms and your CRM system. Push data into your CRM without requiring customer service teams to manually rekey requests. Pull data from your CRM to pre-fill fields and simplify form completion for customers



Included

Active Directory Connector

Authenticate OpenCities publisher or intranet users and control their permissions based on your Azure based AD



Payment gateway connector

With support for many of the most common payment gateways used by Local Governments, OpenCities makes it easy to setup online payment forms that can be reconciled with your financial systems



Maps APIs

Using our Maps API, you can draw in trash pick-up schedules from your GIS system. Use plot content from your GIS system onto OpenCities Maps. Showcase road works, projects and closures as pins or lines



Content APIs

Publish pages and lists dynamically based on information sets in your internal systems.



Appendix B: OpenForms: Create easy to use digital services

Transform your static PDF's and offline forms

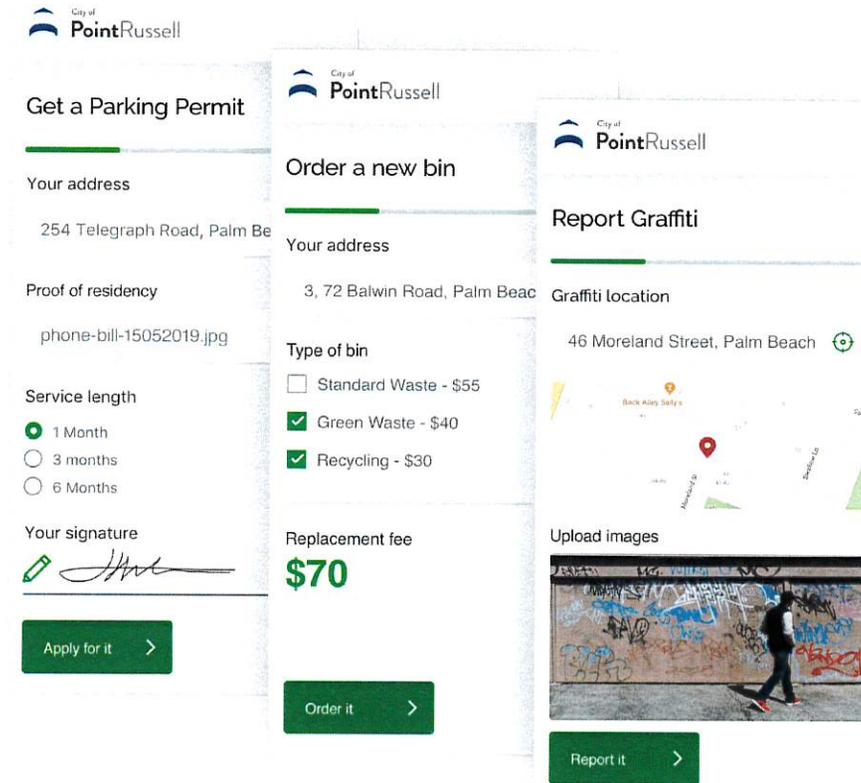
into frictionless digital services anyone can use,
without custom development

Digitize almost any form or process

Give your residents the ability to pay a ticket. Register a pet. Reserve a venue. Report a problem.

Whether it be permitting and application forms, reporting and request forms, booking and payment processing forms, OpenForms helps you transform PDF, backend CRM requests, and over the counter interactions into beautiful digital services anyone can use.

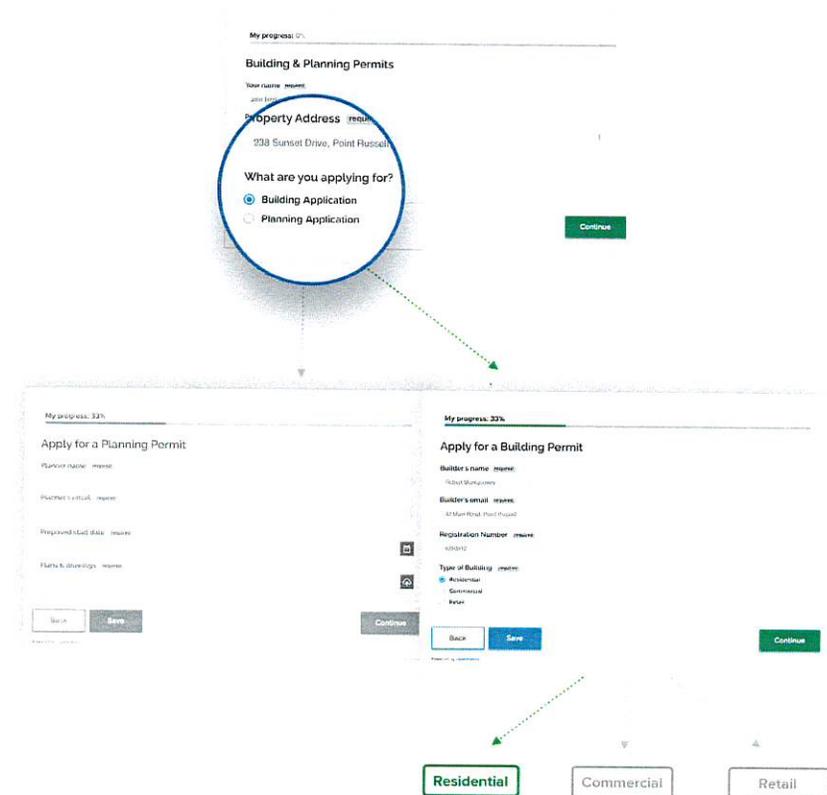
And within your organization, OpenForms can help staff become more efficient by digitizing internal checklists, paperwork, and processes. Integrated with your intranet, staff details can be pre-filled to simplify form completion.



Easy to use, for both residents and staff

Government services can be complicated, but the experience for the residents accessing them should not have to be. OpenForms is perfect for the business of government, helping you convert multi-page forms and complex processes into intuitive online forms, that flow based on customers responses.

No need to wait for a developer. Using a drag and drop interface, non-technical subject matter experts can create highly functional online forms within minutes, and sophisticated digital services within hours.



Accessible

By default, all forms are WCAG 2.1 AA / ADA Accessibility compliant, ensuring everyone in your community can be served online

Works on all devices

Your forms will work perfectly on all popular mobile devices, supporting touch gestures, GPS, and mobile camera

Multilingual

Publish forms in any language – including the ability to control micro copy (buttons and prompts)

Save and Continue

Allow customers to save their progress and complete a form later, even on a different device



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Digitize payments processes

Make it easy for residents to book and pay for anything online. From facilities, to permits, infringements, rates and more – OpenForms not only delivers easy online payments with integration into popular payment providers, it can also dynamically calculate prices based on the information residents enter into the form.

Payment Gateways

Process payments securely with support for all of the most popular local government payment gateways

Calculations

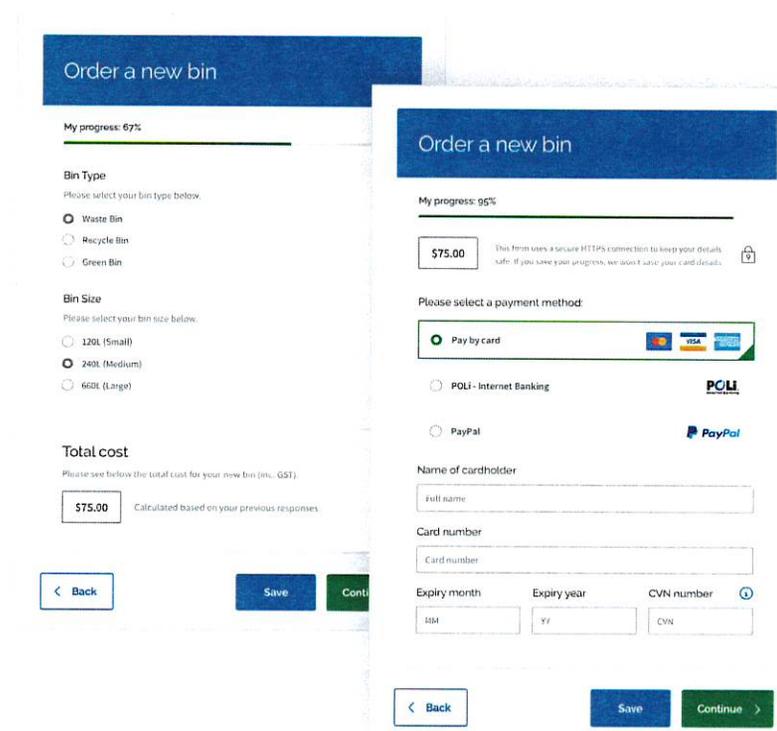
Use answers within your form to calculate and adjust payments on the fly, or track data for numerical fields

Receipts

Generate a unique receipt number to reconcile payments with financial systems, and so customers can track their request.

HTTPS/SSL Secure

All customer details and payment details are protected with the highest levels of SSL encryption and security



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Integrate with internal systems

Update your CRM. Capture records in your DMS. Pre-fill forms based on customer details. Populate form pricing from 3rd party databases. Pull the status of a customer request from internal systems. By connecting OpenForms with your systems, you can save time for both residents and city staff. No more manual re-keying of data into internal systems for city staff and faster form completion for residents.

Submission API's

Boost efficiency by submitting data directly into internal systems when a customer submits a completed form using OpenForms API's

Mid-Form Web Hooks

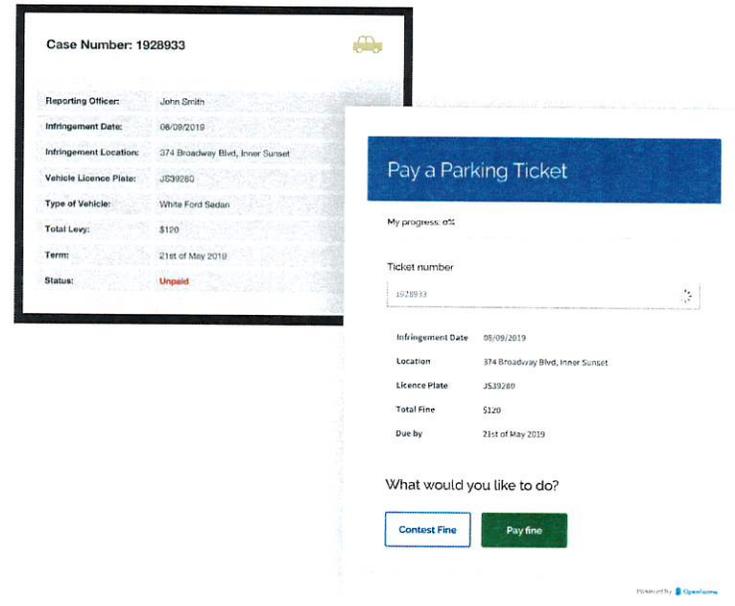
Validate or retrieve information while users are completing a form (i.e. auto-complete addresses, lookup an infringement notices)

Inherit Data

Pre-fill your embedded forms using data from the pages they are in (for example, auto-fill event name for event booking forms).

Google Integrations

Auto complete an address fields as the user is typing, or for users to simply select an address via Google Maps



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Measure and improve, with data insights

Measure the uptake and impact of your digital services, identify, and analyze bottlenecks, discover actionable insights, drive continuous improvement.

The OpenForms Insights dashboard extends the power of our forms publishing engine with the usage insights your team needs to accelerate your digital transformation.

Measure what matters

Visualize your digital transformation outcomes with statistics for customer self-serve, payments, customer service time/cost savings, and more.

Identify bottlenecks

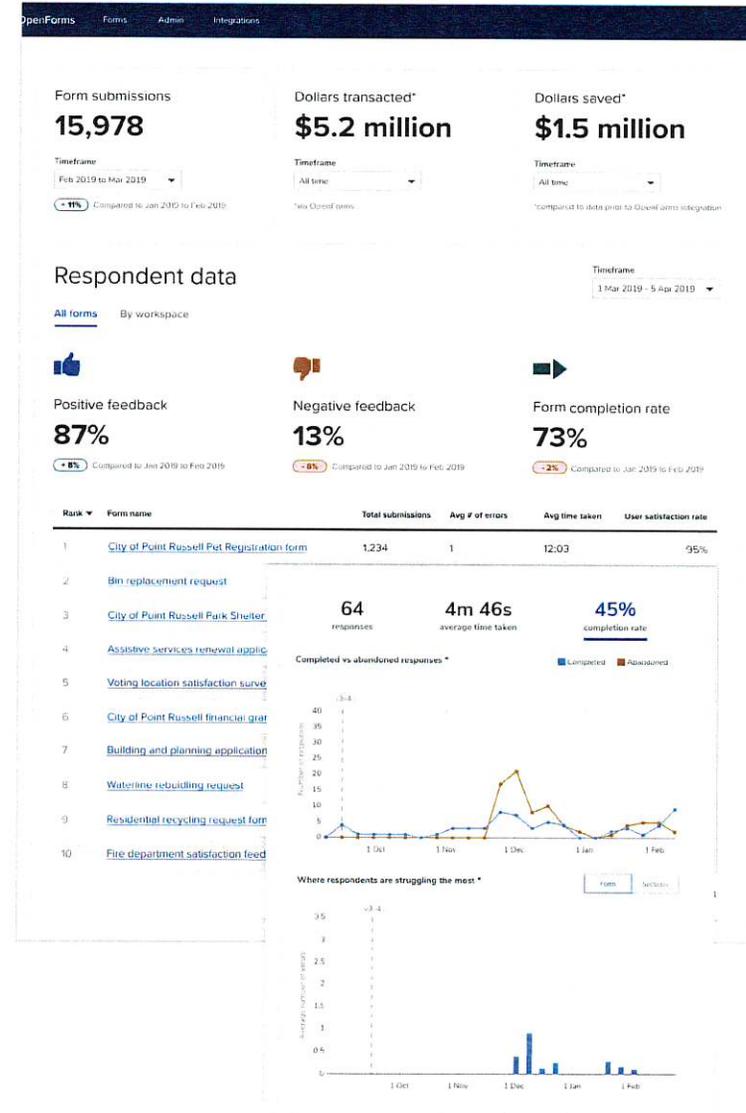
Dive deeper with form, section and even question level insights around completion rates, errors, and abandonment points.

