



**SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA**

Tuesday, December 14, 2021 at 6:30 p.m.

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

MEETING ID: 867 2282 4311

<https://us02web.zoom.us/j/86722824311>

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

CALL TO ORDER	Al Rios, Mayor
INVOCATION	Pastor Abner Lima, Community of Hope Church
PLEDGE OF ALLEGIANCE	Meredith Elguira, Director of Community Development
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. 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.

V. 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.

VI. Consent Calendar Items

Agenda Items **1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14** 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.

1. Ordinance Adopting Section 11.51.050 (Administrative Permits And Approvals) Of Chapter 11.51 (Permits And Procedures) Of Title 11 (Zoning) Of The SGMC

The City Council will consider waiving the reading in full and adopting **Ordinance No. 2021-13-CC** amending Section 11.51.050 (Administrative permits and approvals) of Chapter 11.51 (Permits and Procedures) of Title 11 (Zoning) of the South Gate Municipal Code (SGMC), to clarify the City's administrative plan review and administrative permit process. (CD)

Documents:

[ITEM 1 REPORT 12142021.PDF](#)

2. Resolution Amending The Monthly Salary Schedule For Executive Management Contract Employees

The City Council will consider adopting a **Resolution** _____ amending the salary table known as Exhibit "B" of the Monthly Salary Schedule for Executive Management Contract Employees hired after July 1, 2021. (CM)

Documents:

[ITEM 2 REPORT 12142021.PDF](#)

3. Resolution Authorizing Remote Teleconference Meetings Of The City Council From Jan. 12 - Feb. 11, 2022

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

Documents:

[ITEM 3 REPORT 12142021.PDF](#)

4. Resolution Amending Resolution No. 6454 (Salary Resolution And Position Classification Plan) To Update The Police Officer, Police Officer Lateral, And Police Recruit Job Specifications

The City Council will consider adopting a **Resolution** _____ amending Resolution No. 6454 (Salary Resolution and

Position Classification Plan) to update the job specifications of the Police Officer, Police Officer Lateral and Police Recruit positions in the Police Department. (ADMIN SVCS)

Documents:

[ITEM 4 REPORT 12142021.PDF](#)

5. CALNET Next Generation Contracts For Telecommunications Services

The City Council will consider: (ADMIN SVCS)

a. Approving the Authorization to Order (ATO) forms to utilize the State of California Department of Technology (CDT) Telecommunications **Contracts** _____ (CALNET) NEXT GENERATION for Data Networks and Communication Services (C4-DNCS-19-001-40,) Legacy Telecommunications Voice and Data Services (C4-LEG-12-10-TS-01); and

b. Authorizing the City Manager to execute the Contracts and related documents in a form acceptable to the City Attorney.

Documents:

[ITEM 5 REPORT 12142021.PDF](#)

6. Purchase Lease Agreement With Jules And Associates Equipment Finance Specialists For A New Asphalt Utility Truck

The City Council will consider: (PW)

a. Approving a five-year **Lease Purchase Agreement (Contract No. _____)** with Jules and Associates Equipment Finance Specialists to secure an H.D. Industries Pro-Patch TCM-425-100-DHER ("Asphalt Patch Truck") in the amount of \$44,680 per year, for a total of \$223,400, with the option to purchase the vehicle at the end of the term for \$1.00; and

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

Documents:

7. Policy And Procedures Applicable To The Limited Approval And Use Of Alcohol Beverages At City Facilities

The City Council will consider approving the proposed policy governing the possession, sale, and consumption of alcoholic beverages at City parks, facilities, and specified park areas. (PARKS)

Documents:

8. Amendment No. 1 To Contract No. 2020-02-CC With METRO And Measure R Funding Agreement For The Consolidated Street Improvement Project

The City Council will consider: (PW)

- a. Approving **Amendment No. 1 to Contract No. 2020-02-CC**, Measure R Funding Agreement with LA METRO to de-obligate \$490,000 in Measure R Funds from the Imperial Highway Corridor Improvement Project as necessary to reprogram the funds, by separate agreement, to which \$340,000 will be programmed for the Garfield Avenue and Imperial Highway Street Improvements Project, City Project No. 413-ST, Metro Project ID No. MR306.57/MR306.63, and \$150,000 will be programmed for the Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Metro Project ID No. MR306.5
- b. Approving Measure R Funding Agreement with LA METRO to program \$340,000 in Measure R Funds to pay for additional street improvements constructed under the Garfield Avenue and Imperial Highway Street Improvements Project, City Project No. 413-ST, Metro Project ID No. MR306.63; and
- c. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2020-02-CC and the Measure R Funding Agreement in a form acceptable to the City Attorney.

Documents:

9. Agreement With Harper And Associates Engineering, Inc. For Engineering Design Services For Upgrades To The Hawkins Storage Tanks Project No. 645-WTR

The City Council will consider: (PW)

a. Approving an Agreement (**Contract _____**) with Harper & Associates Engineering, Inc., to provide Engineering Design Services for the Coating and the Seismic and Cathodic Protection Upgrades of Hawkins Storage Tanks, City Project No. 645-WTR, in an amount not to exceed \$98,890;

b. Approving the removal of the art murals located on the Hawkins Reservoir tanks which is necessary to recoat them; and

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

Documents:

[ITEM 9 REPORT 12142021.PDF](#)

10. SCE Service Request No. 7590397772 For Access Road And Gate Improvements For The Urban Orchard Project

The City Council will consider approving the payment of review and processing fees pursuant to Southern California Edison Service Request No. 7590397772 associated with the access road and modified access gate improvements for the construction of the Urban Orchard Project, City Project No. 539-PRK, in the amount of \$8,000.
(PW)

Documents:

[ITEM 10 REPORT 12142021.PDF](#)

11. Appropriation Of Prop 68 Funds To The SG Park Municipal Auditorium Roof Replacement Project

The City Council will consider appropriating grant funds in the amount of \$237,929 from Prop. 68 Per Capita Funding to complete the South Gate Park Auditorium Roof Project. (PARKS)

Documents:

[ITEM 11 REPORT 12142021.PDF](#)

12. Cancel Regularly Scheduled City Council Meeting Of December 28, 2021, And Authorize City Council Auditor To Review And Approve The Second Warrant Register Of December 2021

The City Council will consider: (CLERKS)

- a. Approving the cancellation of the regularly scheduled City Council Meeting of Tuesday, December 28, 2021; and
- b. Authorizing the City Council Auditor to review and approve the second warrant register in December 2021.

Documents:

[ITEM 12 REPORT 12142021.PDF](#)

13. Quarterly Investment Report For Quarter Ending September 30, 2021

The City Council will consider receiving and filing the Quarterly Investment Report for the quarter ended September 30, 2021. (ADMIN SRVS)

Documents:

[ITEM 13 REPORT 12142021.PDF](#)

14. Minutes

The City Council will consider approving: (CLERK)

- a. The Special Meeting minutes of November 5, 2021;
- b. The Regular and Special Meeting minutes of November 9, 2021; and
- c. The Regular and Special Meeting minutes of November 23, 2021.

Documents:

[ITEM 14 REPORT 12142021.PDF](#)

VII. Reports, Recommendations And Requests

15. Review Off-Site Parking Distance Regulations SGMC Section 11.33.060 Parking Lot Standard (Table 11.33-3)

The City Council will consider: (CM)

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

Documents:

[ITEM 15 REPORT 12142021.PDF](#)

16. Warrants

The City Council will consider approving the Warrant Register for November 9, 2021

*Warrants for November 9th available at the City Clerk's Office

Total of Checks:	\$1,732,525.36
Voids:	\$ (0.00)
Total of Payroll Deductions:	\$ (317,762.90)
Grand Total:	\$1,414,762.46

The City Council will consider approving the Warrant Register for December 14, 2021:

Total of Checks :	\$ 3,497,818.60
Voids:	\$ (32,480.00)
Total of Payroll Deductions	\$ (338,270.75)
Grand Total:	\$3,127,067.85

Cancellations: 94493, 94936, 94937

Adjournment

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda Addendum was posted December 9, 2021 at 8:25 a.m. as required by law.

Carmen Avalos, CMC

City Clerk

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

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

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

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

CITY MANAGER'S OFFICE

DEC 07 2021

4:20 pm

City of South Gate


CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: December 14, 2021

Originating Department: Community Development

Department Director: 
Meredith Elguira

Interim City Manager: 
Chris Jeffers

SUBJECT: SECOND READING OF ORDINANCE 2021-13-CC AMENDING SECTIONS OF CHAPTER 11.51 OF TITLE 11 OF THE SOUTH GATE MUNICIPAL CODE PERTAINING TO ADMINISTRATIVE PERMITS AND APPROVALS

PURPOSE: To adopt Ordinance No. 2021-13-CC amending Section 11.51.050 (Administrative permits and approvals) of Chapter 11.51 (Permits and Procedures) of Title 11 (Zoning) of the South Gate Municipal Code (SGMC), to clarify the City's administrative plan review and administrative permit process.

RECOMMENDED ACTIONS: The City Council will consider waiving the reading in full and adopting Ordinance No. 2021-13-CC amending Section 11.51.050 (Administrative permits and approvals) of Chapter 11.51 (Permits and Procedures) of Title 11 (Zoning) of the South Gate Municipal Code (SGMC), to clarify the City's administrative plan review and administrative permit process.

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

ANALYSIS: On November 2, 2021, the Planning Commission adopted Planning Commission Resolution 2021-15, recommending the City Council approve Zoning Code Amendment No. 171 and adopt Ordinance No. 2021-13-CC, amending Section 11.51.050 (Administrative permits and approvals), Chapter 11.51 (Permits and Procedures) of Title 11 (Zoning) to clarify the City's administrative plan review and administrative permit process. On November 23, 2021, the City Council moved to introduce Ordinance No. 2021-13-CC, including the draft text provided by staff.

Staff presented the below draft text for the Planning Commission:

“11.51.050 Administrative permits and approvals.

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

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

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

C. Accessory Uses. Accessory uses, denoted as “A-U” in the land use table of the applicable zone, shall be processed through an administrative permit. Accessory uses shall be limited to a secondary use supportive of the primary permitted or conditionally permitted uses. Development

or establishment of an accessory use shall not be permitted independently on a parcel as the primary use.

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

CONCLUSION: The text amendment provided by staff was modified for recommendation by the Planning Commission, however, the City Council moved to adopt the original text amendment provided by staff. The proposed text amendment will provide clarity to applicants, to the Community Development Department staff, and to the director, regarding the scope and parameters of the administrative plan review process. The proposed amendment will allow the director and planning staff to analyze administrative uses based on provided site plans, including vehicular traffic, parking, landscaping, signage, setbacks and other design features. Staff will be able to assess zoning code compliance.

ATTACHMENT: Proposed Ordinance No. 2021-13-CC

ORDINANCE NO. 2021-13-CC

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

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

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

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

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

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

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

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

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

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

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

- i. That the above recitals are true and correct and hereby incorporates them herein by this reference.
- ii. Ordinance No. 2021-13-CC serves the public health, safety, and welfare of the

- residents and businesses within the City to regulate land use within the City.
- iii. iii. Ordinance No. 2021-13-CC is consistent with the City's General Plan.
 - iv. iv. Ordinance No. 2021-13-CC amending the City of South Gate Municipal Code, will not present any risk to the public health and safety.

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

11.51.050 Administrative permits and approvals.

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

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

satisfaction that those impacts have been addressed by the applicant when designing the project.

- B. Upper-Floor Uses. Upper-floor uses (containing note “2” in the land use table of the applicable zone) shall be processed through an administrative permit. Upper-floor uses shall not be permitted on the ground floor of the applicable zone, but are administratively permitted on the second story or any story above. Restriction to upper floors is intended to generate a pedestrian-oriented setting on the ground floor, with businesses generating less direct foot traffic on the upper floors.
- C. Accessory Uses. Accessory uses, denoted as “A-U” in the land use table of the applicable zone, shall be processed through an administrative permit. Accessory uses shall be limited to a secondary use supportive of the primary permitted or conditionally permitted uses. Development or establishment of an accessory use shall not be permitted independently on a parcel as the primary use.
- D. Temporary Use Permits. Temporary uses, as identified in Table 11.21-3, 11.21-4, or 11.21-5, as applicable to the zone, shall be processed through a temporary use permit consistent with Section 11.51.070, Temporary use permit.

SECTION 3. City Council approval of Zoning Code Amendment No. 171 and adoption of Ordinance No. 2021-13-CC are not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2), constituting an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and pursuant to Section 15060(c)(3) constituting an activity that is not a project as defined in Section 15378.

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

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

[Remainder of page left blank intentionally.]

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

PASSED, APPROVED and ADOPTED this **14th** day of **December** 2021.

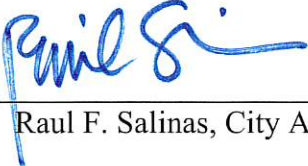
CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

CITY MANAGER'S OFFICE

City of South Gate

CITY COUNCIL

DEC 02 2021

5:30pm

AGENDA BILL

For the Regular Meeting of: December 14, 2021

Originating Department: City Manager's Office

Interim City Manager: Chris Jeffers

Interim City Manager: Chris Jeffers

SUBJECT: RESOLUTION AMENDING THE SALARY SCHEDULE FOR EXECUTIVE MANAGEMENT CONTRACT EMPLOYEES HIRED AFTER JULY 1, 2021

PURPOSE: To amend Exhibit "B" of Resolution No. 2021-36-CC, which adopted a new salary table and schedule of benefits for any new Executive Management Contract Employee hired after July 1, 2021.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution amending the salary table known as Exhibit "B" of the Monthly Salary Schedule for Executive Management Contract Employees hired after July 1, 2021.

FISCAL IMPACT: Amending Exhibit "B" of Resolution No. 2021-36-CC will have result in an annual increase to the Director of Administrative Services position, which is currently vacant, of approximately \$6,000 over the current salary range. The position is budgeted by several different fund sources including the General Fund, Refuse and Water. The increased costs will be proportionately allocated to the perspective funds. The increase represents a 3.1% adjustment from the previous table for the Director of Administrative Services position.

ANALYSIS: The City Council unanimously adopted a new compensation and benefits schedule to be applied to any Executive Management Contract Employee hired by the City of South Gate after July 1, 2021. Exhibit "B" is being amended to adjust the range for the Director of Administrative Services position, which is currently being recruited for, in order to be more competitive with other areas undergoing active recruitments for similar vacancies.

By adopting this amended range for the Director of Administrative Services, we will be more likely to attract seasoned and qualified candidates for this critical position. The Director of Administrative Services oversees purchasing, financing, utility billing, information technology, human resources, and risk management operations. This responsibility represents the majority of internal services to the other operating departments of the City. With a nearly \$200 million financial operation and servicing over 400 employees, this position requires an individual that is well versed in the core elements and has a proven track record of assisting the City Manager and City Council. At the current time, there are about ten active recruitments for similar executive management positions for cities in the Southern California area, thus making it critical to be as competitive as possible. This proposed compensation modification is a modest adjustment of 3.1% over the current range that has been adopted.

BACKGROUND: At the June 22, 2021 City Council meeting, the City Council adopted a new compensation and benefits schedule for any new Executive Management Contract employee hired after July 1, 2021. This newly approved schedule reduced a number of benefit levels which prior such employees are eligible to receive including: reducing the medical insurance coverage after retirement from the City as permitted by our contract with CalPERS medical; reducing participation in the deferred compensation program from a rolling percentage based on the adjusted IRS levels that increase from year to year, to a fixed dollar amount; and reducing various leave payouts and stopping the payout of unused sick time upon retirement.

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, APPROVING, CORRECTING 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 (hereinafter collectively referred to as “Executive Management Contract Employees”) which are exempt under the Fair Labor Standards Act (“FLSA”) and are considered “at-will”;

WHEREAS, the City Council approved a revised compensation and benefits schedule for Executive Management Contract Employees hired after July 1, 2021, at their August 10, 2021 meeting through Resolution No. 2021-36-CC;

WHEREAS, the Director of Administrative Services oversees the finances, purchasing, information technology, human resources, and risk management functions of the City of South Gate;

WHEREAS, the City wishes to update salary table in Exhibit B” to be able to attract qualified candidates for the position of Director of Administrative Services which the City is currently recruiting for; and

WHEREAS, the attached Exhibit “A” is restated as adopted on June 22, 2021, and Exhibit “B” is updated to reflect the proposed salary range for the position of Director of Administrative Services.

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 re-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 a new Exhibit "B" titled, "Monthly Salary Schedule of Executive Management Contract Employees," incorporated herein by reference, which updates the previously adopted version on August 10, 2021.

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 14th day of December 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)

Position Title	Step A	Step B	Step C	Step D	Step E
Director of Community Development	\$12,958	\$13,605	\$14,286	\$15,000	\$15,750
Director of Administrative Services	\$13,369	\$14,037	\$14,739	\$15,476	\$16,250
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 Manager	\$ 9,784	\$10,273	\$10,787	\$11,326	\$11,893
Police Chief	\$15,715	\$16,501	\$17,326	\$18,192	\$19,102

NOV 30 2021
5:00 pm


City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: December 14, 2021

Originating Department: Office of the City Clerk

Department Director:


Carmen Avalos, City Clerk

Interim City Manager:


Chris Jeffers

SUBJECT: RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL, ALL CITY SUBORDINATE BODIES, AND ALL CITY NON-PROFIT CORPORATION BOARDS AND THEIR SUBORDINATE BODIES, FOR THE PERIOD OF JANUARY 12 – FEBRUARY 11, 2022

PURPOSE: To authorize the remote teleconference of City meetings. The new requirements for meeting remotely, pursuant to the Brown Act as amended by AB 361, will allow the City Council to be in compliance and continue to provide options for the public at-large to participate via teleconference without putting their health at risk.

RECOMMENDED ACTIONS: The City Council will consider adopting a Resolution authorizing remote teleconference meetings of the City Council, all City subordinate bodies, and all City non-profit corporation Boards and their subordinate bodies, for the period of January 12 – February 11, 2022.

FISCAL IMPACT: There is no fiscal impact as the City already utilizes internet-based service for meetings.

ANALYSIS: None

BACKGROUND: Since March of 2020 and because of the COVID-19 pandemic, the City Council of the City of South Gate, all its subordinate bodies, and all its non-profit corporation boards and their subcommittees, have been meeting remotely pursuant to the Governor's Executive Order N-29-20, which suspended certain teleconference requirements of the Brown Act. On June 11, 2021, the Governor issued Executive Order N-08-21, which rescinds these suspensions effective, September 30, 2021.

In recognition of the fact that the pandemic is ongoing, on September 16, 2021, the Governor signed AB 361, an urgency measure which amends the Brown Act and authorizes teleconferenced public meetings under certain circumstances where the participation is from a remote location. AB 361 went into effect October 1, 2021 and expires on January 1, 2024. If the City Council desires to continue to meet remotely, it must comply with AB 361.

AB 361 applies to meetings during a state of emergency as declared by the Governor. There must also be either imposed or recommended measures to promote social distancing by state or local officials, or a finding by the legislative body that meeting in-person would present imminent risks to the health or safety of attendees as a result of the emergency.

AB 361 requires several procedural safeguards to protect public participation during a remote meeting, key ones of which are summarized as follows:

- The public must have the ability to address the legislative body directly and must be given information on how to address the body.
- The public must be provided either a call-in or internet-based service option.
- The body must stop the meeting if the call-in or internet-based option fails.
- The legislative body cannot require that public comments be submitted in advance (although this option can be provided).
- Speakers cannot be required to pre-register (except as required by an independent call-in or internet platform).
- Members of the public must be given a reasonable time to register to provide public comment.
- Agencies that provide a timed public comment period shall not close the public comment period until that time period has expired.

Accordingly, if the Council wishes for itself, all its subordinate bodies, and all its non-profit corporation boards and their subcommittees to be able to meet remotely during the current declared state of emergency, it should adopt a resolution finding that measures to promote social distancing by state or local officials, and/or meeting in person would present imminent risks to the health or safety of attendees as a result of the emergency. This resolution would permit meetings pursuant to AB 361 for a maximum period of 30 days. If the Council desires to continue using the teleconference exception beyond that initial 30-day period, it must confirm the circumstances of the state of emergency and make required findings at least 30 days after adoption of that resolution and every 30 days thereafter.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF
THE CITY COUNCIL, ALL CITY SUBORDINATE BODIES, AND ALL CITY
NON-PROFIT CORPORATION BOARDS AND THEIR SUBORDINATE BODIES,
FOR THE PERIOD OF JANUARY 12 – FEBRUARY 11, 2022**

WHEREAS, the City of South Gate is committed to preserving and fostering public access and participation in meetings of the City Council, all City subordinate bodies, and all city non-profit corporation Boards and their subordinate bodies, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 - 54963), so that any member of the public may attend and participate as the bodies conduct the public's business;

WHEREAS, the Brown Act makes special provisions for remote teleconferencing participation in meetings when the Governor has declared a state of emergency pursuant to Government Code section 8625, and either state or local officials have imposed or recommended measures to promote social distancing, or an in-person meeting would present imminent risks to the health and safety of attendees;

WHEREAS, such conditions now exist in the City of South Gate. Specifically, on March 4, 2020, Governor Gavin Newsom issued a Proclamation of a State of Emergency with regard to the COVID-19 pandemic. The Los Angeles County Department of Public Health has issued numerous Health Orders regarding safety protocols during the COVID-19 pandemic, including the presence of the Delta variant, masking indoors, regardless of vaccination status, to slow the spread of COVID-19 in the Los Angeles County region;

WHEREAS, the City is presently subject to various state and local department health orders, which require indoor masks, and distancing;

WHEREAS, on December 7, 2021, the Los Angeles County Department of Public Health recorded 941 new COVID-19 cases, 15 new deaths, and 629 hospitalizations (as of Dec. 5); and

WHEREAS, the City Council finds that the current situation with regard to COVID-19, and particularly the Delta variant, is causing, and will continue to cause, risks to the safety of persons within the City and finds that the City Council, all City subordinate bodies, and all city non-profit corporation Boards and their subordinate bodies may conduct their meetings with remote participation, in whole or in part, including the remote participation of one or more elected or appointed officials, in the manner authorized by Government Code § 54953(e), and such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in Government Code § 54953(e)(2).

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

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

SECTION 2. The City Council, all City subordinate bodies, and all city non-profit corporation Boards and their subordinate bodies may conduct their meetings in in whole or in part, including the remote participation of one or more elected or appointed officials, in the manner authorized by Government Code§ 54953(e), and such legislative bodies shall comply with to provide the public with access to the meetings as prescribed in Government Code§ 54953(e)(2).

SECTION 3. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 14th day of December 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

DEC 02 2021

3:00pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: December 14, 2021
Originating Department: Administrative Services

Department Deputy Director: Nellie Cobos Interim City Manager: Chris Jeffers

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO UPDATE THE JOB SPECIFICATIONS OF THE POLICE OFFICER, POLICE OFFICER LATERAL AND POLICE RECRUIT IN THE POLICE DEPARTMENT

PURPOSE: To update the job specifications of the Police Officer, Police Officer Lateral and Police Recruit positions in the Police Department.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specifications of the Police Officer, Police Officer Lateral and Police Recruit positions in the Police Department.

FISCAL IMPACT: There is no fiscal impact associated with updating the job specifications. The Fiscal Year 2021/22 budget included funding for the Police Officer, Police Officer Lateral and Police Recruit Police positions.

ANALYSIS: None.

BACKGROUND: The City needs to update the Police Officer job specifications to comply with recent law changes. California Assembly Bill No. 846 was approved in September 2020 and updates the minimum standards for California peace officers. The bill also adds Section 13651 to the Penal Code which requires every department or agency that employs peace officers to review the job descriptions used in the recruitment and hiring of those peace officers and to make changes “that emphasize community-based policing, familiarization between law enforcement and community residents, and collaborative problem solving, while de-emphasizing the paramilitary aspects of the job.” Also, Governor Newsom signed SB 89, which changes the minimum standards relating to age of Police Officers. The Police Recruit is being updated to say “Must be 21 years of age at the time of application” instead of appointment. These updates must be made by January 1, 2022.

Human Resources staff worked with the Police Department to update the job specifications for the Police Officer, Police Officer Lateral and Police Recruit positions.

Staff corresponded with the Police Officers Association (POA) Board Members to inform them of the proposed changes and they were in agreement. In addition, staff also shared the information with the Municipal Employees Association (MEA) because the Police Recruit position is represented by the MEA bargaining unit.

ATTACHMENTS: A. Proposed Resolution (with updated job specifications)
B. Red-lined Police Officer, Police Officer Lateral and Police Recruit Job Specifications

RESOLUTION NO. _____

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO UPDATE THE JOB SPECIFICATIONS OF THE POLICE OFFICER, POLICE OFFICER LATERAL AND POLICE RECRUIT POSITIONS IN THE POLICE DEPARTMENT

WHEREAS, the City needs to update the Police Officer job specifications to comply with recent law changes;

WHEREAS, the City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments;

WHEREAS, the City desires to update the job specifications of the Police Officer, Police Officer Lateral and Police Recruit;

WHEREAS, the City, based on evaluation, has determined that changes are necessary to the job specification of the Police Officer, Police Officer Lateral, and Police Recruit positions, as detailed in the proposed Class Specifications & Attributes attached hereto as Exhibit "A," "B," and "C"; and

WHEREAS the City, in consultation with the Human Resources Division and the Police Department, has determined that it is proper to update the job specifications of the Police Officer, Police Officer Lateral and Police Recruit positions.

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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 hereby approves and adopts the proposed amendment to the City's Salary Resolution and Position Classification Plan to update the positions of Police Officer, Police Officer Lateral and Police Recruit Police in the Police Department.

SECTION 3. The City Council hereby approves and adopts the proposed job specifications for the Police Officer, Police Officer Lateral, and Police Recruit positions, attached hereto as Exhibit "A," "B," and "C";

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 14th day of December 2021.

CITY OF SOUTH GATE:

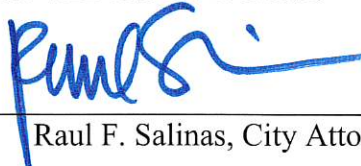
By: _____
Al Rios, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

POLICE OFFICER

DESCRIPTION

Under general supervision, police officers enforce laws and ordinances, prevent crime, protect life and property, maintain order, investigate crimes, accidents, vandalism, and detain persons suspected of criminal behavior; and emphasize community-based policing, community interaction and collaborative problem solving and perform related work as required.

CLASS CHARACTERISTICS

The Police Officer is the journey level class in the Police Officer series in which incumbents are expected to independently perform the full scope of assigned law enforcement duties and responsibilities under general supervision. This classification is distinguished from the next higher classification of Police Sergeant in that the latter is responsible for the performance of the more complex and difficult tasks, for making command decisions in the field and for the supervision of assigned personnel and activities.

SUPERVISION RECEIVED

Works under the direct supervision of Police Sergeant or higher-ranking position depending upon assignment.

SUPERVISION EXERCISED

Does not supervise.

ESSENTIAL FUNCTIONS

The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

Patrols assigned areas by car, foot, or motorcycle; performs crime suppression and prevention activities; makes arrests, issues citations, serves subpoenas, and warrants; gives directions and answers special calls; conducts initial and follow-up investigations; interviews victims, complainants and witnesses; answers complaints, including domestic disturbances, health code and local ordinance violations; performs surveillance activities; conducts chemical, drug and alcohol testing; investigates suspicious circumstances.

Performs selective enforcement when assigned, responds to radio messages or telephone instruction; appears at scenes of accidents, disorders, or crimes; notes and reports traffic hazards; investigates and prepares reports on accidents, offenses and damages to property.

Assists in booking and releasing prisoners; transports prisoners; appears in court on and off duty as the arresting officer; interrogates persons whose actions are suspicious; performs initial investigations of crime and violations reported.

Regulates traffic, enforces traffic laws; conducts complete accident investigations; controls and directs traffic when necessary; reports unsafe or hazardous conditions; requests objects which may endanger traffic be removed from the streets; performs crowd control, special event or riot duties; may act as a dispatcher or jailer, assists in crime prevention activities and the control of juvenile delinquency; counsels and educates the community; administers first aid in cases of emergency.

Provides assistance, information and responds to questions in collaboration with staff, citizens and public safety agencies as appropriate.

Emphasizes collaborative problem solving and community interaction in all aspects of the job and in a manner that is free of bias against any individuals or specific groups of people

Attends special training classes and target practice.

Establishes positive working relationships with representatives of community organizations and associations, City management and staff and the public.

QUALIFICATIONS

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way would be:

Education and Experience

Graduation from high school or equivalent, or have attained a two-year, four-year, or advanced degree from an accredited college or university. Graduate from a P.O.S.T. Basic Police Academy. Must obtain and maintain a valid Basic Peace Officer's Standards and Training (P.O.S.T.) Certificate within eighteen (18) months of hire.

License/Certifications/Special Requirements

Must possess a California Class C driver's license showing proof of insurance and a satisfactory driving record required at time of appointment and throughout employment in this position. Must be a United States citizen OR permanent resident alien who is eligible for and has applied for citizenship. Citizenship must be obtained within three years of appointment. English/Spanish bilingual skills highly desirable. Must be 21 years of age at the time of application. Per Section 13651 PC: must be found to be free from any physical, emotional, or mental condition, including bias against race or ethnicity, gender, nationality, religion, disability, or sexual orientation, that might adversely affect the exercise of the powers of a peace officer. Background, fingerprinting, polygraph examination, and medical and psychological clearance required.

Physical Standards

Height and weight correlations must be in proper proportion according to current medical standards. Normal color vision. Visual acuity of 20/70 in each eye correctable to 20/30 in each eye. Ability to pass a physical endurance and agility examination.

Knowledge, Skills, and Abilities

Knowledge of: the organization, operation, rules and regulations of the Police Department; principles and techniques of police administration including traffic control, crime prevention, crowd disturbances and delinquency; rules of evidence; laws, ordinances and regulations affecting the work of the Department including custody of prisoners, arrest and court procedures; criminal investigation and case preparation; technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control and safety, record keeping and care and custody of persons and property; community policing policies and philosophy; collaborative conflict resolution skills and excellent interpersonal communication skills; community relations; governmental structure/organization of the City of South Gate and interrelations of the Police Department; principles and practices of personnel management, supervision and leadership.

Ability to: read and understand departmental policies, rules, instructions, laws, regulations and police literature; ability to analyze situations and adopt a quick, calm, effective and reasonable course of action in situations involving emotional or physical pressures; ability to write clear and accurate reports; remember

names, faces and details of incidents; ability to establish and maintain effective relationships with others; ability to interact tactfully, effectively and in a positive manner with City Officials, Officials of other organization, members of other agencies, community organizations, community leaders, the media and the public; ability to understand and be sensitive to the needs and concerns of diverse populations in the City; and the ability to evaluate sensitive situations quickly and initiate appropriate action to diffuse situations and/or resolve problems.

Skill in the operation of a variety of office equipment, including computer; ability to type 25 words per minute net.

ADDITIONAL INFORMATION:

CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear and may stand for extended periods of time. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include normal color vision and the ability to adjust focus. The noise level in the work environment is usually quiet in the office and moderately loud when outdoors. Incumbents are occasionally exposed to outside weather conditions, traffic, dust, gas, fumes and chemicals.

POLICE OFFICER
Revised August 2010
Revised, December 2021

City of South Gate
POSITION SPECIFICATIONS AND ATTRIBUTES

POLICE OFFICER-LATERAL

DESCRIPTION

Under general supervision, police officers enforce laws and ordinances, prevent crime, protect life and property, maintain order, investigate crimes, accidents, vandalism, and detain persons suspected of criminal behavior; and emphasize community-based policing, community interaction and collaborative problem solving and perform related work as required.

CLASS CHARACTERISTICS

The Police Officer is the journey level class in the Police Officer series in which incumbents are expected to independently perform the full scope of assigned law enforcement duties and responsibilities under general supervision. This classification is distinguished from the next higher classification of Police Sergeant in that the latter is responsible for the performance of the more complex and difficult tasks, for making command decisions in the field and for the supervision of assigned personnel and activities.

SUPERVISION RECEIVED

Works under the direct supervision of Police Sergeant or higher-ranking position depending upon assignment.

SUPERVISION EXERCISED

Does not supervise.

ESSENTIAL FUNCTIONS

The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

Patrols assigned areas by car, foot, bicycle or motorcycle; performs crime suppression and prevention activities; makes arrests, issues citations, serves subpoenas, and warrants; gives directions and answers special calls; conducts initial and follow-up investigations; interviews victims, complainants and witnesses; answers complaints, including domestic disturbances, health code and local ordinance violations; performs surveillance activities; conducts chemical, drug and alcohol testing; investigates suspicious circumstances.

Performs selective enforcement when assigned, responds to radio messages or telephone instruction; appears at scenes of accidents, disorders, or crimes; notes and reports traffic hazards; investigates and prepares reports on accidents, offenses and damages to property.

Assists in booking and releasing prisoners; transports prisoners; appears in court on and off duty as the arresting officer; interrogates persons whose actions are suspicious; performs initial investigations of crime and violations reported.

Regulates traffic, enforces traffic laws; conducts complete accident investigations; controls and directs traffic when necessary; reports unsafe or hazardous conditions; requests objects which may endanger traffic be removed from the streets; performs crowd control, special event or riot duties; may act as a dispatcher or jailer, assists in crime prevention activities and the control of juvenile delinquency; counsels and educations the community; administers first aid in cases of emergency.

Provides assistance, information and responds to questions in collaboration with staff, citizens and public safety agencies as appropriate.

Emphasizes collaborative problem solving and community interaction in all aspects of the job and in a manner that is free of bias against any individuals or specific groups of people.

Attends special training classes and target practice.

Establishes positive working relationships with representatives of community organizations and associations, City management, staff and the public.

QUALIFICATIONS

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way would be:

Education and Experience

Graduation from high school or equivalent, or have attained a two-year, four-year, or advanced degree from an accredited college or university. Applicants must currently be employed by a California Law Enforcement Agency, be off probation and be in possession of a Basic POST Certificate issued by the State of California.

License/Certifications/Special Requirements

Must possess a California Class C driver's license showing proof of insurance and a satisfactory driving record required at time of appointment and throughout employment in this position. Must be a citizen of the United States OR permanent resident alien who is eligible for and has applied for citizenship. Citizenship must be obtained within three years of appointment. English/Spanish bilingual skills highly desirable. Must be 21 years of age at the time of application. Per Section 13651 PC: must be found to be free from any physical, emotional, or mental condition, including bias against race or ethnicity, gender, nationality, religion, disability, or sexual orientation, that might adversely affect the exercise of the powers of a peace officer. Background, fingerprinting, polygraph examination, and medical and psychological clearance required.

Physical Standards

Height and weight correlations must be in proper proportion according to current medical standards. Normal color vision. Visual acuity of 20/70 in each eye correctable to 20/30 in each eye. Ability to pass a physical endurance and agility examination.

Knowledge, Skills, and Abilities

Knowledge of: the organization, operation, rules and regulations of the Police Department; principles and techniques of police administration including traffic control, crime prevention, crowd disturbances and delinquency; rules of evidence; laws, ordinances and regulations affecting the work of the Department including custody of prisoners, arrest and court procedures; criminal investigation and case preparation; technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control and safety, record keeping and care and custody of persons and property; community policing policies and philosophy; collaborative conflict resolution skills and excellent interpersonal communication skills; community relations; governmental structure/organization of the City of South Gate and interrelations of the Police Department; principles and practices of personnel management, supervision and leadership.

