SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, June 23, 2026 at 6:30 p.m.

SOUTH GATE COUNCIL CHAMBERS
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280

DIAL-IN NUMBER 1 (213) 338-8477
MEETING ID: 821 0595 8091

VIEW MEETING LIVE ONLINE AT:
HTTPS://YOUTUBE.COM/@SOUTHGATECA90280

City Officials

MAYOR, Joshua Barron	**CITY CLERK,** Yodit Glaze
VICE MAYOR, Al Rios	**CITY TREASURER,** Jose De La Paz
COUNCIL MEMBER, Maria del Pilar Avalos	**CITY MANAGER,** Rob Houston
COUNCIL MEMBER, Maria Davila	**CITY ATTORNEY,** Raúl F. Salinas
COUNCIL MEMBER, Gil Hurtado	

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING LIVE ONLINE VIA YouTube: South Gate, CA - YouTube
Please allow up to 24 hours after the meeting for the archive to be available.
2. LISTEN TO THE MEETING ONLINE VIA ZOOM: https://us06web.zoom.us/j/82105958091
To address the City Council press *9 to raise your hand and *6 to unmute yourself when instructed.
3. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at: yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.
4. ATTEND THE MEETING IN PERSON

***The disruption in service of any alternative method does not prelude the City Council or other legislative body from taking further action and moving forward on the agenda.**

Meeting Schedule

The regular meetings of the City Council are held on the second and fourth Tuesday of each month, closed session business will usually commence at 5:30 p.m., when scheduled, and general business session will commence at 6:30 p.m.

Brown Act

Agendas are drafted to accurately state what the legislative body is being asked to consider. The legislative body can take action on "all items" listed on the agenda and be in compliance with the open meeting laws. Under the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The governing body may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

City's Vision Statement

We envision a thriving, safe and inclusive community where everyone has the opportunity to access exceptional services, education and support to be resilient and live full, vibrant lives.

Public Communications

Public Comments on agenda items are limited to three (3) minutes. All comments are to be addressed directly to the Agency Members not to the members of the public.

Emails for public comment received prior to 4:00 pm on the day of the Council Meeting will be summarized by the City Clerk, not read in its entirety. A copy of the email will be provided to the City Council and will also be available at the City Clerk's Office for public review. A copy of each email will be recorded for public record and noted on the official minutes of tonight's meeting.

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Joshua Barron, Mayor

INVOCATION: Tina De La Rosa, Acting Director Parks & Recreation

PLEDGE OF ALLEGIANCE: Raul F. Salinas, City Attorney

ROLL CALL: Yodit Glaze, City Clerk

Public Hearings

1. Approve Resolution Adopting the 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Following the conclusion of the Public Hearing, the City Council will consider: (PW)

a. Receiving and filing a presentation of the City's 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP); and

b. Adopting a Resolution adopting the 2025 Urban Water Management Plan and Water Shortage Contingency Plan to comply with the Urban Water Management Planning Act (California Water Code Division 6, Part 2.6, Sections 10610 through 10657) as mandated by the State of California.

Documents:

Item 1 Report 06232026.pdf

Reports and Presentations

2. Water Bill Discount

The City Council will consider: (AS)

a. Review and discuss the information presented regarding a potential conditional, one-time water bill discount program that would take effect only if the proposed Utility Users Tax (UUT) measure is approved by voters in the upcoming Municipal Election to be held November 3, 2026;

b. Provide direction on the final program parameters to be incorporated into the resolution, including:

1. The discount percentage and total one-year program amount, such as a 10% discount resulting in approximately $2.2 million in water revenue not collected;
2. Whether comparable relief should be provided to customers served by non-City water providers, including Golden State Water customers, and whether General Fund resources should be used for that purpose; and

c. Adopt a Resolution establishing a conditional, one-time water bill discount program, effective only upon voter approval of the UUT measure, incorporating City Council direction provided during this meeting, and authorizing the City Manager to take all actions necessary to implement the program, subject to final approval as to form by the City Attorney.

Documents:

Item 2 Report 06232026.pdf

Comments From The Audience - Non-Agenda Items

During this time, members of the public may address the City Council regarding any items not listed on the agenda and within the subject matter jurisdiction of the City Council and not on this agenda. Comments from the audience will be limited to three (3) 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. The collective initial period of time for comments from the audience shall be limited to 45 minutes. Any speaker that did not get a chance to speak during this segment

due to the 45-minute limitations will be able to speak at the end of the meeting prior to adjournment.

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/interfere, other actions which disrupt 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 Section1.04.110.

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.

Consent Calendar Items

Agenda Items **3, 4, 5, 6, 7, and 8** are Consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action. Members of the public are permitted to speak on any item listed but their time period is limited to three (3) minutes in total.

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.

3. Approve Amendment No. 1 to Contract No. 2022-83-CC with United Pacific Services for Modification of Tree Trimming Cycle from a 4-Year to a 5-Year Cycle

The City Council will consider: (PW)

a. Approving Amendment No. 3 to Contract No. 2022-83-CC with United Pacific Services, Inc., extending the agreement through June 30, 2027, for continued citywide tree maintenance services and modifying the tree trimming cycle from a four-year cycle to a five-year cycle, for a not to exceed amount of $859,955; and

b. Authorizing the Mayor to execute Amendment No. 3 to Contract No. 2022-83-CC in a form acceptable to the City Attorney.

Documents:

Item 3 Report 06232026.pdf

4. Approve Amendment No. 1 to KOA for 7 Intersections Project

The City Council will consider: (PW)

a. Approving Amendment No. 1 to Contract No. 2023-60-CC with KOA Corporation ("Agreement"), to fund additional design services for the Traffic Improvements at Intersections along California Avenue and Southern Avenue, City Project No. 681-ST, for a not to exceed amount of $43,628;

b. Appropriating $43,628 in the Highway Safety Improvement Program Grant Funds to fund the services proposed under Amendment No. 1 to Contract No. 2023-60-CC;

c. Appropriating $30,000 in Prop C Funds to budget staff time for the Traffic Improvements at Intersections along California Avenue and Southern Avenue, City Project No. 681-ST; and

d. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2023-60-CC in a form acceptable to the City Attorney.

Documents:

Item 4 Report 06232026.pdf

5. Approve Amendment No. 2 to Contract No. 2024-82-CC with Mariposa Landscape Service LLC, for Annual Citywide Landscaping and General Maintenance Services

The City Council will consider: (PW)

a. Approving Amendment No. 2 to Contract No. 2024-82-CC with Mariposa Landscape Services, LLC. ("Agreement"), to secure additional landscape maintenance services necessary for the newly installed landscape improvements located within the Tweedy Mile District as well as to perform one-time landscape and irrigation improvements at six median locations along Firestone Boulevard, in an amount not to exceed $205,690; and

b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

Item 5 Report 06232026.pdf

6. Approve Amendment No. 1 for a One-Year Contract Extension to Contract No. 2023-78-CC with John Hunter and Associates

The City Council will consider: (PW)

a. Approving Amendment No. 1 to Contract No. 2023-78-CC with John L. Hunter and Associates, Inc. ("Agreement") for management the City's CalRecycle Used Oil Recycling and Beverage Container Recycle Grant Programs, extending the term for one additional year (July 1, 2026, through June 30, 2027) for an additional compensation amount not to exceed $38,200; and

b. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2023-78-CC in a form acceptable to the City Attorney.

Documents:

Item 6 Report 06232026.pdf

7. Approve Addendum No. 3 and Addendum No. 4 to Resolution No. 2021-61-CC Regarding Transfer Agreement No. 2021RPLLAR05 with the LA County Flood Control District for the Safe, Clean Water Program Funds, Regional Program (Measure W)

The City Council will consider: (PW)

a. Approving Addendum No. 3 to Resolution 2021-61-CC approving Addendum No. 3 and Addendum No. 4 to Transfer Agreement No. 2021RPLLAR05 with the Los Angeles County Flood Control District ("Transfer Agreement") to secure $692,000 in Measure W Regional Program Funding for the Urban Orchard Project;

b. Appropriating $692,000 in Measure W Regional Program Funding for the Urban Orchard Project;

c. Authorizing the Mayor to sign Addendum No. 3 to Resolution 2021-61-CC in a form approved by the City Attorney;

d. Authorizing the Mayor to sign Addendum No. 3 and Addendum No. 4 to Transfer Agreement No. 2021RPLLAR05 in a form approved by the City Attorney; and

e. Authorizing the Assistant City Manager/Director of Public to execute and submit all other documents pertaining to Addendum No. 3.

Documents:

Item 7 Report 06232026.pdf

8. Approve Contract for Excess Worker's Comp Insurance

The City Council will consider: (HR)

a. Approve an excess workers' compensation insurance policy with Safety National, through Alliant for a one-year term of July 1, 2026, through July 1, 2027, with a premium in the amount of $155,997.00.

b. Authorize payment, in the amount of $155,997.00, to Alliant for the policy issued by Safety National.

c. Authorize the Mayor to execute the "Request to Bind Coverage" in a form acceptable to the City Attorney.

Documents:

Item 8 Report 06232026.pdf

Recommendations and Requests

9. Warrant Register for June 23, 2026

The City Council will consider: (ADMIN SVCS)

a. Approving the Warrant Register for June 23, 2026.

Total of Checks:	$2,181,601.63
Less: Voids	(0.00)
Less: Employee Payroll Deductions	(442,005.74)
Grand Total:	$1,739,595.89

Cancellations: None

Documents:

Item 9 Report 06232026.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on June 18, 2026, at 2:45 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

The City Council adopted new rules relating to the conduct of the public meetings, proceedings, and business in the City of South Gate on July 12, 2022, (Resolution 2022-38-CC) and go into effect on August 1, 2022. Resolution #2022-38-CC is available at the City Clerk's Office.

MEETING SCHEDULE

Regular meetings of the City Council are held on the second and fourth Tuesday of each month, closed session meetings will commence at 5:30 p.m. unless posted otherwise on its agenda. The regular City Council meetings will commence at 6:30 p.m. Agendas are available at the following locations: City Clerk Office, Public Notice Boards at City Hall, and on the City's web page at https://www.cityofsouthgate.org

The Public can sign up to receive automatic notices of postings of agendas for the City Council or any other Commission or Board of the City of South Gate. Visit the City webpage and click on the Agenda & Minutes icon. That will take you the page where an individual can enter their email in the "Email Updates" box to register.

PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers.

Speakers are limited to three (3) minutes on any item listed on the agenda, including public hearings. Under Comments from the Audience portion, speakers are also limited to a single three (3) minutes time limit. Comments from the Audience is initially limited to 45 minutes at each meeting. Any speaker still wishing to speak, that did not speak, will have an addition Comments from the Audience opportunity after the last business item is finished. The Presiding Officer may extend the time limit as long as there is no objection from the City Council as a body.

To ensure that the public is able to participate, the City provides the opportunity to submit their comments in person, email, mail. Methods of participation may be subject to change during other such times when a State of Emergency, Health Order or State Executive Order limits in-person participation.

CURFEW

In absence of a motion duly adopted by majority vote of the City Council, the Presiding Officer may adjourn the City Council meetings at 10:30 p.m. The Presiding Officer may ask the City Council if any agenda items listed should be continued or dealt with during the meeting. For those items to be continued, the City Council can direct the item be placed on the next City Council agenda or the current meeting may be adjourned to a time certain at which time the meeting shall be reconvened as an Adjourned Regular Meeting of the City Council and action upon the published agenda continued.

STAFF REPORTS

As a general rule, staff reports. or other written documentation are prepared/organized with respect to each item of business listed on the agenda. Meeting agendas and staff reports are available at least 72-hours prior to the scheduled regular City Council meeting and a minimum of 24-hours prior to a Special City Council meeting. There are times when the City Council receives written material. revised material after the posting of agendas, these materials are become a public record and will be available for public view within 72-hours after the meeting in which they were received. Those materials and any other public document can be inspected in the City Clerk's Office located at 8650 California Avenue, South Gate.

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

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. For further information, please contact the Office of the City Clerk at (323) 563-9510 or via email at yglaze@sogate.org.

Office of the
South Gate City Clerk

JUN 17 2026

FILED

4:24pm

Item No. 1

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **June 23, 2026**
Originating Department: **Public Works**

Department Director: Arturo Cervantes
Arturo Cervantes

City Manager: Rob Houston
Rob Houston

SUBJECT: RESOLUTION ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN NECESSARY TO COMPLY WITH THE URBAN WATER MANAGEMENT PLANNING ACT (CALIFORNIA WATER CODE DIVISION 6, PART 2.6, SECTIONS 10610 THROUGH 10657) AS MANDATED IN CALIFORNIA

PURPOSE: State law requires the City to update and submit its Urban Water Management Plan every five years to demonstrate that it has adequate water supplies to meet future community needs. The law also requires the City to adopt a Water Shortage Contingency Plan that outlines how water supplies would be managed during droughts or other water shortage emergencies. Adoption of the proposed Resolution by July 1, 2026, is required to comply with these state requirements.

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

a. Receiving and filing a presentation of the City's 2025 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP); and
b. Adopting a Resolution adopting the 2025 Urban Water Management Plan and Water Shortage Contingency Plan to comply with the Urban Water Management Planning Act (California Water Code Division 6, Part 2.6, Sections 10610 through 10657) as mandated by the State of California.

FISCAL IMPACT: There is no impact on the General Fund. The total cost of preparing the UWMP and WSCP was $28,500, which was funded with Water Funds in Account No. 411-731-71-6101.

NOTICING REQUIREMENTS: The Notice of Public Hearing for the City's 2025 UWMP and WSCP was published in the *Los Angeles Wave* newspaper on May 14, 2026, and May 21, 2026, and was posted on the City's website. Additionally, the 60-day Notice of Public Hearing was mailed directly to Los Angeles County Department of Public Works, Golden State Water Company, and the Cities of Downey, Huntington Park, and Lynwood to meet the requirements of the State's Water Code. No comments were received.

ANALYSIS: State law requires urban water suppliers that provide more than 3,000 acre-feet of water annually or maintain more than 3,000 service connections to prepare and update an UWMP every five years. The City is required to comply with these requirements because it serves approximately 14,400 water service connections and delivers approximately 8,000 acre-feet of water annually. The UWMP

serves as the City's long-range water supply planning document and demonstrates that sufficient water supplies are available to meet current and future community needs.
State law also requires the City to prepare and adopt a Water Shortage Contingency Plan (WSCP), which outlines how water supplies would be managed during droughts and other water shortage emergencies.

The City's current UWMP WSCP was adopted in 2021. The updated 2025 UWMP and WSCP must be adopted and submitted to the California Department of Water Resources by July 1, 2026. Failure to comply with these requirements could affect the City's eligibility for certain State and Federal water-related grants, loans, and drought assistance programs.

The City has completed both documents and is seeking City Council adoption to satisfy State requirements. The 2025 UWMP concludes that the City has sufficient water supplies and groundwater pumping allocations to meet projected water demands throughout the 25-year planning horizon, while the WSCP provides a framework for responding to future droughts and water shortage emergencies.

BACKGROUND: The 2025 UWMP is a long-term resource planning tool that assesses existing and future potable water resources and water demands. It identifies measures for managing water demand, including conservation programs, implementation strategies, public outreach, education efforts, and water savings analyses.

The 2025 UWMP requires urban water suppliers to report projected water use in five-year increments over a 25-year planning horizon in accordance with Water Code Section 10635(a). The Plan evaluates past, present, and projected conditions regarding population, demographics, climate trends, water production, water consumption, and conservation measures.

The 2025 UWMP includes a Water Shortage Contingency Plan (WSCP), which outlines the actions the City may implement during water shortage emergencies and drought conditions. The WSCP establishes response actions and corresponding conservation measures for six standard water shortage levels pursuant to State Water Code requirements.

Key findings of the 2025 UWMP include the following:

- The City's water system continues to be supported primarily by groundwater from the Central Basin, which remains capable of meeting projected potable water demands over the planning horizon. The City maintains emergency interconnections with neighboring agencies and Metropolitan Water District (MWD) connections to supplement supply if necessary.
- The City maintains sufficient water rights and pumping allocations to meet projected customer demands. The annual Allowed Pumping Allocation (APA) continues to exceed projected annual demand.
- The City has continued implementing water conservation requirements consistent with State mandates, including Senate Bill x7-7 and newer water use efficiency regulations established by the State.
- The City's water conservation efforts include permanent water waste prohibitions, full metering, conservation-based pricing structures, public outreach, distribution system loss monitoring, and ongoing meter replacement and infrastructure improvement programs.

- The City continues to participate in regional conservation partnerships and rebate programs offered through the Central Basin Municipal Water District (CBMWD) and the Metropolitan Water District of Southern California (MWD), including programs supporting turf replacement, high-efficiency fixtures, and commercial water use improvements.
- The WSCP establishes response actions for progressive shortage levels and provides flexibility for the City Council to adopt additional conservation regulations in response to future State Water Resources Control Board emergency regulations or regional drought conditions.
- The UWMP demonstrates that the City is projected to maintain adequate water supplies to meet customer demands under normal operating conditions throughout the 25-year planning period.

ATTACHMENTS:
A. Proposed Resolution adopting the 2025 UWMP and the 2025 WSCP and Exhibit A "2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan"
B. Notice of Public Hearing
C. Public Hearing Notification to Water Agencies as required by the State's Water Code

CC/AA:ky

RESOLUTION NO. ____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN AND THE 2025 WATER SHORTAGE CONTINGENCY PLAN TO COMPLY WITH THE URBAN WATER MANAGEMENT PLANNING ACT (CALIFORNIA WATER CODE DIVISION 6, PART 2.6, SECTIONS 10610 THROUGH 10657) AS MANDATED IN CALIFORNIA

WHEREAS, the Urban Water Management Planning Act ("Act") (California Water Code Division 6, Part 2.6, Sections 10610 through 10657) requires urban water suppliers that serve either more than 3,000 acre-feet of water annually or have more than 3,000 service connections to prepare an Urban Water Management Plan ("UWMP") every five years;

WHEREAS, Section 10632 of the California Water Code requires that every urban water supplier shall prepare and adopt a Water Shortage Contingency Plan ("WSCP") as part of its UWMP;

WHEREAS, pursuant to recent amendments to the Act, urban water suppliers are required to update and electronically submit their 2025 UWMP and 2025 WSCP to the California Department of Water Resources (DWR) by July 1, 2026;

WHEREAS, the City of South Gate ("City"), a municipal utility, is an urban water supplier providing water to over 14,400 customers and serving an annual average of approximately 8,000 acre-feet of water, is required to prepare, adopt and file a UWMP and a WSCP with the State of California Department of Water Resources;

WHEREAS, in 2026, the City prepared its 2025 UWMP and 2025 WSCP to assess existing and future water demands and water sources, over a 25-year horizon, to ensure there are adequate water supplies for the City's water district through the year 2050;

WHEREAS, based on the analysis prepared in the 2025 UWMP and 2025 WSCP, sufficient water resources are forecasted to be available to meet water demands in the City's water district over the next 25 years, thus, a water shortage is not projected at this time;

WHEREAS, consistent with Section 6066 of the Government Code, the 2025 UWMP and 2025 WSCP were made available for public review, for which a notice of the Public Hearing was published in the *Los Angeles Wave* newspaper; posted on the City's Website; and mailed directly to the Los Angeles County Department of Public Works; Golden State Water Company; and the Cities of Downey, Huntington Park, and Lynwood; and

WHEREAS, the City Council conducted a duly noticed Public Hearing to receive input on the 2025

Urban Water Management Plan and 2025 Water Shortage Contingency Plan on June 23, 2026.

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

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

SECTION 2. The City Council does hereby adopt the City's 2025 UWMP and 2025 WSCP, attached here to as Exhibit "A", which was prepared by the City in accordance with Section 10642 of the California Water Code and in accordance with all other application provisions of the Urban Water Management Planning Act.

SECTION 3. The City Clerk is hereby directed to make a copy of the 2025 UWMP and 2025 WSCP available for public review at the City Clerk's office no later than 30 days after submittal to the California Department of Water Resources and the California State Library in accordance with Section 10645 of the California Water Code.

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

PASSED, APPROVED and **ADOPTED** this **23rd** day of **June 2026.**

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

ATTESTED:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT

By: _____
Raul F. Salinas, City Attorney

SOUTH GATE PRESS

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This space for filing stamp only

Office of the
South Gate City Clerk

MAY 26 2026

FILED

Yodit Glaze, City Clerk
CITY OF SOUTH GATE /CITY CLERK
8650 CALIFORNIA AVE
SOUTH GATE, CA - 90280

WWA#: 4042637

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
2025 Urban Water Management Plan

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

05/14/2026, 05/21/2026

Executed on: 05/21/2026
At Los Angeles, California

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

Signature

A000000740698 4
Email

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING
2025 URBAN WATER MANAGEMENT PLAN

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of receiving comments on the City's 2025 Urban Water Management Plan (UWMP), including the Water Shortage Contingency Plan (WSCP), as required by the State Department of Water Resources (DWR). A copy of the UWMP can be reviewed in the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

DATE: June 23, 2026
TIME: 6:30 p.m.
LOCATION:
COUNCIL CHAMBERS
SOUTH GATE CITY HALL
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

The City of South Gate will hold this hearing for the purpose of adopting its 2025 Urban Water Management Plan and its Water Shortage Contingency Plan. The City of South Gate's 2025 Urban Water Management Plan incorporates the City of South Gate's Water Shortage Contingency Plan.

The 2025 Urban Water Management Plan and Water Shortage Contingency Plan were prepared pursuant to the "Urban Water Management Planning Act" and the California Water Code. The California Department of Water Resources requires every urban water supplier to prepare and adopt an Urban Water Management Plan, including the Water Shortage Contingency Plan, and periodically update the Urban Water Management Plan at least once every five years, in years ending in six and one.

The city will provide an opportunity for the public to provide input and make comments on the content of the 2025 Urban Water Management Plan and Water Shortage Contingency Plan before adoption by the City Council. An electronic version of the Draft 2025 Urban Water Management Plan will be accessible at http://www.sogate.org.

Public input is encouraged, appreciated, and will be considered during finalization of the 2025 Urban Water Management Plan and Water Shortage Contingency Plan. In addition to the public hearing, the City will accept written comments on the Plan. If you have any questions or would like more information about the Plan, please contact Chris Castillo, Water Division Manager, at (323) 563-5779 or ccastillo@sogate.org.

NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated May 14, 2026, and May 21, 2026.

/s/Yodit Glaze, City Clerk
5/14, 5/21/26
WWA-4042637#
SOUTH GATE PRESS

Office of the
South Gate City Clerk
MAY 11 2026
FILED

CITY OF SOUTH GATE

NOTICE OF PUBLIC HEARING
2025 URBAN WATER MANAGEMENT PLAN

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DATE:	June 23, 2026
TIME:	6:30 p.m.
LOCATION:	COUNCIL CHAMBERS SOUTH GATE CITY HALL 8650 CALIFORNIA AVENUE SOUTH GATE, CA 90280

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NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated May 14, 2026 and May 21, 2026.

Yodit Glaze, City Clerk

Publication Dates: May 14, 2026 and May 21, 2026

Account Number: 411-731-71-6101

Public Works Department
Field Operations - Water Division
4244 Santa Ana Street, South Gate, CA 90280-3004
P: (323) 563-5790 F: (323) 582-3106
www.cityofsouthgate.org

May 19, 2026

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

SUBJECT: Notice of Public Hearing for 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Dear Sir or Madam:

The City of South Gate will hold a PUBLIC HEARING on June 23, 2026, for the purpose of adopting its 2025 Urban Water Management Plan. The City of South Gate's 2025 Urban Water Management Plan incorporates the Water Shortage Contingency Plan.

The 2025 Urban Water Management Plan and Water Shortage Contingency Plan were prepared pursuant to the "Urban Water Management Planning Act" and the California Water Code. The California Department of Water Resources requires every urban water supplier to prepare and adopt an Urban Water Management Plan, including the Water Shortage Contingency Plan, and periodically update the Urban Water Management Plan at least once every five years.

Information regarding the City of South Gate's PUBLIC HEARING is as follows:

Date: June 23, 2026
Time: 6:00 p.m.
Place: City Council Chambers, 8650 California Avenue, South Gate, CA 90280

The City of South Gate invites all interested entities to attend and present their comments. A copy of the draft 2025 Urban Water Management Plan and Water Shortage Contingency Plan will be available at the City of South Gate's website. Please provide written comments by 4:00 PM on June 15, 2026, to the City of South Gate.

Sincerely,

Chris Castillo
Water Division Manager

Public Works Department
Field Operations - Water Division
4244 Santa Ana Street, South Gate, CA 90280-3004
P: (323) 563-5790 F: (323) 582-3106
www.cityofsouthgate.org

May 19, 2026

David Schickling, P.E.
General Manager Central District
Golden State Water Company
11469 Rosecrans Avenue
Norwalk, CA 90650

SUBJECT: Notice of Public Hearing for 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Dear Mr. Schickling:

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P: (323) 563-5790 F: (323) 582-3106
www.cityofsouthgate.org

May 19, 2026

City of Downey
11111 Brookshire Avenue
Downey, CA 90241

SUBJECT: Notice of Public Hearing for 2025 Urban Water Management Plan and Water Shortage Contingency Plan

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Chris Castillo
Water Division Manager

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Public Works Department
Field Operations - Water Division
4244 Santa Ana Street, South Gate, CA 90280-3004
P: (323) 563-5790 F: (323) 582-3106
www.cityofsouthgate.org

May 19, 2026

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262

SUBJECT: Notice of Public Hearing for 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Dear Sir or Madam:

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Chris Castillo
Water Division Manager

Public Works Department
Field Operations - Water Division
4244 Santa Ana Street, South Gate, CA 90280-3004
P: (323) 563-5790 F: (323) 582-3106
www.cityofsouthgate.org

May 19, 2026

Department of Regional Planning
County of Los Angeles
320 West Temple, 13th Floor
Los Angeles, CA 90012

SUBJECT: Notice of Public Hearing for 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Dear Sir or Madam:

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Sincerely,

Chris Castillo
Water Division Manager

Office of the
South Gate City Clerk

JUN 17 2026

FILED

5:54pm

Item No. 2

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **June 23, 2026**
Originating Department: **City Manager's Office**

Department Head: Rob Houston *Rob Houston* ***City Manager:*** Rob Houston *Rob Houston*

SUBJECT: CONSIDERATION OF A RESOLUTION ESTABLISHING A CONDITIONAL, ONE-TIME WATER BILL DISCOUNT PROGRAM, AND IMPACTS ON THE WATER FUND AND CAPITAL IMPROVEMENT PROGRAM

PURPOSE: To present the City Council with information on a potential conditional, one-time water bill discount program that would take effect only if the proposed Utility Users Tax (UUT) measure is approved by voters, to seek Council direction on program parameters, and to present a draft Resolution for the Council's consideration and possible adoption. The report explains the resulting effects on the Water Fund, the Capital Improvement Program (CIP), and the General Fund. It is informational and takes no position on the UUT measure itself.

RECOMMENDED ACTIONS: The City Council will consider:

a. Review and discuss the information presented regarding a potential conditional, one-time water bill discount program that would take effect only if the proposed Utility Users Tax (UUT) measure is approved by voters in the upcoming Municipal Election to be held November 3, 2026;
b. Provide direction on the final program parameters to be incorporated into the resolution, including:
    1. The discount percentage and total one-year program amount, such as a 10% discount resulting in approximately $2.2 million in water revenue not collected;
    2. Whether comparable relief should be provided to customers served by non-City water providers, including Golden State Water customers, and whether General Fund resources should be used for that purpose; and
c. Adopt a Resolution establishing a conditional, one-time water bill discount program, effective only upon voter approval of the UUT measure, incorporating City Council direction provided during this meeting, and authorizing the City Manager to take all actions necessary to implement the program, subject to final approval as to form by the City Attorney.

SUMMARY: This report describes an option for a temporary, one-time discount on water bills. The discount would be paid for by delaying the timing of certain planned water infrastructure projects, not by spending "extra" or surplus money. It will take effect only if voters approve the

Utility Users Tax (UUT) measure. No funded projects already under construction or design would be affected.

The City Council is considering whether to adopt, in advance, a resolution describing a conditional, one-time water bill discount (for example, 10% to 20% over about one year). The discount would take effect only in the event the UUT measure is approved by voters. It is presented as a conditional budget policy option that would be implemented only if the City's overall fiscal plan changes following voter approval of the measure. This report is informational; it does not urge support for or opposition to the measure.

The water utility does not have a pool of spare cash. Water rate revenue (about $22 million per year) is roughly equal to the cost of operating the system and paying debt, so current rates add little or nothing to reserves each year. The water fund shows an accumulated balance of about $57 million, but this is a one-time amount that built up over the years to fund Water infrastructure improvements, not a recurring surplus. Of that balance, about $10 million is set aside as operating and emergency reserves under the City's adopted Budget & Financial Policies, leaving about $47 million of one-time capacity for capital work.

That $47 million is already planned for identified capital needs. Identified water capital needs total about $164.75 million across three phases: $28.3 million in funded projects now in construction or design (Phase I), $56.45 million in projects planned over the next five years (Phase II), and $80 million in currently unfunded project needs (Phase III). Needs far exceed available resources, so there is no uncommitted surplus to draw from.

City Council direction is requested on whether to proceed and, if so, on the discount level, program size, and treatment of non-City water customers.

FISCAL IMPACT: For the Water Fund, water revenue not billed would be approximately $2.2 million to $4.4 million over the one-year program, depending on the discount level chosen (10% to 20%). This results in a corresponding reduction in funding available to keep Phase II projects on schedule, requiring the reprioritization or deferral of one or more Phase II projects. There is no impact on funded Phase I projects. In addition, delaying Phase II projects would increase future project costs due to inflation and rising construction, labor, and material costs.

For the General Fund (only if comparable relief is extended to non-City customers), the illustrative reimbursement to Golden State Water and any other non-City providers would be approximately $300,000 to $600,000, depending on the credit level and final program design. Any such reimbursement would not be automatic; it would require a separate, legally approved mechanism, as described under Analysis below.

All figures are preliminary planning estimates. Exact amounts depend on the discount level, the billed-revenue base, the number of affected customers, and the final program design, and will be refined before any program is implemented.

BACKGROUND:

Water Rates and Revenue

The City operates its water system as an enterprise fund. An enterprise fund is a self-supporting account funded by the rates customers pay, kept separate from the City's General Fund. Water rates are set to cover the cost of operating and maintaining the system, paying debt service on past infrastructure borrowing, funding capital projects, and maintaining reserves.

Annual water rate revenue is approximately equal to annual operating costs plus debt service, totaling about $22 million per year. Because revenue and costs are closely matched, current rates add little or no new money to reserves in a typical year.

The City's most recent water rate study was completed in June 2011, and the last rate adjustment took effect in Fiscal Year 2015-16.

Outstanding Water Bonds and Rate Covenant

The Water Fund has two outstanding revenue bond series: the 2019 Series A Water Revenue Refunding Bonds (tax-exempt) and the 2019 Series A-T Water Revenue Refunding Bonds (taxable). These bonds, with combined outstanding principal of approximately $21.1 million, refunded the City's 2012 Water Revenue Bonds and are secured by net water system revenues. Combined annual debt service is approximately $2.5 million per year and is essentially level through final maturity in Fiscal Year 2035-36.

The bonds include a rate covenant requiring that net water system revenues equal at least 1.15 times annual debt service, or approximately $2.9 million per year. Because the proposed program does not change water rates, the underlying rate structure continues to produce the same revenue per unit of water delivered. The Water Fund also earns investment income on its accumulated balance, and projected net revenues exceed the 1.15x threshold under each discount scenario presented in this report.

Water Fund Balance and Reserves

The water fund holds an accumulated balance of approximately $57 million. This balance built up over time and is one-time monies programmed for infrastructure improvements; it is not an ongoing annual surplus. As shown below, about $10 million is maintained as operating and emergency reserves under the City's adopted Budget & Financial Policies, leaving about $47 million of one-time capacity available for capital projects.

Water Fund Balance Component	Approximate Amount
Total accumulated water fund balance (one-time, not recurring)	$57,000,000
Less: operating and emergency reserves to be maintained	($10,000,000)
Balance available for capital projects (one-time capacity)	**$47,000,000**

Figures are working estimates.

The key point for policy is that this $47 million is finite and is not being replenished by current rates. Once it is spent or not collected, it is gone unless future rate adjustments or other funding sources are adopted.

Capital Improvement Needs

The City's Capital Improvement Program (CIP) is the City's multi-year plan and budget for building, replacing, and upgrading infrastructure. The CIP identifies a large and growing list of water system needs. Major categories include:

- PFAS treatment facilities. PFAS [per- and polyfluoroalkyl substances, a group of regulated "forever chemicals"] must be removed from drinking water to meet state and federal standards. The City has a $13 million treatment system in design (Phase I) and an additional $9 million system planned (Phase II).
- Water main and pipeline replacements, including a $6 million Phase III pipeline project in design and $25 million of further replacements planned over five years.
- Well rehabilitation and replacement, including the $7 million Well 30 projects.
- Meter modernization (AMR/AMI) [Automated Meter Reading / Advanced Metering Infrastructure, which allows meters to be read remotely], including a $1.8 million current phase and $8 million of future work.
- Reservoir, valve, and other system reliability improvements.

These projects are identified in the City's Water Master Plan and multi-year CIP. The detailed, phased project list provided by Public Works is shown in the Capital Projects table under Analysis, below.

ANALYSIS:

Water Fund Financial Context

Three facts frame the analysis. First, water rate revenue (about $22 million per year) is roughly equal to annual operating and debt service costs, so rates do not materially build reserves each year. Second, the existing $57 million balance is accumulated, one-time capacity to fund infrastructure improvements, not a recurring surplus. Third, after setting aside about $10 million in reserves, roughly $47 million remains for capital work, which is already planned for identified projects. In short, the water fund balance is not a sign of spare money. It is the funding source the City is counting on to deliver high-priority, often regulatory-driven capital projects for Water infrastructure.

Capital Projects and Use of the Fund Balance

Public Works have organized water capital needs into three phases. The full list is shown on the table below.

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Project	Estimated Cost
Phase I — Implementation Phase (currently underway / fully funded)	
Projects in construction	
AMR/AMI meter replacement, Phase V	$1,800,000
Concrete repairs	$400,000
Bypass line to Park Reservoir	$300,000
Subtotal — construction	**$2,500,000**
Projects in design	
Water Main Pipeline replacement, Phase III	$6,000,000
West Side Reservoir Rehabilitation	$2,500,000
Demolition of Salt Lake water tank	$2,000,000
PFAS treatment system	$13,000,000
CB 11 MWD intertie valve upgrade	$300,000
Firestone Bridge pipeline replacement	$2,000,000
Subtotal — design	**$25,800,000**
Phase I total	**$28,300,000**
Phase II — Planned in the Next Five Years (5-Year CIP; timing affected by funding reductions)	
Water main pipeline replacement	$25,000,000
AMR projects	$8,000,000
Water valve replacement	$2,000,000
PFAS treatment system	$9,000,000
Well 30	$7,000,000
Interconnection with Walnut Mutual Water	$150,000
CB 7 MWD intertie valve upgrade	$300,000
Miscellaneous system improvements	$5,000,000
Phase II total	**$56,450,000**
Phase III — Unfunded Improvements (require new revenue, including a future rate adjustment)	
Water main pipeline replacement	$75,000,000
Water valve replacement	$5,000,000
Phase III total	**$80,000,000**
Grand total — currently identified water capital needs	**$164,750,000**

How the phases relate to funding

- Phase I ($28.3 million) is fully funded and either in construction or in design. Public Works has confirmed that the proposed discount would not affect these projects.
- Phase II ($56.45 million) is anticipated to be funded over the five-year planning period from the remaining balance plus ongoing rate revenue. Any reduction in planned funding would affect the timing of these projects, potentially causing delays.
- Phase III ($80 million) is currently unfunded and will require new revenue, including a future water rate adjustment.

Identified needs ($164.75 million in total, or $84.75 million for Phases I and II alone) far exceed the roughly $47 million available one-time capacity. The balance is therefore fully allocated to real, identified needs. Any dollars effectively redirected to a discount program must come from delaying Phase II work. The in-progress, funded Phase I projects are protected.

How the Conditional, One-Time Discount Would Work

The concept is a one-time discount applied to water bills for City water customers over a defined period (for example, about one year), taking effect only in the event the UUT measure is approved by voters. The City Council could adopt a resolution in advance that describes the discount and expressly conditions it on the measure's passing.

It is important to accurately describe the discount. Water rates themselves would not change. Instead, the City would apply temporary credits to bills, reducing the revenue the City actually collects during the program period. This is best understood as revenue not billed, not as the City writing checks from a pile of surplus cash.

Because less revenue is billed and subsequently collected, less money flows into the water fund that year. The effect is a deferral of capital funding: with less cash available, some planned capital work must be delayed, phased differently, or resized. Given that Phase I is funded and protected, the practical effect of a discount falls on the timing of Phase II projects.

Why a multi-year discount is not recommended

A one-time discount uses one-time capacity. Repeating the discount over multiple years would compound the impact on the water fund and the CIP, delay more projects, and threaten system reliability and regulatory compliance. Delaying capital projects is further not advisable because project costs generally increase over time due to inflation, resulting in higher future expenditures for the same improvements. It would also likely require larger future rate increases once the program ended. For these reasons, staff would not recommend a multi-year structure.

Discount Scenarios and Equity for Non-City Customers

Not all residents inside city limits are City water customers. About 1,200 are served by Golden State Water, and a small number are served by other non-City providers. These customers would not receive a City water bill discount automatically.

To treat residents equitably, the City Council could consider reimbursing non-City providers so they can pass through an equivalent one-time credit, or reimburse customers directly. Those reimbursements would come from the General Fund, not the Water Fund, because the City does not bill or collect revenue from those customers and Water Fund resources may be used only for

City water utility purposes and City water customers. Any comparable relief for non-City customers would not be automatic. It would require a separate agreement or other legally approved mechanism, verification of eligible accounts, administrative controls, and a documented public-purpose finding, so that funds are used only for eligible accounts and for the intended one-time credit. Because a General Fund payment to a private utility or its customers raises public-purpose and gift-of-public-funds considerations under the California Constitution, the City Attorney should review and approve the structure before any such relief is offered. The table below shows illustrative scenarios combining both impacts. Additionally, discount programs, such as this, will require staff time and resources to administer.

One-time discount level (one year)	City water customers — water revenue not collected (Water Fund)	Non-City Customers Reimbursement (General Fund)	Approx. combined
10%	~$2.2 million	$300,000–$400,000	~$2.6 million
15%	~$3.3 million	~$450,000–$500,000 (est.)	~$3.8 million
20%	~$4.4 million	~$600,000	~$5.0 million

All figures are illustrative planning estimates. Water Fund amounts are derived from an approximate $22 million annual billed-revenue base; the 15% reimbursement estimate is interpolated between the 10% and 20% figures. Final amounts depend on the actual billed-revenue base and program design.

Two separate budgets are affected. The discount for City water customers affects water fund capacity and the timing of the Phase II project. Any reimbursement for non-City customers creates a new General Fund cost that competes with other City priorities. The Council should weigh both.

Long-Term Funding Outlook and Future Rate Adjustment

Apart from the discount, the water fund faces a structural funding gap. Annual rate revenue of about $22 million roughly matches operating and debt service costs, so current rates do not rebuild reserves. The $47 million one-time capacity is finite and is being drawn down by the funded and planned capital program, and the $80 million of Phase III needs is entirely unfunded. For these reasons, the City will likely need a water rate adjustment within approximately the next two to three years to keep the fund healthy and stable.

This need exists independently of the proposed discount and of the UUT measure; it is driven by capital needs and by rates that do not replenish reserves. If a discount is adopted, it would reduce one year of collected revenue and could affect the timing of a future rate adjustment, but it is not the cause of the underlying need.

The amount and timing of any rate adjustment would be determined by an updated cost-of-service rate study and set through the Proposition 218 majority-protest process, which requires mailed notice to affected parcels, a public hearing, and separate Council action. No rate change is proposed or decided by this report. Staff intend to bring an updated rate study forward in advance of any proposed adjustment so the Council and the public can review the basis before any decision.

Policy Considerations and Risks

- **Sustainability.** One-time capacity is not suited to ongoing discounts; relief should be time limited.
- **Regulatory and infrastructure risk.** Delaying Phase II projects would push out important upgrades and drive-up future project costs due to inflation and escalating construction expenses. Phase I work, including the PFAS system in design, is protected, which limits near-term compliance and reliability risk.
- **Ratepayer expectations.** Once a discount is provided, returning to normal billing can create affordability and political challenges.
- **General Fund trade-offs.** Any General Fund support for non-City customers competes with other services and priorities.
- **Restricted enterprise fund.** Water rates are property-related fees tied to the cost of providing water service under Proposition 218, so Water Fund money may be used only for City water purposes and City water customers. A one-time credit returned to the same City ratepayers who paid those rates stays within these limits. Any relief for non-City customers, by contrast, must be funded from the General Fund through the separate, legally approved mechanism described above, not from the Water Fund.
- **Optics and "no surplus" message.** Because the discount is funded by deferring projects rather than by spending reserves, the City should be clear in all communications that no surplus water fund is being spent down. The trade-off is timing of infrastructure, not a giveaway of restricted funds.
- **Neutrality and legal framing.** The City Attorney has advised that the City may present neutral, factual information about conditional budget actions related to the UUT measure, and may adopt a conditional, provisional budgetary action in advance, provided the City does not use public resources to urge a yes or no vote. This approach falls on the informational side of the line that separates lawful public education from prohibited campaign advocacy. Any future resolution, staff report, public communication, or customer notice should be reviewed for neutrality and should describe fiscal consequences, program mechanics, and trade-offs without campaign language.

Implementation Controls

If the Council directs staff to develop a program, staff recommend that the implementing resolution include the following controls:

- **Eligibility.** Limited to active City water accounts during a defined billing period. The credit would not be applied to accounts more than 90 days past due as of each credit application date, except for accounts on a payment plan or in documented billing dispute. Eligibility would be determined separately for each credit applied during the program term.
- **Form of relief.** A temporary bill credit, with no cash refunds unless legally required.
- **Duration and sunset.** A single defined program term, with no carryforward beyond the term and a fixed sunset date.
- **Authority to terminate.** The Council reserves the authority to suspend or end the program, with no extension without separate Council action.
- **Audit trail.** Documentation of credits applied, accounts served, and total cost, suitable for audit.
- **Customer communication.** Neutral, factual notices that describe the credit and its basis without campaign language.

- **Non-City customer reimbursement (if applicable).** If the Council directs comparable relief for non-City water customers (Option 3), implementation would proceed through either (1) an agreement with the non-City provider under which the provider applies the credit to customer bills and invoices the City for reimbursement, or (2) a direct customer reimbursement process under which eligible residents submit a copy of their water bill, the City calculates the equivalent percentage credit on the billed water charges, and the City issues a reimbursement check. The choice of mechanism would depend on the participation of each non-City provider. Verification, audit trail, and customer communication controls would mirror those described above, adapted to the chosen mechanism.

Options for Council Consideration

- Option 1: **No Water Discount Program**
  - Pros: Preserves the full water fund balance and the current CIP schedule; no new General Fund cost.
  - Cons: Provides no direct water bill relief to residents.
- Option 2: **Conditional, One-Time Discount for City Water Customers Only**
  - Pros: Provides short-term relief to City water customers if the UUT is approved; the impact is limited, defined, and confined to Phase II timing.
  - Cons: Requires deferring or resizing Phase II projects; does not reach non-City water customers.
- Option 3: **Conditional, One-Time Discount with General Fund Support for Non-City Customers**
  - Pros: More equitable across all water customers within city limits.
  - Cons: Adds a General Fund cost on top of the water fund impact; competes with other General Fund priorities.
- Option 4: **Multi-Year Water Discount Program (Not Recommended)**
  - A multi-year discount would significantly erode the water fund's ability to deliver necessary capital projects, compound delays to Phase II and beyond, and likely require larger future rate increases when the program ends.

RESOLUTION NO. ____

CITY OF SOUTH GATE

LOS ANGELES COUNTY, CALIFORNIA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, ESTABLISHING A CONDITIONAL, ONE-TIME WATER BILL DISCOUNT PROGRAM, CONTINGENT UPON VOTER APPROVAL OF THE NOVEMBER 3, 2026 UTILITY USERS TAX MEASURE

WHEREAS, the City of South Gate ("City") owns and operates a municipal water system (the "Water Utility") as a self-supporting enterprise, with rates and charges adopted by the City Council pursuant to Article XIII D, Section 6 of the California Constitution ("Proposition 218");

WHEREAS, the City's current water rate structure was established by Resolution No. 7442, adopted August 9, 2011, following a Water Rate Study dated June 2011 and the Proposition 218 notice and hearing process; the last scheduled rate adjustment under Resolution No. 7442 took effect in Fiscal Year 2015-16, and water rates have not been adjusted since;

WHEREAS, the Water Utility holds an accumulated fund balance of approximately $57 million, much of which is one-time in nature and is programmed to fund identified Water Capital Improvement Program ("CIP") projects; annual water rate revenue of approximately $22 million is closely matched to annual operating costs plus debt service, and therefore current rates contribute little or nothing to reserves on an ongoing basis;

WHEREAS, on April 14, 2026, the City Council adopted Resolution No. [ ] directing staff to submit a Utility Users Tax ("UUT") measure to the voters at the November 3, 2026, General Municipal Election ("UUT Measure");

WHEREAS, on June 23, 2026, the City Council received and considered a staff report titled "Consideration of a Resolution Establishing a Conditional, One-Time Water Bill Discount Program, and Impacts on the Water Fund and Capital Improvement Program" (the "Staff Report"), describing a conditional, one-time water bill discount program (the "Program");

WHEREAS, the Program is presented as a conditional budget policy option that would take effect only if the UUT Measure is approved by voters, and only after City Council approval of program parameters as set forth in this Resolution; the Program is not contingent on any specific election outcome other than approval of the UUT Measure, and this Resolution does not advocate for or against the UUT Measure;

WHEREAS, the Program is funded through the deferral or reprioritization of Phase II Water CIP projects in an amount approximately equal to the Program's revenue impact, and is not funded from "surplus" water revenues or from any General Fund or other restricted-fund source;

WHEREAS, the Program does not change the water rates established by Resolution No. 7442; the rate structure continues in effect and continues to produce the same revenue per unit of water delivered, and the Program is therefore a temporary bill credit applied after rates are determined, not a rate adjustment subject to a new Proposition 218 process;

WHEREAS, the Program is structured as a uniform percentage-based, one-time temporary bill credit program available to active City water customers during the Program Term, and the credit is returned to the same ratepayers from whom water revenues are collected, consistent with the cost-of-service principles of Proposition 218;

WHEREAS, the eligibility criteria set forth in Section 8.A of this Resolution apply uniformly to all City water customer accounts and are based on neutral administrative criteria related to the operational status of each account at the time each credit is applied; the exclusion of seriously delinquent accounts (defined in Section 8.A as accounts more than ninety days past due, with exceptions for accounts on an active payment plan or in documented dispute) is intended to ensure that one-time bill credits provide direct cost relief to customers actively paying for water service rather than being applied to long-outstanding unpaid balances, and is not based on any customer characteristic unrelated to the operation of the water utility;

WHEREAS, the Water Utility's outstanding revenue bonds, consisting of the 2019 Series A Water Revenue Refunding Bonds (Tax-Exempt) and the 2019 Series A-T Water Revenue Refunding Bonds (Taxable), require annual debt service of approximately $2.5 million through Fiscal Year 2035-36, with a rate covenant requiring net water system revenues equal to at least 1.15 times annual debt service; because the Program does not change water rates and because the Water Fund earns investment income on its accumulated balance, projected net revenues continue to satisfy the rate covenant under the Program;

WHEREAS, the City's adopted Financial and Budgetary Policies, Section 5.8 (Water Fund Reserve), establish a target Working Capital and Catastrophic Reserve equal to 180 days (50%) of annual Water Fund operating expenses, approximately $10 million (currently estimated at $10.7 million under the adopted reserve policy); the Program is structured to preserve this reserve at the policy target;

WHEREAS, any reimbursement to non-City water providers to enable comparable relief for their customers, if directed by the City Council, shall be funded from the General Fund and not from the Water Fund, consistent with Article XIII D, Section 6 of the California Constitution and the City's prior treatment of water utility discounts requiring a non-Enterprise Fund subsidy;

WHEREAS, the City Council has determined that the adoption of this Resolution is not a "project" within the meaning of the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 et seq., and the CEQA Guidelines, California Code of Regulations, title 14, section 15000 et seq., because it is a government fiscal activity that does not involve any

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commitment to any specific project that may result in a direct or reasonably foreseeable physical change in the environment (CEQA Guidelines § 15378(b)(4)-(5)); and

WHEREAS, the City Council finds and determines that the Program serves a legitimate municipal and water utility purpose by providing temporary cost relief to City water ratepayers, by aligning the timing of capital investment with available financial capacity, and by maintaining the financial integrity of the Water Utility.

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

SECTION 1. Conditional Effectiveness. No bill credit shall be applied under the Program unless and until the upcoming Municipal Election to be held November 3, 2026, and the results approving the UUT Measure have been certified. If the UUT Measure does not receive the required approval, this Resolution shall have no force or effect with respect to implementation of the Program. The City Council expressly reserves the right to suspend, modify, or terminate the Program at any time prior to implementation, by separate resolution or motion, including following certification of the UUT Measure.

