



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, July 23, 2024 at 6:30 p.m.

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

**VIEW MEETING LIVE ONLINE AT:
[HTTPS://YOUTUBE.COM/@SOUTHGATECA90280](https://youtube.com/@southgateca90280)**

City Officials

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

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

1. VIEW THE MEETING LIVE ONLINE AT: <https://youtube.com/@SouthGateCA90280>

Please allow up to 24 hours after the meeting for the archive to be available.

2. 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.

3. 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 12pm 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: Gil Hurtado, Mayor

INVOCATION: Steve Costley, Director of Parks and Recreation

PLEDGE OF ALLEGIANCE: Jon Hamilton, Director of Human Resources

ROLL CALL: Yodit Glaze, City Clerk

Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$790 monthly regardless of the amount of meetings.

Proclamations, Certificates, Introductions And Ceremonial Actions

Public Hearings

1. Resolution ordering the Levy and Collect Assessments for Fiscal Year 2024/25 for Parking and Business Improvement Area

Following the conclusion of the Public Hearing, the City Council will consider adopting a **Resolution** ordering the levy and collection of assessments for Fiscal Year 2024/25 for the Parking and Business Improvement Area (known as the Tweedy Mile Business District) Business License, as permitted by the Parking and Business Improvement Area

Law of 1989 (California Streets And Highways Code Section 36500 et seq.). (CM)

Documents:

[Item 1 Report 7232024.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 Section 1.04.110.

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 **2, 3, 4, 5, 6, 7, 8, 9, and 10** 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.

2. Resolution declaring a continued emergency and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK without public bidding, pursuant to the Emergency Contracting Procedures of the South Gate Municipal Code and the California Public Contract Code

The City Council will consider making a finding and adopting a **Resolution** declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539- PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code. (PW)

Documents:

[Item 2 Report 7232024.pdf](#)

3. Resolution reclassifying a Housing & Grants Analyst and Administrative Services Coordinator positions in the Community Development Department

The City Council will consider adopting a **Resolution** to: (HR)

1. Approving the reclassification of one, full-time Housing & Grants Analyst position and one, full-time Administrative Services Coordinator position in the Community Development Department to two, full-time Special Projects Coordinator positions; and
2. Directing staff to update the Consolidated Salary Schedule by adding the Special Projects Coordinator Title, Pay Grade, and Pay Range.

Documents:

[Item 3 Report 7232024.pdf](#)

4. Resolution updating the consolidated salary schedule for full-time, part-time and elected Officials

The City Council will consider adopting a **Resolution** approving and adopting an updated consolidated pay schedule for all full-time, part-time, and elected officials within the CalPERS guidelines. (HR)

Documents:

[Item 4 Report 7232024.pdf](#)

5. Amendment 4 to Contract No. 2020-16-CC with KOA Corporation, Amendment 3 to Contract 2020-17-CC with Interwest Consulting Group and Amendment 5 to Contract 2020-15-CC with Willdan Engineering for As-Needed Professional Engineering Services

The City Council will consider: (PW)

- a. Approving **Amendment No. 4 to Contract No. 2020-16-CC** with KOA Corporation for As-Needed Engineering Services to extend the term on a month-to-month basis for up to three months;
- b. Approving **Amendment No. 3 to Contract No. 2020-17-CC** with Interwest Consulting Group, Inc. for As-Needed Engineering Services to extend the term on a month-to-month

basis for up to three months;

c. Approving **Amendment No. 5 to Contract No. 2020-15-CC** with Willdan Engineering for As-Needed Engineering Services to extend the term on a month-to-month basis for up to three months; and

d. Authorizing the Mayor to execute the amendments in forms acceptable to the City Attorney.

Documents:

[Item 5 Report 7232024.pdf](#)

6. Amendment No. 6 to Contract 2021-70-CC with HF&H Consultants, LL., for Solid Waste Management Services

The City Council will consider: (PW)

a. Approving **Amendment No. 6 to Contract No. 2021-70-CC** with HF&H Consultants, LLC., ("Agreement") to extend the contract term through December 31, 2024, as necessary to provide solid waste management services in an amount not-to-exceed \$78,340;

b. Appropriating \$78,340 from the Refuse Fund balance to fund Amendment No. 6 to the Agreement; and

c. Authorizing the Mayor to execute Amendment No. 6 in a form acceptable to the City Attorney.

Documents:

[Item 6 Report 7232024.pdf](#)

7. Extension to Contract 2021-92-CC with General Pump, Company, Inc., for Well Maintenance to extend the contract term one year

The City Council will consider: (PW)

a. Approving extension of **Contract No. 2021-92-CC** with General Pump Company, Inc., ("Agreement") for one additional year to fund urgent and emergency repairs on the municipal groundwater production system, for a not-to-exceed amount of \$100,000; and

b. Authorizing the Assistant City Manager to issue a letter to General Pump Company, Inc., for one-year extension to the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 7 Report 7232024.pdf](#)

8. Amendment No. 1 to Contract 2023-35-CC with Fountainhead Consulting, Corp., for additional Construction Management and Inspection Services for the Tweedy

Boulevard Signal Synchronization Project

The City Council will consider: (PW)

- a. Approving **Amendment No. 1 to Contract No. 2023-35-CC** with Fountainhead Consulting Corporation ("Agreement") to fund additional services that were needed to complete construction of the Tweedy Boulevard Signal Synchronization Project, City Project No. 514-TRF, and to retroactively extend the contract term from March 28, 2024, to December 31, 2024, for an amount not to exceed \$40,000; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

[Item 8 Report 7232024.pdf](#)

9. License Agreement for operation of a Farmer's Market at South Gate Park

The City Council will consider: (PARKS)

- a. Approving the **License Agreement** with Harbor Area Farmer's Market, Inc., ("Operator") for the use of a portions of South Gate Park for the operation of a Certified Farmer's Market;
- b. Authorizing the Mayor to execute the Lease Agreement in a form approved by the City Attorney; and
- c. Authorizing the Director of Parks & Recreation to sign any further documents required to implement the operation of a Farmer's Market.

Documents:

[Item 9 Report 7232024.pdf](#)

10. Minutes

The City Council will consider: (CLERKS)

- a. Approving the Special and Regular Meeting minutes of June 11, 2024; and
- b. Approving the Special and Regular Meeting minutes of June 25, 2024.

Documents:

[Item 10 Report 7232024.pdf](#)

Reports, Recommendations And Requests

11. Warrant register for July 23, 2024

The City Council will consider approving the Warrant Register for July 23, 2024. (ADMIN SVCS)

Total of Checks:	\$ 2,301,612.88
Less: Voids	\$ (2,010.97)
Less: Employee Payroll Deductions	\$ (312,792.09)
Grand Total:	\$ 1,986,809.82

Cancellations: 100148, 101840, 101908, and Various Stale Dated Checks as Listed in the Staff Report.

Documents:

[Item 11 Report 7232024.pdf](#)

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on July 18, 2024, at 9:30 a.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 first. After all speakers in the Chambers have spoken, the Presiding Officer will call upon those participating via zoom or teleconference.

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, virtually, email, phone call, mail and any other method which may become available. 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.

JUL 17 2024

FILED 11:15 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of **July 23, 2024**
Originating Department: **City Manager's Office**

Marketing and CE Manager:


Giselle Hernandez

City Manager:


Rob Houston

SUBJECT: A PUBLIC HEARING TO CONSIDER A PROPOSAL TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2024/25 FOR THE PARKING AND BUSINESS IMPROVEMENT AREA (KNOWN AS THE TWEEDY MILE BUSINESS DISTRICT) BUSINESS LICENSE

PURPOSE: Annually, the City of South Gate is required by the Parking and Business Improvement Area Law of 1989 (California Streets And Highways Code Section 36500 et seq.) to undertake certain proceedings to levy and collect assessments within the Parking and Business Improvement Area ("Area"). On June 25, 2024, the City Council initiated the proceedings and adopted a resolution to declare the City's intention to levy and collect said assessments. The last step in the proceedings is to conduct the Public Hearing and adopt a resolution to levy and collect assessments for Fiscal Year 2024/25 for the Parking and Business Improvement Area Business License.

RECOMMENDED ACTION: Following the conclusion of the Public Hearing, the City Council will consider adopting a resolution ordering the levy and collection of assessments for Fiscal Year 2024/25 for the Parking and Business Improvement Area (known as the Tweedy Mile Business District) Business License, as permitted by the Parking and Business Improvement Area Law of 1989 (California Streets And Highways Code Section 36500 et seq.).

NOTICING PROCEDURE: A Public Hearing Notice was duly published in the Los Angeles Wave, a local newspaper of general circulation, on July 4, 2024. A copy of the notice is attached as Exhibit "C".

FISCAL IMPACT: There is no expected impact to the City's General Fund. Revenue collected by the City is earmarked for use within the Area. The assessment for a single business can range from \$14 to \$400 annually, an amount which has not changed since January 1971. The Parking and Business Improvement Area Business License funding available for Fiscal Year 2024/25 is estimated to be \$17,144.

BACKGROUND: On November 2, 1970, the City Council adopted Ordinance No. 1129 adding Chapter 2.64 (Parking and Business Improvement Area Business License), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code establishing a parking and business improvement area (previously defined as "Area"), pursuant to the Parking and Business Improvement Act Law of 1965, Part 5 of Division 18 of the California Streets and Highway Code Section 36000 through 36081. The

City levies an additional business license tax on businesses located within the designated Area. Section 2.64.040 (Uses and Purpose), states that the funds collected by the City can only be used for the following purposes:

- a. for decoration of any public place in the area;
- b. for promotion of public events which are to take place on or in public places in the area; and
- c. for the general promotion of retail trade activities in the area.

The City's Municipal Code also requires that the Tweedy Mile Advisory Board ("Board") submit an Annual Report to the City Council each year. The Annual Report shall specify the expenses, services, activities, and programs to be funded by the assessment for the upcoming fiscal year, in accordance with the requirements of Sections 36530 and 36533 of the California Streets and Highways Code. Said Code also requires the City Council to approve the Annual Report, and after, it shall adopt a resolution declaring the City's intention to levy an annual assessment for the fiscal year and schedule a Public Hearing to allow public testimony regarding the proposed assessment.

The Board approved the attached Annual Report (Attachment B). In addition to the Annual Report, the City Council adopted a resolution declaring the City's intention to levy and collect assessments for Fiscal Year 2024/25 and scheduled a Public Hearing for July 23, 2024. All affected businesses were notified by mail of the Public Hearing (Attachment D). A FAQ (Frequently Asked Questions) document in English and Spanish was also mailed out.

No tax increase or changes to the assessment methodology are proposed for assessments to be collected in Fiscal Year 2024/25. The assessment amount has not changed since the Area was created. The proposed budget for Fiscal Year 2024/25 is included in the Annual Report (Attachment B).

ANALYSIS: On June 25, 2024, the City Council initiated the proceedings and adopted a Resolution to declare the City's intention to levy and collect said assessments. The last step in the proceedings is to conduct the Public Hearing and adopt a Resolution to levy and collect assessments for Fiscal Year 2024/25 for the Parking and Business Improvement Area Business License.

The July 23, 2024, Public Hearing is the last step, providing a final opportunity to receive public testimony regarding the proposed assessments. At the conclusion of the Public Hearing, the City Council shall tabulate any written or verbal protests on the proposed assessments.

If the assessments of businesses submitting a protest to the proposed Fiscal Year 2024/25 assessments are 50% or greater of the total proposed assessments, assessments shall not be collected in the upcoming year. In absence of a majority receipt of protests, Council may adopt a Resolution approving the levy and collection of assessments in Fiscal Year 2024/25.

The schedule for the assessment proceedings has been/is as follows:

Dates	Action
June 3, 2024	Board reviews and approves the Annual Report.
June 25, 2024	City Council adopts Resolution of Intent to Levy Assessments for Fiscal Year 2024/25.
June 27, 2024	Letter and Resolution of Intent (indicating Public Hearing information and how to submit protests

	verbally or in writing) will be mailed to all affected businesses.
July 23, 2024	City Council conducts Public Hearing to receive public testimony on the proposed assessment levy.

ATTACHMENTS: A. Proposed Resolution
B. Tweedy Mile Advisory Board's Annual Report
C. Notice of Public Hearing
D. Copy of Letter Mailed to all Affected Businesses

RESOLUTION NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF
ASSESSMENTS FOR FISCAL YEAR 2024-2025 FOR THE PARKING AND
BUSINESS IMPROVEMENT AREA (KNOWN AS THE TWEEDY MILE
BUSINESS DISTRICT) BUSINESS LICENSE, AS PERMITTED BY THE
PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989
(CALIFORNIA STREETS AND HIGHWAY CODE SECTION 36500 ET SEQ.)**

WHEREAS, pursuant to the Parking and Business Improvement Act Law of 1965, Part 5 of Division 18 of the California Streets and Highway Code Section 36000 through 36081, on November 2, 1970, the City Council ("City Council") of the City of South Gate ("City") adopted Ordinance No. 1129 adding Chapter 2.64 (Parking and Business Improvement Area Business License), to Title 2 (Licenses – Business Regulations), of the South Gate Municipal Code establishing a Parking and Business Improvement Area ("Area"), specifying the initial or additional rate or levy of the license tax to be imposed on businesses, and specifying the uses to which the revenue shall be expended;

WHEREAS, the Parking and Business Improvement Area Business License levies an additional business license tax on businesses located within the designated Area;

WHEREAS, pursuant to Section 36530 of the California Streets and Highways Code, on September 27, 2011, the City Council adopted Ordinance No. 2286 adding Sections 2.64.100 through 2.64.140 establishing the Tweedy Mile Advisory Board ("TMAB") to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments;

WHEREAS, on September 11, 2018, and September 25, 2018, the City Council made appointments to the TMAB, which held its first meeting on February 4, 2019, and have met from time to time since;

WHEREAS, the TMAB prepares an annual report specifying the expenses, services, activities, and programs to be funded by the assessment, in accordance with the requirements of Sections [36530](#) and [36533](#) of the California Streets and Highways Code, and upon TMAB's approval of the annual report, presents it to the City Council for the conduct of a public hearing on the assessments for the fiscal year referred to in the annual report;

WHEREAS, the Area is known as the Tweedy Mile Business District which boundaries include Tweedy Boulevard between the beginning of the northeasterly line of Long Beach Boulevard and easterly along said prolongation and southerly line to the intersection with the westerly line of Hunt Avenue;

WHEREAS, the City Council and the TMAB have determined that the Area benefits the businesses located and operating within the Area by generating revenue for businesses to improve the physical and financial health, social and cultural center of the City, and thereby enhances the City's community at large;

WHEREAS, the TMAB has conducted outreach to member businesses to formulate the Annual Report for Fiscal Year 2024/25, including the work plan, budget and fee assessment schedule that would be fair, reasonable and in compliance with the California Streets and Highway Code Section 36500 et. seq.;

WHEREAS, at its Regular Meeting of June 3, 2024, the TMAB approved the Annual Report for Fiscal Year 2024/25, specifying the expenses, services, activities, and programs to be funded by the assessments for Fiscal Year 2024/25;

WHEREAS, the continuation of the Area and the related levy of assessments will promote the economic revitalization of the downtown area of the City, create jobs, and attract new businesses; in addition, the Area enhances and promotes the City, culturally and commercially;

WHEREAS, following adoption, mailing, and publication of a Resolution of Intent to Levy and Collect the Assessments, the City Council held a public meeting on July 23, 2024, to allow public testimony regarding the Fiscal Year 2024/25 assessments of businesses within the Area;

WHEREAS, the City Council held a public hearing on July 23, 2024, and heard and considered all protests against the establishment of the assessment; and

WHEREAS, the written protests received from the owners of businesses in the Area totaled less than 50 percent of the assessments.