Filter by department

Filter reports by organization-wide or department/team, overlaid by time period, to assess digital uptake over time and by function.

Iterate and track

Track form changes, and assess improvements to completion rates based on those changes, via cohort analyses



Submission workflow

Enterprise

Extend the power, versatility, and ease-of-use of OpenForms to the backend processing of inbound customer requests. OpenForms Submission Workflow allows you to configure steps and business rules for what needs to happen to process and respond to a customer request, application, or enquiry.

And then, OpenForms will workflow the request across departments and staff, they quickly review, take action and make decisions. Save time, money and serve better with a beautiful, easy to use workflow solution.

Workflow builder

A drag and drop interface allows you to map out all the steps and decision points for just about any workflow.

Notify and take action

Automatically notify and remind reviewers that need to progress a response to the next stage.

Review centre

Help reviewers keep on top of everything that needs their attention, with easy search, filtering, and actions

Close comms loop

Automatically notify customers at key stages of the workflow process to keep them informed

as



Enterprise ready

Built for teamwork. OpenForms enables you to decentralize forms publishing to more people, apply user-level permissions for security, create re-usable fields for consistency, securely test forms for quality and retain form history for record keeping. And it's all validated for Accessibility ADA compliance, hosted on-shore in compliance with Data Sovereignty, and maintained to the highest level of data security standards.



Users and Permissions

Streamline publishing across your organization by controlling which users can view, create, or manage your organization's forms and submissions



Form Versioning & Archiving

Draft changes to forms, schedule future publish dates, revert to older versions.

Enterprise



Form Testing

Securely share and test your forms, transactions and web services before publishing.



Reusable Lists

Create ready-made lists of answers to auto-complete text fields as a user types, or to auto-generate radio-button, checkbox & drop-downs.



Reusable Field Sets

Accelerate form creation with reusable field sets for common sets of questions (e.g. create a 'Customer Details' set which includes Name, Address, Phone, Email).



Form Scheduling

Set a future date and time to publish draft forms and choose when forms should be removed, archived, and retained for record keeping purposes



Workspaces

Organize your forms into categories that reflect how your organization works, so everything your authors need is easy to find and in the one place

Enterprise



Printable forms

Build and manage all your forms in one place, and generate beautiful, print-ready PDF versions with your branded header and footer



Build better forms with capabilities including...

Conditional Logic - Show or hide fields and sections based on user responses

Reusable Lists - Create pre-defined answer master lists, usable across forms

Inherit Data – Auto-complete fields using data from the page they are in

Form Sections - Create multi-section forms for longer requests

Google Maps - Allow customers to share their location on a map

Custom Themes - Personalize the look and feel of your forms

Email Notifications - Get notified when forms are submitted

Stop Logic - Prevent users from submitting requests under certain conditions

Accessible - All forms are WCAG AA 2.1 Accessibility compliant

Calculations - Use answers to calculate price-points

Payments - Securely process payments via a variety of gateways

Hidden Fields - Streamline submissions with hidden, auto-populated fields

Field Sets – Create re-usable field-sets across forms (i.e. customer details)

Saved Reminders - Manage and send reminders for uncompleted submissions

User Permissions - Control who can view, create, and manage forms

Data Connections - Validate and Receive data from your CRM and other systems

Form Scheduling (Enterprise) - Schedule future form publish and update dates

End-Form Data Connections - Send form responses to your internal systems

Printable Forms - Convert online forms into print-ready PDF's

Insights Dashboard - Get useful and actionable insights to improve your forms

Test Forms - Share forms in test-mode to get feedback

Answer Piping - Use responses to personalize subsequent form sections

Receipts - Generate form submission receipts to help users track their request

Multilingual - Publish forms in a variety of languages

Save and Continue - Allow customers to save and complete their responses later

Personalization - Personalize confirmation emails based on users' answers

Digital Signatures - Allow users to add signatures to form submissions

Explainers – Add explainer text, images, and videos to your forms

HTTPS / SSL - Provide extra security with all forms delivered over SSL

Response Management - Control form submission responses

Email Reports - Keep stakeholders informed with weekly performance reports

Workspaces (Enterprise) – Organize forms and users into secure collections

Versioning (Enterprise) - Improve records via version history for every forms

Workflows (Enterprise) - Create workflows to manage customer requests



Appendix C: OpenCities Intranet

Empower staff to serve better

Deliver a useful, up-to-date intranet that brings together the content, communications and online services that local government staff needs.

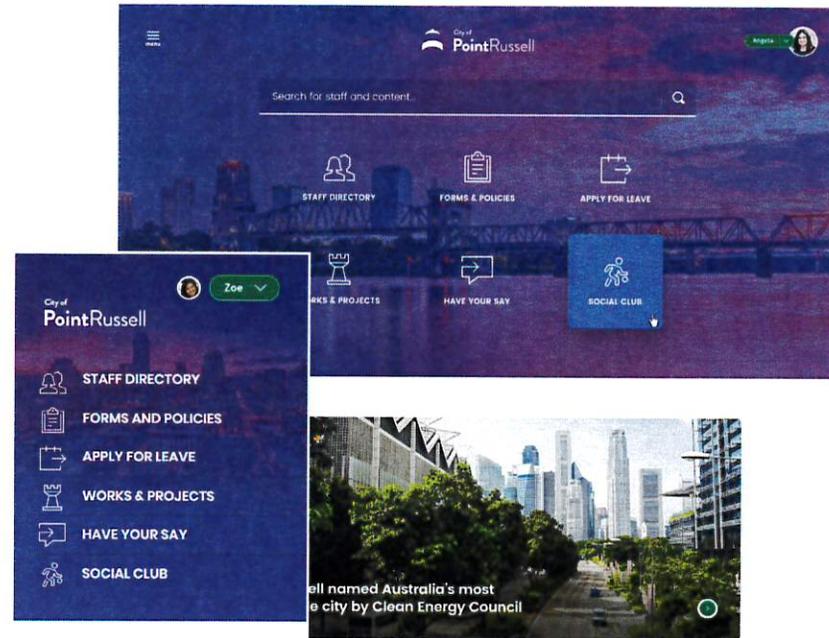
Better intranets start with OpenCities

Help all employees find and view the information they need. Deliver content to specific employee groups securely. Enable onboarding. Organize policies. Surface and search key content.

The OpenCities intranet provides a turn-key solution that captures years of local government digital learnings to bring people, processes, and information together, providing your teams with everything they need to do their job better.

Delivered as a mobile friendly, ADA compliant, continually evolving cloud solution, an OpenCities Intranet is fast to deploy, easy to scale and provides the user experience a modern intranet needs.

The OpenCities platform is built to allow for a single intranet in each client instance. OpenCities is proposing that city staff utilize the OpenCities intranet and to meet your needs for City Council, OpenCities will leverage a password protected subsite to provide a council intranet/extranet.



Launch of 2030 Vision

Published on 16 January 2018

As technology and the world change ever we need to be planning ahead. produce our "2030 Vision".

11/11/18

11/11/18

Published on 22 Jan 2018 by Reed McMichael

New Performing Arts Studio now open to the public
City of Point Russell's latest offering for the public is a charming performing arts studio.

Published on 14 Jun 2018 by Emma Lancaster

Mark Odenkirk named Local Council Marketing Manager of the Year
Congratulations our own Mark Odenkirk for being named Marketing Manager of the Year.

View all news

Animal registrations can now be completed digitally

07 Dec 2018



Nicole Walters
Accounts Receivable

25

22 Feb

Public Works Open Day

Residents are invited to visit the Department of Public Works' operation centre to discover how the City approaches planning and prioritisation of public works.

01 Mar

Training: Identifying popular webpages and services

Learn how to use our tools for identifying our most popular webpages and services ahead of the first phase of our Digital Services Transformation Project.



Better content

Create more useful and actionable intranet content.

OpenCities helps you get critical content out of the chaos of file shares, transforms unstructured content into structured content, and makes it simple for content authors to publish in a more consistent and effective way.

Combined with the ability to surface content based on user roles, permissions, and department, make your intranet a go-to place for everyone to quickly find the “official” copy of policies, procedures, forms, budgets and more.

Public Works
The Public Works Department manages, maintains, and improves the city's infrastructure. Our employees provide the services that keep our city clean, safe, and beautiful. Our employees are responsible for the maintenance of streets, sidewalks, and drainage systems.

Have Your Say!
2030 Vision
The Public Works Department is currently in the process of developing a long-term vision for the city's infrastructure. We are seeking input from our employees and the community to help us create a vision that is both practical and aspirational.

'Lean-Building' construction guidelines
The Public Works Department is currently in the process of developing a set of guidelines for 'Lean-Building' construction. We are seeking input from our employees and the community to help us create a set of guidelines that is both practical and aspirational.

Park bench restoration project
The Public Works Department is currently in the process of restoring a set of park benches. We are seeking input from our employees and the community to help us create a set of guidelines that is both practical and aspirational.

Department Head
Nathan Harrison
Nathan Harrison is the Department Head for Public Works. He is responsible for the overall management and direction of the department. He is a member of the City Council and is a past Mayor of the City of South Gate.

Contact Us
Phone
(310) 322-2222
Email
publicworks@cityofsouthgate.ca.gov
Location
City Hall
100 South Street
South Gate, CA 90260
Website
www.cityofsouthgate.ca.gov

Supervisor Landscaping
The Supervisor of Landscaping is responsible for the overall management and direction of the Landscaping Department. He is a member of the City Council and is a past Mayor of the City of South Gate.

Public Works Assistant
The Public Works Assistant is responsible for the overall management and direction of the Public Works Department. He is a member of the City Council and is a past Mayor of the City of South Gate.

Public Maintenance Worker
The Public Maintenance Worker is responsible for the overall management and direction of the Public Maintenance Department. He is a member of the City Council and is a past Mayor of the City of South Gate.

Better communication

By increasing the number of staff contributing to your intranet, you can create a more up to date, and ultimately more useful resource for everyone. OpenCities makes it easy for anyone in your city to get involved in publishing news articles, upcoming events and announcements within the intranet, without the need to login or learn the backend system.

To control quality, approval workflows can be turned on, ensuring some or all types of user generated content goes through an approval process before appearing on the intranet.

Upcoming events

04 Jun Council Meeting: Manager's Briefing
Meeting for the City Council and the City Manager. The City Council will discuss and approve the City Manager's report and the City Manager's budget for the next fiscal year.

01 Jun Identifying popular webpages and services (Training)
A training session for city employees to identify popular webpages and services used by the public. The session will be held on June 1st at 10:00 AM.

17 Jun Public Works Open Day
An open house event for the Public Works Department. The event will be held on June 17th from 10:00 AM to 4:00 PM at the City Hall.

04 Jun Smart City Seminar
A seminar for city employees to learn about smart city technologies and how they can be used to improve the city. The seminar will be held on June 4th at 10:00 AM.

01 Jul Pop-up City!
A pop-up event for the City of South Gate. The event will be held on July 1st at 10:00 AM at the City Hall. The event will feature a variety of activities and games for the public.

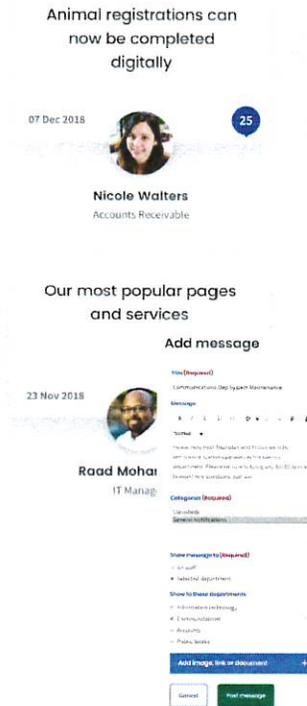
Add event
Title (Required)
Feb FunRaiser
Summary (Required)
Feb FunRaiser
Date (Required)
Add Date & Time
Categories (Required)
Community meeting & fundraisers
Major events
Training
Cost
\$10 Entry Fee
Free
Location
Venue
City Hall
Street address
5103 Main Street

Better collaboration

Empower better top down, bottom up and peer to peer communication.

OpenCities provides a message board and discussion functionality that allows intranet users to start, follow and participate in discussions. Each discussion space can be shared across the entire organization, or only specific departments and teams, allowing greater collaboration.

Discussions can also extend beyond message boards, and be enabled for any type of content, including news, events, projects, announcements and more.

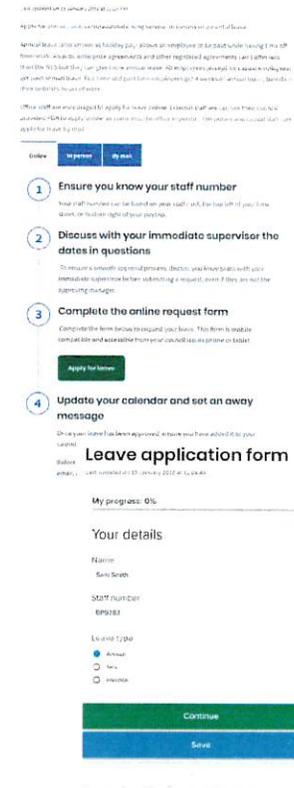


Better self-serve

From internal application and staff request forms, to compliance checklists, OpenCities transforms long and outdated PDFs into easy to use online forms. Reduce steps by pre-filling forms with user details to simplify completion, and by using our APIs, submit internal requests to whatever internal system is needed.