SECTION 2. Program Description. The Program shall consist of a one-time temporary credit applied to water bills issued to active City water customer accounts during the Program Term (defined below). The credit shall not constitute a change to the water rates established by Resolution No. 7442 or any successor rate resolution, and shall not modify the rate structure, billing tiers, or unit charges. The credit shall be administered as a reduction in the amount billed and collected from customers.

SECTION 3. Program Parameters. The Program parameters set forth in subsections A, B, and C below shall be established by the City Council by motion at the time of adoption of this Resolution. The values stated in the adopting motion shall be deemed incorporated into this Section 3, and the City Clerk is directed to memorialize those values in the certified copy of this Resolution maintained in the official records of the City.

A. Discount Level. *[____]% one-time credit applied to billed water charges, applied to each active City water customer account during the Program Term.*

B. Program Term. *Twelve (12) consecutive billing periods, commencing on [INSERT START DATE, e.g., the first full billing cycle following certification of the UUT Measure].*

C. Total Program Size. *Estimated total revenue not collected under the Program shall not exceed $[____] without further Council action. If projected credits would exceed the approved cap, the City Manager shall proportionally adjust the timing or amount of remaining credits, or return to the City Council for direction.*

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SECTION 4. Funding Source. The Program shall be funded through the deferral or reprioritization of Phase II Water Capital Improvement Program projects in an amount approximately equal to the Program's revenue impact. No Phase I capital projects currently funded and underway shall be deferred to accommodate the Program. No General Fund or other non-Water Fund resources shall be used to fund the Water Fund portion of the Program. The City Manager, in consultation with the Director of Public Works and Director of Administrative Services shall identify the specific Phase II projects to be deferred or reprioritized.

SECTION 5. Comparable Relief for Customers of Non-City Water Providers. [OPTION A — If Council directs comparable relief:] The City Manager is authorized, subject to City Attorney approval as to form, to implement comparable one-time relief for eligible customers served by Golden State Water Company and any other non-City water provider serving residents within the City, either through agreements with such providers or through a direct customer reimbursement process. Any such relief shall be funded exclusively from the General Fund and shall not exceed the Total Program Size (Section 3.C.) without further City Council action. Implementation shall include verification of eligible accounts, administrative controls, an audit trail, and a documented public-purpose finding. [OPTION B — If Council does not direct comparable relief:] This Resolution does not authorize or fund any relief for customers served by non-City water providers; any such program shall be addressed by separate City Council action. [SELECT OPTION A OR OPTION B AT ADOPTION.]

SECTION 6. Bond Covenant Compliance. The Program shall not impair the City's compliance with the rate covenant set forth in the 2019 Series A and 2019 Series A-T Water Revenue Refunding Bonds, which requires net water system revenues equal to at least 1.15 times annual debt service. The Director of Administrative Services / Chief Financial Officer shall confirm projected covenant compliance prior to application of the first bill credit under the Program and shall report any concern regarding covenant compliance to the City Council prior to implementation.

SECTION 7. Reserves. The Water Fund shall maintain the Working Capital and Catastrophic Reserve required by Section 5.8 of the City's adopted Financial and Budgetary Policies, equal to a target of 180 days (50%) of annual Water Fund operating expenses (approximately $10 million, currently estimated at $10.7 million under the adopted reserve policy). The Program shall not reduce the Water Fund reserve below the policy target. If projections at any time during the Program Term indicate that implementation of the remaining credits would reduce the reserve below the target, the City Manager shall suspend further credits and report to the City Council for direction.

SECTION 8. Implementation Controls. Implementation of the Program shall include the following controls:

A. Eligibility. Active City water customer accounts during the Program Term. The credit shall not be applied to accounts that are more than ninety (90) days past due as of the date of credit application, except that accounts on an active payment plan with the City or in documented dispute shall remain eligible. Eligibility is determined separately for each credit applied during the Program Term.

B. Form of Relief. Temporary bill credit applied to billed water charges. No cash refunds shall be issued unless required by law, except as authorized under 8.G.

C. Duration and Sunset. Single Program Term as set forth in Section 3.B. Credits shall not carry forward beyond the Program Term, and the Program shall automatically be sunset at the end of the Program Term without further Council action.

D. Termination Authority. The City Council expressly reserves the authority to suspend or terminate the Program at any time, with or without cause, by resolution or motion. The City Manager is authorized to suspend further credits pending City Council action if material risks to Water Fund integrity, bond covenant compliance, or reserve levels emerge.

E. Audit Trail. Finance staff shall maintain documentation of credits applied, accounts served, total cost, and reconciliation to budget, suitable for audit by the City's independent auditor and consistent with the City's record retention policies.

F. Customer Communication. All customer communications regarding the Program shall be neutral and factual, shall describe the credit and its basis, and shall not contain campaign language. Communications shall be reviewed by the City Attorney for neutrality prior to distribution.

G. Non-City Customer Reimbursement. If the City Council selects Option A under Section 5 and extends comparable relief to customers served by non-City water providers, implementation shall proceed through one of the following mechanisms, as determined by the City Manager based on the participation of each non-City provider: (i) an agreement with the non-City provider under which the provider applies the credit to customer bills and invoices the City for reimbursement from the General Fund; or (ii) a direct customer reimbursement process under which eligible residents submit a copy of their water bill, the City verifies eligibility, calculates the equivalent percentage credit on the billed water charges, and issues a reimbursement payment to the customer from the General Fund. In either case, the City shall retain documentation of customer eligibility, calculations, and disbursements suitable for audit. Total expenditures under this subsection shall be subject to the General Fund cap established in Section 5.

SECTION 9. Administration. The City Manager is authorized and directed to take all actions reasonably necessary to implement this Resolution, including approval of customer notices, application of credits to bills, coordination with billing systems and vendors, and periodic reporting to the City Council. The Director of Administrative Services is authorized to make budgetary adjustments necessary to give effect to this Resolution, including appropriate adjustments to the

applicable fiscal year budgets, including FY 2026-27 and FY 2027-28, as necessary and consistent with this Resolution and Council-approved program caps.

SECTION 10. CEQA. The adoption of this Resolution is not a "project" within the meaning of CEQA Guidelines section 15378(b)(4) and (5), as it is a government fiscal activity that does not commit the City to any specific project that may result in a direct or reasonably foreseeable physical change in the environment. The City Clerk is directed to file a Notice of Exemption if and to the extent the City Attorney determines such filing to be appropriate.

SECTION 11. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or its application to any person or circumstance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons and circumstances. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional, and to that end the provisions hereof are hereby declared to be severable.

SECTION 12. Effective Date. This Resolution shall be effective upon its adoption, subject to the conditional effectiveness provisions of Section 1. Notwithstanding the foregoing, all provisions of this Resolution governing Council authority to terminate, suspend, or modify the Program, and Council authority to direct staff regarding the Program, shall be effective upon adoption regardless of the outcome of the UUT Measure.

SECTION 13. Certification. The City Clerk shall certify the adoption of this Resolution and shall cause a certified copy to be retained in the official records of the City.

(Intentionally Left Blank)

PASSED, APPROVED, and ADOPTED on this ____ day of _____ 2026.

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT
Raúl F. Salinas, City Attorney

Office of the
South Gate City Clerk

JUN 17 2026

FILED
5:20 pm

Item No. 3

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **June 23, 2026**
Originating Department: **Public Works**

Department Head: Arturo Cervantes
Arturo Cervantes

City Manager: Rob Houston
Rob Houston

SUBJECT: AMENDMENT NO. 3 TO CONTRACT NO. 2022-83-CC WITH UNITED PACIFIC SERVICES, INC. FOR A CONTRACT EXTENSION AND MODIFICATION OF THE CITY'S TREE TRIMMING CYCLE FROM FOUR YEARS TO FIVE YEARS

PURPOSE: To approve Amendment No. 3 to Contract No. 2022-83-CC with United Pacific Services, Inc. (UPS), extending the contract term through June 30, 2027, and modifying the tree trimming cycle from a four-year cycle to a five-year cycle to align with current budgetary conditions.

RECOMMENDED ACTION: The City Council will consider:

a. Approving Amendment No. 3 to Contract No. 2022-83-CC with United Pacific Services, Inc., extending the agreement through June 30, 2027, for continued citywide tree maintenance services and modifying the tree trimming cycle from a four-year cycle to a five-year cycle, for a not to exceed amount of $859,955; and
b. Authorizing the Mayor to execute Amendment No. 3 to Contract No. 2022-83-CC in a form acceptable to the City Attorney.

FISCAL IMPACT: Amendment No. 3 to Contract No. 2022-83-CC is in the amount of $859,955 and it will be funded as summarized below. The total revised contract amount is $5,510,927.

Contract Year	General Fund	Gas Tax Funds	Water Funds	Street Lighting & Landscape	Total
FY 2022/23	$127,500			$718,123	**$845,623**
FY 2023/24	$127,500			$776,523	**$904,023**
FY 2024/25	$127,500			$1,035,098	**$1,162,598**
FY 2025/26	$127,500			$749,803	**$877,303**
Amendment No. 1		$847,480	$13,945		**$861,425**
Amendment No. 2					**$000**
FY 2026/27 Amendment No. 3	$127,500			$732,455	**$859,955**
Total	**$637,500**	**$847,480**	**$13,945**	**$4,012,002**	**$5,510,927**

ANALYSIS: The City is currently facing a General Fund budget deficit exceeding $9.4 Million. As part of the Fiscal Year 2026/27 budget development process, all departments were directed to identify expenditure reductions to help address the City's fiscal challenges. On June 9, 2026, the

City Council approved the Fiscal Year 2026/27 Operating Budget, which incorporated a variety of cost-saving measures recommended by departments.

Public Works evaluated multiple budget reduction opportunities. However, because many Public Works programs are supported by enterprise funds, special revenue funds, grants, and other restricted funding sources, opportunities to reduce General Fund-supported expenditures were limited. As a result, staff evaluated operational changes within existing programs that could generate meaningful savings while maintaining service levels.

Under Contract No. 2022-83-CC, United Pacific Services, Inc. (UPS) provides comprehensive citywide tree maintenance services. The agreement established a four-year grid trimming cycle and includes a provision allowing the contract to be extended annually, for up to four one-year terms, subject to City Council approval. As part of the budget reduction evaluation, staff assessed the operational and financial impacts of extending the tree trimming cycle from four years to five years. Based on maintenance needs, service demands, and available resources, staff determined that a five-year cycle is operationally feasible and would continue to provide an acceptable level of service while reducing annual contract costs by approximately $127,348.

This cost-saving measure was incorporated into the Fiscal Year 2026/27 Operating Budget approved by the City Council. Amendment No. 3 to Contract No. 2022-83-CC implements that budget reduction by modifying the tree trimming cycle from four years to five years and exercising the next available one-year contract extension through June 30, 2027. The amendment will allow the City to continue providing essential urban forest maintenance services while aligning program expenditures with current fiscal conditions.

Staff also evaluated rebidding the contract to determine whether sufficient savings could be achieved to maintain the existing four-year trimming cycle. However, the City is currently benefiting from pricing established in 2022/23, and annual adjustments have historically been limited to CPI-based increases that have been mutually acceptable to both the City and UPS. Given current market conditions and increased labor, equipment, fuel, and insurance costs, staff expects that a new solicitation would result in higher pricing. As a result, rebidding the contract is not expected to generate savings and would likely increase the cost of maintaining the City's tree maintenance program.

While tree trimming cycles vary among municipalities based on urban forest conditions, service expectations, and available funding, five-year trimming cycles are not uncommon within the urban forestry industry. In addition, the City recently implemented a comprehensive hazard mitigation effort through Amendment No. 1 to Contract No. 2022-83-CC, which funded the removal of dead, diseased, distressed, and structurally compromised trees, as well as corrective maintenance on higher-risk trees identified through a citywide urban forest assessment. As a result of these proactive measures, combined with ongoing tree maintenance activities and continued funding for emergency response, hazardous tree trimming, and resident service requests, staff believes the City's urban forest can be effectively maintained under a five-year trimming cycle while continuing to provide an acceptable level of service and public safety while achieving necessary budgetary savings.

BACKGROUND: The City owns and maintains an urban forest consisting of more than 17,500 trees located throughout public streets, parks, medians, and City facilities. These trees require

ongoing maintenance to support public safety, tree health, visibility, and protection of public infrastructure.

The Public Works Department oversees the City's urban forestry program through a contracted tree maintenance provider. On September 27, 2022, the City Council approved Contract No. 2022-83-CC with United Pacific Services, Inc. (UPS) in an amount not to exceed $3,789,545, establishing a four-year contract term and a four-year grid trimming cycle. Under the agreement, UPS provides comprehensive citywide tree maintenance services, including grid trimming, tree removals, emergency response, and ongoing care of the City's urban forest, which consists of more than 17,500 trees.

On September 26, 2023, the City Council approved Amendment No. 1 to Contract No. 2022-83-CC, increasing the contract amount by $861,425 to fund priority tree maintenance services, annual off-cycle special trims, and well site tree trimming at the Hawkins Water Production Facility. The amendment was necessary to implement recommendations from a citywide urban forest assessment that identified a significant backlog of dead, diseased, distressed, and structurally compromised trees posing potential risks to public safety. The assessment categorized trees into Priority 1, 2, and 3 risk levels based on the urgency of corrective action needed. Because addressing these hazardous conditions required resources beyond the scope of the original agreement, Amendment No. 1 provided supplemental funding to accelerate the removal and maintenance of high-risk trees throughout the City.

In April 2025, Amendment No. 2 to Contract No. 2022-83-CC was executed, reallocating the amount balances within the original submitted bid schedule for Year 3 of the contract (FY 2024/25). Specifically, adjustments were made to individual bid items including reductions to annual grid trimming, off-cycle special request trimming, and tree installation services, offset by increases to tree and stump removal and crew rental services. The total contract amount for Year 3 remained unchanged at $1,145,098, and no changes were made to the scope of work.

Staff worked with the contractor to assess transitioning from a four-year to five-year tree trimming cycle. Tree trimming cycles are periodically reviewed to balance service levels, operational needs, risk management, and available funding. Under the current four-year cycle, approximately 14,000 parkway trees are trimmed unevenly by geographic zones, with approximately 2,792 trees trimmed in Year 1, 3,601 trees in Year 2, 5,059 trees in Year 3, and 3,232 trees in Year 4, resulting in fluctuating annual workloads and costs, with the current trimming schedule producing significant annual workload variations between maintenance zones.

The proposed five-year cycle would distribute trimming activities more evenly, creating a more balanced and sustainable maintenance program while reducing annual costs by approximately $127,348. The contract will continue to include funding for special tree trimming services to address hazardous conditions, priority locations, emergency response work, and resident service requests outside of the regular trimming cycle.

Palm tree maintenance, which is typically performed on a more frequent cycle due to species-specific requirements, will continue under its current maintenance schedule and will not be impacted by the proposed transition to a five-year cycle. Tree maintenance services within City parks will also continue to be supported through contributions from the Parks and Recreation Department.

ATTACHMENTS: A. Amendment No. 3 to Contract No. 2022-83-CC
B. Contract No. 2022-83-CC
C. Amendment No. 1 to Contract No. 2022-83-CC
D. Amendment No. 2 to Contract No. 2022-83-CC
E. Acceptance Letter From UPS

HF:ky

AMENDMENT NO. 1 TO CONTRACT NO. 2022-83-CC BETWEEN THE CITY OF SOUTH GATE AND UNITED PACIFIC SERVICES, INC., FOR CITYWIDE TREE MAINTENANCE SERVICES, CITY PROJECT NO. 690-ST

This Amendment No. 3 to Contract No. 2022-83-CC ("Amendment") for Citywide Tree Maintenance Services, City Project No. 690-ST, is made and entered into as of June 23, 2026, by and between the City of South Gate, a municipal corporation ("City"), and United Pacific Services, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 27, 2022, the City and United Pacific Services, Inc. ("Contractor") entered into Agreement for Citywide Tree Maintenance Services, Contract No. 2022-83-CC (the "Contract"), for City Project No. 690-ST, in an amount not to exceed **$3,789,545 (Three Million Seven Hundred Eighty-Nine Thousand Five Hundred Forty-Five Dollars)**. The Contract established a four-year term and a four-year grid trimming cycle, under which the Contractor provides comprehensive citywide tree maintenance services, including grid trimming, tree removals, emergency response services, and ongoing maintenance of the City's urban forest, which consists of more than 17,000 trees; and

WHEREAS, on September 26, 2023, the City Council approved Amendment No. 1 to Contract No. 2022-83-CC, increasing the contract amount by **$861,425 (Eight Hundred Sixty-One Thousand Four Hundred Twenty-Five Dollars)** to fund priority tree maintenance services, annual off-cycle special trims, and well site tree trimming at the Hawkins Water Production Facility. The amendment provided supplemental funding to implement recommendations from a citywide urban forest assessment that identified a backlog of hazardous trees requiring removal or maintenance due to public safety concerns, bringing the total not-to-exceed contract amount to **$4,650,970 (Four Million Six Hundred Fifty Thousand Nine Hundred Seventy Dollars)**; and

WHEREAS, in April 2025, Amendment No. 2 to Contract No. 2022-83-CC was executed to reallocate funding among bid items within the approved Year 3 budget to better align with actual service demands. The amendment increased funding for tree and stump removal and crew rental services, offset by reductions to grid trimming, special request trimming, and tree installation services. The amendment did not modify the scope of work or increase the contract amount, which remained unchanged at **$1,145,098 (One Million One Hundred Forty-Five Thousand Ninety-Eight Dollars) for Year 3**; and

WHEREAS, the Contract established a four (4) year term scheduled to expire on September 6, 2026, and granted the City the option to extend the term by up to four (4) additional one (1) year periods; and

WHEREAS, in connection with the City's modification of its tree trimming cycle from four (4) years to five (5) years, the City desires to exercise the first one-year extension option authorized under the Contract, and the City and Contractor desire to enter into Amendment No. 3

to establish compensation for the extended term in an amount not to exceed **$859,955 (Eight Hundred Fifty-Nine Thousand Nine Hundred Fifty-Five Dollars)**, bringing the total aggregate not-to-exceed contract amount to **$5,510,925 (Five Million Five Hundred Ten Thousand Nine Hundred Twenty-Five Dollars)**.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **EXERCISE OF OPTION AND EXTENSION OF TERM.**
   City hereby exercises the first of its options to extend the Term of the Contract. As such, the Term of the Contract will now expire on June 30, 2027. City reserves its right to exercise the remaining extension options under the Contract as and when such options become exercisable.

2. **SCOPE OF WORK.**
   For the 12-month period from July 1, 2026 through June 30, 2027, the types of services to be performed by Contractor shall be as specified in the Contract, but the number and location of the trees to be maintained by Contractor shall be as designated by City in connection with City's transition to a five-year maintenance cycle.

3. **COMPENSATION.**
   For the 12-month period from July 1, 2026, through June 30, 2027, the total amount of compensation payable by City to Contractor shall not exceed **Eight Hundred and Fifty-Nine Thousand Nine Hundred Fifty-Five Dollars ($859,955).** During that 12-month period, the unit prices specified on the Bid Schedule attached to the Contract shall be increased by three percent (3%).

4. **EFFECT OF AMENDMENT.**
   Except as expressly amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

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

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor
Dated: June 23, 2026

ATTEST:

By: _____
Yodit Glaze, City Clerk

(SEAL)

APPROVED AS TO FORM:

DRAFT

By:_____
Raúl F. Salinas, City Attorney

UNITED PACIFIC SERVICES, INC.,
a California Corporation

By: _____
Karina Vasquez,
CEO, CFO and Secretary

AGREEMENT

CITYWIDE TREE MAINTENANCE PROGRAM
CITY PROJECT NO. 690-ST

THIS AGREEMENT FOR CITYWIDE TREE MAINTENANCE ("Agreement") is made and entered into as of September 27, 2022, by and between the City of South Gate, a municipal corporation, ("City" or "Owner"), and United Pacific Services, a California Corporation, ("Contractor"), with reference to the following facts:

RECITALS

A. Owner is the owner of certain parks, landscaped medians and sidewalks, and other municipal facilities, all within the public right of way within the City of South Gate, containing trees, more particularly identified in this Agreement below and in the Exhibits attached hereto.

B. Contractor has represented and does hereby represent to Owner that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to maintain the foregoing facilities, systems and improvements, and Contractor does hereby offer to perform maintenance services with respect thereto, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

C. Owner is willing to accept that offer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, Owner and Contractor mutually agree as follows:

ARTICLE I

THE PROJECT; WORK

1.1 Project. Subject to the terms of this Agreement and the Contract Documents (as defined below), Owner hereby engages Contractor, and Contractor accepts such engagement, to perform:

CITYWIDE TREE MAINTENANCE PROGRAM
CITY PROJECT NO. 690-ST

Contractor shall furnish at its own expense all labor, materials, equipment, and services necessary therefore, except such labor, materials, equipment, and services as are specified in the Contract Documents to be furnished by Owner.

1.2 Commencement of Work. The execution and delivery of this Agreement by Owner and Contractor does not constitute an authorization for Contractor to proceed with the work pursuant to this Agreement. Contractor shall commence performance of the work as specified in the Contract Documents, which detail when Contractor may proceed with the work. Contractor represents and warrants to Owner that Contractor will be able to commence the work pursuant to this Agreement within that time in compliance with all requirements of this Agreement.

1.3 Inspection of Work. The City's Assistant City Manager/Director of Public Works ("Director") and his designees shall have the right to review and inspect the work pursuant to this Agreement performed by Contractor hereunder at any and all times, with respect to the quality of the work and Contractor's conformance to the terms of this Agreement, pursuant to Owner's established review and approval procedures as the same may be amended from time to time. Without limiting Owner's rights, if the Director or his designee determines as a result of any such inspection that any aspect of the work pursuant to this Agreement is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Contract Documents below), then Contractor shall promptly correct the work at no additional cost to Owner.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the maximum contract sum of **THREE MILLION SEVEN HUNDRED EIGHTY-NINE THOUSAND FIVE HUNDRED AND FORTY FIVE DOLLARS ($3,789,545)** set forth in the Bid Schedule attached hereto as Exhibit "A", which sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools, and services used or incorporated in the work, supervision, administration, overhead, expenses, and any and all other things required, furnished, or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents. Contractor acknowledges that the annual contract amount will be different from the base bid. Except as specifically set forth in the Contract Documents, Contractor shall not be paid hereunder for any travel time in the performance of the work pursuant to this Agreement. Contractor shall notify Owner when Contractor's requests for payment reach eighty-five percent (85%) of the above- referenced maximum compensation amount. Except as otherwise provided in the Contract Documents, on or before the tenth (10^{th}) day of each calendar month following the commencement of the work pursuant to this Agreement, Contractor shall file its request for payment, accompanied by evidence satisfactory to Owner justifying the request for payment, including a report of work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by Owner, the work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable work pursuant to this Agreement. If Contractor fails to correct unacceptable work, Owner may withhold from any payment due an amount that the Owner reasonably believes will equal the cost of correcting the unacceptable work. Subject to Owner's right to reject all or any part of the charges set forth in such invoice as provided herein, Owner shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

ARTICLE III

CONTRACT DOCUMENTS

The following constitute the entire agreement between the Owner and the Contractor as follows:

this Agreement, the Notice Inviting Bids, the plans, the Specifications, the Instructions to Bidders, the accepted proposal, the Bid Schedule(s), the Contractor's Industrial Safety Record, the Contractor's Qualification Statement, the Bid Security Forms for Check, the Worker's Compensation Insurance Certificate, the Non-Collusion Affidavit, the Specifications (and drawings), the General Provisions, the Special Provisions, the Indemnification and Liability Insurance Requirements, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner(all of the above-mentioned documents are collectively referred to as the "Contract Documents," And together, the Contract Documents form the Agreement). Each of the above-referenced Contract Documents are fully part of this Agreement and are incorporated herein as if attached hereto or repeated herein. In addition, the recitals set forth herein are incorporated by this reference and made a part of this Agreement. In addition, to the Contract Documents, the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties, and supersede any and all other written or oral understanding. No alteration or amendment to this Agreement or the Contract Documents shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

ARTICLE IV

INDEMNIFICATION

Contractor (and its sureties, if any) shall indemnify, hold harmless and defend (with counsel selected by the City) the City of South Gate, the City of South Gate Housing Authority, and their respective consultants and sub-consultants, officers, agents, elected officials, and employees, from any and all claims and losses whatsoever occurring or resulting to or from any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, or death arising out of or connected with Contractor's obligations or performance under this Agreement. Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, and their respective consultants, sub-consultants, officers, agents, elected officials, and employees, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City's choice in representing the City of South Gate, the City of South Gate Housing Authority, and their respective consultants and sub-consultants, officers, agents, elected officials, and employees, in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

ARTICLE V

PREVAILING WAGES

Contractor acknowledges the provisions of the California Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions.

Contractor further acknowledges the provisions of the California Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this Agreement and covenants and agrees to comply with such provisions. Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the work pursuant to this Agreement. State labor standards provisions, including prevailing wage requirements will be enforced and Contractor covenants and agrees to comply with the same. Requirements of the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm), will be enforced and Contractor covenants and agrees to comply with the same. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. Owner advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement ("Effective Date").

ARTICLE VII

TERM AND EXTENSION OPTIONS; TERMINATION

7.1 Term and Extension Options. The initial term of this Agreement shall be four (4) years ("Term") commencing on the Effective Date, unless sooner terminated pursuant to this Agreement. This Agreement shall not be automatically renewed or extended; performance by Contractor of any additional work pursuant to this Agreement following the Term shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement signed by Owner pertaining to such additional work, however, the City shall have an option to extend the Term of this Agreement annually for one (1) year terms up to four (4) times subject to City Council approval.

7.2 Termination for Convenience. Owner may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor ("Termination Notice") that specifies a termination date ("Early Termination Date") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to Owner in writing and take all steps necessary to cease all work under this Agreement in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any work under this Agreement performed after the Early Termination Date that is reasonably necessary to terminate the work under this Agreement in an orderly manner must be specifically authorized in writing by the City's Director of Public Works prior to its performance and prior to the Early Termination Date. Upon termination by Owner, Contractor shall be paid or reimbursed for all compensable work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this

Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation specified in Article II.

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

ARTICLE VIII

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES & COVENANTS

8.1 South Gate Business License. Contractor shall obtain a City of South Gate business license before performing any work under this Agreement.

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

Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Contractor will

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

8.3 Familiarity with Work. Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the work under this Agreement.

8.4 Site Inspection. Contractor has visited each of the City facilities where the work pursuant to this Agreement is to be performed and is fully acquainted with the conditions existing at such sites.

8.5 No Solicitation. Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

8.6 No Fees, Commissions, Gifts or Other Consideration. Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, Owner shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

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

8.8 No Conflict of Interest by Contractor. Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

Litigation History. During the period from the date which is five (5) years prior to Contractor's

submission of its bid for this Contract, through and including the date on which Contractor signed the contract, all of the following are true: (a) Contractor has not been a party to any litigation in which the City was also a party; (b) no officer, director, shareholder, manager, member or partner of Contractor ("Contractor Party") has been a party to any litigation in which the City was also a party; and (c) no Contractor Party has been an officer, director, shareholder, manager, member or partner of any corporation, limited liability company, partnership or other entity which has been a party to any litigation in which the City was also a party.

ARTICLE IX

INDEPENDENT CONTRACTOR

In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of Owner except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation, or liability on behalf of Owner. Neither Contractor nor its employees are employees of Owner, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with Owner for any purpose. Neither Contractor nor its employees shall represent themselves as employees of Owner. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding Owner. Neither Contractor nor its employees shall have any claim against Owner hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. Owner shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall Owner make any such payments on Contractor's behalf. Owner shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state, or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of Owner. Contractor shall complete and submit to Owner an IRS Form W-9 and acknowledges that Owner will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold Owner harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by Owner hereunder (and Contractor's obligation to indemnify Owner under this section shall survive the expiration or sooner termination of this Agreement).

ARTICLE X

NON-EXCLUSIVITY

Owner does not warrant to contract-exclusivity with a single contractor to perform the type of tree maintenance services which Contractor is performing under this Agreement. As such, Contractor

may not be the only tree maintenance company providing tree maintenance services to Owner. Owner reserves the right to enter into similar contracts with third parties for tree maintenance services in areas of the City other than the City facilities identified in the Contract Documents, which are the subject of this Agreement.

ARTICLE XI

NO ASSIGNMENT

Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned, or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to Owner in connection with any formal bid documents submitted by Contractor to Owner in connection with Owner's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to Owner's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind Owner and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegatees, and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

ARTICLE XII

REMEDIES

Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, Owner may take any one or more of the following actions:

a. Forfeiture of Bond/Negotiation of Security. Owner may cause to be forfeited to Owner all or a portion of any security, if any, given for the faithful performance of Contractor's obligations, and may further cause to be negotiated any instrument of credit deposited with and assigned to Owner in such amount as may be required to complete the work pursuant to this Agreement.

Performance by Owner at Contractor's Expense. Upon Contractor's default, Owner may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the work pursuant to this Agreement. If the required work is not substantially commenced with in ten (10) days after Owner's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to Owner within the timeframe set forth in Owner's written demand, then without limiting any other remedy available to Owner, Owner may complete (or arrange for the completion of) all remaining work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or advisable. All such

work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. Owner's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the required Work at the time of Owner's demand for performance. If Owner elects to complete (or arrange for completion of) the remaining work, then Owner may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by Owner or its designee of the remaining work.

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

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

d. Other Relief. Owner may seek any other remedies or relief, and take any other actions, available to Owner under this Agreement, at law, or in equity.

ARTICLE XIII

MISCELLANEOUS

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

To the City:
City of South Gate 8650 California Avenue
South Gate, California, 90280 Attention: Arturo Cervantes,
Assistant City Manager/Director of Public Works
Telephone No.: (323) 563-9567
Fax No.: (323) 563-9572
E-mail: acervantes@sogate.org

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

To Contractor:

United Pacific Services, Inc.
5529 Leeds Street
South Gate, California 90280
Attn: Gus K. Franklin, President
Telephone No.:(562) 691-4600 Ext. 225
Fax No.:(562) 691-8839
E-mail: gus@unitedpac.com

With a copy (which shall not constitute notice) to:

_____
_____
_____, California 9_____
Attn:
Telephone No.: ( )
Fax No.: ( )
E-mail: @

13.2 Time. Time is of the essence for every provision contained in this Agreement.

13.3 Successors and Assigns. Without limiting the other provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

13.4 Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

13.5 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

13.6 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

13.7 Consent to Jurisdiction and Service of Process. All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

13.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

13.9 Captions. Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

13.10 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

13.11 Further Assurances. Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

13.12 No Waiver. Any waiver, consent, or approval by either party of any breach, default, or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default, or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

13.13 Rights and Remedies. No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the

election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

13.14 Joint and Several Liability. If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

13.15 No Third-Party Beneficiaries. The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

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

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

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

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F Salinas (AR)
Raul F. Salinas, City Attorney

CONTRACTOR:

_____
Name of individual/entity

By: _____
Signature

Title: _____

Date: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861.

> I, the undersigned, am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the contract.

DATED_____

_____
CONTRACTOR

By:_____
Signature

_____
Title

ATTEST:

By:_____
Signature

_____
Title

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST
BID SCHEDULE

Contractor's Name United Pacific Services, Inc.

Date 08/23/2022

Honorable Mayor and City Council of the City of South Gate, California:

In accordance with the Notice Inviting Bids for the **CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST**, the undersigned declares that the undersigned has carefully examined the Specifications for this project, has read the Notice Inviting Bids, is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

Section 3-2.2.1 of the Standard Specifications is hereby amended by addition of the following: If a bid item is deleted in its entirety and that bid item has no direct effect on the performance of any other bid item, no adjustment in bid prices for any item will be provided. Furthermore, the City reserves the right to increase and decrease the amount of any quantity shown.

BID SCHEDULE FOR FOUR (4) YEAR CONTRACT TERM

A. GENERAL SERVICES

Item	Service	Unit	Unit Price	Estimated Units	Extended Price
1	YEAR 1 - Grid Trimmings: Trim all trees in Maintenance Zones 3, 4, 6, 7 and 18. [1] [4] [6]	Ea.	$ 155.00	2792	$ 432,760.00
2	YEAR 2 - *Grid Trimmings: Trim all trees in Maintenance Zones 17, 16, 15 and 14. [1] [4] [6]	Ea.	$ 160.00	3,601	$ 576,160.00
3	YEAR 3 - *Grid Trimmings: Trim all trees in Maintenance Zones 13, 12, 5, 1 and 2. [1] [4] [6]	Ea.	$ 165.00	5059	$ 834,735.00
4.	YEAR 4 - *Grid Trimmings: Trim all trees in Maintenance Zones 11,10, 9 and 8. [1] [4] [6]	Ea.	$ 170.00	3232	$ 549,440.00
5	Cost per Tree (Off Cycle, Special Request Trimming/Pruning unit price. [1] [2] [4] [6]	Ea.	$ 275.00	400	$ 110,000.00
6	Not Used				
7	Not Used				
8	Not Used				
9	Not Used				

10	Cost per Trim of all Trees located on median island in Maintenance Zones one (1) through eighteen (18) Yearly [1][2][4]	Ea.	$ 95.00	500	$ 47,500.00
11	Trim City Park trees less than 50 feet in height [3] [4]	Ea.	$ 150.00	1,200	$ 180,000.00
12	Trim City Park trees more than 50 feet in height [3] [4]	Ea.	$ 275.00	1,200	$ 330,000.00
13	City Street and/or Park tree requiring special equipment (for example 85 ft. or larger bucket truck or crane) [3] [4]	Ea.	$ 125.00	500	$ 62,500.00
14	Tree and Stump Removal (Trunk diameter to be measured at breast height.)	Inch	$ 40.00	5000	$ 200,000.00
15	Stump Only Removal (Trunk diameter to be measured at breast height.)	Inch	$ 15.00	2,400	$ 36,000.00
16	Tree Inventory [5]	L.S.	$ 85,000.00	1	$ 85,000.00
17	Furnish and install bi-monthly approximately twenty, 15-gallon trees per year (includes tree, labor, equipment, root irrigation device, materials, 180-day establishment period, watering, delivery).	Ea.	$ 265.00	480	$ 127,200.00
A. SUB-TOTAL – GENERAL SERVICES					$ 3,571,295.00

[1] All Grid Trim shall be a safety type of trim and shall follow the scope of work guidelines in Section S and T of Scope of Work, all grid trimming will be verified by city staff prior to the start of work. The contractor will provide 3 samples of grid trimming for each zone and verified by city staff.

[2] Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200- yard radius), shall be priced as zone trimmings even when off the regularly scheduled grid plan.

[3] All Park trees will be trimmed in three (3) year cycles. Approximately, one-third of the trees will be trimmed on first year, another one-third on second year and the remaining one-third on the final year.

[4] All tree quantities are approximate quantities and actual number of trees shall be verified once the tree inventory is completed.

[5] Contractor shall prepare the Tree Inventory within 90 days of executing the contract. At the completion of the Tree Inventory, Contractor shall submit a revised Bid Schedule that reflect the actual number of trees in inventory.

B. EMERGENCY SERVICES

	Service	Unit	Unit Price	Estimated Units	Extended Price
1	Crew rental (M-F, normal business hours) [6]	Crew Hours	$ 285.00	200	$ 57,000.00
2	Crew rental (nights) [6]	Crew Hours	$ 315.00	250	$ 78,750.00
3	Crew rental (weekends and/or holidays) [6]	Crew Hours	$ 330.00	250	$ 82,500.00
B. SUB-TOTAL - EMERGENCY SERVICES					$ 218,250.00

[6] Fully equipped 3-person crew called in for emergency service; to include all manpower, equipment, tools, traffic control, disposal costs, and zero material markups.

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST, TOTAL BID, (written in numbers). THE TOTAL BID IS EQUAL TO THE SUM OF (SUB-TOTAL – GENERAL SERVICES) + (SUB-TOTAL EMERGENCY SERVICES).

$ 3,789,545.00

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST, TOTAL BASE BID, (written in words): THE TOTAL BID IS EQUAL TO THE SUM OF (SUB-TOTAL – GENERAL SERVICES) + (SUB-TOTAL EMERGENCY SERVICES).

Three Million Seven Hundred Eighty Nine Thousand Five Hundred Forty Five and No/100's -----

See attached Exhibit "A" in the back of these Specifications for a map of Maintenance Zone.

It is the City's intent to award a four (4) year contract. The UNIT PRICES and TOTAL BID amounts shall remain unchanged during the four (4) year contract term. If the City exercises the option (granted to it in Article VII of the contract attached hereto as Part III) to extend the term beyond the initial four (4) years, then the UNIT PRICES and TOTAL BID amount shall be increased or decreased by a percentage equal to the percentage increase or decrease in the Consumer Price Index on the first day of the option term as compared to the Consumer Price Index on the first day of the initial term. For purposes of this paragraph, "Consumer Price Index" means the Consumer Price Index (all items) for All Urban Consumers as published by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles – Riverside – Orange County Metropolitan Area (1982-84=100 base).

The City of South Gate reserves the right to reject any and all bids, delete portions of any and all bids, and waive any informality or irregularity in the bid or the bid procedures, and the City shall be the sole judge of the bids received.

The undersigned has carefully checked all of the above figures and understands that the City of South Gate, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case words and figures stated here in do not agree, the words shall govern and the figures shall be disregarded. In case the unit price and the total amount stated for any item are not in agreement, the unit price shall govern and the amount shall be corrected to conform thereto.

Contractor: United Pacific Services, Inc.

License No: 790590 **Expiration date:** 01/31/2023

Name: Gus K. Franklin **Title:** President

Signature:

AMENDMENT NO. 1 TO CONTRACT NO. 2022-83-CC FOR CITYWIDE SPECIAL TREE MAINTENANCE SERVICES CITY PROJECT NO. 690-ST WITH UNITED PACIFIC SERVICES.

This Amendment No. 1 to Contract No. 2022-83-CC for Citywide Special Tree Maintenance ("Amendment No. 1"), is made and entered into as of June 23, 2023, by and between the City of South Gate, a municipal corporation ("City"), and United Pacific Service, a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on September 27, 2022, the City Council approved Contract No. 2022-83-CC with Contractor ("Agreement") for Citywide Tree Maintenance Services for a four-year term commencing October 6, 2022, and ending October 5, 2026, in the amount of Three Million Seven Hundred Eighty-Nine Thousand Five Hundred and Forty-Five Dollars ($3,789,545.00).

WHEREAS, the City and Contractor/Consultant desire to execute Amendment No. 1 increasing the Contract Sum amount not to exceed One Hundred Ten Thousand Dollars ($110,000.00) that will be performed annually for each of the second, third, and fourth years of the Term, for the performance of services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement. An additional Thirteen Thousand Nine Hundred and Forty-Five Dollars ($13,945.00) for special tree timing and tree removals at various water wells. Also, Five Hundred Seventeen Thousand Four Hundred and Eighty Dollars ($517,480) for priority One, Two, and Three special trimmings, pruning, tree, and stump removals. Bringing the aggregate total of the Agreement, as modified by Amendment No. 1 to a total sum of Four Million Seven Hundred Sixty Thousand Nine Hundred and Seventy Dollars ($4,760,970.00).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **COMPENSATION.**
The amount of compensation paid by the City to the Contractor for the work identified in Exhibit "A" shall not exceed Nine Hundred Seventy-One Thousand Four Hundred Ninety Dollars ($971,425.00). That additional compensation amount shall be allocated in annual increments of $110,000 for each of the second, third, and fourth years of the Term. Including a one-time payment of $13,945.00 in the first year of this agreement, and $517,480.00 that will be paid out upon completion of each of the categories completed. This means that the total contract sum pursuant to Article II of the Agreement is hereby increased to Four Million Seven Hundred Sixty Thousand Nine Hundred and Seventy Dollars ($4,760,970.00).

2. **EFFECT OF AMENDMENTS.**
Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

Dated: 10/6/23

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

CONSULTANT:

By: _____
Eric Franklin, Executive Vice President

Date: 10/04/2023

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST
BID SCHEDULE

Contractor's Name United Pacific Services, Inc.

Date 08/23/2022

Honorable Mayor and City Council of the City of South Gate, California:

In accordance with the Notice Inviting Bids for the **CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST**, the undersigned declares that the undersigned has carefully examined the Specifications for this project, has read the Notice Inviting Bids, is familiar with the requirements therein contained, and proposes to furnish all labor, materials, and supplies necessary to accomplish the work outlined therein at the following prices:

Section 3-2.2.1 of the Standard Specifications is hereby amended by addition of the following: If a bid item is deleted in its entirety and that bid item has no direct effect on the performance of any other bid item, no adjustment in bid prices for any item will be provided. Furthermore, the City reserves the right to increase and decrease the amount of any quantity shown.

BID SCHEDULE FOR FOUR (4) YEAR CONTRACT TERM

A. GENERAL SERVICES

Item	Service	Unit	Unit Price	Estimated Units	Extended Price
1	YEAR 1 - Grid Trimmings: Trim all trees in Maintenance Zones 3, 4, 6, 7 and 18. [1] [4] [6]	Ea.	$ 155.00	2792	$ 432,760.00
2	YEAR 2 - *Grid Trimmings: Trim all trees in Maintenance Zones 17, 16, 15 and 14. [1] [4] [6]	Ea.	$ 160.00	3,601	$ 576,160.00
3	YEAR 3 - *Grid Trimmings: Trim all trees in Maintenance Zones 13, 12, 5, 1 and 2. [1] [4] [6]	Ea.	$ 165.00	5059	$ 834,735.00
4.	YEAR 4 - *Grid Trimmings: Trim all trees in Maintenance Zones 11,10, 9 and 8. [1] [4] [6]	Ea.	$ 170.00	3232	$ 549,440.00
5	Cost per Tree (Off Cycle, Special Request Trimming/Pruning unit price. [1] [2] [4] [6]	Ea.	$ 275.00	400	$ 110,000.00
6	Not Used				
7	Not Used				
8	Not Used				
9	Not Used				

10	Cost per Trim of all Trees located on median island in Maintenance Zones one (1) through eighteen (18) Yearly [1][2][4]	Ea.	$ 95.00	500	$ 47,500.00
11	Trim City Park trees less than 50 feet in height [3] [4]	Ea.	$ 150.00	1,200	$ 180,000.00
12	Trim City Park trees more than 50 feet in height [3] [4]	Ea.	$ 275.00	1,200	$ 330,000.00
13	City Street and/or Park tree requiring special equipment (for example 85 ft. or larger bucket truck or crane) [3] [4]	Ea.	$ 125.00	500	$ 62,500.00
14	Tree and Stump Removal (Trunk diameter to be measured at breast height.)	Inch	$ 40.00	5000	$ 200,000.00
15	Stump Only Removal (Trunk diameter to be measured at breast height.)	Inch	$ 15.00	2,400	$ 36,000.00
16	Tree Inventory [5]	L.S.	$ 85,000.00	1	$ 85,000.00
17	Furnish and install bi-monthly approximately twenty, 15-gallon trees per year (includes tree, labor, equipment, root irrigation device, materials, 180-day establishment period, watering, delivery).	Ea.	$ 265.00	480	$ 127,200.00
A. SUB-TOTAL – GENERAL SERVICES					$ 3,571,295.00 *

[1] All Grid Trim shall be a safety type of trim and shall follow the scope of work guidelines in Section S and T of Scope of Work, all grid trimming will be verified by city staff prior to the start of work. The contractor will provide 3 samples of grid trimming for each zone and verified by city staff.

[2] Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200- yard radius), shall be priced as zone trimmings even when off the regularly scheduled grid plan.

[3] All Park trees will be trimmed in three (3) year cycles. Approximately, one-third of the trees will be trimmed on first year, another one-third on second year and the remaining one-third on the final year.

[4] All tree quantities are approximate quantities and actual number of trees shall be verified once the tree inventory is completed.

[5] Contractor shall prepare the Tree Inventory within 90 days of executing the contract. At the completion of the Tree Inventory, Contractor shall submit a revised Bid Schedule that reflect the actual number of trees in inventory.

***CITY CLERK and CITY ATTORNEY NOTE:**
This amount should be increased to the sum of $4,650,970, to reflect the City Council approval of additional $861,425 on September 26, 2023.

B. EMERGENCY SERVICES

	Service	Unit	Unit Price	Estimated Units	Extended Price
1	Crew rental (M-F, normal business hours) [6]	Crew Hours	$ 285.00	200	$ 57,000.00
2	Crew rental (nights) [6]	Crew Hours	$ 315.00	250	$ 78,750.00
3	Crew rental (weekends and/or holidays) [6]	Crew Hours	$ 330.00	250	$ 82,500.00
B. SUB-TOTAL - EMERGENCY SERVICES					$ 218,250.00

[6] Fully equipped 3-person crew called in for emergency service; to include all manpower, equipment, tools, traffic control, disposal costs, and zero material markups.

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST, TOTAL BID, (written in numbers). THE TOTAL BID IS EQUAL TO THE SUM OF (SUB-TOTAL – GENERAL SERVICES) + (SUB-TOTAL EMERGENCY SERVICES).

$ 3,789,545.00

CITYWIDE TREE MAINTENANCE PROGRAM, CITY PROJECT NO. 690-ST, TOTAL BASE BID, (written in words): THE TOTAL BID IS EQUAL TO THE SUM OF (SUB-TOTAL – GENERAL SERVICES) + (SUB-TOTAL EMERGENCY SERVICES).

Three Million Seven Hundred Eighty Nine Thousand Five Hundred Forty Five and No/100's -----

See attached Exhibit "A" in the back of these Specifications for a map of Maintenance Zone.

It is the City's intent to award a four (4) year contract. The UNIT PRICES and TOTAL BID amounts shall remain unchanged during the four (4) year contract term. If the City exercises the option (granted to it in Article VII of the contract attached hereto as Part III) to extend the term beyond the initial four (4) years, then the UNIT PRICES and TOTAL BID amount shall be increased or decreased by a percentage equal to the percentage increase or decrease in the Consumer Price Index on the first day of the option term as compared to the Consumer Price Index on the first day of the initial term. For purposes of this paragraph, "Consumer Price Index" means the Consumer Price Index (all items) for All Urban Consumers as published by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles – Riverside – Orange County Metropolitan Area (1982-84=100) base).

The City of South Gate reserves the right to reject any and all bids, delete portions of any and all bids, and waive any informality or irregularity in the bid or the bid procedures, and the City shall be the sole judge of the bids received.

The undersigned has carefully checked all of the above figures and understands that the City of South Gate, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case words and figures stated here in do not agree, the words shall govern and the figures shall be disregarded. In case the unit price and the total amount stated for any item are not in agreement, the unit price shall govern and the amount shall be corrected to conform thereto.

Contractor: United Pacific Services, Inc.

License No: 790590 **Expiration date:** 01/31/2023

Name: Gus K. Franklin **Title:** President

Signature:

Bid Item	Recommended Service	Unit	Unit Price	Number of Units	Total Price
			Priority 1 Trees		
5	Special Request Trimming/Pruning	Ea.	$275	[illegible]	$15,400
14	Tree and Stump Removals	INCH	40	26X22"AVG X40	$22,880
				Sub-total	$38,280
			Priority 2 Trees		
5	Special Request Trimming/Pruning	EA	275	[illegible]	101,200
14	Tree and Stump Removals	INCH	40	156 TREES X 14" AVE X 40	87,360.
				Sub-total	188,560
			Priority 3 Trees		
5	Special Request Trimming/Pruning	NO PRIORITY 3 TREES			NA
14	Tree and Stump Removals			519X14"AVGX40	290,640
				Sub-total	290,640
				Grand Total	517,480

Exhibit A

Priority 1, 2, and 3 / Water Wells Tree Trimming and Removals / Special Request

No.	Service	Unit	Service	Unit Price	Estimated Units	Extended Price
1.	Special Request Trimming/Pruning	Each	Priority 1	$275	56	$15,400
2.	Tree and Stump Removals	Inch	Priority 1	$40	26 x 22" AVG x 40	$22,880
3.	Special Request Trimming/Pruning	Each	Priority 2	$275	368	$101,200
4.	Tree and Stump Removals	Inch	Priority 2	$40	156 Trees x 14"AVG x 40	$87,360
5.	Special Request Trimming/Pruning	N/A	Priority 3	$0	00	00
6.	Tree and Stump Removals	Inch	Priority 3	$40	519 x 14" AVG x 40	$290,640
7.	Water Well Tree Service	Each	Water Facilities	Lump sum	31	$13,940
8.	Special Trimming (2023/24)	Each	Off Cycle	$275	400	$110,000
9.	Special Trimming (2024/25)	Each	Off Cycle	$275	400	$110,000
10.	Special Trimming (2025/26)	Each	Off Cycle	$275	400	$110000
					Total	**$861,425**

AMENDMENT NO. 2 TO CONTRACT NO. 2022-83-CC FOR CITYWIDE TREE MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND UNITED PACIFIC SERVICES, INC.