Ability to: read and understand departmental policies, rules, instructions, laws, regulations and police literature; ability to analyze situations and adopt a quick, calm, effective and reasonable course of action in situations involving emotional or physical pressures; ability to write clear and accurate reports; remember names, faces and details of incidents; ability to establish and maintain effective relationships with others;

ability to interact tactfully, effectively and in a positive manner with City Officials, Officials of other organization, members of other agencies, community organizations, community leaders, the media and the public; ability to understand and be sensitive to the needs and concerns of diverse populations in the City; and the ability to evaluate sensitive situations quickly and initiate appropriate action to diffuse situations and/or resolve problems.

Skill: in the operation of a variety of office equipment, including computer; ability to accurately type 25 words per minute.

ADDITIONAL INFORMATION:

CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear and may stand for extended periods of time. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include normal color vision and the ability to adjust focus. The noise level in the work environment is usually quiet in the office and moderately loud when outdoors. Incumbents are occasionally exposed to outside weather conditions, traffic, dust, gas, fumes and chemicals.

POLICE OFFICER-LATERAL
Created, August 2010
Revised, December 2021

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

POLICE RECRUIT

DESCRIPTION

Under general supervision, to attend the prescribed Basic Police Academy; to maintain acceptable grade levels and to achieve graduation; to participate in any and all field exercises as directed and to do related work as required.

CLASS CHARACTERISTICS

While distinctively uniformed as a non-sworn non-peace officer in training, develops minimum qualifications required for a career in police service

SUPERVISION RECEIVED

Works under the direct supervision of Police Sergeant or higher-ranking position and/or Police Academy staff.

SUPERVISION EXERCISED

Does not supervise.

ESSENTIAL FUNCTIONS

The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

Attends Academy classroom instruction on police policies, procedures, weaponless defense, criminal and civil law, physical fitness techniques, use of firearms, arrest procedures, community relations, operation of emergency vehicles and other mandated courses and related subjects; participates in field exercises and physical training routines; keeps and writes notebooks, reports, and other printed material and records; is available and open to the learning process with the goal of Police Academy graduation and eventual meaningful service to the Police Department.

QUALIFICATIONS

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way would be:

Education and Experience

Graduation from high school. Must possess a California Class C driver's license and proof of insurance. Must be a citizen of the United States or have applied for citizenship. Must be 21 years of age at the time of application. English/Spanish bilingual skills highly desirable.

This is a terminal class. The recruit must graduate from the Police Academy and fulfill all other requirements, in which case he/she shall advance to the rank of Police Officer. Failure to meet graduation or other requirements shall result in termination.

Physical Standards

Height and weight correlations must be in proper proportion according to current medical standards. Normal

color vision. Visual acuity of 20/70 in each eye correctable to 20/30 in each eye. Ability to pass a physical endurance and agility examination.

Knowledge, Skills, and Abilities

Knowledge of: the organization, operation, rules and regulations of the Police Department; principles and techniques of police administration including traffic control, crime prevention, crowd disturbances and delinquency; rules of evidence; laws, ordinances and regulations affecting the work of the Department including custody of prisoners, arrest and court procedures; criminal investigation and case preparation; technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control and safety, record keeping and care and custody of persons and property; community policing policies and philosophy; community relations; governmental structure/organization of the City of South Gate and interrelations of the Police Department; principles and practices of personnel management, supervision and leadership.

Ability to: read and understand departmental policies, rules, instructions, laws, regulations and police literature; ability to analyze situations and adopt a quick, calm, effective and reasonable course of action in situations involving emotional or physical pressures; ability to write clear and accurate reports; remember names, faces and details of incidents; ability to establish and maintain effective relationships with others; ability to interact tactfully, effectively and sensitively with City Officials, Officials of other organization, members of other agencies, community organizations, community leaders, the media and especially the public; ability to understand and be sensitive to the needs and concerns of ethnic and cultural groups in the City; and the ability to evaluate sensitive situations quickly and initiate appropriate action to diffuse situations and/or resolve problems.

Skill: in the operation of a variety of office equipment, including computer; ability to type 25 words per minute net.

ADDITIONAL INFORMATION:

CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM

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PHYSICAL DEMANDS AND WORK ENVIRONMENT

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City of South Gate

CLASS SPECIFICATIONS AND ATTRIBUTES

POLICE OFFICER

DESCRIPTION

Under general supervision, police officers enforce laws and ordinances, prevent crime, protect life and property, maintain order, [investigate crimes, accidents, vandalism, and detain persons suspected of criminal behavior; and emphasize community-based policing, community interaction and collaborative problem solving](#) and perform related work as required.

CLASS CHARACTERISTICS

The Police Officer is the journey level class in the Police Officer series in which incumbents are expected to independently perform the full scope of assigned law enforcement duties and responsibilities under general supervision. This classification is distinguished from the next higher classification of Police Sergeant in that the latter is responsible for the performance of the more complex and difficult tasks, for making command decisions in the field and for the supervision of assigned personnel and activities.

SUPERVISION RECEIVED

Works under the direct supervision of Police Sergeant or higher-ranking position depending upon assignment.

SUPERVISION EXERCISED

Does not supervise.

ESSENTIAL FUNCTIONS

[Essential functions include, but are not limited to, the following:](#)

[The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.](#)

Patrols assigned areas by car, foot, or motorcycle; performs crime suppression and prevention activities; [makes arrests, issues citations, serves subpoenas, and warrants; gives directions and](#) answers special calls; conducts initial and follow-up investigations; interviews victims, complainants and witnesses; answers complaints, including domestic disturbances, health code and local ordinance violations; performs surveillance activities; conducts chemical, drug and alcohol testing; investigates suspicious circumstances.

Performs selective enforcement when assigned, responds to radio messages or telephone instruction; appears at scenes of accidents, disorders, or crimes; notes and reports traffic hazards; investigates and prepares reports on accidents, offenses and damages to property.

Assists in booking and releasing prisoners; transports prisoners; appears in court on and off duty as the arresting officer; interrogates persons whose actions are suspicious; performs initial investigations of crime and violations reported.

[Regulates traffic, e](#)Enforces traffic laws; conducts complete accident investigations; controls and directs traffic when necessary; [reports unsafe or hazardous conditions; requests objects which may endanger traffic be removed from the streets;](#) performs crowd control, special event or riot duties; [may act as a dispatcher or jailer.](#) assists in crime prevention activities and the control of juvenile delinquency; counsels and educates the

community; administers first aid in cases of emergency.

Provides assistance, information and responds to questions in collaboration with staff, citizens and public safety agencies as appropriate.

Emphasizes collaborative problem solving and community interaction in all aspects of the job and in a manner that is free of bias against any individuals or specific groups of people

Attends special training classes and target practice.

Establishes positive working relationships with representatives of community organizations and associations, City management and staff and the public.

QUALIFICATIONS

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way would be:

Education Training and Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for a Police Officer. Applicants must be gGraduation from high school or equivalent, or have attained a two-year, four-year, or advanced degree from an accredited college or university. Graduates from or attending a P.O.S.T. Basic Police Academy, be a Lateral Transfer from another police department, an employee of the South Gate Police Department, a member of the South Gate Explorer Post, or a South Gate Reserve Police Officer with 400 or more hours of experience (patrol time in South Gate). Must obtain and maintain a valid Basic Peace Officer's Standards and Training (P.O.S.T.) Certificate within eighteen (18) months of hire.

License/Certifications/Special Requirements

Must possess Possession of a California Class C driver's license and showing proof of insurance and a satisfactory driving record required at time of appointment and throughout employment in this position. - Must be a United States citizen OR permanent resident alien who is eligible for and has applied for citizenship. Citizenship must be obtained within three years of appointment. English/Spanish bilingual skills highly desirable. Must be 21 years of age at the time of application appointment. Per Section 13651 PC: must be found to be free from any physical, emotional, or mental condition, including bias against race or ethnicity, gender, nationality, religion, disability, or sexual orientation, that might adversely affect the exercise of the powers of a peace officer. Background, fingerprinting, polygraph examination, and medical and psychological clearance required.

Physical Standards

Height and weight correlations must be in proper proportion according to current medical standards. Normal color vision. Visual acuity of 20/70 in each eye correctable to 20/30 in each eye. Ability to pass a physical endurance and agility examination.

Knowledge, Skills, and Abilities

Knowledge of: the organization, operation, rules and regulations of the Police Department; principles and techniques of police administration including traffic control, crime prevention, crowd disturbances and delinquency; rules of evidence; laws, ordinances and regulations affecting the work of the Department including custody of prisoners, arrest and court procedures; criminal investigation and case preparation; technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control and safety, record keeping and care and custody of persons and property;

community policing policies and philosophy; collaborative conflict resolution skills and excellent interpersonal communication skills; community relations; governmental structure/organization of the City of South Gate and interrelations of the Police Department; principles and practices of personnel management, supervision and leadership.

Ability to: read and understand departmental policies, rules, instructions, laws, regulations and police literature; ability to analyze situations and adopt a quick, calm, effective and reasonable course of action in situations involving emotional or physical pressures; ability to write clear and accurate reports; remember names, faces and details of incidents; ability to establish and maintain effective relationships with others; ability to interact tactfully, effectively and sensitively in a positive manner with City Officials, Officials of other organization, members of other agencies, community organizations, community leaders, the media and especially the public; ability to understand and be sensitive to the needs and concerns of ethnic and cultural groups-diverse populations in the City; and the ability to evaluate sensitive situations quickly and initiate appropriate action to diffuse situations and/or resolve problems.

Skill in the operation of a variety of office equipment, including computer; ability to type 25 words per minute net.

ADDITIONAL INFORMATION:

CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. ~~Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.~~ While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear and may stand for extended periods of time. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include normal color vision and the ability to adjust focus. The noise level in the work environment is usually quiet in the office and moderately loud when outdoors. Incumbents are occasionally exposed to outside weather conditions, traffic, dust, gas, fumes and chemicals.

City of South Gate

POSITION SPECIFICATIONS AND ATTRIBUTES

POLICE OFFICER-LATERAL

DESCRIPTION

Under general supervision, police officers enforce laws and ordinances, prevent crime, protect life and property, maintain order, investigate crimes, accidents, vandalism, and detain persons suspected of criminal behavior; and emphasize community-based policing, community interaction and collaborative problem solving and perform related work as required.

CLASS CHARACTERISTICS

The Police Officer is the journey level class in the Police Officer series in which incumbents are expected to independently perform the full scope of assigned law enforcement duties and responsibilities under general supervision. This classification is distinguished from the next higher classification of Police Sergeant in that the latter is responsible for the performance of the more complex and difficult tasks, for making command decisions in the field and for the supervision of assigned personnel and activities.

SUPERVISION RECEIVED

Works under the direct supervision of Police Sergeant or higher-ranking position depending upon assignment.

SUPERVISION EXERCISED

~~Occasional supervision of non-sworn personnel. Does not supervise.~~

ESSENTIAL FUNCTIONS

Essential functions include, but are not limited to, the following:

The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

Patrols assigned areas by car, foot, bicycle or motorcycle; performs crime suppression and prevention activities; makes arrests, issues citations, serves subpoenas, and warrants; gives directions and answers special calls; conducts initial and follow-up investigations; interviews victims, complainants and witnesses; answers complaints, including domestic disturbances, health code and local ordinance violations; performs surveillance activities; conducts chemical, drug and alcohol testing; investigates suspicious circumstances.

Performs selective enforcement when assigned, responds to radio messages or telephone instruction; appears at scenes of accidents, disorders, or crimes; notes and reports traffic hazards; investigates and prepares reports on accidents, offenses and damages to property.

Assists in booking and releasing prisoners; transports prisoners; appears in court on and off duty as the arresting officer; interrogates persons whose actions are suspicious; performs initial investigations of crime and violations reported.

Regulates traffic, enforces traffic laws; conducts complete accident investigations; controls and directs traffic when necessary; reports unsafe or hazardous conditions; requests objects which may endanger traffic be removed from the streets; performs crowd control, special event or riot duties; may act as a dispatcher or jailer, assists in crime prevention activities and the control of juvenile delinquency; counsels and educations

the community; administers first aid in cases of emergency.

Provides assistance, information and responds to questions in collaboration with staff, citizens and public safety agencies as appropriate.

Emphasizes collaborative problem solving and community interaction in all aspects of the job and in a manner that is free of bias against any individuals or specific groups of people.

Attends special training classes and target practice.

Establishes positive working relationships with representatives of community organizations and associations, City management, staff and the public.

QUALIFICATIONS

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way would be:

Education Training and Experience

~~Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for a Police Officer. Any combination equivalent to~~ Graduation from high school ~~or equivalent, or have attained a two-year, four-year, or advanced degree from an accredited college or university.~~ Applicants must currently be employed by a California Law Enforcement Agency, be off probation and be in possession of a Basic POST Certificate issued by the State of California.

License/Certifications/Special Requirements

Must possess a California Class C driver's license ~~and showing~~ proof of insurance ~~and a satisfactory driving record required at time of appointment and throughout employment in this position.~~ Must be a citizen of the United States ~~or have applied for citizenship OR permanent resident alien who is eligible for and has applied for citizenship. Citizenship must be obtained within three years of appointment.~~ English/Spanish bilingual skills highly desirable. ~~Must be 21 years of age at the time of application. Per Section 13651 PC: must be found to be free from any physical, emotional, or mental condition, including bias against race or ethnicity, gender, nationality, religion, disability, or sexual orientation, that might adversely affect the exercise of the powers of a peace officer. Background, fingerprinting, polygraph examination, and medical and psychological clearance required.~~

Physical Standards

Height and weight correlations must be in proper proportion according to current medical standards. Normal color vision. Visual acuity of 20/70 in each eye correctable to 20/30 in each eye. Ability to pass a physical endurance and agility examination.

Knowledge, Skills, and Abilities

Knowledge of: the organization, operation, rules and regulations of the Police Department; principles and techniques of police administration including traffic control, crime prevention, crowd disturbances and delinquency; rules of evidence; laws, ordinances and regulations affecting the work of the Department including custody of prisoners, arrest and court procedures; criminal investigation and case preparation; technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control and safety, record keeping and care and custody of persons and property; community policing policies and philosophy; collaborative conflict resolution skills and excellent interpersonal communication skills; community relations; governmental structure/organization of the City of South Gate and interrelations of the Police Department; principles and practices of personnel management, supervision and leadership.

Ability to: read and understand departmental policies, rules, instructions, laws, regulations and police literature; ability to analyze situations and adopt a quick, calm, effective and reasonable course of action in situations involving emotional or physical pressures; ability to write clear and accurate reports; remember names, faces and details of incidents; ability to establish and maintain effective relationships with others; ability to interact tactfully, effectively and in a positive mannersensitively with City Officials, Officials of other organization, members of other agencies, community organizations, community leaders, the media and especially the public; ability to understand and be sensitive to the needs and concerns of diverse populationsethnic and cultural groups in the City; and the ability to evaluate sensitive situations quickly and initiate appropriate action to diffuse situations and/or resolve problems.

Skill: in the operation of a variety of office equipment, including computer; ability to accurately type 25 words per minute.

ADDITIONAL INFORMATION:

CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear and may stand for extended periods of time. The employee is occasionally required to use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include normal color vision and the ability to adjust focus. The noise level in the work environment is usually quiet in the office and moderately loud when outdoors. Incumbents are occasionally exposed to outside weather conditions, traffic, dust, gas, fumes and chemicals.

POLICE OFFICER-LATERAL
Created, ~~August~~July, 2010
Revised, December, 2021

City of South Gate

CLASS SPECIFICATIONS AND ATTRIBUTES

POLICE RECRUIT

DESCRIPTION

Under general supervision, to attend the prescribed Basic Police Academy; to maintain acceptable grade levels and to achieve graduation; to participate in any and all field exercises as directed and to do related work as required.

CLASS CHARACTERISTICS

While distinctively uniformed as a non-sworn non-peace officer in training, develops minimum qualifications required for a career in police service

SUPERVISION RECEIVED

Works under the direct supervision of Police Sergeant or higher-ranking position and/or Police Academy staff.

SUPERVISION EXERCISED

Does not supervise.

ESSENTIAL FUNCTIONS

~~Essential functions include, but are not limited to, the following:~~ The following functions are typical for this classification. The incumbent may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

Attends Academy classroom instruction on police policies, procedures, weaponless defense, criminal and civil law, physical fitness techniques, use of firearms, arrest procedures, community relations, operation of emergency vehicles and other mandated courses and related subjects; participates in field exercises and physical training routines; keeps and writes notebooks, reports, and other printed material and records; is available and open to the learning process with the goal of Police Academy graduation and eventual meaningful service to the Police Department.

QUALIFICATIONS

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way would be:

Training-Education and Experience

~~Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. A typical way of obtaining the knowledge and abilities would be g~~Graduation from high school. Must possess a California Class C driver's license and proof of insurance. Must be a citizen of the United States or have applied for citizenship. Must be 21 years of age at the time of application ~~ointment~~. English/Spanish bilingual skills highly desirable.

This is a terminal class. The recruit must graduate from the Police Academy and fulfill all other requirements, in which case he/she shall advance to the rank of Police Officer. Failure to meet graduation or other requirements shall result in termination.

Physical Standards

Height and weight correlations must be in proper proportion according to current medical standards. Normal color vision. Visual acuity of 20/70 in each eye correctable to 20/30 in each eye. Ability to pass a physical endurance and agility examination.

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Ability to: read and understand departmental policies, rules, instructions, laws, regulations and police literature; ability to analyze situations and adopt a quick, calm, effective and reasonable course of action in situations involving emotional or physical pressures; ability to write clear and accurate reports; remember names, faces and details of incidents; ability to establish and maintain effective relationships with others; ability to interact tactfully, effectively and sensitively with City Officials, Officials of other organization, members of other agencies, community organizations, community leaders, the media and especially the public; ability to understand and be sensitive to the needs and concerns of ethnic and cultural groups in the City; and the ability to evaluate sensitive situations quickly and initiate appropriate action to diffuse situations and/or resolve problems.

Skill: in the operation of a variety of office equipment, including computer; ability to type 25 words per minute net.

ADDITIONAL INFORMATION:

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POLICE RECRUIT
Revised August, 2010
Revised, December, 2021

DEC 07 2021


2:00pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: December 14, 2021
Originating Department: Administrative Services

Deputy Director: 
Kim Sao

Interim City Manager: 
Chris Jeffers

SUBJECT: CALNET NEXT GENERATION CONTRACTS FOR TELECOMMUNICATIONS SERVICES

PURPOSE: To continue telecommunication services with AT&T through the State of California Department of Technology (CDT) Telecommunications Contracts (CALNET) program.

RECOMMENDED ACTION: The City Council will consider:

- a. Approving the Authorization to Order (ATO) forms to utilize the State of California Department of Technology (CDT) Telecommunications Contracts (CALNET) NEXT GENERATION for Data Networks and Communication Services (C4-DNCS-19-001-40,) Legacy Telecommunications Voice and Data Services (C4-LEG-12-10-TS-01); and
- b. Authorizing the City Manager to execute the Contracts and related documents in a form acceptable to the City Attorney.

FISCAL IMPACT: All funds have been budgeted in the adopted Fiscal Year 2021/2022 Budget.

ANALYSIS: The new pricing through the California Department of Technology Services will allow us to reduce our monthly costs from \$1,791.50 to \$1,589. In addition, we believe ethernet services will improve between City Hall and the Parks & Recreation offices at South Gate Park. This has been an on-going issue for several years. All internet traffic for our Parks & Recreation offices runs through City Hall servers making the connection critical for services. If we do not approve the ATOs, we can expect a tripling of costs for the OPT-E-MAN connection. Additionally, the technology is being phased out. The replacement technology via ethernet will increase speeds from 100 MB to 600 MB, which is critical in today's world where data is being transferred via the internet.

This new service level from AT&T will position us better for the full implementation of the adopted technology plan. This plan will be providing new technologies which will require internet and abilities to properly execute their benefit. We know the recently approved VOIP telephone system overhaul will benefit greatly from an increase in internet service under this proposed agreement.

BACKGROUND: The State of California Department of Technology Services competitively bid for communication services throughout the state and the contracts are available through the CALNET program. Under the CALNET program, these service contracts are made available to all government agencies within the State of California. The City of South Gate has utilized previous versions of the CALNET program to obtain competitive rates for services which are usually much higher on the open market. The service provider, AT&T, is a local provider in South Gate. Services procured through the CALNET Program include:

1. Voice: local and long distance
2. Data: Internet and VOIP trunks

Additionally, CALNET provides a dedicated account team for assistance with any billing discrepancies and maintenance issues.

The City's bid process, per South Gate Municipal Code Section 1.54.510.C.2, allows the use of intergovernmental cooperative purchasing agreements. CALNET contracts are spearheaded by the State of California Department of Technology Services which competitively solicits services and uses the State's considerable bargaining power to negotiate favorable services, pricing and terms for state and local public agencies.

- ATTACHMENTS:**
- A. Data Networks and Communication Services (C4-DNCS-19-001-40)
 - B. Data Networks and Communication Services (C4-DNCS-19-001-40) – ATO (Authorization to Order)
 - C. Legacy Telecommunications Voice and Data Services (C4-LEG-12-10-TS-01)
 - D. Legacy Telecommunications Voice and Data Services (C4-LEG-12-10-TS-01) – ATO (Authorization to Order)
 - E. CALNET Ordering Forms NESPA
 - F. Non- E-Rate Rider Form

STATE OF CALIFORNIA
DEPARTMENT OF TECHNOLOGY
STATEWIDE TECHNOLOGY PROCUREMENT

STANDARD AGREEMENT AMENDMENT

TECH 213A (rev. 06/2020)

REGISTRATION NUMBER
AMENDMENT NUMBER 04

AGREEMENT NUMBER C4-DNCS-19-001-40

CHECK HERE IS ADDITIONAL PAGES ARE ATTACHED PAGES 1,211

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:
 CONTRACTING AGENCY NAME
California Department of Technology
 CONTRACTOR NAME
AT&T Corp.

2. The term of this Agreement is: April 14, 2020, or upon approval by CDT STP, whichever is later,
through June 30, 2025, with three (3) one-year options to extend.

3. The maximum amount of this Agreement after this Amendment is: \$0.00
(Zero Dollars and Zero Cents)

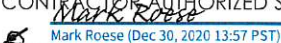
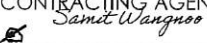
4. The parties agree to comply with the terms and conditions of this Agreement Amendment. All documents and/or actions noted below are by this reference made part of the Agreement and incorporated herein:

ATTACHMENTS PAGES
 Attachment 0101

ACTION(S)
 Changes were made to the Volumes identified within Attachment 1 and the change log is incorporated within:
 Category 20; Statement of Work (SOW): Technical Specifications and Catalog A
 Category 23; Statement of Work (SOW): Technical Specifications and Catalog A
 Category 24; Statement of Work (SOW): Technical Specifications and Catalog A
 Category 25; Statement of Work (SOW): Technical Specifications and Catalog A

All other terms and conditions remain the same.


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	Department of Technology (CDT), Statewide Technology Procurement (STP) Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>AT&T Corp.</u>	
CONTRACTOR AUTHORIZED SIGNATURE  <u>Mark Roese (Dec 30, 2020 13:57 PST)</u>	DATE SIGNED <u>Dec 30, 2020</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Mark Roese, AVP - State, Local and Education</u>	
ADDRESS <u>2700 Watt Avenue, Ste. 1213, Sacramento, CA 95821</u>	
STATE OF CALIFORNIA	
CONTRACTING AGENCY NAME <u>California Department of Technology</u>	
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <u>Samit Wangnoo</u>	DATE SIGNED <u>Dec 30, 2020</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Sam Wangnoo, Statewide Technology Procurement Branch Chief</u>	
CONTRACTING AGENCY ADDRESS <u>P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810</u>	

California Department of Technology

APPROVED

DATE 01/05/2021


 Signed: Tiffany H. Hsieh (Jan 5, 2021 15:35 PST)

Statewide Technology Procurement

EXEMPT PER:

11

ATTACHMENT 1 – LIST OF AMENDED CONTRACT DOCUMENTS

This Attachment 1 dated December 15, 2020, contains a list of revised contract documents hereby incorporated into this Contract. The original PDF version remains the official version. In the event of any inconsistency between the Contractor's versions, articles, attachments, specifications, or provisions (which constitute the Contract), the official State version of the Contract in its entirety shall take precedence.

Replaces the Contractor's Response for the following documents in their entirety:

- 2) Volume 2, Category 20
 - a. Contractor's BAFO Response to Category 20 Statement of Work (351 pages)
- 3) Volume 3, Category 20
 - a. Contractor's BAFO Response to Category 20 Catalog A (149 pages)
- 4) Volume 2, Category 23
 - a. Contractor's BAFO Response to Category 23 Statement of Work (342 pages)
- 5) Volume 3, Category 23
 - a. Contractor's BAFO Response to Category 23 Catalog A (161 pages)
- 6) Volume 2, Category 24
 - a. Contractor's BAFO Response to Category 24 Statement of Work (350 pages)
- 7) Volume 3, Category 24
 - a. Contractor's BAFO Response to Category 24 Catalog A (203 pages)
- 8) Volume 2, Category 25
 - a. Contractor's BAFO Response to Category 25 Statement of Work (379 pages)
- 9) Volume 3, Category 25
 - a. Contractor's Response to Category 25 Catalog A (201 pages)

Amendment No. 4 Summary of Changes

C4- DNCS-19-001-40

This Amendment No. 4 ("Amendment") by and between AT&T Corp., Inc. ("Contractor") and the State of California ("State") is effective upon execution by the parties ("Effective Date").

WHEREAS, AT&T Corp. and State entered into the Agreement for CALNET Data Networks and Communications Services ("Agreement") on January 14, 2020 for Category 20, 23, 24, and 25 Technical Requirements and March 5, 2020 for Category 20, 23, 24, and Category 25 Catalog A.

WHEREAS, the parties now desire to amend the Agreement.

NOW THEREFORE, the parties, in consideration of the mutual covenants contained herein and intending to be legally bound, agree that the Agreement is amended as follows:

Category 20 – Dedicated MPLS Data Network, Statement of Work, Technical Requirements, is hereby amended to include the following and is attached:

Header

- Added "

State of California
Department of Technology

AT&T Corp
C4-DNCS-19-001-40, Am 4
Category 20 - Technical Requirements

"

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3 - 4, Table of Contents repagination;

Table 20.2.9.2.b – Unsolicited MPLS Port and Access Bundled Transport Speeds,

- Page 46, Items #9 – Items #18, Deleted.

Table 20.2.9.3.b – Unsolicited MPLS Port, Access and Layer 3 Routing Device Bundled Transport Speeds,

- Page 60, Items # 23 – Items #32, Deleted.

Table 20.2.10 – Unsolicited MPLS Services and Features,

- Page 67, Items #49 – Items #72, Deleted;
- Pages 67 – Pages 182, renumbered table items "73 - 561" to "49 - 367"
- Page 182, Items #367 – Items #514, Deleted; and
- Page 188, Items #555 – Items #561, Deleted.

Table 20.3.2.2 – Unsolicited Services Related Infrastructure,

- Page 199, Deleted entire table.

Section 20.4.8.2 Catastrophic Outage 1 (CAT 1) (M-S),

- Page 213, Services: Inserted "ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service"; and
- Page 214, Objectives: Inserted new services in table with each having a Standard "S" commitment of "≤ 2 hours".

Section 20.4.8.3 Catastrophic Outage 2 (CAT 2) (M-S),

- Page 215, Services: Inserted "ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service"; and
- Pages 215 - 216, Objectives: Inserted new services in table with each having a Premier "P" commitment of "≤ 15 Minutes".

Section 20.4.8.4 Catastrophic Outage 3 (CAT 3) (M-S),

- Page 217, Services: Inserted "ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service"; and
- Pages 217-218, Objectives: Inserted new services in table with each having a Premier "P" commitment of "≤ 15 Minutes".

Section 20.4.8.6 Excessive Outage (M-S),

- Page 220, Services: Inserted "ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service"; and
- Objectives: Inserted new services in table with each having a Standard "S" commitment of "12 Hours".

Section 20.4.8.7 Managed Service Proactive Notification (M-S),

- Page 222, "Rights and Remedies", "1. Per Occurrence:"
 - Deleted "Internet"; and
 - Inserted "Customer will receive a credit or refund equal to 10% of the TMRC for each Contractor Managed."

Section 20.4.8.9 Provisioning (M-S),

- Page 225, Services: Inserted "ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service" in table along with Committed interval days "45" and "Coordinated/Managed Project" for each service; and
- Page 225, Objective 2: Inserted into table "ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service" with each having a Premier "P" commitment of "≥ 95%".

Section 20.4.8.10 Time to Repair (TTR)(M-S),

- Page 226, Services: Inserted "ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service"; and
- Page 227, Objectives: Inserted new services in table with each having a Premier "P" commitment of "4 Hours".

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #4, 12/15/2020".

Category 20 – MPLS Data Network, Statement of Work, Catalog A, is hereby amended to include the following and is attached:

Header

- Added "

State of California
Department of Technology

AT&T Corp
C4- DNCS-19-001-40, Am 4
Category 20 - Catalog A

"

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3, Table of Contents repagination.

Table 20.2.9.2.b – Unsolicited MPLS Port and Access Bundled Transport Speeds,

- Page 11, Items #9 – Items #18, Deleted.

Table 20.2.9.3.b – Unsolicited MPLS Port, Access and Layer 3 Routing Device Bundled Transport Speeds,

- Page 19, Items #23 – Items #32, Deleted.

Table 20.2.10 – Unsolicited MPLS Services and Features,

- Page 23, Items #49 – Items #72, Deleted;
- Renumbered table items "73 - 561" to "49 - 367";
- Page 25, Items #98 – Items #112, Deleted;
- Page 44, Items #367 – Items #514, Deleted; and
- Page 47, Items #555 – Items #561, Deleted.

Table 20.3.2.2 – Unsolicited Services Related Infrastructure,

- Page 49, Items #1- Items #810, Deleted entire table contents.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment Log as: "Amendment #4, 12/15/2020".

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 23 – Metropolitan Area Network Ethernet, Statement of Work, Technical Requirements, is hereby amended to include the following and is attached:

Header

- Added "

State of California
Department of Technology

AT&T Corp.
C4-DNCS-19-001-40, Am 4
Category 23 - Technical Requirements

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Pages 3 - 4, Table of Contents repagination;

Table 23.2.1.6.4 – Unsolicited MAE Services and Features,

- Page 111, Items #175 – Items #183, Deleted;
- Renumbered table items "184 - 953" to "175 - 944"
- Page 169, Item #780, Bidder's Product Description, Restrictions and Limitations, Inserted "1Gbps 1GE - Gigabit Ethernet 10Gbps 10GE LAN-PHY 10GE WAN-PHY 100Gbps 100GE Access is subject to availability of facilities." ;
- Items #790 – Items #794, Deleted; and
- Pages 171 – Pages 173, Items #785 – Items #789, Added new content in its entirety.

Table 23.4.2.2 – Unsolicited Services Related Infrastructure,

- Page 247, Items # 1- Items #810, Deleted entire table contents.

Section 23.5.8.1 Availability)(M-S),

- Page 259, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Pages 259-260, Objectives: Inserted new services to table with each having a Standard "S" commitment of "≥ 99.5%".

Section 23.5.8.2 Catastrophic Outage 1 (CAT 1)(M-S),

- Page 261, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Pages 261– Pages 262, Objectives: Inserted new services to table with each having a Standard "S" commitment of "≤ 2 hours".

Section 23.5.8.3 Catastrophic Outage 2 (CAT 2)(M-S),

- Page 263, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Page 263, Objectives: Inserted new services to table with each having a Standard "S" commitment of "≤ 30 Minutes".

Section 23.5.8.4 Catastrophic Outage 3 (CAT 3)(M-S),

- Pages 264-265, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Page 265, Objectives: Inserted new services in table with each having a Premier "P" commitment of "≤ 15 Minutes".

Section 23.5.8.5 Excessive Outage(M-S),

- Pages 266, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Pages 266 – Pages 267, Objectives: Inserted new services in table with each having a Standard "S" commitment of "≤12 Hours".

Section 23.5.8.7 Latency (M-S),

- Page 269, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service,

- EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Pages 269 – Pages 270, Objectives: Inserted new services in table with each having a Standard "S" commitment of " $\leq 50\text{ms}$ ".

Section 23.5.8.8 Packet Loss (M-S),

- Page 271, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Pages 271 – Pages 272, Objectives: Inserted new services in table with each having a Standard "S" commitment of " $\leq .5\%$ Packet Loss".

Section 23.5.8.9 Provisioning (M-S),

- Pages 273 – Pages 274, Services Table: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service along with Committed interval days "30" and "Coordinated/Managed Project"; and
- Page 274 , Objectives 2 Table: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service with each having a Premier "P" commitment of " $\geq 95\%$ ".

Section 23.5.8.10 Time to Repair (TTR)(M-S),

- Page 275, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Page 276, Objectives: Inserted new services in table with each having a Premier "P" commitment of " ≤ 4 Hours".

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #4, 12/15/2020".

Category 23 – Metropolitan Area Network Ethernet, Statement of Work, Catalog A, is hereby amended to include the following and is attached:

Header

- Added "

"

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3, Table of Contents repagination;

Table 23.2.1.6.4 – Unsolicited MAE Services and Features,

- Page 32, Items #175 – Items #183, Deleted; and
- Renumbered table items "184 - 953" to "175 - 944".

Table 23.4.2.2.b – Unsolicited Services Related Infrastructure,

- Page 74, Items #1- Items #810, Deleted in its entirety.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #4, 12/15/2020".

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 24 – Flat Rate Internet, Statement of Work, Technical Requirements, is hereby amended to include the following and is attached:

Header

- Added "

"

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3 - 4, Table of Contents repagination;

Table 24.2.5.1.c – Unsolicited Internet Flat Rate Service Offerings,

- Page 20, Item #11, Updated Bidder's Product Identifier from "NI1211" to "NI121".

Table 24.2.7 – Additional Unsolicited Services,

- Page 85, Items #190 – Items #204, Deleted;
- Renumbered Items "205 - 610" to "190 - 666";
- Page 146, Items # 506 – Items # 515, Deleted;
- Page 160, Items #578 – Items #583, Deleted;
- Page 199, Items #654 – Items #663, Deleted; and
- Page 206, Items #701 – Items #703, Deleted.

Table 24.5.2.2 – Unsolicited Services Related Infrastructure

- Page 244, Items # 1- Items #810, Deleted entire table contents.

Section 24.6.8.1 Availability (M-S),

- Page 256, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Pages 256 – Pages 257, Objectives: Inserted new services in table with each having a Standard "S" commitment of "≥ 99.5%".

Section 24.6.8.2 Catastrophic Outage 1 (CAT 1) (M-S),

- Page 258, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Pages 258 – Pages 259, Objectives: Inserted new services in table with each having a Standard "S" commitment of "≤ 2 hours".

Section 24.6.8.3 Catastrophic Outage 2 (CAT 2)(M-S),

- Page 260, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Page 261, Objectives: Inserted new services in table with each having a Standard "S" commitment of "≤ 30 Minutes".