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

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

SECTION 2. The City Council does hereby declare that the Area has not changed. The territorial boundaries in the Area are identified in the Area Map attached hereto as Exhibit "A" and made a part hereof.

SECTION 3. Pursuant to the Parking and Business Improvement Area Law of 1989 (California Streets and Highway Code Section 36500 et seq.), the City Council does hereby declare its intention to continue the levy and collect assessments within the Area for the purpose of promoting activities which will benefit the businesses located and operating within the Area for Fiscal Year 2024/25.

SECTION 4. The City Council does hereby declare that the type or types of improvements and activities proposed to be funded by the levy of assessments on businesses in the Area are in line with the "Improvements" and "Activities" permitted under Sections 36510 & 36513 of Streets and

Highway Code, specifically: (a) "Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to parking facilities, benches, trash receptacles, street lighting, decorations, parks, and fountains; and (b) "Activities" means, but is not limited to, promotion of public events which benefit businesses in the area and which take place on or in public places within the area, furnishing of music in any public place in the area, promotion of tourism within the area and activities which benefit businesses located and operating in the area. Except where funds are otherwise available, an assessment will be levied annually to pay for all improvements and activities within the Area.

SECTION 5. The TMAB's Annual Report for Fiscal Year 2024/25 is on file in the City Clerk's Office and contains a description of the improvements and activities to be provided, the boundaries of the Area, and the proposed assessments to be levied upon the businesses within the Area for the Fiscal Year 2024/25.

SECTION 6. The City Council conducted a public hearing on July 23, 2024, at 6:30 p.m., at the City Hall Council Chambers to consider said assessments to be levied. During the public hearing, the City Council allowed public testimony regarding the proposed assessments of businesses within the Area for the proposed work plan for Fiscal Year 2024/25.

SECTION 7. At this public hearing, the City Council heard and considered all protests against the establishment of the assessment or the furnishing of specified types of improvements or activities within the Area. The protests against the assessments were made orally or in writing by any interested person. All written protests were filed with the City Clerk.

A written protest may be withdrawn from the record at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceeding shall be in writing and clearly state the irregularity or defect to which objection is made.

[Remainder of page left blank intentionally.]

SECTION 8. The City Council does hereby order the levy and collection of the assessment for Fiscal Year 2024/25 The method and basis of levying the annual assessment for each business in the Area for the Fiscal Year 2024/25 is set forth in Exhibit "B" attached hereto and made a part hereof.

SECTION 9. 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 **July 2024**.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

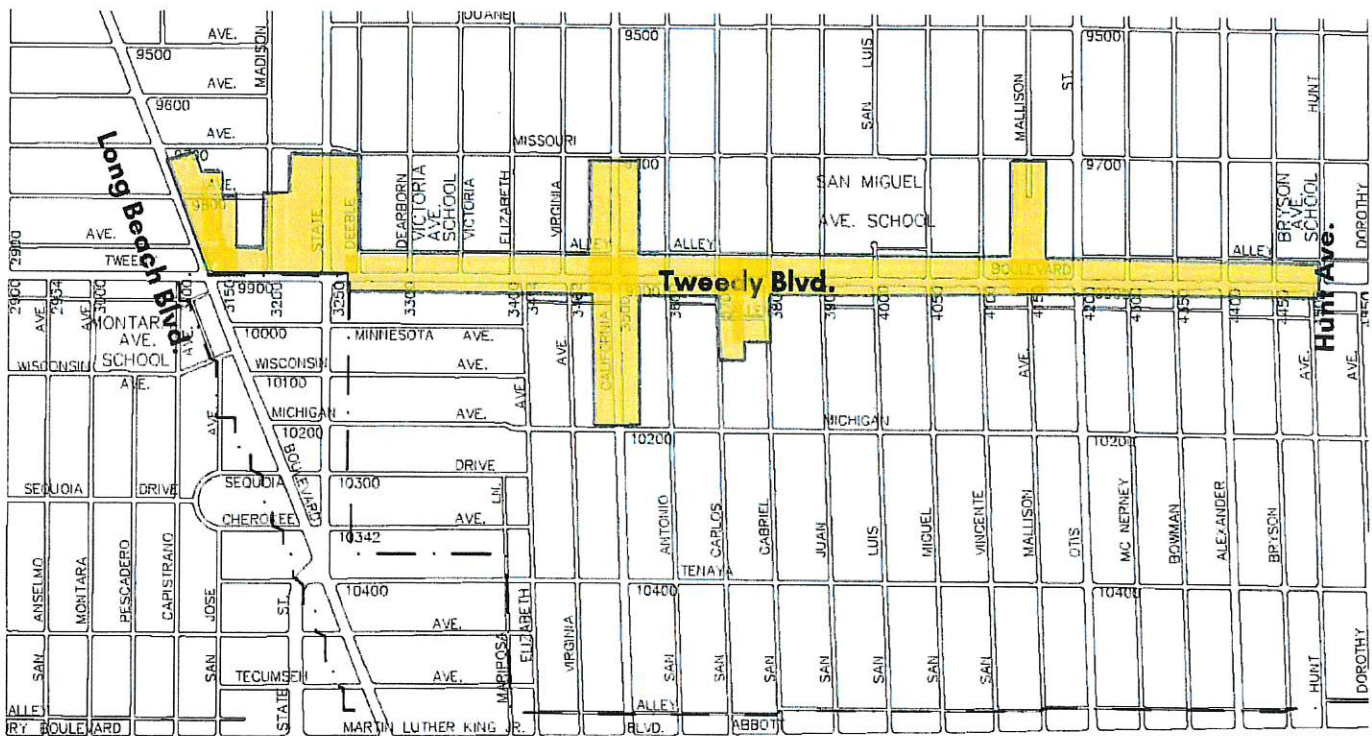
APPROVED AS TO FORM:

By: *Raúl F. Salinas sg*
Raúl F. Salinas, City Attorney



PARKING AND BUSINESS IMPROVEMENT AREA MAP

Below is a map delineating the boundaries of the Parking and Business Improvement Area and the list of addresses located within the Area.



Addresses located in the Business Improvement Area:

California Ave.	9700 - 10100
Long Beach Blvd.	9700 - 9900
Otis St.	9700 - 10100
San Gabriel Ave.	9900 - 10100
San Juan Ave.	9900 - 10100
State St.	9700 - 9900
Twewdy Blvd.	3150 - 4499

CITY OF SOUTH GATE
PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE FEES
FISCAL YEAR 2023/24

Street Name	Address Range
Tweedy Blvd.	3150 - 4499
California Ave.	9700 - 10100
Long Beach Blvd.	9700 - 9900
Otis St.	9700 - 10100
San Gabriel Ave.	9900 - 10100
San Juan Ave.	9900 - 10100
State St.	9700 - 9900

Businesses located in the Parking and Business Improvement Area are subject to the provisions of Chapter 2.64 of the South Gate Municipal Code, "Parking and Business Improvement Area" which established a Business Improvement Area Fee based on the businesses' annual gross receipts.

The Business Improvement Area Fees are collected by the City and are deposited into the "Parking and Business Improvement Account" and can be used for the following purposes only:

1. Decoration of any public place in the area.
2. Promotion of public events which are to take place on or in public places in the area.
3. The general promotion of retail trade activities in the area.

The Business Improvement Area Fee is an additional fee to the regular City license tax shown on the enclosed renewal. The business owner shall calculate the Business Improvement Area Fee according to the schedule below and add it to total tax calculated on the Business License Renewal Form.

Schedule of Business Improvement Area Fees

Annual Gross Receipts Total:

If less than \$10,000
 If \$10,000 or more, but less than \$25,000
 If \$25,000 or more, but less than \$50,000
 If \$50,000 or more, but less than \$75,000
 If \$75,000 or more, but less than \$100,000
 If \$100,000 or more, but less than \$200,000
 If \$200,000 or more, but less than \$300,000
 If \$300,000 or more, but less than \$400,000
 If \$400,000 or more, but less than \$500,000
 If \$500,000 or more, but less than \$600,000
 If \$600,000 or more, but less than \$700,000
 If \$700,000 or more, but less than \$800,000
 If \$800,000 or more, but less than \$900,000
 If \$900,000 or more, but less than \$1,000,000
 If \$1,000,000 or more, but less than \$1,100,000
 If \$1,100,000 or more, but less than \$1,200,000
 If \$1,200,000 or more, but less than \$1,300,000
 If \$1,300,000 or more, but less than \$1,400,000
 If \$1,400,000 or more, but less than \$1,500,000
 If such gross receipts exceed the sum of \$1,500,000, the Fee shall be the sum of \$236.00 as specified above, plus the sum of 25 cents for each \$1,000 or major fraction thereof in excess of said \$1,500,000.

The Fee Shall Be:

\$15
 \$20
 \$25
 \$36
 \$48
 \$60
 \$72
 \$84
 \$96
 \$110
 \$124
 \$138
 \$152
 \$166
 \$180
 \$194
 \$208
 \$222
 \$236

Total Not to Exceed \$400

**PARKING AND BUSINESS IMPROVEMENT AREA
ANNUAL REPORT FOR FISCAL YEAR 2024/25**

This annual report includes the proposed assessment levy and program budget for the fiscal year 2024/25.

Tweedy Mile Advisory Board

Per the Parking and Business Improvement Area Law of 1989 and the South Gate Municipal Code, Chapter 2.64, the City Council shall appoint a Tweedy Mile Advisory Board in order to make recommendations to the City Council on the expenditure of revenues derived from the levy assessments on proposed improvements and activities and on the method and basis of levying assessments.

Purpose of Annual Report

The Tweedy Mile Advisory Board shall prepare an annual report for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements and activities described in the report. The report may propose changes, including but not limited to, the boundaries of the parking and business improvement area and the basis and method of levying the assessments.

Boundaries and Assessments

There are no proposed changes to the Parking and Business Improvement Area ("Area") boundaries or the assessment methodology. The Area boundary map and assessment methodology are included as Exhibits A and B.

Method and Basis of Levying the Assessment

All businesses within the Area are subject to the assessment. The levy of the business license tax imposed upon the businesses within said Area, is hereby fixed, levied, determined, and established per the City's assessment methodology included with this report as Exhibit B.

Payment of Tax

The additional rate or levy of the license tax levied is due and payable at the same time and in the same manner that the business license tax is imposed by the South Gate Municipal Code Chapter 2.08 (Business License Tax).

Budget

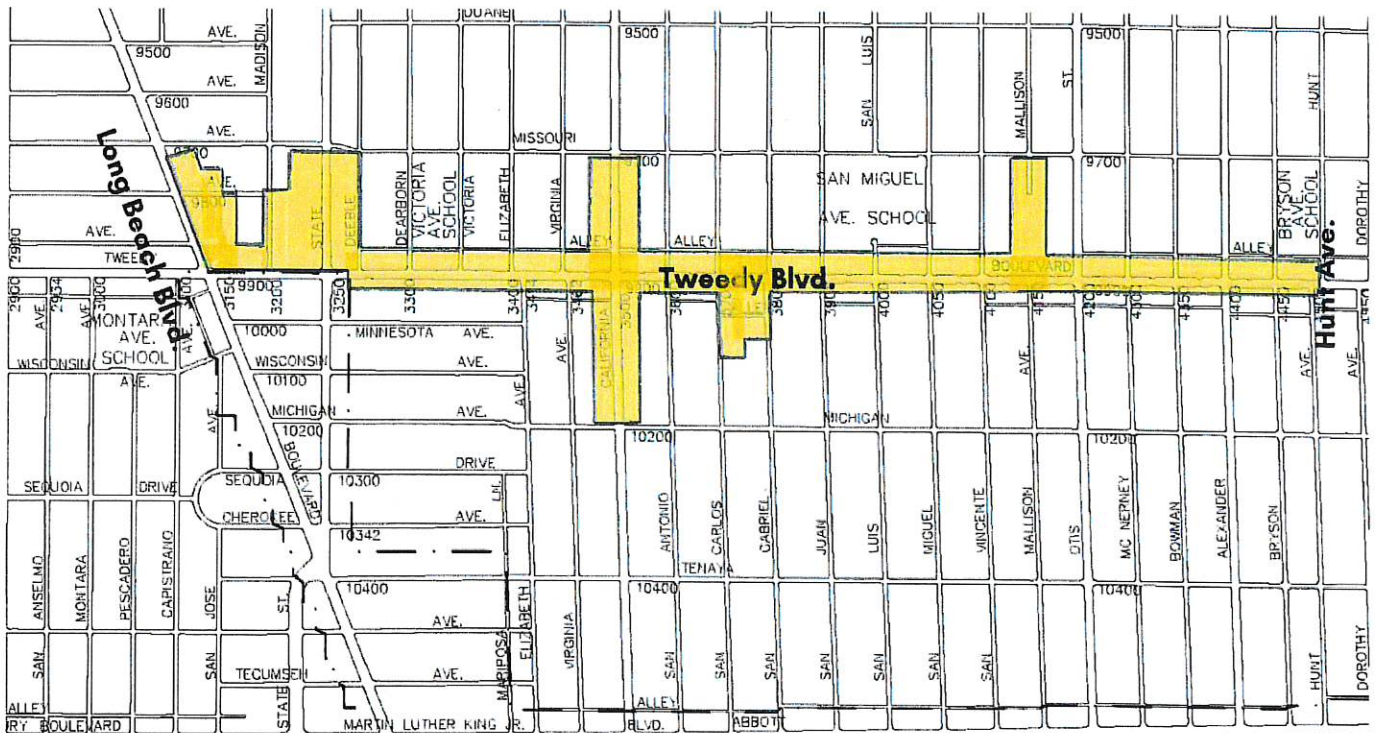
A line-item budget for FY 2024/25 is included with this report as Exhibit C. The Board has allocated \$10,000 for the annual installation, removal, and storage of the Christmas decorations on Tweedy Blvd. A portion of the \$7,144.75 will likely be used to maintain the Tweedy Mile BID website that was created last year during the marketing services scope of work. Staff will also explore adding bows to the Christmas garlands per the Boards request. The Board will approve specific funding requests next fiscal year during their monthly scheduled meetings.