This Amendment No. 2 to Contract No. 2022-83-CC for Citywide Tree Maintenance Services ("2nd Amendment") is made and entered into on April 3, 2025, by and between the City of South Gate, a municipal corporation ("City"), and United Pacific Services, Inc. ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 22, 2022, the City and Contractor entered into Contract No. 2022-83-CC ("Agreement") under which Contractor would provide citywide tree maintenance services to the City in exchange for payment by the City of an amount not-to-exceed Three Million Seven Hundred Eighty-Nine Thousand Five Hundred Forty-Five Dollars ($3,789,545.00);

WHEREAS, the City and Contractor subsequently entered into an agreement dated June 23, 2023 ("1st Amendment"), which amended the Agreement by expanding the scope of work and increasing the contract sum amount to a maximum sum of Four Million Seven Hundred Sixty Thousand Nine Hundred Seventy Dollars ($4,760,970.00); and

WHEREAS, the City and Contractor desire to execute this 2nd Amendment in order to reallocate the amount balances within the original submitted bid schedule, while retaining the originally awarded contract amount for Year 3 of 4 for FY2024-25, which is One Million One Hundred Forty Five Thousand Ninety Eight Dollars (1,145,098).

NOW, THEREFORE, the Parties hereby agree as follows:

1. REALLOCATION OF BID ITEM PRICES

The amounts allocated to individual bid items in the Agreement as originally awarded are hereby reallocated as shown in the table set forth below:

Bid Item / Description	Original Amount	Adjustment	New Amount
(3) Annual grid trimming in zones 1, 2, 5, 12 & 13	$834,735	- $114,810	$719,925
(5) Off-cycle special request trimming & pruning	$27,500	-$17,275	$10,225
(10) Median island tree-trimming in maintenance zones 1 through 18	$11,875	No change	$11,875
(13) Street/park tree requiring special equipment	$15,625	-$12,625	$3,000
(14) Tree and stump removal	$50,000	+$128,060	$178,060
(15) Stump removal only	$9,000	+$10,665	$19,665
(17) Furnish & install, on a bi-monthly basis, twenty 15-gallon trees	$31,800	-$12,790	$19,010

Bid Item / Description	Original Amount	Adjustment	New Amount
1st Amendment: Additional City Council funds	$110,000	No change	$110,000
(5) service, work orders, arborist report	$0.50	No change	$0.50
(ES1) Crew Rental, Mon-Fri normal business	$14,250	+$18,775	$33,025
(ES2) Crew Rental, nights	$19,688	No change	$19,688
(ES3) Crew Rental, weekends/holidays	$20,625	No change	$20,625
TOTAL	$1,145,098.50	No change	$1,145,098.50

2. **NO CHANGE TO SCOPE OF WORK**
Without limiting the generality of Section 4 below, this 2nd Amendment does not modify the scope of work as described in the Agreement and as modified by the 1st Amendment.

3. **NO CHANGE TO TOTAL CONTRACT SUM**
Without limiting the generality of Section 4 below, nothing in this 2nd Amendment is intended to, or shall, change the contract sum. The total contract compensation payable to Contractor under the Agreement will remain the same at Four Million Seven Hundred Sixty Thousand Nine Hundred Seventy Dollars ($4,760,970.00). Amendment No. 2 will not increase or decrease the total compensation sum amount.

4. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement, as amended by the 1st Amendment, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this 2nd Amendment to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: 4-22-2025

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

UNITED PACIFIC SERVICES, INC.:

By: _____
Eric Franklin, Executive Vice President

Dated: 4/07/2025

UNITED
PACIFIC SERVICES, INC.

March 18, 2026

CITY OF SOUTH GATE
ATTN: Harry Frisby
Interim Street & Sewer Superintendent
Public Works
4244 Santa Ana Street
South Gate, CA 90280

RE: City-Wide Tree Maintenance Services Renewal

Dear Mr. Frisby,

United Pacific Services, Inc., would like to express its upmost gratitude to the City of South Gate and its staff for another successful year so far. We have had the pleasure of working with the City of South Gate since this current contract's enactment in 2022. In collaboration we have accomplished many shared goals and wish to see the City of South Gate's Urban Forest continue to flourish. Moving forward, United Pacific Services, Inc., would like to extend that relationship with a contract extension.

Below are the answers to your questions.

1. Is United Pacific Services interested in executing a 1-year extension of the current agreement? **Yes**
2. Would the contractor agree to continue under the same contract terms and conditions? **Yes**
3. Are you willing to maintain the current contract unit prices for the extension year? **No**
4. Do you intend to request any CPI adjustment or price increase during the extension period? **Price Increase**
5. If you are requesting a price increase, what percentage or amount are you proposing? **3%**
6. What factors are driving the increase (labor, fuel, insurance, equipment, etc.)?
   Truck Insurance, Fuel, Equipment and Wages, See Below.
   Wage Increases:
   2023-2024: $1.50 Per Hour
   2024-2025: $1.50 Per Hour
   2025-2026: $1.60 Per Hour
   Total Wage Increase: $4.60 Per Hour
7. If the City moves to a 5-year grid trimming cycle, what would the revised annual workload and cost be?
   Grid Tree Trimming History:
   Year 1 2022-2023 Total: 2468
   Year 2 2023-2024 Total: 3500
   Year 3 2024-2025 Total: 4407
   Year 4 2025-2026 Total: 3083
   4-Year Total: 13,458
   5-Year Grid Tree Trimming Cycle Average, 2691 Trees Per Year
   Grid Trimming Price for 2026-2027 $175.00
8. Would unit prices remain the same?
   3% Price Increase for 2026-2027

UNITED
PACIFIC SERVICES, INC.

United Pacific Services, Inc., is based in the City of South Gate and many of our employees are residents of the city. (UPS) will support the city during this Fiscal Emergency and is open and willing to working with you and city staff to find a solution that works for your Tree Maintenance needs. We are available to assist you with any information you may need, and meet with you in person. (UPS) looks forward to continuing the strong relationship built between us, and maintaining a quality Urban Forest.

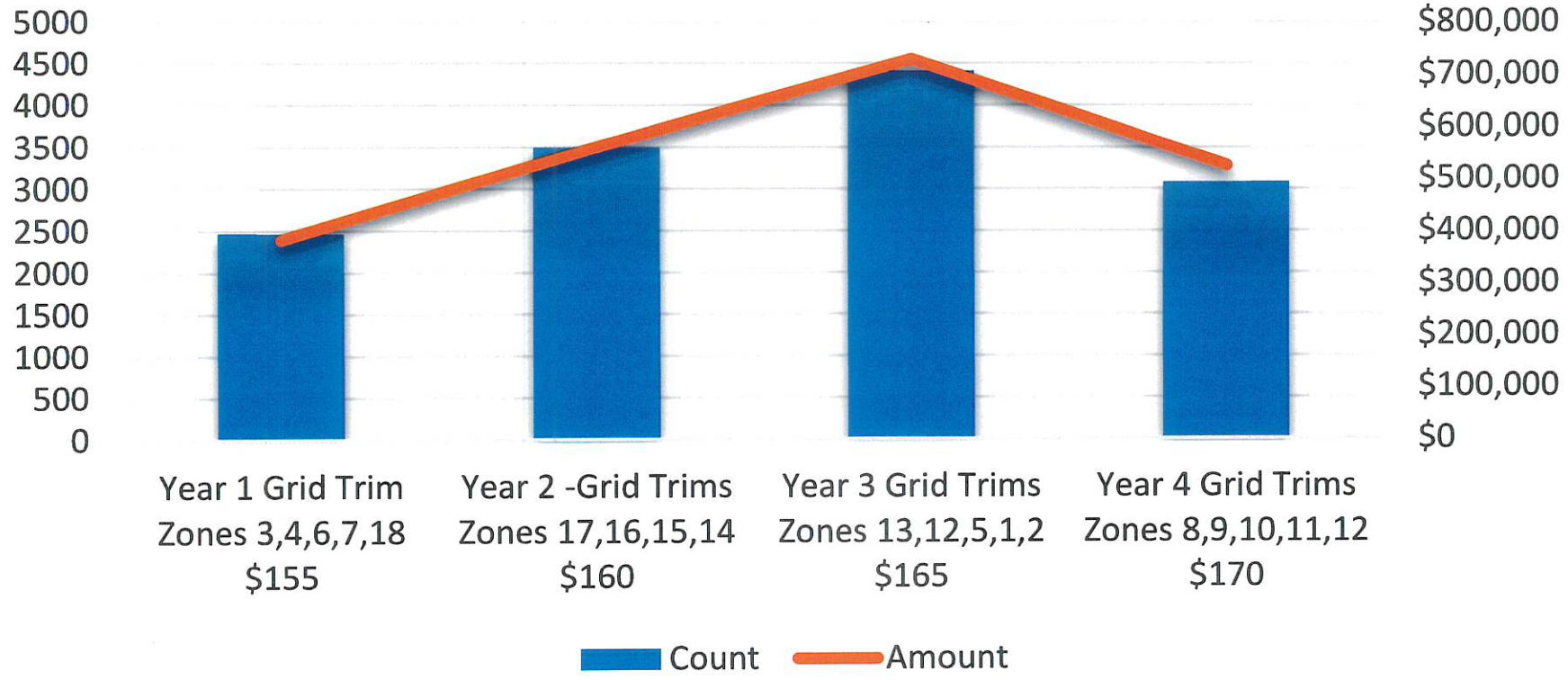
We guarantee to provide the City of South Gate with the same level of quality tree care, tree inventory software tools, and customer service as we have done since our contract's inception. We do thank you for your consideration and look forward to strengthening our relationship with you all. Should you have any questions or require further additional information, please contact me at (562) 254-0746.

Sincerely,

Eric Franklin

Eric Franklin
Executive Vice President
United Pacific Services, Inc.
ISA Certified Arborist # WE-2158AFU
ISA Certified Utility Arborist
ISA Certified Urban Forest Professional
ISA TRAQ Tree Risk Assessment Qualification
562-254-0746 CELL
562-691-4600 OFFICE
562-691-8839 FAX
eric@unitedpac.com
www.UNITEDPAC.com

South Gate Grid Tree Trimming



39

Office of the
South Gate City Clerk

JUN 17 2026

FILED

6:15pm

Item No. 4

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **June 23, 2026**

Originating Department: **Public Works**

Department Director: Arturo Cervantes *Arturo Cervantes* ***City Manager:*** Rob Houston *Rob Houston*

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2023-60-CC WITH KOA CORPORATION FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE TRAFFIC IMPROVEMENTS AT INTERSERCITONS ALONG CALIFORNIA AVENUE AND SOUTHERN AVENUE, CITY PROJECT NO. 681-ST

PURPOSE: To approve Amendment No. 1 to Contract No. 2023-60-CC with KOA Corporation for additional design engineering services required to obtain Los Angeles Department of Water and Power (LADWP) approval of design plans and permits for the Traffic Improvements at Intersections along California Avenue and Southern Avenue (Intersection Improvements) within LADWP right-of-way.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 1 to Contract No. 2023-60-CC with KOA Corporation ("Agreement"), to fund additional design services for the Traffic Improvements at Intersections along California Avenue and Southern Avenue, City Project No. 681-ST, for a not to exceed amount of $43,628;
b. Appropriating $43,628 in the Highway Safety Improvement Program Grant Funds to fund the services proposed under Amendment No. 1 to Contract No. 2023-60-CC;
c. Appropriating $30,000 in Prop C Funds to budget staff time for the Traffic Improvements at Intersections along California Avenue and Southern Avenue, City Project No. 681-ST; and
d. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2023-60-CC in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Amendment No. 1 to Contract No. 2023-60-CC is in the amount of $43,628 and it is proposed to be funded with Highway Safety Improvement (HSIP) Grant Funds. The project budget for the design phase is summarized below.

Services	HSIP Funds	Road Mitigation Fee	Prop C Funds	Total
Contract No. 2023-60-CC	$203,000			$203,000
Amendment No. 1	$43,628			$43,628
Staff Time		$14,000	$30,000	$44,000
Total	$246,628	$14,000	$30,000	$290,628

ANALYSIS: KOA Corporation is currently under contract to prepare the design and construction documents for the Intersection Improvements Project. While the majority of the proposed improvements are located within public street rights-of-way, portions of the project impact property and facilities owned by the Los Angeles Department of Water and Power (LADWP), including improvements at intersections along Southern Avenue that are under shared jurisdiction.

As part of its review process, LADWP has required additional engineering documentation that was not included in the original scope of services. Specifically, LADWP requires a detailed survey of existing overhead electrical conductors and the identification of all proposed improvements with corresponding elevations and coordinated data. To satisfy these requirements and obtain LADWP approval of the project plans and permits, KOA Corporation must perform additional surveying work and update the project plans, specifications, and supporting design documents.

Amendment No. 1 provides the additional design engineering services necessary to address LADWP requirements for the three affected intersections along Southern Avenue. The cost of the additional services is $43,628, as reflected in proposed Amendment No. 1.

BACKGROUND: The Intersection Improvements Project is included in the Fiscal Year 2025/26 Capital Improvement Program and is intended to improve pedestrian safety and accessibility at seven intersections located along Southern Avenue and California Avenue. Planned improvements include a traffic signal modification to provide protected left-turn phasing at the intersection of California Avenue and Santa Ana Street. Improvements at the remaining project intersections include pedestrian-activated flashing beacons, high-visibility crosswalks, updated signage and pavement markings, curb ramp upgrades, and other pedestrian safety enhancements designed to improve visibility and reduce conflicts between motorists and pedestrians along Southern Avenue and California Avenue.

Three of the project intersections located along Southern Avenue include improvements that are partially situated within property and right-of-way owned by the Los Angeles Department of Water and Power (LADWP). As a result, the proposed improvements are subject to LADWP review, approval, and permitting requirements prior to construction.

On May 9, 2023, the City Council approved Contract No. 2023-60-CC with KOA Corporation in the amount of $194,647 to provide engineering design services and prepare the plans, specifications, and estimates necessary for project construction. Design is currently underway and is nearing completion.

During LADWP's review of the project, additional design requirements were identified for the improvements located within LADWP property. Specifically, LADWP requires supplemental surveying and engineering documentation, including the identification of existing overhead electrical facilities and the preparation of design information with associated elevations and coordinating data. These requirements were not included in the original scope of services.

To satisfy LADWP's permitting requirements and obtain approval of the project plans, additional engineering design services are necessary. Amendment No. 1 to Contract No. 2023-60-CC in the amount of $43,628 will fund the additional surveying, design, and plan preparation services required to update the project plans and specifications and advance the project toward construction.

ATTACHMENTS:

A. Proposed Amendment No. 1
B. Fee Proposal
C. Contract No. 2023-60-CC

JL:ky

AMENDMENT NO. 1 TO CONTRACT NO. 2023-60-CC FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF SOUTH GATE AND KOA CORPORATION

This Amendment No. 1 to Contract No. 2023-60-CC for Professional Engineering Services ("Amendment No. 1") is made and entered into on June 23, 2026, by and between the City of South Gate, a municipal corporation ("City"), and KOA Corporation, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on May 9, 2023, the City Council approved Contract No. 2023-60-CC with Consultant ("Agreement") for Professional Engineering Services for the Traffic Improvements at Intersections along California Avenue and Southern Avenue, Project No. 681-ST, in the amount of **One Hundred Ninety-Seven Thousand Six Hundred Forty-Seven Dollars ($197,647)**; and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to the Agreement, in an amount not to exceed **Forty-Three Thousand Six Hundred Twenty-Eight Dollars ($43,628),** bringing the aggregate total of the Agreement and Amendment No. 1 to **Two Hundred Forty-One Thousand Two Hundred Seventy-Five Dollars ($241,275).**

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF WORK

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.

1.2 COMPENSATION. The total amount of compensation for Amendment No. 1 shall not exceed the sum of **Forty-Three Thousand Six Hundred Twenty-Eight Dollars ($43,628).** City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement and Amendment No. 1. in an amount not to exceed **Two Hundred Forty-One Thousand Two Hundred Seventy-Five Dollars ($241,275).** No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.2.1 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 the Consultant of its obligations under this agreement.

1.2.2 The Consultant shall submit to the City a bill of services within 15 calendar

days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.3 **TERM OF AGREEMENT.** This Agreement will remain in effect through **December 31, 2027**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

2. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

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

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: DRAFT 4/6
Raúl F. Salinas, City Attorney

KOA CORPORATION:

By: _____
Kenneth Hawkins California Area Manager

Dated: _____

1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754
T: (323) 260-4703 | F: (323) 260-4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO

A LOCHNER COMPANY

March 5, 2026

Jose Loera, TE
City of South Gate Public Works
8650 California Avenue
South Gate, CA 90280

Subject: Engineering Services Proposal for Traffic Improvements at Intersections along California Avenue and Southern Avenue, Project No. 681-ST
Addendum No. 1 – Additional Services

Dear Jose:

KOA Corporation (KOA) is pleased to submit the enclosed proposal to provide additional services for Traffic Improvements at Intersections along California Avenue and Southern Avenue Project. The scope of work is provided below for review by City of South Gate, followed by a fee estimate and schedule. Let us know if you have any questions or comments regarding this letter proposal.

SCOPE OF WORK

TASK 101 – ADDITIONAL PROJECT MANAGEMENT

The scope and duration of project services have extended beyond the original two-year schedule and we are now approaching year four of the project. While our team has continued to provide consistent project management support to maintain quality, schedule and stakeholder communication, the additional effort required to manage the extended timeline has exceeded the original budget allocation.

The initial project management budget was originally based on a two-year schedule, which projected construction and as-built plans to be completed by December 2024. However, as of December 2025, the project is currently at the 90% design phase, with construction completion now anticipated for December 2026. Within this extended schedule, we have accounted for 44 hours of additional project management and meeting time between January 2025 to December 2025. The additional budget will allow KOA to attend additional progress meetings, sustain the same level of technical support, documentation, and inter-agency coordination necessary to deliver the project successfully and in alignment with client expectations. A portion of the additional project management budget (42 hours) will be applied to the additional project management hours spent between January 2026 to December 2026.

TASK 102 – LADWP COORDINATION AND SUPPORT

AS-NEEDED COORDINATION & SUPPORT ALLOWANCE

LADWP coordination was not included in the original project scope or budget. As the project has progressed, the City has identified the need for additional engagement with LADWP to address design considerations, right-of-way impacts and additional studies to satisfy agency needs. While the City will continue to lead all primary LADWP coordination efforts, the City has requested KOA to participate in a supporting role to ensure the project remains technically sounds and compliant with LADWP requirements.

This support includes reviewing LADWP plan comments, attending coordination meetings as requested by the City, and providing technical input or revisions as needed to maintain design accuracy. These activities were not anticipated in the initial scope, but are necessary to ensure the project components remain coordinated and fully integrated with LADWP standards.

To cover the additional effort required for plan review, meeting participation, and technical input, KOA is requesting supplemental budget. This will allow us to continue supporting the City effectively while maintains the integrity and quality of the design documents.

Note: Budget is limited to what is shown in the fee schedule. If level of effort exceeds what we have anticipated, KOA reserves the right to request additional budget.

ADDITIONAL TOPOGRAPHIC SURVEY

To avoid the need for a conductor survey, LADWP has requested that elevations for all proposed poles and signs be provided at each location within LADWP's right-of-way. To meet this requirement, additional topographic surveying is needed at three intersections along Southern Avenue—Kauffman Avenue, Victoria Avenue, and Elizabeth Avenue—to establish locations and elevations for the proposed poles and signs in CCS83 and NAVD88 datums. The work will include one day of field data collection along with associated office coordination. Deliverables will consist of survey points only, with no additional drafting included.

TASK 103 – TECHNICAL SPECIFICIATIONS REVISIONS

KOA will revise the technical specifications to:

1. Split the project into two phases. Phase 1 will include improvements along California Avenue, while Phase 2 will incorporate improvements along Southern Avenue.
2. Integrate LADWP requirements, sections, forms, etc.

We are anticipating one final submittal of the specifications to the City for review and approval.

FEE ESTIMATE

KOA will perform the work specified in the scope above based on the time and materials fee not to exceed **$43,628.00** as shown below:

A LOCHNER COMPANY DELIVERABLES	KOA					SUB-CONSULTANTS	
	Principal Engineer I	Senior Engineer I / PM	Associate Engineer II	Total Hours	KOA TOTAL	KDM Survey	TEAM TOTAL
Hourly Rates (Fully Burdened)	$305.00	$249.00	$145.00				
ADDITIONAL SERVICES							
TASK 101: ADDITIONAL PROJECT MANAGEMENT							
Additional General Project Management		86		86	$ 21,414.00	$ -	$ 21,414.00
Subtotal		**86**		**86**	**$ 21,414.00**	**$ -**	**$ 21,414.00**
TASK 102: LADWP COORDINATION AND SUPPORT							
As-Needed Coordination & Support Allowance	5	15	40	60	$ 11,060.00	$ -	$ 11,060.00
Additional Topographic Survey			10	10	$ 1,450.00	$ 4,500.00	$ 5,950.00
Subtotal	**5**	**15**	**50**	**70**	**$ 12,510.00**	**$ 4,500.00**	**$ 17,010.00**
TASK 103: TECHNICAL SPECIFICATIONS AUGMENTATION							
Additional Technical Specification Revisions	4	16		20	$ 5,204.00	$ -	$ 5,204.00
Subtotal	**4**	**16**		**20**	**$ 5,204.00**	**$ -**	**$ 5,204.00**
TOTAL ADDITIONAL SERVICES	**9**	**117**	**50**	**176**	**$ 39,128.00**	**$ 4,500.00**	**$ 43,628.00**

The budget is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon submittal of final documents by KOA. Any additional services requested after document submittal will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

If the work described within this letter is not authorized in 30 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond KOA's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

AUTHORIZATION

A professional service agreement shall be prepared and executed prior to work.

Sincerely,
KOA | A Lochner Company

Giuseppe Canzonieri, PE
Principal | Southern California Design Lead

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF SOUTH GATE AND KOA CORPORATION

This Agreement for Professional Services for Professional Engineering Services ("Agreement") is made and entered into on May 9, 2023, by and between the City of South Gate, a municipal corporation ("City"), and KOA Corporation 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 Professional Engineering Services to prepare design and construction documents for the Traffic Improvements at Intersections along California Avenue and Southern Avenue, Project No. 681-ST ("Project") ; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Engineering 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, THEREFOR, 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 **One Hundred Ninety-Seven Thousand Six Hundred Forty-Seven Dollars ($197,647)** 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 Assistant City Manager/Director of Public Works or his/her designee.

   2.1 Consultant shall be required to attend meetings at City Hall and virtually 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 May 9, 2023, and will remain in effect for a period of two years from said date or until completion of construction of the project, 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 the 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 withing 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 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 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (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, 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 to the proportionate extent 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 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. City agrees that use the Consultant's complete work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at the City's own risk.

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: ecervantes@sogate.org

WITH COURTESY COPY TO:
City Clerk's Office
Yodit Glaze
City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org

TEL. (323) 563-9500 TEL: (323) 563-9510

CONSULTANT:
KOA Corporation (A wholly owned subsidiary of H.W. Lochner, Inc)
Giuseppe Canzonieri P.E.
Senior Engineer
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
gcanzonieri@koacorp.com
(323) 260-4703

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 May 9, 2023, 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: _____
Maria del Pilar Avalos, Mayor
Received + signed on
Dated: 7/11/2023

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

KOA CORPORATION:

By: _____
Giuseppe Canzonieri, P.E. Senior Engineer

By: Carlos Velasquez
Carlos Velasquez, AICP, Senior Planner

Dated: 6/15/2023

SCOPE OF WORK
Revised 4/13/2023 by G. Canzonieri (KOA)

TASK 1 – PROJECT MANAGEMENT / ADMINISTRATION / MEETINGS
Giuseppe Canzonieri, PE, will be the Project Manager. He is a senior engineer with 16 years of experience. He has extensive experience in the field of street improvements, pavement rehabilitation, geometric design, traffic signal design, traffic control design, pedestrian facilities, and handling municipal civil/traffic engineering-related services. He has also served as project manager and project engineer on many civil/ traffic engineering design projects for several cities in Southern California, including the City of South Gate.

Our Project Management services will include, but not be limited to:

- Attend a virtual kick-off meeting with the City's Project Manager and key staff to review the project in detail and discuss the City's requirements. We want to make sure everyone involved on our team understands the work scope, schedule, budget, and other important requirements to make the project a success.
- Ensure the scope of services is completed in a timely and professional manner.
- Attend up to three (3) meetings with City staff at the 30%, 60%, and 90% design stages.
- Attend up to twelve (12) virtual monthly progress meetings.
- Maintain communication with the City's Project Manager throughout the duration of the project including PS&E package status, meeting agendas and minutes, schedule updates, action items, etc.
- Maintain the project schedule, update it regularly to reflect any significant changes in the project and keep the City informed of these changes.
- Coordinate with the City's Project Manager to resolve project related issues in a timely manner. Potential complex issues will be brought to the attention of the City's Project Manager as soon as possible.
- Coordinate and manage KOA's sub-consultants.
- Project design review.

It is our understanding the City of South Gate will be managing and leading the community outreach effort with in-house staff. KOA will provide outreach support services for City Staff in their community outreach efforts. KOA will:

- Attend one (1) City Council meeting, provide a PowerPoint presentation, and answer questions for the public, committee, or Council members.
- Attend up to two (2) public outreach meetings for business owners and residents affected by the project within the limits of the project and prepare PowerPoint presentation. . We are assuming that one (1) outreach meeting will be in-person and one (1) will be virtual.

Preparation of materials will be limited to hours shown in fee proposal.

Task 1 Deliverables:

- Work Plan
- Schedule
- Agenda and minutes for each meeting
- Status reports
- City Council meeting PowerPoint presentation.

- Public outreach meeting PowerPoint presentation.
- Slides for PowerPoint presentations related to the design of the project, meeting materials, and information exhibits.

TASK 2 – AGENCY AND UTILITY COORDINATION

KOA will obtain a list from the City of utility companies known to own and operate facilities in the City of South Gate. KOA will send an email notice with our standard utility response form, and a map of the project site to all relevant utility companies. We will request information from them including record drawings of their facilities, prior rights information, and any planned upgrades expected in the near future. Utility responses will be logged and information regarding existing facilities will be shown on our plans. In some cases, the utility owner may require a request presented on City letterhead. We will coordinate these situations, if needed, with the City's Project Manager. KOA will provide the City Project Manager with a utility response list and maps and/or data received when all utility companies have responded. KOA will compile all as-builts received from the utility agencies and develop a utility base map that will be referenced into the project plans.

Southern California Edison

KOA will coordinate with Southern California Edison (SCE) for the proposed electrical design required for the proposed intersection safety lighting. We will coordinate our design and service loads with the SCE service planner to determine service points and design.

City of Huntington Park

KOA will coordinate with the City of Huntington Park for the review and approval of the California Avenue/Santa Ana Street traffic signal plan. We will revise the traffic signal plan per the City's comments and coordinate approval as required.

Utility Relocation Coordination

We have reviewed the proposed improvements and have determined that no major utility relocation coordination will be required. Utility adjustments on this project have been determined to be minor in nature (adjust to grade). KOA will coordinate with the City of South Gate Water Department for the relocation of fire hydrants.

Utility Potholing

C Below will perform utility potholing for the project. At the time we are assuming four (4) potholes will be required at the intersection of California Avenue/Sanata Ana Street. A standard pothole is 12 in x 12 in, 10-foot maximum depth, performed to the top of pipe or encasement. Potholes will be repaired with a sand backfill and a permanent surface patch. We are assuming that full concrete sidewalk panel repair will not be required.

Task 2 Deliverables:

- Utility as-built records and agency response list
- Utility potholing report.

TASK 3 – RECORDS RESEARCH AND FIELD REVIEWS

Records Research

KOA will work with the City to obtain record drawings and documents relevant to the project corridor. Record drawings and documents can include, but are not limited to existing improvement plans, topographic maps, assessor maps, centerline ties, corner records, as-built plans, utility plans, traffic counts, previous traffic studies, etc. We will send our requests for record drawings and documents through the City's Project Manager.

Field Review & Site Evaluation

Upon receipt of the topographic survey any available as-built records from the City, we will visit the project site to fully evaluate existing conditions. We will:

- Verify record drawings.
- Investigate and verify existing roadway geometry, including striping, pavement markings, and signage.
- Verify existing pull boxes, utility manholes/valves, traffic signal poles/equipment, street lighting, power poles, cabinets, fire hydrants, etc.
- We will document the site visit with photos and field notes.

Base Plan Preparation

Upon completion of our field review, we will prepare accurate base plans. The base plan will show existing centerlines, curb, gutter, sidewalk, landscaping, right-of-way, curb ramps, driveways, pavement delineations, markings, roadside signs, pull boxes, utility manholes/valves, power poles, fire hydrants, and all other information that was documented during our field review. We believe putting extra time and effort into the preparation of accurate base plans is a critical step because they will serve as the foundation of our design.

Task 3 Deliverables:

- Field notes and photos.

TASK 4 – DESIGN SURVEY

KDM Meridian, Inc. will provide a design level topographic survey for the project. Mapping will be accomplished by a ground survey with sections taken at an approximate 25-foot intervals and will include centerline, right-of-way, and all existing infrastructure within the survey limits at each location requiring street improvements.

Task 4 Deliverables:

- Topographic Survey w/ right-of-way information signed by a California licensed surveyor.

TASK 5 – CONSTRUCTION PLAN

After the preliminary engineering has been completed, we will begin preparing the 30% design for the proposed improvements. At the 30% design stage, we will be able to identify the feasibility and constructability of this project. We do not want to present concepts or designs to the City that cannot be built within the constraints established by the City or budget. We will be looking at the proposed improvements from a variety of perspectives including, but not limited to safety, functionality, constructability and available budget. By using this method, we can limit the number of changes at the 60% or even final design stage. KOA will also prepare a cost estimate that will be submitted with our

conceptual design. The purpose of this task will be to evaluate the proposed improvements against the overall project budget. We will provide one (1) revision to the 30% design and cost estimates.

Submittals will be made to the City at the 30%, 60%, 90%, and 100% stages. The submittal package will include:

- Title Sheet
- General Notes, Details and Typical Sections
- Street Improvement Plans
- Signing & Striping Plans
- Traffic Signal Plan
- Pedestrian Activated Flashing Beacon Plans

Street Improvement
KOA will prepare street improvement plans to accommodate the design of the proposed improvements in this project (curb ramps, curb extensions, slurry seal, etc.). The street improvement plans will include the design of the following:

- Southern Avenue/Victoria Ave – 2 curb ramps
- Southern Avenue/Elizabeth Avenue – 1 curb ramp
- Southern Avenue/Kauffman Avenue – slurry seal only
- California Avenue/Duane Way – 2 curb extensions
- California Avenue/Michigan Avenue – 2 curb extensions
- California Avenue/Tenaya Avenue – 2 curb extensions

Street improvement plans will be prepared at 1"=20' scale and will contain a detailed horizontal layout and construction notes. We will prepare 1"=5' details of the curb extensions and curb ramps showing design elevations, slopes, and applicable details.

Signing and Striping
Proposed signing and striping will be showing on the pedestrian activated flashing beacon plans. Separate signing and striping plans are excluded from the scope of work.

Traffic Signal
KOA will prepare a traffic signal modification plan at the intersection of California Avenue/Santa Ana Street to accommodate the installation of a protected left turn phase for California Avenue. The traffic signal plan will be prepared at 1"=20' scale and will show existing street improvements, centerlines, right-of-way lines, utilities of record, and proposed removal and installation of signal equipment. The drawings will include all notes, schedules, and other features required by the City to provide a complete traffic signal plan.

Pedestrian Activated Flashing Beacon Systems
Pedestrian activated flashing beacon systems include Rectangular Rapid Flashing Beacon (RRFB), In-Roadway Warning Light (IRWL), and Overhead Flashing Beacons. KOA will prepare plans at the following locations:

- Southern Avenue/Victoria Avenue – RRFB and safety lighting

- Southern Avenue/Elizabeth Avenue – RRFB and safety lighting
- Southern Avenue/Kauffman Avenue – RRFB and safety lighting
- California Avenue/Duane Way – Overhead flashing beacon, safety lighting, and IRWL
- California Avenue/Michigan Avenue – Overhead flashing beacon, safety lighting, and IRWL
- California Avenue/Tenaya Avenue – Overhead flashing beacon, safety lighting, and IRWL

The pedestrian activated flashing beacon plans will be prepared at 1"=20' scale and will show existing and proposed street improvements, centerlines, right-of-way lines, utilities of record, existing signing and striping and proposed signing and striping improvements and proposed installation of applicable equipment. The drawings will include all notes, schedules, and other features required by the City to provide a complete design plan.

Traffic Signal Timing
KOA will prepare traffic signal timing sheets in the City-required format to accommodate the operational changes and improvements at the intersection of California Avenue/Santa Ana Street. The signal timing will be designed in accordance with the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) standards and City of South Gate requirements.

Task 5 Deliverables:
- Plan submittals at 30%, 60%, 90% & 100% design stages

TASK 6 – TECHNICAL SPECIFICATIONS
KOA will prepare the technical specifications using the City's boilerplate template. We will use the Standard Specifications for Public Works Construction (latest edition) and Caltrans Standard Specifications throughout the course of this project as a basis for specification preparation. Specifications will be submitted at the 60%, 90% and 100% design stages.

Task 6 Deliverables:
- Technical Provisions at the 60%, 90% and 100% design stages

TASK 7 – COST ESTIMATES
KOA will update the cost estimates based on the refinement of the quantities throughout the project. Cost estimates will be submitted at the 30%, 60%, 90% and 100% design stages.

Task 7 Deliverables:
- Cost Estimates at the 30%, 60%, 90% and 100% design stages

TASK 8 – REQUEST FOR AUTHORIZATION TO PROCEED WITH CONSTRUCTION
Avant Garde, Inc. (AGI) will prepare and submit all necessary forms and exhibits as required by the Caltrans Local Assistance Procedures Manual to secure project funding and authorization to proceed with the construction phase of the project. AGI will prepare and submit the following:

- Preliminary Environmental Study (PES)
- Right-of-Way Certification
- Request for Authorization to Proceed with Construction

- PS&E Checklist
- Local Agency Construction Contract Administration Checklist
- Disadvantaged Business Enterprise Contract Goal Methodology

Preparation and submittal of additional forms not listed above is excluded from the scope of work.

Task 8 Deliverables:

- Electronic and hard copy of all documents listed above.
- Electronic and hard copy of all final approved documents listed above.

TASK 9 – CONSTRUCTION BIDDING PHASE SERVICES

KOA will assist the City in the preparation of the Construction Bid Package, advise the City on the appropriate response to bidder's technical questions, prepare plans, specifications and/or quantity estimates to be issued as addenda as the City determines appropriate. We will also provide the following support during the construction bidding phase and advertising period:

- Attend pre-bid meeting.
- Log questions and responses to bidders' questions regarding the bid documents.
- Provide response to contractor's RFIs. It is assumed five (5) RFIs will be responded to.
- Evaluate need for addendum to bid documents in response to bidders questions and prepare addendum if required by City.

Construction bidding phase services will be limited to 24 hours as shown in the fee proposal.

Task 9 Deliverables:

- Construction Bid Package
- Addenda, as necessary
- Log of bidder inquiries
- RFI responses

TASK 10 – CONSTRUCTION SUPPORT SERVICES

KOA will provide construction support services during construction. These services include, but are not limited to pre-construction meetings, job walks, project site meetings, responding to RFIs, review and approval of contractor submittals, minor plan revisions, etc. Construction support services will be limited to 80 hours as shown in the fee proposal.

Task 10 Deliverables:

- RFIs, submittals, minor plan revisions, etc.

TASK 11 – PREPARE RECORD DRAWINGS (AS-BUILTS)

At the completion of construction, KOA will prepare record drawings solely based on redlined plans provided by the City's Construction Manager and Contractor. Field reviews are excluded from this task.

Task 11 Deliverables:

- Record drawings on Mylar, AutoCAD, and PDF.

SCOPE ASSUMPTIONS & EXCLUSIONS

Below is a list of our assumptions for this project:

- Any plan check fees required by outside agencies will be paid for by the City and are not included in our scope/fee.
- Temporary construction easement documents and exhibits are excluded from the scope of work.
- We have assumed a left turn warrant analysis has been prepared for the proposed protected left turn phase at the California Avenue/Santa Ana Street intersection.
- Monthly status meetings will be teleconference.
- Ground penetrating radar is excluded from the scope of work.
- Technical provisions at the 30% design stage are excluded from the scope of work.
- Coordination with private property owners is excluded from our scope of work.

FEE PROPOSAL

CITY OF SOUTH GATE

TRAFFIC IMPROVEMENTS AT VARIOUS LOCATIONS ALONG CALIFORNIA AVENUE AND SOUTHERN AVENUE

DELIVERABLES	KOA							SUB-CONSULTANTS			TEAM TOTAL
	Principal I	PM / Senior Engineer II	Senior Associate Engineer I	Associate Engineer I	Total Hours	Other Direct Costs	KOA TOTAL	AGI Funding Admin.	KDM Survey	C Below Potholing	
Hourly Rates (Fully Burdened)	$260.00	$249.00	$145.00	$115.00							
BASE SERVICES - ALL PROJECTS COMBINED											
TASK 1: PROJECT MANAGEMENT / ADMINISTRATION / MEETINGS											
Kick-off Meeting		2	2		4		$788.00				$788.00
Design Submittal Meetings (3)		6	6		12	$100.00	$2,464.00				$2,464.00
Monthly Meetings (12)		6	6		12		$2,364.00				$2,364.00
General Project Management		20			20		$4,980.00				$4,980.00
Outreach Meetings (2)		6			6	$100.00	$1,594.00				$1,594.00
City Council Meeting (1)		4			4	$25.00	$1,021.00				$1,021.00
Preparation of Presentation & Exhibits		2	4	24	30		$3,838.00				$3,838.00
SUBTOTAL		**46**	**18**	**24**	**88**	**$225.00**	**$17,049.00**				**$17,049.00**
TASK 2: AGENCY AND UTILITY COORDINATION											
Utility Research, Notifications, and Existing Utility Base				40	40	$500.00	$5,100.00				$5,100.00
Utility Relocation Coordination			4		4		$580.00				$580.00
SCE Coordination			6		6		$870.00				$870.00
City of Huntington Park Coordination			4		4		$580.00				$580.00
Utility Potholing			8		8	$25.00	$1,185.00			$6,230.00	$7,415.00
SUBTOTAL			**22**	**40**	**62**	**$525.00**	**$8,315.00**			**$6,230.00**	**$14,545.00**
TASK 3: RECORDS RESEARCH AND FIELD REVIEWS											
Records Research				4	4		$460.00				$460.00
Field Review & Site Evaluation		6	30	30	66	$100.00	$9,394.00				$9,394.00
Base Preparation			8	48	56		$6,680.00				$6,680.00
SUBTOTAL		**6**	**38**	**82**	**126**	**$100.00**	**$16,534.00**				**$16,534.00**
TASK 4: DESIGN SURVEY											
Topographic Survey			2		2		$290.00		$19,750.00		$20,040.00
SUBTOTAL			**2**		**2**		**$290.00**		**$19,750.00**		**$20,040.00**
TASK 5: CONSTRUCTION PLANS											
30% Submittal											
30% Design Plans	2	8	12	80	102		$13,452.00				$13,452.00
60% Submittal											
60% Design Plans	10	15	17	322	364		$45,830.00				$45,830.00
90% Submittal											
90% Design Plans	4	12	16	120	152		$20,148.00				$20,148.00
100% Submittal											
100% Design Plans	2	4	8	60	74		$9,576.00				$9,576.00
SUBTOTAL	**18**	**39**	**53**	**582**	**692**		**$89,006.00**				**$89,006.00**
TASK 6: TECHNICAL SPECIFICATIONS											
Technical Provisions @ 60%, 90%, & 100%	4	4	24		32		$5,516.00				$5,516.00
SUBTOTAL	**4**	**4**	**24**		**32**		**$5,516.00**				**$5,516.00**
TASK 7: COST ESTIMATES											
Cost Estimates @ 30%, 60%, 90%, & 100%	2	4	8	24	38		$5,436.00				$5,436.00
SUBTOTAL	**2**	**4**	**8**	**24**	**38**		**$5,436.00**				**$5,436.00**
TASK 8: REQUEST FOR AUTHORIZATION TO PROCEED WITH CONSTRUCTION											
Existing Records Review, Project Initiation, & Coordination								$2,740.00			$2,740.00
Preliminary Environmental Study (PES)			2		2		$290.00	$1,535.00			$1,825.00
Right-of-Way Certification			8		8		$1,160.00	$1,535.00			$2,695.00
Request for Authorization to Proceed with Construction			1		1		$145.00	$2,645.00			$2,790.00
SUBTOTAL			**11**		**11**		**$1,595.00**	**$8,455.00**			**$10,050.00**
TASK 9: CONSTRUCTION BIDDING PHASE SERVICES											
Bidding Phase Support		6	18		24	$25.00	$4,129.00				$4,129.00
SUBTOTAL		**6**	**18**		**24**	**$25.00**	**$4,129.00**				**$4,129.00**
TASK 10: CONSTRUCTION SUPPORT SERVICES											
Construction Support Services		16	48	16	80	$100.00	$12,884.00				$12,884.00
SUBTOTAL		**16**	**48**	**16**	**80**	**$100.00**	**$12,884.00**				**$12,884.00**
TASK 11: PREPARE RECORD DRAWINGS (AS-BUILTS)											
Record Drawing Preparation		2	4	12	18		$2,458.00				$2,458.00
SUBTOTAL		**2**	**4**	**12**	**18**		**$2,458.00**				**$2,458.00**
TOTAL BASE SERVICES	**24**	**123**	**246**	**780**	**1,173**	**$975.00**	**$163,212.00**	**$8,455.00**	**$19,750.00**	**$6,230.00**	**$197,647.00**

NTE

Revised 4/11/2023 - G. Canzonieri

Office of the
South Gate City Clerk

JUN 17 2026

FILED

6:15pm

Item No. 5

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **June 23, 2026**
Originating Department: **Public Works**

Department Head: Arturo Cervantes
Arturo Cervantes

City Manager: Rob Houston
Rob Houston

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2024-82-CC WITH MARIPOSA LANDSCAPE SERVICES, LLC., FOR ANNUAL CITYWIDE LANDSCAPING AND GENERAL MAINTENANCE SERVICES.

PURPOSE: To approve Amendment No. 2 to Contract No. 2024-82-CC ("Amendment No. 2") with Mariposa Landscape Services, LLC. ("Mariposa"), to secure additional landscape maintenance services necessary for the newly installed landscape improvements within the Tweedy Mile District.

RECOMMENDED ACTION: The City Council will consider:

a. Approving Amendment No. 2 to Contract No. 2024-82-CC with Mariposa Landscape Services, LLC. ("Agreement"), to secure additional landscape maintenance services necessary for the newly installed landscape improvements located within the Tweedy Mile District as well as to perform one-time landscape and irrigation improvements at six median locations along Firestone Boulevard, in an amount not to exceed $205,690; and

b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: Amendment No. 2 is in the amount of $205,690 and will be funded with Street Lighting and Landscaping Maintenance District (SL&LMD) Funds. Funding will be budgeted in Fiscal Years 2026/27 and 2027/28 through the Public Works Department operating budgets, as summarized below. The SL&LMD Fund is in a deficit, thus related expenditures are typically subsidized by the General Fund and restricted funds such as the Gas Tax and transportation funds.

Scope of Work	FY 2026/27	FY 2027/28	Amendment No. 2
Tweedy Mile Maintenance	$91,380	$91,380	**$182,760**
Firestone Median Improvements	$22,930		**$22,930**
Total	**$114,310**	**$91,380**	**$205,690**

ANALYSIS: The City contracts with Mariposa to provide citywide landscaping and general maintenance services for landscaped medians, commercial corridors, parking lots, and other City-owned facilities. Recently, new landscaped areas were installed within the Tweedy Mile

District as part of corridor beautification improvements. These landscaped areas now require ongoing maintenance to preserve plant health, maintain aesthetic quality, and ensure the long-term sustainability of the improvements.

Amendment No. 2 will expand Mariposa's existing scope of work to include maintenance services for the newly landscaped areas within the Tweedy Mile perimeter. Services include hand watering twice per week, maintenance of flower beds, replacement of plant materials, and annual mulch refreshment. Mariposa submitted a proposal dated May 12, 2026, in the amount of $7,615 per month, or $91,380 annually. The proposed amendment includes two years of maintenance services totaling $182,760.

In addition, six unfinished landscape median cut-out locations along Firestone Boulevard currently remain unimproved. These locations consist of exposed dirt areas within landscaped medians that were intended for future landscaping improvements. The proposed work includes removal of unsuitable material, extension of drip irrigation, placement and compaction of decomposed granite, and installation of forty-eight (48) five-gallon Foxtail Agaves. Mariposa submitted a proposal dated May 20, 2026, in the amount of $22,930 to complete the improvements.

Approval of Amendment No. 2 will ensure that the Tweedy Mile landscape improvements are properly maintained and that the remaining median landscaping along Firestone Boulevard is completed consistent with the City's beautification objectives and maintenance standards.

BACKGROUND: The City operates and maintains landscaping and irrigation systems located throughout public streets, landscape medians, parking lots, and other City-owned facilities. Under Contract No. 2024-82-CC, Mariposa Landscape Services provides citywide landscaping and general maintenance services, including landscape maintenance, irrigation system repairs, trash abatement, pressure washing, weed control, and other related grounds maintenance activities.

On October 22, 2024, the City Council approved Contract No. 2024-82-CC with Mariposa in the amount of $1,361,016 for annual citywide landscaping and general maintenance services for a three-year term. On July 8, 2025, the City Council approved Amendment No. 1 to expand services associated with newly constructed medians and restoration projects throughout the City for a not-to-to-exceed amount of $451,370.

Since approval of Amendment No. 1, additional landscaping improvements have been installed within the Tweedy Mile District that were not included in the original Agreement or Amendment No. 1. These newly landscaped areas now require ongoing maintenance services to preserve plant health, maintain aesthetic quality, and ensure the long-term sustainability of the improvements. Amendment No. 2 provides $91,380 annually to fund landscape maintenance services within the Tweedy Mile District.

Additionally, several unfinished landscape cut-out areas remain along Firestone Boulevard medians. These locations were originally intended to receive landscaping improvements but currently consist of exposed dirt areas within the median islands. Amendment No. 2 will provide irrigation and landscaping improvements at six locations to complete the median enhancements and improve corridor aesthetics.

ATTACHMENTS:
A. Amendment No. 2
B. Amendment No. 1
C. Mariposa Contract 2024-82-CC
D. Mariposa Quote Tweedy Mile Maintenance
E. Mariposa Quote Firestone Cut-Outs
Exhibit A Scope of Services
Exhibit B Fee Proposal

AMENDMENT NO. 2 TO CONTRACT NO. 2024-82-CC FOR ANNUAL CITYWIDE LANDSCAPING AND GENERAL MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND MARIPOSA LANDSCAPE SERVICES, LLC.

This Amendment No. 2 to Contract No. 2024-82-CC for Professional Annual Citywide Landscaping and General Maintenance ("Agreement") is made and entered into on June 23, 2026, by and between the City of South Gate, a municipal corporation ("City"), and Mariposa Landscape Services, LLC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on October 22, 2024, the City Council approved Contract No. 2024-82-CC with Consultant ("Agreement") for Annual Citywide Landscaping and General Maintenance Services, in the amount of One Million **Three Hundred Sixty-One Thousand Sixteen Dollars** ($1,361,016); and

WHEREAS, on July 8, 2025, the City Council approved Amendment No. 1 to Contract No. 2024-82-CC for additional landscape maintenance and restoration services, in an amount not to exceed **Four Hundred Fifty-One Thousand Three Hundred Seventy Dollars ($451,370)**, bringing the aggregate total contract amount to **One Million Eight Hundred Twelve Thousand Three Hundred Eighty-Six Dollars ($1,812,386);** and

WHEREAS, City and Consultant desire to execute Amendment No. 2 to Contract No. 2024-82-CC for additional landscape maintenance services within the Tweedy Mile District and one-time landscape and irrigation improvements at six median locations along Firestone Boulevard, in an amount not to exceed **Two Hundred Five Thousand Six Hundred Ninety Dollars ($205,690)**, under the terms and conditions of the Agreement, Amendment No. 1, and Amendment No. 2, bringing the aggregate total of the Agreement, Amendment No. 1, and Amendment No. 2 to **Two Million Eighteen Thousand Seventy-Six Dollars ($2,018,076).**

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF WORK

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.

1.2 COMPENSATION. The total amount of compensation for Amendment No. 2 shall not exceed the sum of **Two Hundred Five Thousand Six Hundred Ninety Dollars ($205,690)** as described in Exhibit "B" attached hereto and made part of this Agreement.

City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement and Amendment No. 2. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.2.1 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 the Consultant of its obligations under this agreement.

1.2.2 The Consultant shall submit to the City a bill of services within fifteen (15) calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.3 TERM OF AGREEMENT. This Agreement will remain in effect through October 31, 2027, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

2. EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: DRAFT _____
Raúl F. Salinas, City Attorney

MARIPOSA LANDSCAPE SERVICES, LLC:

By: _____
Terry Noriega, President

Dated: _____

Item No. 6

Office of the
South Gate City Clerk

JUL 02 2025 6:08pm
FILED

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **July 8, 2025**

Originating Department: **Public Works**

Department Head: *Arturo Cervantes* *City Manager:* *Rob Houston* For Rob Houston

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2024-82-CC WITH MARIPOSA LANDSCAPE SERVICES, LLC., FOR ANNUAL CITYWIDE LANDSCAPING AND GENERAL MAINTENANCE SERVICES

PURPOSE: To approve Amendment No. 1 to Contract No. 2024-82-CC ("Amendment No. 1") with Mariposa Landscape Services, LLC (Mariposa), for additional services necessary to maintain the newly constructed landscaped medians on Garfield Avenue and Long Beach Boulevard, as well as to complete a one-time vegetation restoration of the road medians with missing plants.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 1 to Contract No. 2024-82-CC with Mariposa Landscape Services, LLC ("Agreement"), to include additional services for the annual maintenance of newly constructed and landscaped medians along Garfield Avenue and Long Beach Boulevard, as well as a one-time vegetation restoration project for street medians citywide, an irrigation water control equipment replacement, and a contingency fee for a total amount not to exceed $451,370; and
b. Authorizing the Mayor to execute Amendment No. 1, in a form acceptable, to the City Attorney.