In combination with the services template, OpenCities makes it easier than ever before for staff to get clear, simple, and actionable instructions.

Leave applications



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Better directories

A central, always current location for all staff members is delivered in a contemporary LinkedIn inspired format. Automatically generate and maintain a beautiful staff directory based on the details available in your Microsoft Active Directory system. The staff directory can be searched and filtered by staff name, department, team, skill, or any other fields. Staff can easily self-manage their listing.

Users can also switch to an organization structure chart format to see reporting structures and the relationship between people and departments.

Staff directory

Chester Boyd
Finance manager | Accounts
Extension: 313

Gavin Taylor
Communications Manager | Information technology
Extension: 314

Jai Sharma
Accounts Payable | Accounts, Public Works
Extension: 313

Julie H
IT Manager
Extension: 314

Koto Sr
Corrections
Extension: 314

Jai Sharma
Accounts Payable | Accounts, Public Works

Search staff

Manager: Vincent Castro
Email: jsharma@csge.com
Extension: 313
Phone: 951.364.3640
Mobile: 949.412.1310
Location: Midtown

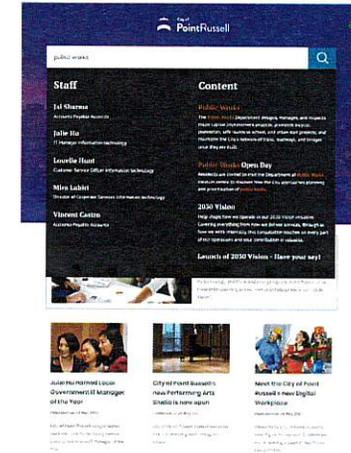
Availability
Standard office hours

Responsibilities
Process invoices, prepare and receive payments, take bills online, working on the system and new, detail oriented. Works in shipping documents with the right location. Customer services and train all users on allocated issues. Investigate and make resolve the issues and assist.

Better discovery

Empower staff to find any intranet page, document, or staff member through a single search experience. A large, predictive search box invites users to simply type in their query, and then suggests the content, files or people that best match their inquiry as they are typing.

The search also connects the non-technical words used by staff (i.e. maternity leave), with the more formal terminology used by governments (i.e. parental leave policy). This vastly improved search experience means users can now find the information they are seeking directly from the homepage.



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Build better intranets with capabilities including...

Self-managed – Users can manage their own profile listings

Single Sign-on – Authenticate users with MS Active Directory via Azure

Page Commenting – Allow user commenting and discussion threads

Message Boards – Allow everyone to post and respond to messages

Landing pages – Auto assemble page and tasks collections by section

Internal News – Allow everyone to publish internal news and notices

Departments – Centralize departments specific content

Forms and Policies – Lookup forms, policies and procedures

Proposed Works – A secure view of proposed city works

Glossaries – Create glossaries to explain complex terms

Development Applications – Advertise planning and development applications

Internal Events – Allow everyone to publish internal events

Subscriptions – Make it easy for staff to get notified when content is updated

Broadcasts – Anchor intranet wide internal announcements

Initiatives – Promote city plans and initiatives

Online Consultations (premium) – Engage responses from staff via intranet

Federated Search – Search pages, files and people from one place

Staff Directory – Create a modern staff lookup from your AD listings

Organization Chart – Generate an interactive org chart

Personalization – Control views based on user credentials

Announcement Broadcasts – Anchor important announcements

Calendars - Create custom calendars from any time-based content

Service Catalogue – Create a knowledge bank for service-related content

RFP and Tenders - Display advertised, closed and awarded tenders

Social Inbound – Syndicate content from Twitter and Facebook on your intranet

Banners and Image Galleries – Create slideshows and gallery collections

Jobs Board – Promote open job opportunities with the city

Sections, Tabs and Accordions – Simplify presentation of long-form content

Suggested Content – Automate content based on user needs and interests

Readspeaker (3rd party) – Convert your text into speech

DMS Connectors (premium) – Share files from your DMS onto your intranet



AUG 03 2021

CITY COUNCIL

4:10 pm

AGENDA BILL

For the Regular Meeting of: August 10, 2021

Originating Department: Public Works

Department Director:

[Signature] Arturo Cervantes

Interim City Manager:

[Signature] Chris Jeffers

SUBJECT: PRESENTATION ON THE 2021 MUNICIPAL SEARATE STORM SEWER SYSTEM PERMIT

PURPOSE: The Los Angeles Regional Water Quality Control Board issued a new Municipal Separate Storm Water Permit (MS4 Permit) that covers the City. John Hunter & Associates (JHA), storm water program consultant, will provide an overview of the MS4 Permit.

RECOMMENDED ACTIONS: The City Council will receive and file a presentation from John Hunter & Associates on the Municipal Separate Storm Sewer System Permit adopted by the Los Angeles Regional Water Quality Control Board on July 23, 2021.

FISCAL IMPACT: None. Compliance costs for the 2021 MS4 Permit are estimated to be \$79 million. The City partially funds compliance costs through the Fiscal Year Operating Budget and the Capital Improvement Program. Historically, this approach has not resulted in fully funding compliance costs as they continue to be cost prohibitive.

ANALYSIS: The City's storm drain system is regulated by the State Water Resources Control Board (State Water Board) under the "National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit." A new permit was adopted on July 23, 2021 and will be effective for five years starting September 11, 2021. The new MS4 Permit and the recently expired MS4 Permit are very similar. Like the expired permit, the new MS4 Permit requires (a) either a Water Management Program (WMP) or an Enhance Watershed Management Plan (EWMP), and (b) a Coordinated Integrated Monitoring Program (CIMP), to be deemed in compliance require. It also requires increased reporting and monitoring.

The implementation of the WMP and CIMP independently is cost-prohibited. As such, the City complies with these requirements through participation in the Lower Los Angeles River (LLAR), through a Memorandum of Understanding with the cities of Pico Rivera, Downey, Lynwood, Paramount, Signal Hill, Long Beach, Lakewood and Los Angeles County Flood Control District (See Attachment "A"). The LLAR's annual budget is approximately \$710,000 for which the City's annual dues are approximately \$112,000. LLAR services include development and management of the WMP, CIMP, reporting and monitoring. The LLAR developed a WMP and a CIMP in 2015 to comply with the permit, which continues to be in effect under the new permit, however, with the updates completed on June 2021.

The City also complies with the NPDES Permit through the implementation of several local programs and capital projects. Expenditures on program compliance include costs of the Reasonable Assurance Analysis; incorporating storm water requirements into Capital Improvement Program projects; requiring development projects to incorporate storm water mitigation measures such as the Low Impact

Development project via maintenance like cleaning catch basins; and through implementing a public education and outreach program. Upon completion of construction of the Urban Orchard Project, the City will have spent approximately \$25 Million to comply with the MS4 Permit.

The cost of compliance with the permit continues to be cost prohibitive. The expired permit required an estimated \$61 Million to meet compliance costs. The new permit requires \$79 Million to meet compliance costs, through the year 2028. While there are several funding sources available to the City, such as Measure W, they are not enough to fully fund compliance costs.

BACKGROUND: Mandated by Congress under the Clean Water Act, the NPDES Stormwater Management Program is a comprehensive national program for addressing sources of stormwater pollution that adversely affect the quality of water bodies of the United States. In California, the State Water Resources Control Board is responsible for implementing the NPDES Program. It regulates storm water discharges through an MS4 Permit. In Los Angeles, the Los Angeles Regional Water Quality Control Board (LARWQCB) is the permitting entity.

The City owns and operates a storm drain system. It captures storm water runoff that flows through the City's streets, into catch basins and pipes and discharges into the Los Angeles River and Rio Hondo Channel. Storm water runoff on City streets emanates from a number of sources such as rain, private property and public activities. It carries pollutants such as zinc, copper, bacteria and trash which impact water quality in the Los Angeles River and Rio Hondo Channel. As such, the City has had MS4 Permit with the LARWQCB since 2001. The new permit adopted by the LARWQCB covers the City.

MS4 Permits are issued every five years, and continue to be in effect until a new permit is issued. The last permit was issued in 2012, and was scheduled to expire in 2017. It continued to be effect until recently since a new permit had not been issued. On July 23, the LARWQCB issued a regional MS4 Permit that covers 95 cities, Los Angeles County, Ventura County and their two respective flood control districts. This permit will be in effect for five years starting September 11, 2021. Compliance with the MS4 Permit will continue to require:

- A planning and land development program to lessen water quality impacts of development, minimize pollutant loadings, reduce stormwater runoff volume and provide mitigation measures for new development and redevelopment projects.
- A development construction program to prevent illicit construction-related discharges of pollutants to the storm drain system by implementing and maintaining best management practices (BMPs).
- A public information and participation program to educate residents and businesses on stormwater BMPs.
- An industrial and commercial facilities program to inventory and inspect critical sources of potential stormwater pollution.
- A public agency activities program to inventory Public Agencies and implement general and activity specific BMPs such as street sweeping, trash collection, and litter removal, etc.
- An illicit connections and illicit discharges elimination program to detect, investigate, and eliminate illicit discharges into the storm drain system

The City is committed to complying with the new MS4 Permit. The City will continue to commit resources to street sweeping, trash collection, catch basin cleaning several times a year, catch basin stenciling to build public awareness that the drains lead to the ocean untreated, construction site

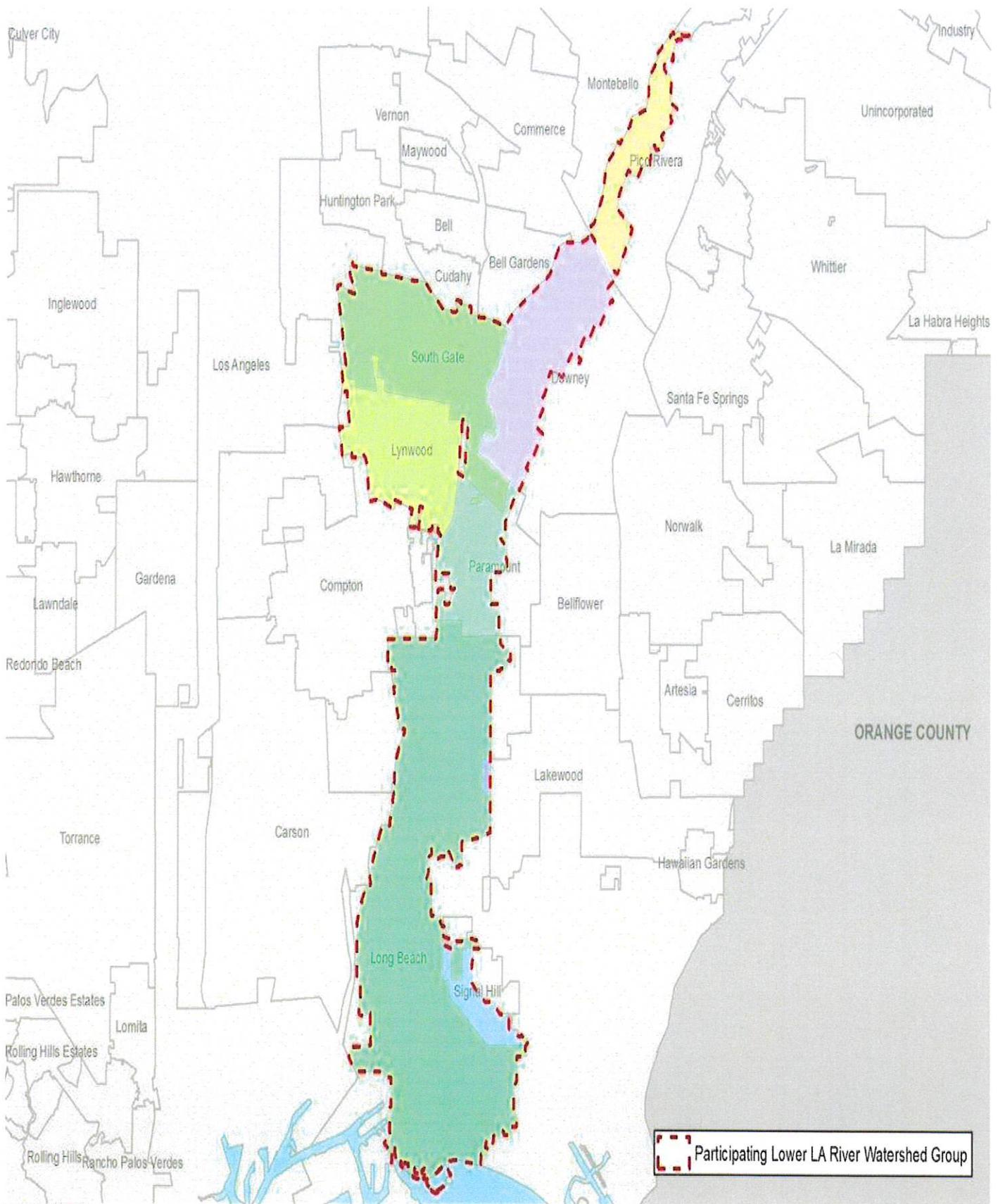
inspections, industrial/commercial site inspections for discharge of non-stormwater, reporting of illicit connections/discharges to the drainage system, public education for residents and businesses, watershed coordination activities, requiring development to comply with the Low Impact Development Program and incorporating storm water quality improvements into capital projects. This approach has yielded favorable results. For example, in the FY 2019/20 annual NPDES report, the City diverting and treating 6 acre-feet of stormwater and dry weather runoff, which is the 2nd highest volume in the LLAR watershed.