Section 24.6.8.4 Catastrophic Outage 3 (CAT 3)(M-S),

- Page 263, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Pages 263 – Pages 264, Objectives: Inserted new services in table with each having a Premier "P" commitment of " ≤ 15 Minutes".

Section 24.6.8.6 Excessive Outage(M-S),

- Page 266, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Pages 266 – Pages 267, Objectives: Inserted new services in table with each having a Standard "S" commitment of "12 Hours".

Section 24.6.8.9 Provisioning (M-S),

- Pages 271 – Pages 272, Services Table: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway along with Committed interval days "30" and "Coordinated/Managed Project"; and
- Pages 272 – Pages 273, Objectives 2 Table: Inserted new services with each having a Premier "P" commitment of " $\geq 95\%$ ".

Section 24.6.8.10 Time to Repair (M-S),

- Page 274, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T

- Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Pages 274 – Pages 275, Objectives: Inserted new services in table with each having a Premier "P" commitment of "4 Hours".

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #4, 12/15/2020"

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 24 – Flat Rate Internet Services, Statement of Work, Catalog A, is hereby amended to include the following and is attached:

Header

- Added "

State of California
Department of Technology
"

AT&T Corp
C4-DNCS-19-001-40, Am 4
Category 24 - Catalog A

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3, Table of Contents repagination;

Table 24.2.7 – Additional Unsolicited Internet Services,

- Page 28, Items #190 – Items #204, Deleted;
- Renumbered Items "205 - 710" to "190 - 666";
- Page 89, Items #506 – Items #515, Deleted;
- Page 93, Items #578 – Items #583, Deleted;
- Page 100, Items #654 – Items #663, Deleted; and
- Page 104, Items #701 – Items #703, Deleted.

Table 24.5.2.2 – Unsolicited Services Related Infrastructure

- Page 100, Items #1- Items #810, Deleted.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #4, 12/15/2020".

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 25 – Sustained Bandwidth Internet Service, Statement of Work, Technical Requirements, is hereby amended to include the following and is attached:

Header

- Added "

State of California
Department of Technology
"

AT&T Corp
C4-DNCS-19-001-40, Am 4
Category 25 - Technical Requirements

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3 - 4, Table of Contents repagination;

Table 25.2.5.1.c – Unsolicited InSBET Services,

- Page 19, Items #3 – Items #11, Deleted.

Table 25.2.6.1 – Unsolicited Sustained Bandwidth Internet Services and Features

- Page 75, Items #1- Items #48, Deleted;
- Renumbered items "49 - 158" to "1 - 110"; and
- Page 93, Items #159 – Items #820, Deleted.

Table 25.5.2.2 – Unsolicited Services Related Infrastructure

- Page 137, Items # 1- Items #810, Deleted table contents entirely.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #4, 12/15/2020"

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 25 – Sustained Bandwidth Internet Service, Statement of Work, Catalog A, is hereby amended to include the following and is attached:

Header

- Added "

"

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Pages 3 - 4, Table of Contents repagination;

Table 25.2.5.1.c – Unsolicited InSBET Services,

- Page 6, Items #3 – Items #11, Deleted.

Table 25.2.6.1 – Unsolicited Sustained Bandwidth Internet Services and Features

- Page 23, Items #1 - Items #48, Deleted;
- Renumbered items "49-158" to "1-110"; and
- Page 35, Items #159 – Items #820, Deleted.

Table 25.5.2.2 – Unsolicited Services Related Infrastructure

- Page 38, Items # 1- Items #810, Deleted.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #4, 12/15/2020"

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

CALNET

AUTHORIZATION TO ORDER (ATO)

AT&T Corp. and the California Department of Technology (CDT) have entered into a five-year statewide contract for CALNET IFB C4DNCS19, Data Networks and Communications Services, Categories 20, 21, 22, 23, 24, 25, 27, 28, 29 and 30. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category: 20, MPLS Data Network Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 21, Standalone VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 22, Cloud Hosted VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 23, Metropolitan Area Network (MAN) Ethernet Services and Features

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 24, Flat Rate Internet Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 25, Sustained Bandwidth Internet Services and Features

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 27, Standard Contact Center Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 28, Custom Contact Center Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 29, Converged VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 30, Broadband with Internet Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Pursuant to the Contract C4-DNCS-19-001-40, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a [Non-State Entity Service Policy and Agreement](#) (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

By executing this ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.

- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

(Enter Non-State Entity name) intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence MM/DD/YYYY ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity

Non-State Entity Name

Authorized Agent

Title of Authorized Agent

Address

Contact Number

City, State, Zip Code

Email

Contractor

AT&T Corporation

Authorized Agent : Keith Nagel

Attention: Program Management Office

Address: 2700 Watt Avenue

Room 1213

Sacramento, CA 95821

Contact Number:

916-384-6175

Email:

KN7135@att.com

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET "**DATE EXECUTED**" shown below.

Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed

STD 213 STANDARD AGREEMENT FOR TELECOMMUNICATIONS

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 (REVISED 07/12)

REGISTRATION NUMBER
AGREEMENT NUMBER C4-LEG-12-10-TS-01

PURCHASING AUTHORITY NUMBER

- This Agreement is entered into between the State Agency and Contractor named below
STATE AGENCY'S NAME
 California Department of Technology
CONTRACTOR'S NAME
 AT&T Corp.
- The term of this Agreement is: The Contract Term for the following Categories shall commence on the date this contract is executed by the California Department of Technology, Statewide Technology Procurement through the term(s) as indicated below:
 Category 15
 - Section 15.2.2 Carrier DS0 Service - three (3) years, with two (2) one-year options to extend.
 - All other Category 15 services – seven (7) years, with three (3) one-year options to extend.
 Category 16 - five (5) years, with five (5) one-year options to extend.
 Category 17 - five (5) years, with five (5) one-year options to extend.
 Category 18
 - Section 18.3.1.1 Analog Service - three (3) years, with two (2) one-year options to extend.
 - All other Category 18 services – seven (7) years, with three (3) one-year options to extend.
- The maximum amount of this Agreement is: \$0.00 (zero dollars and no cents)
- The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:
 - Attachment 1 - Awarded Categories, 1 Page
 - Contractor's PMAC STD 213A Agreement# 12-10-TS-01.03, 3 Pages
 - General Provisions – Telecommunications, 09/24/2012, 47 Pages
 - (*) IFB C4A1LEG18 through Addendum 8 in its entirety, for Categories 15, 16, 17, and 18, 859 Pages
 - Attachment 2– List of Contractor's Response Documents Attached to this Agreement, 2 pages

This agreement is effective upon the start date, or upon STP approval, whichever is later.
 Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		Statewide Technology Procurement (STP) Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) AT&T Corp		
BY (Authorized Signature) 	DATE SIGNED 12/20/2018	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Roese, AVP		
ADDRESS 2700 Watt Ave., Room 4022 Sacramento, CA 95821		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Technology		
BY (Authorized Signature) 	DATE SIGNED 1.2.19	
PRINTED NAME AND TITLE OF PERSON SIGNING Tiffany Angulo, Branch Chief, Statewide Technology Procurement		
ADDRESS P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810		

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TECHNOLOGY
AGREEMENT NUMBER: C4-LEG-12-10-TS-01
AT&T CORP.

ATTACHMENT 1 – AWARDED CATEGORIES

Category 15	Dedicated Transport
Category 16	Long Distance Calling
Category 17	Toll-Free Voice Calling
Category 18	Legacy Telecommunications

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TECHNOLOGY
AGREEMENT NUMBER: C4-LEG-12-10-TS-01
AT&T CORP.**

**ATTACHMENT 2 – LIST OF CONTRACTOR'S RESPONSE DOCUMENTS ATTACHED TO THIS
AGREEMENT**

- 1) Volume 1, Common Documents
 - i) Contractor's Cover Letter, Response to Exhibit 3 – Exhibit 6, 8, 9 (9 pages)
 - ii) Contractor's Response to Business Requirements (93 pages)
 - iii) BAFO Executive Summary and Change Log (2 pages)
 - iv) Appendix A Glossary (9 pages)
 - v) Appendix B Special Terms and Conditions (12 pages)
 - vi) Appendix C Data Guidelines (51 pages)
 - vii) Appendix D Authorization to Order (6 pages)
- 2) Volume 2, Category 15
 - i) Contractor's Response to Exhibit 10-14 (14 pages)
 - ii) Contractor's Response to Category 15 Statement of Work (100 pages)
- 3) Volume 3, Category 15
 - i) Contractor's BAFO Response to Category 15 Cost Worksheets (53 pages)
 - ii) Contractor's BAFO Response to Category 15 Catalog A (106 pages)
- 4) Volume 2, Category 16
 - i) Contractor's Response to Exhibit 10-14 (14 pages)
 - ii) Contractor's Response to Category 16 Statement of Work (77 pages)
- 5) Volume 3, Category 16
 - i) Contractor's BAFO Response to Category 16 Cost Worksheets (72 pages)
 - ii) Contractor's BAFO Response to Category 16 Catalog A (72 pages)
- 6) Volume 2, Category 17
 - i) Contractor's Response to Exhibit 10-14 (14 pages)
 - ii) Contractor's BAFO Response to Category 17 Statement of Work (126 pages)
- 7) Volume 3, Category 17
 - i) Contractor's BAFO Response to Category 17 Cost Worksheets (50 pages)
 - ii) Contractor's BAFO Response to Category 17 Catalog A (30 pages)
- 8) Volume 2, Category 18
 - i) Contractor's Response to Exhibit 10-14 (14 pages)
 - ii) Contractor's Response to Category 18 Statement of Work (91 pages)
- 9) Volume 3, Category 18
 - i) Contractor's Response to Category 18 Cost Worksheets (69 pages)
 - ii) Contractor's Response to Category 18 Catalog A (62 pages)

CALNET

AUTHORIZATION TO ORDER (ATO)

AT&T Corp and the California Department of Technology (CDT) have entered into a multi-year statewide contract for CALNET Legacy Telecommunications Voice and Data Services, C4A1LEG18, Categories 15, 16, 17, and 18. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category 15, Dedicated Transport:

- Contract award: 01/03/2019
- Contract end: 01/02/2026
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category 15.2.2, Carrier DSO Service:

- Contract award: 01/03/2019
- Contract end: 01/02/2022
- Number of optional extensions and extension duration(s): 2 extensions, 1 year per extension

Category 16, Long Distance Calling:

- Contract award: 01/03/2019
- Contract end: 01/02/2024
- Number of optional extensions and extension duration(s): 5 extensions, 1 year per extension

Category 17, Toll Free Voice Calling:

- Contract award: 01/03/2019
- Contract end: 01/02/2024
- Number of optional extensions and extension duration(s): 5 extensions, 1 year per extension

Category 18, Legacy Telecommunications:

- Contract award: 01/03/2019
- Contract end: 01/02/2026
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category 18.3.1.1, Analog Service:

- Contract award: 01/03/2019
- Contract end: 01/02/2022
- Number of optional extensions and extension duration(s): 2 extensions, 1 year per extension

Pursuant to the Contract C4-LEG-12-10-TS-01, which is incorporated herein by reference, any eligible on-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity will be required to have a Non-State Entity Service Policy and Agreement (NESPA) on file with the CDT CALNET Program, prior to submitting the Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver the ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute the ATO.

By executing the ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of the ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Services(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.

- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity, and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

[Enter Non-State Entity name] intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence [MM/DD/YYYY] ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity

Non-State Entity Name

Address

Authorized Agent

City, State, Zip Code

Title of Authorized Agent

Contact Number

Email

Contractor

AT&T Corporation

Authorized Agent : Keith Nagel
Attention: Program Management Office
Address: 2700 Watt Avenue
Room 1213
Sacramento, CA 95821

Contact Number:
916-384-6175
Email:
KN7135@att.com

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET "**DATE EXECUTED**" shown below.

Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed

**DEPARTMENT OF TECHNOLOGY
NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA)**

The California Network and Telecommunications Program (CALNET) service offerings are primarily intended to meet State entity requirements. However, CALNET services may be purchased by qualified non-State entities. To use the CALNET next generation of contracts, non-State entities are required to self-certify that their organization qualifies for one of the CALNET eligibility criteria below.

Authorized Entity Criteria

Please select one of the following:

- Local government entities are defined as "any city, county, city and county, district or other governmental body empowered to expend public funds for the acquisition of goods" per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental entities, each local governmental entity should determine whether this contract is consistent with its procurement policies and regulations.
- Entirely 100% tax supported entity
- A governmental entity with a Joint Powers Agreement (JPA)
- Federally recognized Indian Tribe

NON-STATE ENTITY INFORMATION

REQUESTING NON-STATE ENTITY ORGANIZATION NAME

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE SIGNING ON BEHALF OF NON-STATE ENTITY

STREET ADDRESS

CITY, STATE, ZIP CODE

CONTACT PHONE NUMBER

EMAIL ADDRESS

I certify under penalty of perjury the requesting entity meets the NESPA "Authorized Entity Criteria" selected above.

NON-STATE ENTITY SIGNATURE

DATE

CDT/CALNET PROGRAM

CUSTOMER CODE:



Non - E-Rate Rider

ATTACHMENT TO Calnet NextGen ATO Categories 15-18, 20-30 ("Agreement")

This Attachment ("Attachment"), entered into by AT&T Corp ("AT&T") and City of South Gate ("Customer") and effective as of the date signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement.

TERMS AND CONDITIONS

E-rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-rate program. As an eligible school or library for participation in the E-rate program AT&T respectfully requests signature as confirmation of the statement below.

The products and services sought in the Agreement are not the subject of any current or future FCC Form 470 seeking bids for qualification of E-rate funding. Customer acknowledges that these services will be billed and paid in full by Customer and will not be discounted by AT&T nor be the subject of any Form 472 BEAR Form requesting E-rate reimbursement submitted by Customer.

<p>City of South Gate (by its authorized representative)</p>
<p>By:</p>
<p>Name:</p>
<p>Title:</p>
<p>Date:</p>

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

DEC 08 2021

10:28 A.M

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **December 14, 2021**

Originating Department: **Public Works**

Department Head: Arturo Cervantes Interim City Manager: Chris Jeffers

SUBJECT: LEASE PURCHASE AGREEMENT WITH JULES AND ASSOCIATES EQUIPMENT FINANCE SPECIALISTS FOR AN ASPHALT PATCH TRUCK FOR THE PUBLIC WORKS DEPARTMENT

PURPOSE: The Public Works Department maintains City roadways by keeping the streets clear and free from potholes. Reliability in service is a top priority and it is currently impacted by the Department’s twenty-year-old asphalt patch truck. The Fiscal Year 2021/22 Operating Budget includes funds for a lease purchase agreement to replace the asphalt patch truck. The City Council is requested to approve a five-year lease purchase agreement to secure it.

RECOMMENDED ACTIONS: The City Council will consider:
a. Approving a five-year Lease Purchase Agreement with Jules and Associates Equipment Finance Specialists to secure an H.D. Industries Pro-Patch TCM-425-100-DHER (“Asphalt Patch Truck”) in the amount of \$44,680 per year, for a total of \$223,400, with the option to purchase the vehicle at the end of the term for \$1.00; and
b. Authorizing the Mayor to execute the Lease Purchase Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The Lease Purchase Agreement is in the amount of \$223,400, or \$44,680 annually. It will be funded with Fleet Management Funds budgeted in Account No. 521-750-12-9003 (Fleet Management -Auto/Rolling Stock). If the Lease Purchase Agreement is approved by the City Council, \$44,680 will be budgeted in Fiscal Years 2022/23 through 2025/26 to pay for the lease term, as summarized below.

Lease Purchase Agreement	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	Total
	\$44,680	\$44,680	\$44,680	\$44,680	\$44,680	\$223,400

ANALYSIS: The Public Works Department, Streets and Sewers Division operates a fleet of 30 vehicles. The fleet includes an asphalt patch truck that is over 20 years old. This vehicle is in poor condition, unreliable and requires frequent maintenance. Repairs are costly and sometimes exceed the value of the vehicle since replacement parts are not readily available. The City Council budgeted \$44,708 for a Lease Purchase Agreement to replace the asphalt patch truck as a part of the Fiscal Year 2021/22 Operating Budget.

Staff is proposing that the Asphalt Patch Truck be acquired through HGACBuy, the Cooperative Purchasing Program operated by HGAC (Houston-Galveston Area Council). Considered a political subdivision of the state of Texas, HGAC has served local governments throughout the United States for over 40 years. HGAC conducted a competitive bid for street maintenance equipment and H.D. Industries, Inc. was one of the selected vendors. Utilizing contract SM#10-20, the City obtained a proposal from H.D. Industries' local dealer, Haaker Equipment Company.

The use of the Cooperative Purchasing Program to acquire the Asphalt Patch Truck complies with Section 1.54.310 (Formal Bidding Procedures for City Purchases of Supplies, Equipment, and Services Exceeding Fifty Thousand Dollars) of the City's Municipal Code. It allows the City to use the competitive bid process that was already completed by another government agency rather than spend time and effort to repeat the process.

The Asphalt Patch Truck has a purchase price tag of \$207,409 including \$3,000 in freight fees. The financing cost for the Lease Purchase Agreement is \$15,991. A lease was selected in lieu of a purchase for budgetary reasons.

BACKGROUND: The Public Works Department, Streets and Sewers Division is responsible for the maintenance of 125 miles of roadways and 11 miles of alleyways. The Division performs asphalt concrete maintenance work such as pothole patching, pavement overlays and asphalt ramping of sidewalks. The Division uses an asphalt patch truck to perform these functions, which is being recommended for replacement.

With the addition of the new Asphalt Patch Truck, vehicle breakdowns will be substantially reduced thus increasing productivity, reducing maintenance cost and liability, and increasing service levels. The new unit provides other benefits as well; for example, it will be equipped with a heating unit that will maintain the asphalt material at a workable temperature during inclement weather conditions.

ATTACHMENTS: A. Lease Purchase Agreement
B. Contract Pricing
C. Asphalt Patch Truck Quote

JP:lc

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, Instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
 - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
 - ◆ A second authorized individual that is with the Obligor should attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
 - ◆ Sign and print name and title
 - ◆ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
 - ◆ Sign and print name and title
11. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
12. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
13. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Additional Documentation Required

1. Signed and completed Credit Application

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by March 1, 2022, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor

City of South Gate, California
8650 California Avenue
South Gate, California 90280

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of January 1, 2022

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the Items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to

delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Oblgee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Oblgee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Oblgee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Oblgee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Oblgee hereunder have been received, Oblgee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Oblgee then Oblgee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Oblgee as provided herein and conveyed to Oblgee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Oblgee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Oblgee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Oblgee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Oblgee, then Oblgee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Oblgee with a certificate of insurance which lists the Oblgee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Oblgee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Oblgee from liability and property damage in any form and amount satisfactory to Oblgee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblgee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Oblgee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblgee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Oblgee or its assignees. Obligor shall furnish to Oblgee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Oblgee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Oblgee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Oblgee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Oblgee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Oblgee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Oblgee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Oblgee such documents as Oblgee may request to evidence the passage of legal title to the Equipment to Oblgee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Oblgee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Oblgee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Oblgee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Oblgee. All of Oblgee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblgee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblgee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligees approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If any fees are required to be paid by the California Debt & Investment Advisory Commission then such fees shall be paid directly from the Obligor to the California Debt & Investment Advisory Commission. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees' interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02. Remedies on Default. Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04. Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees' request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees' instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01. Establishment of Vendor Payable Account. On the date that the Obligees executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligees agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligees selects that is acceptable to Obligor (including Obligees or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligees of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligees to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligees.

Section 10.02. Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligees that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

Section 10.03. Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligees and Obligor will have no interest therein.

Section 10.04. Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Oblgee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Oblgee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Oblgee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Oblgee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Oblgee's satisfaction, and Oblgee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Oblgee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Oblgee and Obligor. Furthermore, Oblgee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Oblgee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Oblgee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Oblgee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Oblgee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Oblgee and will not apply to this Contract.

Oblgee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of South Gate, California

KS StateBank

Signature

Signature

Printed Name and Title

Jaymie Paavola-Luckert, Vice President

Printed Name and Title

**Government Obligation Contract
Dated: As of January 1, 2022**

IN WITNESS WHEREOF, the parties here to have executed and entered into this AGREEMENT as of the date first set forth above.

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

KS STATEBANK:

By: _____
Jaymie Paavola-Luckert, Vice President

Dated: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of January 1, 2022, between KS StateBank (Obligee) and City of South Gate, California (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) H.D. Industries Pro-Patch TCM-425-100-DHER mounted on Ford F-750 Chassis

Physical Address of Equipment after Delivery :

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of January 1, 2022, between Jules and Associates, Inc. (Obligee) and City of South Gate, California (Obligor)

Date of First Payment: February 1, 2022
 Original Balance: \$207,409.01
 Total Number of Payments: Five (5)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-Feb-22	\$44,679.83	\$658.46	\$44,021.37	\$169,388.14
2	01-Feb-23	\$44,679.83	\$6,023.67	\$38,656.16	\$128,400.97
3	01-Feb-24	\$44,679.83	\$4,598.52	\$40,081.31	\$86,520.28
4	01-Feb-25	\$44,679.83	\$3,120.83	\$41,559.00	\$43,726.59
5	01-Feb-26	\$44,679.83	\$1,588.66	\$43,091.17	\$0.00

City of South Gate, California

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of January 1, 2022, between KS StateBank (Obligee) and City of South Gate, California (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of South Gate, California

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of January 1, 2022, between KS StateBank (Obligee) and City of South Gate, California (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of January 1, 2022, between City of South Gate, California (Obligor) and KS StateBank (Obligee).
- Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s):

(Typed or Printed Name and Title of Individual(s) authorized to execute the Contract)

- Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature:

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title:

(Printed Name and Title of individual who signed directly above)

Attested By:

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title:

(Printed Name of individual who signed directly above)

EXHIBIT E
OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of January 1, 2022, between KS StateBank (Obligee) and City of South Gate, California (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of South Gate, California

Signature

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of January 1, 2022, between KS StateBank (Obligee) and City of South Gate, California (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: _____
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: jhoffman@ksstate.bank

or

Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

City of South Gate, California

Signature

Printed Name and Title

**EXHIBIT G
SIGNATURE CARD**

RE: Government Obligation Contract dated as of January 1, 2022, between KS StateBank (Obligee) and City of South Gate, California (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of South Gate, California.

City of South Gate, California

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT H
OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of January 1, 2022, between KS StateBank (Obligee) and City of South Gate, California (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of January 1, 2022, between KS StateBank (Obligee) and City of South Gate, California (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

City of South Gate, California

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	Certificate Holder:
City of South Gate, California	KS StateBank
8650 California Avenue	1010 Westloop, P.O. Box 69
South Gate, California 90280	Manhattan, Kansas 66505-0069

1. **Equipment Description**
 - ◆ One (1) H.D. Industries Pro-Patch TCM-425-100-DHER mounted on Ford F-750 Chassis
 - ◆ Please include all applicable VIN's, serial numbers, etc.
2. **Physical Damage**
 - ◆ All risk coverage to guarantee proceeds of at least \$207,409.01.
3. **Liability**
 - ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.
4. **Additional Insured and Loss Payee**
 - ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: jhoffman@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

City of South Gate, California

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3359708	Payment Amount \$44,679.83	Frequency of Payments Annual
Beginning Month _____ Year _____	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract City of South Gate, California	
Signature	Printed Name and Title
Tax ID Number	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act
USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 11-22-2021

BILL TO:

CITY OF SOUTH GATE, CALIFORNIA
ATTN: ACCOUNTS PAYABLE
8650 CALIFORNIA AVENUE
SOUTH GATE, CALIFORNIA 90280

REMIT TO:

KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3359708	02-01-2022	02-01-2022	\$44,679.83

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF JANUARY 1, 2022	PAYMENT AMOUNT: \$44,679.83
ONE (1) H.D. INDUSTRIES PRO-PATCH TCM-425-100-DHER MOUNTED ON FORD F-750 CHASSIS	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$44,679.83
	TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name City of South Gate, California	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 8650 California Avenue	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code South Gate, California 90280	7 Date of issue 01/01/2022
8 Name of issue Government Obligation Contract	9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Contact SouthGate,	10b Telephone number of officer or other employee shown on 10a (323) 563-9500

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► <u>One (1) H.D. Industries Pro-Patch TCM-425-100-DHER mounted on Ford F-750 Chassis</u>	18	212,153	30
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	02/01/2026	\$ 212,153.30	\$ 207,409.01	35.185 years	3.655 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	212,153	30
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	4,744	29
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28		
29 Total (add lines 24 through 28)	29	4,744	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	207,409	01

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c	Enter the EIN of the issuer of the master pool bond ▶ _____			
d	Enter the name of the issuer of the master pool bond ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶			<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box ▶			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ ▶		▶ _____ ▶		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Type or print name and title	PTIN
	H. Evan Howe	<i>H. Evan Howe</i>	11/22/2021		P01438994
	Firm's Name ▶	Baystone Financial LLC		Firm's EIN ▶	48-1223987
	Firm's Address ▶	10601 Mission Road, Suite 200, Leawood, KS 66206		Phone no.	(800) 752-3562



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

SM10-20

Date Prepared:

10/5/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF SOUTHGATE	Contractor:	HAAKER EQUIPMENT
Contact Person:	JUAN PRECIADO	Prepared By:	BRYAN FOX
Phone:	323-357-5804	Phone:	909-598-2706
Fax:		Fax:	
Email:	JPRECIADO@SOGATE.ORG	Email:	BRYANF@HAAKER.COM

Product Code:	Description:	TCM 425-100 DHER PRO-PATCH ASPHALT PATCHER
---------------	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 81,950.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Emulsion Rej Syst	\$2,232.00	50 Gal LP Gas Bottle	1,895
1.25 cy 30" Spoils Bin	\$2,215.00	Superior Sig SRTA16 Arrow Board	1,525
Hyd Bi-Fold Doors	\$4,998.00	4 Maxxima M20484YCL 4" Strobe Lights	450
Wacker WP1550AW Compactor	\$2,795.00	Meteorlight SY2000 Strobe Light	355
Hyd Rear Lift	\$3,050.00	Maxxima 6.5" Tail Lights	665
Stanley BR45 Jackhammer	\$3,545.00	22" X 46" Work Deck	1,147
Hyd Tool Line Hose Reel	\$1,495.00	Backup Camera RVS-770613-KIT1	595
Hyd Secondary Auger	\$1,999.00	2 Asphalt Lute/Shovel Holders	320
Diesel Hose Reel	\$375.00	Chelsea Hot Shift PTO	2,195
8 Gal Waste Pan	\$490.00		
10 Gal Steel Water Tank	620	Subtotal From Additional Sheet(s):	
		Subtotal B:	32961

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Electronic Engine Throttle	\$362.00	5 Gal Water Cooler & Rack	198
10lb ABC Fire Extinguisher	\$160.00		
Hard Surfaced Auger, 3/16"	\$150.00		
25 CFM Hyd Air Compressor	\$3,970.00		
Airline Hose Reel	\$595.00		
Traffic Cone Rack	390	Subtotal From Additional Sheet(s):	
		Subtotal C:	5825

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 5%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	120736	=	Subtotal D:	120736
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Ford F-750 Chassis	\$64,669.00	Discount A	
		Tax	\$19,004.01
		Freight	\$3,000
		Subtotal E:	86673.01

Delivery Date: **F. Total Purchase Price (D+E):** 207409.01

HAAKER

EQUIPMENT COMPANY

2070 North White Avenue, La Verne, California 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com

QUOTE
July 13, 2021

TO: CITY OF SOUTH GATE
4244 Santa Ana St.
South Gate CA 90280

Attn: Mr. Juan Preciado
323-357-5804
Email: jpreciado@sogate.org

Haaker Equipment Company pleased to submit the following proposal for your review and consideration:

ONE (1) H.D. INDUSTRIES PRO-PATCH TCM-425-100-DHER

Mounted on a 2022 Ford F-750 Chassis. This patch truck would include the following:

1. Basic Unit Model TCM 425-100 DHER
2. Emulsion Automatic Rejuvenator System
3. 1.25 Cubic yard 30" Spoils Bin Gravity Dump
4. Hydraulic Bi-fold Steel Top Doors
5. Wacker WP1550AW Compactor
6. Hydraulic Rear Lift Platform for compactor Plate or Roller w/Breaker Mount
7. Stanley BR45 Pavement Breaker w/ Asphalt Cutter & Tamper shoe
8. Hydraulic Tool Line Hose Reel w/ Dual 25 Ft. Hose
9. Hydraulic Secondary Booster Auger Motor
10. Diesel Fuel Hose Reel w/20 FT Hose
11. 8 Gallon Drip & Waste Pan
12. 10 Gallon Stainless Steel Water Tank
13. 50 Gallon Frame Mounted LP Gas Bottle
14. Superior Signal SRTA16, 16-Light Arrow Board
15. Four (4) Maxxima M20484YCL 4" Amber LED Strobe Lights, Grill Mount
16. Meteorlight SY2000 Strobe Light LED, Pedestal Mount
17. Maxxima Rectangular 6.5" Oval Tail Lights, Backup and Amber Strobes
18. 22" x 46" Work Deck
19. Backup Camera RVS-770613- KIT1 Color w/ Audio Sound
20. Two (2) Asphalt Lute/Shovel Holder, 1 on each side
21. Chelsea Hot Shift PTO
22. Electronic Engine Throttle Control
23. 10 lb. ABC Fire Extinguisher
24. 3/16" Hard Surfaced Auger
25. 25 CFM Hydraulic Air Compressor
26. Airline Hose Reel
27. Traffic Cone Rack
28. 5 Gallon Water Cooler and Rack
29. Color: Black

Unit Price:\$ 185,405.00
Sales Tax (10.25%):.....\$ 19,004.01

TOTAL: FOB: SOUTH GATE, CA:.....\$ 204,409.01

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 180-270 Days **TERMS:** Net 30 or Approved Lease

Add-On/Cooperative Purchase Authorization: Haaker Equipment Company offers the above proposed price, terms and conditions to any governmental agency or subdivision in the State of California or Nevada for a period not to exceed a full calendar year from the date of original purchaser's purchase order or contract.

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: Bryan Fox

DATE: _____

CITY MANAGER'S OFFICE

City of South Gate

CITY COUNCIL

DEC 01 2021

10:30 A.M.

AGENDA BILL

For the Regular Meeting of: December 14, 2021

Originating Department: Parks and Recreation

Interim Department Director: Steve Costley Interim City Manager: Chris Jeffers

SUBJECT: CITY POLICY RELATED TO THE PERMITTED POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT CITY PARKS & FACILITIES

PURPOSE: To approve the proposed policy for the Parks & Recreation Department to govern the possession, sale, and consumption of alcoholic beverages at park facilities and specified park areas.

RECOMMENDED ACTIONS: The City Council will consider approving the proposed policy governing the possession, sale, and consumption of alcoholic beverages at City parks, facilities, and specified park areas.

FISCAL IMPACT: Unknown; however, the required permit fees for use of facilities with alcohol service should allow the Parks & Recreation Department to better market its facilities for rental by the general public and organizations. These permit fees would increase the overall revenue for the Parks & Recreation Department.

ANALYSIS: At its meeting of November 9, 2021, the City Council adopted an ordinance amendment that allows for possession, sale, and consumption of alcoholic beverages at City parks and facilities with an approved alcohol use permit issued by the Director of Parks & Recreation. During the presentation of that agenda item, staff indicated that a policy governing the conditions of the issuance of an alcohol use permit would be brought back for City Council consideration in December. The attached policy is based on similar guidelines and conditions that other cities require for such activity to take place at their facilities. The policy has also been reviewed by other relevant divisions and departments for comments. The City Attorney's Office has also reviewed the proposed policy. Based on all information collected, the attached policy was presented to the Parks & Recreation Commission for review and recommendation to the City Council. At its November meeting, and on a 5-0 vote, the Commission voted to recommend approval to the City Council.

BACKGROUND: Each year the Parks & Recreation Department receives numerous requests from the public to reserve facilities such as the Auditorium or Girls Club House for the purpose of having a wedding reception, or other special events that would commonly include the consumption of alcohol. With the approval of this policy, staff will be able to begin finding approved caterers and security firms to process these requests and allow the residents of South Gate the opportunity to celebrate certain events within their own City. The hope is to have these services available by the Spring of 2022.

ATTACHMENT: Proposed Parks & Recreation Department Alcohol Use Permit Policy

**CITY OF SOUTH GATE
PARKS & RECREATION DEPARTMENT
POLICY AND PROCEDURES APPLICABLE TO THE LIMITED APPROVAL AND
USE OF ALCOHOL BEVERAGES AT CITY FACILITIES**

The purpose of this policy is to specify the conditions under which the limited use of alcohol beverages may be requested by an applicant and permitted by the Director of Parks and Recreation (or his/her designee) at facilities and locations owned by the City of South Gate ("City") in accordance with South Gate Municipal Code Section 7.49.170.

1. **Application Deadline.** Without exception, all requests for a permit to serve and consume alcohol at City facilities must be made at least thirty (30) days prior to the event. For example, a fully completed application for an event submitted to on March 1, shall not be held earlier than March 31st. The applicant must submit a completed application to the Parks & Recreation Department, which provides answers to all questions and includes payment of all applicant fees and deposits prescribed within this policy and/or any other related policy applicable to the specific use or user (i.e., private parties, non-profits, and for-profit groups).

2. **Insurance Certificate.** Each applicant is required to obtain Special Event Insurance and provide the City a valid Certificate of Injury and Property Damage Liability ("Certificate") in the amount as may be approved by the City, with a minimum coverage limit of \$2 million per occurrence and \$4 million in the aggregate. Since alcohol is being served or sold, Liquor Liability Insurance is also required and must be stated on the Certificate. The applicant must be specified as the insured on the Certificate. The Certificate shall also name "The City of South Gate, its officers, employees, agents and volunteers" as an "Additional Insured" in conformance with the hold harmless agreement as outlined in the Facility Rental Agreement and must specify that the applicant's insurance shall be primary to any insurance carried by the City. The Certificate shall be properly executed with an endorsement page and the original signature of the authorizing insurance agent. In the event that coverage is not available to the applicant, the applicant may request and pay for insurance through the City's provider.
 - a. Approved insurance documents must be received at least fourteen (14) calendar days prior to the event; insurance not received within fourteen (14) calendar days prior to the rental date will require the applicant to purchase City insurance or result in the denial of the alcohol permit application.

3. **Security Deposits.** The rental of City facilities requires certain security deposits as stipulated in the adopted City Fees Schedule. If the applicant is requesting approval for the use of alcohol to be served, sold and/or consumed at the event, then the applicant shall deposit an additional amount for security deposit required under the facility rental agreement.