Exhibit A– Parking and Business Improvement Area Map

Exhibit B – Parking and Business Improvement Area Business License Fees

Exhibit C– Parking and Business Improvement Area Budget for FY 2024/25

Below is a map delineating the boundaries of the Parking and Business Improvement Area and the list of addresses located within the Area.



California Ave.	9700 - 10100
Long Beach Blvd.	9700 - 9900
Otis St.	9700 - 10100
San Gabriel Ave.	9900 -10100
San Juan Ave.	9900 - 10100
State St.	9700 - 9900
Tweedy Blvd.	3150 - 4499

CITY OF SOUTH GATE
PARKING AND BUSINESS IMPROVEMENT AREA BUSINESS LICENSE FEES
FISCAL YEAR 2023/24

Street Name	Address Range
Tweedy Blvd.	3150 - 4499
California Ave.	9700 - 10100
Long Beach Blvd.	9700 - 9900
Otis St.	9700 - 10100
San Gabriel Ave.	9900 - 10100
San Juan Ave.	9900 - 10100
State St.	9700 - 9900

Businesses located in the Parking and Business Improvement Area are subject to the provisions of Chapter 2.64 of the South Gate Municipal Code, "Parking and Business Improvement Area" which established a Business Improvement Area Fee based on the businesses' annual gross receipts.

The Business Improvement Area Fees are collected by the City and are deposited into the "Parking and Business Improvement Account" and can be used for the following purposes only:

1. Decoration of any public place in the area.
2. Promotion of public events which are to take place on or in public places in the area.
3. The general promotion of retail trade activities in the area.

The Business Improvement Area Fee is an additional fee to the regular City license tax shown on the enclosed renewal. The business owner shall calculate the Business Improvement Area Fee according to the schedule below and add it to total tax calculated on the Business License Renewal Form.

Schedule of Business Improvement Area Fees

Annual Gross Receipts Total:

If less than \$10,000
 If \$10,000 or more, but less than \$25,000
 If \$25,000 or more, but less than \$50,000
 If \$50,000 or more, but less than \$75,000
 If \$75,000 or more, but less than \$100,000
 If \$100,000 or more, but less than \$200,000
 If \$200,000 or more, but less than \$300,000
 If \$300,000 or more, but less than \$400,000
 If \$400,000 or more, but less than \$500,000
 If \$500,000 or more, but less than \$600,000
 If \$600,000 or more, but less than \$700,000
 If \$700,000 or more, but less than \$800,000
 If \$800,000 or more, but less than \$900,000
 If \$900,000 or more, but less than \$1,000,000
 If \$1,000,000 or more, but less than \$1,100,000
 If \$1,100,000 or more, but less than \$1,200,000
 If \$1,200,000 or more, but less than \$1,300,000
 If \$1,300,000 or more, but less than \$1,400,000
 If \$1,400,000 or more, but less than \$1,500,000
 If such gross receipts exceed the sum of \$1,500,000, the Fee shall be the sum of \$236.00 as specified above, plus the sum of 25 cents for each \$1,000 or major fraction thereof in excess of said \$1,500,000.

The Fee Shall Be:

\$15
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 \$36
 \$48
 \$60
 \$72
 \$84
 \$96
 \$110
 \$124
 \$138
 \$152
 \$166
 \$180
 \$194
 \$208
 \$222
 \$236

Total Not to Exceed \$400

**Parking and Business Improvement Area Budget
FY 2024/25**

Exhibit C

BID Fund Balance Summary - July 1, 2024	(\$4,855.25)
FY 2023/24 Estimated Assessment Revenue	\$22,000.00
Total Estimated BID Funds Available for Use in FY 2024/25	\$17,144.75
Proposed Budget Items	Amounts
Decoration of Any Public Place in the Area	\$10,000.00
Promotion of Public Events which are to take place in the Area	\$0.00
General Promotion of Retail Trade Activities in the Area	\$7,144.75
Estimated Ending BID Fund Balance - June 30, 2025	\$0.00

SOUTH GATE PRESS

1007 N. SEPULVEDA BLVD. SUITE 1357, MANHATTAN, CA 90266
Telephone (323) 556-5720 / Fax (213) 834-0584

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

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:

Levy and Assessment -Tweedy Mile Business District

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

07/04/2024

Executed on: 07/05/2024
At Los Angeles, California

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



Signature



* A 0 0 0 0 0 6 8 1 0 4 7 1 *

Email

This space for filing stamp only

Office of the
South Gate City Clerk

JUL 08 2024

FILED

WWA#: 3828244

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of continuing the levy and assessment of business owners within the Parking and Business Improvement Area, also known as the Tweedy Mile Business District, for the Fiscal Year 2024/25. In response to this report and recommendation, as permitted under the California Streets and Highways Code, the City Council adopted a Resolution on June 25, 2024, declaring the City's intentions to levy and collect the assessments, known as a business license fee, for the Fiscal Year 2024/25, as recommended by the Tweedy Mile Advisory Board.

NOTICE IS HEREBY GIVEN that the City Council shall conduct a public hearing in connection with the proposed assessment:

DATE: TUESDAY, JULY 23, 2024

TIME: 6:30 P.M.

LOCATION: In-Person at City Hall-8650

California Ave. South Gate CA 90280

The Public Hearing has been scheduled for the City Council to hear oral and written testimony from interested parties. At the end of the Public Hearing, the City Council shall determine whether sufficient protests equaling 50 percent or more of the assessments proposed have been received. If sufficient protests are received, the assessments shall not be approved.

Each written protest shall contain the business address and name of person. Written protests against the proposed assessment shall be mailed or delivered to the City Clerk's Office, 8650 California Avenue, South Gate, California, 90280 or at yglaze@sogate.org, no later than 5:00 p.m., on July 23, 2024.

Should you have any questions, please contact Giselle Hernandez, Marketing and Community Engagement Manager by phone at (323) 563-9502 or by email at gmhernandez@sogate.org.

ESPAÑOL

Para información en Español acerca de esta junta, por favor de comunicarse al (323) 563-9502.

THIS NOTICE IS GIVEN by the order of the City Clerk of said City and is dated this July 4, 2024.

/s/Yodit Glaze, City Clerk

7/4/24

WWA-3828244#
SOUTH GATE PRESS

JUN 26 2024

FILED

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

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TIME: 6:30 P.M.
LOCATION: In-Person at City Hall-8650 California Ave. South Gate CA 90280

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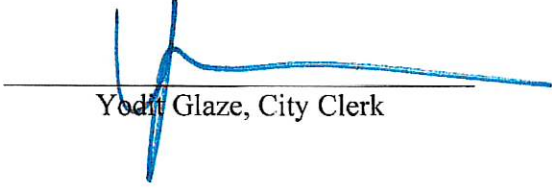
Each written protest shall contain the business address and name of person. Written protests against the proposed assessment shall be mailed or delivered to the City Clerk's Office, 8650 California Avenue, South Gate, California, 90280 or at yglaze@sogate.org, **no later than 5:00 p.m., on July 23, 2024.**

Should you have any questions, please contact Giselle Hernandez, Marketing and Community Engagement Manager by phone at (323) 563-9502 or by email at gmhernandez@sogate.org.

ESPAÑOL

Para información en Español acerca de esta junta, por favor de comunicarse al (323) 563-9502.

THIS NOTICE IS GIVEN by the order of the City Clerk of said City and is dated this July 4, 2024.



Yodhi Glaze, City Clerk

Publication date: July 4, 2024


Office of the City Manager

8650 California Avenue, South Gate, CA 90280

P: (323) 563-9501 F: (323) 569-2678

www.cityofsouthgate.org

June 26, 2024

RE: City's Intention to Levy and Collect Assessments for Fiscal Year 2024-2025 for the Tweedy Business Improvement Area, also known as the Tweedy Mile

Dear Business Owner:

Notice is hereby given that the City of South Gate will conduct a public hearing for the purpose of continuing the levy of business owners, known as a business license fee, within the Parking and Business Improvement Area, also known as the Tweedy Mile, for the Fiscal Year 2024/25. In response to this recommendation, as permitted under the California Streets and Highways Code Section 36500, the City Council adopted a Resolution on June 25, 2024, declaring the City's intentions to levy and collect the assessments/business license fee.

Enclosed with this letter is a copy of the proposed Annual Report.

NOTICE IS HEREBY GIVEN that the City Council shall conduct a public hearing in connection with the proposed Annual Report:

DATE: Tuesday, July 23, 2024

TIME: 6:30 P.M.

LOCATION: City Hall Council Chambers
8650 California Ave, South Gate, CA 90280

The Public Hearing has been scheduled for the City Council to hear oral and written testimony from the business owners on Tweedy Mile. Each written protest shall contain the business address and name of business owner. Written protests against the proposed assessment shall be mailed or delivered to the City Clerk's Office, 8650 California Avenue, South Gate, California, 90280 or emailed to yglaze@sogate.org, **no later than 5:00 p.m., on July 23, 2024.**

Should you have any questions, please contact Giselle Hernandez, Marketing and Community Engagement Manager by phone at (323) 563-9502 or by email at gmhernandez@sogate.org.

Sincerely,

Giselle M. Hernandez,
Marketing and Community Engagement Manager

Enclosure: Proposed Annual Report



Office of the City Manager

8650 California Avenue, South Gate, CA 90280

P: (323) 563-9501 F: (323) 569-2678

www.cityofsouthgate.org

26 de junio 2024

RE: Intención de la Ciudad de continuar evaluaciones para el año fiscal 2024-2025 para el área de mejora comercial Tweedy, también conocida como Tweedy Mile

Estimado/a dueño/a de Negocio:

Por la presente se notifica que la Ciudad de South Gate llevará a cabo una audiencia pública con el propósito de continuar la tarifa de licencia comercial a los dueños de negocios dentro del Área de Mejoramiento Comercial, también conocida como Tweedy Mile, para el Año fiscal 2024/25. En respuesta a esta recomendación, según lo permitido por la Sección 36500 del Código de Calles y Carreteras de California, el Concejo Municipal adoptó una Resolución el 25 de junio de 2024, declarando las intenciones de la Ciudad de continuar las tarifas de licencia comercial, para el Año fiscal 2024/25, según lo recomendado por la Junta Asesora de Tweedy Mile.

Adjunto a esta carta se encuentra una copia del Informe Anual propuesto.

POR LA PRESENTE SE DA AVISO de que el Concejo Municipal llevará a cabo una audiencia pública en relación con el informe anual propuesto:

FECHA: Martes 23 de julio de 2024

HORA: 6:30 P.M.

UBICACIÓN: Cámaras del Concejo Municipal
8650 California Ave, South Gate, CA 90280

La Audiencia Pública ha sido programada para que el Concejo Municipal escuche el testimonio oral y escrito de los dueños de negocio. Cada protesta escrita deberá contener la dirección comercial y el nombre del dueño de negocio. Las protestas por escrito contra la evaluación propuesta se enviarán por correo o se entregarán a la oficina de la secretaria municipal, 8650 California Avenue, South Gate, California, 90280 o yglaze@sogate.org, a más tardar a las 5:00 p.m., el 23 de julio de 2024.

Si tiene alguna pregunta, comuníquese con Giselle Hernandez, Gerente de participación cívica por teléfono al (323) 563-9502 o por correo electrónico a gmhernandez@sogate.org.

Atentamente,

A handwritten signature in black ink, appearing to read 'Giselle'.

Giselle M. Hernandez

Adjunto: Informe anual propuesto

FREQUENTLY ASKED QUESTIONS

WHAT IS A BID?

BID is an acronym for "Business Improvement District" and it is an additional tax fee on property within a defined geographic boundary in which the revenues raised from this additional tax fee are spent only within the same area.

WHEN IS THE ADDITIONAL TAX FEE DUE?

The additional tax fee is due and payable at the same time as the business license renewal.

IS THIS A NEW TAX?

No, the City Council adopted the BID on November 2, 1970. This additional tax fee has been renewed every year since and the fee amounts have remained the same.

WHO MANAGES THE BID?

The BID is managed by the Tweedy Mile Advisory Board. The Board is appointed by the City Council and serves in an advisory capacity by submitting request for their approval on expenditures of revenues collected from the levy of the additional tax fees.