ATTACHMENTS:

- A. Lower Los Angeles River Watershed Map

GD:lc

Lower Los Angeles River Watershed Members



Last rev. 03/04/14

AUG 03 2021

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08/10/2021 3:10:08AM

Final Check List
CITY OF SOUTH GATE

Page: 1

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| 92718 | 6/8/2021 | 0008788 | HELPLINE YOUTH COUNSELING | 32382 | 7/29/2020 | 1ST QUARTER (JULY, AUG, & SE | 3,248.30 |
| | Voucher: | 92718 | | | 10/16/2020 | 2ND QUARTER (OCT, NOV, & DE | 2,548.04 |
| | | | | 32910 | 1/6/2021 | 3RD QUARTER RENTAL & UTILIT | 25,932.39 |
| | | | | 32616 | 10/1/2020 | 2ND QUARTER RENTAL & UTILIT | 50,031.76 |
| | | | | 32301 | 7/15/2020 | 1 QUARTER RENTAL & UTILITY A | 13,037.58 |
| | | | | | | | 94,798.07 |

1 check in this report.

Grand Total All Checks: 94,798.07

Item No. 13a

PARTIAL WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 8/10/2021
(CHECK NOT APPROVED ON 6/8/2021)

TOTAL PART I - ACCOUNTS PAYABLE CHECK

94,798.07

GRAND TOTAL

94,798.07

AUG 03 2021

WARRANT REGISTER FOR COUNCIL MEETING 8/10/2021 (FY 2021/22)

PART I

apChkLst
07/21/2021 3:10:28PM

Final Check List
CITY OF SOUTH GATE

Page: 1

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 93413 | 7/22/2021 | 0012107 | CALIFORNIA STATE DISBURSEMENT Ben287832 | 7/22/2021 | CA STATE DISB. UNIT: PAYMENT | 115.38 | 115.38 |
| | | Voucher: | | | | | |
| 93414 | 7/22/2021 | 00002138 | FRANCHISE TAX BOARD Ben287828 | 7/22/2021 | GARNISHMENT - FRANCHISE TA | 396.14 | 396.14 |
| | | Voucher: | | | | | |
| 93415 | 7/22/2021 | 0009920 | OCSE CLEARINGHOUSE SDU Ben287830 | 7/22/2021 | GARNISHMENT - AR CHILD SUPP | 324.00 | 324.00 |
| | | Voucher: | | | | | |
| Sub total for BANK OF THE WEST: | | | | | | | 835.52 |

3 checks in this report.

Grand Total All Checks: 835.52

WARRANT REGISTER FOR COUNCIL MEETING 8/10/2021 (FY 2020/21)

PART II

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07/21/2021 3:46:17PM

Final Check List
CITY OF SOUTH GATE

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| 93416 | 7/21/2021 | 0007294 | KOA CORPORATION | JC06090-6 | 5/3/2021 | 3/29/21-5/2/21: CONSTRUCTION | 25,370.00 | |
| | Voucher: | | JC06148-4 | 5/27/2021 | 3/30/21-5/30/21: CONSTRUCTION | 14,806.50 | | |
| | | | JC06148-3 | 5/3/2021 | 3/29/21-5/2/21: CONSTRUCTION | 13,500.00 | 53,676.50 | |
| 93417 | 7/21/2021 | 0008506 | MUNITEMPS | 129953 | 5/14/2021 | W/E 5/9/21: PW PROJECT MANA | 5,600.00 | |
| | Voucher: | | 129958 | 5/28/2021 | W/E 5/23/21: PW PROJECT MANA | 5,600.00 | | |
| | | | 129962 | 6/11/2021 | W/E 6/6/21: PW PROJECT MANA | 5,600.00 | | |
| | | | 129968 | 6/25/2021 | W/E 6/20/21: PW PROJECT MANA | 5,600.00 | | |
| | | | 129883 | 11/27/2020 | W/E 11/22/20: PW PROJECT MANA | 4,000.00 | 26,400.00 | |
| 93418 | 7/21/2021 | 00004338 | SEQUEL CONTRACTORS INC | 569-6 | 4/26/2021 | 3/21/21-4/20/21: STREET IMPROV | 277,805.17 | 277,805.17 |
| | Voucher: | | | | | | | |
| 93419 | 7/21/2021 | 00004865 | SO CALIF EDISON | 6/22/2021 | 6/22/2021 | BILLING PRD JUNE 2021 & EE/Ot | 106,501.39 | 106,501.39 |
| | Voucher: | | | | | | | |
| 93420 | 7/21/2021 | 00000028 | WATER REPLENISHMENT DIST | MAY 2021 | 7/13/2021 | MAY 2021: ALPHA# 4590 GROUND | 288,234.28 | 288,234.28 |
| | Voucher: | | | | | | | |
| Sub total for BANK OF THE WEST: | | | | | | | 752,617.34 | |
| 5 checks in this report. | | | | | | | Grand Total All Checks: | 752,617.34 |

Gray highlights indicate prepaid checks

WARRANT REGISTER FOR COUNCIL MEETING 8/10/2021 (FY 2021/22)

PART III

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07/21/2021 4:23:27PM

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| 93421 | 7/21/2021 | 00002399 ICRMA | 4250 | 7/1/2021 | FY 21/22 LIABILITY PROGRAM A | 288,528.77 | 288,528.77 |
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Gray highlights indicate prepaid checks.

WARRANT REGISTER FOR COUNCIL MEETING 8/10/2021 (FY 2020/21)

PART IV

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07/28/2021 10:30:02AM

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| 93422 | 7/28/2021 | 00004338 | SEQUEL CONTRACTORS INC | 596-7 | 5/24/2021 | APRIL 21, 2021-MAY 20, 2021ST II | 564,250.89 | 564,250.89 |
| | | Voucher: | | | | | | |
| 93423 | 7/28/2021 | 00004865 | SO CALIF EDISON | 6/14/2021 | 7/27/2021 | BILLING PRD JUNE 2021 & EE/Ot | 157,720.42 | 157,720.42 |
| | | Voucher: | | | | | | |
| 93424 | 7/28/2021 | 00001928 | U.S. POSTAL SVC/PITNEY BO | JUNE 2021 | 7/4/2021 | JUNE 2021 POSTAGE | 1,803.69 | |
| | | Voucher: | | | | | | |
| | | | MAY 2021 | 6/3/2021 | MAY 2021 POSTAGE | 1,470.99 | 3,274.68 | |
| Sub total for BANK OF THE WEST: | | | | | | | 725,245.99 | |
| 3 checks in this report. | | | | | | | Grand Total All Checks: | 725,245.99 |

Gray highlights indicate prepaid checks

WARRANT REGISTER FOR COUNCIL MEETING 8/10/2021 (FY 2020/21)

PART Va

apChkLst
08/02/2021 5:14:09PM

Final Check List
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| 93425 | 8/10/2021 | 0012754 | AARC CONSULTANTS, LLC | 2021-5392 | 6/30/2021 | RISK & RESILIENCE ASSESS & E | 3,675.75 | 3,675.75 |
| | | Voucher: | | | | | | |
| 93426 | 8/10/2021 | 00000688 | AARDVARK | PIN12501 | 5/27/2021 | LIBERATOR IV TACTICAL HEADS | 5,641.21 | 5,641.21 |
| | | Voucher: | | | | | | |
| 93427 | 8/10/2021 | 00004280 | ADAMSON POLICE PRODUCTS | INV353787 | 5/19/2021 | REPLINISH CURRENT CHEMICAL | 2,485.94 | |
| | | Voucher: | | INV355855 | 6/16/2021 | DEFTECH 40MM LAUNCHER ANI | 1,811.63 | 4,297.57 |
| 93428 | 8/10/2021 | 00001467 | ADMINISTRATIVE SERV. CO-OP | 11797 | 6/30/2021 | JUN 2021: SERVICES FOR DIAL-7 | 45,240.31 | |
| | | Voucher: | | 11745 | 6/30/2021 | JUN 2021: SENIOR MEALS DELIV | 2,334.00 | 47,574.31 |
| 93429 | 8/10/2021 | 00004372 | AIRGAS USA, LLC | 9114692998 | 7/22/2021 | CARBON DIOXIDE FOR POOL | 248.43 | |
| | | Voucher: | | 9114844438 | 6/29/2021 | CARBON DIOXIDE FOR POOL | 271.56 | 519.99 |
| 93430 | 8/10/2021 | 00000185 | ALL CITY MANAGEMENT SERVICE | 71108 | 6/16/2021 | 5/30/2021-06/12/21 (864 HRS) SCI | 18,653.76 | |
| | | Voucher: | | 71284 | 6/30/2021 | 6/13/21-6/26/21 (12 HRS) SCHOO | 259.08 | |
| | | | | 70858 | 6/2/2021 | 5/16/21-05/29/21 (952.5 HRS) SCH | 20,564.48 | 39,477.32 |
| 93431 | 8/10/2021 | 00000706 | ALTEC INDUSTRIES, INC. | 50796838 | 6/22/2021 | ANNUAL SERVICE INSPECTIONS | 890.17 | |
| | | Voucher: | | 50796842 | 6/22/2021 | ANNUAL SERVICE INSPECTIONS | 981.14 | 1,871.31 |
| 93432 | 8/10/2021 | 0009798 | ANIMAL FRIENDS PET HOTEL | 440912 | 6/23/2021 | VETERINARY SERVICES FOR M/ | 386.50 | 386.50 |
| | | Voucher: | | | | | | |
| 93433 | 8/10/2021 | 0007290 | APW KNOX-SEEMAN | 16565778 | 6/17/2021 | 3- FUEL FILTER AND 24- OIL FILT | 111.90 | |
| | | Voucher: | | 16607705 | 6/29/2021 | UNIT# 207 OXYGEN SENSOR | 30.24 | |
| | | | | 16613050 | 6/30/2021 | FLEET RUNNER, ALIGN PULLEY | 118.64 | |
| | | | | 16607704 | 6/29/2021 | UNIT#207 FUEL CAPS & OXYGEN | 40.62 | 301.40 |
| 93434 | 8/10/2021 | 0012667 | ARCHITERRA DESGIN GROUP | 28459 | 6/30/2021 | 5/25/21-6/24/21: LANDSCAPE ORI | 1,640.00 | 1,640.00 |
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| 93435 | 8/10/2021 | 00005075 AT&T | 16553702 | 6/1/2021 | 05/01/21-05/31/21 BAN: 93910347 | 43.98 | |
| | Voucher: | | 16557481 | 6/1/2021 | 05/01/20-05/31/2020 BAN: 939106 | 1,774.67 | |
| | | | 16406917 | 5/1/2021 | 04/01/21-04/30/21 BAN: 93910689 | 1,774.67 | |
| | | | 16403138 | 5/1/2021 | 04/01/21-04/30/21 BAN: 93910347 | 43.62 | |
| | | | 16609958 | 6/13/2021 | 05/13/21-06/12/21-BAN: 93910347 | 114.82 | |
| | | | 1646664 | 5/13/2021 | 04/13/21-05/12/21 BAN: 93910347 | 1,165.52 | |
| | | | 16466665 | 5/13/2021 | BP -4/13/21-05/12/21-BAN: 939103 | 1,469.90 | |
| | | | 16466666-A | 6/13/2021 | 05/13/21-06/12/21 BAN: 93910347 | 2,636.80 | |
| | | | 16609957 | 6/13/2021 | 05/13/21-06/12/2021 BAN: 939103 | 17.96 | |
| | | | 16756875 | 7/13/2021 | 06/13/21-07/12/21-BAN: 93910347 | 23.67 | |
| | | | 16466666 | 5/13/2021 | 04/13/21-05/15/21 BAN: 93910347 | 2,636.74 | |
| | | | 16756870 | 6/13/2021 | BP -6/13/21-07/12/21-BAN: 939103 | 1,414.84 | |
| | | | 16466670 | 5/13/2021 | 04/13/21-05/12/21-BAN: 93910347 | 23.67 | |
| | | | 1646667 | 5/13/2021 | 04/13/21-05/12/2021 BAN: 939103 | 17.96 | |
| | | | 16609954 | 6/13/2021 | 05/13/21-06/12/21-BAN: 93910347 | 1,165.52 | |
| | | | 16609953 | 6/13/2021 | 05/13/21-06/12/21- BAN: 93910347 | 684.91 | |
| | | | 16609960 | 6/13/2021 | 05/13/21-06/12/21-BAN: 93910347 | 23.67 | |
| | | | 16693425 | 7/1/2021 | 06/01/21-06/30/21 BAN: 93910689 | 1,774.67 | |
| | | | 16689646 | 7/1/2021 | BP-06/01/21-06/30/2021 BAN: 939 | 43.98 | |
| | | | 16756872 | 7/13/2021 | 06/13/21-07/12/2021 BAN: 939103 | 17.96 | |
| | | | 16756869 | 7/13/2021 | 06/13/21-07/12/21 BAN: 93910347 | 1,165.52 | |
| | | | 16756868 | 7/13/2021 | 06/13/21-07/12/21- BAN: 93910347 | 683.67 | |
| | | | 16756873 | 7/13/2021 | 06/13/21-07/12/21-BAN: 93910347 | 114.85 | |
| | | | 16756871 | 7/13/2021 | 06/13/21-07/12/21 BAN: 93910347 | 2,636.19 | |
| | | | 16609955 | 6/13/2021 | BP -5/13/21-06/12/21-BAN: 939103 | 1,469.46 | |
| | | | 16466668 | 5/13/2021 | 04/13/21-05/12/21-BAN: 93910347 | 114.77 | |
| | | | 16466663 | 5/13/2021 | BP-04/13/21-05/12/21 BAN: 93910 | 684.80 | 23,738.79 |
| 93436 | 8/10/2021 | 00000201 ATLANTIC LOCK & KEY | 00301 | 5/27/2021 | PROGRAMMING AND SERVICE C | 415.12 | 415.12 |
| | Voucher: | | | | | | |
| 93437 | 8/10/2021 | 0012831 ATLAS AUTO BODY | 6478-1 | 3/4/2021 | UNIT#140 ORIGINAL ESTIMATE F | 6,848.66 | 6,848.66 |
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| 93438 | 8/10/2021 | 0010585 | AUTOZONE STORES, INC. | 5488390764 | CREDIT: RETURNED PART, INVO | -160.19 | |
| | Voucher: | | 5488391996 | | CREDIT: RETURNED PART, INVO | -9.72 | |
| | | | 5488384350 | 5/20/2021 | COMM HALOGEN CAPSULE | 11.15 | |
| | | | 5488384344 | 5/20/2021 | COMMERICAL 10PK MINI BULBS | 15.20 | |
| | | | 5488426206 | 6/28/2021 | UNIT#172 AIR CONDITIONER CO | 339.67 | 196.11 |
| 93439 | 8/10/2021 | 0011336 | AVANT-GARDE INC. | 7092 | JUN 2021: 2ND YEAR OF CONTR | 31,395.00 | |
| | Voucher: | | 6763 | 2/16/2021 | FEB 2021: 2ND YEAR OF CONTR | 10,660.00 | 42,055.00 |
| 93440 | 8/10/2021 | 0007921 | BADGER METER, INC. | 1445037 | 7/8/2021 STOCK REPL OF 2" WATER METI | 19,263.47 | 19,263.47 |
| | Voucher: | | | | | | |
| 93441 | 8/10/2021 | 0010615 | BEARCOM | 5192362 | 5/3/2021 MAY 2021: RENEWAL 7/1/20-6/30/ | 2,028.70 | 2,028.70 |
| | Voucher: | | | | | | |
| 93442 | 8/10/2021 | 0008396 | BLUE DIAMOND MATERIALS | 2264205 | 6/21/2021 COLD MIX CONCRETE | 413.66 | |
| | Voucher: | | 2278351 | 6/26/2021 | CONCRETE COLD MIX | 26.86 | 440.52 |
| 93443 | 8/10/2021 | 0005554 | CALIFORNIA BLDNG STANDARDS | APRIL-JUNE 2021 | 7/8/2021 APRIL-JUN 2021: BLDG STANDAF | 742.50 | |
| | Voucher: | | JAN-MARCH 2021 | 7/8/2021 | JAN-MARCH 2021: BLDG STAND/ | 301.50 | 1,044.00 |
| 93444 | 8/10/2021 | 00000898 | CENTRAL BASIN MUNI WATER DISG- | JUN21 | 7/14/2021 JUNE 2021- WATER USAGE- CB I | 22,469.00 | 22,469.00 |
| | Voucher: | | | | | | |
| 93445 | 8/10/2021 | 0006239 | CENTRAL FORD | C73095 | 6/23/2021 DIAGNOSIS PROCEDURE | 1,728.28 | |
| | Voucher: | | C75192 | 6/22/2021 | PERFORMED DIAGNOSIS PROC. | 160.00 | |
| | | | 374748 | 6/30/2021 | UNIT#444 INTERIOR MOLDING | 133.03 | 2,021.31 |
| 93446 | 8/10/2021 | 0005839 | CHAMPION CHRYSLER JEEP DOI | 618314 | 12/11/2020 1- LAMP SIDE | 27.90 | |
| | Voucher: | | 618562 | 12/16/2020 | FUEL CAP, LAMP, DETECTOR AN | 117.66 | |
| | | | 630867 | 5/7/2021 | RADIATOR ENGINE | 432.96 | |
| | | | 635068 | 6/28/2021 | DODGE DURANGE OUTSIDE MIF | 245.52 | 824.04 |
| 93447 | 8/10/2021 | 0011708 | CLIENTFIRST TECHNOLOGY | 12716 | 6/30/2021 JUNE 2021 IT PROJECT MANAGE | 10,383.75 | |
| | Voucher: | | 12715 | 6/30/2021 | JUNE 2021 OFFICE 365 MIGRATI | 6,300.00 | |
| | | | 12623 | 5/31/2021 | MAY 2021 ASSISTANCE WITH RF | 2,505.00 | |
| | | | 12737 | 6/30/2021 | ASSISTANCE WITH RFP AND VEI | 1,560.00 | 20,748.75 |
| 93448 | 8/10/2021 | 00004583 | CODE PUBLISHING COMPANY | 69238 | 3/31/2021 SG MUNICIPAL CODE - WEB UPL | 244.50 | |
| | Voucher: | | 69459 | 4/19/2021 | MARCH 2021-2022 ANNUAL WEB | 480.00 | |
| | | | 69735 | 5/14/2021 | SG MUNICIPAL CODE - WEB UPL | 106.50 | |
| | | | 69920 | 5/20/2021 | MC-CUMULATIVE PRINT SUPPLE | 184.00 | 1,015.00 |