FISCAL IMPACT: There is no impact on the General Fund. Amendment No. 1 to the Agreement, in the amount of $451,370 will be funded with $275,462, in Measure R Funds proposed to be budgeted in the Fiscal Year 2025/26 Public Works Operations Budget and $175,908 in Measure R Funds planned to be budgeted in the Fiscal Year 2026/27 Public Works Operations Budget, as summarized below.

Funding Sources	Year 1 FY 2024/25	Year 2 FY 2025/26	Year 3 FY 2026/27	Total Contract Amount
Contract No. 2024-82-CC	$453,672	$453,672	$453,672	**$1,361,016**
Street Lighting & Landscape	$41,914	$62,872	$62,872	$167,658
Measure R	$203,883	$78,988	$78,988	$361,859
Water Fund	$59,318	$88,975	$88,975	$237,268
Gas Tax	$112,594	$168,892	$168,892	$450,378
Proposition A	$35,963	$53,945	$53,945	$143,853
Amendment No. 1 – Measure R		**$275,462**	**$175,908**	**$451,370**
Total	**$453,672**	**$729,134**	**$629,580**	**$1,812,386**

ANALYSIS: The City of South Gate ("City") contracts with Mariposa to maintain landscaped street medians along major roadways, as well as other City-owned properties, including parking lots and tree wells. This amendment will expand Mariposa's scope of work to include maintenance of newly constructed street medians and a one-time median restoration project.

Now that the establishment period for the newly constructed landscape medians on Long Beach Boulevard and Garfield Boulevard have expired, the City is responsible for their ongoing maintenance. Amendment No. 1 provides $133,908, annually for maintenance of the new center medians on these two corridors and $42,000, annually for maintenance on the median located at the intersection of Garfield and Miller Way. The total annual maintenance costs for these median sites are $175,908.

Additionally, over the past several years, the condition of the landscaped medians, particularly along Firestone Boulevard and at the intersection of Garfield Avenue and Miller Way, have noticeably deteriorated, impacting their appearance and reducing the overall visual quality of these prominent corridors. Amendment No. 1 includes a one-time median restoration project, totaling (a) $83,639 for road medians along Firestone Boulevard; (b) $4,900 for a road median located at the intersection of Garfield Avenue and Miller Way; (c) $10,000 contingency fee for unexpected costs or unforeseen issues related to the restoration project, and (d) a one-time cost of $1,015 for the purchase and installation of an irrigation control unit for preserving median vegetation. The total restoration costs are $99,554.

For Fiscal Year 2025/26, the total annual maintenance and restoration cost is $275,462. For Fiscal Year 2026/27, the total annual maintenance cost is $175,908. The total combined cost for Amendment 1 is $451,370. This brings the overall contract value to $1,812,386, which includes the original contract amount of $1,361,016 and $451,370 from Amendment 1.

BACKGROUND: The City is responsible for maintaining a variety of public spaces and facilities located along streets and sidewalks. These include landscaped center medians, vacant lots, retaining walls, bus stops, sidewalks, parking lots, and commercial corridors such as Tweedy Mile and the Hollydale Shopping Center. Regular landscaping and general maintenance are essential to ensuring these areas remain clean, safe, and visually appealing.

On October 22, 2024, the City Council approved a three-year agreement with Mariposa Landscape Services, LLC, in the amount of $1,361,016 for landscaping and maintenance of various City-owned properties, including landscape medians.

At the time the Agreement was approved, newly constructed medians along Long Beach Boulevard, Garfield Avenue, and other locations were not yet included in the contract, as they were still under the maintenance responsibility of the construction contractor during the 120- to 180-day plant establishment period. With the expiration of those periods, the City must now assume maintenance responsibility. Amendment No. 1 to the Agreement provides the necessary services to support both ongoing and one-time landscape improvements.

ATTACHMENTS: A. Amendment No. 1 (including Exhibits A & B)
B. Contract No. 2024-82-CC*

*Each document is available for review through the City Clerk's Office.

JA:lc

Attachment A

AMENDMENT NO. 1 TO CONTRACT NO. 2024-82-CC FOR ANNUAL CITYWIDE LANDSCAPING AND GENERAL MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND MARIPOSA LANDSCAPE SERVICES, LLC.

This Amendment No. 1 to Contract No. 2024-82-CC for Professional Annual Citywide Landscaping and General Maintenance("Agreement") is made and entered into on July 8, 2025, by and between the City of South Gate, a municipal corporation ("City"), and Mariposa Landscape Services, LLC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on October 22, 2024, the City Council approved Contract No. 2024-88-CC with Consultant ("Agreement") for Annual Citywide Landscaping and General Maintenance Services, in the amount of One Million, Three Hundred Sixty-One Thousand Sixteen Dollars ($1,361,016); and

WHEREAS, City and Consultant desire to execute Amendment No.1 to the Agreement for Professional Annual Citywide Landscaping and General Maintenance Services, in an amount not to exceed **Four Hundred Fifty One Thousand Three Hundred Seventy Dollars ($451,370)** under the terms and conditions of the Agreement, Amendment No. 1, bringing the aggregate total of the Agreement and Amendment No. 1, to **One Million, Eight Hundred Twelve Thousand Three Hundred Eighty-Six Dollars ($1,812,386).**

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF WORK

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.

1.2 COMPENSATION. The total amount of compensation for Amendment No. 1, shall not exceed the sum of **Four Hundred Fifty-One Thousand Three Hundred Seventy Dollars ($451,370)** as described in Exhibit "B" attached hereto and made part of this Agreement. City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement, Amendment No. 1. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.2.1 No payment made hereunder by the 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 the Consultant of

its obligations under this agreement.

1.2.2 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.3 TERM OF AGREEMENT. This Agreement will remain in effect through October 31, 2027, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

2. EFFECT OF AMENDMENT. Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

MARIPOSA LANDSCAPES, INC.:

By: _____
Terry Noriega, President

Dated: _____

EXHIBIT A

SCOPE OF WORK

Water Wells – No. 28 and No. 29

This amendment adds Water Wells 28 and 29 to the original contract scope of work under section II. Street Median Maintenance District. The following items shall continue the numeric sequence:

xxv. City Water Well Site No. 29 – Santa Fe Tank, 2700 Ardmore Avenue

This location is situated on the southeast corner of Ardmore Avenue and Santa Fe Avenue, this site requires the removal of weeds, debris, and trash from both inside and outside the facility, including the adjacent sidewalk. Maintenance also includes trimming and pruning of existing vegetation along the perimeter wall. All vegetation must be maintained below the height of the existing barbed wire to avoid obstruction and access.

xxvi. City Water Well Site No. 28 – Elizabeth Booster Station, 3414 Ardmore Avenue.

This location is situated between Virginia Avenue and Dearborn Avenue. This location requires the removal of weeds, debris, and trash from within and around the facility. Vegetation along the perimeter wall must be trimmed, and the surrounding area—particularly near the sidewalk—must be kept clean. All plant growth must remain below the height of the existing barbed wire to avoid obstruction and access.

All maintenance activities for these additional locations shall comply with the standards and requirements specified in the original contract specifications. All other terms and conditions of the original contract remain unchanged and in full force and effect.

Street Medians – Located on Garfield Ave. and Long Beach Blvd.

This amendment adds Items 8 and 9 to the original contract scope of work under section II. Street Median Maintenance District. The following items shall continue the numeric sequence listed under maintenance locations:

8. **Garfield Avenue** – *Medians from Monroe Avenue to Firestone Boulevard.*

9. **Long Beach Boulevard** – *Medians from Tweedy Boulevard to Santa Ana Street.*

All maintenance activities for these additional locations shall comply with the standards and requirements specified in the original contract specifications. All other terms and conditions of the original contract remain unchanged and in full force and effect.

Street Median – @ Garfield Ave./Miller Way
This amendment adds a one-time vegetation restoration project to the original contract scope of work on a pork shop island located at the intersection of Garfield Ave. and Miller Way.

The Contractor shall furnish all labor, materials, tools, and equipment necessary to install the vegetation and perform monthly landscape maintenance service, as shown below, which is under the original contract scope of work.

- Plant sixty-five (65) Foxtail Agaves in 5-gallon containers
- Install 14 cubic yards of mulch (mulches be provided by the city at no cost to the contractor).
- Perform weed abatement throughout designated areas.
- Conduct hand-watering using a water buffalo trailer.

Irrigation Control Equipment Replacement
This amendment adds to the original contract scope of work a one-time irrigation control equipment purchase and installation labor costs at the corporate yard lawn

Alameda Collector Street - Between Tweedy Boulevard and Seminole Avenue
This amendment adds Alameda Street Between Tweedy Boulevard and Seminole Avenue West side of the Road to the original contract scope of work under section II. Street Median Maintenance District.

> *The street coordinates are on the west side of East Alameda Street, between Seminole Avenue and Tweedy Boulevard. The areas that need care include both paved and dirt surfaces, garden beds, and landscaped spots. The job involves trimming the ivy around the outside of the fence and getting rid of weeds, trash, and other debris. The area outside the fence should also be cleaned, especially around the bushes and along the curb, gutter, and street.*

Firestone Restoration Project – Street Median Vegetation Re-Planting
The Contractor shall furnish all labor, materials, tools, and equipment necessary to install and establish vegetation at designated street median locations throughout the City. This work includes the removal of any dead, missing, or declining plant material and the replacement with the specific plant species and quantities listed below. All work shall be performed in accordance with industry's best practices and to the satisfaction of the City.

The Contractor is expressly obligated to plant the following vegetation, as noted in Exhibit B – Fee Proposals, and as directed by the City Representative:

- *6 five-gallon Carrissa – Green Carpet*
- *170 one-gallon Garlic*
- *120 Flats of Senecio*
- *95 five-gallon Juncus*
- *80 one-gallon Blue Fescue*

- *145 five-gallon Agave Variegata - Gold*
- *100 five-gallon Agave Variegata*
- *135 one-gallon Lantana - Purple*
- *135 one-gallon Lantana - Purple and White Mix*
- *50 one-gallon Lantana - White*
- *45 one-gallon Lantana – Yellow*

- *160 five-gallon Agave Attenuata*
- *12 five-gallon Yucca*
- *15 one-gallon Dalea Greggii X*
- *30 five-gallon Gaillardia Aristata X*
- *8 five-gallon Flax X*
- *6 five-gallon Flax Dwarf*
- *60 five-gallon Aloe Striata*
- *19 five-gallon Aloe Striata*

Additional Designated Sites

- *43 five-gallon Aloe Striata – Imperial Hwy. Median*
- *90 five-gallon Carrissa – Green Beauty @ Alameda Street Between Tweedy/Seminole*

All plant materials shall be healthy, free from pests and disease, and meet the size and quality standards approved by the City. Substitutions shall not be permitted without prior written approval from a City Representative.

All maintenance activities for additional locations listed under Amendment No. 1 shall comply with the standards and requirements noted in the original contract specifications. All other terms and conditions of the original contract remain unchanged and in full force and effect.

EXHIBIT B

MARIPOSA
LANDSCAPES INC

PROPOSAL

June 13, 2025

Eric Mirzaian
City of South Gate
Department of Public Works
8650 California Ave., South Gate, CA 90280

Monthly Maintenance Pricing Per the Garfield Median plans from Howley to Firestone/Long Beach Median plans from Santa Ana St to Tweedy Blvd/Alameda Parkways from Tweedy (south) to Seminole/Well Sites @ 2700 & 3414 Ardmore

Description	This proposal is for monthly landscape maintenance per the above-mentioned areas per the site plans provided. The areas will be maintained on a weekly basis.	
Total Price	Total price for above-described work	$11,159.00

Respectfully submitted,

Craig Johnson – Branch Manager
craig.johnson@mariposa-ca.com
(714)686-3560 cell (626) 960-8477 fax

Eric Mirzaian
Signature and Date

MARIPOSA LANDSCAPES INC.

6232 Santos Diaz, Irwindale CA 91702
Tel. 626 960-0196, Fax 626 960-8477 - Contractor License No: 592268

To: City of South Gate
Eric Mirzaian
4244 Santa Ana Street

South Gate CA 90280

Tel.: 323-357-5804 Ext.: Fax
Email: jpreciado@sogate.org

Date 02/25/2026
Proposal No. 100369

Your Ref. No.
Your Ref. No.
Date Requested

MLI Job No. 91-24003

Prepared By: Miguel Medina
miguel.medina@mariposa-ca.com
626-991-4219

Citywide Median Plant Infill providing labor, equipment soil prep & planting

Firestone between Garfield & 710
6-5/g Carissa Green Carpet $45.00 = $270.00

Firestone between Rayo & Atlantic
36-Flats Senecio X $45.00 = $1,575.00
100-1/g Garlic X $18.00 = $1,800.00
35-5/g Junkis X $45.00 = $1,575.00
40-1/g Blue Fescue X $18.00 = $720.00

Firestone between Atlantic & Azalea
20-Flats Senecio x $45.00 = $900.00
70-1/g Garlic X $18.00 = $1,260.00
60-5/g Junkus X $45.00 = $2,700.00
40-1/g Blue Fescue X $720.00

Firestone between Azalea & Alexander
20-1/g Purple/White Lantana X $18.00 = $720.00

Firestone between Alexander & Otis
20-1/g Purple/White Lantana X $18.00 = $720.00
30-5/g Agave Attenuatta x $45.00 = $1,350.00

Firestone between Otis St. & San Miguel
35-1/g Purple/White Lantana X $18.00 = $630.00
30-5/g Agave Attenuatta x $45.00 = $1,350.00
20-5/g Agave Varigata Gold X $45.00 = $900.00

Firestone between San Miguel & San Juan
26-5/g Agave Varigata Gold X $45.00 = $1,125.00
30-5/g Agave Attenuata X $45.00 = $1,350.00
40-1/g Purple Lantana X $18.00 = $720.00
10-1/g White Lantana X $18.00 = $180.00
20-5/g Agave Varigata X $45.00 = $900.00

Firestone between San Juan & California
25-5/g Agave Varigata Gold X $45.00 = $1,125.00
30-5/g Agave Attenuata X $45.00 = $1,350.00
45-1/g Purple Lantana X $18.00 = $810.00
20-5/g Agave Varigata X $45.00 = $900.00

Firestone between California & Elizabeth
10-5/g Agave Varigata Gold X $45.00 = $450.00
10-5/g Agave Attenuata X $45.00 = $450.00
35-1/g Purple Lantana X $18.00 = $630.00
20-5/g Agave Varigata X $45.00 = $900.00

Firestone between Elizabeth & State
25-5/g Agave Varigata Gold X $45.00 = $1,125.00
10-5/g Agave Attenuata X $45.00 = $450.00
20-1/g White Lantana X $18.00 = $360.00
20-5/g Agave Varigata X $45.00 = $900.00

Firestone between State & Garden View
20-5/g Agave Varigata Gold X $45.00 = $900.00
10-5/g Agave Attenuata X $45.00 = $450.00
15-1/g Purple Lantana X $18.00 = $270.00
20-1/g White Lantana X $18.00 = $360.00
10-5/g Agave Varigata X $45.00 = $450.00

Firestone between Garden View & Long Beach Blvd.
20-5/g Agave Varigata Gold X $45.00 = $900.00
10-5/g Agave Varigata X $45.00 = $450.00

25-1/g White/Purple Lantana X $18.00 = $450.00

Firestone between Santa Fe & Calden
10-5/g Agave Attenuata X $45.00 = $450.00
60-5/g Aloe Striata X $45.00 = $2,700.00
35-1/g White/Purple Lantana X $18.00 = $630.00
65 flats Senecio X $45.00 = $2,925.00
12- 5/g Yucca X $65.00 = $780.00
15- 1/g Dalea greggii X $18.00 = $270.00
30-1/g Gaillardia Aristata X $18.00 $234.00

Firestone between Garfield & Paseo
8-5/g Flax X $45.00 = $360.00
6-5/g Flax Dwarf $45.00 = $270.00
45-1/g Yellow Lantana X $18.00 = $810.00

Plant Total $43,854.00
Equipment & Soil Prep $2,995.00
Labor $29,950.00

Blooming Plant Material That Will Soon Die and Was Not Included In The Original Proposal Located Within The Firestone Blvd Medians and Imperial Hwy Median.
19-5/g Aloe Striata X $45.00 = $855.00
43-5/g Aloe Striata X $45.00 = $1,935.00

Alameda St between between Tweedy & Seminole
90 - 5/g Carissa Green Beauty X $45.00 = $4,050.00

Grand Total $83,639.00

Price **$83,639.00**

Eighty Three Thousand Six Hundred Thirty Nine And 00/100 US Dollar

Terms As allowed by current agreement.

Exclusions All prevailing wages, design, permits, night and weekend work, any unforseen underground obstacles, and anything not mentioned.

Time Project start date is currently 30 days after acceptance.

Completion time for this project as specified is 30 working days.

Limits Time limit for the acceptance of this proposal is 60 calendar days from the above date.

Acceptance

Miguel Medina
Mariposa Landscapes Inc.

Eric Mirzaian
City of South Gate

Date

MARIPOSA LANDSCAPES INC.

6232 Santos Diaz, Irwindale CA 91702
Tel. 626 960-0196, Fax 626 960-8477 - Contractor License No: 592268

To: City of South Gate
Eric Mirzalan
4244 Santa Ana Street

South Gate CA 90280

Tel.: 323-357-5804 Ext.: Fax
Email: jpreciado@sogate.org

Date 04/08/2025
Proposal No. 101418

Your Ref. No.
Your Ref. No.
Date Requested

MLI Job No. 91-24003

Prepared By: Miguel Medina
miguel.medina@mariposa-ca.com
626-991-4219

Public Works City Yard - Irrigation Control Replacement

This proposal will cover the replacement of the Irrigtraion controller located with the Public Works City Yard. the current controller buttons are non functional and a new controller needs to be Install. New controller to be Install is a Rain Bird ESPLXME Modular Controller.

Price **$1,015.00**

One Thousand Fifteen And 00/100 US Dollar

Terms As allowed by current agreement.

Exclusions All prevailing wages, design, permits, night and weekend work, any unforeseen underground obstacles, and anything not mentioned.

Time Project start date is currently 3 days after acceptance.

Completion time for this project as specified is 1 working days.

Limits Time limit for the acceptance of this proposal is 30 calendar days from the above date.

Acceptance

Miguel Medina
Mariposa Landscapes Inc.

Eric Mirzalan
City of South Gate

Date

MARIPOSA LANDSCAPES INC.
6232 Santos Diaz, Irwindale CA 91702
Tel. 626 960-0196, Fax 626 960-8477 - Contractor License No: 592268

Date 12/11/2024
Proposal No. 098848

Your Ref. No.
Your Ref. No.
Date Requested

MLI Job No. 91-24003

Prepared By: Miguel Medina
miguel.medina@mariposa-ca.com
626-991-4219

For: City of South Gate
Juan Preciado
4244 Santa Ana Street

South Gate CA 90280

Tel.: 323-357-5804 Ext.: Fax
Email: jpreciado@sogate.org

Garfield & Miller Way - Option 3 Upkeeping Monthly Service

This proposal will cover the ongoing upkeeping monthly maintenance service after the initial start. The following services will include:

* Service the site once a week.
* Conduct litter control
* Spray weeds for weed control as needed.
* Hand water the FoxTail plant material with a water buffalo.

Price **$3,500.00**

Three Thousand Five Hundred And 00/100 US Dollar

Terms As allowed by current agreement.

Exclusions All prevailing wages, design, permits, night and weekend work, any unforseen underground obstacles, and anything not mentioned.

Time Project start date is currently 1 days after acceptance.

Completion time for this project as specified is 30 working days.

Limits Time limit for the acceptance of this proposal is 30 calendar days from the above date.

Acceptance

Miguel Medina
Mariposa Landscapes Inc.

Juan Preciado
City of South Gate

Date

MARIPOSA LANDSCAPES INC.
6232 Santos Diaz, Irwindale CA 91702
Tel. 626 960-0196, Fax 626 960-8477 - Contractor License No: 592268

Date 12/11/2024
Proposal No. 098845

To: City of South Gate
Juan Preciado
4244 Santa Ana Street

South Gate CA 90280

Tel.: 323-357-5604 Ext.: Fax
Email: jpreciado@sogate.org

Your Ref. No.
Your Ref. No.
Date Requested

MLI Job No. 91-24003

Prepared By: Miguel Medina
miguel.medina@mariposa-ca.com
626-991-4219

Garfield & Miller Way - Option 3 Initial Start Up

This proposal will cover the initial start up with the following work details.

* Plant 66 FoxTail Agaves in 5 gallon in size.
* Install 14 yards of mulch that will be provided by the City of South Gate trash collection agency at no expense to Mariposa Landscape ..
* Conduct weed abatement.
* Conduct hand watering with a water buffalo trailer.

Price **$4,900.00**

Four Thousand Nine Hundred And 00/100 US Dollar

Terms As allowed by current agreement.

Exclusions All prevailing wages, design, permits, night and weekend work, any unforseen underground obstacles, and anything not mentioned.

Time Project start date is currently 10 days after acceptance.

Completion time for this project as specified is 3 working days.

Limits Time limit for the acceptance of this proposal is 30 calender days from the above date.

Acceptance

Miguel Medina
Mariposa Landscapes Inc.

Juan Preciado
City of South Gate

Date

15

21

Item No. 6

Office of the
South Gate City Clerk

OCT 16 2024

FILED 3:02PM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 22, 2024**

Originating Department: **Public Works**

Department Director: *Arturo Cervantes* ***City Manager:*** *Rob Houston*

SUBJECT: AGREEMENT WITH MARIPOSA LANDSCAPE, INC. FOR ANNUAL CITYWIDE LANDSCAPING AND GENERAL MAINTENANCE SERVICES

PURPOSE: To approve an Agreement for Annual Citywide Landscape and General Maintenance Services, with Mariposa Landscape, Inc., and to appropriate funds to fully fund Fiscal Year 2024/25 services.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Agreement with Mariposa Landscape, Inc., to provide Annual Citywide Landscape and General Maintenance Services ("Agreement") for a three-year term, for a not-to-exceed an amount of $1,361,016, or $453,672 per year;
b. Appropriating $198,254 in Measure R Funds, to fully fund services for Fiscal Year 2024/25;
c. Authorizing the Mayor to execute the proposed Agreement with Mariposa Landscape, Inc., in a form approved by the City Attorney; and
d. Authorizing the City Manager to approve two contract amendments each to extend the term one year, for a total of two years.

FISCAL IMPACT: There is no impact to the General Fund. The proposed Agreement is in the amount of $1,361,016, or $453,672 per year. Year 1 services will be funded with $255,418 budgeted in the Fiscal Year 2024/25 Public Works Operating Budget, and an appropriation of $198,254, both funded as shown below. Year 2 and 3 services will be funded by the FY 2025/26 and FY 2026/27 Operating Budget.

Funding Source	Year 1 FY 2024/25	Year 1 Appropriation	Year 2 FY 2025/26	Year 3 FY 2026/27	Contract Total
Street Lighting & Landscaping	$41,914		$62,872	$62,872	**$167,658**
Measure R	$5,629	$198,254	$78,988	$78,988	**$361,859**
Water Fund	$59,318		$88,975	$88,975	**$237,268**
Gas Tax Fund	$112,594		$168,892	$168,892	**$450,378**
Proposition A	$35,963		$53,945	$53,945	**$143,853**
Total	**$255,418**	**$198,254**	**$453,672**	**$453,672**	$1,361,016

ANALYSIS: The Public Works Department utilizes the services of a maintenance contractor to provide landscaping and general maintenance on City facilities and landscaped

areas in the public right-of-way. The current agreement with Parkwood Landscape Maintenance, Inc. ("Parkwood") expires October 31, 2024. A replacement contract is needed. Mariposa Landscape, Inc. ("Mariposa") is recommended for the new contract.

The proposed Agreement provides $1,197,513 for year-round maintenance services and $163,500 for emergency response services, annually. It is for a three-year term for an amount of $1,361,016, or $453,672, annually, starting November 1, 2024. It is noted that Mariposa's bid amount was $1,252,013 inclusive of $1,197,513 for three years of annual maintenance services plus $54,500 for one year of emergency response services. Staff is recommending the proposed Agreement include emergency response services for Year 2 and Year 3 of the contract, for an annual amount of $54,500, to cover unforeseen damages and circumstances. As such, the recommended contract includes an additional $109,003, for a grand total of $1,361,016.

Mariposa's bid for three years of general maintenance services is lower than Salazar Landscaping's bid by $86,003. Their three-year proposal amount for emergency response services is $163,500 as compared to Salazar's bid of $64,750. Note that these are budgetary figures. The City of South Gate ("City") will incur emergency response expenses based on the number of incidents in the field that occur annually, where each contractor would charge based on time and materials. The final actual amount to be paid is not limited by these budgetary figures. Also, Mariposa's fees are approximately $70,000 greater than the current contract cost; however, Parkwood's fees are based on a 2021 pricing structure, whereas the Mariposa's fees are based on 2024 pricing structure. Further, the scope of work has increased amid newly constructed hardscape infrastructure (street medians) located on Long Beach Boulevard and Garfield Avenue and additional landscape square footage from vacant properties on Paramount Boulevard and Willow Place; sound wall and parkways at West Frontage Road, and the Urban Orchard Park entrances. That said, Mariposa's fees were determined to be reasonable.

The contract provides for two independent, one-year contract term extensions. The City Council is recommended to authorize the City Manager to administratively approve these two term extensions. The extensions will be at the City Manager's discretion based on the recommendations for the Department of Public Works and the successful performance of Mariposa.

BACKGROUND: The City owns facilities citywide that require landscaping and general maintenance services. This includes facilities such as landscaped road medians, city-owned vacant properties, retaining walls, bus shelters, sidewalks, parking lots, the Tweedy Mile District, and the Hollydale Shopping Center. The Department of Public Works maintains these facilities through the services of a maintenance contractor that provide annual maintenance services as well as emergency responses services. Currently, these facilities are maintained by Parkwood, under Contract No. 2021-127-CC. The agreement expires on October 31, 2024.

On August 19, 2024, a Request for Proposal ("RFP") was issued to procure a new contract. On September 12, 2024, two proposals were received in the City Clerk's Office, as summarized on the next page. A panel comprised of the Streets Supervisor and the Streets and Sewer

Superintendent, interviewed the contractors on October 1, 2024. The panel rated them based on the criteria detailed in the RFP and bestowed the highest qualitative appraisal to Mariposa. The appraisal assessed Mariposa's qualifications, organizational capacity, current and past public sector contracts, directly related public sector experience, and expertise levels.

Contractor	General Maintenance	Emergency Response	Total Bid Amount	Negotiated Contract
Mariposa Landscapes	$1,197,513	*$54,500	$1,252,013	**$1,361,013**
Salazar Landscaping	$1,283,516	**$64,750	$1,348,266	

* Bid amount includes one year of service.
** Bid amount includes three years of service.

Contract services include landscape and general maintenance services for the Tweedy Mile Shopping District, the Hollydale Shopping District, roadway medians citywide, and water well sites. It also provides services for bus stops and shelters, the Alameda Sound Wall, parking lots and other municipal facilities. The contract scope of work includes mowing, edging, weeding, pruning, fertilization, seasonal planting, trash pick-up, pest control, upkeep of the irrigation systems, steam cleaning of bus shelters and sidewalks, and other landscape and general maintenance tasks. It also includes maintenance for annual special events such as the Children's Christmas Lane Parade, Street Fair, and Posadas on Tweedy Boulevard.

The proposed Agreement also includes annual emergency response services. This service is needed to address unforeseen field conditions that require maintenance on a priority and timely basis. Emergency Response Services include repairs to existing landscapes and irrigation systems that become damaged, such as by a vehicle accident. Work typically includes replacing and replanting landscape material, repairing damage to irrigation systems, and vandalism.

Mariposa has rendered their services to the City through previous landscape contracts from 2012 and ending 2018. Mariposa returns to the City with 45 years of experience and over 800 employees. They value long-lasting relationships with their clients which currently include the cities of Bell, Vernon, Baldwin Park and Santa Monica. They possess the ability to better adhere to the scope of work outlined in the RFP in terms of experience with multiple municipal contracts, and resource availability. They possess the resources, equipment and manpower to perform the work. Mariposa also has experience working in the City. They were the City's landscape maintenance contractor for six years.

ATTACHMENTS: A. Proposed Agreement
B. Mariposa Cost Proposal

EM:yp/lc

AGREEMENT FOR PROFESSIONAL SERVICES FOR CITYWIDE ANNUAL LANDSCAPING AND MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND MARIPOSA LANDSCAPES, INC.

This Agreement for Professional Services for Citywide Annual Landscaping and Maintenance Services ("Agreement") is made and entered into on November 1, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Mariposa Landscapes, 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 landscaping and general maintenance of City facilities and landscaped areas in the public right-of-way;

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 **One Million Three Hundred Sixty-One Thousand and Sixteen Dollars ($1,361,016)** 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 Assistant City Manager/ Director of Public Works or his/her designee.

   2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

   2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30)

days of receipt of the invoice.

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

3. TERM OF AGREEMENT. This Agreement is effective as of November 1, 2024, and will remain in effect for a period of three years from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. CITY AGENT. The Assistant City Manager/ Director of Public Works ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

5. CONFLICT OF INTEREST. Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, 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 per occurrence/accident for bodily injury and property damage liability. 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
Assistant City Manager/ Director of Public Works
8650 California Ave
South Gate, CA 90280
Email: acervantes@sogate.org
TEL: (323) 563-9567

WITH COURTESY COPY TO:
City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323)563-9510

TO CONSULTANT:
Terry Noriega, President
Mariposa Landscapes, Inc.
6232 Santos Diaz St.,
Irwindale, CA 91702
Email: estimating@mariposa-ca.com
TEL: (626) 960-0196

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. **CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT.** In accordance with California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure must be filed of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision is made to award an agreement. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Agreement.

8. **EFFECTIVE DATE.** The effective date of this Agreement is November 1, 2024, 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: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

MARIPOSA LANDSCAPES, INC.:

By: _____
Terry Noriega, President

Dated: _____

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

A. TASK DESCRIPTION

Section 1 **General**

All applicable provisions of the City of South Gate Municipal Code and State law are incorporated herein by reference and are intended to govern maintenance methods, except as modified herein or are inconsistent with the provisions hereof.

It is the intent of the scope of work to include all maintenance services, materials, supplies, tools, equipment, and transportation necessary to maintain all portions of the property specified in the Agreement. It is understood and agreed that only the highest possible industry standards of landscape maintenance will be accepted and shall be consistently maintained.

Section 2 **Description of Work Sites**

The work areas to be maintained are, (a) within the public right-of-way, which is the back of the sidewalk on one side of the street to the back of the sidewalk on the other side of the street, and as described in the tables below, (b) within water facilities, parking lots and vacant lots, the areas include all planters, landscaped areas within the lot on which the facility is situated, and public spaces such as the paved parking areas, as described in the tables below, (c) within utility corridors such as the LADWP corridor, (d) within bike and pedestrian trails, (e) alleys, parking lots, sidewalk planters, and (e) any other location described in Section 2 and attached exhibits.

The work areas for this contract include, but not limited to, the following:

i. Tweedy Maintenance District:

Facilities to be maintained include but are not limited all of the streets listed herein, inclusive of sidewalks and tree wells, bus shelters and kiosks, bus stops, public sitting areas, public parking lots and landscaped areas, trash receptacles, all planters, and other facilities identified on the Specifications.

Streets	From	To
Tweedy Blvd.	West City limits, Alameda Street.	Legacy Lane.
Long Beach Blvd.	Centerline of Tweedy Blvd.	160 ft. North of the centerline of Tweedy Blvd.
Madison Ave.	Centerline of Tweedy Blvd.	160 ft. North of the centerline of Tweedy Blvd.
State Street	Centerline of Tweedy	160 ft. North of the centerline of Tweedy Blvd.

Deeble Street	First Alley North of Tweedy Blvd.	Southside Right-of-Way on Tweedy Blvd.
Dearborn Ave.	First Alley North of Tweedy Blvd.	Southside Right-of-Way on Tweedy Blvd.
Victoria Ave.	First Alley North of Tweedy Blvd.	Southside Right-of-Way on Tweedy Blvd.
Elizabeth Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Virginia Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
California Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Antonio Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Carlos Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Gabriel Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Juan Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Luis Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Miguel Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
San Vincente Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Mallison Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Otis Street	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
McNerney Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Bowman Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Alexander Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Bryson Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).
Hunt Ave.	First Alley North of Tweedy Blvd.	First Alley South of Tweedy Blvd (eastside and westside of pedestrian walkways).

Parking Lots and Alley ways Northeast and Northwest of Tweedy Boulevard

Exhibit A-3

N.E. corner California Avenue and first alley north of Tweedy Blvd.
San Antonio Ave.
San Carlos Avenue.
San Juan Avenue.
San Luis Avenue
San Miguel Avenue.
Otis Street.
McNerney Avenue.
Bowman Avenue.
Alexander Avenue.
Bryson Avenue.

Parking Lots and Alley ways Southeast and Southwest of Tweedy Boulevard

California Avenue
San Antonio Avenue and at 10013 San Antonio Ave.
San Carlos Avenue.
San Luis Avenue.
San Vincente Avenue
Mallison Avenue.
Bowman Avenue.
Bowman Avenue.
Alexander Avenue.
San Vincente Ave (along south wall only).

See Exhibit A1 for further information.

ii. Hollydale Maintenance District

Facilities to be maintained include but are not limited to all of the streets listed herein, inclusive of sidewalks and tree wells, bus shelters and kiosks, bus stops, public sitting areas, public parking lots and landscaped areas, trash receptacles, 4 existing planters, and other facilities identified on the Specifications.

Streets	From	To
Garfield Avenue	80 ft. north of the centerline of Roosevelt Ave.	North curb line of Howery Ave.
Main Street	Utah Avenue	First alley east of Garfield Ave.

Parking Lots

N.E. corner Utah Ave. and Main Street
S.E. corner Utah Ave. and Main Street
S.W. corner Garfield Ave. and Main Street

See Exhibit A1 for further information.

iii. Street Median Maintenance District

The Street Median Maintenance District shall include all of the road medians segments, and adjacent sidewalks and tree wells, bus shelters and kiosks, bus stops, public sitting areas, public parking lots, public spaces, landscaped areas, trash receptacles, and other facilities identified on the Specifications. Contractor shall maintain all of these facilities. The Street Median Maintenance District consists of the following locations:

1. The landscaped road medians encompassed within the area denoted in Exhibit A2, including but not limited to the road medians near the intersection of Firestone Boulevard and Garfield Avenue, extending north to the north City boundary, south to 300 ft. south of said intersection, east to the east City boundary and west to National Avenue. The District shall also include all public areas within the limits depicted on Exhibit A2 inclusive of Firestone Place, the Triangular pavement median on National Ave, and other. Maintenance of all public areas shall be in accordance with all applicable sections of the Specifications including but not limited to landscaped medians, trash receptacles, sidewalk, planters, including tree trimming and planting, weed spraying, and weed removal.
2. Those landscaped road medians on Garfield Avenue from Roosevelt Avenue and to Howery Street.
3. Those landscaped road medians located on Firestone Boulevard, from East Alameda Street to Rayo Avenue.
4. Those landscaped road medians located on Tweedy Blvd. from Long Beach Blvd. to East Alameda Street.
5. Those landscaped road medians located on Atlantic Avenue, from Salt Lake Ave. to Abbott Road.
6. Those landscaped road medians located on State Street, from Long Beach Blvd to Martin Luther King Jr. Blvd.
7. Those landscaped road medians located on Imperial Highway from the East side of the Los Angeles River to the easterly City limits, at Ryerson Ave.

iv. Hawkins Reservoir Site, 9021 W Frontage Rd

This location is on the southwest quadrant of Firestone Boulevard and the Long Beach Freeway (I-710). Access is via Garfield Avenue, Miller Way and Frontage Road West. Facilities to be maintained include but are not limited to paved areas, planters, landscaped areas, including tree trimming.

v. City Water Well Site No. 27, 2751 Tweedy Blvd.

This location is on the north side of Tweedy Boulevard and south side of Nebraska Avenue, east of Truba Avenue. Facilities to be maintained, include but are not limited to, trimming of trees located in proximity to city water wells, paved areas, planters and landscaped areas.

vi. **City Water Well Site No. 26, 2528 Tweedy Blvd.**

This location is on the north side of Tweedy Boulevard and south side of Nebraska Avenue, west of Truba Avenue. Facilities to be maintained, include but are not limited to, trimming of trees located in proximity to city water wells, paved areas, planters and landscaped areas.

vii. **Westside Reservoir Site, 2751 Tweedy Blvd.**

This location is on the north side of Tweedy Boulevard and south side of Nebraska Avenue. Facilities to be maintained include but are not limited to, trimming of trees located in proximity to city water wells, paved areas, planters and landscaped areas.

viii. **Well 22-B, 10740 Lee Lane**

Facilities to be maintained, include but are not limited to, trimming any trees located in proximity to city water wells, paved areas, planters, and landscaped areas.

ix. **Well No. 23, 9595 Salt Lave Ave**
Facilities to be maintained include the paved areas.

x. **Public Works Corporate Yard, 4244 Santa Ana Street**

Facilities to be maintained, include but are not limited to, trimming any trees located in proximity to city water wells, parking lots, paved areas, planters and landscaped areas, turf areas, trash receptacles, and trimming of all trees.

xi. **Civic Center Parking Lot, 8650 California Ave**

Facilities to be maintained include but are not limited to parking lots, paved areas, planters and landscaped areas, turf areas, and trash receptacles.

xii. **Planter at Tweedy Blvd and Deeble Street**

Facilities to be maintained include but are not limited to parking lots, paved areas, planters and landscaped areas, turf areas, and trash receptacles.

xiii. **Long Beach and Willow Vacant Lot, 9001 Long Beach Blvd**

Facilities to be maintained include but are not limited to parking lots, paved or unpaved areas, planters and landscaped areas.

xiv. **Alameda Street Sound Wall Planter, 9200 Alameda St to 9800 Alameda St**

This location is on the Westside of East Alameda Street, between Southern Avenue and Tweedy Boulevard Facilities to be maintained including but are not limited to paved areas, planters and landscaped areas.

xv. **San Miguel Ave. Vacant Lot, 9900 San Miguel Ave**

Facilities to be maintained include but are not limited to parking lots, paved or unpaved areas, planters and landscaped areas.

xvi. **Century Blvd, from State Street to Santa Fe Avenue**

North side of Century Boulevard from State Street to Santa Fe Avenue. Facilities to be maintained include but are not limited to sidewalks and trash receptacles.

xvii. **Chakemco Street, between Atlantic Ave and Legacy Lane**
Facilities to be maintained include landscaped planters, palm tree trimming, and the stormwater bio-swale located at the intersection of Legacy Lane and Chakemco Street.

xviii. **Miller Way, Garfield Ave to East Frontage Road**

Facilities to be maintained include but are not limited to sidewalks, paved areas, and the adjacent embankment.

xix. **Ardmore Ave Frontage of LADWP ROW, west of Virginia Ave., Santa Ana Street, Liberty Blvd, and Independence Ave.**

Facilities to be maintained include but are not limited to paved areas, planters, decomposed granite trails, landscaped areas, and vegetation and weed control.

xx. **Los Angeles Department of Water and Power (LADWP) Right-of-Way, Along Southern Ave from California Ave to Vossler Ave, and from Calden Street to the Union Pacific Railroad Right-of-Way**

Facilities to be maintained include but are not limited to the paved trails, the decomposed granite trails, landscaped areas, ground cover, vegetation, weed control, and open space with dirt surfacing.

xxi. **Southern Ave Path, from California Ave to Atlantic Blvd and Calden Ave to**

Railroad Right-of-Way

Facilities to be maintained include but are not limited to paved trails, decomposed granite trails, landscaped areas, vegetation, and weed control.

xxii. Intersections of (a) State Street and Liberty, (b) Paramount Blvd and Main St., and (c) Santa Fe Ave and Firestone Blvd. (Fifty (50') feet in each direction)

Facilities to be maintained include but are not limited to sidewalks, trash receptacles, bus stops, bus shelters, public sitting areas, and handrails.

xxiii. Azalea Regional Shopping Center Maintenance District

The Area includes the sidewalks and public facilities on the north side of Firestone Blvd and on the west side of Atlantic Ave, along the Frontage of the Azalea Shopping Center. Facilities to be maintained include but are not limited to sidewalks, trash receptacles, bus shelters, bus stops, public sitting areas and tree wells.

xxiv. Santa Ana Street, at Seville Avenue (distance, 50 feet in each direction)

Facilities to be maintained include but are not limited to the existing wall, sidewalks, trash receptacles and bus stop benches.

Section 3 **Task Description**

The work to be performed, in the aforementioned areas identified in Section 2, and identified elsewhere within the Specifications, shall consist of, but not limited to, furnishing all labor, materials and equipment necessary to maintain all landscaped areas described, herein to include, but not limited to, turf, shrubs, groundcover, vines and irrigation systems.

The work shall also include, but not limited to, furnishing all labor, materials and equipment necessary to maintain (a) maintenance and cleaning of bus shelter and bus stops facilities which includes emptying trash receptacles, litter abatement, graffiti removal and steam cleaning as designated herein, (b) emptying trash receptacles at designated locations, (c) maintenance and cleaning of benches and public sitting areas located within, (d) litter and weed removal at designated tree wells, and planters, and (e) maintenance of sidewalks which include steam cleaning, pick up debris, gum, animal feces, grease, paint, graffiti, glass and trash, (f) maintenance and cleaning of parking lots which includes litter abatement and emptying trash receptacles, and (g) Planting of annuals and mowing lawns in specified areas, and manual and chemical weed abatement.

There are an estimated 228 trash receptacles citywide, it is the responsibility of the Contractor to maintain all of the trash receptacles existing within facilities identified herein. There are also an estimated 44 bus shelters and 49 bus stops on roadways citywide, it is the responsibility of the Contractor to maintain all of the bus shelters and 49 bus stops existing within roadways identified herein. Finally, there are an estimated 15 kiosks to be serviced.

Major repairs, exceeding $10,000 per year in labor and materials, to the irrigation system are not included. Prior to commencing any repairs that the Contractor believes may exceed $10,000, the Contractor shall notify the City. Contractor shall provide a report with total costs to date, and a fee proposal for the additional repairs. Contractor shall not begin additional work beyond the $10,000 without a Notice to Proceed from the City. City reserves the right to hire other parties to do the major irrigation repairs to the system.

In advance of submitting the bid proposal, the Contractor shall tour the sites and determine the quantity and type of landscaping and facilities to be maintained. If the proposer has any questions or clarifications, then proposer must alert the City prior to the July 22, 2024, by 4:00 P.M.

Actual work to be performed and frequency are defined in the following sections.

Section 4 **Safety**

The Contractor shall perform all the work required in such a manner as to meet all accepted industry standards for safe practices during all operations and to maintain safe condition of premises and rights-of-way at all times.

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public to include disruption of the noise levels within the area.

All incidents out of the norm including but not limited to crimes, thefts, vandalism, hazards, etc., shall be reported immediately by phone to the Police Department at (323)563-9500

Section 5 **Cooperation/Collateral Work**

The Contractor shall recognize that during the course of the contract other activities and operations may be conducted by City forces and/or other contractors. These activities may include, but are not limited to landscape refurbishment, irrigation system modification or repair, construction, and storm related operations.

The Contractor may be required to modify or curtail certain operations and shall

comply with any request by the City to cooperate. The City shall have complete authority to require the Contractor to comply with all provisions of the Agreement. The Contractor shall strictly and promptly follow the instructions of the City at all times. The City's decision upon all questions, claims, and disputes will be final and conclusive upon the parties of the Agreement. The City shall exercise any discretionary authority in a reasonable manner. If such alteration requires the Contractor to incur additional costs not customarily required in the proposal, then they shall notify the Public Works Director and/or his designee at least 72 hours in advance.

Section 6 **Contractor's Equipment**

All equipment and machinery utilized by the Contractor while performing work for the City shall be equipped and operated in such a manner so as to conform to all applicable laws and regulations including, but not exclusive to OSHA, concerning safety and operations. A complete listing of equipment must be submitted with the proposal on the form provided.

Section 7 **Inspection**

The Contractor shall have a superintendent/manager/supervisor available **once a week every other week** for the purpose of conducting walk-through inspections of all maintained facilities and will communicate with the Director and/or his designee.

Additionally, the Contractor's superintendent/manager/supervisor shall attend monthly status meetings at City Hall, Corporate yard, and Tweedy Mile Association meetings unless directed otherwise.

In addition, the Director or his designee shall inspect the maintained facilities at random intervals while work is being performed and at the completion of required work to not discrepancies. Discrepancies will be noted, and the responsible party shall eliminate any problems immediately.

Section 8 **Schedule**

The Contractor shall note the specific days and/or time frames have been established in this Scope of Work for the completion/performance of some items of work described herein.

Prior to the commencement of work, the Contractor shall be required to submit to the Director or his designee for approval, a schedule indicating the time/day/month proposed for performance of those items of work which are unspecified.

Requests to change the schedule shall be filed with the Director, or his designee, **at least 72 hours** prior to the scheduled time for the work. Requests to change the schedule shall be made by telephone and directed to the Director, or his designee,

and followed in writing unless otherwise provided. All requests to change the schedule shall be subject to the approval of the Director, or his assignee. Therefore, the Contractor shall not implement any schedule changes until receipt of written notification from the Director, or his assignee that the requested change has been approved.

Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in a deduction of payment for that date, or work, even though the work is performed on a subsequent day.

The Contractor shall adjust his schedule to compensate for all holidays in such a manner that all work required to be performed on that day shall be performed on either the day before the holiday or on the day after the holiday as determined by the Director, or his designee. Holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Section 9 **Performance on Schedule**

The contractor shall perform all work by following the best industry standards of landscape maintenance, including maintenance, workmanship, safety practices, and standards of cleanliness. Contract shall be required to perform the scope of work requested herein on schedule. Failure to complete the work as scheduled may result in the following actions:

A) The sum of five hundred dollars **($500) per calendar day** will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications.

B) An additional amount equal to the costs incurred by completion of the work by an alternate source, whether it is City forces or Private Contractor, even if it exceeds the contract unit price will be deducted.

C) These actions shall not be constructed as a penalty but as adjustment to payment for only the work actually performed or as cost to the City for inspection and other related costs from the failure of the Contractor to perform the work according to schedule.

The City will manage, coordinate, and verify the completion of all maintenance operations specified in the Agreement. They will also provide written notice of failure to perform the Agreement and indicate the amount to be deducted from the forthcoming progress payment. The city will inform the contractor when work is not performed in accordance with the scope of work.

The City shall identify the work that has not been performed in writing, and, at the Contractor's request, via a field visit.

The contractor shall have 24 hours to respond, inclusive of the weekends and holidays. If the contractor fails to perform the work, the City may perform it with City forces, or other contractors at the expense of the Contractor.

The City shall have absolute control over the landscape maintenance program direction and execution. The City will regulate the standards noted in the Agreement and the precise level of service desired by the City.

Contractor shall personally supervise work or have a competent Lead Worker/Supervisor on site at all times during the progress of the work, with authority to act and be responsible for adherence to specifications and be available for consultation with the City.

Section 10 **Notification**

The Contractor shall inform the business/property owners and Juan Preciado (323) 357-5784 at least 72-hours before performing work impacting businesses and property owners, such as, steam cleaning, sweeping, etc. The notification to the City may be done by email to Juan Preciado at jpreciado@sogate.org or by fax to (323) 582-3106.

Notifications to business owners and property owners shall be done through the distribution of City pre-approved flyers to be distributed by the Contractor.

The Contractor shall take immediate action to resolve any complaints or requests due to unsatisfactory performance as soon as the Contractor is notified both verbally and/or in writing.

The City reserves the right to hire outside parties to perform major irrigation repairs exceeding $1,000 or to perform any repairs with the City's own forces.

Section 11 **Reports/Monthly Meeting**

At the end of each month, the Contractor shall submit to the City, a detailed summary of all work accomplished which is other than that normally scheduled, along with the request for payment.

Contractor shall submit a detailed monthly maintenance work schedule to the City by December 2nd of each year.

The Contractor shall attend monthly Tweedy Business Mile Association meetings. Also, the contractor shall meet with the City Staff at least once a month or as directed by the Director of Public Works or his designee. The exact schedule of the meetings will be provided to the Contractor after the award of the contract.

Once a month and with the submittal of the monthly invoice for services, the Contractor shall submit a monthly report to the City describing all the work completed during the past month.

Section 12 **Traffic Control**

The Contractor shall provide and display all safety devices and traffic controls at all times when working in the public right-of-way. All Contractors' employees shall be attired in approved safety gear at all times and traffic control shall be as outlined in the **"Work Area Traffic Control Handbook and/or the CA MUTCD Manual."** Failure to do so will result in an immediate shutdown of activity by the City. Any work not accomplished as a result of the shutdown shall be performed at another time with proper safety devices at no additional expense to the City.