HOW ARE THE ADDITIONAL TAX FEES CALCULATED?

The additional tax fees are determined by the annual gross receipts and range between \$15-\$400. See enclosed fee schedule.

HOW ARE THE ADDITIONAL TAX FEES COLLECTED USED?

The additional tax fees collected can be used for the following purposes only:

- 1.) Decoration of any public place in the area.
- 2.) Promotion of public events which are to take place in public places in the area.
- 3.) The general promotion of retail trade activities in the area.

WHEN DOES THE BOARD MEET?

The Tweedy Mile Advisory Board meets monthly on the first Monday of the month at 6:00 p.m. The meetings are open to the public and the agendas are posted on the city's website at www.cityofsouthgate.org

HOW DO I PROTEST?

A Public Hearing has been scheduled for the City Council to hear oral and written comments. At the end of the Public Hearing, the City Council shall determine whether sufficient protests equaling 50 percent or more of the additional tax fees proposed have been received. If sufficient protests are received, the additional tax fees shall not be approved.

Each written protest shall contain the person's name and business address. Written protests against the proposed additional tax fees shall be mailed or delivered to the City Clerk's Office, 8650 California Avenue, South Gate, California, 90280 or emailed to yglaze@sogate.org

no later than 5:00 p.m., on July 23, 2024. A business owner can also attend the public hearing and simply state verbally that they protest the levy of the additional tax fees.

PREGUNTAS FRECUENTES

¿QUÉ ES UN BID?

Un BID es un acrónimo que significa "Distrito de Mejoramiento Comercial" y es una tarifa de impuesto adicional sobre la propiedad dentro de un límite geográfico definido y en el que los ingresos recaudados de esta tarifa de impuesto adicional se gastan únicamente dentro de la misma área.

¿CUÁNDO SE VENCE LA TARIFA DE IMPUESTO ADICIONAL?

La tarifa de impuesto adicional se vence y se puede pagar al mismo tiempo que la renovación de la licencia comercial.

¿ES ESTE UN NUEVO IMPUESTO?

No, el Concejo Municipal aprobó el Distrito de Mejoramiento Comercial (BID) el 2 de noviembre de 1970. Desde entonces, esta tarifa de impuesto adicional se ha renovado cada año y las tarifas se han mantenido igual.

¿QUIÉN ADMINISTRA EL BID?

El Distrito de Mejoramiento Comercial (BID) es administrado por la Mesa Asesora de Tweedy Mile. La Mesa Asesora es nombrada por el Concejo Municipal y sirve en calidad de asesor presentando una solicitud para su aprobación sobre los gastos de los ingresos recaudados de las tarifas de impuesto adicional.

¿CÓMO SE CALCULAN LAS TARIFAS DE IMPUESTO ADICIONAL?

Las tarifas de impuesto adicional se determinan por los ingresos brutos anuales y varían entre \$15 y \$400. Vea la lista de tarifas adjunta.

¿CÓMO SE UTILIZAN LAS TARIFAS DE IMPUESTO ADICIONAL RECAUDADAS?

Las tarifas de impuesto adicional recaudadas se pueden utilizar únicamente para los siguientes propósitos:

- 1.) Decoración de cualquier lugar público en el área.
- 2.) Promoción de eventos públicos que se llevarán a cabo en lugares públicos del área.
- 3.) La promoción general de las actividades comerciales en el área.

¿CUÁNDO SE REÚNE LA MESA ASESORA?

La Mesa Asesora de Tweedy Mile se reúne mensualmente el primer lunes del mes a las 6:00 p.m. Las reuniones están abiertas al público y las agendas se publican en el sitio web de la ciudad en www.cityofsouthgate.org

¿CÓMO PROTESTO?

Se ha programado una Audiencia Pública para que el Concejo Municipal escuche los comentarios orales y escritos. Al final de la Audiencia Pública, el Concejo Municipal determinará si se han recibido suficientes protestas equivalentes al 50 por ciento o más de las tarifas de impuesto adicional propuestas. Si se reciben suficientes protestas, las tarifas de impuesto adicional no se aprobarán.

Cada protesta por escrito deberá contener el nombre de la persona y la dirección comercial. Las protestas por escrito en contra de las tarifas de impuesto adicional propuestas deberán enviarse por correo o entregadas en persona a la oficina de la Secretaria Municipal, 8650 California Avenue, South Gate, California, 90280 o por correo electrónico a yglaze@sogate.org a más tardar las 5:00 p.m. del 23 de julio de 2024. El dueño de un negocio también puede asistir a la audiencia pública y simplemente declarar verbalmente que protesta por las tarifas de impuesto adicional.

JUL 17 2024

FILED 2:15 PM

City of South Gate
CITY COUNCIL

AGENDA BILL

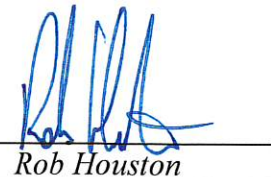
For the Regular Meeting of: July 23, 2024

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Rob Houston

SUBJECT: RESOLUTION DECLARING A CONTINUED EMERGENCY AND AUTHORIZING REPAIR, REPLACEMENT OR MAINTENANCE ACTIVITIES OF PUBLIC FACILITIES RELATED TO THE URBAN ORCHARD, CITY PROJECT NO. 539-PRK WITHOUT PUBLIC BIDDING, PURSUANT TO THE EMERGENCY CONTRACTING PROCEDURES OF THE SOUTH GATE MUNICIPAL CODE AND THE CALIFORNIA PUBLIC CONTRACT CODE

PURPOSE: To declare an emergency still exists and to authorize the repair, replacement or maintenance activities of public facilities related to the Urban Orchard Project without public bidding. The Los Angeles County Department of Public Health, Solid Waste Division ("County") issued a Corrective Action Order requiring construction to stop on the project. The declaration of emergency is necessary to streamline the process to procure a replacement contractor to provide maintenance activities to preserve the site in a safe condition until the County authorizes construction work on the project to resume.

RECOMMENDED ACTIONS: The City Council will consider making a finding and adopting a Resolution declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code.

FISCAL IMPACT: There is no impact to the General Fund. The Urban Orchard Project ("Project") has received a total of \$30.5 million in grant and other funds for design, construction, operations, and maintenance, as summarized below.

ANALYSIS: The Project was under construction and approximately 90% of construction work has been completed. On December 29, 2022, the City received a Corrective Action Order ("Order") from the County. The Order required the City to stop all construction activities until such a time as a Post Closure Land Use Plan ("PCLUP") for the Project site was approved by the County. Given the PCLUP approval process and input received to date, it will take at least several months, possibly six or more, to obtain approval.

To avoid the significant delay damages that would be payable by the City to the general contractor during a prolonged suspension of the project pending approval of the PCLUP, the City

Council terminated the general contractor's agreement at a Special City Council meeting on February 6, 2023. Such termination provided both immediate and long-term cost savings to the City but also created an immediate need for the City to retain an interim contractor to perform certain ongoing maintenance and safety activities; a need which must be met sooner than the time necessary to engage in normal public bidding procedures.

The proposed Resolution declares a continued emergency exists pursuant to the authority granted by South Gate Municipal Code § 1.54.470 and California Public Contract Code § 22050. Those Code Sections allow cities, by resolution, to approve the City's entry into contracts without engaging in public bidding where certain emergency conditions are found to have occurred. Staff continues to believe that the County's Order directing all construction work to be ceased on the Project, constitutes such an emergency due to the public's safety with an unfinished construction site and the need to respond accordingly to additional directives given by the County related to ensuring public safety. Staff are recommending that the City Council adopt the proposed Resolution so that the City can avail itself of the accelerated contracting procedures authorized by those Code Sections. The Resolution, (1) declares an emergency, (2) authorizes the City Manager to take such actions deemed necessary to cause the maintenance activities to be performed and to procure the necessary equipment, services, and supplies all without giving notice for bids for contracts, (3) requires that at each regularly scheduled City Council Meeting, the City Manager present to the Council the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids, why that action is necessary to respond to the emergency, and that the City Council review the emergency action to determine, by a four-fifth's vote, that there is a need to continue the emergency action until the emergency action is terminated.

The City is working diligently to secure the PCLUP approval. Since the original Resolution declaring an emergency was approved by the City Council on February 6, 2023, the following contracts, expenditures, and milestones have been undertaken:

1. NR Development Inc., was informed that Contract No. 2021-66-CC was terminated by the City Council effective February 13, 2023, except for maintenance activities. As of February 16, 2023, NR Development Inc., is no longer providing any project services or maintenance activities, with the exception of those required in the settlement agreement.
2. Approved a funding increase for TPL in the amount of \$50,000. On January 24, 2023, the City Council approved a \$250,000 budget for Amendment No. 6 to Contract No. 3352 with TPL; however, Amendment No. 6 had a budget requirement of \$300,000. A budget increase of \$50,000 was administratively approved to align the amount of the budget authority with the \$300,000 budget requirement for Amendment No. 6, which provides funding for the technical services required to comply with requirements from the LEA.
3. The LEA has approved the Summary of Investigations Report, Workplan of Interim Control Measures ("WICM"), Supplemental WICM and Phase II Workplan. The WICM safety measures were completed May of 2023.

4. The City coordinated with the Trust for Public Land (“TPL”) to procure a replacement contractor: LA Engineering to complete the construction of maintenance activities in the WICM approved by the LEA for the Urban Orchard Project. A construction contract in the amount of \$2,919,248 was executed administratively under the authority granted by the subject resolution (Contract No. 2023-93-CC). Work was completed as of April 2024, including the following: backfill of overflow structure at the south wetland, north wetland slope stabilization, backfill of the reservoir, installation of three vaults adjacent to the Bandini Channel, construction of the easement road, electrical on site lighting.
5. Methane gas monitoring was completed in December 2023 and low traces of methane were detected at one probe; however, the amount is below regulatory requirements.
6. The LEA approved the Report of Finding of the Phase II Work Plan, with contingencies. The Post Closure Land Use Plan (PCLUP) has been prepared and submitted to the County.
7. A contract was awarded to Executive Management Security Inc., in the amount of \$214,995 to continue the security services on the Urban Orchard Project until June 30, 2024. A contract amendment is being drafted.
8. NR Development, Inc. completed importing 9,300 cubic yards of clean soil and storing it on the UWS property.
9. A contract with W.A. Rasic in the amount of \$141,985 for soil maintenance and management is in the process of being administratively approved, which was needed to oversee the import of 9,300 cubic yards of soil.
10. Amendment No. 7 to Contract No. 3352 with the Trust for Public Land was approved administratively in the amount of \$522,072. The scope of service includes, (a) Program Management, (b) design services to revise the design plans to rebid construction, (c) construction support, (d) additional methane monitoring required by Los Angeles County Department of Public Health Solid Waste Division, (e) preparing the Post Closure Land Use Plan required by Los Angeles County Department of Public Health Solid Waste Division, and (f) extending the contract term to December 31, 2024.

BACKGROUND: The Project is a part of the FY 2022/23 Capital Improvement Program. The Project is located between the Los Angeles River, Firestone Boulevard, the Thunderbird Villa Mobile Home Park, and the I-710 Freeway. The two primary purposes of the Project are to divert and treat storm water run-off from the Los Angeles River and to install a new park to provide riverfront recreational opportunities.

The Project is being constructed on a property that was used as an unpermitted landfill until 1949 by an entity known as Southeastern Disposal and By-Products. The property site is identified in CalRecycle’s Solid Waste Information System (“SWIS”) as an Unpermitted Closed Solid Waste Disposal Site and SWIS No. 19-AA-5545. In 1984, the State of California Department of Health Services, Toxic Substances Control Division concluded that the clean-up work completed effectively mitigated waste constituents to proceed with the Lewis Homes residential development project. The requirements of the PCLUP came into effect in 1988. As such, the

project site is subject to State solid waste regulations that require the PCLUP before any change to the current land use, construction, or land preparation can occur.

The Los Angeles County Department of Public Health, Solid Waste Management Program, acts as the LEA for the State of California's Department of Resources Recycling and Recovery ("CalRecycle"). The County is authorized by Division 30 of the Public Resources Code ("PRC"), Section 43209 and 45000, Title 14 and 27 of the California Code of Regulations (14 CCR & 27 CCR), to enforce applicable solid waste regulations and to ensure solid waste sites meet the state minimum standards within the County of Los Angeles. As such, the City is working with the LEA to obtain approval of the PCLUP.

Construction is currently at the 90% completion stage. Improvements that have been substantially completed include, but are not limited to, rough grading, drop inlet for storm water diversion structures in the Bandini Channel, a wetland overlook area, the stream adjacent to the education/flexible space building and wetland, south bio swale, construction of 18 raised planters, planting of 75 trees, installation of the prefabricated education center and the restroom/maintenance building, two shade structures, a water element at the playground, installation of multi-use walking and bicycle pathways, exercise equipment located at various stages along the walking and bicycle paths, benches, picnic tables, drinking fountains, trash cans, and pathway lighting. Construction of the project will resume after the County approves the CPLUP.

The Project has received the listed grants.