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
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| 93449 | 8/10/2021 | 0011922 | CONCENTRA MEDICAL CENTERS71405943 | 5/19/2021 | MEDICAL SERVICES FOR PD - DI | 104.00 | |
| | Voucher: | | 71766021 | 6/23/2021 | MEDICAL SERVICES FOR PD - DI | 52.00 | |
| | | | 71622334 | 6/2/2021 | 06/2/21 MEDICAL SERVICES FOF | 52.00 | |
| | | | 71485613 | 5/27/2021 | 05/23/21 MEDICAL SERVICES FO | 104.00 | |
| | | | 71689771 | 6/17/2021 | JUNE 11, 2021 MEDICAL SERVICE | 156.00 | |
| | | | 70823275 | 6/2/2021 | 3/20/2021 MEDICAL SERVICES FI | 239.00 | |
| | | | 71847840 | 6/30/2021 | 6/27/2021 MEDICAL SERVICES FI | 231.00 | 938.00 |
| 93450 | 8/10/2021 | 00003528 | CPS - HR CONSULTING 0003424 | 7/2/2021 | 6/30/2021 PROCTORING SERVIC | 989.50 | 989.50 |
| | Voucher: | | | | | | |
| 93451 | 8/10/2021 | 0005445 | CREATIVE BUS SALES 1541543 | 6/2/2021 | BUSES FOR GATE PROGRAM VII | 149,185.28 | |
| | Voucher: | | 1541544 | 6/2/2021 | BUSES FOR GATE PROGRAM VII | 149,185.28 | |
| | | | 1541545 | 6/2/2021 | BUSES FOR GATE PROGRAM VII | 149,185.28 | 447,555.84 |
| 93452 | 8/10/2021 | 00000314 | DAPEER ROSENBLIT & LITVAK LL18856 | 5/31/2021 | MAY 4-MAY 31, 2021- (CDBG) MU | 2,945.53 | 2,945.53 |
| | Voucher: | | | | | | |
| 93453 | 8/10/2021 | 00002706 | DATA TECHNOLOGIES INC, AC&C3017701-IN | 6/17/2021 | CONSULTING SERVICES INCLUD | 1,500.00 | 1,500.00 |
| | Voucher: | | | | | | |
| 93454 | 8/10/2021 | 00000696 | DEPT OF CONSERVATION DIVISI(JAN-MARCH 2021 | 7/20/2021 | JAN-MARCH 2021: STRONG MOT | 777.56 | |
| | Voucher: | | APRIL-JUNE 2021 | 7/20/2021 | APRIL-JUNE 2021: STRONG MO | 3,894.98 | 4,672.54 |
| 93455 | 8/10/2021 | 00001565 | DEPT OF JUSTICE-(DOJ) CENTR/520432 | 6/30/2021 | JUNE 2021 - FINGERPRINT APPS | 420.00 | 420.00 |
| | Voucher: | | | | | | |
| 93456 | 8/10/2021 | 0010124 | ELEC NOR BELCO ELECTRIC, INC14-0582-001R1 | 4/21/2021 | APR 2021: EMERGENCY CONDU | 28,355.61 | 28,355.61 |
| | Voucher: | | | | | | |
| 93457 | 8/10/2021 | 0013135 | EMP: DERAS, GLADYS 4/17/2021 | 4/17/2021 | REIMBURSEMENT FOR CITY HAI | 160.37 | 160.37 |
| | Voucher: | | | | | | |
| 93458 | 8/10/2021 | 00001917 | ENTENMANN - ROVIN CO. 0159408-IN | 6/25/2021 | BADGES REPAIR/REFINISH/REPI | 530.77 | 530.77 |
| | Voucher: | | | | | | |
| 93459 | 8/10/2021 | 00002026 | FEDERAL EXPRESS CORPORATI7-422-86793 | 7/2/2021 | FEDEX PRIORITY OVERNIGHT | 33.08 | |
| | Voucher: | | 7-326-53789 | 4/2/2021 | FEDEX PRIORITY OVERNIGHT | 66.90 | 99.98 |
| 93460 | 8/10/2021 | 0008331 | FORENSIC NURSE RESPONSE TI06/29/21 | 7/1/2021 | JUN 2021: SART EXAMS (1)S | 1,100.00 | 1,100.00 |
| | Voucher: | | | | | | |
| 93461 | 8/10/2021 | 0009042 | FORTEL TRAFFIC, INC. 10532 | 6/30/2021 | REPAIR WORK PARTS AND LABC | 3,675.65 | |
| | Voucher: | | 9758 | 6/30/2021 | DAMAGED AND MISSING SPEED | 10,312.32 | 13,987.97 |

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| 93462 | 8/10/2021 | 00004934 | GAS COMPANY | 130 500 9400 5 07 | 7/14/2021 | BILLING PRD- 06/10/21 -07/12/21 | 111.08 |
| | Voucher: | | | 186 100 7200 3 07 | 7/15/2021 | BILLING PRD- 06/11/21 -07/13/21 | 542.44 |
| | | | | 094 300 7500 3 07 | 7/19/2021 | BILLING PRD-6/15/21 -07/15/21 | 786.40 |
| | | | | 102 000 8100 7 07 | 7/14/2021 | BILLING PRD-6/10/21 -07/12/21 | 86.86 |
| | | | | 013-900-7300-3 07 | 7/15/2021 | BILLING PRD-6/11/21 -07/13/21 | 895.01 |
| | | | | 045 400 7300 6 07 | 7/15/2021 | BILLING PRD- 06/11/21 -07/13/21 | 23.36 |
| | | | | 134 700 9400 7 07 | 7/14/2021 | BILLING PRD- 06/10/21 -07/12/21 | 15.78 |
| | | | | 189 300 9500 7 77 | 7/20/2021 | BILLING PRD- 06/16/21 -07/16/21 | 1,431.61 |
| | | | | 083 407 6536 4 77 | 7/23/2021 | BILLING PRD- 06/21/21 -07/21/21 | 20.88 |
| | | | | 126 300 9600 1 07 | 7/15/2021 | BILLING PRD- 06/11/21 -07/13/21 | 21.83 |
| | | | | 049 200 7902 9 07 | 7/16/2021 | BILLING PRD- 06/14/21 -07/14/21 | 26.92 |
| | | | | 115 800 9600 3 07 | 7/15/2021 | BILLING PRD- 06/11/21 -07/13/21 | 2,631.51 |
| | | | | 132 600 9400 1 07 | 7/14/2021 | BILLING PRD-06/10/21 -07/12/21 | 41.50 |
| | | | | | | | 6,635.18 |
| 93463 | 8/10/2021 | 00002304 | GENERAL PUMP COMPANY | 28667 | 6/30/2021 | WELL PROFILING | 8,600.00 |
| | Voucher: | | | | | | 8,600.00 |
| 93464 | 8/10/2021 | 0010016 | GLOBAL PARATRANSIT INC. | 112021-12 | 7/10/2021 | JUN 2021: FIXED ROUTE (GATE) | 47,429.97 |
| | Voucher: | | | | | | 47,429.97 |
| 93465 | 8/10/2021 | 0013033 | HORIZON DISTRIBUTORS, INC. | 2E106033 | 7/6/2021 | IRRIGATION SYSTEM CONTROL | 8,360.15 |
| | Voucher: | | | | | | 8,360.15 |
| 93466 | 8/10/2021 | 00000681 | INDUSTRIAL MAINTENANCE SRV | 16571 | 7/15/2021 | WELL 26 MOTOR COOLANT TANI | 11,932.40 |
| | Voucher: | | | | | | 11,932.40 |
| 93467 | 8/10/2021 | 00004300 | INSTITUTE FOR LOCAL GOVERN | 2317 | 7/19/2021 | CITY COUNCIL GOVERNANCE W | 12,500.00 |
| | Voucher: | | | | | | 12,500.00 |
| 93468 | 8/10/2021 | 00004578 | INTERWEST CONSULTING GROU | 67526 | 3/22/2021 | FEB 2021: PLAN CHECK SERVIC | 18,220.95 |
| | Voucher: | | | 67909 | 4/14/2021 | MAR 2021: PLAN CHECK SERVIC | 15,515.39 |
| | | | | | | | 33,736.34 |
| 93469 | 8/10/2021 | 0011585 | JOHNSON CONTROLS FIRE | 22352698 | 6/28/2021 | 1/1/21-6/30/21: ANNUAL SERVICE | 152.50 |
| | Voucher: | | | 22350889 | 6/24/2021 | 1/1/20-6/30/21: ANNUAL SERVICE | 127.00 |
| | | | | | | | 279.50 |
| 93470 | 8/10/2021 | 0005443 | JTB SUPPLY COMPANY | 109106 | 6/30/2021 | BATTERY BACKUP CABINET ASS | 7,199.33 |
| | Voucher: | | | 109107 | 6/30/2021 | BATTERY BACKUP CABINET ASS | 14,398.65 |
| | | | | 109121 | 6/30/2021 | BATTERIES FOR TRAFFIC SIGNA | 8,202.60 |
| | | | | | | | 29,800.58 |
| 93471 | 8/10/2021 | 00003725 | KENNEDY/JENKS CONSULTANTS | 145242 | 3/16/2021 | THRU 2/26/21: AS-NEEDED HYDF | 2,402.50 |
| | Voucher: | | | | | | 2,402.50 |
| 93472 | 8/10/2021 | 0008150 | L.N. CURTIS & SONS | INV505373 | 7/6/2021 | COLLAR RANK ORNAMENTS: CA | 88.93 |
| | Voucher: | | | INV506483 | 7/9/2021 | COLLAR RANK ORNAMENTS:SEI | 36.74 |
| | | | | | | | 125.67 |