4. **Security.** A facility rental request where alcohol is being served to a group of more than forty (40) people shall be required to have on-site security either from the South Gate Police Department or other licensed security service approved by the South Gate Police Department. The number of licensed security personnel shall be determined based on the size, event, and length of hours of the rental. The determination of the number of licensed security personnel required is at the sole discretion of the Director and is final.
5. **Sale of Alcohol Beverages or Exchange.** Any payment for alcohol beverages, including payment for a meal ticket that includes alcohol beverage(s) as part of the payment price, requires a permit from the ABC. Current state law only permits non-profit groups to obtain a permit to sell or exchange alcohol for monetary consideration, except for a licensed caterer approved by the Director of Parks & Recreation. Non-profit organizations not recognized by the State of California as being active and in good standing are not eligible to sell alcohol beverages under this policy. Non-profit organizations must present proof of their status from the Secretary of State and must receive permission to sell alcohol from the Director of Parks and Recreation at the time of issuance of the Alcohol Permit. **Failure to follow this rule will result in the permit/event being immediately cancelled and the applicant's loss of any fee and security deposit.**
6. **Type of Alcohol Permitted.** Only beer, wine and champagne/sparkling wine shall be permitted under the Alcohol Permit. No hard alcohol, or products containing hard alcohol shall be permitted including, but not limited to, whisky, bourbon, tequila, gin, and/pre-made or mixed drinks. An application for the Sale of Alcohol Permit must obtain a one-day permit from the Alcohol Beverage Control Board ("ABC") of the State of California. A copy of the one-day ABC license must be supplied to the Parks & Recreation Department a minimum of fourteen (14) calendar days prior to the rental event. The applicant is strongly encouraged to make inquiry with ABC at least 30 days in advance of the rental event to be sure a copy of the ABC permit can be supplied to the City by the minimum 14-days timeline state above.
7. **Youth event.** A "youth event" is defined as an event principally made for the benefit of an individual or group of individuals under the age of 21 at the time of the event. The discretion of whether a particular event is deemed a youth event lies within the sole and absolute discretion of the Director of Parks and Recreation, or his or her designee. Alcohol may not be served, sold, or consumed at an event officially designated as a "youth event" Rental events where attendees under the age of 21 do not represent fifty percent (50%) or more of the attendees, will require that the applicant provide adult supervision (over the age of 21-years of age) where alcohol is being served or sold to ensure those attendees are not served nor consume alcohol. This policy requires City staff to make an approximation as to number of attendees present under the age of 21. Such approximation lies in the sole and absolute discretion of the Director of Parks and Recreation, his or her designee. The applicant is encouraged to be as accurate as possible in assessing the age demographic of those in attendance and to act accordingly with this policy. **Failure to follow this rule**

will result in the permit/event being immediately cancelled and no refund of any fees and deposits.

8. **Designated Area.** Alcohol can only be served or sold in a pre-designated area of the rental facility; such area will be designated on the permit at the time of issuance.
9. **Consumption Location Limitation.** No alcohol shall be possessed or consumed outside the rental facility area covered by the approved Alcohol Permit. Consumption outside the approved area is prohibited by South Gate Municipal Code Section 7.49.170. Persons consuming alcohol outside of the permit area are subject to being cited and/or arrested by the South Gate Police Department. No alcohol permit can be obtained for the general picnic areas. Unless approved in writing otherwise by the Director of Parks and Recreation, or his or her designee, no alcohol may be served within (sixty) 60 minutes of the end of the event.
10. **Removal of Alcohol Upon Conclusion of Event.** No alcohol shall be left at the rented facility after the conclusion of the rental event.
11. **Additional Requirements.** The Director of Parks and Recreation may attach any special requirements he/she feels is necessary to ensure compliance with these provisions, protect those attending, and ensure City facilities are not damaged.
12. **Authorized Applicant/Representative.** Applicants for an Alcohol Permit shall designate and identify one (1) representative besides themselves authorized to make decisions or respond to questions/problems on the day of the event. The applicant and the representative must remain on site at all times during the event.
13. **Overcrowding.** Events are limited to the number of attendees stated on the rental agreement. If an event exceeds the limit, the event may be immediately cancelled and there will be no refund of fees and deposits. It is the applicant's burden to accurately describe the rental event and number of likely attendees.
14. **Recycling.** The City of South Gate supports efforts to protect the earth and environment through an intensive recycling program. Recycling containers are provided for cans, glass, hard plastic containers, and cardboard. Organic containers are provided for food scraps, food soiled paper, and flowers. Guests and caterers should assist by using appropriate containers in event rooms and dumpster area. Liners for the recycling, organics, and garbage containers will be provided. The renters will be responsible for sorting and bagging all discards and depositing them in the appropriate dumpsters. This section becomes effective on January 1, 2023. Failure to follow this procedure will cause forfeiture of the security deposit.

The City of South Gate reserves the right to deny the use of any South Gate facility to a person or group if such use is deemed to be contrary to the best interest of the City, the facility, and/or South Gate residents. Applicants should thoroughly review the Facility Reservation Policies and Rules to become familiar with all rental fees, deposits, policies, and procedures.

Policy Amended on: N/A

DEC 08 2021
10:28AM

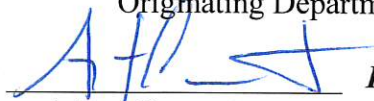
City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **December 14, 2021**

Originating Department: **Public Works**

Department Head:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: "MEASURE R FUNDING AGREEMENT" AND "AMENDMENT NO. 1 TO CONTRACT NO. 2020-02-CC, MEASURE R FUNDING AGREEMENT BETWEEN THE CITY AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY" TO REPROGRAM FUNDING WITHIN THE CONSOLIDATED STREET IMPROVEMENT PROJECT

PURPOSE: The Street Improvements on Garfield Avenue, Imperial Highway, Firestone Boulevard and Otis Street (Consolidated Project) are substantially complete. The Los Angeles County Metropolitan Transportation Authority (LA METRO) has approved reprogramming \$490,000 from Imperial Highway to pay for additional improvements that were constructed as a part of the project on the Garfield Avenue project site and on the Firestone Boulevard and Otis Street project site. The City Council may approve the Measure R Funding Agreement and Amendment No. 1 to Measure R Funding Agreement to reprogram the funds.

RECOMMENDATION ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 2020-02-CC, Measure R Funding Agreement with LA METRO to de-obligate \$490,000 in Measure R Funds from the Imperial Highway Corridor Improvement Project as necessary to reprogram the funds, by separate agreement, to which \$340,000 will be programmed for the Garfield Avenue and Imperial Highway Street Improvements Project, City Project No. 413-ST, Metro Project ID No. MR306.57/MR306.63, and \$150,000 will be programmed for the Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Metro Project ID No. MR306.58;
- b. Approving Measure R Funding Agreement with LA METRO to program \$340,000 in Measure R Funds to pay for additional street improvements constructed under the Garfield Avenue and Imperial Highway Street Improvements Project, City Project No. 413-ST, Metro Project ID No. MR306.63; and
- c. Authorize the Mayor to execute Amendment No. 1 to Contract No. 2020-02-CC and the Measure R Funding Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Amendment No. 1 to Contract No. 2020-02-CC, Measure R Funding Agreement de-obligates \$490,000 in Measure R Funds from the Imperial Highway Corridor Improvements. These funds will be reallocated by separate

agreement to pay for improvements that were constructed on Garfield Avenue as well as on Firestone Blvd and Otis Street.

The Measure R Funding Agreement programs \$340,000 of said \$490,000 to pay for street improvements that were constructed on the Garfield Avenue and Imperial Highway Street Improvements Project, City Project No. 413-ST, Metro Project ID No. MR306.63.

ANALYSIS: On July 1, 2019, the City was awarded \$1,456,250 in Measure R Funds from the I-710 Corridor Project to fund the Imperial Highway Corridor Improvements (Imperial Hwy Improvements). Since LA METRO is the agency that administers these funds, the City Council approved Contract No. 2020-02-CC, Measure R Funding Agreement on January 14, 2021, to accept the funds. The Imperial Highway Corridor Improvements are underbudget by \$490,000. On July 22, 2021, LA METRO approved transferring these funds to pay for \$340,000 in additional improvements that were constructed on Garfield Avenue and \$150,000 in additional improvements that were constructed on Firestone Blvd and Otis Street. To effectuate this change, it is required that three Council actions be taken: approving an amendment to de-obligate \$490,000 in funds and approving two agreements to reprogram the funds. At this time, the City Council is requested to take two of the three actions as follows:

- Approve Amendment No. 1 to Contract No. 2020-02-CC, Measure R Funding Agreement de-obligating \$490,000 in Measure R Funds from the Imperial Highway Corridor Improvements.
- Approve the Measure R Funding Agreement programming \$340,000 in Measure R Funds to construct a new median on Garfield Avenue from Century Boulevard to Howery Street

At a future time, after LA Metro provides the final draft, the City Council will be requested to approve a Measure R Funding Agreement to program \$150,000 in Measure R Funds for street improvements at Firestone Boulevard and Otis Street.

It is noted that the funds are being reprogrammed to pay for improvements that have already been constructed on Garfield Avenue as well as on Firestone Boulevard and Otis Street, as a part of the Consolidated Project. On Garfield Avenue, the improvements included a roadway median and landscaping improvement between Century Boulevard and the I-105 Freeway. On Firestone Boulevard and Otis Street, the improvements included water system modifications and concrete removals due to unforeseen conditions. The monies also partially funded staff time and construction management services.

BACKGROUND: The Consolidated Project consists of two projects that are a part of the Capital Improvement Program (CIP). It aims to enhance safety, reduce congestion, address deferred maintenance and for beautification on Garfield Avenue, Imperial Highway, and the Firestone Boulevard/Otis Street intersection. Construction of the street improvements project is substantially complete.

The Consolidated Project is a consolidation of two CIP projects: “Garfield Avenue and Imperial Highway Street Improvements Project, City Project No. 413-ST, Metro Project ID No.

MR306.57/MR306.63” and “Firestone Boulevard and Otis Street Improvements and Imperial Highway Center Median, City Project No. 496-ST, Metro Project ID No. MR306.58.” These projects were constructed under one contract and are funded with several grant funds and restricted funding sources. Improvements on Imperial Highway that were partially funded by the Measure R I-710 Corridor Project grant funds were proceeding under budget by \$490,000. LA Metro granted approval to transfer these funds to pay for improvements on Garfield Avenue, Firestone Boulevard, and Otis Street.

The Measure R Funding Agreement sets the terms and conditions for the use of the funds for the improvements on Garfield Avenue. Highlights of the agreement include the following:

- Provides \$340,000 without a requirement for matching funds.
- The funds must be utilized on Garfield Avenue, between Century Boulevard and Howery Street. The qualifying scope of work is identified by the Funding Agreement.
- Funding is set to terminate upon completion of the construction, audit, and reporting, final disbursement of the Funds requirements.
- Funding Agreement was set to be effective as of August 5, 2021 (effective date); meaning, any construction work that was done prior to the approval of this agreement and after the effective date, will be considered an eligible cost.
- Staff is required to submit monthly and quarterly reports, which include project expenditures, deliverables, and milestones.

The proposed Amendment No. 1 to Contract No. 2020-02-CC sets the terms and conditions similar to the Funding Agreement above except the following:

- De-obligates \$490,0000 in Measure R Funds from the Imperial Highway Corridor Improvements Project budget from \$1,456,250 to \$966,250.
- The funds must be utilized on the Firestone Boulevard and Otis Street Widening and Imperial Highway Median Project, City Project No. 496-ST. The qualifying scope of work is identified by the Funding Agreement.
- Funding is set to lapse on June 30, 2024.

ATTACHMENTS:

- A. Proposed Funding Agreement
- B. Proposed Amendment 1 to Contract No. 2020-02-CC
- C. Funding Agreement Contract No. 2020-02-CC
- D. Location Map

KT:lc

MEASURE R FUNDING AGREEMENT HIGHWAY PROGRAM

This Funding Agreement ("FA") is made and entered into effective as of August 5, 2021 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of South Gate ("GRANTEE") for Garfield Avenue Median Improvement Project, LACMTA Project ID# MR306.63 and FTIP# LA0G675, (the "Project"). This Project is eligible for funding under Line 37 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund **only** Construction of the Project.

WHEREAS, the LACMTA Board, at its July 22, 2021 meeting, programmed \$340,000, in Measure R Funds to GRANTEE for Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$340,000 in Measure R Funds in Fiscal Year (FY) FY 2021-22. The total designated for Construction of the Project is \$340,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan - Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – intentionally omitted
9. Attachment D-2 – Quarterly Progress/Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:


LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____ Date: 11/18/2021

Deputy

GRANTEE:

CITY OF SOUTH GATE

By: _____ Date: _____
Al Rios
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Raul Salinas
City Attorney

ATTEST:

By: _____ Date: _____
Carmen Avalos
City Clerk

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Garfield Avenue Median Improvement – Construction. LACMTA Project ID# MR306.63, FTIP# LA0G675.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$340,000 (the "Fund") for the Project. LACMTA Board of Directors' action of July 22, 2021 granted the Measure R Funds for the Project. The Funds are programmed over one year for Fiscal Year (FY) FY 2021-22.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer of Construction & Engineering in writing. If the LACMTA's Senior Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if

applicable. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE'S ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably

requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Lucy Delgadillo
LACMTA Project Manager
Mail Stop 99-18-2
Phone (213) 922-7099
E-mail DelgadilloLu@metro.net

14. GRANTEE's Address:

City of South Gate
8650 California Ave
South Gate, CA 90280
Attr: Jose Loera
Phone:323-563-9578
Email:jloera@sogate.org

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/ Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/ Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MR306.63 and FA# FA920000000MR30663

[LACMTA Project Manager Name; Mail Stop 99-18-2]

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS

Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects/call_projects/call_projects-reference-documents/. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate, the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (iv) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (v) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or

supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the

applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

FTIP #: LA0G675

ATTACHMENT A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 9200000000MR306.63

Project Title: Garfield Ave Median Improvement Project Project#: MR306.63

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS						\$ 340,000	\$ 340,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340,000	\$ 340,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340,000	\$ 340,000	100%

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 920000000MR306.63
 Project Title: Garfield Ave Median Improvements Project Project#: MR306.63

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
PROP C 25%									
PS&E	\$1,800	\$2,492	\$2,603	\$3,200	\$1,152	\$7,690	\$2,138	\$24,416	\$45,490
Total PROP C 25%	\$1,800	\$2,492	\$2,603	\$3,200	\$1,152	\$7,690	\$2,138	\$24,416	\$45,490
SUM PROG LACMTA FUNDS:	\$1,800	\$2,492	\$2,603	\$3,200	\$1,152	\$7,690	\$2,138	\$24,416	\$45,490
PROJECT FUNDING FY18-19 and FY19-20	\$1,800	\$2,492	\$2,603	\$3,200	\$1,152	\$7,690	\$2,138	\$24,416	\$45,490
SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
Const. Support				\$5,000	\$34,000	\$5,000			\$44,000
Construction					\$250,000	\$46,000			\$296,000
Total MEASURE R	\$0	\$0	\$0	\$5,000	\$284,000	\$51,000	\$0	\$0	\$340,000
PROP C 25%									
PS&E	\$266	\$17,528							\$17,794
Construction			\$54,751	\$52,946	\$53,083	\$53,083	\$53,083		\$266,947
Total PROP C 25%	\$266	\$17,528	\$54,751	\$52,946	\$53,083	\$53,083	\$53,083	\$0	\$284,741
SUM PROG LACMTA FUNDS:	\$266	\$17,528	\$54,751	\$57,946	\$337,083	\$104,083	\$53,083	\$0	\$624,741
OTHER NON LACMTA FUNDING:									
LOCAL: SB-1									
Construction				\$50,000	\$100,000	\$50,000			\$200,000
Total LOCAL	\$0	\$0	\$0	\$50,000	\$100,000	\$50,000	\$0	\$0	\$200,000
FEDERAL: STPL									
Const. Support			\$5,000	\$5,000	\$5,000	\$5,000			\$20,000
Construction			\$144,352	\$501,591	\$476,591	\$501,591			\$1,624,125
Total FEDERAL	\$0	\$0	\$149,352	\$506,591	\$481,591	\$506,591	\$0	\$0	\$1,644,125
SUM NON-LACMTA FUNDS :	\$0	\$0	\$149,352	\$556,591	\$581,591	\$556,591	\$0	\$0	\$1,844,125
PROJECT FUNDING FY20-21 and FY21-22	\$266	\$17,528	\$204,102	\$614,537	\$918,674	\$660,674	\$53,083	\$0	\$2,468,865
SUMMARY OF ALL FUNDS									
PS&E	\$2,066	\$20,020	\$2,603	\$3,200	\$1,152	\$7,690	\$2,138	\$24,416	\$63,283
Const. Support	\$0	\$0	\$5,000	\$10,000	\$39,000	\$10,000	\$0	\$0	\$64,000
Construction	\$0	\$0	\$199,102	\$604,537	\$879,674	\$650,674	\$53,083	\$0	\$2,387,072
TOTAL MILESTONES	\$2,066	\$20,020	\$206,705	\$617,737	\$919,826	\$668,364	\$55,221	\$24,416	\$2,514,355
SUM PROG LACMTA FUNDS	\$2,066	\$20,020	\$57,353	\$61,146	\$338,235	\$111,773	\$55,221	\$24,416	\$670,230
SUM NON-LACMTA FUNDS	\$0	\$0	\$149,352	\$556,591	\$581,591	\$556,591	\$0	\$0	\$1,844,125
TOTAL PROJECT FUNDING	\$2,066	\$20,020	\$206,705	\$617,737	\$919,826	\$668,364	\$55,221	\$24,416	\$2,514,355

**ATTACHMENT C
SCOPE OF WORK**

PROJECT TITLE:

Garfield Avenue Median Street Improvements

PROJECT LOCATION:

The project is located in the City of South Gate on Garfield Avenue between Jefferson Avenue to Howerly Street.

PROJECT LIMITS:

This project limits are on Firestone Boulevard between Jefferson Avenue and Howerly Street.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct median that will most effectively enhance safety, reduce congestion, address deferred maintenance. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

PROJECT BACKGROUND:

The proposed project improvements include, but are not limited to the following: center medians, pavement rehabilitation, reconstruction of deficient sidewalk, curb and gutter, drive approaches and ADA compliance, road improvements and signing and striping.

MEASURE R PROJECT BUDGET:

COMPONENT	AMOUNT
Construction Support	\$ 44,000
Construction Capital	\$ <u>296,000</u>
Total Budget	\$ 340,000

SCOPE:

The Project features include, but are not limited to, the following:

- A. Construction of a new medians between Century Boulevard and Howerly street.
- B. Installation of infiltration well
- C. Traffic signal modification.
- D. Installation of landscape uplighting.
- E. Construct miscellaneous improvements such as paving, wheel chair ramps, sidewalk, utility relocation, catch basin relocation, grading as necessary to reconstruct the interface between the offsite and onsite improvements, traffic signing and striping, etc., as necessary to construct the project.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

- A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.

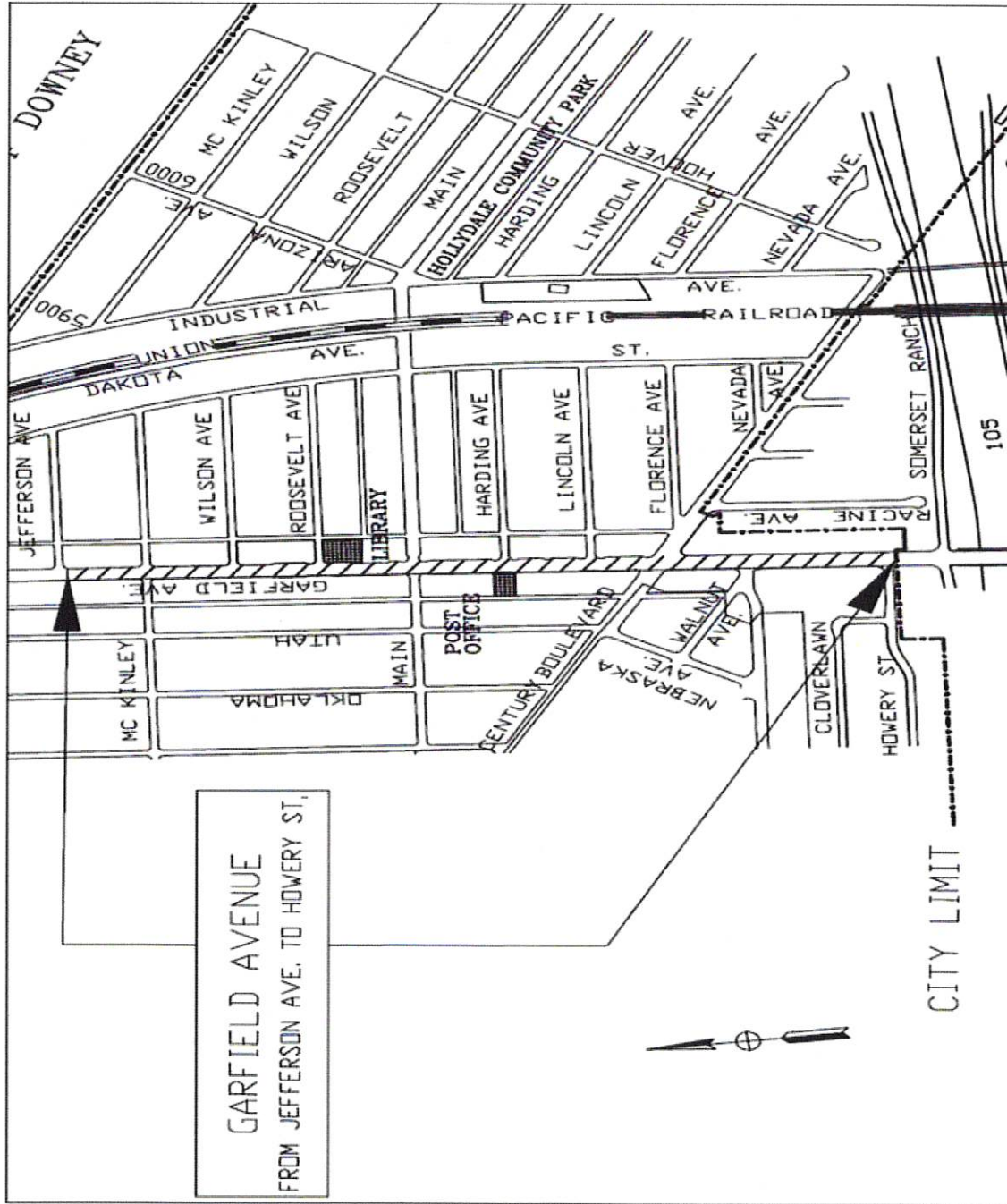
- B.** Provide technical support during the bidding of the project.
- C.** Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
- D.** Prepare project addenda at the direction of City staff.
- E.** Attend a pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
- F.** Provide responses to contractor's requests for information (RFI) about the plans and specifications forwarded to the consultant by the City. This task includes conferring with the City's construction manager regarding the RFI as appropriate. Regularly scheduled construction observations is specifically excluded from the scope of work. It is assumed that ten RFI's will be responded too.
- G.** Furnish a complete set of revised original record drawings complete with electronic files.
- H.** Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	January 2020	March 2020
Solicitation Response	April 2020	May 2020
Evaluations	May 2020	May 2020
Selection	May 2020	May 2020
Board Approval Process	June 2020	June 2020
Contract Award	June 2020	June 2020
Fully Executed Contract	July 2020	July 2020
EXCAVATION		
Clear/Grub	October 2020	November 2020
Survey	October 2020	November 2020
Grading	October 2020	November 2020
ENVIRONMENTAL		
Air Quality Monitoring	October 2020	September 2021
CONCRETE		
Form Work	January 2021	July 2021
TRAFFIC CONTROL		
TMP	October 2020	September 2021
STRUCTURAL		
Pole Placement	March 2021	June 2021
UTILITIES		
ATT	October 2020	November 2020
SCE	October 2020	September 2021
MATERIALS		
Long-Lead Equipment	February 2021	November 2021
Staging	October 2020	November 2021
Material Lay Down Area	October 2020	November 2021
Signage	August 2021	September 2021
ELECTRICAL		
Power U/G Communication	October 2020	June 2021
A/G Testing/Acceptance	October 2021	November 2021
	START DATE	COMPLETION DATE
Close Out		
Testing	October 2021	November 2021
General Construction/close out project	November 2021	December 2021
CHANGE ORDERS		
P.O. Processing Time	July 2020	September 2020
Third Party Issues	June 2021	November 2021
Claims	November 2021	December 2021

ATTACHMENT C – Location Map



Project location : ●

FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<u>Quarter</u>	<u>Report Due Date</u>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

**LACMTA FA MEASURE R ATTACHMENT D-2
 QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete
Invoice #
Invoice Date
FA#
Quarterly Report #

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET**

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority
 Accounts Payable
 P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure R Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	\$ -
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

- Fiscal Year :* 2020-2021 2021-2022 2022-2023
 2023-2024 2024-2025 2025-2026
- Quarter :* Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

- RSTI Pedestrian Signal Synchronization
 TDM Bicycle Goods Movement
 Transit Highways

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
 Less than 12 months behind original schedule
 Between 12-24 months behind original schedule
 More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
 No
 Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
 No
 Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:
 LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

ATTACHMENT E
Federal Transportation Improvement Program (FTIP)

Los Angeles Metropolitan Transportation Authority
2021 Federal Transportation Improvement Program (\$000)

FIP# LA06675		(LA11G1)		Implementing Agency South Gate, City of						
Project Description: Street improvements of Imperial Hwy from east City Limit to LA River and Garfield Avenue West Jefferson Ave to South City Limit. Improvements include but not limit to re-pavement of pavement, reconstruction of damaged curbs and gutters, curb approaches, sidewalks, ramps, etc.				SCAG RTP Phase: P. 16103 Study Area: 16103001-16103002 PM: Kenneth Tang: (323) 562-8674 Email: ktang@scagda.org ID: Y - 16103001A: LA1101 Exemption Category: EXEMPT - 03-12h						
System: Local Hwy	Route: 102	Phase: 102	Distance: 0.00	Project Construction/Programation begins:	Completion Date: 00/00/2021					
Line # Estd:	Line # Prop:	Impx Desc:		Alt Est: 0000	Exm Desc: CATEGORICALLY EXEMPT - 03/01/2011					
Tot Rate: 0.00	Tot Cost Loc: 0.00	Tot Method: [None are applicable]		Use: Los Angeles-Long Beach-Santa Ana	Sub-Region: Gateway Cities COG					
Program Desc: LIMIT - REHABILITATION AND RECONSTRUCTION Imp Loc:			GTIP# ID	EA#	PPNO					
	PHASE	PROR	2021	2022	2023	2024	2025	2026	BEYOND	PROG TOTAL
CITY - City Funds:	FE	\$0	\$0							\$0
	RW	\$0	\$0							\$0
	CON	\$101	\$67							\$168
	SUBTOTAL:	\$101	\$67							\$168
COG - Los Angeles County Proposition 13:	FE	\$45								\$45
	RW	\$0								\$0
	CON	\$81								\$81
	SUBTOTAL:	\$126								\$126
SFPL - SFPL Fund:	FE	\$0	\$0							\$0
	RW	\$0	\$0							\$0
	CON	\$2,270	\$148							\$2,418
	SUBTOTAL:	\$2,270	\$148							\$2,418
	TOTAL PE:	\$45								\$45
	TOTAL RW:	\$0								\$0
	TOTAL CON:	\$2,371	\$215							\$2,586
	TOTAL PROGRAMMED:	\$2,426								\$2,426
<ul style="list-style-type: none"> - General Comment: - Modeling Comment: - TCM Comment: - Assessment Comment: - EMP Comment: - Notes: 										
Last Revised: Adoption 21-00 - APPROVED				Change reason: CUR's over from 1020						
				Total Project Cost: \$3,355						

**Los Angeles Metropolitan Transportation Authority
 2021 Federal Transportation Improvement Program (\$000)**

Previously Approved TIP ID LA0G675 (LA11G1)				Implementing Agency South Gate, City of								
Project Description: Surface improvements of Imperial clay from main City Line to LA River and Garfield Avenue Van Jefferson Ave to St. Fr. City Line. Improvements include but not limited to rehabilitation of pavement, reconstruction of damaged curb and gutter, ADA compliant, sidewalks, curbs, etc.				SCAG FTIP Project # 14101 Study No. 18-0500-10-M-001 PM: Kenneth Tang - (323) 563-0574 Email: ktang@scag.ca.gov LG: Y. LB PROJECT LA11G1 Conformity Category: EXEMPT - 02.126								
System:	Local Hwy	Route	Priority:	Distance:	Phase:	Construction/Project Implementation Begins:	Completion Date (Y2/M2/D2)					
Line # E&D:	Line # Proj:	Item Desc:	Alt. Basis: SCAG Env. Doc: CATEGORICALLY EXEMPT - 030/0201									
Tot. Mile:	Tot. Cost Loc:	Tot. Method:	How are you:	Use: Los Angeles-Long Beach-South Ana	910-Area:	6.0-Region:						
Program Code: LUN02 - REHABILITATION AND RECONSTRUCTION- Bicy Lac.				GTIP ID:	EA #. no:	PRNO:						
			PHASE	PROR	Jul/1	2017	2018	2019	2020	2021	BEYOND	PROG TOTAL
CITY - CIV Plans			PE			\$0						\$0
			RW			\$0						\$0
			CON			\$151						\$151
			SUBTOTAL			\$151						\$151
PL02 - Los Angeles County Transportation Cost			PE	\$430		\$43						\$473
			RW	\$0		\$0						\$0

TIP # LA0G675 (LA11G1)		Implementing Agency South Gate, City of	
	CON	\$0	\$57
	SUBTOTAL	\$430	\$107
BTPL - BTPL Local	PE	\$0	\$0
	RW	\$0	\$0
	CON	\$2,027	\$2,027
	SUBTOTAL	\$2,027	\$2,027
	TOTAL PE:	\$430	\$107
	TOTAL RW:	\$0	\$0
	TOTAL CON:	\$2,027	\$2,027
	TOTAL PROGRAMMER:	\$3,284	\$3,284

Last Revised Amendment #8-14 - APPROVED Change Reason: COST DECREASE Total Cost \$3,289

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

**AMENDMENT No.1 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF CITY OF SOUTH GATE AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of August 5, 2021, by and between the City of South Gate ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR306.57, dated July 1, 2019, (the "Existing FA"), which Existing FA provides for the Imperial Highway Improvements Project (the "Project"); and
- B. WHEREAS, the Grantee desires to de-obligate the Project's budget of Measure R by \$490,000 from \$1,456,250 to \$966,250. This amount is within the Board authorized budget increase for the Project, the total new Project budget is \$966,250 which was approved by the LACMTA Board on July 22, 2021; and
- C. WHEREAS, the Funds are currently programmed for the Project as follows \$966,250 in Measure R Funds in FY 2019-20. The total designated amount for the Project is \$966,250; and
- D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$966,250 (the "Funds") for the Project. LACMTA Board of Directors actions on June 27, 2019 and July 22, 2021 granted the Measure R Funds for the Project. The Funds are currently programmed in Fiscal Year (FY): \$966,250 in FY 2019-20."
2. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.
3. Attachment B-1 of the Existing FA is hereby replaced by Attachment B-1-1, attached.
4. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.
5. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:


LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____ Date: 11/18/2021

Deputy

GRANTEE:

CITY OF SOUTH GATE

By: _____ Date: _____
Al Rios
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Raul Salinas
City Attorney

ATTEST:

By: _____ Date: _____
Carmen Avalos
City Clerk

FTIP #: LA9918774

ATTACHMENT A1 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 920000000MR306.57

Project Title: Imperial Highway Corridor Improvement Project Project#: MR306.57

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2015-16	FY2016-17	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS						\$ 966,250	\$ -	\$ -	\$ 966,250	100%
PROP C 25%							\$ -	\$ -	\$ -	0%
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ 966,250	\$ -	\$ -	\$ 966,250	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966,250	\$ -	\$ -	\$ 966,250	100%
OTHER SOURCES OF FUNDING:										
LOCAL: City funds									\$ -	0%
STATE: Green Project Reserve									\$ -	0%
FEDERAL: Highway Safety Improvement Program									\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966,250	100%

ATTACHMENT B-1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA.MR306.57

Project Title: Imperial Highway from West City Limit to East City Limit Street Improvements

Project#:MR306.57

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
Const. Support							\$100,000	\$66,000	\$166,000
Construction							\$700,000	\$100,250	\$800,250
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$166,250	\$966,250
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$166,250	\$966,250
... SUMMARY OF ALL FUNDS									
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$66,000	\$166,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$100,250	\$800,250
TOTAL MILESTONES	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$166,250	\$966,250
SUM PROG LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$166,250	\$966,250
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$166,250	\$966,250

**ATTACHMENT C-1
SCOPE OF WORK**

PROJECT TITLE:

Imperial Highway from West City Limit to East City Limit.

PROJECT LOCATION:

The project is located on Imperial Highway in the City of South Gate.

PROJECT LIMITS:

Project improvements will be limited to Imperial Highway within the City of South Gate.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct raised medians, synchronized traffic signals along the boulevard to enhance traffic circulation, safety and improve air quality.

PROJECT BACKGROUND:

The proposed project improvements include, but are not limited to the following: construction of raised medians and synchronization of signalized intersections along Imperial Highway within City limits.

PROJECT BUDGET:

	Component	Amount
1	Construction Support	\$116,500
2	Construction	\$800,250
	TOTAL BUDGET	\$966,250

SCOPE:

The Project features include, but are not limited to, the following:

- Construction of raised medians.
- Synchronization of traffic signals.
- Installation of intelligent transportation system.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

- A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- B. Provide technical support during the bidding of the project.
- C. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
- D. Prepare project addenda at the direction of City staff.
- E. Attend a pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.