Grants	Amount	Grant Recipient
State Water Resource Control Board (Prop 1)	\$7,975,100	City
Land and Water Conservation Fund (LWCF)	\$3,000,000	
Los Angeles County Flood Control District	\$530,000	
Safe Clean Water- Municipal Funds	\$1,435,401	
Safe Clean Water- Regional Funds	\$5,438,000	
State Parks- Prop. 68 Grant	\$1,919,847	
Conservation Corp of Long Beach	\$713,015	
Caltrans	\$5,000,000	
Rivers and Mountains Conservancy Funds	\$4,404,798	TPL
Private Donations	\$90,000	
Total	\$30,506,161	

ATTACHMENT: Proposed Resolution

GD:lc

RESOLUTION NO. ____

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, STATE OF CALIFORNIA, DECLARING AN EMERGENCY STILL EXISTS AND AUTHORIZING REPAIR, REPLACEMENT OR MAINTENANCE ACTIVITIES OF PUBLIC FACILITIES RELATED TO THE URBAN ORCHARD PROJECT WITHOUT PUBLIC BIDDING, PURSUANT TO THE EMERGENCY CONTRACTING PROCEDURES OF THE SOUTH GATE MUNICIPAL CODE AND THE CALIFORNIA PUBLIC CONTRACT CODE

WHEREAS, at the Special City Council meeting on February 6, 2023, the City Council for the City of South Gate (“City”) considered and passed a Resolution declaring an emergency and authorized the repair, replacement or maintenance activities of public facilities related to the Urban Orchard Project (“Project”) pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code;

WHEREAS, construction activities at the Project site began on August 2, 2021, and have reached the eighty percent completion stage, but the Project will require several more months of work before it is complete;

WHEREAS, the City has received notice from the Los Angeles County Department of Public Health, Solid Waste Management Program (“County”), demanding that the City immediately cease all construction work on the Project until such time that a Post Closure Land Use Plan (“PCLUP”) is submitted to the County for approval before any change to the current land use, construction, or land preparation can occur to comply with the requirements of the California Code of Regulations, Title 27 (27 CCR), Section 21190 (the “Cease and Desist and Corrective Action Order”);

WHEREAS, the City has terminated its construction agreement with the contractor;

WHEREAS, although no construction activities will occur at the Project site until the County issues its PCLUP, it will be necessary in the interim for certain minimal maintenance activities to be performed at the site for the protection of the existing improvements and/or for public safety (collectively, the “Maintenance Activities”) as well as complete the improvements approved by the County under the Workplan for interim measures;

WHEREAS, at a special meeting of the South Gate City Council (“Council”) held on Monday, February 6, 2023, the Council received information provided by the City’s Public Works Department establishing that the City does not have sufficient manpower to perform the Maintenance Activities with its own forces, and that the immediate need for the performance of the Maintenance Activities does not permit a delay that would result from a competitive solicitation for bids; and

WHEREAS, the City is working diligently to secure the PCLUP approval. The process has been initiated; the Workplan for interim measures has been approved and its construction is substantially complete; a Summary of Site Investigation has been completed; the final report has been submitted to the County and comments have been received; and construction plans to procure a new construction contract are being prepared.

NOW, THEREFORE, BASED ON THE FACTS SET FORTH ABOVE, THE COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, HEREBY MAKES THE FOLLOWING FINDINGS:

1. The County's issuance of the Cease and Desist and Corrective Action Order at the current stage of the Project work, coupled with the immediate and ongoing need to perform the Maintenance Activities, has created an emergency for the City with respect to the Project; and
2. The emergency will not permit a delay resulting from a competitive solicitation for bids to perform the Maintenance Activities; and
3. The actions to be taken pursuant to the Resolutions set forth below continue to be necessary to respond to the emergency; and
4. The City is working diligently to secure the PCLUP approval. The process has been initiated; the Workplan for interim measures has been approved; a Summary of Site Investigation has been completed; and the final report has been submitted to the County.

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

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

SECTION 2: Pursuant to the authority granted by South Gate Municipal Code § 1.54.470 and California Public Contract Code § 22050, the Council hereby authorizes and directs the City's City Manager and his designees to take such actions as the City Manager deems necessary to cause the Maintenance Activities to be performed, and to procure the necessary equipment, services, and supplies therefore, all without giving notice for bids to let contracts, and without regard to the dollar amounts of the contracts for such activities, equipment, services and supplies.

SECTION 3: At each regularly scheduled meeting of the Council after the date of the original Resolution, dated February 6, 2023, until further notice from the Council, the City Manager has and shall continue to present to the Council the reasons justifying the emergency, that the emergency declaration will reduce delays and associated costs that would otherwise result from the competitive solicitation for bids and why that action is necessary to respond to the emergency.

SECTION 4. At each such regularly scheduled meeting until the emergency action is terminated, the Council shall review the emergency action to determine, by a four-fifth's vote, that there is a

need to continue the emergency action.

SECTION 5. The Council shall terminate the emergency action at the earliest possible date that conditions warrant, so that the remainder of the construction activities may be completed by giving notice for bids to let contracts.

SECTION 6. In accordance with the provisions of California Public Contract Code § 22050, this Resolution shall only be effective if passed by a four-fifths vote of the Council.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 23rd day of July 2024.

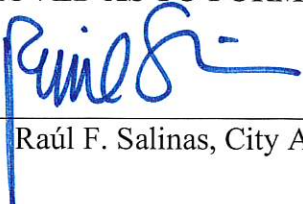
CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raúl F. Salinas, City Attorney

JUL 17 2024

FILED 2:00PM

City of South Gate
CITY COUNCIL

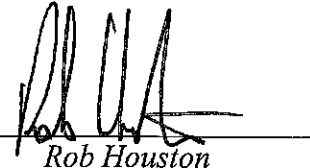
AGENDA BILL

For the Regular Meeting of: July 23, 2024
Originating Department: Human Resources

Human Resources Director:


Jon Hamilton

City Manager:


Rob Houston

SUBJECT: RESOLUTION TO APPROVE THE RECLASSIFICATION OF THE ONE, FULL-TIME HOUSING & GRANTS ANALYST POSITION AND THE ONE, FULL-TIME ADMINISTRATIVE SERVICES COORDINATOR POSITION IN THE COMMUNITY DEVELOPMENT DEPARTMENT TO TWO, FULL-TIME SPECIAL PROJECTS COORDINATOR POSITIONS; AND TO DIRECT STAFF TO UPDATE THE CONSOLIDATED SALARY SCHEDULE BY ADDING THE SPECIAL PROJECTS COORDINATOR TITLE, PAY GRADE, AND PAY RANGE

PURPOSE: To approve the reclassification of one, full-time Housing & Grants Analyst position and one, full-time Administrative Services Coordinator position in the Community Development Department to two, full-time Special Projects Coordinator positions; and to direct staff to update the Consolidated Salary Schedule by adding the Special Projects Coordinator Title, Pay Grade, and Pay Range.

RECOMMENDED ACTIONS: The City Council will consider adopting a Resolution to:

1. Approve the reclassification of one, full-time Housing & Grants Analyst position and one, full-time Administrative Services Coordinator position in the Community Development Department to two, full-time Special Projects Coordinator positions; and
2. Direct staff to update the Consolidated Salary Schedule by adding the Special Projects Coordinator Title, Pay Grade, and Pay Range

FISCAL IMPACT:

ANALYSIS: While the reclassification of the Housing & Grants Analyst to Special Projects Coordinator will result in an increase of \$182/month at top step, the reclassification of the Administrative Services Coordinator to Special Projects Coordinator will result in a decrease of \$672/month at top step resulting in an overall savings to the City of \$490/month, or \$5,880/year (not including the cost of benefits).

BACKGROUND: The City must, from time to time, add, remove, reclassify, or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the City's workforce. In response to these changing needs and demands, job classification specifications must be amended

to more closely match the tasks which need to be performed by employees in the City's various departments.

On October 1, 2021, the Community Development's long-serving Housing & Grants Analyst retired from the City and his position has been vacant since that date. This important position was responsible for the complex administrative work in support of the Community Development Block Grant ("CDBG") program, HOME and Emergency Shelter Grant ("ESG") programs, and other grant programs, by assuring continued compliance with federal, state, and local requirements, regulations, and laws. However, since its vacancy, the duties of this position have been distributed and shared by a multitude of personnel, who have been performing these services for the City as additional duties to their assigned positions. Additionally, on December 31, 2021, the Community Development's Administrative Services Coordinator resigned from the City to accept an opportunity at another employer and one of the City's Housing Specialists was appointed to serve in an acting capacity to provide the confidential and complex administrative, technical, professional, and secretarial duties to the Director and Division Managers of Community Development, and to various City Commissions and Committees. Over time, the duties of this position have evolved to include handling special projects in support of the Community Development Department's mission.

For Fiscal Year 2023/24, the City Council approved the creation of a Senior Secretary position to handle the secretarial responsibilities once required of the Administrative Services Coordinator and, on October 16, 2023, the City was able to hire an experienced incumbent to fill this position. However, the needs of the Community Development Department have continued to evolve. There is no longer the need to have the Administrative Services Coordinator position to service the administrative and secretarial needs of the Community Development Department, but there is an enhanced need for someone to be able to handle special projects, grant management, and other important projects in support of the entire Department, rather than for a specific division or narrow set of duties.

City Staff is requesting approval to reclassify the Housing & Grants Analyst position and the Administrative Services Coordinator position to two Special Projects Coordinator positions. The Special Projects Coordinator position will perform highly responsible, technical, and professional duties for the Community Development Department involving grants administration and special project management. For example, this may include conducting research and studies related to various department goals and objectives, preparing grant applications, manage grants, and coordinate with outside agencies and stakeholders as directed by the Director of Community Development. While the position does not require the college degree that the Analyst class of positions requires, the Special Projects Coordinator position will provide the incumbent valuable experience and skills to compete for an Analyst position once he/she meets the minimum qualifications.

The pay for this position is consistent with similarly situated positions in the City, which require a high level of professionalism and skill but do not require a bachelor's degree. The pay for this position shall be from \$5,809 to \$7,061 per month, assigned to Pay Grade 640. While this is an increase of \$182/month at top step over the Housing & Grants Analyst, it is \$672/month less than Administrative Services Coordinator at top step resulting in an overall savings to the City of

\$490/month for the reclassification of Housing & Grants Analyst and Administrative Services Coordinator to two Special Projects Coordinator positions.

Human Resources staff worked with the Community Development Department to develop the details related to this position. Staff also worked with the Professional Mid-Management Association ("PMMA") to discuss the recommended reclassifications and the recommended pay for the Special Projects Coordinator, of which PMMA agrees.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, TO APPROVE THE RECLASSIFICATION OF THE ONE, FULL-TIME HOUSING & GRANTS ANALYST POSITION AND THE ONE, FULL-TIME ADMINISTRATIVE SERVICES COORDINATOR POSITION IN THE COMMUNITY DEVELOPMENT DEPARTMENT TO TWO, FULL-TIME SPECIAL PROJECTS COORDINATOR POSITIONS; AND TO DIRECT STAFF TO UPDATE THE CONSOLIDATED SALARY SCHEDULE BY ADDING THE SPECIAL PROJECTS COORDINATOR TITLE, PAY GRADE, AND PAY RANGE

WHEREAS, the City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the City's Position Classification Plan contained in the approved Fiscal Year 2024/25 Budget and/or Consolidated Salary Schedule, in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments;

WHEREAS, the City desires to approve reclassification of the one, full-time position of Housing & Grants Analyst and the one, full-time position of Administrative Services Coordinator positions in the Community Development Department to two, full-time Special Projects Coordinator positions;

WHEREAS, the City desires to approve the adjustment of the Consolidated Salary Schedule and direct staff to add the respective salary range and the salary pay table for the full-time Special Projects Coordinator; and

WHEREAS, the Professional Mid-Management Association ("PMMA") is in agreement with the reclassification of the one, full-time Housing & Grants Analyst position and the one, full-time Administrative Services Coordinator position to two, full-time Special Project Coordinator positions, and the salary range for the full-time Special Projects Coordinator position.

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

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

SECTION 2. The City Council hereby approves and adopts the proposed amendment to the City's Position Classification Plan as approved in the Fiscal Year 2024/25 Budget to approve the reclassification of the one, full-time Housing & Grants Analyst position and the one, full-time Administrative Services Coordinator position to two, full-time Special Projects Coordinator positions in the Community Development Department.

SECTION 3. The City Council hereby approves and directs staff to update the City's Consolidated Salary Schedule to add the position of Special Projects Coordinator, a PMMA position, at the Pay Grade of 640 with a pay range of \$5,809 to \$7,061 per month.

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

PASSED, APPROVED and ADOPTED this 23rd day of **July 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

JUL 17 2024

FILED 5:50 PM

City of South Gate
CITY COUNCIL

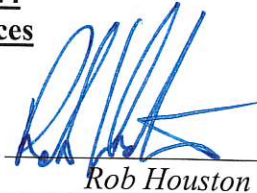
AGENDA BILL

For the Regular Meeting of: July 23, 2024
Originating Department: Human Resources

Human Resources Director:


Jon Hamilton

City Manager:


Rob Houston

SUBJECT: RESOLUTION TO APPROVE AND ADOPT AN UPDATED CONSOLIDATED SALARY SCHEDULE FOR ALL FULL-TIME, PART-TIME, AND ELECTED OFFICIALS WITHIN CALPERS GUIDELINES

PURPOSE: To approve and adopt an updated consolidated pay schedule for all full-time, part-time, and elected officials within the California Public Employee Retirement System (“CalPERS”) guidelines.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution approving and adopting an updated consolidated pay schedule for all full-time, part-time, and elected officials within the CalPERS guidelines.

FISCAL IMPACT: There is no fiscal impact to the Fiscal Year 2024-2025 Adopted Budget.

ANALYSIS: None.

BACKGROUND: On June 11, 2024, City Council approved and adopted the Fiscal Year 2024-2025 Budget, which included the creation of several new positions, most of which were approved to addition to the Consolidated Salary Schedule by City Council action on June 25, 2024. There are a few additional changes that need to be made to fully effectuate the City Council’s intent in the Fiscal Year 2024-2025 Budget, which are included in the attached Consolidated Salary Schedule. Those changes include the retitling of the Records Coordinator position to Clerk Services Coordinator, the addition of the Customer Service Supervisor (PW) and Special Projects Coordinator, and updating the pay grade category, but not the pay rate for Deputy Director of Public Works – Field Operations, Housing Manager, and Risk Manager.

Additionally, as part of previously approved Memoranda of Understanding (“MOUs”) with the Police Management Association (“PMA”), Police Officers’ Association (“POA”), and Division Management Association (“DMA”), an the Agreement with Unrepresented Executive Management Group, City Council approved pay increases of four percent (4%) for sworn personnel (Chief of Police, PMA, and POA) and three percent (3%) for non-sworn personnel (Directors and DMA) effective the first full pay period of July 2024, or July 14, 2024. The attached Consolidated Salary Schedule reflects those previously negotiated and approved pay increases.