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| 93473 | 8/10/2021 | 0006905 | LA COUNTY SHERIFF'S DEPARTM212906BL | 7/9/2021 | JUNE 2021: FOOD FOR THE JAIL | 648.80 | 648.80 |
| | | Voucher: | | | | | |
| 93474 | 8/10/2021 | 0012590 | LA TRUCK & AUTO INC, NAPA AU 5156-197754 | 6/30/2021 | UNIT#151 DISC BRAKE PADS | 97.06 | |
| | | Voucher: | 5156-197256 | 6/24/2021 | UNIT#130 FRONT & REAR SUSPI | 331.12 | |
| | | | 5156-197521 | 6/28/2021 | UNIT#160 WHEEL BEARING | 145.03 | |
| | | | 5156-197026 | 6/22/2021 | BLACK NITRILE GLOVES | 324.02 | |
| | | | 5156-197779 | 6/30/2021 | UNIT#151 BRAKE PADS | 97.06 | |
| | | | 5156-193481 | 5/19/2021 | AUTOMOTIVE PARTS | 10.13 | |
| | | | 5156-197528 | 6/28/2021 | UNIT# 160 SPARK PLUGS | 59.20 | |
| | | | 5156-197226 | 6/24/2021 | UNIT#160 FRONT BRAKES & TR/ | 463.54 | |
| | | | 188616 | | CREDIT: RETURNED PART, INVO | -94.45 | |
| | | | 188704 | | CREDIT: RETURNED PART, INVO | -297.68 | |
| | | | 188620 | | CREDIT: RETURNED PART, INVO | -33.31 | |
| | | | 188619 | | CREDIT: RETURNED PART, INVO | -129.85 | |
| | | | 188618 | | CREDIT: RETURNED PART, INVO | -270.63 | |
| | | | 188617 | | CREDIT: RETURNED PART, INVO | -146.40 | 554.84 |
| 93475 | 8/10/2021 | 0009326 | LASER TECHNOLOGY, INC 181137 | 6/22/2021 | FAROZONE PROGRAM PLUS DC | 2,750.74 | |
| | | Voucher: | 181094 | 6/17/2021 | QM3D TABLET KIT | 1,571.06 | 4,321.80 |
| 93476 | 8/10/2021 | 00004292 | LEVERAGE INFORMATION SYSTE2130668 | 3/19/2021 | 10/20/20-1/6/21: TIME AND MATEF | 1,615.35 | 1,615.35 |
| | | Voucher: | | | | | |
| 93477 | 8/10/2021 | 00004384 | LIEN ON ME, INC. 10332071 | 4/13/2021 | MEDICAL REVIEW FOR C. COND | 144.83 | 144.83 |
| | | Voucher: | | | | | |
| 93478 | 8/10/2021 | 00003793 | LONG BEACH BMW MOTORCYCL40322 | 5/18/2021 | BATTERIES, BRAKE FLUSH, BMV | 1,124.83 | |
| | | Voucher: | 40720 | 6/21/2021 | HEADLAMP LOW BEAM | 60.76 | 1,185.59 |
| 93479 | 8/10/2021 | 0011575 | MERCHANTS BUILDING 633585 | 6/30/2021 | JUN 2021: MBM ANNUAL JANITOI | 19,257.44 | 19,257.44 |
| | | Voucher: | | | | | |
| 93480 | 8/10/2021 | 0008224 | MIKE RAAHAUGE SHOOTING EN 1589 | 7/7/2021 | JUNE 23, 2021 TRAINING RANGE | 264.00 | 264.00 |
| | | Voucher: | | | | | |
| 93481 | 8/10/2021 | 0011448 | MNS ENGINEERS, INC. 78022 | 6/15/2021 | MAY 2021 PROFESSIONAL SER F | 27,812.68 | 27,812.68 |
| | | Voucher: | | | | | |
| 93482 | 8/10/2021 | 0009990 | NATURE'S SELECT PET FOOD 4181 | 4/21/2021 | DOG FOOD COOK/MAIKO (04/22/ | 96.95 | |
| | | Voucher: | 4180 | 4/16/2021 | DOG FOOD VEGA/MAILLO (04/17/; | 100.40 | |
| | | | 4283 | 6/24/2021 | DOG FOOD MENDEZ/OTIS (06/14 | 96.95 | |
| | | | 4179 | 4/12/2021 | DOG FOOD MENDEZ/OTIS (04/13 | 99.95 | 394.25 |

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| 93483 Voucher: | 8/10/2021 | 0009134 | NORTHGATE MARKET | 88404 | 6/23/2021 | CDBG FOOD INSECURITY PROG | 8,133.99 | |
| | | | | 88523 | 6/27/2021 | CDBG FOOD INSECURITY PROG | 9,079.63 | |
| | | | | 88078 | 6/7/2021 | CDBG FOOD INSECURITY PROG | 6,153.49 | |
| | | | | 88079 | 6/7/2021 | CDBG FOOD INSECURITY PROG | 6,435.44 | |
| | | | | 88318 | 6/16/2021 | CDBG FOOD INSECURITY PROG | 7,910.89 | |
| 93484 Voucher: | 8/10/2021 | 0012202 | NUMA NETWORKS | 30007 | 6/11/2021 | 6/10/21: SERVICES: DATTO BACK | 805.00 | 37,713.44 805.00 |

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| 93486 | 8/10/2021 | 00001414 OFFICE DEPOT | 180550289001 | | CREDIT: RETURNED PART, INVO | -27.76 | |
| | Voucher: | | 179191019001 | 6/17/2021 | HANGING FILE FOLDERS | 9.79 | |
| | | | 500897526001 | 8/11/2021 | CHANGE TRAY | 27.76 | |
| | | | 174914044001 | 6/2/2021 | PAPER, OFFICE SUPPLIES | 122.49 | |
| | | | 174914587001 | 6/3/2021 | ERGONOMIC WRISTREST | 13.00 | |
| | | | 178004413001 | 6/9/2021 | TONER, OFFICE SUPPLIES | 160.20 | |
| | | | 178467858001 | 6/18/2021 | PAPER, TONER, OFFICE SUPPLI | 386.22 | |
| | | | 177806037001 | 6/10/2021 | FILE FOLDERS, CAN AIR, PORTF | 59.92 | |
| | | | 179231972001 | 6/17/2021 | OFFICE SUPPLIES | 109.83 | |
| | | | 179232710001 | 6/18/2021 | OFFICE SUPPLIES | 3.30 | |
| | | | 177806165001 | 6/11/2021 | OFFICE SUPPLIES | 10.22 | |
| | | | 177908285001 | 6/15/2021 | SIGN FRAMES WITH SUCTION C | 115.30 | |
| | | | 177908286001 | 6/20/2021 | CORK BULLETIN BOARD | 30.58 | |
| | | | 177908299001 | 6/15/2021 | OFFICE SUPPLIES | 44.74 | |
| | | | 174625634001 | 6/1/2021 | INK CARTRIDGES | 665.27 | |
| | | | 174626935001 | 6/2/2021 | INK CARTRIDGE | 149.54 | |
| | | | 178404775001 | 6/9/2021 | USB FLASH DRIVES, OFFICE SU | 116.29 | |
| | | | 177373582001 | 6/3/2021 | LABELS | 75.47 | |
| | | | 177374280001 | 6/3/2021 | OFFICE SUPPLIES | 76.09 | |
| | | | 177374281001 | 6/4/2021 | LABELS | 45.28 | |
| | | | 173277410001 | 6/2/2021 | TONER | 78.71 | |
| | | | 176050109001 | 6/11/2021 | OFM ESSENTIALS BONDED LEA | 198.44 | |
| | | | 176590714001 | 6/3/2021 | WALL FILE RACK ORGANIZER | 35.27 | |
| | | | 176591095001 | 6/2/2021 | LIQUID HAND SOAP | 28.64 | |
| | | | 176591096001 | 6/3/2021 | FIRST AID TAPE | 7.04 | |
| | | | 177128054001 | 6/3/2021 | TONER | 146.62 | |
| | | | 178082897001 | 6/9/2021 | LABELS, SHELF BIN | 84.51 | |
| | | | 177895736001 | 6/10/2021 | TONER | 995.43 | |
| | | | 178168091001 | 6/15/2021 | OFFICE SUPPLIES | 86.15 | |
| | | | 179238028001 | 6/22/2021 | FLASH FURNITURE WOOD MOBI | 137.80 | |
| | | | 178168971001 | 6/15/2021 | OFFICE SUPPLIES | 16.21 | |
| | | | 178713532001 | 6/17/2021 | TONER | 457.74 | |
| | | | 177028732001 | 6/17/2021 | TONER, OFFICE SUPPLIES | 764.61 | |
| | | | 177060069001 | 6/17/2021 | TONER | 248.01 | |
| | | | 174847739001 | 6/2/2021 | OFFICE SUPPLIES | 89.71 | |

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| | | | 174918839001 | 6/2/2021 | OFFICE SUPPLIES | 39.34 | |
| | | | 174918847001 | 6/3/2021 | OFFICE SUPPLIES | 39.34 | |
| | | | 176607661001 | 6/9/2021 | TONER | 1,158.51 | |
| | | | 177896405001 | 6/22/2021 | BATTERY BACKUP | 129.52 | |
| | | | 177896877001 | 6/18/2021 | OFFICE SUPPLIES, WRISTWRES | 188.23 | |
| | | | 176790454001 | 6/9/2021 | OFFICE SUPPLIES | 41.04 | |
| | | | 176793896001 | 6/9/2021 | OFFICE SUPPLIES | 60.58 | |
| | | | 176822246001 | 6/2/2021 | TONER, OFFICE SUPPLIES | 741.45 | |
| | | | 178367878001 | 6/15/2021 | OFFICE SUPPLIES | 135.74 | |
| | | | 178368079001 | 6/15/2021 | OFFICE SUPPLIES | 9.02 | |
| | | | 176369638001 | 6/3/2021 | TOWER FAN | 122.34 | |
| | | | 176370803001 | 6/3/2021 | TONER, OFFICE SUPPLIES | 590.30 | |
| | | | 176370807001 | 6/4/2021 | 2 FANS | 151.02 | |
| | | | 171952199001 | 6/15/2021 | WEBCAM, KEYBOARD, USB MEM | 80.45 | |
| | | | 171952199002 | 6/16/2021 | USB MEMORY CARD READER | 19.28 | |
| | | | 172606025001 | 6/16/2021 | USB FLASH DRIVE | 77.16 | |
| | | | 172605766001 | 6/15/2021 | LASER MOUSE, WRIST REST/MC | 58.18 | |
| | | | 177899388001 | 6/17/2021 | SANITIZER, DISINFECTANT WIPE | 1,128.09 | 10,338.01 |
| 93487 | 8/10/2021 | 00001414 OFFICE DEPOT | 179448913 | 6/16/2021 | TEN ADMIN CONFERENCE ROOI | 19,748.53 | 19,748.53 |
| | | Voucher: | | | | | |
| 93488 | 8/10/2021 | 0006418 ORANGE COUNTY TREASURER | SH 59375 | 6/16/2021 | MAY 2021 RANGE FEES | 222.96 | 222.96 |
| | | Voucher: | | | | | |
| 93489 | 8/10/2021 | 0012449 ORANGE CYCLE INC. | 9098 | 5/29/2021 | BATTERY PACKS FOR PATROL E | 1,131.30 | 1,131.30 |
| | | Voucher: | | | | | |