Contractor shall use electronic arrow and message boards whenever doing work on an arterial street, collector street, or other streets where warrant conditions warrant it.

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction maintenance, for a reasonable period of time. No overnight closure of any driveway will be allowed.

Section 13 **Contractor's Personnel**

Each of the Contractor's working crews shall have a responsible lead worker who may represent the Contractor to discuss the work in English with the Director, or his designate representative, at all times. The Contractor shall provide skilled landscape maintenance personnel, and wear an ID tag and shall wear a uniform where the Contractor's company name and logo is affixed. All Contractors' truck and equipment shall have a company logo and vehicle number affixed to it.

The Contractor's Lead Worker/Supervisor is responsible for executing the maintenance operations specified in the Agreement. He represents the Contractor and is responsible for supervising the Contractor's employees while they are performing the landscape maintenance service.

The City reserves the right to reject landscape crew personnel or supervisors of the Contractor's workforce. It shall be the Contractor's responsibility to replace such rejected workers in a manner that will not affect the execution of the responsibilities specified in the Agreement.

The City reserves the right to change the work hours and shift schedule. The Contractor shall be notified at least one (1) full week before such changes.

Section 14 **Irrigation System Operations**

Irrigation shall be maintained to ensure all landscaping is provided with sufficient irrigation water to promote and maintain a healthy appearance and condition at all times.

The entire irrigation system including all components from connection at meters shall be maintained in an operational state at all times. This coverage applies to all controllers and remote-control valves, gate valves and backflow devices, main and lateral lines, sprinkler heads, moisture sensing devices and all drip irrigation system components.

The Contractor shall complete corrective action within the following time frames after a verbal notification, followed by a written email notification:

A) Irrigation repairs will be subject to City review and approval upon the contractor's invoice submittal detailing a list of itemized repairs and associated cost estimates.

B) All minor irrigation repairs must be completed within the first three (3) working days, from the date of City approval. All minor repairs are at the Contractor's cost. Minor repairs may include but are not limited to, sprinkler heads, bubblers, broken lines and clocks, etc.

A) All major irrigation repairs must be completed within the first seven (7) working days, from the date of City approval. Major repairs may include, but are not limited to, irrigation controllers, backflow devices, water controllers, electrical connections, and plant material damage.

The watering schedule will be established by the Contractor's Landscape Maintenance Supervisor. Application rates will be based on the amount of water the planted areas are capable of receiving without excessive runoff. The Contractor

shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall and shall make appropriate changes in duration of watering cycles. The site(s) is equipped with an automatic system which provides for repeat cyclers to allow for water application over shorter periods of time that will allow for proper infiltration and thereby minimize runoff.

All irrigation shall be accomplished in accordance with the following time frames:

A) Automatic Systems Operation 10:00 p.m. – 6:00 a.m.

B) Manual System Operation 9:00 a.m. – 3:00 p.m.

Special watering required during daytime hours such as after fertilization, during periods of extreme dryness or heat, and during manual irrigation cycles shall be conducted in accordance with the following criteria:

A) There shall be minimal drift onto private property caused from wind.

B) There shall be irrigation personnel present at all times at each location until watering cycle is completed.

All damages resulting from under or over watering shall be repaired at the Contractor's expense.

Section 15 **Irrigation System Maintenance/Repair**

All irrigation systems shall be tested and inspected **a minimum of twice a month. A status report is required to be submitted at the end of each month.**

A schedule shall be submitted at the start of the contract showing the location, day of week and time of day that each system will be tested. Any changes shall be submitted for approval prior to enactment.

The Contractor will adjust or clean all sprinkler heads, quick couplers, and valves to continue operation at maximum efficiency and performance.

All systems shall be adjusted in order to:

1. Provide adequate coverage of all landscape areas
2. Prevent excessive runoff and/or erosion
3. Prevent watering roadways and facilities such as walkways, fences, private property and parking areas.

In addition to required testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

1. All sprinkler heads shall be kept clear of overgrowth which may obstruct maximum operation. Contractor to replace all damaged and non-operational sprinkler heads.
2. All irrigation control valve strainers shall be inspected and cleaned a minimum of once per week.
3. All drip irrigation system emitters shall be cleaned, and emitter flow checked a minimum of once per week.
4. All irrigation system lateral lines shall be flushed a minimum of once every third month.
5. All backflow prevention devices shall be inspected for damage and leaks weekly. Any discrepancies shall be reported to the Director, or his assignee, immediately.

Section 16 **Shrub Pruning/Maintenance**

The Contractor shall be responsible for pruning all plant material, including shrubs and trees, from ground level. All trees are included in the required trimming operations. Large mature trees must be maintained a minimum of 14 feet above ground level by the landscape contractor. All dead and damaged branches and limbs shall be removed at the point of breaking at the time breakage occurs. All trimmings and debris shall be removed and disposed of offsite at the end of each workday. All pruning and trimming operations shall be completed under International Society of Arborist (ISA) standards.

Pruning shall be done according to the natural growth of each plant to maintain proper plant health by cutting out dead, diseased, or injured wood; to control growth when an unshapely shrub or tree occurs; and to increase the quality of flowers. Trees and shrubs will also be trimmed to prevent property damage or safety hazards such as sight restrictions, pedestrian obstruction, etc.

All shrubs shall be trimmed to maintain vertical, horizontal clearance along walkways, parking areas and medians to prevent encroachment onto private property, to prevent obstruction of visibility of traffic signals and all signs and to prevent obstruction of sight distance for drivers entering/existing driveways from roadways, alleys or adjacent private property.

Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use.

Shrubs used as formal hedges or screens shall be pruned as required to present a

neat appearance without a sheared appearance.

Remove any spent blossoms or dead flower stocks as required to present a neat clean appearance. Cultivate ground surrounding shrubs, trees, and ground cover to maintain a healthy, vigorous appearance and growth rate.

All leaves shall be raked from under the shrubs **twice each month** as needed.

Section 17 **Pruning Procedures (Shrubs):**

All cuts shall be made sufficiently close, flush, if possible, to the parent stem so that healing can readily start under normal conditions.

All limbs 1" or greater in diameter shall be undercut to prevent splitting.

All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

Fertilization shall be scheduled **every six (6) months** to keep shrubs in a healthy and desirable condition. The Contractor shall use a well-balanced fertilizer.

Section 18 **Vines**

Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.

Do not use nails to secure vines on masonry walls.

Deep-water vines in pockets not provided with sprinklers as required to promote optimum growth.

The fertilization schedule of all vines shall be concurrent with fertilization of shrubs.

Vines shall be kept trimmed back from all signs, irrigation controllers and not allowed to grow up trees and into shrubs. Vines shall be trimmed to retain as much of the natural informal appearance as possible, consistent with the intended use which is to cover walls.

Section 19 **Groundcover**

Groundcover areas shall be maintained in a manner which will promote the healthy growth of the plant material in a somewhat natural state while removing weed infestations.

All groundcovers shall be trimmed to restrict growth from sidewalks, trees, shrubs, behind curbs, around sprinkler heads, and from private property at all times.

A regular program of pre-emergent chemical application shall be used to control weed growth supplemented by hand removal of noxious weeds or grasses as required.

Weeds and grasses shall be removed from all planted areas upon emergence and not later than the next scheduled working day.

All bare soil areas shall be cultivated a minimum of **once per month.**

All paper or litter that accumulates in groundcover shall be picked as needed to be in compliance with the City's zero tolerance policy of maintaining the areas within District No 1 in an impeccable condition.

All groundcover areas shall be fertilized **every ninety (90) days** to promote a healthy appearance.

Section 20 **Turf**

Mow all turf areas weekly, if necessary, to maintain the specified height, with clippings mechanically collected and the borders neatly trimmed. Trim around trees, rocks, valve boxes and other items located in the turf area keeping grass below weekly mowing height using a weed eater/line trimmer. The use of a line trimmer is not an acceptable substitute for an edger along paving, concrete walks and mow strips. The use of herbicides within the turf area as a means of trimming edges or around irrigation heads is not acceptable. Turf areas shall be mowed in accordance with acceptable horticultural standards. At no time shall more than 1/3 of the height of the grass be removed in any single mowing.

Irrigate as necessary to maintain proper growth rate and optimum appearance. The City shall approve all irrigation time cycles and shall be notified of any necessary changes 72-hours prior to any changes.

Maintain turf areas in a weed-free condition. For chemical control of broadleaf weeds, use of an approved selective herbicide shall be initiated on an as needed basis to maintain a weed-free condition. The Contractor shall supply the City Engineer or assignee a written notice prior to any application of herbicide, pesticide or any other chemical within any work area containing potable water well or storage reservoir.

The Contractor shall NOT apply said chemicals prior to receiving a written approval for chemical work in these areas.

Contractor shall replace, at his own expense, all portions of dead turf, or turf showing signs of deterioration and change of color. Exceptions in this area are per written approval under drought condition and/or state mandates.

Section 21 Fertilization (Turf):

A) Fertilize four (4) times annually with "Best" Turf Supreme 16-6-8 controlled release fertilizer or an approved equivalent, using two (2) pounds actual nitrogen per one thousand (1000) square feet, in March, June, October and December, except that turn on landscaped median located on State Street, shall be fertilized and aerated as necessary to keep turf lush green and healthy year-round

B) Obtain written approval from Director prior to commencing with the application of fertilizer.

Control pests, including rodents, snails and diseases continuously to provide a healthy environment for plants and the public. This is to be done on a continuous basis with baits placed daily, if necessary.

Level, roll and reseed turf as needed to remediate any damage due to mechanical equipment. Maintain a level surface and fill in any bare areas.

All turf areas shall be mechanically aerated twice a year, or as needed. Aeration shall be done to a depth of not less than four (4) inches and shall be done immediately prior to the **March** and **October** fertilization. Prior to aeration, all irrigation heads and any other items, that could sustain damage during aeration, shall be flagged and any necessary precautions shall be taken to ensure that irrigation, or similar equipment, is not damaged.

All landscape areas in close proximity to City potable water wells or storage reservoirs require special care by the Contractor to prevent the contamination by pesticides, herbicides, or fertilizers. Any contamination of the above-mentioned water sources resulting from the negligence of the Contractor shall be cleaned to City and State Health Department standards at the Contractor's sole expense, and no additional compensation shall be allowed therefore.

Section 22 <u>Trees, Shrubs, Vines, Annuals, and Groundcover Replacement</u>

The Contractor shall replace, at his expense, any shrubs or plants which die due to the Contractor's negligence or neglect. Size of replacement shrubs shall be equal to existing unless otherwise determined by the Director or his designated representative.

The Contractor shall replace annuals on roadway medians five times a year. At each location where annuals are existing, the entire planted area shall be removed

and replaced, with mature planting material.

Section 23 **Weed, Pest and Disease Control**

The planters, beds, tree wells and areas of all landscaping, inclusive of landscaping on roadway medians and parking lots, shall be kept clear and free of all weeds, pests, insects, and diseases at all times. Pests include, but are not limited to, gophers, snails, slugs, rabbits, squirrels and other rodents or pests which might cause harm or damage to the landscaping. Methods and materials used to accomplish this objective are subject to approval by the Director, or his designated representative prior to application. The Contractor is to possess all written recommendations, licenses, certificates and permits required by the State of California to handle and apply chemicals. A copy of said written recommendation, licenses, certificates or permits shall be sent to the City of South Gate Director or his assignee.

Non-restricted chemicals shall be used wherever possible to perform weed and pest control. All methods employed to perform Rodent/Pest Control shall conform to all federal, state and county environmental regulations.

Section 24 **General Facility Maintenance**

Trash receptacles shall be emptied and trash bags shall be replaced a minimum of **four (4) times per week on Mondays, Wednesdays, Fridays and Sundays or as needed to ensure that receptacles are not overflowing, EXCEPT FOR (1) TRASH RECEPTACLES ON TWEEDY BLVD, WHICH MUST BE SERVICED AND EMPTIED DAILY,** early mornings, and **(2) TRASH RECEPTACLES ON CENTURY BOULEVARD shall be emptied and trash bags shall be replaced a minimum of four (4) times per week on Mondays, Wednesdays, Fridays and Sundays or as needed to ensure that receptacles are not overflowing.**. Concurrent with each trash pick-up, the Contractor shall wash the exterior of trash receptacles and their lids. Interior buckets of trash receptacles shall be washed monthly during the first week of each month. The Contractor shall provide plastic liners for all City-provided trash receptacles at the Contractor's expense. The contractor shall empty trash receptacles once during, and after special events which occur three (3) times a year.

All trash, weeds, and debris shall be removed from the sidewalks, tree wells, rest

areas, planters and medians on **Mondays, Wednesdays, Fridays, and Sundays, and trash debris shall be removed daily on (1) Firestone Blvd and Garfield Avenue within the area denoted on Exhibit A2, (2) Firestone Blvd East from Alameda Street to City limit, (3) Atlantic Ave from Salt Lake to Abbott, and (4) Tweedy Boulevard, from Alameda Street to Atlantic Ave.**

The Contractor shall remove all trash and debris from planted areas of parking lots, planters, and other hardscape areas, and clean all the areas from the edge of planted area curb to a distance of twenty-four (24) inches from curbs to remove all trash and debris **a minimum of four (4) times per week, on Mondays, Wednesdays, Fridays, and Sundays, as determined by the contractor and the city.**

The Contractor shall not sweep trash or debris into the streets and allow it to remain there for pickup by City street sweepers, unless directed to do so by the Director or his designee. Dust or nuisance conditions occasioned by Contractor's work will not be tolerated and shall be alleviated immediately.

In addition to the above, the Contractor shall be required to **perform three (3) special event cleanups per year or as instructed by the Director of Public Works or designee.** The Contractor shall be required to perform all items of work described in Section 3 on **the day before each event, on the day(s) of each event, and on the day after each event.** One special cleanup shall be required for the 3-day **Street Fair.** The other special cleanup shall be required for the **Christmas Parade.** The third special clean-up shall be as required due to a special City Event.

The Contractor shall not be allowed to alter the regular Monday, Wednesday, Friday, and Sunday schedule specified herein for each item of work but shall be required to perform these items of work on consecutive days if necessary to comply with these contract requirements. The Director, or his assignee, shall notify the Contractor in writing a minimum of thirty (30) calendar days prior to the scheduled day of each event. Performance of the three required special cleanups shall not be paid as extra work, but shall be included in the Contractor's final sum quoted price for General Facilities Maintenance and no additional compensation shall be allowed therefore.

Section 25 **Steam Cleaning**

Locations A: All public bus shelters, bus stops, bus benches, public rest and sitting areas, and the sidewalks underlying them in their immediate vicinity, within 20 feet of said street furniture, within the limits of the sidewalk, located citywide, except those areas listed on "Locations B" below.

Frequency: Bus shelters, bus stops, bus benches, public rest and sitting areas, and

the sidewalks underlying them in their immediate vicinity, within 20 linear feet from said street furniture, within the limits of the sidewalk, require steam cleaning once per week.

Locations B: All sidewalks bus benches, public rest and sitting areas, and hardscape areas within the Tweedy Maintenance District; Hollydale Maintenance District; around the frontage of the Azalea Shopping Center on Atlantic Ave and Firestone Blvd; Atlantic Ave., between Patata Street and Abbott Road; Long Beach Blvd., between Tweedy Blvd. and North City limit; and Firestone Blvd., between Garfield Avenue and Alameda Street.

Frequency: Bus stops, bus shelters and their kiosks, bus benches and other public benches and rest areas, and the sidewalks underlying them in their immediate vicinity, within 20 linear feet from said street furniture, within the limits of the sidewalk, shall require steam cleaning once per week. The contractor shall steam-clean sidewalks at bus shelters, within a 15-foot radius.

1. Sidewalks shall require steam cleaning once per week within the Tweedy Maintenance District, Hollydale Maintenance District and along the Azalea Shopping Center.

2. Sidewalks shall require spot steam cleaning, once per week on Long Beach Blvd. The contractor shall review the conditions of the sidewalk along the entire length of the corridor and clean problem areas as needed to address issues.

3. Sidewalks shall require spot steam cleaning once per month on Firestone Blvd and Atlantic Blvd. The contractor shall review the conditions of the sidewalk along the entire length of the corridor and clean problem areas as needed to address issues.

4. Sidewalks, median hardscaped areas, and paved areas shall require steam cleaning once per month on Tweedy Boulevard from Long Beach Blvd to Alameda Street.

5. There are an estimated 15 kiosks that the Contractor shall steam clean.

Task Description:

The Contractor shall thoroughly remove all gums, graffiti and stains by steam cleaning and any other means from all bus shelters, bus stops, sitting areas, sidewalks, walkways, benches, kiosks and paved areas, to the satisfaction of the Director of Public Works or designee. The Contractor shall use Best Management Practices (BMP's) as approved in the most current edition of the National Pollutant Discharge Elimination System (NPDES) Municipal Storm water and Urban Runoff permit to reduce and amount of pollutant to be discharged to the storm drain system.

Sample BMP:

Vacuuming the runoff before entering the catch basin by vacuum truck.

Retention debris with a waddle or filter prior to entering the catch basin and debris shall be picked up and disposed of properly.

Section 26 **Miscellaneous Sites with Reduced Schedules**

The following sites shall be maintained, and services shall be provided, in accordance with all of the applicable Specifications identified herein, however, with reduced schedules:

1. Chakemco Street shall be maintained once per ~~every two~~ weeks.
2. Miller Way shall be maintained on a monthly-basis. This location will be serviced once per week during the center median cleaning service.
3. Ardmore Ave Frontage along LADWP ROW, west of Virginia shall be maintained on a monthly basis.
4. LADWP ROW shall be maintained on a weekly basis. Contractor shall provide litter control, landscaping, clearing of any debris and or green plant material that can cause damage to bicycles, remove all vegetation on a weekly basis, in accordance with the Specifications. Weed control shall be done quarterly in accordance with Section 23 of the Specification.
5. Well 22-B and Well No. 23 shall be maintained once per month .\
6. San Miguel Ave. Vacant Lot shall be maintained once per month.
7. Long Beach Blvd. and Willow Place Vacant Lot shall be maintained once per month.

Section 27 **ENFORCEMENT OF STANDARDS**

Contractor shall strictly adhere to the standards set forth in this section and these specifications.

1. **Contractor to assign a staff member to drive through the maintenance areas DAILY, to ensure that all areas are kept clean and in an impeccable condition.**

Failure by the Contractor to inspect areas daily will compel the City to perform that duty by hiring a third party. The cost to the City of providing this task will be deducted from any payments to Contractor.

2. **All areas under the 4 maintenance districts (PR-12) shall be free from weeds, trash, deleterious materials, illegally dumped items, dying plants, unsightly plant material, chewing gum, and spilled paint.**

The City of South Gate has a zero-tolerance policy for all items listed above in this sub-section. The contractor must immediately notify the City of any items, except the ones listed above, abandoned in the maintenance district areas.

Section 28 Emergency Services

Contractor shall provide emergency services on an as-needed basis, as follows:

1. Emergency services shall be provided either (1) during normal business hours, (2) during nights, and (3) on weekends, and (4) on holidays.
2. Normal business hours shall be from 7:00 AM to 5:00 PM; Monday thru Thursday. Night work shall be from 5:00 PM to 7:00 AM; and Weekend work shall be at all other times, with the exception of Holidays. Holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
3. Contractor shall be required to respond within one hour of a request for service from the City.
4. All work for emergency services shall be performed in accordance with the scope of work requested herein.
5. Contractor shall not use subcontractors to perform any services, including without limitation emergency services.
6. Services shall be paid based on time and materials. Time will be compensated based on the unit bid price for Crew Hours in accordance with the bid proposal. Materials shall be compensated based on actual materials utilized to perform the repairs.

Section 29 Water

Contractor may utilize City water without charge from the adjacent City fire hydrants for dust control. Contractor shall utilize a City fire hydrant meter whenever he uses water, to record water use. Contractor shall be fully responsible for the City fire hydrant meter fee.

Section 30 **Requests for Payments**

The Contractor shall, on or before the 20th day of each calendar month after actual work is started, submit a request for payment to the City, with a summary of the work completed. The City shall process the Contractor's request for payment within sixty (60) days from the date of submittal of an approved invoice. The contractor hereby agrees to waive any late payment claims against the City for payments made within ninety (90) days after an "approved" invoice is received by the City.

Section 31 **Disposal of Solid Waste**

Solid waste, recyclable material and green waste, inclusive of landscape clippings, generated by the Contractor's activities or collected through the Contractor's operations shall be source separated. It shall be disposed of offsite at the end of each work day, or upon the completion of the Contractor's daily operations, whichever occurs first, at the City's Salt Lake Transfer Station, located at 9545 Salt Lake Ave, South Gate, CA 90280, at no additional cost to the City. The City shall not assess the Contractor disposal fees for disposing of solid waste, recyclable material and green waste at the Salt Lake Transfer Station.

B. MAINTENANCE STANDARDS

1. Alameda Sound Wall between Southern Ave and Nebraska Ave

Alameda sound wall planter shall be maintained and trimmed in straight and neat horizontal and vertical planes and shall not grow more or protrude than 30 inches from the sound wall. All "dead" areas shall be reported to the City and planted with similar plants. Failure by the Contractor to keep this site in excellent condition will compel the City to maintain it and charge the Contractor time and material (not less than $500 per occurrence)

2. Medians and parking lots

All medians and parking lots, listed in this RFP, must have an impeccable appearance at all times. Dead plants must be removed immediately and replaced within 48 hours. In the event

the Contractor fails to replace the dead plants in the time prescribed above then the City will proceed with the replacement and will charge the Contractor time and material for the replacement and shall deduct the charges (minimum $500 per occurrence) from future payments to the Contractor. All trash, weeds, and other materials must be removed from the medians and parking lots immediately. Failure to comply with this requirement will compel the City to complete the cleanup and charge the Contractor for time and material. (Not less than $250 per occurrence). Such charges are to be deducted from future payments owed to the Contractor.

3. Trash receptacles

All trash receptacles, listed in this RFP, shall be emptied per the schedule in these specifications, and whenever full, as reported by the Contractor's staff assigned to monitor the maintenance areas. Contractor shall immediately empty trash receptacles when notified or as reported by the Contractor's staff assigned to monitor all sites. Failure to empty the trash receptacles when full will result in City crews completing the work. The cost of City time and material will be charged to the Contractor (not less than $250 per occurrence)

4. City staff overview of maintenance duties by Contractor

Public Works Maintenance Division personnel shall monitor all regularly scheduled maintenance duties like steam cleaning operations and approve or disapprove the final product, immediately upon completion of the operations. The Public Works Maintenance Superintendent may at his discretion require a written report from staff certifying that all duties were performed according to the contract specifications.

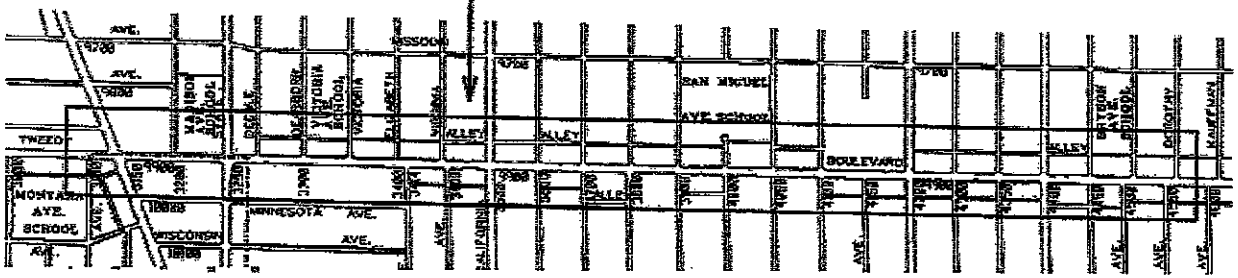
EXHIBITS A1 THROUGH A12

LOCATION MAPS AND TASK DESCRIPTIONS

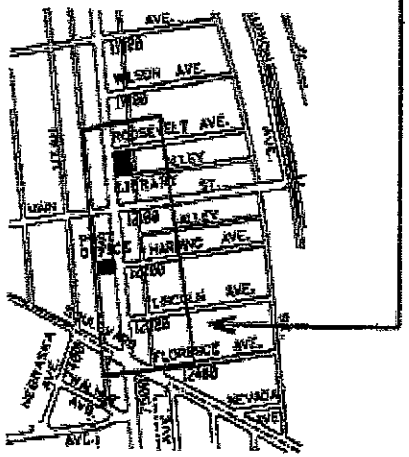
NOTE: IT IS THE INTENENT OF THE SPECIFICATIONS TO IDENTIFY ALL OF THE SCOPE OF WORK REQUIRED TO BE PERFORMED ON ALL OF THE FACILITIES IDENTIFIED IN SECTION 2, AND ELSEWHERE ON THE SPECIFICATIONS AND EXHIBITS. THE EXHIBITS ARE PROVIDED FOR GENERAL INFORMATION HOWEVER ANY ADDITIONAL WORK IDENTIFIESD IN THE EXHIBITS, NOT INCLUDED IN THE SPECIFICATOS, SHALL BE PERFORMED BY THE CONTRACTOR, AND INCLUDED IN THE BID PROPOSAL.

EXHIBIT A1- TWEEDY AND HOLLYDALE DISTRICT

I. TWEEDY MAINTENANCE DISTRICT



II. HOLLYDALE DISTRICT
GARFIELD AVE FROM ROOSEVELT TO FLORENCE AVE

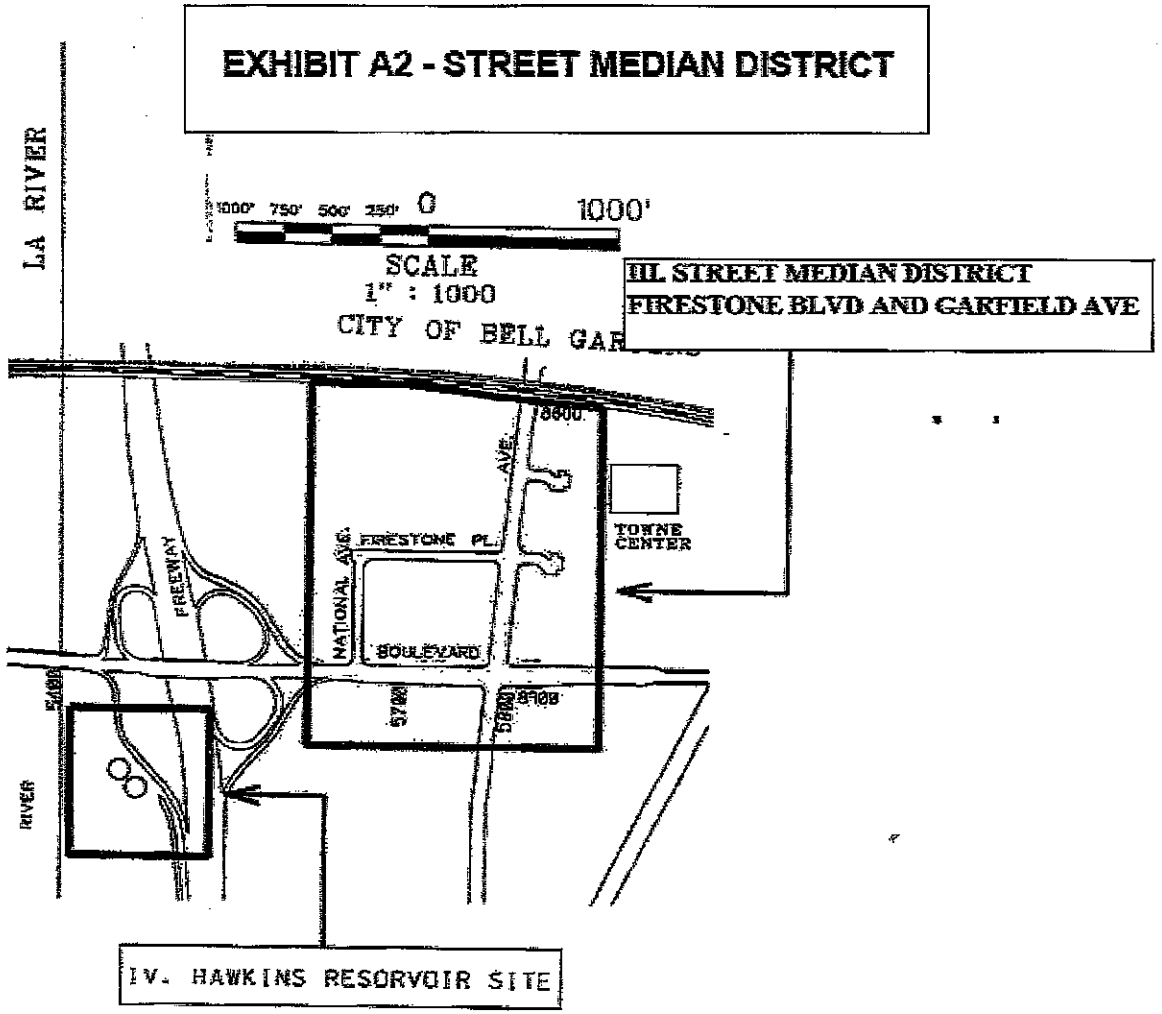


Tweedy Maintenance District
Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on sidewalks and parking lots, including but not limited to landscaping services; litter abatement and removing weeds from planters, and all public places within the district in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; and steam cleaning facilities in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and all public sitting areas.

Hollydale Maintenance District
Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on sidewalks and parking lots including but not limited to landscaping services; litter abatement and removing weeds from planters, and all public places within the district in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; and steam cleaning facilities in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and all public sitting areas.

Exhibit A-28

41
62



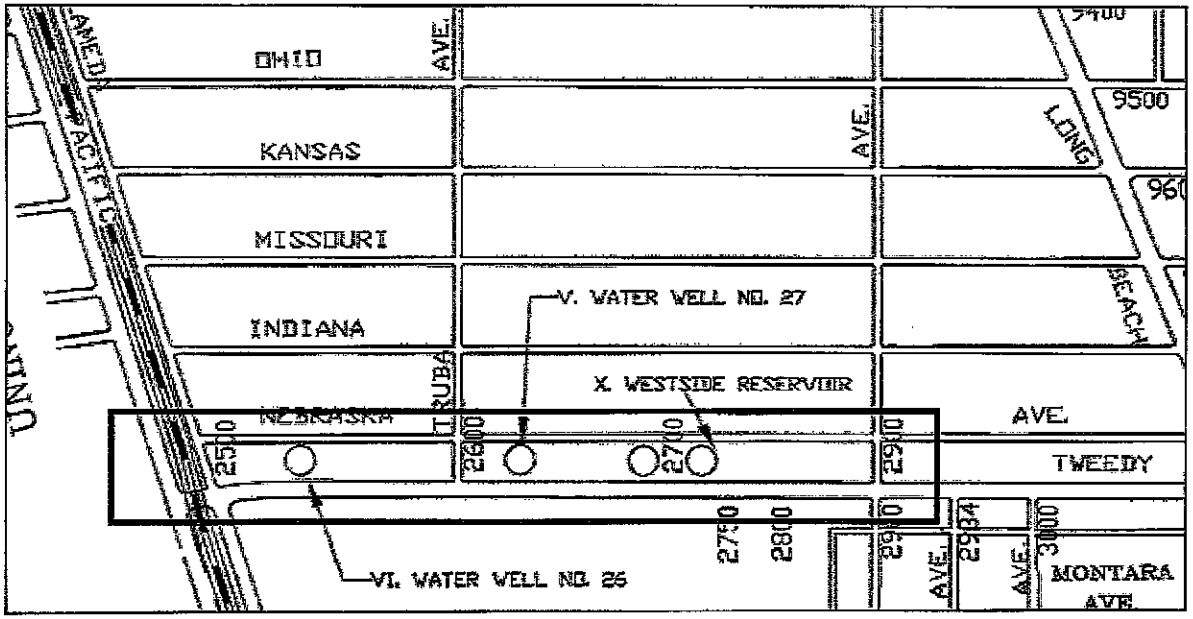
Street Median District (Firestone Blvd and Garfield Ave)

Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on parkways and medians, including but not limited to landscaping services; maintenance of groundcover, trimming bushes and hedges on the road medians; litter abatement and removing weeds from planters and medians daily, within the district in accordance with Section 23 and Section 24; servicing trash receptacles, inclusive of servicing those on Firestone Place, in accordance with Section 24; and steam cleaning facilities in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

Exhibit A-29

5084906.1 — L235.53

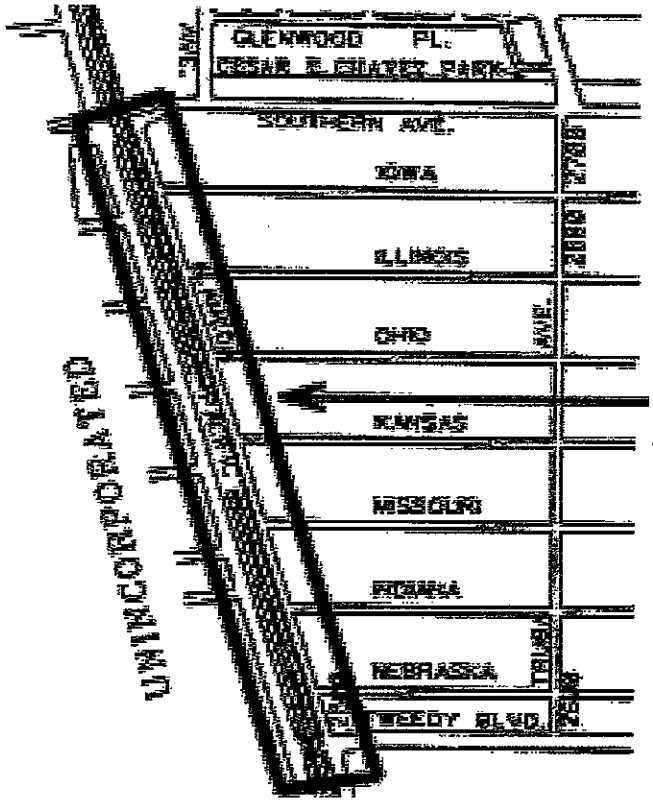
EXHIBIT A3 - WELL SITES 26, 27 AND WESTSIDE RESERVOIR



Site Maintenance

Contractor shall perform all maintenance work required by and in accordance with all applicable Specifications, including but not limited to landscaping services; removing trash and debris, and removing weeds from planters and landscaped areas ~~bi-~~weekly, in accordance with Section 23 and Section 24.

EXHIBIT A4 - ALAMEDA WALL AND FIRESTONE MEDIAN



XI. ALAMEDA SOUND WALL TWEEDY BLVD TO SOUTHERN AVE.

1. Maintain and trim vine along a straight line 30" from sound wall as needed
2. Trim hedges in planters along rectangular straight lines as needed
3. Remove dead vegetation as needed
4. Perform all work required in the project specifications
5. Visit and inspect site daily and report conditions to the City Project Manager.

Exhibit A-31

5084906.1 -- L235.53

Exhibit A5

Firestone Blvd from East Alameda Street to Rayo Ave, (2) Imperial Highway from Los Angeles River to Ryerson Ave, and (3) Garfield Avenue from Roosevelt Avenue and Howery Street.

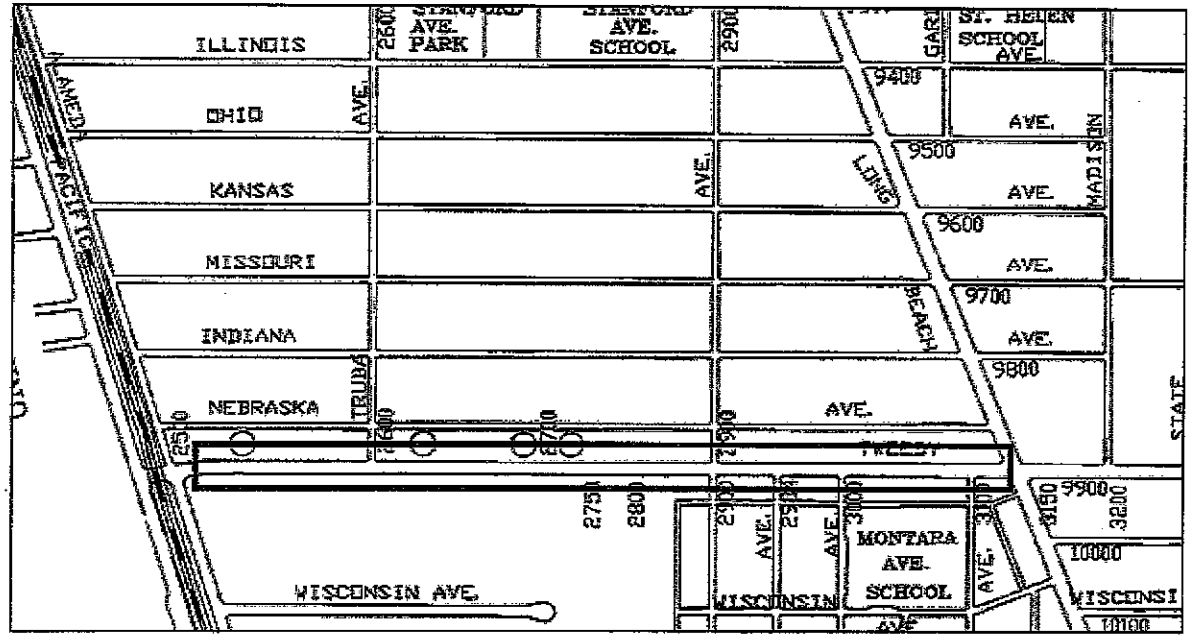
Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on medians, parkways, trash receptacles and public facilities, including but not limited to landscaping services; removing and replacing dead vegetation; maintaining hedges in good condition and trim to straight lines weekly where applicable; trimming hedges, landscaping and groundcover on a bi-weekly basis on the road median segment between Bryson and Kauffman; litter abatement and removing weeds from planters, in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; and steam cleaning public facilities and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

Exhibit A6

Atlantic Avenue, from Abbott Road to Salt Lake Ave.

Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on medians, parkways and trash receptacles and public facilities, including but not limited to landscaping services; removing and replacing dead vegetation; maintenance of groundcover and flower beds on an as-needed basis; maintaining hedges in good condition and trim to straight lines weekly where applicable; litter abatement and removing weeds from planters, in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; steam cleaning public facilities and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas; AND, Contractor shall steam clean median hardscaped areas once a month.

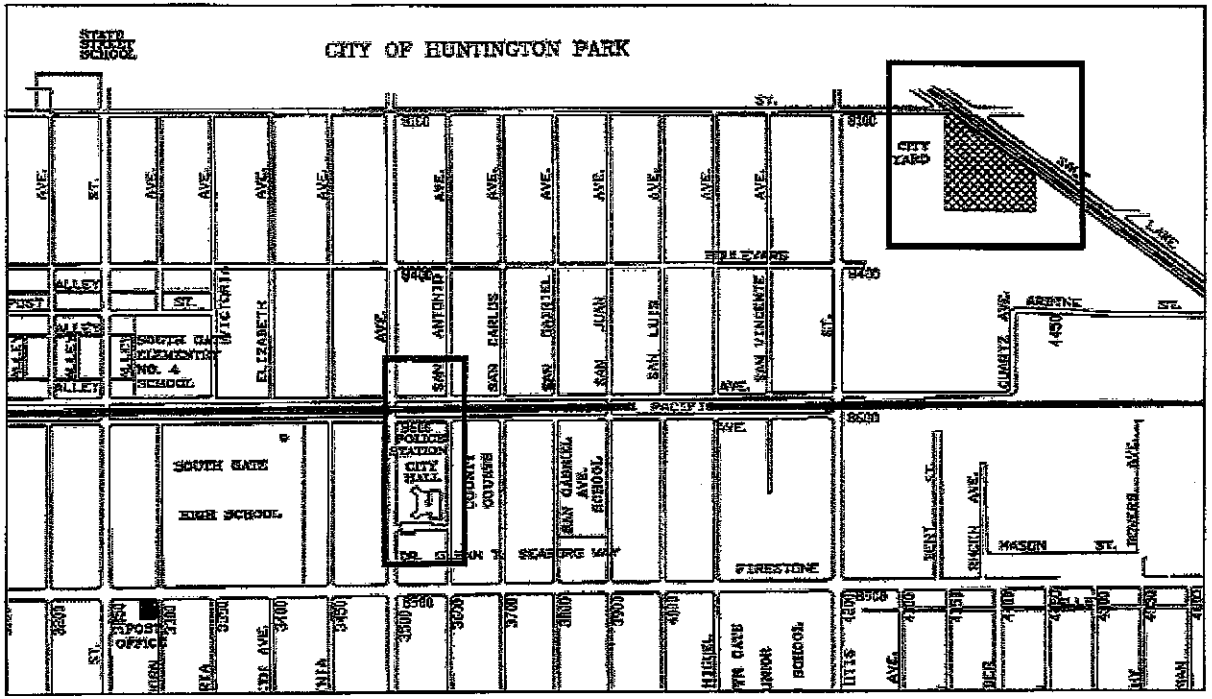
EXHIBIT A7 - TWEEDY MEDIAN BETWEEN LONG BEACH BLVD AND ALAMEDA ST



Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on medians, parkways, trash receptacles and public facilities, including but not limited to landscaping services; removing and replacing dead vegetation; maintaining hedges in good condition and trim to straight lines weekly where applicable; maintaining landscaping and ground cover; litter abatement and removing weeds from planters, in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; and steam cleaning public facilities, hardscaped medians, and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

Exhibit A-33

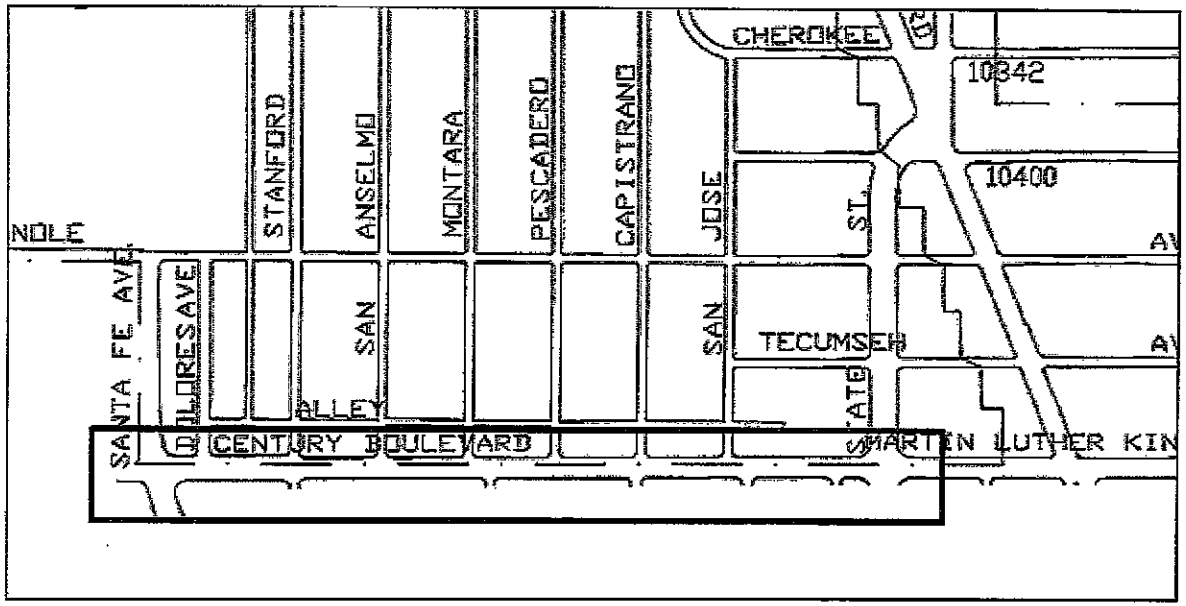
EXHIBIT A8 - CIVIC CENTER AND MAINTENANCE FACILITIY



Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on landscaped areas, sidewalks, planters and parking lots, including but not limited to, landscaping services; litter abatement and removing weeds; removing dead vegetation and plants on an a-needed basis; ensuring normal growth of plants; and changing color of flower beds five time a year. Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on parkways and trash receptacles, including but not limited to litter abatement servicing trash receptacles in accordance with Section 24.

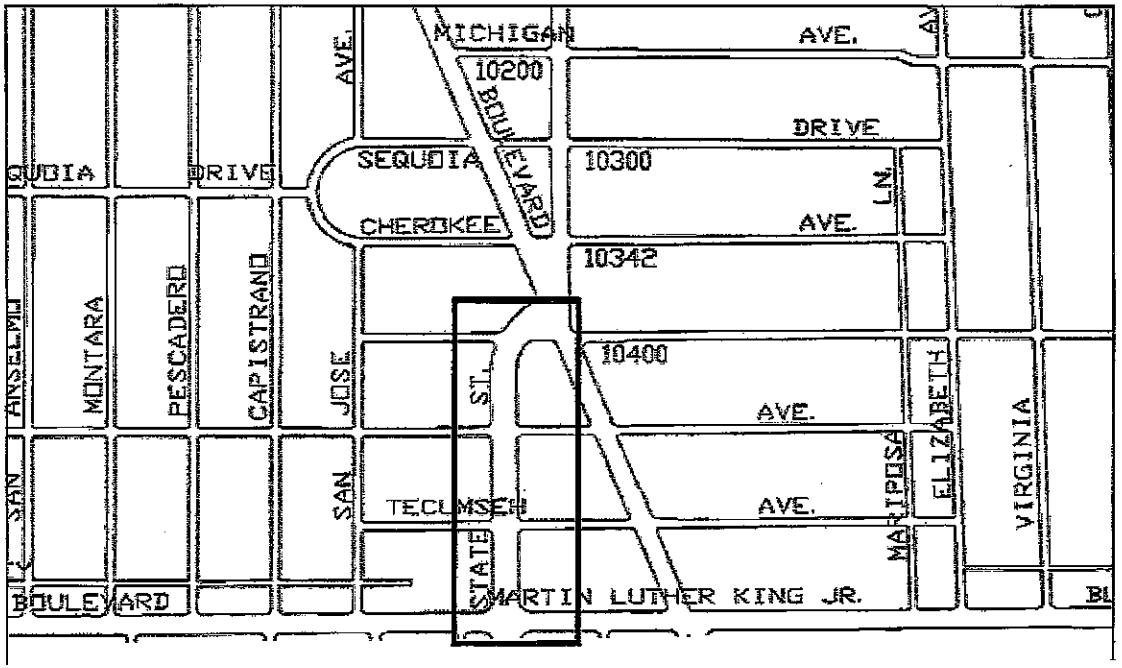
Exhibit A-34

EXHIBIT A9 - CENTURY BLVD FROM STATE STREET TO SANTA FE AVE



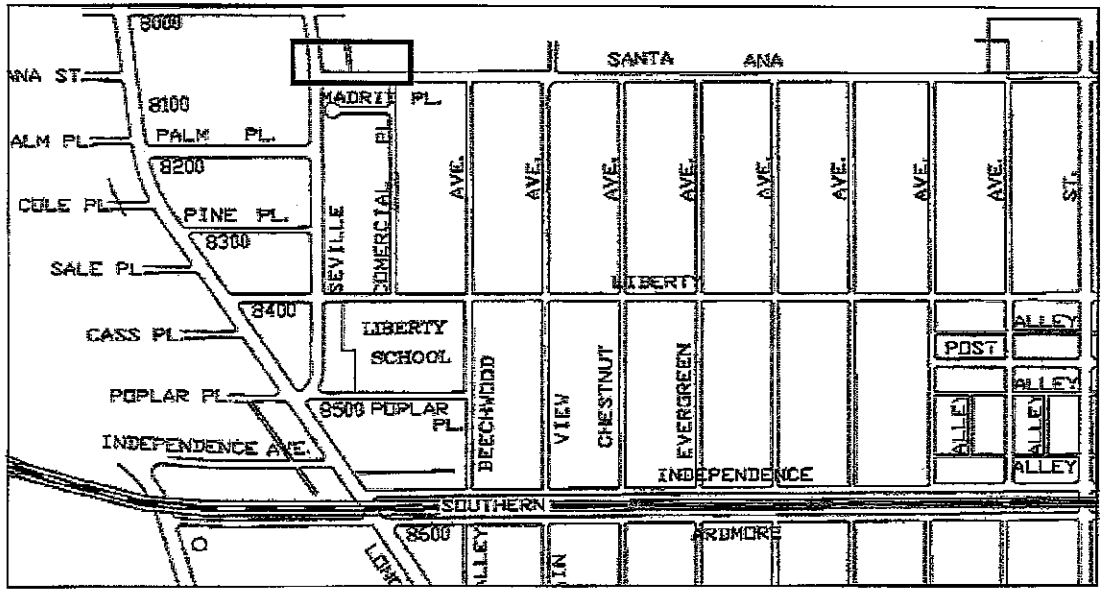
Perform all maintenance work required by, and in accordance with, Section 24 to service trash receptacles.

EXHIBIT A10- STATE STREET BETWEEN LONG BEACH BLVD AND MARTIN LUTHER KING JR BLVD



Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on medians, parkways, trash receptacles and public facilities, including but not limited to removing and replacing dead vegetation; mowing the turn once a week on the 20-foot wide median in accordance with Section 20, and replacing dead turn as-needed; litter abatement on the median only in accordance with Section 24; ensuing sprinklers are functional and provide full coverage in accordance with Section 14 and Section 15; removing pine needles from medians island, public areas and sidewalks; applying fertilizer at aeration treatments as necessary to keep turf lush green and in a healthy condition year-round; and removing weeds, gum, dirt, graffiti and USA markings from medians at Long Beach Blvd as-needed.