Currently, the City is engaged in labor negotiations with the Municipal Employees' Association ("MEA") and the Professional Mid-Management Association ("PMMA") and, if there are any City Council-approved pay increases as part of those negotiations, they will be brought in a separate action.

Further, CalPERS, pursuant to its interpretation of the California Code of Regulations § 570.5 of the Public Employees' Retirement Law ("PERL"), as outlined in its January 8, 2020, Circular Letter, recommends that all CalPERS employers maintain their compensation levels in *one* publicly available document, approved and adopted by the governing body, which must meet all of the following criteria:

- 1) Has been duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meetings laws;
- 2) Identifies the position title for every employee position;
- 3) Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- 4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- 5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posed on the employer's internet website;
- 6) Indicates an effective date and date of any revisions;
- 7) Is retained by the employer and available for public inspection for not less than five years; and
- 8) Does not reference another document in lieu of disclosing the pay rate.

Under the PERL and the Public Employees' Pension Reform Act of 2013 ("PEPRA"), compensation earnable and pensionable compensation are determined in accordance with the amounts identified on a publicly available pay schedule as adopted and approved by the City Council. If an employer were to fail to meet with requirements of Section 570.5 as stated above, the CalPERS Board may determine at its sole discretion an amount that will be considered as a pay rate in determining what a retiree's earnable income will be, which will never be higher than the amount stated on the comprehensive salary schedule. As a result, publicly available pay schedules are required by CalPERS and are a critical component to verify all members' pay rates when calculating members' retirement benefits. Finally, maintaining a compliant publicly available pay schedule will support transparency and expedite CalPERS' review process. Failure to provide CalPERS with a compliant publicly available pay schedule may result in a retirement benefit being delayed and/or reduced.

Therefore, the purpose of approving this resolution is to update the current Consolidated Salary Schedule to reflect the changes as authorized by the City Council in this agenda item and to comply with the PERL.

ATTACHMENT: Proposed Resolution (Comprehensive Salary Schedule)

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING AND ADOPTING AN UPDATED CONSOLIDATED SALARY SCHEDULE FOR ALL FULL-TIME, PART-TIME, AND ELECTED OFFICIALS WITHIN CALPERS GUIDELINES

WHEREAS, on June 11, 2024, the City Council approved and adopted the Fiscal Year 2024-2025 Budget, which contained, *inter alia*, several personnel additions and pay adjustments;

WHEREAS, the City Council also approved Memoranda of Understanding with the Police Management Association (“PMA”), Police Officers’ Association (“POA”), and Division Management Association (“DMA”), and an Agreement with the Unrepresented Executive Management Group, which provided a four percent increase in wages for all sworn personnel (Chief of Police, PMA and POA) and a three percent increase in wages for all non-sworn personnel (Directors and DMA);

WHEREAS, the California Public Employee Retirement System (“CalPERS”) interprets the California Code of Regulations § 570.5 of the Public Employees’ Retirement Law (“PERL”) to require that all CalPERS employers maintain their compensation levels in one publicly available document, approved and adopted by the governing body;

WHEREAS, the City has complied with the PERL by approving and adopting the comprehensive salary schedule in accordance with the requirements of its public meetings laws;

WHEREAS, the Consolidated Salary Schedule identifies the position title of every employee position, shows the rate of pay for each identified position as multiple amounts within a range, that the elected officials’ and full-time employees’ time base is indicated as a monthly rate, and that part-time employees’ time base is indicated as an hourly rate;

WHEREAS, the City shall post the Consolidated Salary Schedule on its internet website;

WHEREAS, the effective date of the Consolidated Salary Schedule shall be the first full pay period of July 2024, or July 14, 2024;

WHEREAS, the Consolidated Salary Schedules shall be maintained by the City and available for public inspection for not less than five years from the effective date of the approval and adoption of the Consolidated Salary Schedule; and

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

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

SECTION 2. The City Council does hereby approve and adopt the proposed, updated Consolidated Salary Schedule attached hereto as Exhibit "A."

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

PASSED, APPROVED and ADOPTED this 23rd day of July 2024.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raúl F. Salinas *sg*
Raúl F. Salinas, City Attorney

By POSITION-ALPHA
Full-Time Classifications (Monthly \$*)
Effective 07-14-2024

Grade	Unit	FLSA	Position Title	Sub-step	Step A	Step B	Step C	Step D	Step E
614	PMMA	NE	ACCOUNTANT		6,708	7,044	7,396	7,766	8,154
601	PMMA	NE	ADMINISTRATIVE ASSISTANT		5,333	5,599	5,879	6,173	6,482
610	PMMA	NE	ADMINISTRATIVE SERVICES COORDINATOR		6,362	6,680	7,014	7,365	7,733
512	MEA	NE	AQUATICS COORDINATOR		4,332	4,548	4,776	5,014	5,265
609	PMMA	E	AQUATICS SUPERVISOR		6,278	6,591	6,921	7,267	7,630
711	EXEC	E	ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC WORKS		15,285	16,049	16,852	17,694	18,579
615	PMMA	NE	ASSISTANT ENGINEER		6,751	7,088	7,443	7,815	8,206
636	PMMA	NE	ASSISTANT PLANNER		5,978	6,277	6,590	6,920	7,266
622	PMMA	NE	ASSOCIATE ENGINEER		7,743	8,130	8,537	8,964	9,412
637	PMMA	NE	ASSOCIATE PLANNER		6,958	7,305	7,671	8,054	8,457
661	DMA	E	BUDGET & FINANCE MANAGER		10,050	10,552	11,080	11,634	12,216
610	PMMA	NE	BUDGET & PAYROLL ANALYST		6,362	6,680	7,014	7,365	7,733
551	MEA	NE	BUILDING INSPECTOR		5,981	6,280	6,594	6,924	7,270
650	DMA	E	BUILDING OFFICIAL		10,785	11,324	11,890	12,485	13,109
510	MEA	NE	BUSINESS LICENSE CLERK		4,237	4,448	4,671	4,904	5,150
541	MEA	NE	BUSINESS LICENSE INSPECTOR		5,332	5,599	5,879	6,173	6,482
800	Elected	E	CITY CLERK		7,710	-	-	-	-
999	Elected	NE	CITY COUNCIL MEMBER		650	-	-	-	-
500	MEA	NE	CITY HALL RECEPTIONIST		3,563	3,741	3,928	4,124	4,331
701	EXEC K	E	CITY MANAGER		22,147	23,254	24,417	25,638	-
633	PMMA	E	CITY TRAFFIC ENGINEER		10,637	11,169	11,727	12,314	12,929
999	Elected	NE	CITY TREASURER		650	-	-	-	-
511	MEA	NE	CIVILIAN CUSTODY OFFICER		4,296	4,511	4,736	4,973	5,222
504	MEA	NE	CLERICAL ASSISTANT		3,918	4,114	4,320	4,536	4,763
504	MEA	NE	CLERK SERVICES ASSISTANT		3,918	4,114	4,320	4,536	4,763
526	MEA	NE	CLERK SERVICES COORDINATOR		4,836	5,077	5,331	5,598	5,878
541	MEA	NE	CODE ENFORCEMENT OFFICER		5,332	5,599	5,879	6,173	6,482
615	PMMA	E	CODE ENFORCEMENT SUPERVISOR		6,751	7,088	7,443	7,815	8,206
504	MEA	NE	COMMUNITY DEVELOPMENT TECHNICIAN I		3,918	4,114	4,320	4,536	4,763
518	MEA	NE	COMMUNITY DEVELOPMENT TECHNICIAN II		4,505	4,730	4,967	5,215	5,476
537	MEA	NE	COMMUNITY DEVELOPMENT TECHNICIAN III		5,191	5,451	5,723	6,010	6,310
610	PMMA	NE	COMMUNITY ENGAGEMENT MGT. ANALYST		6,362	6,680	7,014	7,365	7,733
511	MEA	NE	COMMUNITY SERVICES OFFICER		4,296	4,511	4,736	4,973	5,222
516	MEA	NE	COURT LIAISON OFFICER		4,440	4,662	4,895	5,140	5,397
612	PMMA	NE	CRIME ANALYST		6,440	6,762	7,100	7,455	7,827
513	MEA	NE	CRIME PREVENTION SPECIALIST		4,371	4,589	4,819	5,060	5,312
632	PMMA	NE	CRIME SCENE FORENSIC SPECIALIST		7,213	7,574	7,952	8,350	8,767
510	MEA	NE	CUSTOMER SERVICE REPRESENTATIVE		4,237	4,448	4,671	4,904	5,150
639	PMMA	NE	CUSTOMER SERVICE SUPERVISOR (PW)		6,965	7,313	7,679	8,063	8,466
659	DMA	E	DEPUTY CITY ENGINEER		12,655	13,288	13,952	14,650	15,382
650	DMA	E	DEPUTY DIRECTOR OF FINANCE		10,785	11,324	11,890	12,485	13,109
650	DMA	E	DEPUTY DIRECTOR OF HUMAN RESOURCES		10,785	11,324	11,890	12,485	13,109
655	DMA	E	DEPUTY DIRECTOR OF PARKS & RECREATION		9,572	10,051	10,553	11,081	11,635
662	DMA	E	DEPUTY DIRECTOR OF PUBLIC WORKS-FIELD OPERATIONS		12,655	13,288	13,952	14,650	15,382
704	EXEC	E	DIRECTOR OF ADMINISTRATIVE SERVICES		15,285	16,049	16,852	17,694	18,579
703	EXEC	E	DIRECTOR OF COMMUNITY DEVELOPMENT		14,815	15,556	16,333	17,150	18,007
705	EXEC	E	DIRECTOR OF HUMAN RESOURCES		15,064	15,817	16,608	17,438	18,310
706	EXEC	E	DIRECTOR OF PARKS & RECREATION		13,322	13,988	14,687	15,422	16,193
710	EXEC	E	DIRECTOR OF PUBLIC WORKS/CITY ENGINEER		15,285	16,049	16,852	17,694	18,579
650	DMA	E	ECONOMIC DEVELOPMENT MANAGER		10,785	11,324	11,890	12,485	13,109
602	PMMA	E	ECONOMIC DEVELOPMENT SPECIALIST		5,463	5,736	6,023	6,324	6,641
629	PMMA	E	ELECTRIC & GEN MAINT SUPERINTENDENT		9,200	9,660	10,143	10,650	11,183
565	MEA	NE	ELECTRICAL SUPERVISOR		7,244	7,606	7,986	8,386	8,805
520	MEA	NE	ELECTRICIAN I		4,677	4,911	5,156	5,414	5,685
540	MEA	NE	ELECTRICIAN II		5,311	5,577	5,856	6,149	6,456
550	MEA	NE	ENGINEERING TECHNICIAN		5,928	6,225	6,536	6,863	7,206
626	PMMA	E	EQUIPMENT MAINTENANCE SUPERINTENDENT		8,140	8,547	8,974	9,423	9,894
533	MEA	NE	EQUIPMENT MECHANIC		5,030	5,281	5,545	5,823	6,114
535	MEA	NE	EQUIPMENT OPERATOR		5,162	5,420	5,691	5,976	6,275