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
| 93490 | 8/10/2021 | 0007984 | O'REILLY AUTO PARTS | 3063-410954 | 6/9/2021 | SOCKET AND MULTI SOCK | 28.36 | |
| | Voucher: | | 3063-411552 | 6/12/2021 | WATER PUMP, THERMOSTAT TEI | 265.43 | | |
| | | | 3063-412983 | 6/21/2021 | GASKET SEAL | 85.97 | | |
| | | | 3063-411939 | 6/15/2021 | UNIT#357 STOCK ITEMS (LIGHTS | 117.43 | | |
| | | | 3063-414557 | 6/30/2021 | UNIT#666 IDLE AIR CONTROL VA | 54.68 | | |
| | | | 3063-402723 | 4/19/2021 | 4- 10.3 OZ SILICONE | 41.85 | | |
| | | | 3063-401825 | 4/14/2021 | 2-PILOT LIGHT | 49.04 | | |
| | | | 3063-388505 | 1/25/2021 | 1-FUEL INJ 1- CORE CHARGE | 467.67 | | |
| | | | 3063-413549 | 6/24/2021 | VBELT, ALTERNATOR AND CORE | 214.91 | | |
| | | | 3063-364457 | 8/25/2021 | 2-HOOD SUPPORT | 49.86 | | |
| | | | 3063-372019 | 10/8/2021 | 2-HOOD SUPPORT | 213.24 | | |
| | | | 3063-397426 | 3/20/2021 | 1- MICRO V BELT 1 CERMAIC PA | 103.16 | | |
| | | | 3063-402753 | 4/19/2021 | HAZARDOUS MATERIALS | 68.76 | 1,760.36 | |
| 93491 | 8/10/2021 | 0011294 | PARKWOOD LANDSCAPE | 101750 | 6/30/2021 | JUN 2021: ANNUAL LANDSCAP M | 28,227.00 | |
| | Voucher: | | 101801 | 7/19/2021 | SEP 2020 - MAY 2021: ANNUAL L | 46,500.00 | 74,727.00 | |
| 93492 | 8/10/2021 | 0009396 | PD: GONZALEZ, JOSE LUIS | 1-3041 | 7/20/2021 | JUNE 21-24, 2021 TRAINING DEF | 332.16 | |
| | Voucher: | | | | | | 332.16 | |
| 93493 | 8/10/2021 | 0013095 | PD: HERNANDEZ, OSCAR | 1-3036-A | 7/20/2021 | JUNE 21-25, 2021 TRAINING 832 | 73.82 | |
| | Voucher: | | | | | | 73.82 | |
| 93494 | 8/10/2021 | 0008712 | PD: MARIN, DERRICK | 1-3041 | 7/20/2021 | JUNE 21-24, 2021 TRAINING DEF | 332.16 | |
| | Voucher: | | | | | | 332.16 | |
| 93495 | 8/10/2021 | 0012846 | PECKHAM & MCKENNEY, INC. | #2 DIR OF COMM | 7/19/2021 | EXECUTIVE SEARCH - RECRUIT | 8,333.33 | |
| | Voucher: | | #2 POLICE CHIEF | 7/19/2021 | EXECUTIVE SEARCH - RECRUIT | 9,000.00 | 17,333.33 | |
| 93496 | 8/10/2021 | 00004713 | PETTY CASH- PARKS & REC.DEP5/25/21-6/30/21 | 7/21/2021 | 5/25/21-6/30/21: PETTY CASH RE | 135.84 | 135.84 | |
| | Voucher: | | | | | | | |
| 93497 | 8/10/2021 | 00004714 | PETTY CASH- POLICE DEPT. - | 5/3/2021-7/21/21 | 7/21/2021 | 5/03/2021-7/12/2021: JM - PETTY | 165.18 | |
| | Voucher: | | AA-2/10/21-6/28-2 | 6/30/2021 | PETTY CASH- POLICE DEPT-AA- | 484.28 | 649.46 | |
| 93498 | 8/10/2021 | 00002335 | PITNEY BOWES | 3104818266 | 6/25/2021 | 04/30/21-07/29/2021: POSTAGE M | 1,341.92 | |
| | Voucher: | | | | | | 1,341.92 | |
| 93499 | 8/10/2021 | 0011254 | PULSIAM | 7526 | 6/1/2021 | UPGRADE SAFETYNET RMS INC | 6,133.50 | |
| | Voucher: | | | | | | 6,133.50 | |
| 93500 | 8/10/2021 | 00001322 | PVP COMMINCATIONS INC. | 129499 | 6/29/2021 | LABOR: REPAIR OF HELMET FOI | 110.00 | |
| | Voucher: | | | | | | 110.00 | |

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| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
| 93501 | 8/10/2021 | 00000416 | RAPID-O-PRINT | 23053 | 5/26/2021 | 10,000 DOOR HANGERS WATER | 1,389.15 | |
| | Voucher: | | | 23159 | 6/16/2021 | 10,000 DOOR HANGERS WATER | 1,389.15 | |
| | | | | 22342 | 3/1/2021 | 10000 DOOR HANGERS PUBLIC | 1,608.55 | |
| | | | | 23072 | 6/4/2021 | #10 NON WINDOW WITH RETURI | 395.80 | 4,782.65 |
| 93502 | 8/10/2021 | 0011545 | RELX, INC. | 1431080-2021043 | 4/30/2021 | APRIL 2021-MONTHLY SUBSCRIP | 732.45 | |
| | Voucher: | | | 1431080-2021053 | 5/31/2021 | MAY 2021-MONTHLY SUBSCRIP | 732.45 | |
| | | | | 1431080-2021063 | 6/30/2021 | JUNE 2021-MONTHLY SUBSCRIP | 732.45 | 2,197.35 |
| 93503 | 8/10/2021 | 00004804 | RIO HONDO COMMUNITY COLLE | S21-148-ZSGT | 7/7/2021 | MAY 20, 2021 P.O.S.T. DRIVER TI | 50.02 | 50.02 |
| | Voucher: | | | | | | | |
| 93504 | 8/10/2021 | 0007637 | RSG, INC | 1007370 | 5/31/2021 | 2020-21 SUCCESSOR AGENCY S | 4,064.64 | |
| | Voucher: | | | 1007375 | 5/31/2021 | HABITAT PROJECT - LONG BEAC | 3,870.00 | |
| | | | | 1007380 | 5/31/2021 | GENERAL HOUSING PROGRAM, | 3,135.00 | |
| | | | | 1007392 | 5/31/2021 | 5821 FIRESTONE BL DDA - GENE | 846.25 | |
| | | | | 1007364 | 5/31/2021 | ANTI-GENTRIFICATION TOOLKIT | 80.00 | 11,995.89 |
| 93505 | 8/10/2021 | 00000322 | SAM'S CLUB | 006205 | 6/28/2021 | SPECIAL EVENTS - CONCERTS I | 60.27 | 60.27 |
| | Voucher: | | | | | | | |
| 93506 | 8/10/2021 | 00000557 | SAN DIEGO POLICE EQUIPMENT | 648240 | 6/30/2021 | BUSCH PROTECTIVE BALLISTIC | 5,788.13 | 5,788.13 |
| | Voucher: | | | | | | | |
| 93507 | 8/10/2021 | 00004834 | SECURITY SIGNAL DEVICES | SYSJ-601001708 | 6/8/2021 | SECURITY CAMERAS FOR DB P/ | 5,390.99 | 5,390.99 |
| | Voucher: | | | | | | | |
| 93508 | 8/10/2021 | 00002616 | SHRED-IT US JV LLC | 8182344916 | 6/30/2021 | JUNE 2021: SHREDDING OF DOC | 88.20 | 88.20 |
| | Voucher: | | | | | | | |
| 93509 | 8/10/2021 | 00004857 | SMITH FASTENER COMPANY | 0033276 | 6/28/2021 | UNIT#357 TOOL BOX NUTS, REP. | 559.08 | 559.08 |
| | Voucher: | | | | | | | |
| 93510 | 8/10/2021 | 0012098 | SO CAL COMPTON PIPE SUPPLY | 2216 | 6/15/2021 | WATER SUPPLIES AND MATERIA | 90.85 | 90.85 |
| | Voucher: | | | | | | | |
| 93511 | 8/10/2021 | 00004874 | SO GATE CHAMBER OF COMMEF | 1157 | 3/31/2021 | 3RD QTR 2021: AGREEMENT FOI | 10,000.00 | 10,000.00 |
| | Voucher: | | | | | | | |
| 93512 | 8/10/2021 | 0012980 | SPECTRUM | 116996701062121 | 6/21/2021 | 6/8/21-7/20/21: FIBER OPTICS FO | 2,435.23 | 2,435.23 |
| | Voucher: | | | | | | | |
| 93513 | 8/10/2021 | 0009039 | TETRA TECH | 51762673 | 7/19/2021 | P/E 6/30/21: REMEDIATION ACTI\ | 138,155.93 | 138,155.93 |
| | Voucher: | | | | | | | |
| 93514 | 8/10/2021 | 00003851 | THOMSON REUTERS | 844634155 | 7/1/2021 | JUNE 2021 WEST INFORMATION | 501.59 | 501.59 |
| | Voucher: | | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|----------|-----------|----------|-------------------------------|-----------------|-------------|-----------------------------------|-------------|-----------|
| 93515 | 8/10/2021 | 0008153 | TIME WARNER CABLE- | 0044267062721 | 6/27/2021 | JUNE 2021 CABLE FOR PD AND | 282.24 | 282.24 |
| | | Voucher: | | | | | | |
| 93516 | 8/10/2021 | 00003438 | TRANS UNION-SOUTHERN CALI | 106104790 | 6/25/2021 | 05/26/2021 -CREDIT CHECK PER | 125.37 | 125.37 |
| | | Voucher: | | | | | | |
| 93517 | 8/10/2021 | 0006437 | ULINE | 134321016 | 5/27/2021 | FREIGHT CHARGESS FOR RETU | 12.96 | 12.96 |
| | | Voucher: | | | | | | |
| 93518 | 8/10/2021 | 0012997 | UNITED SITE SERVICES OF, CALI | 1114-12050125 | 6/9/2021 | 6/4/21-7/1/21: UNITED SITE SERV | 190.37 | 190.37 |
| | | Voucher: | | | | | | |
| 93519 | 8/10/2021 | 0011926 | URM TECHNOLOGIES, INC. | 0068542 | 6/30/2021 | JUNE 2021 - PAYROLL | 17.10 | |
| | | Voucher: | | 0068537 | 6/30/2021 | JUNE 2021:STORAGE | 34.20 | |
| | | | | 0068538 | 6/30/2021 | JUNE 2021 - ACCNT | 28.50 | |
| | | | | 0068539 | 6/30/2021 | JUNE 2021 - AP | 45.00 | |
| | | | | 0068540 | 6/30/2021 | JUNE 2021 - AR | 11.10 | |
| | | | | 0068541 | 6/30/2021 | JUNE 2021- PERSONNEL/AP/PAY | 59.70 | |
| | | | | 0068543 | 6/30/2021 | JUNE 2021- PERS | 45.60 | 241.20 |
| 93520 | 8/10/2021 | 00000379 | VERIZON BUSINESS | 74156431 | 7/25/2021 | BILLING PRD- 06/15/21 -07/14/21 | 40.00 | |
| | | Voucher: | | 66768073 | 7/10/2021 | BILLING PRD- 06/01/21 -06/30/21 | 84.12 | 124.12 |
| 93521 | 8/10/2021 | 00001848 | VERIZON WIRELESS | 9882613606 | 6/23/2021 | BILLING PRD- 05/24/21-06/23/21 | 8,291.56 | |
| | | Voucher: | | 9882667095 | 6/23/2021 | 5/24/21-6/23/21: PD - IPAD AIRTIV | 76.02 | 8,367.58 |
| 93522 | 8/10/2021 | 0011599 | VITAL MEDICAL SERVICES, LLC | 3064 | 10/31/2020 | OCT 2020 PD- MEDICAL SERVICE | 18,064.00 | 18,064.00 |
| | | Voucher: | | | | | | |
| 93523 | 8/10/2021 | 0010471 | WEBSTER'S BEE'S REMOVAL SR | 1786 | 6/17/2021 | BEE REMOVAL: INSIDE TREE TR | 185.00 | |
| | | Voucher: | | 1790 | 6/22/2021 | BEE REMOVAL: WATER METER E | 185.00 | 370.00 |
| 93524 | 8/10/2021 | 0010476 | WECK LABORATORIES INC | W1F1116-cosouth | 6/17/2021 | WATER QUALITY SAMPLING | 150.00 | 150.00 |
| | | Voucher: | | | | | | |
| 93525 | 8/10/2021 | 00000482 | WEST COAST ARBORISTS, INC. | 174493 | 6/30/2021 | 6/16/21-6/30/21: AMEND 2-TREE I | 23,394.44 | |
| | | Voucher: | | 172639 | 5/15/2021 | 5/1/21-5/15/21: AMEND 2-TREE M | 7,178.00 | 30,572.44 |
| 93526 | 8/10/2021 | 00001280 | WILLDAN | 00334328 | 4/12/2021 | THRU 4/30/21: AS-NEEDED ENGI | 18,200.00 | |
| | | Voucher: | | 00334735 | 6/8/2021 | THRU 5/28/21: CAPITAL IMPROVE | 15,860.00 | |
| | | | | 00334545 | 4/12/2021 | THRU 5/10/21: AS-NEEDED ENGI | 14,560.00 | 48,620.00 |
| 93527 | 8/10/2021 | 00000062 | ZIEGLER'S HARDWARE& SUPPLY | 11980 | 6/29/2021 | STREET DEPARTMENT TOOLS | 55.01 | 55.01 |
| | | Voucher: | | | | | | |
| 01904238 | 7/23/2021 | 00000343 | PUBLIC EMPLOYEES RETIREME | 10000016469906 | 7/22/2021 | FY 20/21 1959 SURVIVOR BENE | 5,782.40 | 5,782.40 |
| | | Voucher: | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|----------|-----------|----------|---|-----------|------------------------------|-------------|-------------|
| 01904240 | 7/23/2021 | 00000343 | PUBLIC EMPLOYEES RETIREMEM100000016470503 | 7/22/2021 | FY 20/21 1959 SURVIVOR BENEF | 10,264.80 | 10,264.80 |
| Voucher: | | | | | | | |

Sub total for BANK OF THE WEST: 1,447,959.27

102 checks and 2 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 1,447,959.27

Void Checks

Bank code: botw

| Check # | Date |
|---------|-----------|
| 93485 | 8/10/2021 |

WARRANT REGISTER FOR COUNCIL MEETING 8/10/2021 (FY 2021/22)