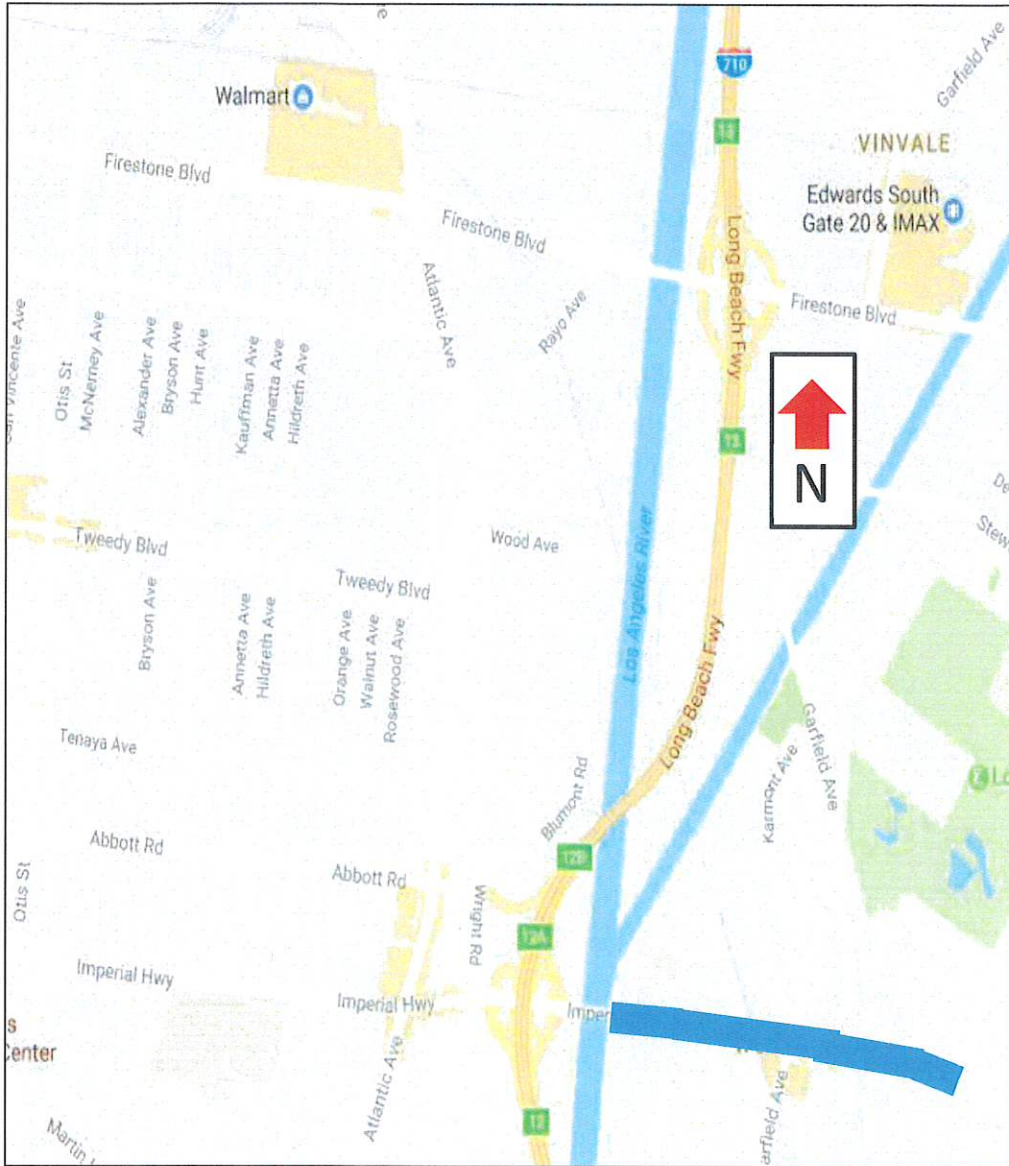
- F. Provide responses to contractor's requests for information (RFI) about the plans and specifications forwarded to the consultant by the City. This task includes conferring with the City's construction manager regarding the RFI as appropriate. Regularly scheduled construction observations is specifically excluded from the scope of work. It is assumed that ten RFI's will be responded to.
- G. Furnish a complete set of revised original record drawings complete with electronic files.
- H. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.


The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)	January 2020	February 2020
Develop Solicitation Package		

ATTACHMENT C-1 -Location Map(s)



Project location : 

**MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM**

This Funding Agreement ("FA") is made and entered into effective as of July 1, 2019 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of South Gate ("GRANTEE") for the Imperial Highway Improvements Project, LACMTA Project ID# MR306.57 and FTIP#LA9918774 (the "Project"). This Project is eligible for funding under Line 37 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund only construction of the Project.

WHEREAS, the LACMTA Board, at its June 27, 2019 meeting, programmed \$1,456,250, in Measure R Funds to GRANTEE for construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$1,456,250 in Measure R Funds in Fiscal Year (FY) 2019-20. The total designated for construction of the Project is \$1,456,250.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

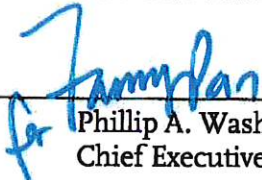
1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Monthly Progress Report
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:


LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  _____ Date: 2/5/2020
Phillip A. Washington
Chief Executive Officer

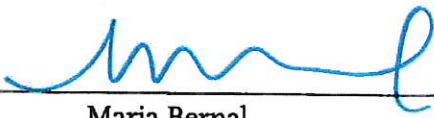
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

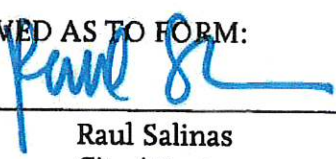
By:  _____ Date: 11/14/19
Deputy

GRANTEE:

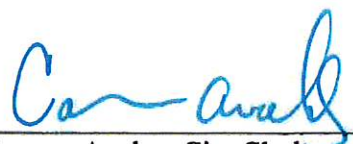
CITY OF SOUTH GATE

By:  _____ Date: 1/14/20
Maria Bernal
Mayor

APPROVED AS TO FORM:

By:  _____ Date: 1/14/20
Raul Salinas
City Attorney

ATTEST:

By:  _____ Date: 1/16/2020
Carmen Avalos, City Clerk
(SEAL)

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Imperial Highway Improvements Project – Construction. LACMTA Project ID# MR306.57, FTIP# LA9918774.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$1,456,250 (the "Fund") for the Project. LACMTA Board of Directors' action of June 27, 2019 granted the Measure R Funds for the Project. The Funds are programmed for Fiscal Year (FY) 2019-20.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment A**. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer of Highway Program in writing. If the LACMTA's Senior Executive Officer of Highway Program concurs with such updated Expenditure Plan in writing, **Attachment B-1** shall be replaced with the new **Attachment B-2** setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with **Attachment B-1** as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall

notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.
8. **Attachment D** is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.
9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.
10. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.
11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant

amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Lucy Olmos Delgadillo
LACMTA PROJECT MANAGER
MAIL STOP 99-18-2
PHONE (213) 922-7099
E-MAIL DelgadilloLu@metro.net

13. GRANTEE's Address:

City of South Gate,
8650 California Avenue
South Gate, CA 90280
Attention: Jose Loera
City Traffic Engineer
PHONE 323-563-9578
EMAIL jloera@sogate.org

14. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds') to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MR306.57 and FA# FA920000000MR306.57

[LACMTA Project Manager Lucy Olmos Delgadillo; Mail Stop 99-18-2]

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. GRANTEE staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA pre-approved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Monthly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding

Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within ninety (90) days of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Executing Contracts for Construction or Capital purchase within twelve (12) months from the date of completion of design; and
- (iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (iv) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (v) Expending the Funds granted under this FA for allowable costs within five years or 60 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2019-20 are subject to lapse by June 30, 2024.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE'S failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same

proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.12 GRANTEE will advise LACMTA prior to any key Project staffing changes.

13.13 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.14 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 92000000MR306.57

Project Title: Imperial Highway Corridor Improvement Project Project#: MR306.57

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2015-16	FY2016-17	FY2017-18	FY 2018-19	FY2019-20	FY2020-21	FY2021-22	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS						\$ 1,456,250	\$ -	\$ -	\$ 1,456,250	100%
PROP C 25%							\$ -	\$ -	\$ -	0%
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ 1,456,250	\$ -	\$ -	\$ 1,456,250	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,456,250	\$ -	\$ -	\$ 1,456,250	100%
OTHER SOURCES OF FUNDING:										
LOCAL: City funds									\$ -	0%
STATE: Green Project Reserve									\$ -	0%
FEDERAL: Highway Safety Improvement Program									\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,456,250	100%

**ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY**

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA.90000000MR306.57

Project Title: Imperial Highway from West City Limit to East City Limit Street Improvements

Project#:MR306.57

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PA&D									\$0
PS&E									\$0
RW Support									\$0
Const. Support							\$100,000	\$95,000	\$195,000
RW									\$0
Construction							\$900,000	\$361,250	\$1,261,250
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250
PROP C 25%									
PA&D									\$0
PS&E									\$0
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total PROP C 25%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250
SUM NON-LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY18-19 and FY19-20	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250
SOURCES OF FUNDS	FY Qtr 1	FY Qtr 2	FY Qtr 3	FY Qtr 4	FY Qtr 1	FY Qtr 2	FY Qtr 3	FY Qtr 4	TOTAL BUDGET
SUMMARY OF ALL FUNDS									
PA&D	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$95,000	\$195,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000	\$361,250	\$1,261,250
TOTAL MILESTONES	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250
SUM PROG LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$456,250	\$1,456,250

ATTACHMENT C SCOPE OF WORK

PROJECT TITLE:

Imperial Highway from West City Limit to East City Limit.

PROJECT LOCATION:

The project is located on Imperial Highway in the City of South Gate.

PROJECT LIMITS:

Project improvements will be limited to Imperial Highway within the City of South Gate.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct raised medians, synchronized traffic signals along the boulevard to enhance traffic circulation, safety and improve air quality.

PROJECT BACKGROUND:

The proposed project improvements include, but are not limited to the following: construction of raised medians and synchronization of signalized intersections along Imperial Highway within City limits.

PROJECT BUDGET:

	Component	Amount
1	Construction of Project Improvements	\$1,165,000
2	Construction Contingency	\$116,500
3	Construction Management & Inspection (CM&I)	\$174,750
4	Staff Time	\$0
	TOTAL BUDGET	\$1,456,250

SCOPE:

The Project features include, but are not limited to, the following:

- Construction of raised medians.
- Synchronization of traffic signals.
- Installation of intelligent transportation system.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

- A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- B. Provide technical support during the bidding of the project.
- C. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
- D. Prepare project addenda at the direction of City staff.

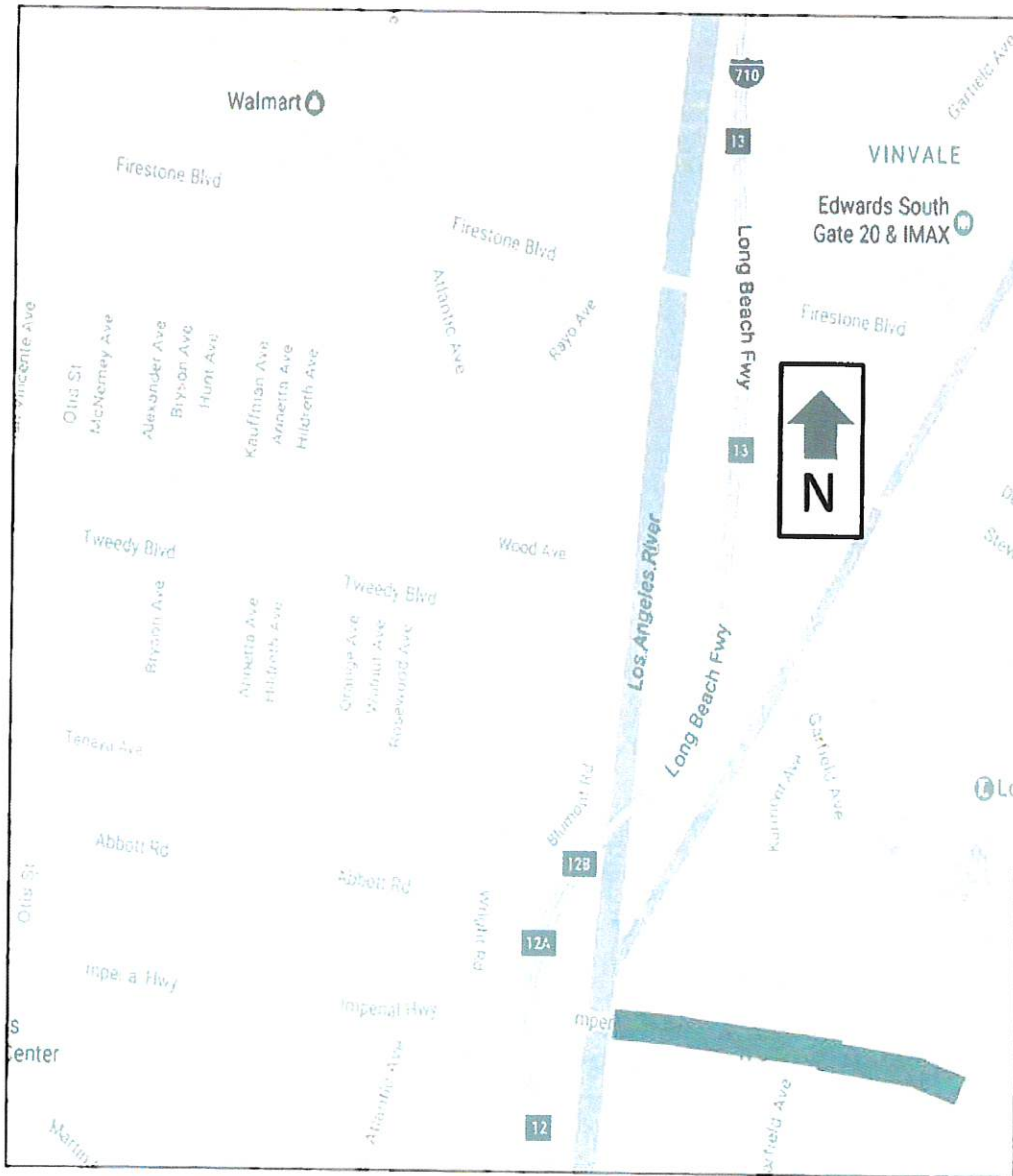
- E. Attend a pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
- F. Provide responses to contractor's requests for information (RFI) about the plans and specifications forwarded to the consultant by the City. This task includes conferring with the City's construction manager regarding the RFI as appropriate. Regularly scheduled construction observations is specifically excluded from the scope of work. It is assumed that ten RFI's will be responded to.
- G. Furnish a complete set of revised original record drawings complete with electronic files.
- H. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.


The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
Solicitation (Bid/Proposal)	January 2020	February 2020
Develop Solicitation Package		

ATTACHMENT C -Location Map(s)



Project location : 

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FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at **ACCOUNTSPAYABLE@METRO.NET** or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may **not** be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<u>Quarter</u>	<u>Report Due Date</u>
July -September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless written authorization has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO METRO PROJECT MANAGER
 after the close of each month. Please note that letters or other forms
 of documentation may not be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

MONTHLY REPORT SUBMITTED FOR: Month: _____ Year: _____

DATE SUBMITTED: _____

LACMTA Project Manager	Name:	_____
	Phone Number:	_____
	e-mail:	_____

GRANTEE Contact / Project Manager	Contact Name:	_____
	Job Title:	_____
	Department:	_____
	City / Agency:	_____
	Mailing Address:	_____
	Phone Number:	_____
	e-mail:	_____

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LACMTA
 ATTACHMENT D-1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

SECTION 1 - MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA. Additionally, please provide a CPM if the project is in construction.

FA Milestones	Original FA Start Date in Scope of Work (Month/Year)	Original FA End Date in Scope of Work (Month/Year)	Actual Start Date (Month/Year)	Actual End Date (Month/Year)	Percent Completed By Time	Current Completion Forecast (Month/Year)	Schedule Variance (Months)
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PLANNING							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
PA&ED							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
PS&E							
35% PS&E							
65% PS&E							
95% PS&E							
OTHER: (Please specify)							
ROW							
OTHER: (Please specify)							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Fully Executed Contract							
CONSTRUCTION							
OTHER: (Please specify)							

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one):

- Ahead of original FA schedule
 Less than 12 months behind original schedule
 On schedule per original FA schedule
 More than 24 months behind original schedule
 Between 12-24 months behind original schedule

LACMTA
 ATTACHMENT D-1
 PROJECT TITLE:
 MONTHLY PROGRESS REPORT

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY/ACTION ITEM TO RESOLVE DELAY

If the project is delayed, include description of the delay and action items that have been, or will be, undertaken to resolve the delay.

Delay Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget	LACMTA Approved Changes	Current Approved Budget	Expenditures to Date	Cost Variance	Percent Completed By Dollar Amount
PLANNING						
FA&ED						
PS&E						
ROW Support						
ROW						
CONSTRUCTION Support						
CONSTRUCTION						

7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may occur and the estimated outcome or impact to project scope, cost and schedule; provide a qualitative assessment of risk potential; identify risk mitigation strategies; and provide recommendations or actions for responding to project risk. This section requires periodic updates as the project progresses and as risk events occur.

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies
Environmental			
Planning			
Design			
ROW			
Construction			
Bid/Award			
Third Party			

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature _____

Date _____

Name _____

Title _____

**LACMTA FA MEASURE R ATTACHMENT D-2
 QUARTERLY PROGRESS / EXPENSE REPORT**

Grantee To Complete
Invoice #
Invoice Date
FA#
Quarterly Report #

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
 ACCOUNTSPAYABLE@METRO.NET**

or submit by mail to:
 Los Angeles County Metropolitan Transportation Authority
 Accounts Payable
 P. O. Box 512296
 Los Angeles, California 90051-0296
 after the close of each quarter, but no later than November 30, February 28,
 May 31 and August 31. Please note that letters or other forms
 of documentation may not be substituted for this form. Refer to the
 Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION I: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Measure R Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

- 2014-2015 2015-2016 2016-2017
 2017-2018 2018-2019 2019-2020

Quarter :

- Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

- RSTI Pedestrian Signal Synchronization
 TDM Bicycle Goods Movement
 Transit

LACMTA Project Manager	Name:	_____
	Phone Number:	_____
	E-mail:	_____

Project Sponsor Contact / Project Manager	Contact Name:	_____
	Job Title:	_____
	Department:	_____
	City / Agency:	_____
	Mailing Address:	_____
	Phone Number:	_____
	E-mail:	_____

SECTION 3: QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
 Less than 12 months behind original schedule
 Between 12-24 months behind original schedule
 More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
 No
 Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
 No
 Not Applicable

74

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
TOTAL		

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

Los Angeles Metropolitan Transportation Authority 2019 Federal Transportation Improvement Program (\$000)

TIP ID **LA9918774**

Implementing Agency **South Gate, City of**

Project Description: Raised median, Timing and Coordination, Intelligent Transportation System

SCAG RTP Project #:
Study: N/A Is Model: Model #:
PM: Jose Loera - (323)563-9578

LS: N LS GROUP#:
Conformity Category:

System: Local Hwy Route: Postmile: Distance: Phase: Engineering/Plans, Specifications and Estimates (PS&E) Completion Date: 12/31/2022

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 03/10/2017

Toll Rate: Toll Colc Loc Toll Method: Hov acs eg loc Uza: Los Angeles-Long Beach-Santa Ana Sub-Area Sub-Region Gateway Cities COG

Program Code: LUM02 - REHABILITATION AND RECONSTRUCTION Stop Loc:

	PHASE	PRIOR	18/19	19/20	20/21	21/22	22/23	23/24	BEYOND	PROG	TOTAL
MR20H - Measure R 20% Highway	PE										
	RW										
	CON			\$1,456							\$1,456
	SUBTOTAL			\$1,456							\$1,456
	TOTAL			\$1,456							\$1,456
	TOTAL PE: \$0			TOTAL RW: \$0							TOTAL CON: \$1,456

- General Comment:
- Modeling Comment:
- TCM Comment:
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised Amendment 19-14 - Submitted

Change reason: New Project

Total Cost **\$1,456**

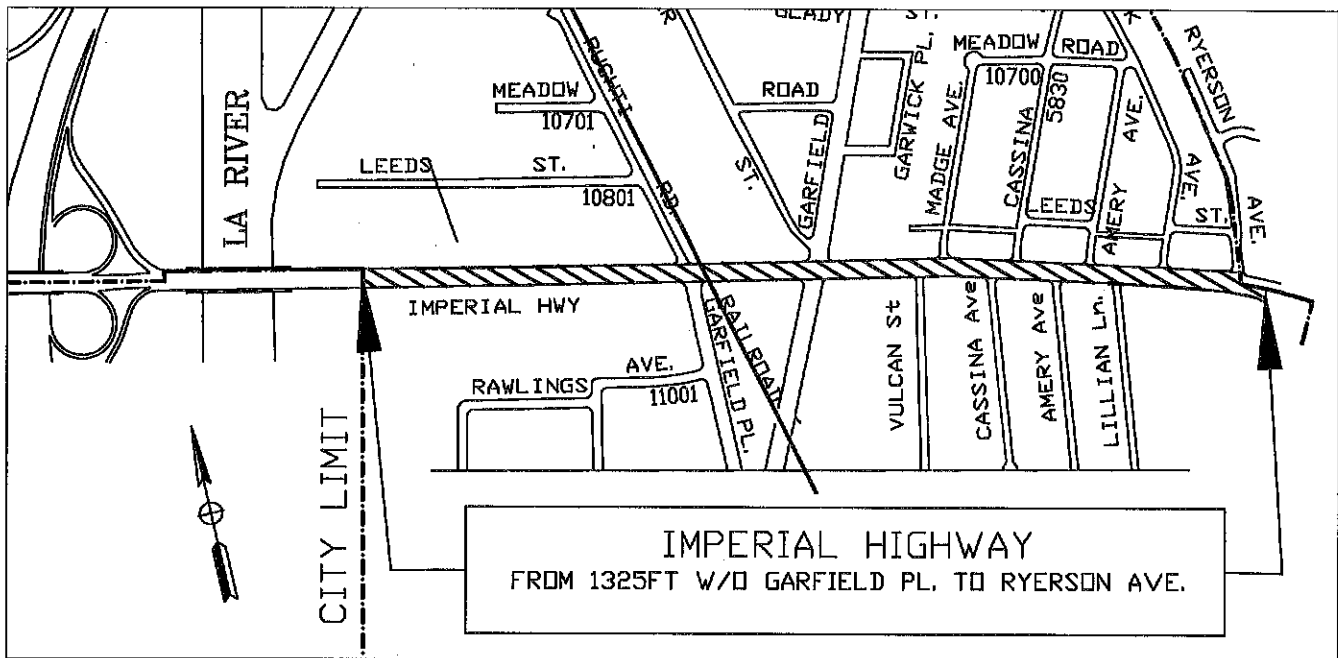
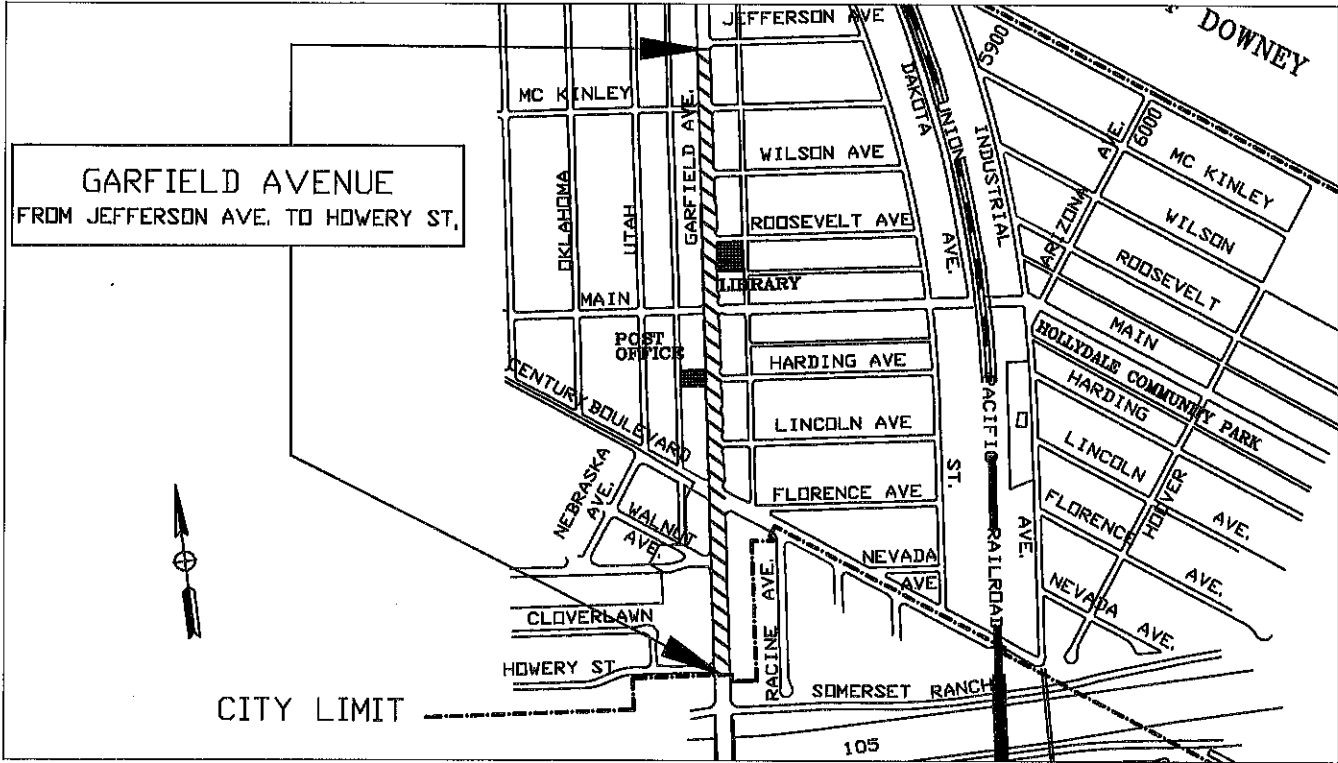
ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

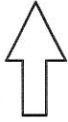
GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

CITY OF SOUTH GATE



LOCATION MAP

N



FIRESTONE BLVD./OTIS ST. IMPROVEMENTS PROJECT

SAN VINCENTE AVE.

FIRESTONE BLVD.

RIGHT OF WAY

EXISTING MEDIAN

PROPOSED LOADING ZONE

PROPOSED RIGHT-TURN LANE

PROPOSED SIDEWALK

RIGHT OF WAY

OTIS ST.

SOUTH GATE MIDDLE SCHOOL

SCOPE OF WORK

- CONSTRUCT A STUDENT LOADING ZONE
- CONSTRUCT RIGHT-TURN LANE
- RECONSTRUCT CURB RAMP
- MODIFY TRAFFIC SIGNAL TO ADD LEFT TURN PHASING (NB)
- SIGNING AND STRIPING

08

DEC 08 2021

10:28 am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: December 14, 2021

Originating Department: Public Works

Department Director:


Arturo Cervantes

Interim City Manager:


Chris Jeffers

SUBJECT: AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM AND AGREEMENT WITH HARPER AND ASSOCIATES ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE COATING AND THE SEISMIC AND CATHODIC PROTECTION UPGRADES OF HAWKINS STORAGE TANKS, CITY PROJECT NO. 645-WTR

PURPOSE: The Hawkins Reservoir site is equipped with two existing steel water storage tanks that require capital improvements inclusive of security fencing, coating, seismic and cathodic protection upgrades. The services of an engineering consultant are necessary to prepare design and construction documents for these improvements. Harper and Associated Engineering, Inc. ("HAE")s recommended for the contract.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving an Agreement with Harper & Associates Engineering, Inc., to provide Engineering Design Services for the Coating and the Seismic and Cathodic Protection Upgrades of Hawkins Storage Tanks, City Project No. 645-WTR, in an amount not to exceed \$98,890;
- b. Approving the removal of the art murals located on the Hawkins Reservoir tanks which is necessary to recoat them; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The Agreement is in the amount of \$98,890. It will be funded with Water Funds in Account No. 411-731-71-9576 (Water Fund - Coating, and Seismic and Cathodic Protection Upgrades of Hawkins Storage Tanks, City Project No. 645-WTR). The project is budgeted in the amount of \$730,764, as summarized below:

Services	Water Funds
Proposed Agreement	\$98,890
Contingency	\$20,000
Project Management	\$25,000
Construction Phase	\$586,874
Total Budget	\$730,764

ANALYSIS: The municipal water system is equipped with several drinking water storage tanks and regular maintenance and upkeep is essential to meeting drinking water and reliability standards. The Public Works Department has a long-term tank maintenance program to recoat steel water storage tanks and install seismic upgrades and cathodic protection systems. Recent inspections of the two tanks located at the Hawkins Reservoir site showed that the tanks require upgrades to address several issues. The internal coating has corrosion on the anode holes located on the tank roof and rafters. This could lead to structural failure if not properly addressed in a timely manner. Further, the existing cathodic protection system is not in service, thus the reservoirs are experiencing corrosion. The cathodic protection system must be replaced as it serves to prevent corrosion related failures of the storage tanks and internal piping system. Given that we live in Southern California and are at risk of earthquakes, seismic upgrades should be installed to insure the structural soundness of the tanks. Finally, the Hawkins Reservoir site has experienced vandalism. The Risk and Resilience Assessment Report recommends upgrading the perimeter fencing to address such security issues.

The Coating, and Seismic and Cathodic Protection Upgrades of Hawkins Storage Tanks, City Project No. 645-WTR (Project) is a part of the City Council adopted Capital Improvement Program. Currently, the project budget is \$730,764. Once the design work is completed, staff will bid the project and return to the City Council for consideration of award in accordance with state law.

The Hawkins Reservoirs currently have art murals painted on them and are scheduled to have new art murals painted as part the Urban Orchard project. The possible murals have not been designed yet but, are planned to be brought forward to the Parks & Recreation Commission for recommendation to the City Council within the next 6 months.

BACKGROUND: The City owns and operates a municipal water system that provides drinking water to approximately 90% of the City's residents and businesses. The water system is equipped within the Hawkins Reservoir site which is located at 9021 West Frontage Road, South Gate, CA 90280, adjacent to I-710 Freeway onramp at Firestone Boulevard (Attachment B). This site consists of two groundwater water wells and two 2.5 million gallons steel tanks built in 1985 (Reservoirs). The Reservoirs are 43 feet tall and 106 feet in diameter approximately. The Reservoirs' walls are coated with coal tar enamel on the interior and epoxy on the exterior.

The two Reservoirs are in need of improvements to address the issues sited above. As such, the Project is proposed to include recoating of the existing Reservoirs to comply with current water codes; removing and replacing the security fencing; installing a magnesium anode based cathodic protection system; repairing the tank roof; installing a fall prevention system and tank roof access; modifying the piping system as a part of the seismic retrofit; and performing a structural, seismic and safety evaluation. An evaluation to assess the seismic and structural reliability of the tanks, its operating parameters, safety and sanitary compliance, and to identify corrective and preventative measures, will be included in a Preliminary Engineering Report that will be prepared for City.

On September 13, 2021, a Request for Proposals (RFP) was released to five (5) qualified consulting firms to provide engineering design services for the project. On October 18, 2021, proposals were submitted by three firms to the City Clerk's Office as summarized on the following page.

Consultants	Fee Proposal	*Optional Task	Proposed Fees	**Amended Fee
HAE	\$75,770	\$4,320	\$80,090	\$98,890
ERSC	\$41,717	\$4,718	\$46,435	
Tank Industry Consultants	\$135,146	\$31,876	\$167,023	

* Includes preparation of an additional bid package to install the art murals and coating improvements under separate contract.

** After the selection process was completed, Engineering Division staff requested additional services to be incorporated into the project perimeter security fencing upgrades. The additional design services fees were \$18,800. Amended fee proposals were not requested from ERSC and Tank Industry Consultants since they were not selected for the contract, and since HAE's fees were reasonable.

A technical panel comprised of the Field Operations Manager, Water Division Manager and the Engineering Project Manager evaluated the consultants. The selection process weighed a number of factors including fees, project manager and team qualifications, experience in similar projects, understanding of technical issues, comprehensiveness of the proposal and experience in coating tanks projects. Based on the ranking criteria, HAE received the highest ranking from the panel.

Staff compared the fee proposals and scopes of work provided by the consultants. The scopes of work for the three consultants were consistent with the RFP. ERSC's fees were lower than HAE's, as their proposal excluded the structural upgrades. Also, the hours allocated to the work product appeared to be low as compared to the effort engineering staff believes is necessary to produce quality design and construction documents. Tank Industry Consultants included a complete scope of work, however, the hours allocated to prepare the work product were high as compared to HAE's. HAE also included a complete scope of work. The hours and fee proposals were reasonable.

The proposed Agreement with HAE provides the following:

- **Qualified Project Manager** – Offers more than 25 years of experience and has expertise in corrosion and tank structural engineering projects, primarily related to steel and concrete tank rehabilitation.
- **Successful Track Record** – In 1979, HAE was the first engineering firm in Southern California to provide full-time quality control coating and paint inspection. HAE was a member of the original committee that formulated the National Association of Corrosion Engineers (NACE) coating inspection program and testing. HAE inspectors not only have NACE certifications but have field experience in coating and painting with being either past foremen or superintendents for coating contractors.
- **Experience on Similar Projects** – HAE's experience with tank coating projects spans across many water purveyors such as Coachella Valley Water District, Long Beach Water Department, Golden State Water Company, and San Gabriel Valley Water Company.

It is noted that the RFP as issued did not include the perimeter security fencing upgrades. After the selection process was completed and HAE was selected by the panel, staff requested HAE to provide an amended fee proposal to add the security fencing upgrades to the contract. Their original design services fees increased from \$80,090 to \$98,890.

The security fencing is recommended to be installed as a part of the project. It is a risk reduction measure from the Risk and Resilience Assessment prepared for the water system, which was completed on October 30, 2021. It is necessary to replace the existing chain-link fence to prevent unauthorized access from the adjacent I-710 Freeway access ramp as well as from the Los Angeles riverbank. The design work will include the fencing improvements in the bid documents. Once construction bids are received, staff will return to the City Council for consideration of award in accordance with state law.

If awarded, the preparation of the project design is expected to begin in January 2022 and be completed in six months.

ATTACHMENTS: A. Proposed Agreement
B. Location Map

AA:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR ENGINEERING
DESIGN SERVICES BETWEEN THE CITY OF SOUTH GATE AND
HARPER & ASSOCIATES ENGINEERING, INC.**

This Agreement for Professional Services for Engineering Design Services ("Agreement") is made and entered into on December 14, 2021, by and between the City of South Gate, a municipal corporation ("City"), and Harper & Associates Engineering, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to engineering design of coating, and seismic and cathodic protection upgrades of Hawkins Storage Tanks, City Project No. 645-WTR; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Ninety-Eight Thousand Eight Hundred Ninety Dollars (\$98,890)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by Director of Public Works or his/her designee.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
 - 2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of December 14, 2021 and will remain in effect for a period of two years from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided herein.
4. **CITY AGENT.** The Director of Public Works ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- 6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.
- 6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.4 Non-Discrimination.**
- 6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any

subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 6.4.2** The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.
- 6.5 Insurance.** Consultant shall submit to City, certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
- 6.5.1** Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.
- 6.5.2** Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:
- a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
 - b. Name and list as additional insured the City, its officers and employees.
 - c. Specify its acts as primary insurance.
 - d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
 - e. Cover the operations of Consultant pursuant to the terms of this Agreement.

- 6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.7 Compliance with Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.
- 6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.
- 6.8.1** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.
- 6.8.2** Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.
- 6.8.3** Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

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

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

6.11 Legal Construction.

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

shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

- 6.12 Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.
- 6.13 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.
- 6.14 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.
- 6.15 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.16 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.17 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.18 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.19 Attorneys' Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.20 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of South Gate
Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, CA 90280
Email: acervantes@sogate.org
TEL: (323) 563-9512

WITH COURTESY COPY TO:

City Clerk's Office
Carmen Avalos, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: cavalos@sogate.org
TEL: (323) 563-9510

TO CONSULTANT:

Krista Harper, P.E.
Vice President
Harper & Associates Engineering, Inc.
1240 E. Ontario Avenue
Corona, CA 92881
Andre@HarperEng.com
(951) 372-9196

- 6.22 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- 6.23 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.24 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 7. EFFECTIVE DATE.** The effective date of this Agreement is December 14, 2021 and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul Salinas, City Attorney

DRAFT

**HARPER & ASSOCIATES ENGINEERING,
INC.**

By: _____
Krista Harper, Vice President

Dated: _____

**REQUEST FOR PROPOSAL (RFP)
ENGINEERING DESIGN SERVICES FOR COATING, AND SEISMIC AND
CATHODIC PROTECTION SYSTEM UPGRADES OF
HAWKINS STORAGE TANKS - CITY PROJECT NO. 645 WTR**

EXHIBIT "A"

SCOPE OF WORK

I. PURPOSE

The City of South Gate (City) is soliciting proposals from qualified Consultants to provide Engineering Design Services for the Coating, and Seismic and Cathodic Protection Upgrades of Hawkins Storage Tanks – City Project No. 645 WTR.