By POSITION-ALPHA

Grade	Unit	FLSA	Position Title	Sub-step	Step A	Step B	Step C	Step D	Step E
554	MEA	NE	EQUIPMENT SUPERVISOR		6,451	6,774	7,112	7,468	7,841
851	PMMA	NE	EXECUTIVE ASSISTANT		6,546	6,874	7,217	7,578	7,957
851	PMMA	NE	EXECUTIVE ASSISTANT TO CITY ATTORNEY		6,546	6,874	7,217	7,578	7,957
851	PMMA	NE	EXECUTIVE ASSISTANT TO CITY MANAGER		6,546	6,874	7,217	7,578	7,957
851	PMMA	NE	EXECUTIVE ASSISTANT TO POLICE CHIEF		6,546	6,874	7,217	7,578	7,957
545	MEA	NE	FACILITIES MAINTENANCE LEAD TECHNICIAN		5,573	5,851	6,144	6,451	6,773
542	MEA	NE	FACILITIES MAINTENANCE SPECIALIST		5,449	5,721	6,007	6,307	6,623
506	MEA	NE	FACILITIES MAINTENANCE TECHNICIAN I		4,026	4,228	4,439	4,661	4,894
516	MEA	NE	FACILITIES MAINTENANCE TECHNICIAN II		4,440	4,662	4,895	5,140	5,397
632	PMMA	NE	FAMILY VIOLENCE PROGRAM COORDINATOR		7,213	7,574	7,952	8,350	8,767
555	MEA	NE	GENERAL MAINTENANCE FOREMAN		6,529	6,856	7,198	7,558	7,936
545	MEA	NE	GRAFFITI LEAD WORKER		5,573	5,851	6,144	6,451	6,773
502	MEA	NE	GRAFFITI REMOVAL WORKER		3,828	4,019	4,220	4,431	4,653
555	MEA	NE	GROUPS MAINTENANCE SUPERVISOR		6,529	6,856	7,198	7,558	7,936
506	MEA	NE	GROUPS MAINTENANCE WORKER		4,026	4,228	4,439	4,661	4,894
518	MEA	NE	HOUSING ASSISTANT		4,505	4,730	4,967	5,215	5,476
541	MEA	NE	HOUSING INSPECTOR		5,332	5,599	5,879	6,173	6,482
663	DMA	E	HOUSING MANAGER		10,050	10,552	11,080	11,634	12,216
539	MEA	NE	HOUSING SPECIALIST		5,281	5,545	5,823	6,114	6,419
610	PMMA	NE	HUMAN RESOURCES ANALYST		6,362	6,680	7,014	7,365	7,733
541	MEA	NE	HUMAN RESOURCES TECHNICIAN		5,332	5,599	5,879	6,173	6,482
625	PMMA	NE	INFORMATION SYSTEMS ADMINISTRATOR		7,879	8,273	8,687	9,121	9,577
610	PMMA	NE	INFORMATION SYSTEMS ANALYST		6,362	6,680	7,014	7,365	7,733
511	MEA	NE	INFORMATION SYSTEMS TECHNICIAN		4,296	4,511	4,736	4,973	5,222
565	MEA	NE	INSPECTION/PERMITS SUPERVISOR		7,244	7,606	7,986	8,386	8,805
510	MEA	NE	INTERMEDIATE ACCOUNT CLERK - Acct		4,237	4,448	4,671	4,904	5,150
510	MEA	NE	INTERMEDIATE ACCOUNT CLERK - POLICE		4,237	4,448	4,671	4,904	5,150
505	MEA	NE	INTERMEDIATE TYPIST CLERK (PARKS)		4,013	4,213	4,424	4,645	4,877
553	MEA	NE	JOURNEY ELECTRICIAN		6,311	6,626	6,957	7,305	7,670
558	MEA	NE	LEAD ELECTRICIAN		6,727	7,064	7,417	7,788	8,177
610	PMMA	NE	MANAGEMENT ANALYST		6,362	6,680	7,014	7,365	7,733
601	PMMA	NE	MANAGEMENT ASSISTANT		5,333	5,599	5,879	6,173	6,482
616	PMMA	E	MARKETING & COMMUNITY ENGAGEMENT MANAGER		6,839	7,181	7,540	7,917	8,313
505	MEA	NE	OFFICE ASSISTANT-GENERAL		4,013	4,213	4,424	4,645	4,877
505	MEA	NE	OFFICE ASSISTANT-POLICE		4,013	4,213	4,424	4,645	4,877
522	MEA	NE	PARK FACILITIES MAINTENANCE LEAD		4,748	4,985	5,234	5,496	5,771
555	MEA	NE	PARK FACILITIES MAINTENANCE SUPERVISOR		6,529	6,856	7,198	7,558	7,936
506	MEA	NE	PARK FACILITIES MAINTENANCE WORKER		4,026	4,228	4,439	4,661	4,894
519	MEA	NE	PARKS EQUIPMENT MECHANIC		4,620	4,850	5,093	5,348	5,615
656	DMA	E	PARKS SUPERINTENDENT		9,162	9,621	10,102	10,607	11,137
523	MEA	NE	PAYROLL TECHNICIAN		4,751	4,989	5,238	5,500	5,775
660	DMA	E	PLANNING MANAGER		10,507	11,032	11,584	12,163	12,771
36	PMA	E	POLICE CAPTAIN		17,287	-	-	-	-
37	PMA	E	POLICE CAPTAIN-IN-CHARGE		17,599	-	-	-	-
702	EXEC	E	POLICE CHIEF		18,142	19,049	20,002	21,002	22,052
524	MEA	NE	POLICE DISPATCHER		4,756	4,994	5,244	5,506	5,781
35	PMA	E	POLICE LIEUTENANT		15,435	-	-	-	-
28	POA	NE	POLICE OFFICER	7,307	7,672	8,056	8,459	8,882	9,326
517	MEA	NE	POLICE PROPERTY SPECIALIST		4,480	4,704	4,939	5,186	5,445
617	PMMA	E	POLICE RECORDS MANAGER		7,220	7,581	7,961	8,359	8,776
508	MEA	NE	POLICE RECORDS SPECIALIST		4,167	4,375	4,594	4,824	5,065
531	MEA	NE	POLICE RECRUIT		4,976	5,225	5,486	5,761	6,049
31	PMA	NE	POLICE SERGEANT		13,306	-	-	-	-
634	PMMA	E	PRINCIPAL CIVIL ENGINEER		10,941	11,488	12,062	12,665	13,298
619	PMMA	NE	PUBLIC WORKS SENIOR MANAGEMENT ANALYST		7,361	7,729	8,115	8,521	8,947
527	MEA	NE	PURCHASING CLERK		4,849	5,092	5,347	5,614	5,895
541	MEA	NE	RECORDS MANAGEMENT TECHNICIAN - POLICE		5,332	5,599	5,879	6,173	6,482
512	MEA	NE	RECREATION COORDINATOR		4,332	4,548	4,776	5,014	5,265
619	PMMA	E	RECREATION MANAGER		7,361	7,729	8,115	8,521	8,947
512	MEA	NE	RECREATION MARKETING COORDINATOR		4,332	4,548	4,776	5,014	5,265
517	MEA	NE	RISK MANAGEMENT OFFICE SPECIALIST		4,480	4,704	4,939	5,186	5,445
657	DMA	E	RISK MANAGER		11,187	11,747	12,334	12,951	13,598
521	MEA	NE	SECRETARY		4,740	4,977	5,226	5,487	5,761

DMA EXEC Increase 3%;

By POSITION-ALPHA

Grade	Unit	FLSA	Position Title	Sub-step	Step A	Step B	Step C	Step D	Step E
621	PMMA	E	SENIOR ACCOUNTANT		7,578	7,957	8,355	8,773	9,211
619	PMMA	NE	SENIOR ADMINISTRATIVE ANALYST		7,361	7,729	8,115	8,521	8,947
631	PMMA	E	SENIOR CIVIL ENGINEER		10,130	10,637	11,169	11,727	12,314
541	MEA	NE	SENIOR CLERK SERVICES COORDINATOR		5,332	5,599	5,879	6,173	6,482
559	MEA	NE	SENIOR CODE ENFORCEMENT OFFICER		5,874	6,167	6,476	6,799	7,139
544	MEA	NE	SENIOR COMMUNITY DEVELOPMENT TECHNICIAN		5,558	5,836	6,128	6,435	6,756
520	MEA	NE	SENIOR CUSTOMER SERVICE REPRESENTATIVE		4,677	4,911	5,156	5,414	5,685
623	PMMA	E	SENIOR ECONOMIC DEVELOPMENT SPECIALIST		7,801	8,191	8,601	9,031	9,482
628	PMMA	E	SENIOR ENGINEER		8,896	9,341	9,808	10,299	10,814
546	MEA	NE	SENIOR EQUIPMENT MECHANIC		5,644	5,926	6,222	6,533	6,860
626	PMMA	E	SENIOR FINANCIAL ANALYST		8,140	8,547	8,974	9,423	9,894
522	MEA	NE	SENIOR GROUNDS MAINTENANCE WORKER		4,748	4,985	5,234	5,496	5,771
568	MEA	NE	SENIOR HOUSING SPECIALIST		5,809	6,100	6,405	6,725	7,061
546	MEA	NE	SENIOR PARK EQUIPMENT MECHANIC		5,644	5,926	6,222	6,533	6,860
638	PMMA	E	SENIOR PLANNER		8,127	8,534	8,961	9,409	9,879
534	MEA	NE	SENIOR SECRETARY		5,079	5,333	5,599	5,879	6,173
509	MEA	NE	SENIOR TYPIST CLERK		4,195	4,404	4,624	4,856	5,098
520	MEA	NE	SEWER MAINTENANCE WORKER I		4,677	4,911	5,156	5,414	5,685
547	MEA	NE	SEWER MAINTENANCE WORKER II		5,106	5,361	5,630	5,911	6,207
640	PMMA	NE	SPECIAL PROJECTS COORDINATOR		5,809	6,100	6,405	6,725	7,061
629	PMMA	E	STREET & SEWER SUPERINTENDENT		9,200	9,660	10,143	10,650	11,183
554	MEA	NE	STREET & SEWER SUPERVISOR		6,451	6,774	7,112	7,468	7,841
545	MEA	NE	STREET LEAD WORKER		5,573	5,851	6,144	6,451	6,773
516	MEA	NE	STREET MAINTENANCE WORKER		4,440	4,662	4,895	5,140	5,397
624	PMMA	NE	TECHNICAL SERVICES MANAGER		7,879	8,273	8,687	9,121	9,577
635	PMMA	E	TRAINING MANAGER		7,731	8,117	8,523	8,949	9,397
512	MEA	NE	TRANSIT SERVICES COORDINATOR		4,332	4,548	4,776	5,014	5,265
500	MEA	NE	TYPIST CLERK		3,563	3,741	3,928	4,124	4,331
557	MEA	NE	WATER DISTRIBUTION FOREMAN		6,965	7,313	7,679	8,063	8,466
515	MEA	NE	WATER DISTRIBUTION OPERATOR I		4,412	4,633	4,865	5,108	5,363
532	MEA	NE	WATER DISTRIBUTION OPERATOR II		5,027	5,278	5,542	5,819	6,110
543	MEA	NE	WATER DISTRIBUTION OPERATOR III		5,456	5,729	6,015	6,316	6,632
630	PMMA	E	WATER DIVISION MANAGER		10,316	10,832	11,374	11,943	12,540
552	MEA	NE	WATER LEAD WORKER		6,015	6,316	6,632	6,963	7,311
507	MEA	NE	WATER METER READER I		4,159	4,367	4,585	4,814	5,055
514	MEA	NE	WATER METER READER II		4,389	4,609	4,839	5,081	5,335
569	MEA	NE	WATER OPERATIONS SUPERVISOR		7,313	7,679	8,063	8,466	8,889
525	MEA	NE	WATER PUMP OPERATOR I		4,800	5,040	5,292	5,556	5,834
548	MEA	NE	WATER PUMP OPERATOR II		5,737	6,024	6,325	6,641	6,974
558	MEA	NE	WATER QUALITY & SYSTEM LEAD OPERATOR		6,316	6,632	6,963	7,311	7,677
520	MEA	NE	WATER SERVICE REPRESENTATIVE I		4,677	4,911	5,156	5,414	5,685
538	MEA	NE	WATER SERVICE REPRESENTATIVE II		5,233	5,495	5,769	6,058	6,361

By POSITION-ALPHA
Consolidated Salary Schedule
Unclassified Hourly Classifications (Hourly \$)
Effective 04-09-2024

Grade	Unit	FLSA	Hourly Position	Step A	Step B	Step C	Step D	Step E
900	Hrly	NE	Administrative Aide	\$24.37	\$25.59	\$26.87	\$28.21	\$29.62
901	Hrly	NE	Business License Inspector (Hourly)	\$30.76	\$32.30	\$33.92	\$35.61	\$37.39
922	Hrly	NE	City Hall Receptionist	\$20.55	\$21.58	\$22.66	\$23.79	\$24.98
902	Hrly	NE	Clerical Assistant I	\$20.22	\$21.23	\$22.29	\$23.41	\$24.58
903	Hrly	NE	Clerical Assistant II	\$21.89	\$22.98	\$24.13	\$25.34	\$26.61
904	Hrly	NE	Clerical Assistant III	\$24.93	\$26.18	\$27.49	\$28.86	\$30.30
923	Hrly	NE	Code Enforcement Officer	\$30.76	\$32.30	\$33.92	\$35.61	\$37.39
905	Hrly	NE	Community Development Intern	\$25.51	\$26.79	\$28.12	\$29.53	\$31.01
924	Hrly	NE	Community Development Technician II	\$25.99	\$27.29	\$28.65	\$30.09	\$31.59
925	Hrly	NE	Community Services Officer	\$24.79	\$26.02	\$27.33	\$28.69	\$30.13
925	Hrly	NE	Community Services Officer/Park Ranger	\$24.79	\$26.02	\$27.33	\$28.69	\$30.13
906	Hrly	NE	Computer Information Systems (CIS) Aide	\$24.19	\$25.40	\$26.67	\$28.00	\$29.40
907	Hrly	NE	Computer Information Systems (CIS) Aide - Police	\$24.19	\$25.40	\$26.67	\$28.00	\$29.40
908	Hrly	NE	Court Officer	\$25.59	\$26.87	\$28.21	\$29.62	\$31.10
940	Hrly	NE	Crime Scene Forensic Specialist	\$41.61	\$43.69	\$45.89	\$48.17	\$50.58
926	Hrly	NE	Customer Service Representative	\$24.44	\$25.66	\$26.95	\$28.29	\$29.71
942	Hrly	NE	Customer Service Supervisor (FIN) Hourly	\$38.31	\$40.23	\$42.24	\$44.35	\$46.57
927	Hrly	NE	Electrician I	\$26.98	\$28.33	\$29.75	\$31.24	\$32.80
928	Hrly	NE	Electrician II	\$30.64	\$32.17	\$33.78	\$35.47	\$37.25
909	Hrly	NE	Engineering Aide	\$25.51	\$26.79	\$28.12	\$29.53	\$31.01
929	Hrly	NE	Equipment Mechanic	\$29.02	\$30.47	\$31.99	\$33.59	\$35.27
910	Hrly	NE	Family Violence Prevention Specialist	\$34.68	\$36.41	\$38.23	\$40.15	\$42.15
930	Hrly	NE	Grounds Maintenance Worker	\$23.23	\$24.39	\$25.61	\$26.89	\$28.23
931	Hrly	NE	Housing Specialist	\$30.47	\$31.99	\$33.59	\$35.27	\$37.03
932	Hrly	NE	Intermediate Account Clerk	\$24.44	\$25.66	\$26.95	\$28.29	\$29.71
933	Hrly	NE	Intermediate Typist Clerk/Office Assistant	\$23.15	\$24.31	\$25.52	\$26.80	\$28.14
911	Hrly	NE	Intern	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45
993	Hrly	NE	Lifeguard	\$17.05	\$17.90	\$18.80	\$19.74	\$20.72
912	Hrly	NE	Maintenance Helper	\$21.89	\$22.98	\$24.13	\$25.34	\$26.61
913	Hrly	NE	Maintenance Service Worker	\$27.91	\$29.31	\$30.77	\$32.31	\$33.92
914	Hrly	NE	Mechanic Helper	\$21.89	\$22.98	\$24.13	\$25.34	\$26.61
915	Hrly	NE	Outdoor Power Equipment Mechanic	\$31.64	\$33.22	\$34.88	\$36.63	\$38.46
934	Hrly	NE	Park Facilities Maintenance Worker	\$23.23	\$24.39	\$25.61	\$26.89	\$28.23
916	Hrly	NE	Police Cadet	\$27.01	\$28.36	\$29.78	\$31.27	\$32.83
917	Hrly	NE	Police Custodian of Records	\$29.48	\$30.95	\$32.50	\$34.13	\$35.83
936	Hrly	NE	Police Officer	\$44.26	\$46.48	\$48.80	\$51.24	\$53.80
935	Hrly	NE	Police Records Specialist	\$24.04	\$25.24	\$26.50	\$27.83	\$29.22
918	Hrly	NE	Police Vehicle Service Attendant	\$19.49	\$20.46	\$21.49	\$22.56	\$23.69
919	Hrly	NE	Program Assistant	\$27.01	\$28.36	\$29.78	\$31.27	\$32.83
920	Hrly	NE	Public Safety Officer	\$22.63	\$23.76	\$24.95	\$26.20	\$27.51