PART Vb

apChkLst
08/03/2021 12:15:37PM

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 |
|---------|-----------|----------|--------------------------------------|-----------|---------------------------------|-------------|-------------|
| 93528 | 8/10/2021 | 0011469 | CALIFORNIA DENTAL NETWORK, JUL 2021 | 7/17/2021 | JUL 2021:ADJ FOR MISC & SWOF | 207.36 | 207.36 |
| | | Voucher: | | | | | |
| 93529 | 8/10/2021 | 00001102 | CENTRAL BASIN WATER ASSOC. FY 21/22 | 7/1/2021 | FY 2021/2022: PRODUCER MEME | 5,976.99 | 5,976.99 |
| | | Voucher: | | | | | |
| 93530 | 8/10/2021 | 00001423 | DAILY JOURNAL CORPORATION B3485962 | 7/1/2021 | ORDANCE PUBLICATION: ORDAI | 110.00 | |
| | | Voucher: | B3485965 | 7/1/2021 | ORDANCE PUBLICATION: ORDAI | 105.00 | 215.00 |
| 93531 | 8/10/2021 | 00000619 | FALCON FUELS, INC. 37112 | 7/9/2021 | REGULAR UNLEADED FUEL & S/ | 10,135.23 | |
| | | Voucher: | 37144 | 7/12/2021 | REGULAR UNLEADED FUEL & S/ | 5,025.52 | 15,160.75 |
| 93532 | 8/10/2021 | 00004025 | FBI- LEEDA 200057841 | 7/15/2021 | AUG 16-20, 2021 TRANING SUPE | 695.00 | 695.00 |
| | | Voucher: | | | | | |
| 93533 | 8/10/2021 | 00002026 | FEDERAL EXPRESS CORPORATI7-431-01287 | 7/9/2021 | FEDEX PRIORITY OVERNIGHT | 23.11 | 23.11 |
| | | Voucher: | | | | | |
| 93534 | 8/10/2021 | 00000577 | GATEWAY CITIES COG DUES FY 2021/22 | 6/28/2021 | FY 2021/22 ANNUAL MEMBERSH | 43,625.00 | 43,625.00 |
| | | Voucher: | | | | | |
| 93535 | 8/10/2021 | 0010393 | GOVINVEST INC. 2021-3188 | 7/29/2021 | FY 21: GASB 75 ROLL-FORWARD | 5,125.00 | 5,125.00 |
| | | Voucher: | | | | | |
| 93536 | 8/10/2021 | 00002342 | INDEPENDENT CITIES ASSOCIAT1100 | 4/22/2021 | JULY 1 2021 - JUNE 30 2022: ANN | 4,732.10 | 4,732.10 |
| | | Voucher: | | | | | |
| 93537 | 8/10/2021 | 00001104 | LEAGUE OF CAL CITIES L.A. CTY3986 | 6/8/2021 | 7/1/21-6/30/22: ANNUAL MEMBER | 1,312.50 | 1,312.50 |
| | | Voucher: | | | | | |
| 93538 | 8/10/2021 | 00004384 | LIEN ON ME, INC. 10332683 | 7/14/2021 | MEDICAL REVIEW FORM. ARIAS | 175.82 | |
| | | Voucher: | 10332685 | 7/14/2021 | MEDICAL REVIEW FOR V. FRAUS | 125.82 | |
| | | | 10332684 | 7/14/2021 | MEDICAL REVIEW FOR VIAGOMI | 121.15 | 422.79 |
| 93539 | 8/10/2021 | 00000447 | MISC - BLDG PERMITS 10337-B DORTHY | 7/20/2021 | REFUND: CONSTRUCTION WAS | 2,719.29 | 2,719.29 |
| | | Voucher: | | | | | |
| 93540 | 8/10/2021 | 00000447 | MISC - BLDG PERMITS 8560 MADISON A | 7/20/2021 | REFUND: PERMIT #0200001319 (| 154.56 | 154.56 |
| | | Voucher: | | | | | |
| 93541 | 8/10/2021 | 00000447 | MISC - BLDG PERMITS 10426 CAPISTRAI | 7/20/2021 | REFUND: PERMIT #0200001985 (| 20.00 | 20.00 |
| | | Voucher: | | | | | |
| 93542 | 8/10/2021 | 00004001 | NATIONAL TRAINING CONCEPTS21-153 | 7/19/2021 | AUG 3-4, 2021 TRAINING: LESS L | 630.00 | 630.00 |
| | | Voucher: | | | | | |
| 93543 | 8/10/2021 | 0013096 | OFFICE TEAM 58055037 | 7/19/2021 | W/E 7/16/2021: HR TEMPORARY | 1,596.66 | 1,596.66 |
| | | Voucher: | | | | | |

| Bank : botw BANK OF THE WEST | | (Continued) | | | | | | |
|------------------------------|-----------|-------------|-------------------------------------|-----------------|-------------|---------------------------------|-------------|------------|
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
| 93544 | 8/10/2021 | 0012701 | PD: CASTANEDA, LUIS | 1-3046 | 7/12/2021 | JULY 6, 2021 TRAINING EVOC DF | 74.14 | 74.14 |
| | | Voucher: | | | | | | |
| 93545 | 8/10/2021 | 0010466 | PD: RODRIGUEZ, JR, RAUL | 1-3046 | 7/12/2021 | JULY 6, 2021 TRAINING EVOC DF | 74.14 | 74.14 |
| | | Voucher: | | | | | | |
| 93546 | 8/10/2021 | 0012920 | PD: ZARAGOZA, JAMES | 1-3033 | 7/20/2021 | JUNE 16-17 2021 TRAINING ADV/ | 35.04 | 35.04 |
| | | Voucher: | | | | | | |
| 93547 | 8/10/2021 | 00002335 | PITNEY BOWES | AUG 2021 | 8/1/2021 | AUG 2021: RESERVE ACCOUNT | 1,650.00 | 1,650.00 |
| | | Voucher: | | | | | | |
| 93548 | 8/10/2021 | 00002335 | PITNEY BOWES | 1018296490 | 6/9/2021 | ANNUAL MAINTENANCE FOR FC | 214.72 | 214.72 |
| | | Voucher: | | | | | | |
| 93549 | 8/10/2021 | 00003720 | PK: RODRIGUEZ, BEATRIZE J | BRSUMMER0721 | 7/16/2002 | 7/1/21-7/15/21 OVER EASY | 100.00 | 100.00 |
| | | Voucher: | | | | | | |
| 93550 | 8/10/2021 | 0011466 | PRINCIPAL LIFE INSURANCE CO. | JUL 2021 | 6/28/2021 | JUL 2021-ADJ FOR MISC & SWOF | 4,129.21 | 4,129.21 |
| | | Voucher: | | | | | | |
| 93551 | 8/10/2021 | 00000825 | SAN BERNARDINO SHERIFF'S DEEVC54366 | | 7/8/2021 | JULY 6, 2021 TRANING:EVOC DR | 450.00 | 450.00 |
| | | Voucher: | | | | | | |
| 93552 | 8/10/2021 | 00003368 | SCAG-SOUTHERN CAL ASSOC G | 6/1/2021 | 6/1/2021 | ANNUAL MEMBERSHIP DUES FC | 10,212.00 | 10,212.00 |
| | | Voucher: | | | | | | |
| 93553 | 8/10/2021 | 00004864 | SOUTHERN CALIFORNIA EDISON | 77011097503 | 7/15/2021 | HOLLYDALE LEASE ARGREEME/ | 4,775.11 | |
| | | Voucher: | | 7701097514 | 7/15/2021 | CIRCLE PARK LEASE ARGREEMI | 1,544.02 | 6,319.13 |
| 93554 | 8/10/2021 | 0012980 | SPECTRUM | 108308401070121 | 7/1/2021 | JULY 2021: FIBER OPTICS FOR F | 945.21 | 945.21 |
| | | Voucher: | | | | | | |
| 93555 | 8/10/2021 | 00004897 | ST FRANCIS MED CT | 10332683 | 7/14/2021 | AMOISES, CLAIM 052421AM | 403.39 | |
| | | Voucher: | | 10332684 | 7/14/2021 | AVIAGOMEZ, CLAIM 041221AV | 338.34 | |
| | | | | 10332685 | 7/14/2021 | VFRAUSTO, CLAIM 042921FV | 338.34 | 1,080.07 |
| 93556 | 8/10/2021 | 0011468 | SUPERIOR VISION SERVICES, IN | 531270 | 7/1/2021 | JUL 2021 - ADJ FOR ACTIVE SW/ | 13.34 | 13.34 |
| | | Voucher: | | | | | | |
| 93557 | 8/10/2021 | 0008153 | TIME WARNER CABLE- | 0008335070121 | 7/1/2021 | JULY 2021: ACCT# 8448 30 017 0/ | 161.26 | |
| | | Voucher: | | 0879974062921 | 6/29/2021 | 06/29/21 -7/28/21 SPECTRUM SUI | 112.97 | |
| | | | | 0507757071521 | 7/15/2021 | 7/15/21-8/14/21: FOR CITY YARD | 25.39 | 299.62 |
| 93558 | 8/10/2021 | 0008005 | U.S. BANK-PARS ACCT#67460225 | AUG 2021 | 7/19/2021 | AUG 2021: PARS SUPPLMNTL RE | 5,611.10 | |
| | | Voucher: | | JUL 2021 | 7/19/2021 | JUL 2021: PARS SUPPLMNTL RE | 5,574.78 | 11,185.88 |
| 93559 | 8/10/2021 | 00003928 | US BANK TRUST N.A. | 788757000-AUG/2 | 8/1/2021 | AUG 2021: COSG 2005 PENSION | 167,814.33 | 167,814.33 |
| | | Voucher: | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> |
|----------------|-------------|----------------|----------------|-----------------|-------------------------------|--------------------|--------------------|
| 8082021 | 8/5/2021 | 00002399 ICRMA | 4270 | 7/9/2021 | FY 2021/2022: LIABILITY PROGR | 2,823,021.00 | 2,823,021.00 |

Voucher:

Sub total for BANK OF THE WEST: 3,110,233.94

32 checks and 1 wire transfer in this report.

Grand Total All Checks and Wire Transfers: 3,110,233.94

WARRANT REGISTER FOR COUNCIL MEETING 8/10/2021 (FY 2021/22)

PART VI

apChkLst
08/02/2021 12:04:25PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

| <u>Check #</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u> | <u>Amount Paid</u> | <u>Check Total</u> | |
|--|-------------|---------------|------------------------------|-----------------|--------------------|-----------------------------|--------------------|------------|
| 2125 | 7/22/2021 | 00000004 | NATIONWIDE RETIREMENT SOLL | Ben287834 | 7/22/2021 | DEF COMP NATIONWIDE: PAYME | 54,417.13 | 54,417.13 |
| | | | Voucher: | | | | | |
| 2126 | 7/22/2021 | 00000343 | PUBLIC EMPLOYEES RETIREMEN | Ben287836 | 7/22/2021 | PERS RETIREMENT: PAYMENT | 242,190.60 | 242,190.60 |
| | | | Voucher: | | | | | |
| 2127 | 7/22/2021 | 00001186 | EMPLOYMENT DEVELOPMENT D | Ben287838 | 7/22/2021 | SDI: PAYMENT | 54,880.63 | 54,880.63 |
| | | | Voucher: | | | | | |
| 2128 | 7/22/2021 | 00002370 | INTERNAL REVENUE SERVICE | Ben287840 | 7/22/2021 | MEDICARE: PAYMENT | 158,504.81 | 158,504.81 |
| | | | Voucher: | | | | | |
| 2130 | 7/22/2021 | 00004836 | SEIU LOCAL 721 CTW CLC-23900 | Ben287842 | 7/22/2021 | SEIU DUES: PAYMENT | 3,127.75 | 3,127.75 |
| | | | Voucher: | | | | | |
| 2131 | 7/22/2021 | 00004996 | SEIU-COPE LOCAL 721, LA/OC C | Ben287844 | 7/22/2021 | SEIU- COPE LOCAL 721 DEDUCT | 39.00 | 39.00 |
| | | | Voucher: | | | | | |
| 2132 | 7/22/2021 | 00004988 | CHILD SUPPORT ON-LINE, STATE | Ben287846 | 7/22/2021 | CHILD SUPPORT-ONLINE: PAYMI | 1,905.96 | 1,905.96 |
| | | | Voucher: | | | | | |
| Sub total for BANK OF THE WEST: | | | | | | | 515,065.88 | |
| Grand Total All Wire Transfers: | | | | | | | 515,065.88 | |

7 wire transfers in this report.

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 8/10/2021**

| | |
|---|--------------|
| TOTAL PART I - PAYROLL-RELATED CHECKS (FY 2021/22) | 835.52 |
| TOTAL PART II - PREPAID CHECKS (7/21/2021, FY 2020/21) | 752,617.34 |
| TOTAL PART III - PREPAID CHECK (7/21/2021, FY 2021/22) | 288,528.77 |
| TOTAL PART IV - PREPAID CHECKS (7/28/2021, FY 2020/21) | 725,245.99 |
| TOTAL PART Va - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS (FY 2020/21) | 1,447,959.27 |
| TOTAL PART Vb - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFER (FY 2021/22) | 3,110,233.94 |
| TOTAL PART VI - PAYROLL-RELATED WIRE TRANSFERS (FY 2021/22) | 515,065.88 |
| | <hr/> |
| SUB - TOTAL | 6,840,486.71 |
| LESS: VOIDS (FY 2020/21) | (65,233.62) |
| LESS: EMPLOYEE PAYROLL DEDUCTIONS (FY 2021/22) | (336,801.99) |
| | <hr/> |
| GRAND TOTAL | 6,438,451.10 |
| | <hr/> <hr/> |

**SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION**

Warrant Number 93413 to Warrant Number 93559 inclusive, plus Wire Transfers totaling **\$6,438,451.10**, as listed on the accompanying Accounts Payable Warrant Register of August 10, 2021 are approved as presented, with the exception of the following voided and replacement warrants:

| Check | Vendor | Check Date | Amount | Reason for Void |
|-------|---|------------|------------------|-----------------------------------|
| 93058 | FALCON FUELS, INC. | 7/13/2021 | \$ 65,233.62 | REISSUED AS PRE-PAID |
| 93485 | N/A | 8/10/2021 | \$ 0.00 | OFFICE DEPOT DESCRIPTION OVERFLOW |
| | | | | |
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| | | | | |
| | | | | |
| | GRAND TOTAL OF VOIDED & REPLACEMENT CHECKS | | 65,233.62 | |

CITY AUDITOR

CITY MANAGER

Kyle O'Keefe 8/3/21

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on August 10, 2021 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.