The project will evaluate the condition of existing coating of the two water storage tanks at Hawkins Reservoir site. This evaluation will also determine structural, seismic, and safety needs of the existing tanks for meeting the code requirements. The goal is to identify the immediate and future improvement needs for maintaining these tanks in a good working order. As part of the project the Consultant will design and prepare construction documents for recoating the existing tanks, seismic upgrades, and replacing the existing sacrificial magnesium anode based cathodic protection system currently not in service.

As optional items, the City also plans to paint new murals to replace the existing murals on the two tanks and construction of a perimeter security fence.

II. Project Schedule

The City plans to complete the evaluation, design, and construction documents by June 2022.

III. Project Description

City has a long-term tank maintenance program to recoat steel water storage tanks, install seismic upgrades, and cathodic protection systems. Exhibit 1 shows the location and layout of the sites.

As part of this program, the City plans to complete the upgrades for Hawkins Reservoirs. The Hawkins Reservoir site is located at 9021 West Frontage Road, South Gate, CA 90280, adjacent to 710 Freeway on ramp at Firestone Boulevard. The Hawkins Tank Site consists of two interconnected 2.5 MG steel tanks built in 1985. Each tank is 43 feet tall and 106 feet in diameter, with base elevations of approximately 107.5 feet. The maximum high-water level is 38.0 feet. Two onsite groundwater wells, Wells 24 and 25, feeds the tanks. The tank discharge pipeline supplies suction to the onsite Hawkins

booster pump station, located in a building. The tank is internally coated with coal tar enamel and the tank exterior is epoxy coated. The two tanks are equipped with intrusion alarms and level sensors.

These tanks were inspected recently in February 2021 (Exhibit 2 - Report). Inspections showed that the coal tar coating inside the tank may be damaged and require recoating. Also, some corrosions were visible at anode holes on the tank roof. The magnesium anode based cathodic protection system installed at the tank is currently not in service. The exterior of the tanks facing the freeway are painted with murals, which the City may replace as part of this project as an optional item.

Scope of the Project:

1. Corrosion Protection Evaluation – The objective of the project is to determine the condition of the tank as it relates to corrosion factors including coatings and paints, cathodic protection system, and to recommend corrective and preventive measures including filing of a report.
2. Laboratory Analyses – The objective is to determine the levels of heavy metals within the coatings and paints to assist in planning the work to ensure all personnel health, safety measures, and all environmental controls are implemented.
3. Structural/Seismic/Safety Evaluation – The objective is to determine the condition of the tank for seismic and structural reliability, related operating parameters, safety and sanitary compliance, and to recommend corrective and preventative measures including filing of a report.
4. Stress calculations will verify whether existing static conditions meet current tank standards. All seismic design load calculations will be based upon Seismic Zone 4 as set forth in AWWA Standard D100-96 and/or any other applicable codes.
5. Upon completion of the evaluations a brief written report shall be prepared with a detailed table outlining the time frame for completing work, work to be accomplished, and cost estimates:
 - a) Remove existing coal tar internal coating and recoat tanks with coatings in compliance with current codes.
 - b) Install inlet and outlet piping modifications as part of seismic retrofit. Perform any repairs to tank roof as necessary.
 - c) Install fall prevention system.
 - d) Install magnesium anode based cathodic protection system.

- e) Remove and replace existing murals on the tanks upon completion of the external coatings (Optional Work).

V. Preliminary Task Description

TASK A: NON-OPTIONAL TASKS

Task No. 1: Project Management

A. General Administration - The Consultant shall perform the following:

1. At the beginning of this project, a work plan will be prepared to set forth the significant milestones and deliverables to ensure compliance with the established project execution strategy and project goals. Presentation and review of the work plan will be done at the kickoff meeting. Consultant shall forward an updated work plan to the City on a regular basis.
2. Use sound engineering criteria in the administration of the Project. Consultant shall also be responsible for the accuracy of the calculations performed on the Project.
3. The Consultant along with the project team and subconsultants shall coordinate efforts of the Project, monitor schedules and budgets, and administer the contract with the City.

B. Meetings – The Consultant shall perform the following:

1. At the commencement of the project, the Consultant will hold a “kickoff” meeting with the City staff to discuss the scope and parameters of the project as well as City’s experience with the existing facilities. Specific goals to be accomplished will be identified and an effective strategy to accomplish the project goals will be developed during this meeting. Prepare a memorandum to document the established project goals and the project execution strategy. This memorandum will serve as the basis for subsequent action in accordance with this Scope of Work.
2. The project engineers assigned by the Consultant and the City shall meet on a regular basis after the kickoff meeting during the Project. Consultant shall assign appropriate engineering specialty staff or principals or arrange for appropriate subconsultant’s representatives to accompany the project engineer, to meet with City staff members whose responsibilities correspond to the specialties of the persons accompanying the project engineer.
3. Include in the engineering fee the time and cost of meetings with the City to establish an orderly development of the Project.

4. Record the minutes of all meetings and submit a copy of the minutes to the City within five (5) working days after each meeting.

Task No. 2: Study Background Information

A. Review Information Provided by the City

1. As-built drawings and specifications, and site plans.
2. Hawking Tank Inspection Reports prepared by Municipal Diving, February 2021.
3. Hawkins tanks video inspection reports.

Task No. 3: Corrosion Evaluation

- A. Meet with City staff to verify approach to project and schedule tank investigations. City will supply copies of all drawings on file to assist in the evaluation.
- B. Accomplish review of any records relevant to the project and accomplish field investigation of complete interior and exterior of the tanks. The tanks should be evaluated from the following standpoints:
1. Corrosion-related structural soundness of the tank and the foundation including depth and number of pits along with percent of rust areas.
 2. Condition of paint and other protective coating: how are they protecting the steel from corrosion, their aesthetic qualities, the percent failures, existing dry film thickness, and adhesion testing including their ability to be recoated.
 3. Condition of appurtenances: float, overflow, inlet, ladders, etc.
 4. Environmental and operating conditions which affect the use of the tank, maintenance of the tank, the aggressiveness of the atmosphere and water, and extent of abrasion damage.
- C. Field evaluation of the tank utilizing Certified Divers/Engineers to visually inspect and photograph visible deficiencies below the water line would entail one site visit per tank.
1. Evaluation of vapor zone is accomplished via inflatable raft with the water level 3 to 4 feet below roof line.
 2. Field evaluation of the tank can also be accomplished with the tank drained.

- D. Surfaces should be photographed and entered into a Photographic Survey Album which would be included in the detailed written report. A diagram of the tank shall be included in the final report depicting the locations of the photographs.
- E. Evaluate the condition of existing sacrificial anodes in tanks.
- F. Conclusions, recommendations, and cost estimates would be prepared by a Professional Engineer registered in the State of California for the following and included in the detailed report:
 - 1. Cause(s) of deficiencies and recommendation for repairs.
 - 2. Coating and paint repair or replacement including extent of deficient areas, estimated costs, and life expectancy.
 - 3. Additional items to enhance maintenance and safety.
 - 4. Install/replace cathodic protection system.

The Professional Engineer shall be provided for by the Consultant.

- G. Three copies of all written reports will be submitted.
- H. Meet with staff to discuss results and recommendations for preparation of technical specifications.
- I. Preparation of a technical specification for any work required as a result of the corrosion evaluation is included in this proposal and must be deferred until decisions are rendered as to extent of work. When these decisions are rendered, a specification must then be formulated.
- J. The following sanitary measures will be fully complied with in accordance with AWWA C652, Section 5:
 - 1. Diver's equipment is dedicated for use only in potable water storage tank.
 - 2. No body parts shall come in contact with potable water.
 - 3. Diver's suit shall be prophylactic in design. Only non-permeable dry suits shall be used which incorporate an integrated hard helmet, neck and wrist dams, and boots.
 - 4. Wet suits, hoods, and open or removable masks and face plates are not acceptable for use in potable water.

5. Prior to diver entrance into potable water, diver shall be:
 - i. Fully dressed in prophylactic dry suit as detailed above.
 - ii. All equipment and diver dress shall be thoroughly disinfected by a 100% wash-down with or immersion in a 200 PPM solution of chlorine and water.

K. Safety Procedures

1. Fully complies with all of the following safety procedures in accordance with Cal-OSHA Title 8, General Industry Safety Orders, as applicable to this project.
2. All members of dive team shall possess a current certificate of qualification and training in CPR/First Aid.
3. A dive plan shall be prepared prior to dive operations.

Task No. 4: Laboratory Analyses

- A. Remove 4 samples of interior coatings and 2 samples of exterior paints in the steel tank to determine if they contain lead, chromium compounds, or zinc as required by Title 22. This removal operation would transpire during the investigation of the interior and investigation of the exterior.
- B. A detailed report would be formulated, noting levels of specific heavy metals and relating this information to the methods of removal, protection of workers and environment, testing of removed coating and spent abrasive for heavy metal content, and determination of wastes as hazardous materials including disposal methods and operations.

Task No. 5: Structural/Seismic/Safety Evaluation

- A. Meet with City staff to verify approach to project. City will supply two copies of all drawings on file to assist in the evaluation.
- B. Field investigation of tank to verify measurements, physical conditions, and other information to determine seismic stress load calculations and structural evaluations.
- C. Evaluate condition of attached piping and other appurtenances and their relationship to a seismic event.
- D. Field investigation of interior of tank to verify physical conditions and other information to assist in determining seismic stress load calculations and structural evaluation will be accomplished during the corrosion investigation.

- E. Pertinent detailed measurements of all the tank's structural members would be noted and included in the comprehensive report.
- F. Interior and exterior surfaces would have been photographed during corrosion protection investigation and entered into a Photographic Survey Album which would be included as a reference report.
- G. Conclusions, recommendations, and cost estimates based on field observations, measurements, available drawings and records, and corrosion reports would be prepared and included in the comprehensive report. The report would include recommendations on structural and safety modifications or replacements to bring the tanks into compliance with current codes and OSHA and AWWA standards, The Consultant shall provide a Professional Engineer registered in the state of California for structural engineering recommendations.
- H. It is noted that upgrading of the tank does not guarantee an indestructible structure. Design, etc. should be based on water industry and existing AWWA standards which provides a cost effective design to bring tank in line with a 60 year experience on performance of tank during earthquakes for specific zones.
- I. Meet with the City staff to discuss results and recommendations would be accomplished at the same time as the communication for the corrosion evaluation.
- J. Evaluate tank level indicator and overflow alarms.

Task No. 6: Preliminary Report

- A. Review the inspection reports for all the tanks to evaluate the coating and safety/seismic/structural work required for each tank.
- B. Prepare a written report and detailed table with the prioritized tanks, time frame for completing work, work to be accomplished, and cost estimates.
- C. Provide four (4) sets of the project report to City for review including photographic survey album showing the condition of each tank.
- D. Meet with City staff to review report and discuss future maintenance and rehabilitation of tanks.

Task No. 7: Coating Design

- A. Address possibility of including more than one coating system in the specification and the possible use of dehumidification.
- B. Prepare project specification. Includes the current coating systems available. Update the specifications to address VOC issues, NSF and AWWA approvals, use within the

Southern California area, projected and actual coating life expectancy, years in use, availability of qualified applicators, application costs, etc.

- C. Address inspector's use of Contractor's equipment and how Contractor will be required to accommodate the inspector to ensure that inspection will be performed in a timely and thorough manner.
- D. Address noise, odor, and safety issues.
- E. Conclusions and recommendations, based on field observations, measurements, available drawings, and records, would be prepared and included in a detailed report.

Task No. 8: Structural, Seismic and Safety Design

- A. Address flexible inlets and outlets, additional manways, pump outlet with a pickup tube, vent screens, safety climbs, safety hatches, cable restraint system for roof work, guardrails etc.
- B. Address tank roof repairs.
- C. Address specific conditions noted and included in a written report.

Task No. 9: Cathodic Protection System Evaluation and Upgrade Design

The Scope of Work cathodic protection system design includes, but not limited to:

- A. Remove and dispose of offsite existing anodes and wiring in the tanks. Furnish and install cathodic protection handholes and cover assemblies on the roof.
- B. Furnish and install sacrificial magnesium anodes and cabling, anode interconnect cabling and boxes, bond cable and clevis assembly to properly install a functioning cathodic protection system.
- C. Furnish and install monitoring test box and reference electrode.
- D. Furnish and install fall prevention devices on the tank roof.

Task No.10: Final Design and Specifications

The final design shall not commence until authorized by the City. Consultant shall not proceed with the final engineering design until all reports are completed and approved and related concerns have been satisfied.

- A. Prepare detailed drawings for competitive bidding for the proposed construction work.
1. Specifications and drawings to be submitted to the City for review at the 60%, 90% and 100% design stages.
 2. Respond to City review comments and edit technical documents, as required.
 3. Prepare a construction cost estimate of the proposed work covered by the final specification and drawings for the proposed contract.
- B. Construction documents, which shall include, but not be limited to, the following:
1. Title sheet, location map, vicinity map, and signature blocks applicable to the Project.
 2. General site plan with appropriate general excavation, shoring and miscellaneous notes.
 3. Symbols and abbreviations.
 4. Show the position of all known, or proposed, underground utilities and all other pertinent data on pipeline drawings.
 5. Plans showing all record information regarding utilities, obstructions, and appurtenant data.
 6. City standard CSI specifications shall be used. When specifications do not exist, the Consultant will develop specifications that will conform to the City format and provided on latest version of MS Word for Windows (MS Word). An original set of final specifications will be provided to City for reproduction. The specifications shall be prepared on MS Word and an electronic copy will be file will be given to the City.
 7. Drawings shall be prepared on 24" x 36" sheets using computer generated drafting latest version of AutoCAD utilizing the City symbols set and text standards. Consultant standard construction details that are applicable to the project may be used. Project drawings shall be signed and sealed by a professional engineer registered in the appropriate discipline in the State of California. Detailed plans shall be drawn to scale of 1"=8' or larger. An electronic copy of the AutoCAD file shall be given to the City.
 8. Prepare construction specifications and other contract documents for competitive bidding for the proposed construction work and for the materials and equipment required for the bid package. Specifications and contract documents shall be based upon the City standard documents edited for application for this project. Additional specification sections necessary to completely define the work shall be prepared and coordinated with the project drawings to produce a complete set of construction documents for each contract. Provide four (4) sets of the drawings and specifications to the City for review at the 90 percent stage of final design. One set of complete original drawings and a copy on computer diskettes shall be delivered to the City at the completion of the design work.

9. Meet with the City staff after design documents have been reviewed. Resolve and incorporate the City comments into the design documents.
10. Consultant's project manager, project engineer and QA/QC coordinator shall perform routine and final review prior to signing the plans to ensure accuracy, conformance and integrity of all plans and specifications.
11. Consultant shall contact all agencies that may be involved in the project and to prepare the necessary permits for the project. It shall be the responsibility of the Consultant to determine all agencies that will be involved in the project.

Task No.11: Pre-Construction Services

- A. Pre-bid Conference: Attend pre-bid conference, present a summary of project requirements, answer questions and prepare minutes of the meeting which would include written responses to questions and clarifications, as needed.
- B. Bid Evaluation Assistance: Assist in the evaluation of bid proposals and provide recommendations for the selection of the contractor.
- C. Pre-Construction Meeting: Attend pre-construction meeting to answer any questions and prepare meeting minutes which would include written clarification to all issues discussed.

TASK B: OPTIONAL TASKS

The following are optional item(s) of work, and the City reserves the right to exercise its option to delete or proceed with these items. These tasks shall not be started without written authorization from the City.

Task No. 11: Painting Murals (Optional)

As part of the external recoating, the existing murals of the two tanks will be removed. The Consultant shall include in the construction contract documents for replacing these murals similar to the existing, City logos, paintings, or artwork if proposed by the City. Advise City on placing the mural facing the Urban Orchard Park as a priority item. This work will be done under a separate contract by the City.

Task No. 12: Security Fence (Optional)

Prepare detailed plans and specifications for competitive bidding for the construction of 8' high tube steel fence with barbed wire and razor ribbon along the perimeter of the site on the east, north, and west sides of the property. In addition, there should be a manual gate for operator access. Fence on the west side along Los Angeles River shall be removable to facilitate as needed construction and maintenance access.

4. Specifications and drawings to be submitted to the City for review at the 60%, 90% and 100% design stages.

VI. CITY RESPONSIBILITIES

- A. Provide project management. Assign a Project Manager to act as the project focal point.
- B. Provide or make available upon request, contract documents, reports, drawings, specifications, GIS land base maps (hard copy only), City standard specifications, records and other data deemed useful for the project.
- C. Administer agreement and make payments to Consultant.
- D. Award contract to contractor.
- E. Provide coordination to avoid interfering with other City, or agency construction projects and major events.
- F. All printing and reproduction for bidding and construction.
7. Permit fees required for the project.

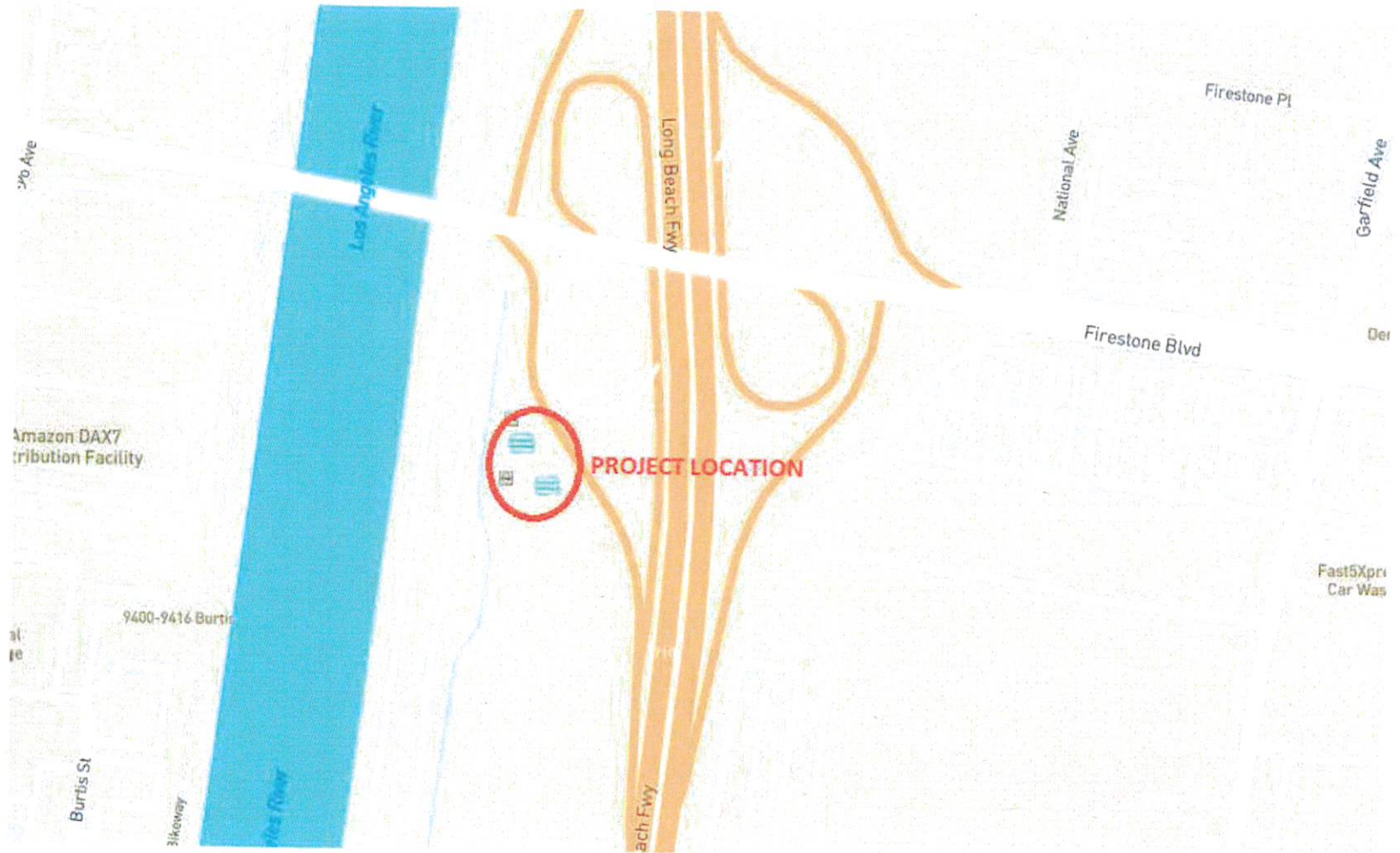
VII. MISCELLANEOUS

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

CITY OF SOUTH GATE
ENGINEERING DESIGN SERVICES FOR COATING, AND SEISMIC AND CATHODIC PROTECTION
SYSTEM UPGRADES OF HAWKINS STORAGE TANKS - PROJECT NO. 645-WTR

Task	Description	CP/Str. Eng		Project Manager		Resident Engineer		Tech/Draft		Clerical		Direct Costs		Total
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	#		
			\$200.00		\$190.00		\$170.00		\$110.00		\$65.00		\$ 95.0	
	TASK A - NON-OPTIONAL WORK													
1	Project Management		\$0	24	\$4,560	8	\$1,360		\$0	4	\$260			\$6,180
2	Study Background Information		\$0	2	\$380	4	\$680		\$0		\$0			\$1,060
3	Corrosion Evaluation		\$0	2	\$380	24	\$4,080	24	\$2,640	2	\$130			\$7,230
4	Laboratory Testing		\$0		\$0		\$0		\$0		\$0	12	\$1,140	\$1,140
5	Struct/Seismic/Safety Evaluation	40	\$8,000	2	\$380	4	\$680	4	\$440		\$0			\$9,500
6	Preliminary Report		\$0	8	\$1,520	12	\$2,040		\$0	4	\$260			\$3,820
7	Coating Design		\$0	4	\$760	8	\$1,360		\$0		\$0			\$2,120
8	Struct/Seismic/Safety Design	32	\$6,400	4	\$760	8	\$1,360	16	\$1,760		\$0			\$10,280
9	Cathodic Protection System Design	20	\$4,000	2	\$380		\$0	12	\$1,320		\$0			\$5,700
10	Final Design and Specifications		\$0	32	\$6,080	40	\$6,800	80	\$8,800	16	\$1,040			\$22,720
11	Pre-Construction Services		\$0	16	\$3,040	16	\$2,720			4	\$260			\$6,020
	TOTAL NON-OPTIONAL (TASKS 1 thru 11)													\$75,770
	TASK B - OPTIONAL WORK													
12	Painting Murals		\$0	12	\$2,280	12	\$2,040		\$0		\$0			\$4,320
13	Security Fence Allowance												\$18,800	\$18,800
	TOTAL FOR OPTIONAL WORK (TASK 12 thru 13)													\$23,120
	TOTAL PROJECT (ALL TASKS)													\$ 98,890.00

ATTACHMENT B – LOCATION MAP



CITY MANAGER'S OFFICE

DEC 08 2021

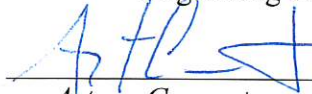

11:15am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: December 14, 2021

Originating Department: **Public Works**

Department Director:  Interim City Manager: 
Arturo Cervantes Chris Jeffers

SUBJECT: APPROVAL OF SOUTHERN CALIFORNIA EDISON SERVICE REQUEST NO. 7590397772 FOR RIGHT OF WAY SERVICES FOR THE URBAN ORCHARD PROJECT, CITY PROJECT NO. 539-PRK

PURPOSE: To secure right of way services and funding for the Urban Orchard Project. The Urban Orchard Project is constructing a new municipal park at 9475 W. Frontage Road. Securing services and approvals from Southern California Edison (SCE) now requires a review by their Real Estate Department. The City Council is being asked to approve the subject service request to pay the related fees.

RECOMMENDED ACTIONS: The City Council will consider approving the payment of review and processing fees pursuant to Southern California Edison Service Request No. 7590397772 associated with the access road and modified access gate improvements for the construction of the Urban Orchard Project, City Project No. 539-PRK, in the amount of \$8,000.

FISCAL IMPACT: There is no fiscal impact to the General Fund. SCE Service Request No. 7590397772 is in the amount of \$8,000 and will be funded with the Safe Clean Water (Measure W) Grant Funds budgeted in Account No. 311-790-61- 9214 (Capital Improvement Fund- Urban Orchard).

ANALYSIS: The Urban Orchard Project (Project) is under construction. SCE approvals are required since they are providing electrical service. On October 12, 2021, the City approved the fee of \$80,691 to SCE for the construction of the required electrical improvements. Following Council approval, it was brought to the Public Works Department's attention that SCE staff inadvertently omitted a review by SCE's Real Estate Department. The review is needed to verify the SCE easements on the parcel are sufficient to provide service and for access. Currently, the parcel has a 20-foot ingress and egress easement and a 6-foot utility easement for SCE. Additionally, there is an existing SCE vault that may require an easement. SCE's Real Estate Department needs to issue a consent letter to confirm the existing easements as well as the new easement will meet their needs. Their estimated processing review fee is \$8,000. The fee requested will cover the costs of: a technical plan and operational review including labor costs by the Transmission & Distribution Department Business Unit, an evaluation of SCE Land rights, Land Management Agent labor, and transmission line sag calculations if required. It is noted that the

\$8,000 fee is based on time and materials. At the conclusion of their review, SCE will either reimburse the unused fees or invoice the City any additional costs associated with this service request. At the conclusion of this process, the City may obtain the consent letter from SCE to finalize service.

BACKGROUND: The Urban Orchard Project is a part of the Capital Improvement Program. It is funded with \$22.8 million in various grants and local funds. The project improvements include a storm water diversion structure from the Bandini Channel to an underground reservoir and wetland with emergent vegetation, a knoll overlooking the wetland, bio swales, an education garden with raised planters, an orchard of fruit trees selected by the community, an education building/flexible space to promote environmental education, multi-use walking and bicycle pathways, pathway lights, exercise equipment located at various stages along the walking and bicycle paths, benches, picnic tables, drinking fountains, trash cans, landscape and irrigation.

The Urban Orchard Project is in the construction phase. Construction began on August 2, 2021 and, to date, the contractor has mobilized, cleared and grubbed, and initiated rough grading and utility work. Construction is scheduled to be completed in December 2022. The SCE fees are required to proceed with construction.

ATTACHMENT: Southern California Edison Service Request No. 7590397772

GD:lc



Request For Advance Payment

City Of South Gate
 Dept of Public Works
 8650 California Ave.
 South Gate, CA 90280

Document # 7590397772
 Document Date 11/10/2021
 Customer # 10327841
 SCE Contact Maria Parcell
 Telephone # 909-274-1877
 (RP)

Description	Amount
Advance Payment - Consent Estimated	\$8,000.00

SCE Project# : 203999839

City of South Gate Urban Orchard Park, N/o Southern Ave & W Frontage Rd W/o 710 Fwy in South Gate.

If paying by check, please follow instructions on bill stub below

Instructions for wire or ACH payments:
 JP Morgan Chase Bank
 New York, NY

ABA#: 021000021 Acct#: 323-394434
 SCE Taxpayer ID No. 95-1240335

Ref: Customer# 10327841 - Document# 7590397772 - Maria Parcell

Failure to properly identify your customer and document number may delay your project

Please detach and return payment stub with payment



Payment Stub

Customer 10327841
 Document 7590397772

\$8,000.00

(RP)

Enter the amount you
 paid \$

Make check payable to Southern California Edison.
 Please include customer and document# on the check.

City Of South Gate
 Dept of Public Works
 8650 California Ave.
 South Gate, CA 90280

Southern California Edison
 Attn: Accounts Receivable
 PO Box 800
 Rosemead, CA
 91771-0001

CITY MANAGER'S OFFICE

City of South Gate

CITY COUNCIL

DEC 07 2021

3:15pm

AGENDA BILL

For the Regular Meeting of: December 14, 2021

Originating Department: Parks and Recreation

Department Head: Steve Costley Interim City Manager: Chris Jeffers

SUBJECT: APPROPRIATE GRANT FUNDING FROM PROPOSITION 68 PER CAPITA PROGRAM FOR THE REPLACEMENT OF THE AUDITORIUM ROOF

PURPOSE: To appropriate grant funding from Proposition 68 Per Capita allocation given to the City of South Gate to replace the South Gate Park Auditorium roof.

RECOMMENDED ACTION: The City Council will consider appropriating grant funds in the amount of \$237,929 from Prop. 68 Per Capita Funding to complete the South Gate Park Auditorium Roof Project.

FISCAL IMPACT: At the October 12, 2021, City Council meeting, Council approved, through Resolution, the acceptance of the Prop. 68 Per Capita Funds from the State of California. This action allocates the funds to the Auditorium Roof Project for budgeting purposes.

Originally, this project was appropriated funds by the City Council from its Community Development Block Grant ("CDBG") in the amount of \$455,000 during the Fiscal Year 2021-22 budget. Due to new HUD guidelines, CDBG funds are no longer eligible for this project. This funding, along with funds most likely from the Unassigned General Fund, will need to be used to complete the roofing project. The ultimate amount of additional funding will not be known until the City receives bids from eligible contracting firms.

ANALYSIS: The South Gate Park Auditorium roof was last fully replaced in the 1980's. Since that time, the roof has undergone several repairs and patches due to leaks in various places. At present, there are leaks in the Main Hall, Banquet Room and Lobby that have all been previously repaired. Each rainy season has resulted in the repair of floors/carpets in several locations due to leaks. Replacement of the roof is well overdue and after recent inspections by outside consultants, recommendations have been made to replace the entire roof soon; to avoid additional damage to ceilings, floors, lights, and the metal building structure of the South Gate Park Auditorium.

BACKGROUND: In 2019, the Parks & Recreation Department presented the City Council with a list of "Deferred Maintenance Projects" that needed to be completed in hopes of bringing facilities and structures back into good condition throughout several park areas. The top item on

this list was the replacement of the Auditorium roof, as its condition had deteriorated to the point where other parts of the Auditorium structure were soon going to be affected.

Upon submission of the project to HUD, Community Development Department staff were notified that the Auditorium project would not qualify under current guidelines as the facility was not open for use to the general public without a fee. Staff contested this decision and provided information to our new HUD representative that showed the public uses the facility on a regular basis without a cost but as of this time the representative has continued to deny funding for the project.

ATTACHMENT: NONE

DEC 07 2021

8:55 A.M.

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: December 14, 2021

Originating Department: Office of the City Clerk

Department Director:  Interim City Manager: 
Carmen Ayala Chris Jeffers

SUBJECT: CANCELLATION OF THE REGULARLY SCHEDULED CITY COUNCIL MEETING OF DECEMBER 28, 2021, AND AUTHORIZATION FOR THE CITY COUNCIL AUDITOR TO REVIEW AND APPROVE THE SECOND WARRANT REGISTER IN DECEMBER 2021

PURPOSE: To approve the cancellation of the December 28, 2021, City Council Meeting, and authorize the City Council Auditor to review and approve the second warrant register in December 2021.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving the cancellation of the regularly scheduled City Council Meeting of Tuesday, December 28, 2021; and
- b. Authorizing the City Council Auditor to review and approve the second warrant register in December 2021.

FISCAL IMPACT: There is no fiscal impact, however, this action allows for timely payment of the City's obligations.

ANALYSIS: If the City Council were to wait until the first meeting in January 2022 to approve the second December warrant register, vendors would have to wait an extra three weeks to be paid, potentially causing them a hardship, and some invoices would become past due causing the City to pay late fees and penalties.

BACKGROUND: For many years, the City of South Gate has gone dark for the second City Council meeting in December due to the holidays. This year, City Hall will close for the holiday break commencing December 27, 2021, and the second City Council would be scheduled for Tuesday, December 28th, when City Hall is closed. City Hall will reopen on January 3, 2022.

Therefore, in order to pay vendors in a timely manner without incurring late fees and penalties or causing undue hardship on vendors, the City has consistently still processed a second warrant register in December and released the checks prior to City Hall closing for the holidays. Therefore, if the City Council approves the cancellation of the second City Council Meeting in December, staff requests that the City Council also authorize the City Council Auditor, Council

Member Maria del Pilar Avalos, to review and approve the second warrant register in December 2020. The proposed timeline for the second warrant register is:

Task	Date
Run Checks	December 15, 2021
Submit to City Council Auditor	December 16, 2021
Mayor signs checks	December 20, 2021
City Council Auditor reviews and approves	December 22, 2021
Mail checks	December 23, 2021

The December 28, 2021, warrant register will be placed on the City Council agenda for ratification by the City Council at the regularly scheduled meeting of January 11, 2022,

ATTACHMENTS: None.

DEC 07 2021

7:15am

City of South Gate
CITY COUNCIL

Item No. 13

AGENDA BILL

For the Regular Meeting of: **December 14, 2021**

Originating Department: **Administrative Services**

Deputy Director:  Interim City Manager: 
Kim Sao Chris Jeffers

SUBJECT: INVESTMENT REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2021

PURPOSE: California Government Code Section 53646 requires staff to submit a report to the City Council and City Manager, at least quarterly, which provides detailed information on all investments of the City.

RECOMMENDED ACTION: Receive and file the Quarterly Investment Report for the quarter ended September 30, 2021.

FISCAL IMPACT: Interest earnings totaled \$198,487.17 for the quarter.

ANALYSIS: None.

BACKGROUND: Attached is the Investment Report for the quarter ending September 30, 2021, for the City and Housing Authority (Attachment 1 – Quarterly Investment Report).

In keeping with the City's investment policy, all investments are short-to-medium term in duration, with maturities currently ranging from 1 day to 5 years. All investments are maintained in accordance with California Government Code Section 53646 and the City's investment policy, with respect to the type of investment vehicles in which the City's money is invested. As of September 30, 2021, 47.26% of the City's portfolio is invested in government agency securities, certificates of deposit and brokered, certificates of deposit that have maturities in excess of one year. In dollar amounts, that equates to \$50,116,739.23 of the City's total portfolio of \$106,036,468.43 invested in securities that mature between 1 day and 5 years from now. As the Director of Administrative Services, I certify that the funds are invested to provide sufficient cash flow for a period of six months.

As of September 30, 2021, the City's uninvested cash balance is \$14,656,566.23 (Attachment 2 – Schedule of Cash Balances).