EXHIBIT A11 - SANTA ANA STREET AT SEVILLE AVE



Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on sidewalks and public facilities, including but not limited to keeping wall free of graffiti; litter abatement and servicing trash receptacles in accordance with Section 24; and steam cleaning public facilities and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

Exhibit A12

Long Beach Blvd, Tweedy Blvd to Santa Ana Ave

Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on sidewalks, trash receptacles and public facilities, including but not limited to landscaping services; litter abatement and removing weeds from tree wells, in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; and steam cleaning public facilities and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

Exhibit A13

Azalea Regional Shopping Center District

Perform all maintenance work required by, and in accordance with, all applicable sections of the specifications on sidewalks, trash receptacles and public facilities including but not limited to, litter abatement and removing weeds from tree wells, in accordance with Section 23 and Section 24; servicing trash receptacles in accordance with Section 24; and steam cleaning public facilities and sidewalks in accordance with Section 25, including but not limited to bus shelters, bus stops, benches, and any public sitting areas.

CITYWIDE ANNUAL LANDSCAPING AND MAINTENANCE SERVICES PROGRAM

Name of Contractor: Mariposa Landscapes, Inc.

In accordance with the Request for Proposal (RFP) for the Citywide Annual Landscaping and Maintenance Services Contract, the undersigned declares that he/she has carefully examined and read the RFP requirements and is familiar with the requirements therein contained, and proposes to furnish all labor, material, and supplies necessary to accomplish the terms of the maintenance contract at the following prices:

A. ANNUAL MAINTENANCE SERVICES

Item No.	Description	Months	Price per Month	Annual Amount
Maintenance Districts				
1	Maintenance of Tweedy Maintenance District in accordance with Exhibit A1 and the Specifications.	12	$2,362.87	$28,364.44
2	Maintenance of Hollydale Maintenance District in accordance with Exhibit A1 and the Specifications.	12	$1,406.54	$16,878.48
3	Maintenance of Azalea Regional Shopping Center Maintenance District in accordance with Exhibit A13 and the Specifications.	12	$1,870.60	$22,447.20
4	Steam Cleaning Services in Accordance with Specifications and Scope of Work on Exhibits A1 through A13.	12	$1,969.06	$23,628.72
5	Trash Receptacle Services in Accordance with Specifications and Scope of Work on Exhibits A1 through A13.	12	$1,969.06	$23,628.72
City Facilities				
6	Maintenance of Hawkins Reservoir site per the attached Exhibit A2 and the Specifications.	12	$393.82	$4,725.84
7	Maintenance of Water Well No. 26, No. 27, No. 23, and Westside Reservoir site, per the attached Exhibit A3 and the Specifications.	12	$656.36	$7,876.32

Item No.	Description	Months	Price per Month	Annual Amount
8	Maintenance of Well 22-B and Well No. 23 per the Specifications.	12	$918.90	$11,026.80
9	Maintenance of the Public Works Corporate Yard per the Specifications.	12	$1,181.44	$14,177.28
10	Maintenance of Civic Center Parking Lot per the attached Exhibit A8 and the Specifications.	12	$1,875.38	$22,504.56
11	Maintenance of San Miguel Ave. Vacant Lot per the Specifications.	12	$393.82	$4,725.84
12	Maintenance of Alameda Street Sound Wall planter per the attached Exhibit A4 and the Specifications.	12	$525.09	$6,301.08
13	Maintenance of Long Beach Blvd. and Willow Place, Vacant Lot per the Specifications.	12	$393.82	$4,725.84
14	Maintenance of vacant facility lot at Paramount Blvd and Gardendale per the specifications	12	$393.82	$4,725.84
City Roadways				
15	Maintenance of medians, sidewalks and public facilities located on Garfield Ave. and Firestone Blvd within the Street Median District per attached Exhibit A2 and Specifications.	12	$703.27	$8,439.24
16	Maintenance of sidewalks and public facilities located on Imperial Highway from the Los Angeles River to Ryerson Ave, in accordance with Exhibit A5 and Specifications.	12	$1,406.91	$16,870.92
17	Maintenance of medians located on Imperial Highway from the Los Angeles River to Ryerson Ave, starting in July of 2023, in accordance with Exhibit A5 and Specifications.	12	$1,406.54	$16,878.48
18	Maintenance of medians, sidewalks and public facilities located on Firestone Blvd., from East Alameda Street to Rayo Avenue, per Exhibit A5 and the Specifications.	12	$2,109.80	$25,317.60

Item No.	Description	Months	Price per Month	Annual Amount
19	Maintenance of medians, sidewalks and public facilities located on Atlantic Ave. from Salt Lake Ave to Abbott Road, per Exhibit A6 and per Specifications.	12	$1,575.25	$18,903.00
20	Maintenance of medians, sidewalks and public facilities located on Tweedy Blvd, between Long Beach Blvd. and Alameda Street, as per Exhibit A7 and per Specifications.	12	$1,405.91	$16,870.92
21	Maintenance of medians, sidewalks and public facilities located on Garfield Avenue from Roosevelt Avenue to Howery Street, per Exhibit A5 and per Specifications.	12	$703.27	$8,439.24
22	Maintenance of medians on State Street, from Long Beach Blvd. to Martin Luther King Blvd., per Exhibit A10 and per Specifications.	12	$1,405.91	$16,870.92
23	Maintenance of sidewalks and public facilities located on Long Beach Blvd, between Tweedy Blvd and Santa Ana Ave, per Exhibit A12 and per Specifications.	12	$1,406.54	$16,878.48
Other Roadways				
24	Maintenance of Chakemco Street, from Atlantic Ave to Legacy Lane, per the Specifications.	12	$393.82	$4,725.84
25	Maintenance of Miller Way, from Garfield Ave. to Frontage Road, per the Specifications.	12	$656.36	$7,876.32
26	Maintenance of Ardmore Ave Frontage along LADWP ROW, west of Virginia Ave, per the Specifications.	12	$656.36	$7,876.32
27	Maintenance of the sound wall and parkways at West Frontage Road, Northeast, and Northwest of Miller Way to the Urban Orchard Park entrance.	12	$525.09	$6,301.08
28	Maintenance of Santa Ana Street, at Seville in accordance with Exhibit A11 and the Specifications.	12	$393.82	$4,725.84

Item No.	Description	Months	Price per Month	Annual Amount
29	Maintenance of Century Blvd., from State Street to Santa Fe Avenue per Exhibit A9 and the Specifications.	12	$393.82	$4,725.84
Miscellaneous Area				
30	Maintenance of LADWP ROW per the Specifications.	12	$918.90	$11,026.80
31	Auto Accidents - Replanting and repairs.	12	$100.00	$1,200.00
32	All center medians, replace plant material in bare/missing areas as directed.	12	$100.00	$1,200.00
33	Special cleanups for three City events, annually, per Section 24.		$693.11	$8,317.32
A. SUB-TOTAL – ANNUAL MAINTENANCE SERVICES				$399,171.12

B. **EMERGENCY SERVICES**

	Service	Unit	Unit Price	Estimated Units	Extended Price
1	Crew rental (M-F, normal business hours) [1][2]	Crew Hours	$ 55.00	200	$ 11,000.00
2	Crew rental (nights) [1][2]	Crew Hours	$ 77.00	250	$ 19,250.00
3	Crew rental (weekends and/or holidays) [1][2]	Crew Hours	$ 97.00	250	$24,250.00
B. SUB-TOTAL – EMERGENCY SERVICES					$ 54,500.00

[1] Unit Price shall include mark-ups, overhead, and profit.
[2] Payments will be made based on time and material.

C. **ATTACH A LABOR AND EQUIPMENT RATE SCHEDULE**

The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit.

GRAND TOTAL AMOUNT FOR THREE YEARS OF SERVICE (Amount Written in Numbers):

$1,252,013.36

GRAND TOTAL AMOUNT FOR THREE YEARS OF SERVICE (Amount Written in Words):

One Million Two Hundred Fifty Two Thousand Thirteen Dollars and Thirty Six Cents.

The GRAND TOTAL AMOUNT shall reflect the total cost of three years of service, as follows:

GRAND TOTAL AMOUNT = (3 x (Sub Total–Annual Maintenance Services)) + (Sub Total–Emergency Services)

The City of South Gate reserves the right to reject any and all bids or waive any informality or irregularity in the bid Proposal or the bid procedures and shall be the sole judge of the bids received.

The undersigned has carefully checked all of the above figures and understands that the City of South Gate, of any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. The bidder agrees that this Bid Proposal Forms constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Request for Proposal from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

Submission of Cost Proposal and signature of representative of Contractor below shall serve as the basis for Contractor to perform stated services at the Price Per Month and Unit Prices specified for duration of the three-year term of the contract.

The undersigned represents that he/she is authorized to submit the Proposal on behalf of the Contractor. Contractor acknowledges that said Proposal shall remain valid for a period of ninety-(120) days and may not be withdrawn during such period.

CONTRACTOR

[signature] 08/29/2024

5084906.1 -- L235.53

Signature Date

Terry Norlega President

Print Name Title

95-4245898

Social Security or Taxpayer ID Number

1000005079

DIR Registration Number

MARIPOSA LANDSCAPES INC.
6232 Santos Diaz, Irwindale CA 91702
Tel. 626 960-0196, Fax 626 960-8477 - Contractor License No: 592268

To: City of South Gate
Harry Frisby
4244 Santa Ana Street

South Gate CA 90280

Tel.: 323-357-5804 Ext.: Fax
Email: jpreciado@sogate.org

Date	**05/12/2026**
Proposal No.	**110486**
Your Ref. No.	
Your Ref. No.	
Date Requested	
MLI Job No.	91-24003
Prepared By:	Miguel Medina
miguel.medina@mariposa-ca.com	626-991-4219

Tweedy Mile New Landscape Upkeeping

This price will cover the following services for the new landscape areas within Tweedy Mile perimeter:
* Hand watering 2x's per week.
* Maintenance of flower beds.
* Plant material replacement.
* Mulch refreshment once per year.

Price **$7,615.00**

Seven Thousand Six Hundred Fifteen And 00/100 US Dollar

Terms As allowed by current agreement.

Exclusions All prevailing wages, design, permits, night and weekend work, any unforseen underground obstacles, and anything not mentioned.

Time Project start date is currently 10 days after acceptance.

Completion time for this project as specified is 30 working days.

Limits Time limit for the acceptance of this proposal is 30 calendar days from the above date.

Acceptance

Miguel Medina
Mariposa Landscapes Inc.

Harry Frisby
City of South Gate

Date

MARIPOSA LANDSCAPES INC.

6232 Santos Diaz, Irwindale CA 91702
Tel. 626 960-0196, Fax 626 960-8477 - Contractor License No: 592268

Date	05/20/2026
Proposal No.	110623
Your Ref. No.	
Your Ref. No.	
Date Requested	
ML Job No.	91-24003

To: City of South Gate
Harry Frisby
4244 Santa Ana Street

South Gate CA 90280

Tel.: 323-367-5804 Ext.: Fax
Email: jpreciado@sogate.org

Prepared By: Craig Johnson
Craig.Johnson@mariposa-ca.com
7146863560

Median Squares (6) - Firestone Blvd

Removal of any unsuitable material & preparation of the base and subgrade
Extending drip irrigation within the median cut-out areas
Placement of decomposed granite (DG) & compaction
Plant 48 - 5/g Foxtail Agave

Grand Total $22,930.00

Price **$22,930.00**

Twenty Two Thousand Nine Hundred Thirty And 00/100 US Dollar

Terms As allowed by current agreement.

Exclusions All prevailing wages, design, permits, night and weekend work, any unforseen underground obstacles, and anything not mentioned.

Time Project start date is currently 30 days after acceptance.

Completion time for this project as specified is 5 working days.

Limits Time limit for the acceptance of this proposal is 60 calendar days from the above date.

Acceptance

Craig Johnson
Mariposa Landscapes Inc.

Harry Frisby
City of South Gate

Date

EXHIBIT A

SCOPE OF WORK

Tweedy Mile District – New Landscape Areas

This amendment adds additional landscape maintenance services for newly installed landscape areas within the Tweedy Mile perimeter to the original contract scope of work under Section II. Street Median Maintenance District.

The Contractor shall furnish all labor, materials, tools, and equipment necessary to perform ongoing landscape maintenance services including, but not limited to, the following:

- Hand watering two (2) times per week;
- Maintenance of flower beds;
- Replacement of damaged or dead plant material; and
- Mulch refreshment once per year.

All maintenance activities for these additional locations shall comply with the standards and requirements specified in the original contract specifications. All other terms and conditions of the original contract remain unchanged and in full force and effect.

Firestone Boulevard – Median Cut-Out Improvements

This amendment adds a one-time landscape and irrigation improvement project at six median cut-out locations along Firestone Boulevard to the original contract scope of work.

The Contractor shall furnish all labor, materials, tools, and equipment necessary to complete the median landscape improvements including, but not limited to, the following:

- Removal of unsuitable material and preparation of the base and subgrade;
- Extension of drip irrigation within the median cut-out areas;
- Placement and compaction of decomposed granite (DG); and
- Installation of forty-eight (48) five-gallon Foxtail Agaves.

All work shall be performed in accordance with the original contract specifications and to the satisfaction of the City Representative. All other terms and conditions of the original contract remain unchanged and in full force and effect.

EXHIBIT B

FEE PROPOSAL

The compensation for Amendment No. 2 shall be based on the fee proposals submitted by Mariposa Landscape Services, LLC., attached hereto and incorporated herein by reference, as follows:

1. Proposal No. 110486 dated May 12, 2026, for "Tweedy Mile New Landscape Upkeeping," in the amount of Seven Thousand Six Hundred Fifteen Dollars ($7,615) per month for ongoing landscape maintenance services.
2. Proposal No. 110623 dated May 20, 2026, for "Median Squares (6) – Firestone Blvd," in the amount of Twenty-Two Thousand Nine Hundred Thirty Dollars ($22,930) for one-time landscape and irrigation improvements.

The total compensation for Amendment No. 2 shall not exceed Two Hundred Five Thousand Six Hundred Ninety Dollars ($205,690).

Description	Amount
Tweedy Mile Landscape Maintenance (24 Months)	$182,760
Firestone Boulevard Median Cut-Out Improvements	$22,930
Total Amendment No. 2 Amount	$205,690

Office of the
South Gate City Clerk

JUN 17 2026

FILED
6:15pm

Item No. 6

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **June 23, 2026**
Originating Department: **Public Works**

Department Head: Arturo Cevantes — *Arturo Cevantes*

City Manager: Rob Houston — *Rob Houston*

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2023-78-CC WITH JOHN L. HUNTER AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE MANAGEMENT OF THE CITY'S CALRECYCLE USED OIL AND BEVERAGE CONTAINER RECYCLING PROGRAMS

PURPOSE: To approve Amendment No. 1 to Contract No. 2023-78-CC with John L. Hunter and Associates for managing the City's CalRecycle Used Oil Recycling and Beverage Container Recycle Programs. The amendment would extend the term of that contract for one additional year, with a corresponding annual payment to the contractor.

RECOMMENDED ACTION: The City Council will consider:

a. Approving Amendment No. 1 to Contract No. 2023-78-CC with John L. Hunter and Associates, Inc. ("Agreement") for management the City's CalRecycle Used Oil Recycling and Beverage Container Recycle Grant Programs, extending the term for one additional year (July 1, 2026, through June 30, 2027) for an additional compensation amount not to exceed $38,200; and
b. Authorizing the Mayor to execute Amendment No. 1 to Contract No. 2023-78-CC in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Amendment No. 1 to Contract No. 2023-78-CC is in the amount of $38,200 and will be funded through CalRecycle grant funds for the Used Oil Recycling and Beverage Container Recycling Programs and will be included in FY2026/27 Operation Budget.

ANALYSIS: On June 13, 2023, the City Council approved Contract No. 2023-78-CC with John L. Hunter and Associates, Inc., to manage the City's CalRecycle Used Oil Recycling and Beverage Container Recycling Grant Programs. The Agreement has an initial three-year term and is scheduled to expire on June 30, 2026. The Agreement may be extended for up to two additional one-year terms upon the mutual written agreement of both parties. Staff recommend extending the term for one (1) additional year to ensure continued implementation and uninterrupted management of grant program services. The Contractor, John L. Hunter and Associates, Inc., is willing to extend the contract in exchange for the increased compensation set forth above.

BACKGROUND: The California Department of Resources Recycling and Recovery (CalRecycle) administers the Used Oil Recycling Grant Program and the Beverage Container Recycling Grant Program to support local recycling and environmental protection efforts throughout California. These programs provide funding to local governments and other eligible organizations to expand recycling opportunities, reduce pollution, and increase public participation in recycling programs.

The Used Oil Recycling Grant Program was established through the Used Oil Recycling Act of 1991 (SB 546) and supports activities that encourage the proper collection and recycling of used motor oil. The program helps prevent improper disposal of used oil, which can contaminate waterways, soil, and other environmental resources.

The Beverage Container Recycling Grant Program was established under the Beverage Container Recycling and Litter Reduction Act of 1986, which created California's California Redemption Value (CRV) recycling system. The program supports recycling infrastructure, public education, and activities that increase the recovery and recycling of eligible beverage containers while reducing litter.

Through these grant programs, John L. Hunter and Associates, Inc. provides program administration services on behalf of the City, including: (a) public education and outreach, (b) recycling center support and administration, (c) coordination with stormwater, used oil recycling, and beverage container recycling programs; and (d) general grant administration.

Collectively, these grant-funded activities help protect the environment by reducing pollution, preventing hazardous materials from entering waterways and landfills, reducing litter, and promoting recycling within the community.

ATTACHMENTS: A. Amendment No. 1 to Contract No. 2023-78-CC
B. Contract No. 2023-78-CC

AMENDMENT NO. 1 TO CONTRACT NO. 2023-78-CC FOR PROFESSIONAL SERVICES FOR THE MANAGEMENT OF THE USED OIL RECYCLING AND BEVERAGE CONTAINER RECYCLING PROGRAMS BETWEEN THE CITY OF SOUTH GATE AND JOHN L. HUNTER AND ASSOCIATES, INC.

This Amendment No. 1 to Contract No. 2023-78-CC for Professional Services for the Management of the Used Oil Recycling and Beverage Container Recycling Programs (this "Amendment No. 1") is made and entered into as of June 23, 2026, by and between the City of South Gate, a municipal corporation ("City"), and John L. Hunter and Associates, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on June 13th, 2023, the City Council approved Contract No. 2023-78-CC ("Agreement") to retain Contractor's professional services for the management of the City's CalRecycle Used Oil Recycling and Beverage Container Recycling programs, in the amount of **One Hundred Fourteen Thousand Six Hundred Dollars ($114,600)** for a three-year term commencing July 1, 2023 and expiring June 30, 2026; and

WHEREAS, City and Contractor desire to extend the term of the Agreement for one (1) additional year, subject to the terms and conditions of this Amendment No. 1;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **MODIFICATIONS TO AGREEMENT.** The Parties hereby amend the Agreement as follows:

   1.1 **EXTENSION OF TERM.** The term of the Agreement is hereby extended for one (1) additional year, commencing July 1, 2026, and terminating June 30, 2027.

   1.2 **COMPENSATION DURING EXTENDED TERM.** The total amount of compensation payable by the City to Contractor for services performed under the Agreement during the period from July 1, 2026, through June 30, 2027, shall be **Thirty-Eight Thousand Two Hundred Dollars ($38,200.00)**. With this increased amount, the total compensation payable by the City to Contractor under the Agreement during its four (4) year term shall not exceed the sum of **One Hundred Fifty-Two Thousand Eight Hundred Dollars ($152,800)**. Payment of this additional amount shall be invoiced and paid in the manner specified in Section 2.2 of the Agreement.

2. **EFFECT OF AMENDMENT.** Except as expressly amended in Section 1 above, all other terms and conditions of the Agreement and the attachments and exhibits thereto shall remain in full force and effect.

[*Signatures Appear on the Following Page*]

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

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: DRAFT _____
Raúl F. Salinas, City Attorney

JOHN L. HUNTER AND ASSOCIATES, INC.

By: _____
Jillian Brickey, Secretary

Dated: _____

AGREEMENT FOR PROFESSIONAL SERVICES FOR THE MANAGEMENT OF THE USED OIL RECYCLING AND BEVERAGE CONTAINER RECYCLING PROGRAMS BETWEEN THECITY OF SOUTH GATE AND JOHN L. HUNTER AND ASSOCIATES, INC.

This Agreement for professional services for the management of the Used Oil Recycling and Beverage Container Recycling Grant Programs ("Agreement"), is made and entered into on June 13, 2023, by and between the City of South Gate, a municipal corporation ("City"), and John L. Hunter and Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain professional services for the management of the Used Oil and Beverage Container Recycling Programs; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" 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.** The total amount of compensation for this Agreement shall not exceed the sum of **Thirty-Eight Thousand Two Hundred Dollars ($38,200)** annually, or **One Hundred Fourteen Thousand Six Hundred Dollars ($114,600)** for a three-year term as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved by the Assistant City Manager/Director of Public Works.

   2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis.

2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

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

3. **TERM OF AGREEMENT.** This Agreement is effective as of July 1, 2023, and will remain in effect through June 30, 2026, through the completion of the Scope of Services attached hereto as Exhibit "A" unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein. The Agreement can be extended for two individual one-year terms.

4. **CITY AGENT.** The Assistant City Manager/Director of Public Works, for his designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Assistant City Manager/Director of Public Works, or his 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 such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.

5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.

6. **GENERAL TERMS AND CONDITIONS.**

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

6.2 Termination for Cause.

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

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

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

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

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

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity

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

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

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

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

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

a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of

California or which is approved in writing by City.

b. Name and list as additional insured City, its officers and employees.

c. Specify its acts as primary insurance.

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

e. Cover the operations of Consultant pursuant to the terms of this Agreement.

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

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

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

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

6.8.2. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under

this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

6.8.3 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 the Consultant.

6.9 Consultant's Personnel.

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

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

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

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

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

6.11.3 The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

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

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

6.14 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of

this Agreement.

6.15 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.16 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

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

6.18 Attorney's Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

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

6.20 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice

in the United States mail, postage prepaid, and addressed as follows:

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

WITH COURTESY COPY TO:
City of South Gate
Yodit Glaze
City Clerk
8650 California Avenue
South Gate, CA 90280
E-mail: YGlaze@sogate.org

TO CONSULTANT:
John L. Hunter & Associates, Inc.
John Hunter
President
6131 Orangethorpe e200
Buena Park, CA 90620
E-mail: jhunter@jlha.net

6.21 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

6.22 Consultation With Attorney. Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

6.23 Interpretation Against Drafting Party. City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

[Remainder of page left blank intentionally]

7. **EFFECTIVE DATE.** The effective date of this Agreement is July 1, 2023, and will remain in effect through June 30, 2026, and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

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

CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor
Received in Mayor's office
Dated: 06/27/2023

ATTEST:

By: _____
Yodit, Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

JOHN L. HUNTER AND ASSOCIATES, INC.:

By: _____
Jillian Brickey, Secretary

Dated: 6/13/23

JLHA
MUNICIPAL CONTRACTOR

March 9, 2023

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

Subject: Request for Proposal for As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Program

Dear Arturo Cervantes:

John L. Hunter and Associates (JLHA) is pleased to submit a proposal to provide as-needed Used Oil Recycling and Beverage Container Recycling Grant Program consulting services, prepared in response to the City of South Gate Request for Proposal (RFP). We welcome the opportunity to continue providing environmental services to the city.

JLHA is an environmental consulting firm that specializes in servicing municipal cities. Currently we implement the used oil recycling program for five (5) cities and the beverage container recycling program for two (2) cities in the Counties of Los Angeles and Orange.

All information submitted with the proposal is considered true, accurate, and current. The person authorized as the point of contact for a contract resulting from the RFP, and who will be the responsible for day-to-day management of these services is:

Jillian Brickey, Program Manager
John L. Hunter & Associates, Inc.
6131 Orangethorpe Ave, Suite 300, Buena Park, CA 90620
562.676.5703 | jbrickey@jlha.net

We welcome the opportunity to continue offering our services. If you have any questions, you can reach me at jbrickey@jlha.net, or 562.676.5703.

Sincerely,

Jillian Brickey
Director

As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Program

JLHA
MUNICIPAL CONTRACTOR

SERVICES PROPOSAL
2023.03.09

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

Prepared by: **John L. Hunter & Associates**
6131 Orangethorpe Ave #300
Buena Park, CA 90620

Jillian Brickey
Project Manager
jbrickey@jlha.net 562.676.5703

John Hunter
Principal-In-Charge
jhunter@jlha.net 310.344.8650

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1. Qualification and Experience

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation founded in 1985. We specialize in assisting municipalities implement water quality and conservation programs. These programs include NPDES, stormwater pollution prevention, watershed management, sewer overflow prevention, water conservation, and recycling. Services include program administration, planning, reporting, and funding, as well as inspections, engineering, monitoring, and public education.

We have been working with the City of South Gate since 1993 and are currently implementing the City's Used Oil, Beverage Recycling Program and NPDES (stormwater) program. For the past 24 years, we have successfully increased awareness and recycling efforts within the community while implementing the city's Used Oil and Beverage Container Recycling Programs. We have played an integral role in the City's endeavors, including arranging filter exchanges, participating in events, and creating and planning the City's Earth Day Community Cleanup.

Currently, we implement the used oil recycling program for five (5) cities and the beverage container recycling program for two (2) cities in the Counties of Los Angeles and Orange. Services provided include:

- Grant administration
- Public education and outreach
- Recycling center support and administration
- Partnership with Stormwater, Used Oil Recycling, and Beverage Container Recycling programs

1.1. Firm Quality Assurance/Control Procedures

Service quality is ensured through a QA/QC budget assigned to the program. This budget (approximately 5% of total program costs) is for time spent by supervising key personnel to regularly review the Principal Staff Members' work product. This time is also used to track and control the budget, and to ensure control of the schedule of services provided as listed in the following subsections.

1.2. Principal Staff Members

Table 1 lists the staff members for this project and their typical project roles. See the Resumes Section for the experience, credentials, and education of the project team. The staff members listed will be available to provide any requested services throughout the term.

Table 1. Staff Members Roles

Program Title	Team Member Information	
Project Manager	Name	Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR
	Roles	Point-of-contact, manages service implementation/budget
	Workload	15% of services provided
Outreach Specialist	Name	Jacqueline Mak
	Roles	Outreach programs implementation
	Workload	70% of services provided
Program Support	Name	Hugo Garcia, CPSWQ, QSD/P, CESSWI
	Roles	Outreach programs implementation
	Workload	15% of services provided

1.3. References

Table 2 is a list of client references that receive services similar to those listed in the Scope of Work. Additional references are available at the request of the City.

Table 2. References

Agency Name	Data Field	Reference Information
Artesia	Contact/Title	Karen Lee, Special Projects Manager
	Address	18747 Clarkdale Ave, Artesia, CA 90701
	Phone/email	(562) 865-6262 ext. 234, klee@cityofartesia.us
	JLHA services/project	Used Oil
Monterey Park	Contact/Title	Xochitl Tipan, Principal Management Analyst
	Address	320 W Newman Ave, Monterey Park, CA 91754
	Phone/email	(626) 307-1383, xtipan@montereypark.ca.gov
	JLHA services/project	Used Oil
Seal Beach	Contact/Title	Patrick Gallegos, Assistant City Manager
	Address	211 Eighth St, Seal Beach, CA 90740
	Phone/email	(562) 431-2527 ext. 1308, pgallegos@sealbeachca.gov
	JLHA services/project	Used Oil
South El Monte	Contact/Title	Rene Salas, City Manager
	Address	1415 Santa Anita Ave, South El Monte, CA 91733
	Phone/email	(626) 579-6540, rsalas@soelmonte.org
	JLHA services/project	Used Oil and Beverage Container Recycling

2. Scope of Work and Project Understanding

We welcome the opportunity to continue providing as-needed professional Used Oil Recycling and Beverage Container Grant programs services to the City of South Gate. This section details the approach to complete the Scope of Work (SOW). The timeframe of this proposal is for a period of three (3) years (Fiscal Year 2023-2024 through 2025-2026) with the option for a one (1) year extension, upon written agreement by the City and JLHA. This proposal is considered valid for a period of ninety (90) days from the date of submittal.

2.1. Used Oil Recycling and Beverage Container Recycling Grant Programs

The Department of Resources Recycling and Recovery (CalRecycle) distributes an annual grant to the City specifically for the Used Oil Recycling and Beverage Container Recycling programs. JLHA and the City will work together to implement projects to achieve the goals of the Used Oil Recycling and Beverage Container Recycling Grant program. Below is an outline of the tasks that will be implemented during each reporting year for both Used Oil Recycling and Beverage Container Recycling programs. These tasks aim to increase the recycling of used oil, filters, and beverage containers, and decrease the volume of oil and containers discarded into storm drains or public disposal sites. All outreach activities and vendor purchases will have prior approval from the City.

2.1.1. Public Outreach and Education

Table 3 lists the Public Outreach and Education tasks.

Table 3. Public Outreach and Education Tasks

Task	Description
1.a	Print and social media
	We will continue to collaborate with the City's stormwater program to promote used oil and beverage container recycling information through news outlets such as the City website and seasonal newsletter, South Gate Vista. We will also utilize social media platforms such as Facebook, Twitter, and Instagram to provide program information. We are available to prepare newsletter articles and/or advertisements for print media and content for the City's social media.
1.b	Develop beverage container and used oil and filter recycling materials
	We will develop designs for outreach materials that are both educational and functional. Materials will promote the City's recycling centers and serve as reusable items for used oil recycling and beverage container recycling. Promotional advertisements include banners, flyers, and newsletter articles.
1.c	Event participation
	A minimum of four (4) local City/Community events will be attended to promote the used oil recycling and beverage container recycling programs. An informative environmental booth will be set up with educational brochures, promotional items, and

Table 3. Public Outreach and Education Tasks

Task	Description
	an interactive display. We will provide staff who are bilingual in English and Spanish will host the booths to effectively communicate to the community.
1.d	Used oil recycling and filter exchange events
	We will coordinate with local certified collection centers (CCCs) such as AutoZone and Renteria Auto Parts to host used oil recycling and filter exchange events.
1.e	Assistance with City's annual Earth Day Community Cleanup, or similar event
	We will assist City as needed, to develop and promote the City's annual Earth Day Community Cleanup Day event. We will coordinate with youths, high school students, families, local businesses, and community groups for volunteer participation.

2.1.2. Recycling center surveys, support, and promotion

Table 4 lists the recycling center surveys, support, and promotion tasks.

Table 4. Recycling Center Surveys, Support, and Promotion Tasks

Task	Description
2.a	Promote existing used oil recycling certified collection centers (CCCs) and beverage container recycling centers
	Both used oil recycling and beverage container recycling centers will promote all outreach materials, media outlets, and events.
2.b	Conduct annual Certified Collection Centers (CCC) surveys and collect used oil and filter recycling data.
	Certified Collection Centers (CCC) are used oil and filter recycling collection centers within the City. It is important to provide the centers with materials and support they need for continued involvement in the program. We will conduct a survey at all CCCs.
2.c	Administer used oil and filter hauler payments at local used oil recycling certified collection centers (CCCs)
	CalRecycle will provide payment for local CCCs to haul used oil and filters. This will include communication between participating certified collection centers and the hauler.

2.1.3. Partnership between City's Stormwater, Used Oil Recycling, and Beverage Container Recycling Programs

Table 5 lists the partnership between city programs tasks.

Table 5. Partnership Between City Programs Tasks

Task	Description
3.a	K-12 school outreach
	We will promote LA County's Environmental Defenders program for K-6 students and Battle of the Schools recycling contest and Streets to the Sea Challenge for 7-12 grade

Table 5. Partnership Between City Programs Tasks

Task	Description
	students. In addition, we will coordinate with schools to increase K-12 student participation at City/Community educational events.
3.b	Integrated program outreach
	We currently assist the City with the Stormwater Program. Both used oil recycling and beverage container recycling program outreach will be integrated with the City's stormwater program. Combining the programs as one environmental message will help the South Gate community to learn to recycle both materials while protecting our waterways.

2.1.4. Grant Administration

Table 6 lists the grant administration tasks.

Table 6. Grant Administration Tasks

Task	Description
4.a	Expend annual grant funds before the fiscal year deadline
4.b	Complete and submit all CalRecycle grant documents (Funding Request/Grant Application, Annual Report)
4.c	Communicate with CalRecycle grant advisors for project approvals and current grant updates
4.d	Administer expenditures according to proportionate cost/rate
4.e	Attend meetings on behalf of South Gate

3. Legal Investigation History

We have not been the subject of any legal investigation by County, State, and/or Federal agencies within the past five years.

4. Consultant Agreement

We have no exceptions requested to the standard contract included in the RFP.

5. Resumes

The following section includes the resumes and certifications of key personnel.

Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR

Director

17 Years of Experience in Water Quality

Education

M.S., Environmental Science, CSUF
B.S., Zoology, Cal State Poly Pomona

Certifications

CPSWQ, EnviroCert (#0845)
QSD/QSP, CASQA (#22731)
CGP Trainer of Record, CASQA

Jillian Brickey has 17 years of experience in environmental management, specializing in stormwater and watershed management and water conservation. Her relevant experiences include implementing and managing NPDES municipal Permit programs for Low Impact Development, Development Construction, and TMDL/watershed management. Tasks include includes plan review and approval, reporting, training municipal staff in program implementation, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

Municipal NPDES Permit Management: Ms. Brickey serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. NPDES Permits managed include all elements of the MS4 and CGP Permits, including erosion/sediment control and Low Impact Development (LID) for construction projects, and TMDL implementation for water bodies impaired by trash, metals, toxics, and bacteria. Through these management activities, she has:

- Represented cities in MS4 NPDES Permit New Development compliance audits from the Regional Water Quality Control Board. (Seal Beach: 2010, 2015, Stanton: 2010).
- Developed TMDL compliance plans for Metals, Toxics, Bacteria, and Trash. (Lower Los Angeles River, Lower San Gabriel River, Long Beach Nearshore Watersheds: 2013-2016.)
- Served as primary contact with clients and represented their interests when interacting with regulators. (Covina, La Habra, Seal Beach, South Pasadena, Stanton, Pasadena, West Hollywood).
- Developed Stormwater Quality Management Programs (Seal Beach: 2011), LID compliance guideline documents (Gateway cities, 2014), and LID ordinances (2014).
- Held CGP QSD/QSP training as a CGP ToR (Pasadena, 2016) and led over one hundred municipal training sessions in MS4 and CGP Permits. (Over 20 municipal clients: 2008-2016).
- Reviewed on behalf of municipal clients hundreds of LID Plans, WQMPs, and SWPPPs and verified proper installation and maintenance of hundreds of LID BMPs.
- Supervised JLHA plan checking staff.

Watershed Management: Ms. Brickey served as a Project Manager for the development of the WMPs for the Lower Los Angeles River and Lower San Gabriel River Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included evaluating existing control measures and developing new control measures and compliance schedules to achieve water quality standards. She also oversaw the development and implementation of LID ordinances as required by the WMP development process. This included preparing a LID Ordinance Equivalency Demonstration for the City of Long Beach.

She has also led multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff, and non-governmental organizations in support of contested issues regarding the watershed management compliance approach. Through representation of municipal clients' stakeholder interests, Ms. Brickey has also participated in the development of watershed management programs and monitoring programs for the Upper Los Angeles River, Upper San Gabriel River, and Peninsula Cities Watershed Groups (2013-present).

Jacqueline Mak

Project Lead/Project Analyst

Education
B.S., Environmental Science, UCLA
Concentration: Geography/Environmental Studies

Jacqueline Mak has 7 years of experience in the water quality field, specializing in local water quality regulation and public education in Los Angeles and Orange County. Her experiences include implementation of Municipal NPDES programs, development and implementation of (Enhanced) Watershed Management Programs, coordinating NPDES, Used Oil Recycling and Beverage Container Recycling public outreach programs, developing funding applications, and representing client interests with regulators and other stakeholders.

Recent Experience and Project Qualifications

Jacqueline serves as a project lead and project analyst whose responsibilities include coordinating services implementation and contributing to deliverables for several (Enhanced) Watershed Management Programs ((E)WMPs)and paired Coordinated Integrated Monitoring Programs (CIMPs). Her relevant experience for this role includes implementing and coordinating NPDES municipal permit provisions such as watershed management, TMDL compliance, water quality monitoring, and public information and participation. She also serves as project lead for public outreach-focused state grant programs under CalRecycle: Used Oil Recycling Program and Beverage and Container Recycling Program for various municipalities in Los Angeles County. Her relevant experience for this role includes applying for grant funds, Certified Collection Center auto site visits, community outreach, and program development. Specific examples of recent experience and project qualifications include:

- Developing and implementing municipal NPDES and TMDL compliance activities, including representing city interests at meetings and hearings, preparing the Individual Annual Report, preparing Watershed Integrated Monitoring Compliance Reports, Adaptive Management Reports, Trash TMDL studies and compliance reports, TMDL reopener requests, and TMDL time schedule order requests.
- Developing and coordinating project funding applications for Los Angeles and Orange County cities (Safe Clean Water Program and OCTA Tier 1 Grant).
- Serving as point-of-contact for water quality monitoring consultants implementing the CIMP.
- Developing, maintaining, and implementing the Used Oil Recycling Programs for the Cities of Monterey Park, Seal Beach, South El Monte, South Gate, and Temple City.
- Developing, maintaining, and implementing the Beverage Container Recycling Programs for the Cities of South El Monte and South Gate.
- Serving as point-of-contact for city staff and CalRecycle for the Used Oil Recycling and Beverage Container Recycling Program and representing cities in Used Oil Recycling Program audits from CalRecycle.

Watershed Management: Jacqueline participates in the development and implementation of (E)WMPs and CIMPs for the Palos Verdes Peninsula, Long Beach Nearshore and assists with the implementation of WMPS and CIMPs for the Lower Los Angeles River, and Lower San Gabriel River.

Hugo Garcia, CPSWQ, CESSWI, QSD/P

Senior Project Analyst/Assistant Project Manager

Education
B.S., Environmental Science, UCR

Certifications and Training
CPSWQ, EnviroCert (#1183)
CESSWI, EnviroCert (#4769)
QSD/P, CASQA (#27064)
Professional Certificate in GIS
Basic Inspector Academy, Cal EPA
Spanish fluency

Hugo Garcia has 11 years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Municipal Activities, Planning and Land Development, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs. In addition, Hugo provides TMDL implementation and reporting, and serves as JLHA's lead GIS Specialist.

Recent Experience and Project Qualifications

Mr. Garcia currently serves as both a Senior Project Analyst and Compliance Specialist whose responsibilities include providing assistance with the implementation of several Watershed Management Programs in Los Angeles and Orange County, as well as conducting stormwater compliance inspections (e.g., La Habra, and South Gate). Specific examples of recent experience and project qualifications include:

- Assisting with the development, implementation, and compliance reporting components of Trash TMDLs for the Cities of Alhambra, Arcadia, Burbank, Downey, Glendale, Inglewood, Long Beach, Lomita, Lynwood, Monterey Park, Paramount, Pasadena, Pico Rivera, Rancho Palos Verdes, Signal Hill, South El Monte, South Gate, South Pasadena, Temple City, and West Hollywood.
- Assisting with the development of the Lower Los Angeles River Watershed Management Group Trash Monitoring Reporting Plan (TMRP), Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs for the Cities of Arcadia, Burbank, Downey, Glendale, Long Beach, Pasadena, and Pico Rivera, and Plastic Pellet Management Programs (PMRPs) for the Cities of Arcadia, Burbank, Glendale, Monterey Park, Pasadena, San Gabriel, South El Monte, South Pasadena, and Temple City.
- Assisting with Industrial General NPDES Stormwater Permit compliance activities and Stormwater Pollution Prevention Plans (SWPPPs) for municipal facilities located in the Cities of Laguna Beach, La Mirada, San Gabriel, Signal Hill, and West Covina.
- Conducting over 3,000 NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive repair facilities, and facilities subject to the Industrial General Permit) and construction sites.
- Developing and maintaining GIS databases of 1) potential sites for low impact development (LID) retrofit projects to comply with various Watershed Management Programs, 2) catch basin retrofit locations to comply with Trash TMDLs and the statewide Trash Provisions, and 3) MS4 outfall and non-stormwater discharges locations to comply with Coordinated Integrated Monitoring Programs (CIMPs).
- Reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities in the cities of Arcadia, Signal Hill, South El Monte, South Gate, and Stanton.
- Assisting with the review of small site Low Impact Development (LID) plans for conformance with city-specific LID standards for the Cities of Signal Hill, South Gate, and West Hollywood.
- Developing retrofit opportunity inventories for multi-watershed/multi-jurisdictional grants.

As-Needed Services for Used Oil Recycling and Beverage Container Recycling Grant Program

JLHA
MUNICIPAL CONTRACTOR

SERVICES PROPOSAL
2023.03.09

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

Prepared by: **John L. Hunter & Associates**
6131 Orangethorpe Ave #300
Buena Park, CA 90620

Jillian Brickey
Project Manager
jbrickey@jlha.net 562.676.5703

John Hunter
Principal-In-Charge
jhunter@jlha.net 310.344.8650

6. Fee Proposal

6.1. Rate Schedule

Principal	$210 / hour
Director	$185 / hour
Program Manager	$185 / hour
Staff Engineer	$185 / hour
Project Manager	$175 / hour
Assistant Project Manager	$160 / hour
Project Engineer	$160 / hour
Compliance Specialist II	$130 / hour
Project Analyst II	$130 / hour
Compliance Specialist I	$120 / hour
Project Analyst I	$120 / hour
Administrative Assistant, Laborer	$80 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	$275 / hour
Subcontracted equipment	Cost + 5%

Fee Schedule effective as of January 1, 2023

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

6.2. Estimated Not-to-Exceed Fee Proposal

The city has been awarded $14,367 from the Used Oil Recycling Services Program and $23,935 from the Beverage Container Recycling Program for FY 2023-24. The city is expected to receive funding annually. With recent funding changes to the CalRecycle programs, including the Used Oil and Filter Recycling Program, we understand there may be variability in the amount of future funding for the city. We will ensure all required elements of the grant have been satisfied, to include the recycling site visits, preparation and submittal of grant funding requests and annual reporting. Should reduced/modified funding amounts take place in future years, we are able to adjust the city's Program for successful implementation and achievement of the program goals. If the City plans to spend grant funds on administrative work for each program, we are able to work closely with the city once the funding amount has been identified.

The annual not-to-exceed costs for the Used Oil Recycling and Beverage Container Recycling Grant services are included in Tables 7 and 8, and summarized in Table 9. Work will be conducted on a time and materials basis.

Table 7. Estimated Not-to-Exceed Annual Costs for UO Recycling Services

Task name	Team[1]	Rate	Hours	Year 1 (2023-2024)	Year 2 (2024-2025)	Year 3 (2025-2026)
				Totals	Totals	Totals
Task 1 – Public outreach and education	PA1	$120	70	$8,400	$8,400	$8,400
Task 2 – Recycling center surveys, support, and promotion	PA1	$120	10	$1,200	$1,200	$1,200
Task 3 – Partnership between City's Stormwater, Used Oil Recycling, and Beverage Container Recycling Programs	PA1	$120	22	$2,640	$2,640	$2,640
Task 4 – Grant Administration	PA1	$120	10	$1,200	$1,200	$1,200
Administer Program and Implement QA/QC Procedures	PM	$175	5	$875	$875	$875
Total[2]				**$14,315**	**$14,315**	**$14,315**

[1] PA1: Project Analyst I, PM: Project Manager
[1] The City has been awarded $14,367 from the Used Oil Recycling Services Program for FY 2023-23, and is expected to receive funding annually.

Grand Total for UO Recycling Services for Three Years:	$42,945

Table 8. Estimated Not-to-Exceed Annual Costs for BCR Grant Services

Task name	Team[1]	Rate	Hours	Year 1 (2023-2024)	Year 2 (2024-2025)	Year 3 (2025-2026)
				Totals	Totals	Totals
Task 1 – Public outreach and education	PA1	$120	117	$14,040	$14,040	$14,040
Task 2 – Recycling center support, and promotion	PA1	$120	15	$1,800	$1,800	$1,800
Task 3 – Partnership between City's Stormwater, Used Oil Recycling, and Beverage Container Recycling Programs	PA1	$120	36	$4,320	$4,320	$4,320
Task 4 – Grant Administration	PA1	$120	15	$1,800	$1,800	$1,800
Administer Program and Implement QA/QC Procedures	PM	$175	11	$1,925	$1,925	$1,925
Total[2]				**$23,885**	**$23,885**	**$23,885**

[1] PA1: Project Analyst I, PM: Project Manager
[1] The City has been awarded $23,935 from the Beverage Container Recycling Program for FY 2023-23, and is expected to receive funding annually.

Grand Total for BCR Grant Services for Three Years:	$71,655

Table 9. Estimated Not-to-Exceed Annual Costs for UO Recycling and BCR Grant Services

Task name	Year 1 (2023-2024)	Year 2 (2024-2025)	Year 3 (2025-2026)
Used Oil Recycling Services Grant Program	$14,315	$14,315	$14,315
Beverage Container Recycling Grant Program	$23,885	$23,885	$23,885
Annual Grand Total	**$38,200**	**$38,200**	**$38,200**

Office of the
South Gate City Clerk

JUN 17 2026

FILED

11:53am

Item No. 7

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **June 23, 2026**

Originating Department: **Public Works**

Department Director: Arturo Cervantes *Arturo Cervantes*

City Manager: Rob Houston *Rob Houston*

SUBJECT: ADDENDUM NO. 3 TO RESOLUTION 2021-61-CC APPROVING ADDENDUM NO. 3 AND ADDENDUM NO. 4 TO TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AGREEMENT NO. 2021RPLLAR05, SAFE, CLEAN WATER PROGRAM

PURPOSE: To approve Addendum No. 3 to Resolution No. 2021-61-CC approving Addendum No. 3 and Addendum No. 4 to Transfer Agreement No. 2021RPLLAR05 to secure $692,000 in Measure W Regional Program Funding for the Urban Orchard Project.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Addendum No. 3 to Resolution 2021-61-CC approving Addendum No. 3 and Addendum No. 4 to Transfer Agreement No. 2021RPLLAR05 with the Los Angeles County Flood Control District ("Transfer Agreement") to secure $692,000 in Measure W Regional Program Funding for the Urban Orchard Project;
b. Appropriating $692,000 in Measure W Regional Program Funding for the Urban Orchard Project;
c. Authorizing the Mayor to sign Addendum No. 3 to Resolution 2021-61-CC in a form approved by the City Attorney;
d. Authorizing the Mayor to sign Addendum No. 3 and Addendum No. 4 to Transfer Agreement No. 2021RPLLAR05 in a form approved by the City Attorney; and
e. Authorizing the Assistant City Manager/Director of Public to execute and submit all other documents pertaining to Addendum No. 3.

FISCAL IMPACT: There is no impact to the General Fund. Addendum No. 3 and Addendum No. 4 to the Transfer Agreement authorize the City to receive a total of $692,000 in Measure W Regional Program funds to support the Urban Orchard Project. These funds will reimburse eligible project costs.

ANALYSIS: The Urban Orchard Project was awarded a total of $5,438,000 in Measure W Regional Program grant funds to support the construction, operation, maintenance, and water quality monitoring of the park. The funding was programmed for distribution over five fiscal years. To date, the City has received: (a) $2.2 million in Fiscal Year 2021/22 funds through the

original Transfer Agreement; (b) $2.2 million in Fiscal Year 2022/23 funds through Addendum No. 1 to the Transfer Agreement; and (c) $346,000 in Fiscal Year 2023/24 funds through Addendum No. 2 to the Transfer Agreement.

The City is now eligible to receive an additional $692,000 in Measure W Regional Program grant funds, consisting of $346,000 from Fiscal Year 2024/25 and $346,000 from Fiscal Year 2025/26. These funds may be used for eligible operations, maintenance, and water quality monitoring activities associated with the Urban Orchard Project.

The Los Angeles County Flood Control District requires the execution of an addendum to Transfer Agreement No. 2021RPLLAR05 to authorize the release of each fiscal year's funding allocation. The proposed action satisfies this requirement by approving Addendum No. 3 to the Transfer Agreement, which authorizes the receipt of $346,000 in Fiscal Year 2024/25 funds, and Addendum No. 4 to the Transfer Agreement, which authorizes the receipt of $346,000 in Fiscal Year 2025/26 funds. Together, these addenda will provide the City with access to the remaining $692,000 currently available under the grant program.

BACKGROUND: On November 6, 2018, the Safe, Clean Water Program ("Program"), known as the Measure W ballot measure, was successfully passed by voters. The Program provides local, dedicated funding to increase water supply, improve water quality, and provide community enhancements throughout Los Angeles County. The Program is a special parcel tax of 2.5 cents per square foot of impermeable surface area for private property. Publicly owned parcels, including schools, are exempt under state law. The Program was estimated to generate $285 million annually of which 10%, 40% and 50% is programmed for the Los Angeles County Flood Control District, local agencies, and a Regional Program, respectively.

On September 15, 2021, the City was awarded a grant in the amount of $5,438,000 for construction, water quality monitoring and operations and maintenance for the Urban Orchard Project. The grant program required a resolution to enter into a Transfer Agreement with the Los Angeles County Flood Control District to receive the funds.