ATTACHMENTS: 1) Quarterly Investment Report – September 30, 2021
2) Schedule of Cash Balances – September 30, 2021

CITY OF SOUTH GATE
 QUARTERLY INVESTMENT REPORT
 SEPTEMBER 30, 2021

Attachment 1

TYPE OF INVESTMENT	AMOUNT	REFERENCE	INVESTMENT ACTIVITY	AMOUNT
U.S. GOVT & GOVT AGENCY ISSUES	\$31,773,749.22	(SCHEDULE A)	BEGINNING BALANCE AT 7/1/21	\$104,848,586.31
CORPORATE BONDS - MEDIUM TERM NOTES	\$0.00	(SCHEDULE A)	SALE/MATURITY - US GOVT & AGENCY ISSUES/CORP BONDS	(\$5,000,000.00)
U.S. TREASURY BILLS	\$0.00	(SCHEDULE A)	SALE/MATURITY - MONEY MKT ACCT & OVERNIGHT SWEEPS	(\$249,000.00)
TOTAL	\$31,773,749.22		MATURITY - CERTIFICATES OF DEPOSIT	(\$2,995,054.65)
MONEY MKT ACCT/PREF BANK & OVERNIGHT SWEEP/U.S. BANK	\$3,405,104.23	(SCHEDULE A)	SALE/MATURITY - LAIF	\$0.00
TOTAL	\$3,405,104.23		LOSS ON SALE OF SECURITIES	\$0.00
CERTIFICATES OF DEPOSIT - PREFERRED BANK	\$3,700,000.00	(SCHEDULE A)	PURCHASES - US GOVT & AGENCY ISSUES/CORP BONDS	\$3,990,164.75
CERTIFICATES OF DEPOSIT - BROKERED	\$28,102,000.00	(SCHEDULE A)	PURCHASES - MONEY MARKET ACCT & OVERNIGHT SWEEPS	5,409,909.87
TOTAL	\$31,802,000.00		PURCHASES - CERTIFICATES OF DEPOSIT	\$0.00
LAIF INVESTMENTS - CITY ACCOUNT	\$38,766,865.36	(SCHEDULE A)	PURCHASES - LAIF	\$0.00
LAIF INVESTMENTS - HOUSING AUTHORITY ACCOUNT	\$288,749.62	(SCHEDULE A)	INTEREST REINVESTED	\$31,862.15
TOTAL	\$39,055,614.98		ENDING BALANCE AT 9/30/21	\$106,036,468.43
TOTAL INVESTMENTS AT COST @ 9/30/21	\$106,036,468.43		INTEREST EARNED THIS QUARTER:	AMOUNT
TOTAL MARKET VALUE OF INVESTMENTS @ 9/30/21	\$106,247,799.55		U.S. GOVERNMENT & GOVT AGENCY ISSUES	67,853.80
MARKET VALUE GAIN/(LOSS)	\$211,331.12		MONEY MARKET ACCOUNT & OVERNIGHT SWEEPS	10.06
			CERTIFICATES OF DEPOSIT (PREFERRED BANK)	9,495.00
			CERTIFICATES OF DEPOSIT (BROKERED)	89,266.54
			LAIF (CITY & HOUSING)	\$31,861.77
			TOTAL INTEREST EARNED THIS QUARTER	198,487.17
			INVESTMENT PORTFOLIO:	% OF PORTFOLIO
			U.S. GOVERNMENT & GOVERNMENT AGENCY ISSUES	29.96%
			CORPORATE BONDS	0.00%
			U.S. TREASURY BILLS	0.00%
			MONEY MARKET ACCOUNT & OVERNIGHT SWEEPS	3.21%
			CERTIFICATES OF DEPOSIT	29.99%
			LAIF	36.83%
			TOTAL PERCENTAGES	100.00%
			MATURITY DISTRIBUTIONS:	INVESTMENTS
			0 - 90 DAYS / 0 - 3 MONTHS	\$44,453,631.60
			91 - 180 DAYS / 3 - 6 MONTHS	6,289,097.60
			181 - 270 DAYS / 6 - 9 MONTHS	2,689,000.00
			271 - 365 DAYS / 9 MONTHS - 1 YEAR	2,488,000.00
			366 - 730 DAYS / 1 - 2 YEARS	6,478,771.00
			731 - 1095 DAYS / 2 - 3 YEARS	14,213,152.58
			1096 - 1460 DAYS / 3 - 4 YEARS	15,959,161.00
			1461 - 1825 DAYS / 4 - 5 YEARS	13,465,654.65
TOTAL INVESTMENTS (BOND RESERVES)	\$0.00		MAXIMUM YEARS TO MATURITY IS 5 YEARS	106,036,468.43
				100.00%

CITY OF SOUTH GATE
INVESTMENT REPORT
SEPTEMBER 30, 2021

QUARTER ENDING DATE:

9/30/2021

INVESTMENT AGENCY	CUSIP #	FDIC #	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN/LOSS	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	INTEREST PYMT FREQUENCY
U.S. GOVT & AGENCY ISSUES:													
FEDERAL HOME LOAN BANK	3130AA5C8		AAA	11/22/2016	11/22/2021	53	999,520.00	1,002,240.00	2,720.00	6,270.83	1.75%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130AABG2		AAA	12/6/2016	11/29/2021	60	993,392.39	1,002,930.00	9,537.61	6,354.17	1.88%	Low	Semi-Annual
FANNIE MAE	3135G0S38		AAA	2/2/2017	1/5/2022	97	998,097.60	1,004,880.00	6,782.40	4,777.78	2.00%	Low	Semi-Annual
FANNIE MAE	3136G4ME0		AAA	2/28/2017	2/28/2022	151	800,000.00	806,528.00	6,528.00	1,558.33	2.13%	Low	Semi-Annual
FARMER MAC	3132X0UA7		AAA	6/29/2017	6/29/2022	272	1,000,000.00	1,013,450.00	13,450.00	4,804.44	1.88%	Low	Semi-Annual
FANNIE MAE	3135G05P4		AAA	8/10/2020	8/3/2023	672	1,001,975.00	1,000,250.00	(1,725.00)	483.33	0.30%	Low	Semi-Annual
FANNIE MAE	3136G4K51		AAA	8/17/2020	8/17/2023	686	1,001,796.00	1,000,090.00	(1,706.00)	378.89	0.31%	Low	Semi-Annual
FREDDIE MAC	3134GAY0		AAA	11/13/2020	11/13/2023	774	1,000,000.00	999,470.00	(530.00)	1,150.00	0.30%	Low	Semi-Annual
FREDDIE MAC	3134GWKU9		AAA	8/14/2020	2/14/2024	867	1,001,870.00	999,150.00	(2,720.00)	489.58	0.38%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133EMQM7		AAA	2/18/2021	2/16/2024	869	1,000,000.00	994,220.00	(5,780.00)	250.00	0.38%	Low	Semi-Annual
FREDDIE MAC	3134GWEA0		AAA	7/29/2020	7/29/2024	1033	1,001,991.00	1,000,560.00	(1,431.00)	775.00	0.45%	Low	Semi-Annual
FANNIE MAE	3136G4J38		AAA	8/12/2020	8/12/2024	1047	1,002,191.00	999,130.00	(3,061.00)	558.06	0.41%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133ELEM8		AAA	12/17/2019	9/17/2024	1083	999,100.58	1,033,710.00	34,609.42	661.11	1.70%	Low	Semi-Annual
FREDDIE MAC	3134GW3W4		AAA	10/28/2020	10/28/2024	1124	1,000,000.00	998,400.00	(1,600.00)	1,742.50	0.41%	Low	Semi-Annual
FREDDIE MAC	3134GXDZ4		AAA	11/27/2020	11/25/2024	1152	1,001,985.00	995,060.00	(6,925.00)	1,575.00	0.45%	Low	Semi-Annual
FREDDIE MAC	3134GWA71		AAA	9/9/2020	12/9/2024	1166	1,002,493.00	995,650.00	(6,843.00)	1,555.56	0.50%	Low	Semi-Annual
US TREASURY NOTE	912828ZL7		AAA	2/19/2021	4/30/2025	1308	1,002,914.00	988,910.00	(14,004.00)	1,577.87	0.38%	Low	Semi-Annual
FANNIE MAE	3136G4K69		AAA	8/19/2020	8/19/2025	1419	1,000,000.00	992,990.00	(7,010.00)	583.33	0.50%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130AK5E2		AAA	6/10/2021	9/4/2025	1435	994,769.00	983,770.00	(10,999.00)	281.25	0.38%	Low	Semi-Annual
FREDDIE MAC	3137EAEX3		AAA	1/6/2021	9/23/2025	1454	1,000,000.00	983,730.00	(16,270.00)	83.33	0.38%	Low	Semi-Annual
FANNIE MAE	3136G44U4		AAA	10/20/2020	10/20/2025	1481	1,000,000.00	991,400.00	(8,600.00)	2,236.11	0.50%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133EMDZ2		AAA	12/1/2020	10/21/2025	1482	1,000,000.00	991,180.00	(8,820.00)	2,311.11	0.52%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130AKFJ0		AAA	11/13/2020	11/12/2025	1504	998,750.00	990,860.00	(7,890.00)	2,046.39	0.50%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133EMP08		AAA	2/18/2021	2/2/2026	1586	1,000,000.00	981,660.00	(18,340.00)	737.50	0.45%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130AL6J8		AAA	2/24/2021	2/24/2026	1608	1,000,000.00	991,050.00	(8,950.00)	642.36	0.63%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ALFX7		AAA	3/10/2021	3/10/2026	1622	1,980,350.00	1,980,060.00	(290.00)	700.00	0.60%	Low	Semi-Annual
US TREASURY NOTE	91282CBW0		AAA	7/21/2021	4/30/2026	1673	1,002,108.65	992,310.00	(9,798.65)	3,138.59	0.75%	Low	Semi-Annual
FEDERAL FARM CREDIT BANK	3133EML67		AAA	6/22/2021	6/22/2026	1726	997,500.00	995,330.00	(2,170.00)	2,200.00	0.80%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ANFU9		AAA	7/30/2021	7/29/2026	1763	1,000,000.00	994,050.00	(5,950.00)	1,605.56	0.85%	Low	Semi-Annual
US TREASURY NOTE	91282CCP4		AAA	8/12/2021	7/31/2026	1765	992,946.00	983,980.00	(8,966.00)	1,052.99	0.63%	Low	Semi-Annual
FEDERAL HOME LOAN BANK	3130ANW71		AAA	9/23/2021	9/23/2026	1819	1,000,000.00	999,420.00	(580.00)	224.44	1.01%	Low	Semi-Annual
TOTAL							31,773,749.22	31,686,418.00	(87,331.22)	52,805.41			
CORPORATE BONDS - MEDIUM TERM NOTES:													
None							0.00	0.00	0.00	0.00			
TOTAL							0.00	0.00	0.00	0.00			
U.S. TREASURY BILLS:													
None							0.00	0.00	0.00	0.00			
TOTAL							0.00	0.00	0.00	0.00			
BROKERED, CERTIFICATES OF DEPOSIT:													
BMW Bank North Ameria	05580ASJ4	35141		9/17/2019	3/21/2022	172	247,000.00	249,064.92	2,064.92	137.71	1.85%	Low	Semi-Annual
Carolina Trust Bank	144200BB7	57026		9/20/2019	3/21/2022	172	249,000.00	250,772.88	1,772.88	120.07	1.60%	Low	Monthly
Texas State Bank	856528DC5	27074		3/20/2020	3/21/2022	172	249,000.00	250,536.33	1,536.33	105.06	1.40%	Low	Monthly
Avidbank Palo Alto CA	05368TBK6	57510		3/25/2020	3/25/2022	176	249,000.00	249,729.57	729.57	28.65	0.70%	Low	Semi-Annual
Texas Exchange Bk Crowley	88241TGX2	20099		3/27/2020	3/25/2022	176	249,000.00	250,075.68	1,075.68	27.29	1.00%	Low	Monthly
Penn Community Bank	707312AQ7	30401		3/27/2020	3/28/2022	179	248,000.00	249,108.56	1,108.56	27.18	0.65%	Low	Semi-Annual
Insurors Bank	45776NDM5	35521		3/31/2020	3/31/2022	182	249,000.00	250,000.98	1,000.98	171.91	0.90%	Low	Monthly
Wex Bk Midvale Utah	92937CJY5	34697		4/9/2020	4/8/2022	190	248,000.00	249,706.24	1,706.24	1,664.66	1.40%	Low	Semi-Annual
First National Bank of Mich	32114VBY2	58259		4/9/2020	4/11/2022	193	249,000.00	250,327.17	1,327.17	165.09	1.10%	Low	Monthly
21ST Centy Bk Minn	90136STW6	9751		4/15/2020	4/14/2022	196	249,000.00	250,220.10	1,220.10	109.15	1.00%	Low	Monthly
First Premier Bk Sioux Falls	33610RTP8	6085		4/15/2020	4/15/2022	197	248,000.00	249,485.52	1,485.52	1,377.93	1.20%	Low	Semi-Annual
Flatwater Bk Gothenburg Neb	33885WAC4	10639		4/15/2020	4/18/2022	200	248,000.00	249,235.04	1,235.04	1,148.27	1.00%	Low	Semi-Annual
Hamni Bank	410493ES5	24170		4/17/2020	4/18/2022	200	249,000.00	250,379.46	1,379.46	105.06	1.10%	Low	Monthly
Southern States Bankoan Trust	843879DA2	58558		4/15/2020	4/18/2022	200	249,000.00	250,242.51	1,242.51	109.15	1.00%	Low	Monthly

CITY OF SOUTH GATE
INVESTMENT REPORT
SEPTEMBER 30, 2021

Attachment 1 Schedule A

QUARTER ENDING DATE:

9/30/2021

INVESTMENT AGENCY	CUSIP #	FDIC #	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN/LOSS	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	INTEREST PYMT FREQUENCY
<u>BROKERED, CERTIFICATES OF DEPOSIT:</u>													
Stearns County	857894E54	10988		12/18/2019	7/18/2022	291	249,000.00	252,229.53	3,229.53	173.96	1.70%	Low	Monthly
Texas Cap Bank N A Dallas Texas	88224PLX5	34383		7/24/2020	7/25/2022	298	249,000.00	249,346.11	346.11	117.68	0.25%	Low	Semi-Annual
Goldman Sachs	38149MFV0	33124		9/11/2019	9/12/2022	347	249,000.00	250,998.93	3,998.93	243.62	1.80%	Low	Semi-Annual
Ally Bank	02007GLR2	57803		9/12/2019	9/12/2022	347	247,000.00	250,998.93	3,998.93	231.44	1.80%	Low	Semi-Annual
Wells Fargo Bank	949763J64	3511		9/18/2019	9/19/2022	354	249,000.00	253,215.57	4,215.57	164.07	1.85%	Low	Monthly
Sallie Mae	7954504B8	58177		9/18/2019	9/19/2022	354	247,000.00	251,194.06	4,194.06	162.75	1.85%	Low	Semi-Annual
Synovus Bank, GA	87164DRB8	873		3/9/2020	12/9/2022	435	247,000.00	251,263.22	4,263.22	238.20	1.60%	Low	Semi-Annual
Virginia Partners Bank	928066BA6	58824		12/30/2019	12/30/2022	456	249,000.00	253,753.41	4,753.41	11.60	1.70%	Low	Monthly
Wells Fargo National	949495AT2	27389		1/22/2020	1/30/2023	487	249,000.00	254,672.22	5,672.22	25.92	1.90%	Low	Monthly
California Bank Comm Lafayette	13005CAG6	58583		8/20/2020	2/21/2023	509	249,000.00	248,970.12	(29.88)	57.30	0.20%	Low	Semi-Annual
Currie State Bank	23130SDU4	8833		3/23/2020	3/23/2023	539	249,000.00	251,651.85	2,651.85	51.85	0.95%	Low	Monthly
Northpointe Bank	666613HH0	34953		3/25/2020	3/27/2023	543	249,000.00	251,104.05	2,104.05	32.75	0.80%	Low	Monthly
CIT Bank	12566LBD7	58978		9/27/2019	3/27/2023	543	247,000.00	252,772.39	5,772.39	48.72	1.80%	Low	Semi-Annual
Bank of New England Nh	06426KBS6	24540		4/2/2020	4/3/2023	550	249,000.00	251,298.27	2,298.27	168.16	0.85%	Low	Monthly
Synchrony Bank	87165HA34	27314		4/3/2020	4/3/2023	550	248,000.00	252,526.00	4,526.00	1,783.22	1.45%	Low	Semi-Annual
Primebank	74163LAP6	8101		04/09/20	4/10/2023	557	249,000.00	252,446.16	3,446.16	172.59	1.15%	Low	Monthly
Williamette Valley Bk Salem Or	969294CD7	57033		04/09/20	4/10/2023	557	249,000.00	252,256.92	3,256.92	165.09	1.10%	Low	Monthly
Midwest Cmnty Bk Ill	598315CE7	19628		04/15/20	4/14/2023	561	249,000.00	252,657.81	3,657.81	130.98	1.20%	Low	Monthly
Northstar Bank	66704MES6	57097		04/15/20	4/14/2023	561	249,000.00	252,085.11	3,085.11	114.61	1.05%	Low	Monthly
West Michigan Community Bank	954444BU8	22308		04/15/20	4/14/2023	561	249,000.00	252,085.11	3,085.11	114.61	1.05%	Low	Monthly
Brunswick Bank Tr Manalapan NJ	117034AB4	20220		7/31/2020	7/31/2023	669	249,000.00	248,676.30	(323.70)	1.71	0.25%	Low	Monthly
Luana Savings Bank	549104JP3	253		9/18/2019	9/18/2023	718	247,000.00	253,026.80	6,026.80	140.76	1.60%	Low	Semi-Annual
Nicolet National Bank	654062JH2	57038		9/27/2020	9/27/2023	727	249,000.00	251,905.83	2,905.83	25.92	0.95%	Low	Monthly
Merrick Bank	59013KCZ7	34519		9/30/2019	9/29/2023	729	249,000.00	255,384.36	6,384.36	11.26	1.65%	Low	Monthly
Communitybank Tex N A Beaumont	204161BP7	3363		4/24/2020	10/24/2023	754	249,000.00	253,188.18	4,188.18	376.57	1.20%	Low	Monthly
Magnolia Bank Inc/Mag KY	559582AS0	8120		12/23/2020	12/22/2023	813	249,000.00	248,011.47	(988.53)	13.64	0.25%	Low	Monthly
CF Bank	15721UDC0	28263		9/11/2019	1/11/2024	833	249,000.00	256,091.52	7,091.52	231.95	1.70%	Low	Monthly
First Bank Hamilton NJ	319137AW5	58481		1/28/2021	1/29/2024	851	249,000.00	247,506.00	(1,494.00)	5.46	0.20%	Low	Monthly
First Foundation Bank Irvine CA	32026UWG7	58647		2/5/2021	2/5/2024	858	249,000.00	247,461.18	(1,538.82)	77.77	0.20%	Low	Semi-Annual
Commerical Bank Nelson Neb	20146AAT7	12246		8/7/2020	2/7/2024	860	249,000.00	247,740.06	(1,259.94)	93.80	0.25%	Low	Semi-Annual
First Source Bank	33646CLV4	9087		3/13/2020	2/12/2024	865	248,000.00	254,033.84	6,033.84	203.84	1.50%	Low	Semi-Annual
Commonwealth Business Bk Los	2027506Q3	57873		2/26/2021	2/26/2024	879	249,000.00	247,030.41	(1,969.59)	5.12	0.15%	Low	Monthly
First National Bank of America	32110YNV3	17438		2/28/2020	2/28/2024	881	249,000.00	255,371.91	6,371.91	31.72	1.55%	Low	Monthly
Community First Bank	20370AAE7	5197		3/27/2020	3/27/2024	909	249,000.00	251,133.93	2,133.93	23.19	0.85%	Low	Monthly
Centerstate Bank	15201QCN5	33555		3/30/2020	4/1/2024	914	248,000.00	250,730.48	2,730.48	6.45	0.95%	Low	Semi-Annual
Thomaston Svgs Bk Ct	88457PAM9	18258		04/03/20	4/3/2024	916	248,000.00	251,338.08	3,338.08	1,291.30	1.05%	Low	Semi-Annual
Pacific Enterprise Bk Ca	694231AG6	58415		04/09/20	4/9/2024	922	249,000.00	253,285.29	4,285.29	180.10	1.20%	Low	Monthly
First State Bank	33648PBM4	2301		04/15/20	4/16/2024	929	249,000.00	252,966.57	3,966.57	117.68	1.15%	Low	Monthly
Third Fed Svgs Ln Assn of	88413QCN6	30012		05/21/20	5/21/2024	964	249,000.00	250,327.17	1,327.17	680.49	0.75%	Low	Semi-Annual
New York Community Bank Westbury	649447UP2	16022		06/03/21	6/3/2024	977	249,000.00	247,632.99	(1,367.01)	286.52	0.35%	Low	Semi-Annual
First State Bank of Dequeen	336460DA5	21805		8/20/2020	7/22/2024	1026	249,000.00	247,296.84	(1,703.16)	26.26	0.35%	Low	Monthly
East Boston Savings Bank Boston MA	27113PDM0	33510		8/12/2020	8/12/2024	1047	249,000.00	247,144.95	(1,855.05)	119.38	0.35%	Low	Semi-Annual
Commerce State Bank	20070PLR6	58020		8/19/2020	8/19/2024	1054	249,000.00	246,741.57	(2,258.43)	24.56	0.30%	Low	Monthly
American Eagle Bank	02554BDC2	57359		8/24/2020	8/26/2024	1061	249,000.00	247,045.35	(1,954.65)	16.71	0.35%	Low	Monthly
First Bank of Puerto Rico	33767GAG3	30387		9/6/2019	9/6/2024	1072	249,000.00	258,180.63	9,180.63	324.04	1.90%	Low	Monthly
People's Bank	710665FD7	16265		3/10/2020	9/10/2024	1076	249,000.00	255,287.25	6,287.25	214.89	1.50%	Low	Monthly
Morgan Stanley PVT	61760AY60	34221		9/12/2019	9/12/2024	1078	247,000.00	256,119.24	9,119.24	244.29	1.90%	Low	Semi-Annual
Enerbank	29278TLK4	57293		9/13/2019	9/13/2024	1079	249,000.00	257,834.52	8,834.52	227.17	1.85%	Low	Monthly
McHenry State Bank	58117WAHO	30864		3/13/2020	9/13/2024	1079	249,000.00	254,921.22	5,921.22	178.05	1.45%	Low	Monthly
Bank of Old Monroe	064236BG6	1655		9/3/2019	9/18/2024	1084	249,000.00	256,748.88	7,748.88	150.76	1.70%	Low	Monthly
Abacus Federal Savings	00257TBH8	32257		9/18/2019	9/18/2024	1084	249,000.00	256,748.88	7,748.88	150.76	1.70%	Low	Monthly
Spring Bank	849430BA0	58668		9/19/2019	9/19/2024	1085	249,000.00	256,385.34	7,385.34	135.07	1.65%	Low	Monthly
Medallion Bank	58404DFJ5	57449		9/23/2019	9/23/2024	1089	249,000.00	257,859.42	8,859.42	100.96	1.85%	Low	Monthly
Enterprise Bank	29367RLA2	34786		9/27/2019	9/27/2024	1093	247,000.00	255,427.64	8,427.64	48.72	1.80%	Low	Semi-Annual
Lakeside Bank	51210SQV2	19573		9/27/2019	9/27/2024	1093	249,000.00	257,498.37	8,498.37	49.12	1.80%	Low	Monthly
Commercial Savings Bank	202291AF7	231		9/27/2019	9/27/2024	1093	247,000.00	255,062.08	8,062.08	47.37	1.75%	Low	Semi-Annual
Bankwest	06652CHB0	4009		9/27/2019	9/27/2024	1093	249,000.00	256,761.33	7,761.33	46.39	1.70%	Low	Monthly

**CITY OF SOUTH GATE
INVESTMENT REPORT
SEPTEMBER 30, 2021**

QUARTER ENDING DATE:

9/30/2021

INVESTMENT AGENCY	CUSIP #	FDIC #	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN/LOSS	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	INTEREST PYMT FREQUENCY
<u>BROKERED CERTIFICATES OF DEPOSIT:</u>													
Banker's Bank of the West	06610TEE1	23210		9/30/2019	9/30/2024	1096	249,000.00	257,505.84	8,505.84	12.28	1.80%	Low	Monthly
Celtic Bank	15118RSC2	57056		9/30/2019	9/30/2024	1096	249,000.00	256,766.31	7,766.31	11.60	1.70%	Low	Monthly
Continental Bank	211163JY7	57571		9/30/2019	9/30/2024	1096	249,000.00	250,850.07	1,850.07	6.14	0.90%	Low	Monthly
First Service Bank	33640VDA3	18519		9/30/2019	9/30/2024	1096	249,000.00	257,134.83	8,134.83	11.94	1.75%	Low	Monthly
Morgan Stanley	61690ULF5	32992		10/3/2019	10/3/2024	1099	247,000.00	256,544.08	9,544.08	2,388.46	1.95%	Low	Semi-Annual
Baycoast Bk Swansea Mass	072727AZ3	90196		1/16/2020	1/24/2025	1212	247,000.00	255,247.33	8,247.33	793.78	1.70%	Low	Semi-Annual
Tolleson Private Bank Dallas Tex	889538AU8	57522		2/26/2021	2/26/2025	1245	249,000.00	245,725.65	(3,274.35)	10.23	0.30%	Low	Monthly
Bell Bank Corp.	07815AAZ0	19581		2/27/2020	2/27/2025	1246	249,000.00	256,621.89	7,621.89	43.66	1.60%	Low	Monthly
Chambers Bank	157767AB0	5615		2/28/2020	2/28/2025	1247	249,000.00	256,206.06	7,206.06	31.72	1.55%	Low	Monthly
FNB of Albany	32117WAN2	3067		2/28/2020	2/28/2025	1247	249,000.00	256,626.87	7,626.87	32.75	1.60%	Low	Monthly
Garret State Bank	366526AX9	8074		2/28/2020	2/28/2025	1247	249,000.00	256,206.06	7,206.06	31.72	1.55%	Low	Monthly
Horizon Bank	44042TBX1	14327		2/28/2020	2/28/2025	1247	249,000.00	256,206.06	7,206.06	31.72	1.55%	Low	Monthly
Live Oak Banking Co.	538036JV7	58665		2/28/2020	2/28/2025	1247	249,000.00	257,466.00	8,466.00	347.92	1.70%	Low	Monthly
Prime Alliance Bank	74160NHC7	57920		2/28/2020	2/28/2025	1247	249,000.00	255,787.74	6,787.74	30.70	1.50%	Low	Monthly
Iowa State Bank	46256YBF5	15947		3/5/2020	3/5/2025	1252	248,000.00	254,780.32	6,780.32	264.99	1.50%	Low	Semi-Annual
American Expr Nat Bank	02589AA51	27471		3/17/2020	3/17/2025	1264	248,000.00	249,728.56	1,728.56	85.61	0.90%	Low	Semi-Annual
Evergreen Bank Group	300185JF3	35230		3/26/2020	3/26/2025	1273	249,000.00	251,587.11	2,587.11	34.11	1.00%	Low	Monthly
American Commerce Bank	02519TAZ9	57686		3/27/2020	3/27/2025	1274	249,000.00	251,156.34	2,156.34	25.92	0.95%	Low	Monthly
Central Bank Little Rock AK	152577AZ5	1756		3/27/2020	3/27/2025	1274	249,000.00	251,587.11	2,587.11	27.29	1.00%	Low	Monthly
Fortune Bank	34969RCT3	58107		3/27/2020	3/27/2025	1274	249,000.00	252,446.16	3,446.16	30.02	1.00%	Low	Monthly
Savoy Bank Resource	80534VADD	58641		3/27/2020	3/27/2025	1274	249,000.00	250,728.06	1,728.06	24.56	0.90%	Low	Monthly
Home Loan Inv Bank	43719LAC9	27417		3/28/2020	3/28/2025	1275	249,000.00	251,587.11	2,587.11	197.84	1.00%	Low	Monthly
Providence Bank, Rocky Mt	743738CG9	58239		3/31/2020	3/30/2025	1277	249,000.00	250,292.31	1,292.31	5.80	0.85%	Low	Monthly
Banker's Bank Oklahoma City	06610QEE7	26677		3/31/2020	3/31/2025	1278	249,000.00	251,584.62	2,584.62	6.82	1.00%	Low	Monthly
Pine Island Bank	722616AR0	12193		3/31/2020	3/31/2025	1278	249,000.00	251,584.62	2,584.62	6.82	1.00%	Low	Monthly
Encore Bk Little Rock Ark	29260MBF1	34562		5/15/2020	5/15/2025	1323	249,000.00	249,781.86	781.86	87.32	0.80%	Low	Monthly
Summit ST Bk Santa Rosa Ca	866264DP6	32203		5/15/2020	5/15/2025	1323	248,000.00	249,222.64	1,222.64	802.77	0.85%	Low	Semi-Annual
Minnwest Bank	60425SJC4	16958		8/19/2020	5/19/2025	1327	249,000.00	245,753.04	(3,246.96)	28.65	0.35%	Low	Monthly
Malaga Bank Palos Vendes Est C	56102AAL0	32282		8/26/2020	6/26/2025	1365	249,000.00	245,110.62	(3,889.38)	10.23	0.30%	Low	Monthly
Flagstar Bank FSB Troy Mich	33847E3W5	32541		7/22/2020	7/22/2025	1391	249,000.00	247,774.92	(1,225.08)	290.61	0.00%	Low	Semi-Annual
Balboa Thrift & Loan Assoc Chula	05765LBA4	26704		7/31/2020	7/31/2025	1400	249,000.00	245,391.99	(3,608.01)	2.39	0.35%	Low	Monthly
1st Financial Bank USA	32022RNT0	1673		8/19/2020	8/19/2025	1419	249,000.00	246,248.55	(2,751.45)	36.84	0.45%	Low	Monthly
Northeast Community Bank White	664122AF5	29147		8/20/2020	8/20/2025	1420	249,000.00	246,243.57	(2,756.43)	33.77	0.45%	Low	Monthly
Bank Kremlin Oklahoma	06304GAN6	11526		8/26/2020	8/26/2025	1426	249,000.00	245,738.10	(3,261.90)	13.64	0.40%	Low	Monthly
Bank3 Tennessee	06653LAP5	15205		8/28/2020	8/28/2025	1428	249,000.00	245,728.14	(3,271.86)	8.19	0.40%	Low	Monthly
Crown Bank Na Ocean City	228212AQ9	34259		9/4/2020	9/4/2025	1435	249,000.00	245,695.77	(3,304.23)	73.68	0.40%	Low	Monthly
Jonesboro State Bank	48040PJT3	9325		12/11/2020	12/11/2025	1533	249,000.00	246,963.18	(2,036.82)	81.86	0.00%	Low	Monthly
Bank Hapoalim B M New York	06251A2Q2	33686		12/14/2020	12/15/2025	1537	249,000.00	245,899.95	(3,100.05)	371.79	0.50%	Low	Semi-Annual
BMO Haris Bk National Assn	05600XBQ2	16571		12/18/2020	12/18/2025	1540	249,000.00	245,872.56	(3,127.44)	44.34	0.50%	Low	Quarterly
JP Morgan Chase Bk NA	48128UUZO	628		12/29/2020	12/29/2025	1551	249,000.00	245,775.45	(3,224.55)	320.63	0.50%	Low	Semi-Annual
Grand Bank Tulsa Okla	38522ABR6	22065		1/29/2021	1/29/2026	1582	249,000.00	244,428.36	(4,571.64)	5.46	0.30%	Low	Monthly
Poppy Bank Santa Rosa CA	73319FAZ2	57903		2/19/2021	2/19/2026	1603	249,000.00	244,224.18	(4,775.82)	32.75	0.40%	Low	Monthly
TOTAL							28,102,000.00	28,410,126.60	308,126.60	22,155.37			

TOTAL CITY INVESTMENTS (under U.S. Bank Safekeeping)

59,875,749.22 60,096,544.60 220,795.38 74,960.78

MONEY MARKET/OVERNIGHT SWEEP ACCOUNTS:

Preferred Bank - Money Market Account				9/30/2021	10/1/2021	1	3,028.35	3,028.35	0.00	0.00	0.05%	Low	Monthly
U.S. Bank - First American Treasury Obligation				9/30/2021	10/1/2021	1	3,402,075.88	3,397,545.88	(4,530.00)	0.00	0.01%	Low	Monthly
TOTAL							3,405,104.23	3,400,574.23	(4,530.00)	0.00			

CERTIFICATES OF DEPOSIT:

Acct #C0000306097 - Preferred Bank				4/8/2021	4/8/2022	190	700,000.00	700,000.00	0.00	0.00	2.65%	Low	Quarterly
Acct #C0000300002006 - Preferred Bank				3/20/2020	3/20/2022	171	3,000,000.00	3,000,000.00	0.00	0.00	2.91%	Low	Monthly
TOTAL							3,700,000.00	3,700,000.00	0.00	0.00			

CITY OF SOUTH GATE
INVESTMENT REPORT
SEPTEMBER 30, 2021

QUARTER ENDING DATE: 9/30/2021

INVESTMENT AGENCY	CUSIP #	FDIC #	BOND RATING	SETTLEMENT DATE	MATURITY DATE	DAYS TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN/LOSS	ACCRUED INTEREST	INTEREST RATE	RISK CATEGORY	INTEREST PYMT FREQUENCY
LAIF INVESTMENTS:													
General Fund Pooled Accounts				9/30/2021	10/1/2021	1	38,766,865.36	38,761,967.58	(4,897.78)	0.00	0.33%	Low	Quarterly
Housing Authority				9/30/2021	10/1/2021	1	288,749.62	288,713.14	(36.48)	0.00	0.33%	Low	Quarterly
TOTAL							39,055,614.98	39,050,680.72	(4,934.26)	0.00			
TOTAL INVESTMENTS							106,036,468.43	106,247,799.55					
TOTAL UNREALIZED GAIN/(LOSS)									211,331.12				
TOTAL ACCRUED INTEREST										74,960.78			

Note (1) - The accrued interest is the City's estimate of interest based on the rate and ending balance. The actual amounts are different.