On November 23, 2021, Resolution 2021-61-CC was approved by City Council to approve Transfer Agreement No. 2021RPLLAR05 and authorize 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.

On January 24, 2023, Addendum No. 1 to Resolution 2021-61-CC was approved by City Council to approve Addendum No. 1 to Transfer Agreement No. 2021RPLLAR05 and authorize 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.

On June 25, 2024, Addendum No. 2 to Resolution 2021-61CC was approved by City Council to approve Addendum No. 2 to Transfer Agreement No. 2021RPLLAR05 and authorize 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.

Staff are requesting approval of Addendum No. 3 to Resolution 2021-61-CC to approve Transfer Agreement No. 2021RPLLAR05.

ATTACHMENTS:
A. Proposed Addendum No. 3 to Resolution 2021-61-CC (Including Exhibit A and B)
B. Addendum 2 to Resolution 2021-61-CC
C. Addendum 1 to Resolution 2021-61-CC
D. Resolution 2021-146-CC

GD:ky

ADDENDUM NO. 3 TO RESOLUTION NO. 2021-61-CC

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING ADDENDUM NO. 3 AND ADDENDUM NO. 4 TO TRANSFER AGREEMENT NO. 2021RPLLAR05 BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF SOUTH GATE, PERTAINING TO THE SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

WHEREAS, on November 6, 2018, Measure W, the Safe, Clean Water ("SCW") Program ballot measure, was successfully passed by the voters;

WHEREAS, the SCW Program Ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, the City of South Gate ("City") was awarded SCW Funds from the Competitive Regional program in the amount of $5,438,000 to be distributed over five years beginning FY 2021/22 to fund the construction, operation and maintenance and water quality monitoring for the Urban Orchard Project;

WHEREAS, in November 23, 2021, the City executed and submitted the Transfer Agreement between the City and the Los Angeles County Flood Control District ("Transfer Agreement"), to receive the grant funds in the amount of $2,200,000; and

WHEREAS, in January 24, 2023, the City approved Addendum No. 1 to Resolution 2021-61-CC approving Addendum No. 1 to Transfer Agreement No. 2021-RPLLAR05 between the City and the Los Angeles County Flood Control District to receive the grant funds in the amount of $2,200,000; and

WHEREAS, in June 25, 2024, the City approved Addendum No. 2 to Resolution 2021-61-CC approving Addendum No. 2 to Transfer Agreement No. 2021-RPLLAR05 between the City and the Los Angeles County Flood Control District to receive the grant funds in the amount of $346,000; and

WHEREAS, the City shall approve Addendum No. 3 to Resolution 2021-61-CC approving Addendum No. 3 and Addendum No. 4 to Transfer Agreement No. 2021-RPLLAR05 between the City and the Los Angeles County Flood Control District to receive the SCW Regional Program funds in the amount of $346,000 originally programmed for FY 2024/25 and $346,000 originally programmed FY 25/26.

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

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

SECTION 2. The City Council hereby approves the Addendum No. 3 to Resolution 2021-61-CC approving Addendum No. 3 and Addendum No. 4 to Transfer Agreement No. 2021-RPLLAR05 between the City and the Los Angeles County Flood Control District attached hereto as Exhibit "A" and Exhibit "B", respectively.

SECTION 3. The City Council hereby authorizes the Mayor to execute and submit Addendum No. 3 to Resolution No. 2021-61-CC as well as Addendum No. 3 and Addendum No. 4 to Transfer Agreement No. 2021-RPLLAR05, in a form acceptable to the City Attorney.

SECTION 4. The City Council hereby designates the Assistant City Manager/Director of Public Works or designee to execute and submit all other documents as it pertains to the Transfer Agreement No. 2021-RPLLAR05 including, but not limited to applications, payment requests, progress reports, annual reports, and monitoring reports and other documents, which may be necessary for the completion of the Urban Orchard Project.

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

PASSED, APPROVED and **ADOPTED** this **23rd** day of **June 2026**.

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT

By: _____
Raúl F. Salinas, City Attorney

ADDENDUM NO. 3 TO
TRANSFER AGREEMENT NO. 2021RPLLAR05 BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of South Gate
SAFE, CLEAN WATER PROGRAM - REGIONAL PROGRAM

This Addendum No. 3 to Transfer Agreement No. 2021RPLLAR05, hereinafter referred to as "Addendum No. 3", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of South Gate for Urban Orchard Project , hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. 2021RPLLAR05, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on N/A ;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the 24-25 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 24-25;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 3.

2. The District shall disburse the SCW Program Contribution for the 24-25 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Addendum No. 3 has been executed by the parties hereto.

Lower Los Angeles River

City of South Gate

Urban Orchard Project

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Addendum No. 3 has been executed by the parties hereto.

LOS ANGELES COUNTY

FLOOD CONTROL DISTRICT:

By: _____

Name: Matthew Frary

Title: Assistant Deputy Director

Date: _____

ADDENDUM NO. 4 TO
TRANSFER AGREEMENT NO. 2021RPLLAR05 BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of South Gate
SAFE, CLEAN WATER PROGRAM - REGIONAL PROGRAM

This Addendum No. 4 to Transfer Agreement No. 2021RPLLAR05, hereinafter referred to as "Addendum No. 4", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of South Gate for Urban Orchard Project , hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. 2021RPLLAR05, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on N/A ;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the 25-26 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 25-26;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 4.

2. The District shall disburse the SCW Program Contribution for the 25-26 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Addendum No. 4 has been executed by the parties hereto.

Lower Los Angeles River

City of South Gate

Urban Orchard Project

By: _____

Name:

Title:

Date: _____

IN WITNESS WHEREOF, this Addendum No. 4 has been executed by the parties hereto.

LOS ANGELES COUNTY

FLOOD CONTROL DISTRICT:

By: _____

Name: Matthew Frary

Title: Assistant Deputy Director

Date: _____

ADDENDUM NO. 2 RESOLUTION NO. 2021-61-CC

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING ADDENDUM NO. 2 TO TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF SOUTH GATE, AGREEMENT NO. 2021RPLLAR05 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

WHEREAS, on November 6, 2018, Measure W, the Safe, Clean Water ("SCW") Program ballot measure, was successfully passed by the voters;

WHEREAS, the SCW Program Ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, the City of South Gate ("City") was awarded SCW Funds from the Competitive Regional program in the amount of $5,438,000 to be distributed over five years beginning FY 2021/22 to fund the construction, operation and maintenance and water quality monitoring for the Urban Orchard Project;

WHEREAS, in November 23, 2021, the City executed and submitted the Transfer Agreement between the City and the Los Angeles County Flood Control District ("Transfer Agreement"), attached hereto as Exhibit "A";

WHEREAS, in January 24, 2023, the City approved Amendment No. 1 to Resolution 2021-61-CC to Transfer Agreement No. 2021-RPLLAR05 between the City and the Los Angeles County Flood Control District ("Transfer Agreement");

WHEREAS, the Mayor is required to execute Addendum No. 2 to Resolution 2021-61-CC to Transfer Agreement No. 2021-RPLLAR05 to receive the SCW Regional Program funds for FY 23/24 funds.

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

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

SECTION 2. The City Council hereby approves the Addenda No. 2 to Transfer Agreement No. **2021RPLLAR05** attached hereto as Exhibit "A."

SECTION 3. The City Council hereby authorizes the Mayor to execute and submit the Transfer Agreement in a form acceptable to the City Attorney.

SECTION 4. The City Council hereby designates the Assistant City Manager/Director of Public Works or designee to execute and submit all other documents as it pertains to the Transfer Agreement including, but not limited to applications, payment requests, progress reports, annual reports, and monitoring reports and other documents, which may be necessary for the completion of the Urban Orchard Project.

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

PASSED, APPROVED and **ADOPTED** this **25th** day of **June 2024**.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

ADDENDUM NO. 2 TO
TRANSFER AGREEMENT NO. 2021RPLLAR05 BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
City of South Gate
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Addendum No. 2 to Transfer Agreement No. 2021RPLLAR05, hereinafter referred to as "Addendum No. 2", is entered into as of 8/19/2024 *(LACFCD Use Only)* by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of South Gate for Urban Orchard Project , hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. 2021RPLLAR05, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on N/A ;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the 23-24 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 23-24;

NOW, THEREFORE, In consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 2.

2. The District shall disburse the SCW Program Contribution for the 23-24 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party

may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto.

Attest:

By: _____

Name: Yodit Glaze

Title: City Clerk

Approved as to Form:

By: _____

Name: Raul F. Salinas

Title: City Attorney

Lower Los Angeles River

City of South Gate

Urban Orchard Project

By: _____

Name: Gil Hurtado

Title: Mayor

Date: 7-18-24

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: ~~Carolina T Hernandez~~ Matthew Frary

Title: Assistant Deputy Director

For: Mark Pestrella

Date: 8/19/2024

NO CEQA DOCUMENT PROVIDED

ADDENDUM NO. 1 RESOLUTION NO. 2021-64-CC

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING ADDENDUM NO. 1 TO TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF SOUTH GATE, AGREEMENT NO. 2021RPLLAR05 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

WHEREAS, on November 6, 2018, Measure W, the Safe, Clean Water ("SCW") Program ballot measure, was successfully passed by the voters;

WHEREAS, the SCW Program Ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, the City of South Gate ("City") was awarded SCW Funds from the Competitive Regional program in the amount of $5,438,000 to be distributed over five years beginning FY 2021/22 to fund the construction, operation and maintenance and water quality monitoring for the Urban Orchard Project;

WHEREAS, in 2021, the City executed and submitted the Transfer Agreement between the City and the Los Angeles County Flood Control District ("Transfer Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the Mayor is required to execute the Addendum No.1 to the Transfer Agreement to receive the SCW Regional Program funds for FY 22/23 funds in the amount of $2.2 million.

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

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

SECTION 2. The City Council hereby approves the Addendum No. 1 to Transfer Agreement No. 2021RPLLAR05 attached hereto as Exhibit "A."

SECTION 3. The City Council hereby authorizes the Mayor to execute and submit the Transfer Agreement in a form acceptable to the City Attorney.

SECTION 4. The City Council hereby designates the City Manager or his designee to execute and submit all other documents as it pertains to Addendum No. 1 to the Transfer Agreement including, but not limited to applications, payment requests, progress reports, annual reports, and monitoring reports and other documents, which may be necessary for the completion of the Urban Orchard Project.

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

PASSED, APPROVED and **ADOPTED** this **24th** day of **January 2023.**

CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Ghaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

ADDENDUM NO. 1 TO
TRANSFER AGREEMENT NO. 2021RPLLAR05 BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
CITY OF SOUTH GATE
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Addendum No. 1 to Transfer Agreement No. 2021RPLLAR05, hereinafter referred to as "Addendum No. 1", is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of South Gate for Urban Orchard Project, hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. 2021RPLLAR05, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on April 27, 2022;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the 2022-23 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 2022-23;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 1.

2. The District shall disburse the SCW Program Contribution for the 2022-23 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party

may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Addendum No. 1 has been executed by the parties hereto.

ATTESTED:

By: _____

Yodit Glaze, City Clerk

APPROVED AS TO FORM:

By: _____

Raul F. Salinas, City Attorney

Lower Los Angeles River:

City of South Gate

Urban Orchard Project

By: _____

Name: Maria del Pilar Avalos

Title: Mayor

Date: 03/28/2023

IN WITNESS WHEREOF, this Addendum No. 1 has been executed by the parties hereto.

LOS ANGELES COUNTY

FLOOD CONTROL DISTRICT:

By: Carolina T Hernandez

Name: Carolina T Hernandez

Title: Assistant Deputy Director

For: Mark Pestrella

Date: 5/18/2023

RESOLUTION NO. 2021-61-CC

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING A TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF SOUTH GATE, AGREEMENT NO. 2021RPLLAR05 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

WHEREAS, on November 6, 2018, Measure W, the Safe, Clean Water ("SCW") Program ballot measure, was successfully passed by the voters;

WHEREAS, the SCW Program Ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, the City of South Gate ("City") was awarded SCW Funds from the Competitive Regional program in the amount of $5,438,000 to be distributed over five years beginning FY 2021/22 to fund the construction, operation and maintenance and water quality monitoring for the Urban Orchard Project;

WHEREAS, to receive the SCW Program funds, the City is required to execute and submit the Transfer Agreement between the City and the Los Angeles County Flood Control District ("Transfer Agreement"), attached hereto as Exhibit "A"; and

WHEREAS, the Mayor must execute the Transfer Agreement to receive the SCW Regional Program funds.

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

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

SECTION 2. The City Council hereby approves the Transfer Agreement attached hereto as Exhibit "A."

SECTION 3. The City Council hereby authorizes the Mayor to execute and submit the Transfer Agreement in a form acceptable to the City Attorney.

SECTION 4. The City Council hereby designates the Assistant City Manager/Director of Public Works or designee to execute and submit all other documents as it pertains to the Transfer Agreement including, but not limited to applications, payment requests, progress reports, annual reports, and monitoring reports and other documents, which may be necessary for the completion of the Urban Orchard Project.

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

PASSED, APPROVED and **ADOPTED** this **23rd** day of **November 2021**.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTEST:

By: _____
Carmen Avalos, City ~~Clerk~~
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

TRANSFER AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF SOUTH GATE AGREEMENT NO. 2021RPLLAR05 SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 20, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of South Gate for Urban Orchard Project, hereinafter referred to as "Recipient."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

WHEREAS, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

WHEREAS, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Budget Plan" means a Recipient's plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient's Budget Plan is described in Exhibit A.

"Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Funded Activity" means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

"Safe Clean Water (SCW) Program Contribution" means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient:	
Name:	CJ Caluag	Name:	Gladis Deras
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	8650 California Ave., South Gate, CA 90280
Phone:	(626) 458-4037	Phone:	323-562-9576
Email:	CCALUAG@dpw.lacounty.gov	Email:	gderas@sogate.org

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:
EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. ACTIVITY COMPLETION

A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,

B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.

C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY

A. The District shall disburse the SCW Program Contribution for the 2021-2022 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of the execution of this Agreement by the last party to sign.

B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2021-22 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.

C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.

D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

E. The Recipient shall submit the scope of work described in Exhibit A 45-days after receipt of this Agreement. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, subsequent Exhibit A – Scope of Work will be required 45-days after receipt of the addendum to this Agreement.

VI. Execution of Agreement

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

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

Lower Los Angeles River

City of South Gate

Urban Orchard Project

By: _____

Name:

Title:

Date: 01-12-2022

ADDITIONAL SIGNATORY PAGE FOR
TRANSFER AGREEMENT NO. 2021RPLLAR05
BETWEEN
THE CITY OF SOUTH GATE
AND
LOS ANGELES FLOOD CONTROL DISTRICT

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

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Dated: _____

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

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name: Carolina T Hernandez

Title: Assistant Deputy Director

Date: 4/27/2022

EXHIBIT A – SCOPE OF WORK

A-1. Budget Plan

The Recipient shall submit a detailed Budget Plan for all eligible expenditures for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

A-2. Consistent with SCW Program Goals

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Estimated Reasonable Total Activity Cost

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

A-4. Funded Activity Description and Scope of Work

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

A-5. Operations and Maintenance (O&M) Plan

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement

activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled. Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.

3. Stakeholder and Community Outreach/Engagement Plan requirements:

   Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to $2 M	Outreach or Engagement	
Up to $10 M	Outreach	≥1 Engagement
Over $10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.

5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.

2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.

3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).

4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

B-2. Acknowledgement of Credit and Signage

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property – Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the

prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Recipient will not assign this Agreement without the prior consent of the District.

B-6. Audit and Recordkeeping

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.

2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.

3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9^{th}) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9^{th}) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

End-of-Activity		Every Third Fiscal Year		
Projected End Date	Audit Report Due to District	SIP Fiscal Year	Audit Period	Audit Report Due to District
1/15/2023	No later than 10/31/2023	2021-22	7/1/2021 to 6/30/2024	No later than 3/31/2025

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.

2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo

B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on

said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:

1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;

2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:

    a. Fails to operate or maintain Project in accordance with this Agreement;

    b. Fails to submit timely Quarterly Progress/Expenditure Reports.

    c. Fails to remain in Good Standing (see Section B-34, below).

    d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.

    e. The Recipient fails to maintain reasonable progress toward Project Completion.

    f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.

    g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.

2. Terminate any obligation to make future payments to the Recipient.

3. Terminate the Agreement.

4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be

excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.

2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

   Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and

causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.

2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5^{th}) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.

4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.

5. The decision to grant an extension is at the sole discretion of the District.

6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

7. Example:

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2021–22	6/30/2027	No later than 3/31/2027	No later than 6/30/2028

B-24. Modification

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

B-25. Non-Discrimination

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-26. No Obligation of the District

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

B-27. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-28. Notice

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:

    a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or

    b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.

2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.

3. The Recipient shall notify the District promptly of the following:

    a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated

reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;

d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;

e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;

f. Activity completion.

B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of

whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

- Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:

    a. Amount of funds received;

    b. Percent overall Funded Activity completion estimate;

    c. Breakdown of how the SCW Program Contribution has been expended;

    d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;

    e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;

    f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;

    g. Scheduling concerns and issues encountered that may delay completion of the task;

    h. Work anticipated for the next reporting period;

    i. Any anticipated schedule or budget modifications;

j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;

k. Additional financial or project-related information as required by the District;

l. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;

m. Status of Recipient's insurance; and

n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.

- Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

Quarter	End of Quarter	Report Due
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

- Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:

    - Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).

- When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.

- Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.

- As Needed Information or Reports. The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2. No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions

contemplated by this Agreement. The Recipient is able to pay its debts as they become due.

5. Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.

6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf

B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.

2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.

3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.

4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars ($25,000,000),as adjusted periodically by the Chief Engineer in accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.

5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.

6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.

7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)

8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .

9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C – SPECIAL CONDITIONS

[If the Recipient is a public agency]

C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.

C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.

C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.

C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.

C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the

terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.

C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.

C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).

C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

EXHIBIT D – ADDENDUM TO AGREEMENT

-DRAFT TEMPLATE-

ADDENDUM NO. ___ TO
TRANSFER AGREEMENT NO. _____ BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND (*INSERT PROJECT DEVELOPER*)
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM

This Addendum No. ___ to Transfer Agreement No. _____, hereinafter referred to as "Addendum No. ___", is entered into as of _____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and ___*(Project Developer/Scientific Studies Applicant)*___, hereinafter referred to as "Recipient."

WHEREAS, District and Recipient entered into Transfer Agreement No. _____, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on _____;

WHEREAS, the Agreement provides for the disbursement of the SCW Program Contribution for the _____ Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

WHEREAS, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year _____;

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. ___.

2. Exhibit A to the Agreement is superseded and replaced by Exhibit A-1, attached hereto and incorporated herein as if fully set forth, and all references in the Agreement to Exhibit A shall hereafter be deemed to refer to Exhibit A-1.

3. The District shall disburse the SCW Program Contribution for the _____ Fiscal Year as described in the Budget Plan within ___ days of the execution of this Addendum by the last party to sign.

3. All terms and conditions of the Agreement shall remain in full force and effect including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA).

IN WITNESS WHEREOF, this Addendum No. ___ has been executed by the parties hereto.

_____(Recipient)_____:

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT E – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized. Please refer to the table below.

For the most up to date guidance related to Nature Based Solutions, please refer to the Safe, Clean Water Program website (https://safecleanwaterla.org/)

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	• Preservation of native vegetation • Minimal negative impact to existing drainage system	• Preservation of native vegetation • Installation of new feature(s) to improve existing drainage system	• Creation of open green space • Installation of features to improve natural hydrology
Creation & Restoration of Riparian Habitat & Wetlands	• Partial restoration of existing riparian habitat and wetlands • Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted • No potable water used to sustain the wetland	• Full restoration of existing riparian habitat and wetlands • Planting of native vegetation - between 16 and 30 different native plant species newly planted • No potable water used to sustain the wetland	• Full restoration and expansion of existing riparian habitat and wetlands • Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted • No potable water used to sustain the wetland

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regularly inspection and maintenance of pet waste stations
    - Maintaining trash receptacles
    - Removal of trash, debris, and blockages from bioswales
    - Inspection and cleaning of trash booms
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
        - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth
        - Prevent encroachment of adjacent property and provide vertical clearance
        - Inspect for dead or diseased plants regularly

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.

- Draining and drawdown of wetland and excessive bulrush removal
- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
    - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
    - Inspection should be performed at least monthly.
    - Recover, replace, or refasten displaced or damaged valve box covers.
    - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
- Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
- Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
- Maintain and check function of the drip system.

- Keeping irrigation control boxes clear of vegetation
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors
-

Office of the
South Gate City Clerk

JUN 17 2026

FILED
6:07pm

Item No. 8

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **June 23, 2026**
Originating Department: **Human Resources**

Department Director: Nellie Cobos
~~for~~ *Jon Hamilton*

City Manager: Rob Houston
Rob Houston

SUBJECT: EXCESS WORKERS' COMPENSATION INSURANCE POLICY WITH SAFETY NATIONAL CASUALTY CORPORATION

PURPOSE: To renew the City's excess workers' compensation insurance policy with Safety National Casualty Company (Safety National) through Alliant Insurance Services, Incorporated (Alliant).

RECOMMENDED ACTIONS:

a. Approve an excess workers' compensation insurance policy with Safety National, through Alliant for a one-year term of July 1, 2026, through July 1, 2027, with a premium in the amount of $155,997.00.
b. Authorize payment, in the amount of $155,997.00, to Alliant for the policy issued by Safety National.
c. Authorize the Mayor to execute the "Request to Bind Coverage" in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds, in the amount of $155,997.00 are included in the Fiscal Year 2026/27 budget for this item in Account Number 511-220-12-6353 (Risk Management Fund – Insurance Premiums).

ANALYSIS: None.

BACKGROUND: Each year, the City's insurance broker, Alliant, requests quotes on our excess workers' compensation insurance policy, reviews the proposals, and assists the City with finding the best and most cost-effective coverage to meet our needs. For the past four years, staff recommended that the City Council renew the excess workers' compensation insurance policy with Safety National through Alliant.

Initially, Safety National proposed to increase the rate to $176,949 to keep us at the minimum premium because the City's payroll went down. Two other providers submitted a lower rate but were not recommended by Alliant because one was not rated and the other had a higher Self-Insured Retention (SIR) level.

Safety National agreed to make a special exception to go below their baseline premium in order to retain the renewal. The revised deposit premium is $155,997, which is more than $20k lower than what was originally quoted.

Safety National offered very competitive Self-Insured Retention (SIR) levels. A Self-Insured Retention (SIR) is an agreed-upon dollar amount in our workers' compensation insurance policy that must be paid before the insurer is obligated to pay for any remaining workers' compensation claims. The proposed SIR for this year's proposal is $1,000,000 per Police officer per Occurrence (incident) and $750,000 for all other employees per occurrence (incident).

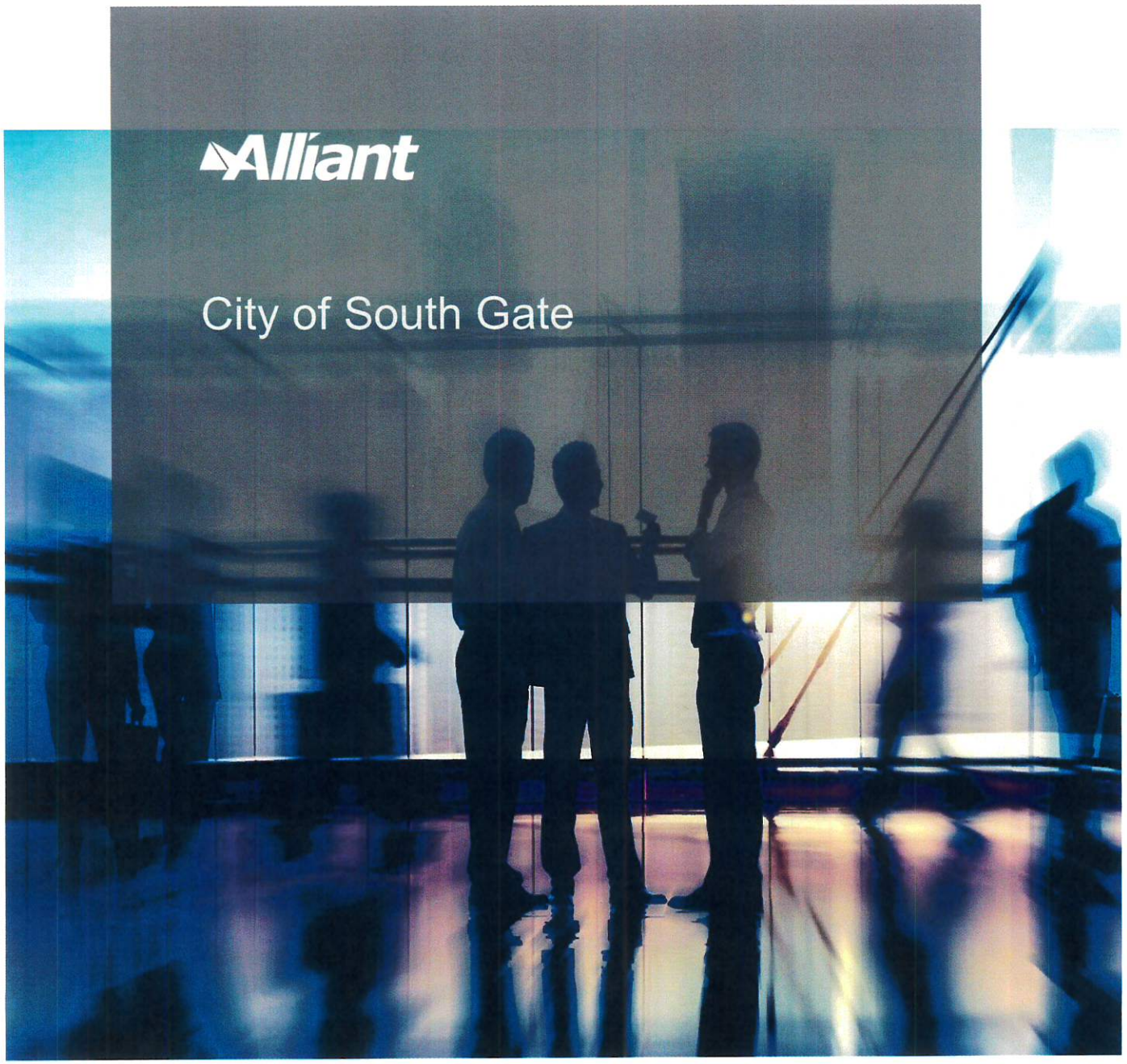
The annual premium with Safety National decreased from the current annual premium of $178,489 to $155,997 ($22,492 decrease). The proposed premium is based on actual and projected City payroll. The Fiscal Year 2025/26 projected payroll was $35,762,170. The estimated payroll for The Fiscal Year 2026/27 is $33,576,732.

Per Alliant, Safety National is an industry leader in W/C insurance. The City has experienced consistent services from this provider for the past five years.

Staff is recommending to renew with Safety National. Safety National considers this a premium discount for staying with them as an existing customer.

ATTACHMENT: Excess Workers' Compensation Insurance Proposal 2026/27

NOTE: In order to bind coverage, please sign and return the following: (1) Flood Disclosure pg. 18, (2) Optional Coverages pg. 19, and (3) Request to Bind Coverage pg. 21.



Excess Workers' Compensation Insurance Proposal

Presented by
Lilian Vanvieldt
&
Pamela Dominguez
Date Presented June 16, 2026

Alliant Insurance Services, Inc.
18100 Von Karman Avenue 10th Floor
Irvine, CA 92612
O 949 756 0271

CA License No. 0C36861

www.alliant.com

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Company Profile

Alliant provides risk management, insurance, and consulting services to thousands of clients nationwide, delivering tailored products and services engineered to mitigate risk, improve performance, and promote long-term growth. Our core business includes property and casualty insurance services, middle-market brokerage, employee benefits, and underwriting, each staffed with dedicated industry specialists who understand the unique market dynamics facing their clients.

In addition to our 90-plus year legacy of service and results, Alliant is one of the industry's fastest-growing organizations. As America's 10th largest insurance brokerage, we have an active presence in every U.S. market and an extensive arsenal of best-in-class resources and intelligence that moves our clients forward in today's competitive market climate.

Alliant has a broad reach that covers a wide range of industries, including:

- Agriculture
- Aviation
- Construction
- Energy and Marine
- Environmental
- Healthcare
- Financial Institutions
- Law
- Public Entity
- Real Estate
- Tribal Nations
- And many more

Alliant Advantage

	Alliant	Competition
90 years of leadership in meeting the insurance needs of businesses and public entities across the US.	✓	
National presence with best-in-class resources and expertise.	✓	
Privately owned and operated.	✓	
Flat management structure with no bureaucracy, empowering senior leadership to take a hands-on approach to client service that expands the entire lifecycle of the relationship.	✓	
A full-service insurance agency that addresses all of your risk and insurance needs, including property, casualty, life, and health.	✓	
A diverse team of industry specialists who understand the unique needs of your business.	✓	
Considerable buying power through more than 40 insurance carriers, enabling for the delivery of the best coverage at the most competitive pricing	✓	
State-licensed support staff.	✓	
A full-service approach that includes risk management services to help identify hazards and present options.	✓	
Workers' compensation insurance claims management at no additional charge.	✓	

Your Service Team

Lilian Vanvieldt **Senior Executive Vice President**	lvanvieldt@alliant.com	Phone: 949 660 8116
Pamela Dominguez **First Vice President**	pdominguez@alliant.com	Phone: 602 707 1891
Annie Lee **Assistant Vice President, Account Executive Lead**	annie.lee@alliant.com	Phone: 213 402 0238
Richard Lewis, WCIP **Account Manager Lead**	richard.lewis@alliant.com	Phone: 949 527 9864

Named Insured

City of South Gate

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform Alliant if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act.

Premium Summary

Coverage	Expiring Premium*	Renewal Premium*
Excess Workers Compensation	$ 178,489.00	$ 155,997.00
TOTAL	**$ 178,489.00**	**$ 155,997.00**

*Includes TRIA premium

Payment Terms

- Premium is due within 30 days of policy inception.
- Agency Bill
- Payment Plan: Annual

Options

- AmTrust Option with premium $149,416.00
- Arch Option with premium $154,889.00
- Midwest Option with premium $158,986.00

Excess Workers' Compensation Coverage

	Present Coverage – Safety National	Proposed Coverage - Safety National	Proposed Coverage - AmTrust	Proposed Coverage – Arch	Proposed Coverage – Midwest
Insurance Company	Safety National Casualty Corporation	Safety National Casualty Corporation	Am Trust	Arch Insurance Company	Midwest Employers Casualty Company
A.M. Best Rating	A++ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of November 15, 2024	A++ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of November 19, 2025	A- (Excellent), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of October 10, 2025	A+ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of December 18, 2025	A+ (Superior), Financial Size Category: XV (Greater than or Equal to $2 Billion) as of July 3, 2025
Standard & Poor's Rating	A+ (Strong) as of September 25, 2024	A+ (Strong) as of February 24, 2026	Not Rated	AA- (Very Strong) as of June 27, 2025	AA- (Very Strong) as of February 25, 2026
California Status	Admitted	Admitted	Admitted	Admitted	Admitted
Policy/Coverage Term	July 1, 2025 to July 1, 2026	July 1, 2026 to July 1, 2027	July 1, 2026 to July 1, 2027	July 1, 2026 to July 1, 2027	July 1, 2026 to July 1, 2027
Policy #	SP 4066752	TBD	TBD	TBD	TBD
Coverage Form	Specific Excess Workers' Compensation and Employers' Liability Insurance Agreement - SPWC-0908-A1	Specific Excess Workers' Compensation and Employers' Liability Insurance Agreement - SPWC-0908-A1	Per Policy	Excess Workers Compensation and Employers Liability	Per Policy
Limits					
Workers' Compensation	Statutory	Statutory	Statutory	Statutory	Statutory
Employer's Liability	$ 1,000,000 Per Occurrence $ 1,000,000 Aggregate	$ 1,000,000 Per Occurrence $ 1,000,000 Aggregate	$ 1,000,000 Each Accident $ 1,000,000 Disease, Each Employee	$ 1,000,000 Each Accident $ 1,000,000 Disease, Each Employee $ 1,000,000 Aggregate	Specific Limit Each Accident Disease, Each Employee Not Applicable

Excess Workers' Compensation – Continued

	Present Coverage – Safety National	Proposed Coverage - Safety National	Proposed Coverage - AmTrust	Proposed Coverage – Arch	Proposed Coverage – Midwest
Estimated Annual Payroll	$ 35,762,170	$ 33,576,732	$ 33,576,732	$ 33,579,732	$ 33,576,732
Rate Per $100 of Payroll	0.4991	0.4646	0.4450	0.4613	0.4735
Self-Insured Retention (SIR)	$ 750,000 All Other Codes Per Occurrence $ 1,000,000 Police Officers Per Occurrence	$ 750,000 All Other Codes Per Occurrence $ 1,000,000 Police Officers Per Occurrence	$ 750,000 Specific Retention - All Other $ 1,000,000 Specific Retention - Class Code 7720	$ 750,000 Each Accident for All Other Codes $ 750,000 Disease, Each Employee for All Other Codes $ 1,000,000 Each Accident for NCCI 7720 $ 1,000,000 Disease, Each Employee for NCCI 7720	$ 1,000,000
Endorsement & Exclusions (including but not limited to)	• Employers' Liability Per Occurrence & Aggregate Maximum Limits of Liability • Blanket Waiver of Subrogation • Terrorism Risk Insurance Program	• Employers' Liability Per Occurrence & Aggregate Maximum Limits of Liability • Blanket Waiver of Subrogation • Terrorism Risk Insurance Program	• State Mandatory Endorsements • Broad Form All States – included in policy form under Section D.2.d • Voluntary Compensation – included in policy form under Section F.1	• Split Retained Limit Endorsement • Losses Redefined to Include Allocated Loss Adjustment Expenses Endorsement • California Terrorism Risk Insurance Program	• Amendment to Schedule Item 11 • Policyholder Disclosure Notice of Terrorism Insurance • California

Excess Workers' Compensation – Continued

	Present Coverage – Safety National	Proposed Coverage - Safety National	Proposed Coverage - AmTrust	Proposed Coverage – Arch	Proposed Coverage – Midwest
Endorsement & Exclusions – Continued (including but not limited to)	Reauthorization Act Endorsement • Employers' Liability Maximum Limit and Aggregate Maximum Limit of Indemnity • Self-Insured Retention Per Occurrence - Police Officers & Drivers • California Short Rate Cancellation Provision - Specific Excess • California Cancellation Provision • Privacy Statement	Reauthorization Act Endorsement • Employers' Liability Maximum Limit and Aggregate Maximum Limit of Indemnity • Self-Insured Retention Per Occurrence - Police Officers & Drivers • California Short Rate Cancellation Provision - Specific Excess • California Mandatory Endorsement(s), If Applicable	• Foreign Voluntary Compensation – included in policy form under section F.4 • Same Communicable Disease – N/A • Stop Gap – N/A	Reauthorization Act Disclosure Endorsement • California Amendatory Endorsement	
Total Cost Excluding TRIA	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Total Cost Including TRIA	$ 178,489.00 Premium Included TRIA Premium (0.5%) **$ 178,489.00 Total Cost**	$ 155,997.00 Premium Included TRIA Premium (0.5%) **$ 155,997.00 Total Cost**	$ 149,416.00 Premium **$ 149,416.00 Total Cost**	$ 154,889.00 Premium Included TRIA Premium **$ 154,889.00 Total Cost**	$ 154,216.00 Premium $ 4,770.00 TRIA Premium **$ 158,986.00 Total Cost**
Minimum Premium	$ 160,640.00	$ 140,397.00	$ 141,946.00	$ 154,889.00	$ 143,087.00

Excess Workers' Compensation – Continued

	Present Coverage – Safety National	Proposed Coverage - Safety National	Proposed Coverage - AmTrust	Proposed Coverage – Arch	Proposed Coverage – Midwest
Cancellation Notification - Short Rate Table	Per Short-Rate Cancellation Table	Per Short-Rate Cancellation Table	Per Short-Rate Cancellation Table	Per Short-Rate Cancellation Table	Per Short-Rate Cancellation Table
Policy Auditable	Yes	Yes	Yes	Yes	Yes
Conditions	• Additional Services: MAP Client Services • This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act),	• Additional Services: MAP Client Services • This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act),	• Installments: Annual • AmTrust 24 Month Rate Protection (MRP): This proposal includes 24 months of guaranteed coverage commencing on the effective date indicated above. Coverage shall apply for two consecutive annual policy periods and shall be subject to two annual premium payments. Each policy period will conclude with a voluntary payroll audit based on the policyholder's actual payroll, calculated at the rate per $100 of payroll specified in the quoted option(s). No additional	Not Applicable	Not Applicable

Excess Workers' Compensation – Continued

	Present Coverage – Safety National	Proposed Coverage - Safety National	Proposed Coverage - AmTrust	Proposed Coverage – Arch	Proposed Coverage – Midwest
Conditions – Continued	terrorism loses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5% • The Excess Workers Compensation program	terrorism loses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5% • The Excess Workers Compensation program	submission materials shall be required for the inception of the second 12-month period unless the policyholder elects to modify payroll estimates. Notwithstanding any payroll modification, the rate per $100 of payroll shall remain fixed for the duration of the 24-month rate protection period.		

Excess Workers' Compensation – Continued

	Present Coverage – Safety National	Proposed Coverage - Safety National	Proposed Coverage - AmTrust	Proposed Coverage – Arch	Proposed Coverage – Midwest
Conditions – Continued	quoted is contingent upon also binding any other lines quoted with Safety National. Safety National may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.	quoted is contingent upon also binding any other lines quoted with Safety National. Safety National may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.			
Quote Valid Until	No Longer Applicable	July 1, 2026	June 7, 2026	June 19, 2026	July 1, 2026
Binding Conditions	No Longer Applicable	A written request to bind coverage	• A written request to bind coverage • Subject to an approved TPA prior to binding. • Confirmation if there are any Wildland Firefighters?	A written request to bind coverage	• A written request to bind coverage • MECC must be notified of any aircraft changes occurring during the policy period

See Disclaimer Page for Important Notices and Acknowledgment

Workers' Compensation - California Short-Rate Cancellation Table (10-13)

If a different table is provided within your policy that table will prevail.

If you, the named insured, cancel the policy before its normal expiration date (including by non-payment of premium, failure to timely pay premium, failure to report payroll, etc.) the premium will be short-rated based on the table below. The Final premium will not be less than the minimum premium.

Extended Number of Days		Percent of Full Policy Premium	Extended Number of Days		Percent of Full Policy Premium	Extended Number of Days		Percent of Full Policy Premium
1		5%	95-98		37%	219-223		69%
2		6%	99-102		38%	224-228		70%
3-4		7%	103-105		39%	229-232		71%
5-6		8%	106-109		40%	233-237		72%
7-8		9%	110-113		41%	238-241		73%
9-10		10%	114-116		42%	242-246	(8 mos)	74%
11-12		11%	117-120		43%	247-250		75%
13-14		12%	121-124	(4 mos)	44%	251-255		76%
15-16		13%	125-127		45%	256-260		77%
17-18		14%	128-131		46%	261-264		78%
19-20		15%	132-135		47%	265-269		79%
21-22		16%	136-138		48%	270-273	(9 mos)	80%
23-25		17%	139-142		49%	274-278		81%
26-29		18%	143-146		50%	279-282		82%
30-32	(1 mo)	19%	147-149		51%	283-287		83%
33-36		20%	150-153	(5 mos)	52%	288-291		84%
37-40		21%	154-156		53%	292-296		85%
41-43		22%	157-160		54%	297-301		86%
44-47		23%	161-164		55%	302-305	(10 mos)	87%
48-51		24%	165-167		56%	306-310		88%
52-54		25%	168-171		57%	311-314		89%
55-58		26%	172-175		58%	315-319		90%
59-62	(2 mos)	27%	176-178		59%	320-323		91%
63-65		28%	179-182	(6 mos)	60%	324-328		92%
66-69		29%	183-187		61%	329-332		93%
70-73		30%	188-191		62%	333-337	(11 mos)	94%
74-76		31%	192-196		63%	338-342		95%
77-80		32%	197-200		64%	343-346		96%
81-83		33%	201-205		65%	347-351		97%
84-87		34%	206-209		66%	352-355		98%
88-91	(3 mos)	35%	210-214	(7 mos)	67%	356-360		99%
92-94		36%	215-218		68%	361-365	(12 mos)	100%

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

Flood Disclosure

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zone referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The FEMA Summary for Commercial Property and FEMA Standard Summary of Coverage provides information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- "a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area"…
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

Additional Information

- Flood Zones
  - https://www.fema.gov/flood-zones
- Excess Flood Insurance (contact your Producer for additional information)
  - Increased limits over the maximum flood limit provided by NFIP

FEMA Glossary of Flood Terms

https://www.fema.gov/national-flood-insurance-program/definitions

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Please indicate your selection:

☐ I would like to receive a flood quote

☐ I do NOT wish to purchased flood insurance

Signature: _____ Date: _____

Name Printed / Typed: _____

Company Name: _____

Optional Coverages

The following represents a list of insurance coverages that may not be included in this proposal but are optional and may be available with further underwriting information. This list is not inclusive of all coverages and if you have questions contact your Alliant representative. If you would like addition quotes please check Yes/No across from the coverage below, sign and return.

Target Coverages

	Yes	No
CRIME		
Employee Dishonesty	☐	☐
Computer Fraud	☐	☐
Social Engineering	☐	☐
Increased Limits	☐	☐
CYBER RISK	☐	☐
FLOOD INSURANCE	☐	☐
MANAGEMENT LIABILITY		
Directors & Officers Liability	☐	☐
Employment Practices Liability	☐	☐
Fiduciary Liability	☐	☐
UMBRELLA / EXCESS LIABILITY (Increased Liability Limits)	☐	☐
Selecting the "Reject All or Accept All" option will override any selections you have made above	☐ Reject All ☐ Accept All for Consideration	

Signature of Authorized Insurance Representative

Date

Title

Printed / Typed Name

Optional Coverages – Continued

Other Coverage Options

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

- Business Income/Extra Expense
- Earthquake
- Employed Lawyers
- Employee Benefits Liability
- Equipment Breakdown
- Food Borne Illness
- Foreign Insurance
- Garagekeepers Liability
- Hired Auto Physical Damage
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Network Security / Privacy Liability and Internet Media Liability
- Non-Owned & Hired Automobile Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Professional Liability
- Property in Transit
- Property of Others (Clients, Employees, Other)
- Special Events Liability
- Spoilage
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers Compensation & Employers Liability
- Workplace Violence

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance coverages:

http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free
https://consumers.ambest.com/content.aspx?rec=261613
http://www.irmi.com/online/insurance-glossary/default.aspx

Request to Bind Coverage

City of South Gate

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Excess Workers' Compensation	
• Safety National Option - SIR $1,000,000 Police Officers / $750,000 all others – Premium: $155,997.00	☐
• AmTrust Option – SIR $1,000,000 Class Code 7720 / $ 750,000 all others – Premium: $149,416.00	☐
• Arch Option - SIR $1,000,000 NCCI 7720 / $ 750,000 all others – Premium: 154,889.00	☐
• Midwest Option– SIR $1,000,000 – Premium: $158,986.00	☐

Did you know that Alliant works with premium financing companies? Are you interested in financing your annual premium?

Yes, please provide us with a financing quote.	No, we do not wish to finance our premium.
☐	☐

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative **Date**

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.

Item No. 9

Office of the
South Gate City Clerk

JUN 18 2026

FILED 12:51 PM

WARRANT REGISTER FOR COUNCIL MEETING 06/23/2026

PART I

apChkLst
06/03/2026 10:50:40AM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
114812	6/4/2026 Voucher:	00000437	AFLAC	Ben385779	6/4/2026	AMERICAN FAMILY LIFE INS.: PA	966.80	966.80
114813	6/4/2026 Voucher:	00002417	AMERICAN FIDELITY ASSUR	Ben385769	6/4/2026	AMERICAN FIDELITY (ABT): PAYI	183.86	183.86
114814	6/4/2026 Voucher:	0012107	CALIFORNIA STATE DISBUR:	Ben385787	6/4/2026	CA STATE DISB. UNIT: PAYMENT	944.13	944.13
114815	6/4/2026 Voucher:	00000438	COLONIAL INSURANCE CO.	Ben385777	6/4/2026	COLONIAL INSURANCE CO: PAYI	1,795.91	1,795.91
114816	6/4/2026 Voucher:	00002138	FRANCHISE TAX BOARD	Ben385785	6/4/2026	GARNISHMENT - FRANCHISE TA	245.55	245.55
114817	6/4/2026 Voucher:	0014756	LIBERTY DENTAL PLAN, OF (	Ben385771	6/4/2026	LIBERTY DENTAL INSUR (MISC):	2,951.78	2,951.78
114818	6/4/2026 Voucher:	00002421	POLICE MANAGEMENT ASS(	Ben385781	6/4/2026	POLICE MANAGEMENT ASSOC. I	2,375.00	2,375.00
114819	6/4/2026 Voucher:	00000335	POLICE OFFICERS ASSOCIA	Ben385783	6/4/2026	POLICE ASSOCIATION DUES: PA	6,375.00	6,375.00
114820	6/4/2026 Voucher:	0011466	PRINCIPAL LIFE INSURANCE	Ben385763	6/4/2026	PRINCIPAL DENTAL PPO (MISC):	31,725.71	31,725.71
114821	6/4/2026 Voucher:	0011467	RELIANCE STANDARD	Ben385765	6/4/2026	LONG TERM DISABILITY: PAYME	5,972.63	5,972.63
114822	6/4/2026 Voucher:	00003152	SOUTH GATE POLICE EXPL(	Ben385773	6/4/2026	SGPD EXPLORER YOUTH PROG	455.00	455.00
114823	6/4/2026 Voucher:	0011468	SUPERIOR VISION SERVICE	Ben385767	6/4/2026	SUPERIOR VISION MISC.: PAYME	3,947.10	3,947.10
114824	6/4/2026 Voucher:	0014949	TEXAS CHILD SUPPORT SDI	Ben385789	6/4/2026	TX CHILD SUPPORT SDU: PAYME	638.31	638.31
114825	6/4/2026 Voucher:	00000334	UNITED WAY OF GREATER L	Ben385775	6/4/2026	UNITED WAY: PAYMENT	26.00	26.00
						Sub total for BANK OF THE WEST:		58,602.78
						Grand Total All Checks:		58,602.78

14 checks in this report.

WARRANT REGISTER FOR COUNCIL MEETING 06/23/2026

PART II

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
114826	6/3/2026	0005869	FERGUSON WATERWORKS	0075231-1	4/27/2026	INVENTORY PO/ WATER PARTS	899.52	
				0075231-2	5/19/2026	INVENTORY PO/ WATER PARTS	110.71	1,010.23
114827	6/3/2026	00004934	GAS COMPANY	189 300 9500 7-05	5/20/2026	BILLING PRD-04/16/26-05/18/26	2,282.21	
				094 300 7500 3-05	5/19/2026	BILLING PRD-04/15/26-05/15/26	341.52	
				083 407 6536 4 05	5/26/2026	BILLING PRD-04/21/26-05/21/26	18.73	2,642.46
114828	6/3/2026	00001414	ODP BUSINESS SOLUTIONS	469072539001	5/6/2026	INVENTORY PO/ COPY PAPER	1,636.04	1,636.04
114829	6/3/2026	00000339	POSTMASTER	PERMIT2280SUM	6/1/2026	PAYMENT FOR QUARTELY SG C(	5,860.74	5,860.74
114830	6/3/2026	00003963	RESOURCE BUILDING MATE	4215308	5/28/2026	INVENTORY PO/ REDI MIX	1,575.96	1,575.96
114831	6/3/2026	0005808	SCOTCH PAINT CORPORATI	9503	5/1/2026	INVENTORY PO/ PAINT	7,412.78	7,412.78
114832	6/3/2026	00004865	SO CALIF EDISON	5/18/26	5/18/2026	BILLING PERIOD - 3/27/2026 TO (	12,268.57	12,268.57
114833	6/3/2026	0011067	SUPERIOR PAVEMENT MARI	21785	2/2/2026	RETENTION RELEASE THERMOI	10,260.24	10,260.24
						Sub total for BANK OF THE WEST:		42,667.02

8 checks in this report.