COST - LAIF POOLED @ 9/30/21	\$179,074,354,752.49
MARKET VALUE - LAIF POOLED @ 9/30/21	\$179,051,730,605.43
MARKET VALUE TO BOOK RATIO - LAIF	99.98737%
MARKET VALUE - CITY OF SOUTH GATE @ 9/30/21	39,050,680.72

ATTACHMENT 2

**SCHEDULE OF CASH BALANCES
SEPTEMBER 30, 2021**

Fund #	Fund Name	Unrestricted Balance	Restricted Balance	Total
100	General Fund	\$ 18,995,193.68	\$ -	\$ 18,995,193.68
211	Traffic Safety	-	(1,232,121.71)	(1,232,121.71)
212	Gas Tax	-	1,068,739.93	1,068,739.93
213	TDA Bikeway	-	-	-
214	Street Sweeping	-	589,846.17	589,846.17
215	Road Repair and Accountability Act	-	4,099,446.58	4,099,446.58
216	CASp Certification and Training	-	62,829.81	62,829.81
217	Measure W Stormwater	-	650,123.88	650,123.88
218	Used Oil Recycling Program	-	20,799.87	20,799.87
219	Beverage Container Recycling Grant	-	68,176.33	68,176.33
220	Road Mitigation Program	-	2,105,852.66	2,105,852.66
221	Prop A Transit	-	4,050,194.47	4,050,194.47
222	Prop C Transit	-	6,462,536.29	6,462,536.29
223	SCAQMD	-	611,907.55	611,907.55
224	Measure R Transit	-	4,760,831.01	4,760,831.01
225	Measure M	-	2,676,862.18	2,676,862.18
231	Law Enforcement Grants	-	432,948.29	432,948.29
235	Asset Forfeiture	-	3,583,098.91	3,583,098.91
241	Housing Authority	-	(45,694.76)	(45,694.76)
242	Home Program	-	283,886.26	283,886.26
243	CDBG	-	(224,875.53)	(224,875.53)
245	ARRA	-	-	-
246	Emergency Housing Voucher (EHV)	-	37,630.00	37,630.00
251	Street Lighting & Landscaping	-	(1,475,413.82)	(1,475,413.82)
252	Tweedy P & BIA	-	29,681.95	29,681.95
261	Federal & State Grants	-	(2,640,542.95)	(2,640,542.95)
262	UDAG	417,792.27	-	417,792.27
263	Public Access Corp.	-	9,761.88	9,761.88
265	Permanent Local Housing Grant	-	(18,425.00)	(18,425.00)
266	SB2 Grant	-	(16,183.65)	(16,183.65)
267	LEAP Grant	-	(4,538.10)	(4,538.10)
268	American Rescue Plan Act (ARPA)	-	17,275,889.57	17,275,889.57
271	Park Enhancement	1,003,453.03	-	1,003,453.03
311	Capital Improvements	-	312,251.05	312,251.05
321	Successor Agency to the CDC	-	(196,117.83)	(196,117.83)
322	Low/Mod Income Housing	-	17,807.69	17,807.69
411	Water	-	44,759,205.09	44,759,205.09
412	Sewer	-	2,051,945.66	2,051,945.66
413	Refuse Collection	-	1,097,694.31	1,097,694.31
511	Insurance	4,370,301.92	-	4,370,301.92
521	Fleet Management	-	(262,467.52)	(262,467.52)
522	Information Systems	(181,247.10)	-	(181,247.10)
523	Capital Asset & Equipment Replacement	4,142,160.19	-	4,142,160.19
524	Building & Infrastructure Maintenance	320,079.68	-	320,079.68
611	Successor Agency - Debt Service & ROPS	-	-	-
711	Trust and Agency	-	767,550.34	767,550.34
901	Inventory Clearing	(152,446.89)	-	(152,446.89)
903	Payroll Clearing	6,631.02	-	6,631.02
	Total All Funds	\$ 28,921,917.80	\$ 91,771,116.86	\$ 120,693,034.66
			Invested Amount	\$106,036,468.43
			Uninvested Cash	\$14,656,566.23
			Total Cash	\$120,693,034.66

DEC 07 2021
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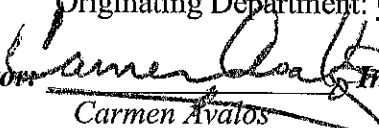
City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: December 14, 2021

Originating Department: Office of the City Clerk

Department Director: _____


Carmen Avalos

Interim City Manager: _____


Chris Jeffers

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

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

RECOMMENDED ACTION: The City Council will consider:

- A. Approving the Special Meeting minutes of November 5, 2021
- B. Approving the Regular and Special Meeting minutes of November 9, 2021
- C. Approving the Regular and Special Meeting minutes of November 23, 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
FRIDAY, NOVEMBER 5, 2021**

CALL TO ORDER Al Rios, Mayor called a Special City Council Meeting to order at 4:16 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Maria Davila, Council Member Denise Diaz and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

ABSENT Gregory Martinez, City Treasurer

CLOSED SESSION The Council Members recessed into Closed Session at 4:16 p.m. and reconvened at 6:31 p.m. with four (4) Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATION

Pursuant to Government Code Section 54956.8

Property APN: 6323-004-907
Property Address: 5821 Firestone Boulevard, South Gate,
California 90280
City Negotiator: Chris Jeffers, Interim City Manager
Negotiating with: Jerry Dicker
Under Negotiation: Terms of Sale

On item 1, guidance was given but no reportable action was taken.

2. CONSIDER THE EVALUATION OF PERFORMANCE OF A PUBLIC EMPLOYEE

Pursuant to Government Code Section 54957 and 54957.6

a. City Manager

On item 2, guidance was given but no reportable action was taken.

SPECIAL CITY COUNCIL MEETING MINUTES OF NOVEMBER 5, 2021

EXCUSED

FROM MEETING

At this time, 5:45 p.m., Council Member Hurtado was excused from the meeting.

ADJOURNMENT

Council Member Davila adjourned the meeting at 6:33 p.m. and seconded by Council Member Diaz.

PASSED and **APPROVED** this 14th day of December 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 9, 2021**

CALL TO ORDER Al Rios, Mayor called a Special City Council Meeting to order at 5:05 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Maria Davila, Council Member Denise Diaz and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

ABSENT Gregory Martinez, City Treasurer

CLOSED SESSION The Council Members recessed into Closed Session at 4:30 p.m. and reconvened at 6:30 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. Rosemarie Mendoza v. City of South Gate
- b. Gloria Rocha Robles v. City of South Gate, et al.
- c. Alisha I. Woodward v. City of South Gate, et al.

For Item 1a the City Council received a presentation from outside counsel. Upon completion of the presentation the City Council authorized a settlement of the case by motion of Vice Mayor Avalos and seconded by Council Member Hurtado. The vote was 5 to 0.

For Item 1b the City Council authorized the defense of this matter by motion of Council Member Davila and seconded by Mayor Rios. The vote was 5 to 0.

For Item 1c the City Council received a presentation. Upon completion of the presentation the City Council denied the claim and authorized the defense of the lawsuit by motion of Vice Mayor Avalos and seconded by Council Member Hurtado. The vote was 5 to 0.

SPECIAL CITY COUNCIL MEETING MINUTES OF NOVEMBER 9, 2021

2. CONFERENCE WITH LEGAL COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957(e)

- a. Consultation with Jeff Cooley, Project Manager, AARC Consultants, LLC

For Item 2a the City Council received a report in respect to a potential infrastructure threat. Upon completion of the report there was no reportable action taken.

ADJOURNMENT

Council Member Hurtado unanimously adjourned the meeting at 6:48 p.m. and seconded Vice Mayor Avalos.

PASSED and **APPROVED** this 14th day of December 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 9, 2021**

CALL TO ORDER Al Rios, Mayor called a Regular City Council meeting to order at 6:49 p.m.

INVOCATION Pastor Martha Moscoso, Faith and Hope Lutheran Church

PLEDGE OF ALLEGIANCE Steve Costley, Interim Director of Parks and Recreation

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Denise Diaz; Council Member Maria Davila and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney/Special Legal Counsel Raul F. Salinas

LATE City Treasurer Gregory Martinez

1
PROCLAMATION The City Council issued a Proclamation declaring November 9, 2021, as Law Enforcement Records and Support Personnel Day in the City of South Gate.

2
PROCLAMATION The City Council issued Proclamations commemorating November 11, 2021, as Veterans Day in honor of the great sacrifices made by the men and women who served in the Armed Forces.

3
PRESENTATIONS The City Council issued a Certificate of Appreciation to Arthur Loya commemorating his bravery and self-sacrifice while serving in the Armed Forces during World War II and receiving the Bronze Star.

This item was continued to the City Council meeting of November 23, 2021.

4
MUNICIPAL CODE The City Council conducted a Public Hearing and unanimously waived the reading of the full text and introduced Ordinance No. 2021-12-CC entitled - An Ordinance of the City Council of the City of South Gate, California, by Title only, an Ordinance amending the South Gate Municipal Code to reorganize existing and add new waste handling and recycling provisions to comply with the mandatory organic recycling provisions of SB 1383 by motion of Vice Mayor Avalos and seconded by Council Member Hurtado.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 9, 2021

4
MUNICIPAL CODE
CONT'D

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

Art Cervantes, Director of Public Works provided the staff report for this item.

Gladis Deras, Senior Engineer provided a presentation on this item.

Craig Hardwick, Special Legal Counsel provided an explanation on the changes to the municipal code that will go into effect with the passing of this ordinance.

The Mayor opened the public hearing at 7:22 p.m.

Mr. Dominguez asked how this will impact the residents.

Ms. Deras stated that at this time it is uncertain as the City is in the process of getting a new trash hauler.

Mr. Cervantes stated that the residents will also now be getting a green waste container to help meet the mandates.

The Mayor closed the public hearing at 7:40 p.m.

Council Member Hurtado asked if this Ordinance meets the requirements of both Assembly Bill 1826 and the Senate Bill.

Mr. Cervantes stated that it does cover both bills.

5
REAL PROPERTY

The City Council unanimously approved A, B, C, and D by motion of Council Member Hurtado and seconded by Vice Mayor Avalos.

- a. Adopted Resolution No. 2021-54-CC entitled - A Resolution of the City Council of the City of South Gate, California, approving, authorizing, and directing the execution of a Joint Exercise of Powers Agreement relating to the Agency, and supporting the Agency's issuance of bonds for the production, preservation, and protection of middle-income rental housing ("Middle-Income Housing Program");
- b. Authorized the City Manager to enter into a Public Benefit Agreement ("PBA"), substantially in the form attached, with the Agency; (Contract No. 2021-137-CC)

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 9, 2021

5
REAL PROPERTY
CONT'D

- c. Authorized the City Manager to execute related documents and take any additional actions that may be required to implement the Middle-Income Housing Program; and (Contract No. 2021-138-CC)
- d. Accepted the determination that this proposed action is Exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) and 15060(c)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, and it is not a "project" pursuant to Section 15378(b)(5) of the State CEQA Guidelines. (Contract No. 2021-139-CC)

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

COMMENTS FROM
THE AUDIENCE

Virginia Johnson, 5751 McKinley Avenue spoke of the driving lane being too small at the 105 Freeway and Howery Street since the new stripping and construction. She also spoke about the new Los Angeles County Sheriff Department Program that let you report a family member that could become aggressive because of a physical or mental illness.

Mr. Dominguez requested to talk to the City Attorney about litigation that was discussed tonight. He also requested that the tree lights be checked on Tweedy Boulevard. Some of the lights look dim. He supports keeping Zoom for the Council Meetings.

Armando Velasquez, Independence Avenue announced the upcoming events being sponsored by the Kiwanis Club.

Robert Montalvo thanked the Parks Staff for their work. He also encouraged people to donate to the Go-Fund-Me account for the victim of the traffic accident on Firestone Boulevard.

Cindy Esquivel spoke in support of continuing the Zoom City meetings.

Angie Chavez spoke on the lack of representation that South Gate gets from LAUSD.

Thomas Buckley asked why the Council is taking audience comments out of order and not following the Brown Act.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 9, 2021

REPORTS AND COMMENTS

FROM CITY OFFICIALS

Steve Costley, Interim Parks and Recreation Director reported on the Halloween events that took place at the park and the food give away.

Darren Arakawa, Chief of Police reported on the Trunk or Treat event and the Santa Cop fundraiser. Next week the Police Department will be having a Town Hall meeting and they have invited the LA Sherriff Department to talk about some of the homeless issues. He thanked everyone that attended his swearing in ceremony.

Chris Jeffers, Interim City Manager thanked Mr. Okereke for his work as the Interim Director of Administrative Services. He also thanked Ms. Soriano and Mr. Campana for their work for the City in the Community Development Department.

Raul F. Salinas, City Attorney thanked City staff for their work getting things ready for tonight's meeting as there were a few complex items on the agenda tonight.

Council Member Diaz spoke about the various redistricting issues facing South Gate and she attended the National Association Latino Elected Leaders Conference.

Council Member Hurtado spoke about addressing driving violations and making our streets safe. In response to the resident that called in about the lights on Tweedy Boulevard, Council Member Hurtado stated that they were damaged by the tree trimmers and repairs that are still needed. Many of the youth programs were required to develop a program to bring sports and still be COVID compliant. There are many conflicts happening between people both for and against these requirements.

Council Member Davila stated that she will not be attending the next City Council meeting and asked the City Manager if Council can get a presentation on SB9.

Vice Mayor Avalos said that we still have a lot of community members that are still struggling with COVID and encouraged everyone to take care of their families.

Mayor Rios reported on the South Coast Air Quality District resolution regarding refineries. Metro is looking for youth community members to sit on an advisory board and he is hoping that we can provide more events like Halloween for our residents.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 9, 2021

CONSENT CALENDAR Agenda Items 7, 8, 9, 11, 12, 13, and 14 were unanimously approved by motion of Vice Mayor Avalos and seconded by Council Member Hurtado. Items 6 and 10 were pulled for separate discussion.

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

**6
MUNICIPAL CODE**

The City Council waived the reading in full and unanimously adopted Ordinance No. 2021-10-CC entitled - An Ordinance of the City Council of the City of South Gate, California, amending Section 7.49.170 (Alcoholic Beverages, Narcotics, and other controlled substances) of chapter 7.49 (Park) of Title 7 (Public Safety and Morals), of the South Gate Municipal Code to allow for the possession, sale, and consumption of alcoholic beverages at park facilities and specified park areas provided that a permit is issued in accordance with approved permit requirements and guidelines adopted by the City Council by motion of Council Member Hurtado and seconded by Council Member Diaz.

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

**7
MUNICIPAL CODE**

The City Council unanimously waived the reading in full and adopted Ordinance No. 2021-11 CC entitled - Ordinance of the City Council of the City of South Gate, California, amending Section 11.31.030 (Definitions) to Chapter 11.31 (Density Bonus for Affordable Housing) and further deleting and replacing Table 11.31-1 (Determination of Density Bonus) in its entirety of Section 11.31.040 (Density Bonus), Sub-Section A (Determination of Density Bonus), and further deleting and replacing Table 11.31-3 (Number of Incentives) of Section 11.31.050 (Incentives), Sub-Section A (Number of Incentives), and further deleting and replacing Table 11.31-4 (Parking Requirements for Projects Receiving a Density Bonus) of Section 11.31.060 (Affordable Housing Requirements), Sub-section B.3. (Development Standards) of Title 11 (Zoning) of the South Gate Municipal Code to revise the City's regulations pertaining to density bonus for affordable housing during Consent Calendar.

**8
PARKS**

The City Council unanimously approved A and B during Consent Calendar.

- a. Adopted Resolution No. 2021-55-CC entitled - Resolution of the City Council of the City of South Gate, California, approving project application(s) for Specified Grant funds from the State of California Department of Parks and Recreation; and

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 9, 2021

8
PARKS CONT'D

- b. Delegated the authority to the Director of Parks & Recreation, or designee, to conduct all negotiations, sign and submit all documents including, but not limited to, applications, agreements, amendments, and payment requests which may be necessary for the completion of the grant scope(s) in a form acceptable to the City Attorney.

9
PERSONNEL

The City Council unanimously adopted Resolution No. 2021-56-CC - Resolution of the City Council of the City of South Gate, California, amending the Hourly Pay Table to update the hourly rates to conform to the minimum wage law effective January 1, 2022, during Consent Calendar.

10
CITY COUNCIL

The City Council unanimously adopted Resolution No. 2021-57-CC - Resolution of the City Council of the City of South Gate, California, authorizing remote teleconference meetings of the City Council, all City subordinate bodies, and all City non-profit corporation Boards and their subordinate bodies, for the period of November 12 - December 11, 2021, by motion of Council Member Hurtado and seconded by Mayor Rios.

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

11
FINANCIAL
MANAGEMENT

The City Council unanimously approved A and B during Consent Calendar.

- a. Amendment No. 1 to Contract No. 3218, Professional Services Agreement with Bank of the West, extending banking services for the period November 9, 2021, through November 30, 2022, and
- b. Authorized the Mayor to execute Amendment No. 1 in the form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 9, 2021

12
WASTERWATER
MGMT

The City Council unanimously approved A and B during Consent Calendar.

- a. An agreement (Contract No. 2021-140-CC) with Hadronex, Inc., DBA SmartCover Systems, Inc., for monitoring, maintenance, and operation of the SmartCover System for a three-year term and a not-to-exceed the amount of \$114,468, or \$38,156 annually; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

13
DATA PROCESSING

The City Council unanimously authorized the issuance of a Purchase Order with Pulsiam to renew the Software Maintenance and Support Services for Fiscal Year 2021/2022 for the Police Department in the amount of \$111,520.65 during Consent Calendar.

14
MINUTES

The City Council unanimously approved A and B during Consent Calendar.

- a. The Special Joint Budget Meeting minutes of August 16, 2021; and
- b. The Regular and Special Meeting minutes of October 12, 2021.

15
WARRANTS

The City Council unanimously approved the Warrant Register for November 9, 2021 by motion of Vice Mayor Avalos and seconded by Council Member Hurtado.

Total of Checks:	\$1,732,525.36
Voids:	\$ (0.00)
Total of Payroll Deductions:	\$ <u>(317,762.90)</u>
Grand Total:	\$1,414,762.46

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

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 9, 2021

¹⁶
0 EDUCATION

The City Council unanimously adopted Resolution No. 2021-53-CC entitled - Resolution of the City Council of the City of South Gate, California, urging the Los Angeles City Council to reject the proposed Map 2 recommended by the LAUSD Redistricting Commission and urging support for Map 1A by motion of Council Member Hurtado and seconded by Council Member Diaz.

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

ADJOURNMENT

Mayor Rios adjourned the meeting at 10:04 p.m. and seconded by Vice Mayor Avalos.

PASSED and **APPROVED** this 14th day of December 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, NOVEMBER 23, 2021**

CALL TO ORDER Al Rios, Mayor called a Special City Council Meeting to order at 5:38 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Denise Diaz and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney Raul F. Salinas

ABSENT Council Member Maria Davila
Gregory Martinez, City Treasurer

CLOSED SESSION The Council Members recessed into Closed Session at 5:39 p.m. and reconvened at 6:51 p.m. with four (4) 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. Aaliyah Bryant v. City of South Gate
- b. Byron Austin v. City of South Gate (WCAB)

Item 1a is a claim regarding a broken water meter and a presentation was made by the City Attorney. Upon completion of the presentation the City Council denied the claim by motion of Council Member Hurtado and seconded by Vice Mayor Avalos. The vote was 4 to 0. Council Member Davila was absent.

Item 1b is a workers compensation claim by a former employee of the city. The City Council received a report from outside council and a recommendation to settle this case. The City Council authorized the settlement by motion of Council Member Hurtado and seconded by Council Member Diaz. The vote was 4 to 0. Council Member Davila was absent.

SPECIAL CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021

2. CONSIDER THE EMPLOYMENT OF A PUBLIC EMPLOYEE
Pursuant to Government Code Section 54957 and 54957.6

a. Interim City Manager

For Item 2a there was a presentation given in Closed Session and upon completion of the presentation there was no reportable action taken.

ADJOURNMENT

Council Member Hurtado adjourned the meeting at 6:55 p.m. and seconded Council Member Diaz.

PASSED and **APPROVED** this 14th day of December 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

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

CALL TO ORDER Al Rios, Mayor called a Regular City Council meeting to order at 6:55 p.m.

INVOCATION Bishop Juan Carlos Mendez, Centro Cristiano Bet-El Church

PLEDGE OF ALLEGIANCE Chris Jeffers, Interim City Manager

ROLL CALL Carmen Avalos, City Clerk

PRESENT Mayor Al Rios, Vice Mayor Maria del Pilar Avalos, Council Member Denise Diaz; and Council Member Gil Hurtado; Interim City Manager Chris Jeffers, City Attorney/Special Legal Counsel Raul F. Salinas

ABSENT Council Member Maria Davila

LATE City Treasurer Gregory Martinez

1 PRESENTATIONS The City Council issued a Certificate of Appreciation to Arthur Loya commemorating his bravery and self-sacrifice while serving in the Armed Forces during World War II and receiving the Bronze Star.

2 PROCLAMATIONS The City Council issued a Proclamation declaring Saturday, November 27, 2021, as Small Business Saturday to encourage the community to shop locally.

3 PERSONNEL The City Council will allow staff to introduce the new and promotional full-time employees hired or promoted during October 2021.

4 LAW ENFORCEMENT The City Council conducted a Public Hearing and approved A, B, C, D, E, and F by motion of Vice Mayor Avalos and seconded by Council Member Hurtado.

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

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021

4

LAW ENFORCEMENT
CONT'D

- a. Authorized the utilization of the 2021-2022 Selective Traffic Enforcement Program (STEP) Grant funds from the State of California Office of Traffic Safety (OTS) for overtime, equipment, and training expenses;
- b. Authorized the utilization of the 2021-2022 Traffic Records Improvement Project Grant funds from the State of California Office of Traffic Safety (OTS) for traffic records improvements related to the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) program;
- c. Approved Grant Agreement (Contract No. 2021-144-AC) with the OTS, Grant Number PT22083 in the amount of \$100,000;
- d. Approved Grant Agreement (Contract No. 2021-145-CC) with OTS, Grant Number TR22009 in the amount of \$25,000;
- e. Authorized the Mayor to execute the two Grant Agreements in a form acceptable to the City Attorney;
- f. Increased the Fiscal Year 2021/22 OTS (STEP) Grant Fund budget by \$28,000, from \$72,000 to \$100,000, as follows: (\$4,000) in Account No. 231-556-21-5110; (\$78,176) in Account No. 231-556-21-5111; (\$1,191) in Account No. 231-556-21-5220; (\$15,188) in Account No. 231-556-21-6204 and (\$1,445) in Account No. 231-556-21-6340; and
- g. Increased the Fiscal Year 2021/22 OTS (TRIP) Grant Fund budget by \$25,000, from \$0 to \$25,000.

Lt. James Chaves provided the staff report for this item.

The Mayor opened the Public Hearing.

Mr. Dominguez asked if grants are available to assist officers with training and not only equipment.

The Mayor closed the Public Hearing.

Chief Arakawa reported on the various trainings provided to the officers.

Council Member Hurtado asked about driving education programs for the members of the public.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021

4 LAW ENFORCEMENT CONT'D

Chief Arakawa stated that he can look into driving safety programs but currently it is usually court appointed traffic school to avoid a strike on a person's license.

Lt. Chaves also explained several programs that are currently being provided by the City.

5 MUNICIPAL CODE

The City Council approved the Zoning Code Amendment No. 171 and introduced Ordinance No. 2021-13-CC entitled - An Ordinance of the City Council of the City of South Gate, California, amending Section 11.51.050 (Administrative permits and approvals) of Chapter 11.51 (Permits and Procedures) of Title 11 (Zoning) of the SGMC, to clarify the City's administrative plan review and administrative permit process by motion of Council Member Hurtado and seconded by Council Member Diaz.

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

Yalini Sivapathasundaram, Senior Planner provided the staff report for this item.

The Mayor opened and closed the public hearing.

Vice Mayor Avalos asked if any members of the Planning Commission were online as she would like to hear their viewpoint on this item.

Fabiola Inzunza, Planning Commissioner explained her viewpoint on the change.

Chris Jeffers, Interim City Manager explained the amendment in regard to the permit application process.

COMMENTS FROM THE AUDIENCE

Virginia Johnson, 5751 McKinley Avenue spoke on the meeting hosted by the South Gate Police Department and the Los Angeles Sheriff Department working on mental health issues. She was disappointed in the attendance by the public and City leaders.

Mr. Arroyo presented a letter to the City Council to be read into the record regarding an accident with a City employee.

Mr. Salinas explained the process for filing the claim and his request.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021

COMMENTS FROM THE AUDIENCE CONT'D

Robert Montalvo, spoke on the upcoming softball clinic to get toys for the Santa Cop giveaway and his concerns about the City not following the Brown Act. Lastly, he felt that it was disgraceful that Vice Mayor was not present to honor Arthur Loya for his service to this country especially as she stated that he was a friend of hers.

Brittany Rivas spoke on the California Water and Wastewater Arrearage Program.

Mr. Dominguez spoke on the meeting with the Chief of Police and LA County Sheriff, and he would like to see more cameras for street surveillance.

Thomas Buckley also has concerns with the City following the Brown Act and would like to see more consistency with the conduct of the Council during the meetings. It would also be nice to see the City Council focus more on the community like Augustin Perez who was highlighted by ABC news.

Cindy also encouraged the City to participate in the California Water and Wastewater Arrearage Program.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Raul F. Salinas, City Attorney stated that he will go back and listen to the last City meetings recording to hear the concerns that were brought up during tonight's public comments. He reaffirmed that it is a commitment of the City Council and staff to do everything possible to make our meetings as transparent as possible.

Chris Jeffers, Interim City Manager suggested hosting an educational meeting pertaining to the Brown Act as it can get convoluted as a process. He invited both Mr. Montalvo and Mr. Buckley to speak to him about the specific item they had concerns with, and he will be happy to discuss it with them.

Mr. Salinas also wanted to address the matter of not all members of the Council being present at the dais. The executive orders by the governor have allowed not all the Council Members to be present due to the pandemic. Due to privacy laws, we cannot address why particular council members elect not to be present or to be present at the dais.

Steve Costley, Interim Director of Parks and Recreation stated that Congresswoman Nanette Barragan will be holding a legislative summit in the park on December 4th, the tree lighting ceremony will be on December 2nd, and virtual Pageant of the Trees will be December 4th.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Chief Darren Arakawa reported that the Police Department is still collecting toys to give away during the holidays and there will be a promotion ceremony for 3 officers on November 30th.

Mr. Jeffers provided an update on the City's Website and the food insecurity programs.

Greg Martinez, City Treasurer reminded everyone that when the weather gets colder there is an increased risk for COVID and urged people to stay safe during the Holidays. He also said that he was very proud of his Boy Scout Troop and their families that provided breakfast for a homeless shelter. Lastly, he spoke on the impact of social media and effect it has on the youth committing crimes because they want to imitate what they see on TikTok.

Council Member Diaz reported on her meetings with the Los Angeles County Library Commission, Rivers and Mountains Conservancy, and Vector Control.

Council Member Diaz stated at this point she will join the City Council meeting via Zoom instead of being present at the dais.

Council Member Hurtado reported on his meetings with the Independent Cities Finance Authority. He spoke on the choice of receiving the COVID vaccine and booster. He believes the City needs to do a better job on removing graffiti and the fundraising efforts of the JAA and community members.

Vice Mayor Avalos stated that she visited three local schools to deliver gift certificates for families in need and thanked the volunteer organizations for their donations.

Mayor Rios stated that the number of COVID cases are rising a little so let's be safe. Crime is also up and asked everyone be safe. He updates the progress of the HUB Cities move to Tweedy Boulevard and updated the public on the redistricting maps.

CONSENT CALENDAR

Agenda Items 6, 7, 8, 9, 10, 11, 13, 14, 16, and 17 were approved by motion of Council Member Hurtado and seconded by Council Member Diaz. Items 12 and 15 were pulled for separate discussion.

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

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021

6

MUNICIPAL CODE

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

7

CITY COUNCIL

The City Council adopted Resolution No. 2021-58-CC entitled - Resolution of the City Council of the City of South Gate, California, authorizing remote teleconference meetings of the City Council, all City subordinate bodies, and all City non-profit corporation Boards and their subordinate bodies, for the period of December 12 - January 11, 2022 during Consent Calendar.

8

EMERGENCY

The City Council adopted Resolution No. 2021-59-CC entitled - Resolution of the City Council of the City of South Gate, California, extending the Local Emergency within the City as a result of the ongoing Coronavirus Disease 2019 Pandemic (COVID-19 Pandemic) during Consent Calendar.

9

PERSONNEL

The City Council approved A and B during Consent Calendar.

- a. Resolution No. 2021-60-CC entitled - A Resolution of the City Council of the City of South Gate, California, approving a recruitment bonus program for hiring critical positions along with a referral bonus by City Employees for new employees; and
- b. Authorized the City Manager to execute documents necessary to effectuate the actions, including employee agreements and any amendments thereto, as approved by the City Attorney.

10.

LEGAL OPERATIONS

The City Council approved A, B, C, D, and E during Consent Calendar.

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

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021

10
LEGAL OPERATIONS
CONT'D

- c. The Subdivision Settlement Participation Form electing to participate in the Janssen Settlement Agreement, dated as of July 21, 2021;
- d. The California State - Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement; and
- e. Delegated and authorized the City Manager to (i) execute, in place and in lieu of the City Mayor, the Distributor Settlement Agreement and the Janssen Settlement Agreement and all related documents, and (ii) take any additional actions as may be required to allow the City of South Gate to participate in the receipt of such funds, in a form approved by the City Attorney.

11
STREETS

The City Council approved A, B, C, D, E, and F during Consent Calendar.

- a. Resolution No. 2021-61-CC entitled - A Resolution of the City Council of the City of South Gate, California, to approve the Transfer Agreement No. 2021RPLLARO5 (Contract No. 2021-146-CC) between the City and the Los Angeles County Flood Control District for the Safe, Clean Water Program-Regional Fund Program ("Transfer Agreement") to receive the \$5,438,000 awarded for the Urban Orchard Project;
- b. Authorized the Mayor to execute the Transfer Agreement in a form acceptable to the City Attorney;
- c. Appropriated \$5,438,000 in Measure W Regional Grant Funds to Account No. No. 311-790-61-9214 to fund construction, water quality monitoring, and operations and maintenance for the Urban Orchard Project;
- d. Transferred \$3,150,000 in General Funds from the Urban Orchard Project (Account No. No. 311-790-61-9214) to the Assigned for Capital Project General Fund Balance;
- e. Transferred \$816,725 in General Funds from the Urban Orchard Project (Account No. No. 311-790-61-9214) to the General Funds Reserve; and
- f. Authorized the Assistant City Manager/Director of Public Works or designee as agent of the applicant to submit all documents pertaining to the Transfer Agreement including, but not limited to, budget plans, payment requests, progress reports, annual reports, and monitoring reports, operations and maintenance plans and other documents, which may be necessary for the completion of the Urban Orchard Project.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021

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STREETS

The City Council approved A and B by motion of Council Member Hurtado and seconded by Mayor Rios. Council Member Diaz recused herself from participating in this item.

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

- a. An agreement (Contract No. 2021-147-CC) with BKF Engineers, Inc., to provide engineering plans, specifications and estimates for the Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST and the Citywide Sidewalk Improvement, Phase VIII, City Project No. 659-ST, in an amount not-to-exceed \$275,158; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

13

COMMUNITY PROMOTION

The City Council approved A and B during Consent Calendar.

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

14

PERSONNEL

The City Council approved A and B during Consent Calendar.

- a. Amendment No. 1 to Contact No. 2020-106-CC extending the current Employment Agreement with Chris Jeffers as Interim City Manager to December 31, 2022; and
- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021

15

PURCHASING

The City Council approved A, B, C, and D by motion of Council Member Hurtado and seconded by Mayor Rios.

- a. A Purchase Order with National Auto Fleet Group for the purchase of three patrol vehicles for the Police Department in the total amount of \$112,554.02;
- b. Approv a Purchase Order with West Coast Lights & Sirens, Inc., for the purchase and installation of necessary emergency equipment for the three patrol vehicles in the amount of \$47,906.89;
- c. Approving a Purchase Order with Northstar Graphics for the purchase and installation of decals/graphics for two patrol vehicles in the amount of \$715.00 (the slick top vehicle does not require decals/graphics); and
- d. Approving a Purchase Order with CDCE, Inc., for the purchase of Mobile Data Computers to outfit the three patrol vehicles in the amount of \$20,703.31.

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

16

WATER

The City Council approved A and B during Consent Calendar.

- a. Accepted completion of construction of the Long Beach Boulevard Water Service Lateral Replacement Project City Project No. 638-WTR, constructed by J. A. Salazar Construction and Supply Corporation, effective October 19, 2021; and
- b. Directed the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

17

MINUTES

The City Council approved A and B during Consent Calendar.

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

REGULAR CITY COUNCIL MEETING MINUTES OF NOVEMBER 23, 2021

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MUNICIPAL CODE

The City Council considered:

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

This item was continued to the City Council meeting of December 14, 2021.

EXCUSED FROM MEETING

At this time, Council Member Diaz, was excused from the remainder of the City Council meeting.

19

WARRANTS

The City Council approved the Warrant Register for October 26, 2021, by motion of Vice Mayor Avalos and seconded by Council Member Hurtado.

Total of Checks:	\$3,086,783.97
Voids:	\$ (703.00)
Total of Payroll Deductions	<u>\$ (379,235.92)</u>
Grand Total:	\$2,706,845.05

Cancellations: 94029, 94819

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

ADJOURNMENT

Mayor Rios adjourned the meeting at 9:34 p.m. in memory of Antonio Rodriguez, resident and Antonia Juarez Reyna, mother-in-law of Mayor Rios and seconded by Vice Mayor Avalos.

PASSED and **APPROVED** this 14th day of December 2021.

ATTEST:

Al Rios, Mayor

Carmen Avalos, City Clerk

City of South Gate

CITY COUNCIL

CITY MANAGER'S OFFICE

NOV 30 2021 5:00 PM

AGENDA BILL

For the Regular Meeting of: December 14, 2021
Originating Department: City Manager's Office

Interim City Manager: [Signature] Chris Jeffers

Interim City Manager: [Signature] Chris Jeffers

SUBJECT: A REQUEST BY MAYOR RIOS AND COUNCIL MEMBER HURTADO TO DIRECT STAFF TO REVIEW AND PRESENT MODIFICATIONS TO SOUTH GATE MUNICIPAL CODE 11.33.060 PARKING LOT STANDARDS (TABLE 11.33-3)

PURPOSE: This agenda item was continued from the November 23, 2021 Council Meeting. The purpose of this item is for the City Council to consider a request by Mayor Rios and Council Member Hurtado to have staff review and present to the Planning Commission and, subsequently, the City Council for consideration, possible revisions to the City's off-site parking distance regulations as set forth in the South Gate Municipal Code Section 11.33.060 Parking Lot Standard (Table 11.33-3).

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

FISCAL IMPACT: If approved, staff would undertake a review, and possibly engage outside services to review and make possible suggestions relating to off-site parking standards for the Planning Commission and City Council to consider. Costs for outside services may run between \$10,000 to \$15,000 in addition to staff costs.

ANALYSIS: Mayor Rios and Council Member Hurtado have been asked to see if the City would consider changing its code standards relating to off-site parking distance limitations. Currently, the standard for land uses serving Children, Older Adults, Community Assembly or People with Disabilities is that sites more than 150 feet from the primary use cannot be considered as meeting the parking requirements for such uses. Other uses may have other limitations, such as Non-residential land uses, which provide for no more than 300 feet from the primary site under the City's code.

The purpose of providing some limitation is to ensure that parking will be convenient enough for customers of the specific land use to use said parking. The farther the location from the primary land use, the less likely customers will use it. Customers will likely attempt to park in locations closer and more convenient to them, which can add to areas where parking is already problematic for either residential or commercial areas. Distances can, and do, vary for specific uses. For example, allowing off-site parking locations for a stadium be farther than 150 feet would not be unreasonable. However,

a person with a young child or two who is trying to access childcare is less likely to use a site that is the same distance as that used for a stadium.

Should the City Council direct staff to undertake the review process and present changes, staff would look at what other cities may permit, whether there are industry recommendations, are there legal limitations to consider and what conditions should be attached to ensure off-site parking is secure for purposes of meeting the land use needs. It is anticipated this process would take between 3-6 months to bring before the Planning Commission for consideration and provide a recommendation to the City Council. Any amendment to the Municipal Code would require public noticing and hearings of both the Planning Commission and City Council.

BACKGROUND: The South Gate Municipal Code Section 1.04.066 (Restrictions related to the use of City staff time and/or supplies) requires the City Council approve, in advance, any City Council Member's request for use of staff time and/or City resources. As such, a majority of the City Council must approve giving staff direction to undertake the request by Mayor Rios and Council Member Hurtado.

In addition, should the City Council approve the request, then the City Council may give specific direction as to what elements to study or consider. The City Council should not express any specific opinion on a specific project or a how they might vote on an item that may come before them in the future.

ATTACHMENT: SGMC 11.33.060 Parking Lot Standards