Grand Total All Checks: 42,667.02

WARRANT REGISTER FOR COUNCIL MEETING 06/23/2026 PART III

apChkLst Final Check List Page: 1
06/03/2026 10:50:40AM CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
114834	6/23/2026	00004372	AIRGAS USA, LLC	9172107373	5/15/2026	CO2 & SUPPLIES FOR ROUTIN	577.42	577.42
	Voucher:							
114835	6/23/2026	0011325	ALAN'S LAWN & GARDEN CENTER	136698	5/27/2026	CARRY LARGE SUPPLY OF IRF	178.50	
	Voucher:			135194	5/27/2026	CARRY LARGE SUPPLY OF IRF	361.93	540.43
114836	6/23/2026	00000185	ALL CITY MANAGEMENT SERVICES,,	PS-INV106007	5/14/2026	APRIL 26 26-MAY 9 26 ALL CITY	40,506.84	40,506.84
	Voucher:							
114837	6/23/2026	0012606	AMAZON CAPITAL SERVICES,INC.	1XGT-FGJD-HH	5/18/2026	PARKS SUPPLIES	141.03	
	Voucher:			194F-G9FC-9D3	5/26/2026	PARKS SUPPLIES	49.79	
				1FWL-Y1HH-D.	5/21/2026	ADMINISTRATIVE SERVICES SI	119.84	
				1697-Y1YJ-6M9	5/30/2026	SENIOR CENTER SUPPLIES	61.24	
				111L-3JPG-YM6	5/29/2026	PARKS SUPPLIES	161.04	
				1JWM-9CGX-G	5/20/2026	NPWW EVENT SUPPLIES	11.06	
				1PQ9-L9YN-LV6	5/21/2026	PARK SUPPLIES	11.95	
				1WNK-RFPP-C	5/25/2026	SERNIOR CENTER PARK SUPF	206.97	
				1MVF-XQNW-N	5/21/2026	PARKS SUPPLIES	422.88	
				1MPK-DCK9-RH	3/30/2026	PARKS SUPPLIES	796.22	
				1HKD-HPGM-W	4/20/2026	PARKS SUPPLIES	401.34	
				1DLX-13LW-DR	5/14/2026	PARKS SUPPLIES	203.46	
				13JF-K3G4-16R	3/31/2026	PARK SUPPLIES	152.91	
				1LLQ-YFN6-G7.	6/2/2026	PARKS SUUPLIES	333.25	3,072.98
114838	6/23/2026	0013692	AMCS GROUP INC	144479	9/30/2023	FLEET MAINTENANCE MANAGI	1,800.00	
	Voucher:			180905	5/29/2026	FLEET MAINTENANCE MANAGI	22,038.66	23,838.66
114839	6/23/2026	0009798	ANIMAL FRIENDS PET HOTEL	797056599	3/12/2026	K-9 VETERINARY SERVICES	691.00	691.00
	Voucher:							
114840	6/23/2026	0007290	APW KNOX-SEEMAN	22319533	5/14/2026	MISC AUTO PARTS & LUBES	20.16	
	Voucher:			22310466	5/12/2026	MISC AUTO PARTS & LUBES	21.15	
				22319572	5/14/2026	MISC AUTO PARTS & LUBES	69.82	111.13
114841	6/23/2026	00005075	AT&T	25330563	6/1/2026	05/01/26 - 05/31/26 - BAN 9391(	61.15	
	Voucher:			25334341	6/1/2026	05/01/26 - 05/31/26 - BAN 9391(	1,773.06	
				25335676	6/1/2026	05/01/26-05/31/26 BAN 9391081:	1,616.66	3,450.87
114842	6/23/2026	0009040	ATLAS BACKFLOW	49658	6/2/2026	MISC	675.00	
	Voucher:			49307	4/22/2026	MISC	75.00	750.00
114843	6/23/2026	0010585	AUTOZONE STORES, INC.	05488225820	5/18/2026	AUTO PARTS	214.63	
	Voucher:			05488227741	5/20/2026	AUTO PARTS	28.78	
				05488228008	5/20/2026	AUTO PARTS	28.78	
				05488234567	5/26/2026	AUTO PARTS	25.39	297.58
114844	6/23/2026	0011336	AVANT-GARDE INC.	13178	5/28/2026	APRIL 2026 AVANT GARDE CAI	55.00	

	Voucher:			13175	4/26/2026	APRIL 2026 ADMIN SERVICES F	1,381.25	
				13176	4/26/2026	APRIL 2026 ADMIN SERVICES F	6,438.75	
				13177	4/26/2026	APRIL 2026 - ADMIN SERVICES	4,195.00	12,070.00
114845	6/23/2026	00004559	BAY ACTUARIAL CONSULTANTS	2196	5/26/2026	4/8/26 WORKERS COMP ACTU/	5,200.00	5,200.00
	Voucher:							
114846	6/23/2026	0010615	BEARCOM	6050091	6/1/2026	JUNE 2026 ANNUAL FY 25/26 F	358.82	
	Voucher:			6050093	6/1/2026	JUNE 2026 ANNUAL FY 25/26 F	211.71	
				6050089	6/1/2026	ANNUAL FY 25/26 FCC CHANNI	353.17	923.70
114847	6/23/2026	0008396	BLUE DIAMOND MATERIALS	4551782	5/18/2026	PURCHASE OF ASPHALT	1,788.38	
	Voucher:			4542941	5/11/2026	PURCHASE OF ASPHALT	1,263.31	3,051.69
114848	6/23/2026	0012189	BNJ IRON WORKS, INC.	449	6/1/2026	FABRICATION AND WELDING (	1,439.75	
	Voucher:			448	5/21/2026	FABRICATION AND WELDING (	1,329.00	2,768.75
114849	6/23/2026	0015440	CABE TOYOTA LONG BEACH	129393	5/13/2026	REPLACEMENT TRANSMISSIOI	5,381.89	5,381.89
	Voucher:							
114850	6/23/2026	0015400	CALIFORNIA STREET LIGHTING	1589	5/23/2026	AS NEEDED EMERGENCY SER	7,115.00	7,115.00
	Voucher:							
114851	6/23/2026	0012885	CANON FINANCIAL SERVICES, INC.	43304983	6/2/2026	05/17/26-06/16/26 - MONTHLY L	1,452.53	1,452.53
	Voucher:							
114852	6/23/2026	0014155	CELEDON'S EXERCISE EQUIPMENT,	1411	5/12/2026	SERVICE/REPAIR MAINTAIN FI	1,642.53	1,642.53
	Voucher:							
114853	6/23/2026	0006239	CENTRAL FORD	72781	5/20/2026	AUTO PARTS	107.65	
	Voucher:			78511	5/13/2026	AUTO PARTS	286.82	
				72211	5/5/2026	AUTO PARTS	82.53	
				72716	5/19/2026	AUTO PARTS	401.11	
				72981	5/26/2026	AUTO PARTS	44.46	922.57
114854	6/23/2026	0005839	CHAMPION CHRYSLER JEEP DODGE	7350339	5/12/2026	DEALER PARTS FOR CHARGEI	99.18	99.18
	Voucher:							
114855	6/23/2026	0012980	CHARTER COMMUNICATIONS	1884287010521	5/21/2026	5/27/26-6/26/26 PD INTERNET S	129.99	
	Voucher:			1875886010521	5/21/2026	5/27/26-6/26/26 CABLE SERVICI	466.43	
				1169967010521	5/21/2026	05/21/2026 - 6/20/26 CITY FIBEF	3,456.54	
				1083084010501	5/1/2026	05/01/26 - 05/31/26 - NETWORK	900.85	4,953.81
114856	6/23/2026	00005074	CITY OF HUNTINGTON PARK	25929	5/13/2026	JAN-MARCH 2026 AGREEMENT	904.80	904.80
	Voucher:							
114857	6/23/2026	00005090	CITY OF PARAMOUNT	05-20-26	5/20/2026	03/10/26- 05/11/26 - WATER SEI	7.36	7.36
	Voucher:							
114858	6/23/2026	0013515	CITY TIRES	51262	5/28/2026	AUTO ALIGNMENT AND TIRES	89.00	
	Voucher:			51073	5/6/2026	AUTO ALIGNMENT AND TIRES	382.24	471.24
114859	6/23/2026	0011708	CLIENTFIRST TECHNOLOGY, CONSU	19657	5/31/2026	MAY 2026 IT PROJECT MANAG	8,445.00	8,445.00
	Voucher:							
114860	6/23/2026	00000311	COASTLINE EQUIPMENT	1352791	5/27/2026	SERVICE HEAVY EQUIPMENT \	405.95	
	Voucher:			1351464	5/20/2026	SERVICE HEAVY EQUIPMENT \	201.98	
				1351462	5/20/2026	SERVICE HEAVY EQUIPMENT \	126.59	734.52
114861	6/23/2026	0011922	CONCENTRA MEDICAL CENTERS	91133908	5/27/2026	MEDICAL SERVICES FOR NEW	266.00	
	Voucher:			91058443	5/20/2026	5-14-26-5-19-26 MEDICAL SERV	1,101.00	1,367.00
114862	6/23/2026	0015342	CORODATA SHREDDING INC.	DN 1576019	4/30/2026	4/22/26 SHREDDING OF DOCUI	122.00	122.00
	Voucher:							
114863	6/23/2026	00005110	COUNTY OF L.A. DEPT OF PW	RE-PW 260511	5/11/2026	APRIL 2026 TRAFFIC SIGNAL &	1,108.60	1,108.60
	Voucher:							

114864	6/23/2026	0010352	COUNTY OF LOS ANGELES	IN1575944	5/11/2026	HEALTH DEPT. OPERATING PE	319.00	319.00
	Voucher:							
114865	6/23/2026	0009390	D.C. DRILLING, INC	8842	5/26/2026	HORIZONTAL DRILLING TO RE	4,200.00	
	Voucher:			8845	6/1/2026	HORIZONTAL DRILLING TO RE	4,200.00	8,400.00
114866	6/23/2026	00001423	DAILY JOURNAL CORPORATION	B4042637	5/21/2026	PROOF OF PUBLICATION 2025	540.00	
	Voucher:			B4043788	5/21/2026	PROOF OF PUBLICATION ORD	125.00	
				B4045488	5/21/2026	FY 2026-27 PROOF OF PUBLIC	280.00	
				B4045492	5/29/2026	FY 2026-27 PROOF OF PUBLIC	315.00	1,260.00
114867	6/23/2026	0013681	DANIELS TIRE SERVICE, INC	200568792	4/21/2026	AUTOMOTIVE TIRES	450.50	
	Voucher:			200571630	5/20/2026	AUTOMOTIVE TIRES	874.50	1,325.00
114868	6/23/2026	00000178	DAVE BANG ASSOCIATES INC	CA60803	5/19/2026	SOUTH GATE PARK NORTH PL	858.13	858.13
	Voucher:							
114869	6/23/2026	00001565	DEPT OF JUSTICE-(DOJ) CENTRAL	044446	5/5/2026	APRIL 2026 FINGERPRINT APP	644.00	644.00
	Voucher:							
114870	6/23/2026	0011691	EMP: GODINEZ, CESAR	903629	5/18/2026	REIMBURSEMENT CSM-4 RENI	380.00	380.00
	Voucher:							
114871	6/23/2026	0010017	ENTERPRISE FM TRUST	586300-050526	5/5/2026	25-26 RENEWAL: ENTERPRISE	1,209.33	
	Voucher:			513145-050526	5/5/2026	25-26 RENEWAL: ENTERPRISE	2,441.81	3,651.14
114872	6/23/2026	0015374	ESCARPE INVESTIGATIONS, LLC	1016	5/19/2026	BACKGROUND INVESTIGATION	2,000.00	2,000.00
	Voucher:							
114873	6/23/2026	0010878	EWING IRRIGATION PRODUCTS INC	30376925	5/20/2026	PURCHASE IRRIGATION PARTS	3,800.61	
	Voucher:			26394538	5/20/2026	PURCHASE OF IRRIGATION PA	5,607.04	9,407.65
114874	6/23/2026	0010558	FACTORY MOTOR PARTS COMPANY	12-7163989	5/14/2026	FACTORY AUTO PARTS	180.88	
	Voucher:			167-231089	5/18/2026	FACTORY AUTO PARTS	180.88	
				12-W26734	5/28/2026	FACTORY AUTO PARTS	518.02	
				12-W26697	5/14/2026	FACTORY AUTO PARTS	612.63	1,492.41
114875	6/23/2026	00001988	FAIR HOUSING FOUNDATION	Q1-AUG 2025	9/8/2025	Q1 7/1/2025-6/30/2026 - PROVIL	1,629.44	
	Voucher:			Q1 SEP 2025	10/8/2025	Q1 7/1/2025-6/30/2026 - PROVIL	1,794.75	
				Q1-JULY 2025	8/6/2025	Q1 7/1/2025-6/30/2026 - PROVIL	1,509.98	
				Q2-OCT 2025	11/6/2025	Q2 7/1/2025-6/30/2026 - PROVIL	1,780.61	
				Q2-NOV 2025	12/8/2025	Q2 7/1/2025-6/30/2026 - PROVIL	2,096.14	
				Q2-DEC 2025	1/6/2026	Q2 7/1/2025-6/30/2026 - PROVIL	1,684.49	
				10 Q4-APRIL 2(	5/7/2026	Q4 7/1/2025-6/30/2026 - PROVIL	1,674.46	12,169.87
114876	6/23/2026	00000619	FALCON FUELS, INC.	95653	5/19/2026	RD 99 CLEAR DIESEL	6,236.93	
	Voucher:			95590	5/19/2026	REGULAR UNLD 10% ETH -490	6,555.56	12,792.49
114877	6/23/2026	00002026	FEDERAL EXPRESS CORPORATION	9-288-39579	5/8/2026	FEDEX 05/01/2026 - PRIORITY (	9.66	9.66
	Voucher:							
114878	6/23/2026	0013742	FLOCK SAFETY	INV-88746	3/12/2026	2026-2027 ANNUAL RENEWAL -	30,000.00	30,000.00
	Voucher:							
114879	6/23/2026	0005303	FULLER ENGINEERING INC	155221	5/12/2026	CHEMICALS SUPPLIES FOR PC	1,384.11	1,384.11
	Voucher:							
114880	6/23/2026	0009215	G&M OIL COMPANY, LLC	012-085	5/22/2026	APRIL 2026 (17) EXPRESS CAR	119.00	119.00
	Voucher:							
114881	6/23/2026	00002890	GRAINGER	9930672747	5/27/2026	SPECIALTY HARDWARE	842.13	
	Voucher:			9930672754	5/27/2026	SPECIALTY HARDWARE	822.14	
				9822082286	2/25/2026	SPECIALTY HARDWARE	463.80	
				9930670790	5/27/2026	SPECIALTY HARDWARE	564.31	
				9930764627	5/27/2026	SPECIALTY HARDWARE	447.77	

				9931074943	5/28/2026	SPECIALTY HARDWARE	715.88	3,856.03
114882	6/23/2026	0011526	HASA, INC.	1122826	5/14/2026	WATER TREATMENT CHEMICA	1,018.82	
	Voucher:			1122828	5/14/2026	WATER TREATMENT CHEMICA	1,459.99	
				1122829	5/14/2026	WATER TREATMENT CHEMICA	1,415.56	
				1122827	5/14/2026	WATER TREATMENT CHEMICA	1,336.21	
				1122830	5/14/2026	WATER TREATMENT CHEMICA	599.87	5,830.45
114883	6/23/2026	00000268	HOME DEPOT CREDIT SERVICES	4512617	6/1/2026	WATER DEPARTMENT SUPPLI	132.53	
	Voucher:			9364233	6/2/2026	MISC SUPPLIES	442.00	
				2352560	5/14/2026	GENERAL MAINTENANCE - MIS	198.44	
				0041809	5/26/2026	MISC SUPPLIES	400.58	
				0373092	5/26/2026	MISC SUPPLIES	86.74	
				0041808	5/26/2026	MISC SUPPLIES	340.16	
				8041881	5/28/2026	MISC SUPPLIES	86.06	
				370532	4/16/2026	STREET SUPPLIES	198.81	
				41809	5/26/2026	MISC SUPPLIES	400.58	
				373092	5/26/2026	MISC SUPPLIES	86.74	
				5184335	5/21/2026	MISC SUPPLIES	330.40	
				4351799	3/3/2026	GENERAL MAINTENANCE - MIS	606.61	
				8352673	5/28/2026	MISC SUPPLIES	757.15	
				41808	5/26/2026	MISC SUPPLIES	340.16	
				8034970	5/28/2026	MISC SUPPLIES	1,162.28	
				5350188	9/3/2025	STREET SUPPLIES	108.81	
				2373139	6/3/2026	MISC SUPPLIES	154.82	
				0023614	5/26/2026	ELECTRICAL SUPPLIES	193.22	
				4030099	6/1/2026	MISC SUPPLIES	61.77	
				3373133	6/2/2026	MISC SUPPLIES	285.28	6,373.14
114884	6/23/2026	0013004	INTERSTATE FLEET MAINTENANCE,	51357	5/7/2026	DIESEL PARTICULATE FILTER	225.00	
	Voucher:			51356	5/7/2026	DIESEL PARTICULATE FILTER	225.00	
				51355	5/7/2026	DIESEL PARTICULATE FILTER	225.00	675.00
114885	6/23/2026	0008222	JCL TRAFFIC SERVICES	134144	5/13/2026	BARRICADES,TRAFFIC PRODU	332.66	
	Voucher:			134363	5/28/2026	BARRICADES,TRAFFIC PRODU	402.99	735.65
114886	6/23/2026	00000209	JHM SUPPLY , INC.	408578/1	6/1/2026	SMALL TOOLS	1,937.97	
	Voucher:			118881/3	6/1/2026	SMALL TOOLS	1,923.09	3,861.06
114887	6/23/2026	0005586	JOE A. GONSALVES & SONS	164413	5/27/2026	JUNE 2026 LEGISLATIVE ADVC	2,500.00	2,500.00
	Voucher:							
114888	6/23/2026	0012510	KILEY & ASSOCIATES, LLC	SG 260601	6/1/2026	MAY 2026 FEDERAL LEGISLATI	3,333.33	3,333.33
	Voucher:							
114889	6/23/2026	00003387	KNORR SYSTEMS, INC.	341615	5/19/2026	PURCHASE & INSTALL SPA HE	10,984.90	
	Voucher:			308316	5/20/2026	PURCHASE OF POOL CHEMICA	1,445.44	12,430.34
114890	6/23/2026	0007294	KOA CORPORATION	000023055-11	9/17/2025	JUNE 2025 PROFESSIONAL EN	153,224.00	
	Voucher:			JC21195-23	5/19/2026	4/30/26 ENGINEERING SERVICI	3,445.00	156,669.00
114891	6/23/2026	0006905	LA COUNTY SHERIFF'S DEPARTMEN	262889BL	5/22/2026	INMATE MEAL SERVICE 4/1/26-	756.00	756.00
	Voucher:							
114892	6/23/2026	0007795	LAWRENCE ROLL UP DOORS, INC	2622220	5/13/2026	SOUTH GATE PARK CHLORINA	8,916.25	8,916.25
	Voucher:							
114893	6/23/2026	0013343	LITTLEJOHN COMMUNICATIONS, INC	06012026	6/1/2026	MAY 2026 SERVICES FOR INM/	100.00	100.00
	Voucher:							
114894	6/23/2026	0013894	LOS DEL MOMENTO	LDMSUM2627	5/26/2026	2026 SUMMER CONCERT	2,800.00	2,800.00

	Voucher:							
114895	6/23/2026	00003941	M. HARA LAWNMOWER CENTER	49929	5/27/2026	SMALL EQUIPMENT PURCHASI	210.85	
	Voucher:			49928	5/27/2026	SMALL EQUIPMENT PURCHASI	365.73	576.58
114896	6/23/2026	00004269	M.L. BERNIE COMPANY INC	180531	3/2/2026	TIRE REPAIR AND SUPPLIES	1,238.83	1,238.83
	Voucher:							
114897	6/23/2026	0008037	MARIPOSA LANDSCAPES INC.	119814	4/30/2026	APRIL 2026 CITYWIDE LANDSC	44,423.26	
	Voucher:			118610	2/28/2026	FEB 2026 CITYWIDE LANDSCA	44,423.26	
				119143	3/31/2026	MARCH 2026 CITYWIDE LANDS	44,423.26	133,269.78
114898	6/23/2026	00004060	MCMASTER-CARR SUPPLY CO	65407404	5/21/2026	SPECIAL HARDWARE. NO WOI	283.42	283.42
	Voucher:							
114899	6/23/2026	0015395	MEEDER PUBLIC FUNDS, INC	APRIL 30 2026	5/22/2026	APRIL 30TH 2026 INVESTMENT	4,827.34	4,827.34
	Voucher:							
114900	6/23/2026	00004093	MELAD & ASSOCIATES	SG26-12	6/2/2026	MAY 2026 MELAD & ASSOCIAT	375.00	
	Voucher:			SG26-13	6/2/2026	MAY 2026 MELAD & ASSOCIAT	5,185.07	5,560.07
114901	6/23/2026	0011575	MERCHANTS BUILDING	970027	4/30/2026	APRIL 2026 ANNUAL CUSTODI/	26,909.00	26,909.00
	Voucher:							
114902	6/23/2026	00003815	MICHELSON LABORATORIES, INC	0757509	5/15/2026	TITLE 22 LAB ANALYSIS	1,716.00	
	Voucher:			0757514	5/15/2026	TITLE 22 LAB ANALYSIS	528.00	
				0757511	5/15/2026	TITLE 22 LAB ANALYSIS	1,650.00	
				0757510	5/15/2026	TITLE 22 LAB ANALYSIS	1,650.00	5,544.00
114903	6/23/2026	0014202	MILLER MENDEL, INC	14922	5/22/2026	OCT- DEC 2025 ESOPH DATA S	426.00	426.00
	Voucher:							
114904	6/23/2026	00004236	MIRACLE RECREATION EQUIPMENT	896490	11/17/2025	REPLACE SLIDE AND CANOPY	6,821.43	6,821.43
	Voucher:							
114905	6/23/2026	0008251	MUNOZ, OSCAR RAY	Munoz-04/30/26	4/30/2026	REIMBURSE OSCAR RAY MUN(	190.00	190.00
	Voucher:							
114906	6/23/2026	0009426	MV CHENG & ASSOCIATES, INC.	5-31-2026B	6/4/2026	MAY 2026 PROFESSIONAL FIN/	6,715.00	6,715.00
	Voucher:							
114907	6/23/2026	00004969	NATIONAL READY MIXED CONCRETI	975489	5/5/2026	CONCRETE, SAND AND AGGRI	1,181.57	
	Voucher:			975620	5/6/2026	CONCRETE, SAND AND AGGRI	546.47	
				976124	5/12/2026	CONCRETE, SAND AND AGGRI	1,110.98	2,839.02
114908	6/23/2026	0011139	NORM REEVES FORD SUPERSTORE	35225	2/23/2026	VEHICLE REPAIRS AND PARTS	1,700.94	1,700.94
	Voucher:							
114909	6/23/2026	0007984	O'REILLY AUTO PARTS	3063-272709	5/28/2026	AUTO PARTS	183.55	
	Voucher:			3063-272766-2(	5/28/2026	AUTO PARTS	1,217.29	
				3063-271274	5/18/2026	AUTO PARTS	304.32	
				3063-271437	5/19/2026	AUTO PARTS	456.48	2,161.64
114910	6/23/2026	0014291	OSCAR'S ELECTRIC, INC.	8914	5/28/2026	TO REPAIR CRITICAL WATER F	800.00	
	Voucher:			8904	5/21/2026	PARK METER VAULT REPAIR	10,835.00	
				8895	5/19/2026	INSTALL NEW 40 HP POOL MO	6,545.00	18,180.00
114911	6/23/2026	00004713	PETTY CASH- PARKS & REC.DEPT.-	04/13/26-06/01/	6/1/2026	4/13/26-6/1/26 PETTY CASH PA	171.73	171.73
	Voucher:							
114912	6/23/2026	00004714	PETTY CASH- POLICE DEPT. -	9/25/25-5/13/26.	5/27/2026	9/25/25-5/13/26 PETTY CASH A/	348.77	348.77
	Voucher:							
114913	6/23/2026	0012870	PK: BIBRIESCA DE ARELLANO, MARI	mbspring0526	5/28/2026	05/05/26-05/28/26 TONE IT UP	360.00	
	Voucher:			MBspring0526-a	5/28/2026	05/05/26-05/28/26 STEP AEROB	360.00	720.00
114914	6/23/2026	0011257	PK: GUILMETTE, ROBERT	RGspring0526	5/27/2026	05/04/26-05/27/26 YOGA	980.00	
	Voucher:			RSEVENT0426	6/4/2026	04/25/26 SOUND BATH YOGA C	837.50	1,817.50

114915	6/23/2026	0013797	PK: MANRIQUEZ, EYVAR	EMspring0526-r	5/29/2026	05/01/26-05/29/26 MUAY THAI C	405.00	405.00
	Voucher:							
114916	6/23/2026	0014459	PK: RANGEL, VIOLETA ISAVEL	VRspring0526	5/30/2026	05/02/26-05/30/26 ADVANCED Y	360.00	360.00
	Voucher:							
114917	6/23/2026	0010624	PK: SANCHEZ, MARIBEL	MSspring0526-z	5/30/2026	05/02/26-05/30/26 ZUMBA	180.00	180.00
	Voucher:							
114918	6/23/2026	0013659	PK: SANCHEZ, ROCIO	RSspring0526-c	5/18/2026	COMBO BOXING 05/04/26-05/1	135.00	
	Voucher:			RSspring0526-z	5/29/2026	05/01/26-05/29/26 ZUMBA	900.00	
				RSspring0526	5/27/2026	05/06/26-05/27/26 STEP AEROB	180.00	1,215.00
114919	6/23/2026	0013796	PK: YOGAWITHVANESA	VJspring0526-y	5/28/2026	05/04/26-05/28/26 YOGA	315.00	315.00
	Voucher:							
114920	6/23/2026	0009041	PRES TECH EQUIPMENT COMPANY	INV-001557	5/27/2026	SAWCUT WATER MAIN PIPE	4,304.61	4,304.61
	Voucher:							
114921	6/23/2026	0015118	PRINTING NEST LLC	1010659	5/19/2026	ENVELOPES # 10 NO WINDOW	324.05	
	Voucher:			1010697	6/3/2026	ENVELOPES # 10 WINDOW HU	288.39	612.44
114922	6/23/2026	00004055	PROFORCE LAW ENFORCEMENT	602581	5/27/2026	AMMUNITION AND EQUIPMENT	944.72	944.72
	Voucher:							
114923	6/23/2026	00004391	PYRO SPECTACULARS, INC.	S051292	4/28/2026	2026 FOURTH OF JULY FIREW	15,938.00	15,938.00
	Voucher:							
114924	6/23/2026	00004773	RET: ALMANZA, JOSEPH A	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	194.83	194.83
	Voucher:							
114925	6/23/2026	0008275	RET: AROCHA, FRANCIS X.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,163.88	1,163.88
	Voucher:							
114926	6/23/2026	0013775	RET: AVILES, OMAR ADOLFO	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
	Voucher:							
114927	6/23/2026	00001840	RET: BLASKA, WILLIAM MIKE	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
	Voucher:							
114928	6/23/2026	0015483	RET: BOLAR, EDWARD	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
	Voucher:							
114929	6/23/2026	00004776	RET: CARTER, LLOYD B	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
	Voucher:							
114930	6/23/2026	00000495	RET: CHAVEZ, ANTHONY A	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
	Voucher:							
114931	6/23/2026	0006505	RET: CORBET, RONALD	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,435.98	1,435.98
	Voucher:							
114932	6/23/2026	0008746	RET: DELEON, RUBEN	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
	Voucher:							
114933	6/23/2026	0011326	RET: GALVAN, RAY A.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
	Voucher:							
114934	6/23/2026	0013282	RET: GARCIA, VIVIAN M.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
	Voucher:							
114935	6/23/2026	0006508	RET: GOMEZ, JOSEPH C.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
	Voucher:							
114936	6/23/2026	0010881	RET: KOOPMANS, WILLIAM O.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
	Voucher:							
114937	6/23/2026	0010410	RET: LEO, FRANK	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
	Voucher:							
114938	6/23/2026	00003833	RET: MOOMEY, STEVEN	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	518.00	518.00

	Voucher:							
114939	6/23/2026	00003328	RET: MOSBY, DOROTHEA S	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	194.83	194.83
	Voucher:							
114940	6/23/2026	00003798	RET: RANGEL, ARMANDO	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
	Voucher:							
114941	6/23/2026	0015482	RET: ROSALES, YVONEE	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
	Voucher:							
114942	6/23/2026	0014732	RETURN TO WORK PARTNERS INC	30368	5/27/2026	10-24-25-05-19-26 ACCOMMOD.	425.00	425.00
	Voucher:							
114943	6/23/2026	0008369	SAFETY-KLEEN SYSTEM, INC	97275458	6/10/2025	CLEANING SERVICE OF EQUIP	731.14	731.14
	Voucher:							
114944	6/23/2026	00000322	SAM'S CLUB	1595	5/27/2026	MISC SUPPLIES	427.29	
	Voucher:			3409	5/21/2026	MISC SUPPLIES	40.71	
				5021 06626-002	5/20/2026	FOOD, SNACK'S AND DRINKS F	383.28	
				3551-06626-093	5/20/2026	PWYD- FOOD, SNACK'S, DRINI	389.85	
				2387-06626	5/6/2026	PWYD- FOOD, SNACK'S, DRINI	389.06	
				1455	5/27/2026	MISC SUPPLIES	38.98	1,669.17
114945	6/23/2026	0013561	SERGIO'S AUTO UPHOLSTERY	3987	5/28/2026	AUTO UPHOLSTERY	256.44	256.44
	Voucher:							
114946	6/23/2026	0009253	SITEONE LANDSCAPE SUPPLY, LLC	166819337-001	5/28/2026	SPECIALTY IRRIGATION PARTS	1,935.20	1,935.20
	Voucher:							
114947	6/23/2026	00005096	SOUTH COAST A.Q.M.D.	4714645	4/16/2026	MTG SUPP 5/28	172.49	
	Voucher:			4721668	5/1/2026	FLAT FEE FOR LAST FISCAL YI	176.41	348.90
114948	6/23/2026	0009659	THE LIFEGUARD STORE	INV001613632	6/3/2026	LIFEGUARD GEAR AND EQUIPI	978.28	978.28
	Voucher:							
114949	6/23/2026	0013473	THE SINATRA UNIFORM COMPANY	SU18814	5/21/2026	POLICE EMPLOYEE UNIFORMS	272.86	
	Voucher:			SU18862	5/29/2026	POLICE EMPLOYEE UNIFORMS	21.94	
				SU18093	4/17/2026	POLICE EMPLOYEE UNIFORMS	29.61	
				SU18861	5/29/2026	POLICE EMPLOYEE UNIFORMS	647.48	971.89
114950	6/23/2026	0011640	TIREHUB, LLC	56797455	2/24/2026	TIRES PURCHASE	248.26	
	Voucher:			58341481	4/29/2026	TIRES PURCHASE	283.49	
				58831432	5/21/2026	TIRES PURCHASE	683.50	1,215.25
114951	6/23/2026	0006437	ULINE	208244811	5/19/2026	SUPPLIES FOR PROPERTY RO	201.32	201.32
	Voucher:							
114952	6/23/2026	00004964	UNDERGROUND SERVICE ALERT	520260221	6/1/2026	DIG ALERTS	444.30	
	Voucher:			25-263908	6/1/2026	DIG ALERTS	173.62	617.92
114953	6/23/2026	0010265	UNITED PACIFIC SERVICES, INC.	1071-1 TO 1071	5/31/2026	ANNUAL TREE MAINTENACE- \	29,455.00	29,455.00
	Voucher:							
114954	6/23/2026	0014465	VERIZON CONNECT FLEET USA LLC	616000087367	6/1/2026	FEB/MARCH/APRIL 2026 MOBL	381.10	381.10
	Voucher:							
114955	6/23/2026	0010476	WECK LABORATORIES INC	W6E1562	5/29/2026	WATER SAMPLES	200.00	
	Voucher:			W6A1497	1/27/2026	WATER SAMPLES	250.00	
				W6E0379	5/7/2026	WATER SAMPLES	145.00	
				W6E0378	5/7/2026	WATER SAMPLES	145.00	
				W6E1048	5/19/2026	WATER SAMPLES	450.00	
				W6E1561	5/26/2026	WATER SAMPLES	410.00	
				W6E1049	5/19/2026	WATER SAMPLES	450.00	2,050.00
114956	6/23/2026	00000032	WEST COAST MAILERS	12276	6/1/2026	PRINTING FOLDING BILLING S	1,121.00	

	Voucher:			12114	12/10/2025	WA BILLS CYC 10 10/1/25-10/31	194.94	1,315.94
114957	6/23/2026	00000561	WESTERN EXTERMINATOR COMPAN	96298957	6/18/2026	ANNUAL PEST CONTROL SER\	241.28	
	Voucher:			96298508	5/19/2026	ANNUAL PEST CONTROL SER\	304.37	545.65
114958	6/23/2026	00001522	WHITE CAP CONSTRUCTION SUPPL	50036979739	5/14/2026	SPECIAL TOOLS	157.38	157.38
	Voucher:							
114959	6/23/2026	00001280	WILLDAN	00423942	5/13/2026	5/1/26 AMR PHASE V- CITY PR(	2,101.00	
	Voucher:			00423576	3/11/2026	2/27/26 AMR PHASE V- CITY PF	2,813.25	4,914.25
114960	6/23/2026	00001376	Z.A.P. MANUFACTURING INC	10781	5/29/2026	TRAFFIC SIGNS RECYCLES AN	936.32	936.32
	Voucher:							
114961	6/23/2026	00000062	ZIEGLER'S HARDWARE& SUPPLY,IN(	7273-2026	5/8/2026	MISC HARDWARE	84.13	
	Voucher:			7333	6/2/2026	MISC HARDWARE	90.72	
				7310	5/27/2026	MISC HARDWARE	34.31	
				7306	5/27/2026	MISC HARDWARE	105.16	
				7231	5/7/2026	MISC HARDWARE	37.85	352.17
						Sub total for BANK OF THE WEST:		729,046.44

231 checks in this report.

Grand Total All Checks: 729,046.44

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
114962	6/10/2026	00003529	AT&T	960-4496558-0626	6/9/2026	BILLING PRD-JUNE 2026	223.86	223.86
	Voucher:							
114963	6/10/2026	0015394	CALIFORNIA PLASTIX, INC.	29578	6/4/2026	INVENTORY PO/ NITRILE GLOVE	1,763.32	1,763.32
	Voucher:							
114964	6/10/2026	00000780	CALTEX PLASTICS INC.	298184	6/4/2026	INVENTORY PO/ TRASH BAGS	8,151.20	8,151.20
	Voucher:							
114965	6/10/2026	0010237	FRONTIER COMMUNICATIOI	209-057-1084-051	6/8/2026	MAY 2026 ACCT# 209-057-1084-0	85.63	85.63
	Voucher:							
114966	6/10/2026	00004869	GOLDEN STATE WATER COI	73744100006 - 06/	6/3/2026	BILLING PRD-05/04/26-06/02/26	787.40	
	Voucher:			33744100000 - 06/	6/3/2026	BILLING PRD-05/04/26-06/03/26	648.67	
				53744100008 - 06/	6/3/2026	BILLING PRD-05/04/26-06/02/26	492.24	
				63744100007 - 06/	6/9/2026	BILLING PRD-05/04/26-06/03/26	307.66	
				32809400008 - 06/	6/3/2026	BILLING PRD-05/04/26-06/03/26	70.77	2,306.74
114967	6/10/2026	00000416	RAPID-O-PRINT	36012	5/20/2026	INVENTORY PO/NO PARKING SI(	1,125.22	1,125.22
	Voucher:							
114968	6/10/2026	00004865	SO CALIF EDISON	6/1/26-EDISON	6/9/2026	BILLING PERIOD -05/05/26-06/04/	74,402.45	74,402.45
	Voucher:							
114969	6/10/2026	0014497	VERITIV OPERATING COMP/	069-50291245	5/27/2026	INVENTORY PO/ TOWELS	2,909.40	2,909.40
	Voucher:							
114970	6/10/2026	00002593	WAXIE'S SANITARY SUPPLY	83942703	5/21/2026	INVENTORY PO/JANITORIAL SUI	16,677.79	16,677.79
	Voucher:							
114971	6/10/2026	0011968	WEX BANK	113111601	6/8/2026	JUNE 2026 SHELL GAS PD	814.61	814.61
	Voucher:							
114972	6/10/2026	00001522	WHITE CAP CONSTRUCTIOI	50037107853	5/20/2026	INVENTORY PO/ SAFETY SUPPL	2,130.15	2,130.15
	Voucher:							

Sub total for BANK OF THE WEST: 110,590.37

11 checks in this report.

Grand Total All Checks: 110,590.37

WARRANT REGISTER FOR COUNCIL MEETING 06/23/2026

PART V

apChkLst
06/09/2026 3:26:49 PM

Final Check List
CITY OF SOUTH GATE

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
6086	6/23/2026 Voucher:	0014823	RET: ANTHONY PEREZ, EDWARD	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6087	6/23/2026 Voucher:	0012466	RET: ADAMS, PAUL L.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,299.14	1,299.14
6088	6/23/2026 Voucher:	0005570	RET: ALONZO, ANTHONY	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,169.00	1,169.00
6089	6/23/2026 Voucher:	0014715	RET: ANDERSON, KENNETH R.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6090	6/23/2026 Voucher:	0015298	RET: ARAKAWA, DARREN ANTHONY	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,853.04	1,853.04
6091	6/23/2026 Voucher:	0012843	RET: AUSTIN, BYRON A.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6092	6/23/2026 Voucher:	0005813	RET: AVILA, VINCENT	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6093	6/23/2026 Voucher:	0014366	RET: BARKER, RILEY M.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6094	6/23/2026 Voucher:	0012982	RET: BONILLA CLAYTON, YADIRA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6095	6/23/2026 Voucher:	00001265	RET: BRASSFIELD, CHARLES R	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6096	6/23/2026 Voucher:	0006324	RET: BURBACH, MAUREEN	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6097	6/23/2026 Voucher:	0012844	RET: CAMACHO, EDWARD	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,163.88	1,163.88
6098	6/23/2026 Voucher:	0015479	RET: CENDEJAS, ELIZABETH R.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	900.00	900.00
6099	6/23/2026 Voucher:	0015485	RET: CHAVES, GEORGE	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	194.83	194.83
6100	6/23/2026 Voucher:	0014800	RET: CHAVEZ, CELESTE	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6101	6/23/2026 Voucher:	00000817	RET: CHRIST, DOUGLAS F	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6102	6/23/2026 Voucher:	0015376	RET: COSTLEY, STEVEN P	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6103	6/23/2026 Voucher:	00003408	RET: DAMRON, ROGER V	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00

6104	6/23/2026 Voucher:	0014404	RET: DAVILA, PAULITA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6105	6/23/2026 Voucher:	0013163	RET: DAVIS, RANDALL JOHN	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,196.68	1,196.68
6106	6/23/2026 Voucher:	00004777	RET: DAY, ROBERT A	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6107	6/23/2026 Voucher:	00001776	RET: EADE, JOANN	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	194.83	194.83
6108	6/23/2026 Voucher:	00003973	RET: EADS, KENNETH P.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,169.00	1,169.00
6109	6/23/2026 Voucher:	00003853	RET: FANNIN, ZONA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6110	6/23/2026 Voucher:	0008820	RET: FERNANDEZ, CARLOS	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6111	6/23/2026 Voucher:	00004403	RET: FIELD, GARY	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6112	6/23/2026 Voucher:	0006507	RET: FIGUEROA, GLORIA A.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6113	6/23/2026 Voucher:	0013564	RET: FLAD, MICHAEL	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,339.68	1,339.68
6114	6/23/2026 Voucher:	00000605	RET: FORRESTER, BOB L	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6115	6/23/2026 Voucher:	0015486	RET: FRANCO, JOSE	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6116	6/23/2026 Voucher:	0005355	RET: GALBREATH, RUSSELL	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	435.57	435.57
6117	6/23/2026 Voucher:	0011186	RET: GAMBOA, OSCAR	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6118	6/23/2026 Voucher:	00000496	RET: GEORGE, RONALD P	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6119	6/23/2026 Voucher:	0013121	RET: GONZALES, LORETTA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6120	6/23/2026 Voucher:	00003940	RET: GONZALEZ, HIRAM	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6121	6/23/2026 Voucher:	0006328	RET: GUTIERREZ, MANUEL	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,395.60	1,395.60
6122	6/23/2026 Voucher:	0014822	RET: GUTIERREZ, REYNA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6123	6/23/2026 Voucher:	0006510	RET: HERNANDEZ, MARIA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6124	6/23/2026 Voucher:	0006329	RET: HOMSHER, HUGH	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	916.86	916.86
6125	6/23/2026 Voucher:	0013216	RET: HUFFMAN, EDWARD RAYMONE	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6126	6/23/2026 Voucher:	0012845	RET: HUGAR L., JAMES	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6127	6/23/2026 Voucher:	00004784	RET: HUNTRODS, RICHARD F	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	239.00	239.00

6128	6/23/2026 Voucher:	0009521	RET: HUPP, KEITH	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6129	6/23/2026 Voucher:	00004785	RET: IRISH, TERRY F	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6130	6/23/2026 Voucher:	0014405	RET: JEFFERS, CHRIS J.	JUNE 2026	6/8/2026	JUNE-AUG 2026- RETIREE MEI	1,500.00	1,500.00
6131	6/23/2026 Voucher:	0011110	RET: JOHNSON, GERALD	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6132	6/23/2026 Voucher:	00004787	RET: KENNEDY, GARY E	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6133	6/23/2026 Voucher:	0005356	RET: KEY, ANDREW	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,169.00	1,169.00
6134	6/23/2026 Voucher:	0011111	RET: KOOMEN, SHERI L.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6135	6/23/2026 Voucher:	0009946	RET: LEFEVER, STEVEN A.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	200.00	200.00
6136	6/23/2026 Voucher:	00004789	RET: LILLEY, RAYMOND E	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6137	6/23/2026 Voucher:	0012707	RET: LLOYD, BRUCE W.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6138	6/23/2026 Voucher:	0012927	RET: LONG, PENG	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6139	6/23/2026 Voucher:	0005633	RET: LOPEZ, ALFONSO	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	615.16	615.16
6140	6/23/2026 Voucher:	0006511	RET: LOPEZ, RAMON A.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6141	6/23/2026 Voucher:	0009453	RET: LOPEZ, VERONICA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6142	6/23/2026 Voucher:	0013398	RET: MARIN, SANDRA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6143	6/23/2026 Voucher:	0007656	RET: MATSUKIYO, DAVID	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6144	6/23/2026 Voucher:	0014276	RET: MCEVILLY, DEBORAH	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6145	6/23/2026 Voucher:	0013777	RET: MONTANEZ JR., ABELINO	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6146	6/23/2026 Voucher:	0015377	RET: MORALES, VALERIE M	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6147	6/23/2026 Voucher:	0011895	RET: MUNOZ, ALFREDO	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6148	6/23/2026 Voucher:	00003239	RET: NASSAR, SAMI R	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	200.00	200.00
6149	6/23/2026 Voucher:	0014639	RET: O'MALLEY, DEREK	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6150	6/23/2026 Voucher:	0012468	RET: ORTIZ, JULIAN	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	807.05	807.05
6151	6/23/2026 Voucher:	0015484	RET: OSTERHOUDT, LARRY	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00

6152	6/23/2026 Voucher:	0012467	RET: PATINO, IGNACIO M.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6153	6/23/2026 Voucher:	0011522	RET: PELLERIN, ROBERT	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6154	6/23/2026 Voucher:	00005237	RET: PEREZ, SUSAN	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6155	6/23/2026 Voucher:	0010733	RET: PIXLER, DAVID	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6156	6/23/2026 Voucher:	00004794	RET: POWELL, ROBERT K.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6157	6/23/2026 Voucher:	0015378	RET: QUINTERO, JORGE	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6158	6/23/2026 Voucher:	0006326	RET: RAMIREZ, VIRGINIA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6159	6/23/2026 Voucher:	0006327	RET: RASCO, ANGELA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6160	6/23/2026 Voucher:	0011967	RET: RIVERA, FRANK J.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	825.69	825.69
6161	6/23/2026 Voucher:	0011978	RET: RIVERA, HANNAH TELLEZ-CAM	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	825.69	825.69
6162	6/23/2026 Voucher:	0012837	RET: RODRIGUEZ, ANNA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6163	6/23/2026 Voucher:	0012682	RET: RUIZ, NELLIE	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6164	6/23/2026 Voucher:	0011112	RET: SALDIVAR, MARIO M.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6165	6/23/2026 Voucher:	0013274	RET: SAUCEDO NEVAREZ, LUIS M	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6166	6/23/2026 Voucher:	0009865	RET: SCHRADER, GEORGE R.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,505.00	1,505.00
6167	6/23/2026 Voucher:	0011521	RET: SCOTT, DAVID	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6168	6/23/2026 Voucher:	0013273	RET: SEKIYA, JONATHAN M	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	828.03	828.03
6169	6/23/2026 Voucher:	00000458	RET: SEWELL, ELAINE	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6170	6/23/2026 Voucher:	00000459	RET: SEWELL, KENNETH R	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6171	6/23/2026 Voucher:	0006513	RET: SHETTER, RANDOLPH M.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6172	6/23/2026 Voucher:	00000869	RET: SMITH, CHARLES R	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6173	6/23/2026 Voucher:	00004796	RET: SPEELMAN, PATRICIA L	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6174	6/23/2026 Voucher:	00002147	RET: SPROWLS, KENNETH C	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	250.00	250.00
6175	6/23/2026 Voucher:	0008313	RET: SULLIVAN, DARREN	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,169.00	1,169.00

6176	6/23/2026 Voucher:	0006512	RET: TATTI, WILLIAM P.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6177	6/23/2026 Voucher:	0014457	RET: TEEPLES, JAMES	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6178	6/23/2026 Voucher:	0014524	RET: TIMOTEO, VINEULA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6179	6/23/2026 Voucher:	0014403	RET: TORRES, DAVID E	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	200.00	200.00
6180	6/23/2026 Voucher:	0012959	RET: TREJO, RAMONA M	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6181	6/23/2026 Voucher:	0014379	RET: URTEZ, YOLANDA	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6182	6/23/2026 Voucher:	00003573	RET: VAN LIEROP, MARTIN G	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	503.50	503.50
6183	6/23/2026 Voucher:	0013776	RET: VARGAS, ALEX J.	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	300.00	300.00
6184	6/23/2026 Voucher:	0015164	RET: VERVERA, ISMAEL	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
6185	6/23/2026 Voucher:	00003959	RET: WADE, RICHARD	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	306.00	306.00
6186	6/23/2026 Voucher:	0007655	RET: WELLS, GREGORY	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	807.05	807.05
6187	6/23/2026 Voucher:	00004379	RET: WHALEN, HARVEY	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	150.00	150.00
6188	6/23/2026 Voucher:	0008821	RET: WILLIAMS, TIMOTHY	JUNE 2026	6/8/2026	JUNE 2026- RETIREE MEDICAL	1,576.99	1,576.99
						Sub total for BANK OF THE WEST EFT:		66,541.09
	102 EFT's in this report					**Grand Total All EFT**		66,541.09

WARRANT REGISTER FOR COUNCIL MEETING 06/23/2026

PART VI

apChkLst
06/10/2026 11:28:14AM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3128	5/7/2026	00004708	PERS HEALTH PLAN	Ben384403	5/7/2026	JUNE 2026 MEDICAL HMO ANTHI	564,457.56	564,457.56
	Voucher:							
3140	6/4/2026	00004836	SEIU LOCAL 721 CTW CLC-2	Ben385791	6/4/2026	SEIU DUES: PAYMENT	2,989.90	2,989.90
	Voucher:							
3141	6/4/2026	00002370	INTERNAL REVENUE SERVI(	Ben385793	6/4/2026	MEDICARE: PAYMENT	177,236.80	177,236.80
	Voucher:							
3143	6/4/2026	00000343	PUBLIC EMPLOYEES RETIRI	Ben385797	6/4/2026	REDEPOSIT/WITHDRAWN CONT	302,628.40	302,628.40
	Voucher:							
3144	6/4/2026	00001186	EMPLOYMENT DEVELOPME	Ben385799	6/4/2026	SDI: PAYMENT	65,085.43	65,085.43
	Voucher:							
3145	6/4/2026	00000004	NATIONWIDE RETIREMENT :	Ben385801	6/4/2026	DEF COMP NATIONWIDE: PAYME	61,282.70	61,282.70
	Voucher:							
3146	6/4/2026	00004996	SEIU-COPE LOCAL 721, LA/C	Ben385803	6/4/2026	SEIU- COPE LOCAL 721 DEDUCT	133.01	133.01
	Voucher:							
3147	6/4/2026	00004988	CHILD SUPPORT ON-LINE, S	Ben385805	6/4/2026	CHILD SUPPORT-ONLINE: PAYMI	340.13	340.13
	Voucher:							

Sub total for BANK OF THE WEST: 1,174,153.93

8 checks in this report.

Grand Total All Checks: 1,174,153.93

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 06/23/2026

TOTAL PART I - PAYROLL- RELATED CHECKS		58,602.78
TOTAL PART II - PREPAID CHECKS 6/03/26		42,667.02
TOTAL PART III -ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		729,046.44
TOTAL PART IV - PREPAID CHECKS 6/10/26		110,590.37
TOTAL PART V -PAYROLL- RELATED WIRE TRANSFERS		1,174,153.93
TOTAL PART VI -ACCOUNTS PAYABLE EFTs		66,541.09
	SUB - TOTAL	2,181,601.63
LESS: VOIDS		
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(442,005.74)
	GRAND TOTAL	1,739,595.89

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number **114812** to Warrant Number **114972** inclusive, plus WireTransfers and EFTs totaling **$1,739,595.89** as listed on the accompanying Accounts Payable Warrant Register of **June 23, 2026** are approved as presented, with the exception of the following voided and replacement warrants:

Voided Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
	TOTAL OF VOIDED CHECKS		$ -	
original ck #	REPLACEMENT CHECKS			
	* TOTAL OF REPLACEMENT CHECKS		$0.00	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

6/18/26
ACCOUNTING AND FINANCE MANAGER

6/18/26
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on June 23, **2026** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.