By POSITION-ALPHA

Grade	Unit	FLSA	Hourly Position	Step A	Step B	Step C	Step D	Step E
939	Hrly	NE	Recreation Coordinator	\$24.99	\$26.24	\$27.55	\$28.93	\$30.38
997	Hrly	NE	Recreation Leader I (Rec Aide, Maint Aide I, Tutor Assistant)	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45
996	Hrly	NE	Recreation Leader II (Rec Attendant, Maint Aide II, Tutor)	\$17.64	\$18.52	\$19.45	\$20.42	\$21.44
995	Hrly	NE	Recreation Leader III (Cashier, Golf Starter)	\$19.45	\$20.42	\$21.44	\$22.52	\$23.64
994	Hrly	NE	Recreation Leader IV (Recreation Leader, Sr. Golf Starter)	\$21.44	\$22.51	\$23.64	\$24.82	\$26.06
937	Hrly	NE	Recreation Specialist	\$19.97	\$20.97	\$22.02	\$23.12	\$24.28
921	Hrly	NE	Research Aide	\$19.41	\$20.38	\$21.40	\$22.47	\$23.59
938	Hrly	NE	Secretary	\$27.35	\$28.71	\$30.15	\$31.66	\$33.24
941	Hrly	NE	Senior Administrative Analyst	\$42.47	\$44.59	\$46.82	\$49.16	\$51.62
992	Hrly	NE	Senior Lifeguard	\$20.63	\$21.66	\$22.74	\$23.88	\$25.08
998	Hrly	NE	Student Worker	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45
995	Hrly	NE	Swim Instructor	\$18.76	\$19.70	\$20.68	\$21.72	\$22.80
922	Hrly	NE	Typist Clerk	\$20.55	\$21.58	\$22.66	\$23.79	\$24.98

Definitions**UNIT: Bargaining Unit**

DMA Division Management Association (Unclassified) - Pay Plan Category F

Elected Unclassified Elected Officials - Pay Plan Category A

EXEC Executive Management Employees (Unclassified) - Pay Plan Category E

MEA Municipal Employees' Association (Civil Service) - Pay Plan Category I

PMA Police Management Association - Pay Plan Category B

PMMA Professional and Mid-Management Employees (Civil Service) - Pay Plan Category G

POA Police Officers' Association - Pay Plan Category C

Group: Group of Classifications

Hrly Unclassified Hourly Positions

FLSA: Fair Labor Standards Act

E Exempt

NE Non-Exempt

Sub-step: Specific only to Police Officers' Association.**Monthly \$** Monthly salaries displayed as a whole number, rounded to nearest dollar.

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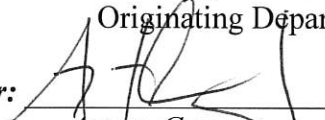
City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **August 13, 2024**

Originating Department: **Public Works**

Department Director:


Arturo Cervantes

City Manager:


Rob Houston

SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 2020-16-CC WITH KOA CORPORATION, AMENDMENT NO. 3 TO CONTRACT NO. 2020-17-CC WITH INTERWEST CONSULTING GROUP, INC., AND AMENDMENT NO. 5 TO CONTRACT NO. 2020-15-CC WITH WILLDAN ENGINEERING FOR AS-NEEDED PROFESSIONAL ENGINEERING SERVICES

PURPOSE: To approve amendments with the as-needed engineering services consultants to extend the term of the existing contracts on a month-to-month basis for up to three months, retroactively effective to July 1, 2024.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 4 to Contract No. 2020-16-CC with KOA Corporation for As-Needed Engineering Services to extend the term on a month-to-month basis for up to three months;
- b. Approving Amendment No. 3 to Contract No. 2020-17-CC with Interwest Consulting Group, Inc. for As-Needed Engineering Services to extend the term on a month-to-month basis for up to three months;
- c. Approving Amendment No. 5 to Contract No. 2020-15-CC with Willdan Engineering for As-Needed Engineering Services to extend the term on a month-to-month basis for up to three months; and
- d. Authorizing the Mayor to execute the amendments in forms acceptable to the City Attorney.

FISCAL IMPACT: The Public Works Department budgeted \$290,000 for as-needed engineering services in the 2024/25 Fiscal Year Operating Budget and the Capital Improvement Program. Fees to be incurred will be based on the services provided and the agreed upon rates from each consultant. Historically, most costs are absorbed by Special Revenue sources.

ANALYSIS: The Engineering Division is supported by as-needed engineering service contracts with KOA Corporation, Interwest Consulting Group, Inc. and Willdan Engineering. They provide a variety of services, such as plan check, CIP project management, and development review. As-needed engineering services provide the Engineering Division support to implement projects and programs and deliver engineering services in a cost-effective and timely manner, through competitive pricing provided by the three firms. KOA, Interwest, and Willdan will

continue providing the following distinct services:

- As-needed Engineering CIP Services – Common services include performing plan checks of CIP projects, reviewing technical studies, reviewing or preparing prevailing wage compliance documents, state and federal funding compliance, staff augmentation services, etc.
- As-needed Engineering Services – Common as-needed engineering service needs include preparation of miscellaneous technical assignments, plan check, development review, survey services, legal descriptions parcel maps and tract map reviews.
- Grant Writing Services – Preparation of applications for grant funds.

The contracts with each consultant expired on June 30, 2024. Staff recommends retroactively extending the term of the Agreements by three months on a month-to-month basis retroactively effective to July 1, 2024. This provides time to complete the procurement processes to replace the as-needed engineering services service contracts.

KOA, Interwest and Willdan have agreed to offer their services at the current rates through the end of the contract term, which provides for savings as compared to a rate increase.

BACKGROUND: Since 2004, the Public Works Department has used as-needed engineering services to provide the Engineering Division with specialized technical services, enhanced engineering expertise, and staffing support. As-needed engineering services are essential to expedite the completion of miscellaneous engineering services not commonly offered by full-time staff. By using this approach, the Public Works Department has been successful in delivering numerous CIP projects, providing engineering services to developers and the general public, and in securing millions in grant funds.

On February 25, 2020, the City Council awarded Contract Nos. 2020-15-CC, 2020-16-CC and 2020-17-CC, to Willdan Engineering, KOA Corporation, and Interwest Consulting Group, respectively, in the amount not-to-exceed \$240,000 per year, per agreement. While the grand total was \$720,000 per year, services fees for all three consultants combined were required to remain within the \$240,000 fiscal year budgeted amount. Total expenditure for the two-year contract term, from the three consultants combined, were not to exceed \$480,000. This approach was used to provide maximum flexibility to utilize services based on the needs of the Public Works Department and the ability of consultants to meet those needs.

On December 14, 2021, the City Council approved Amendment No.1 to Contract No. 2020-15-CC with Willdan for project management services for a term through and including August 15, 2022, in the amount of Three Hundred and Eighty-Three Thousand Five Hundred and Twenty Dollars (\$383,520). Willdan is currently managing the implementation of several capital projects in addition to providing as-needed engineering services.

On March 8, 2022, the City Council approved Amendment No. 1 to Contract No. 2020-16-CC with KOA, Amendment No. 1 to Contract No. 2020-17-CC with Interwest, and Amendment No. 2 with Willdan extending on call engineering services agreements to June 30, 2023.

On July 27, 2022, the City Council approved Amendment No.2 to Contract No. 2020-16-CC with KOA for As-Needed Engineering Services for a term through and including June 30, 2023.

On December 13, 2022, the City Council approved Amendment No. 3 to Contract No. 2020-15-CC with Willdan increasing and extending project management services by increasing compensation by One Million One Hundred Seventy-Nine Thousand Three Hundred Sixty (\$1,179,360) for project management services for Fiscal Years 2022/23 and 2023/24.

On June 17, 2023, the City Council approved Amendment No. 4 to Contract No. 2020-15-CC with Willdan extending the term through to June 30, 2024, for project management services.

On June 23, 2023, the City Council approved Amendment No.2 to Contract No. 2020-17-CC with Interwest for As-Needed Engineering Services for a term through and including June 30, 2024.

On July 11, 2023, the City Council approved Amendment No. 3 to Contract No. 2020-16-CC with KOA increasing the agreement by \$62,418 in FY 2023/24.

On July 27, 2023, the City Council approved Amendment No. 3 to Contract No. 2020-16-CC with KOA extending the term to June 30, 2024.

- ATTACHMENTS:**
- A. Proposed Amend. No. 4 to Contract No. 2020-16-CC with KOA Corp.
 - B. Proposed Amend. No. 3 to Contract No. 2020-17-CC with Interwest Consulting Group, Inc.
 - C. Proposed Amend. No. 5 to Contract No. 2020-15-CC with Willdan Engineering
 - D. Contract No. 2020-16-CC with KOA Corporation*
 - E. Amend. No. 1 to Contract No. 2020-16-CC with KOA*
 - F. Amend. No. 2 to Contract No. 2020-16-CC with KOA*
 - G. Amend. No. 3 to Contract No. 2020-16-CC with KOA*
 - H. Contract No. 2020-17-CC with Interwest Consulting Group, Inc.*
 - I. Amend. No. 1 to Contract No. 2020-17-CC with Interwest Consulting Group, Inc.*
 - J. Amend. No. 2 to Contract No. 2020-17-CC with Interwest Consulting Group, Inc.*
 - K. Contract No. 2020-15-CC with Willdan Engineering *
 - L. Amend. No. 1 to Contract No. 2020-15-CC with Willdan Engineering*
 - M. Amend. No. 2 to Contract No. 2020-15-CC with Willdan Engineering*
 - N. Amend. No. 3 to Contract No. 2020-15-CC with Willdan Engineering*
 - O. Amend. No. 4 to Contract No. 2020-15-CC with Willdan Engineering*

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

LC:lc

**AMENDMENT NO. 4 TO CONTRACT NO. 2020-16-CC
FOR AS-NEEDED ENGINEERING SERVICES BETWEEN THE CITY OF
SOUTH GATE AND KOA CORPORATION**

This Amendment No. 4 to Contract No. 2020-16-CC for As-Needed Engineering Services ("Amendment No. 4"), is made and entered into on August 13, 2024, 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 February 25, 2020, the City Council approved Contract No. 2020-16-CC with Consultant ("Agreement") for As-Needed Engineering Services for a two-year term through and including February 25, 2022, in the amount of Four Hundred Eighty Thousand Dollars (\$480,000);

WHEREAS, on March 8, 2022, the City Council approved Amendment No. 1 to Contract No. 2020-16-CC with Consultant ("Amendment No. 1") for As-Needed Engineering Services for a term through and including June 30, 2023; and

WHEREAS, on July 27, 2022, the City Council approved Amendment No. 2 to Contract No. 2020-16-CC with Consultant ("Amendment No. 2") for As-Needed Engineering Services for a term through and including June 30, 2024; and

WHEREAS, on July 11, 2023, the City Council approved Amendment No. 3 to Contract No. 2020-16-CC with Consultant ("Amendment No. 3") for a Street Lighting Engineering Study for an increase of compensation of Sixty-Two Thousand, Four Hundred and Eighteen Dollars (\$62,418); and

WHEREAS, the City and Consultant desire to execute Amendment No. 4 extending the term of the Agreement on a month-to-month basis for up to three (3) months, retroactively effective to July 1, 2024, under which the total amount of compensation to be paid by the City to the Consultant shall be based on the services provided at the agreed upon hourly rates identified under the terms and conditions of prior amendments and original Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

a. TERM OF AGREEMENT.

The term of the Agreement shall be extended on a month-to-month basis for up to three (3) months, retroactively effective to July 1, 2024, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

b. SCOPE OF WORK AND COMPENSATION.

The scope of work and the amount of compensation to be paid by the City to Consultant shall be in accordance with Exhibit "A" of Agreement 2020-16-CC.

2. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force and effect. All recitals to this Amendment No. 4 are incorporated into the Agreement as modified by this Amendment No. 4. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Subsection 1.1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Date: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raúl F. Salinas
Raúl F. Salinas, City Attorney

KOA CORPORATON:

By: _____
Guiseppe Canzonieri, Managing Director

Date: _____

**AMENDMENT NO. 3 TO CONTRACT NO. 2020-17-CC
FOR AS-NEEDED ENGINEERING SERVICES BETWEEN THE CITY OF
SOUTH GATE AND INTERWEST CONSULTING GROUP, INC.**

This Amendment No. 3 to Contract No. 2020-17-CC for As-Needed Engineering Services ("Amendment No. 3"), is made and entered into on August 13, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Interwest Consulting Group, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on February 25, 2020, the City Council approved Contract No. 2020-17-CC with Consultant ("Agreement") for As-Needed Engineering Services for a two-year term through and including February 25, 2022, in the amount of Four Hundred Eighty Thousand Dollars (\$480,000);

WHEREAS, on March 8, 2022, the City Council approved Amendment No. 1 to Contract No. 2020-17-CC with Consultant ("Amendment No. 1") for As-Needed Engineering Services for a term through and including June 30, 2023; and

WHEREAS, on January 9, 2024, the City Council approved Amendment No. 2 to Contract No. 2020-17-CC with Consultant ("Amendment No. 2") for As-Needed Engineering Services for a term through and including June 30, 2024; and

WHEREAS, the City and Consultant desire to execute Amendment No. 3 extending the term of the Agreement on a month-to-month basis for up to three months retroactively effective to July 1, 2024, under which the total amount of compensation to be paid by the City to the Consultant shall be based on the services provided at the agreed upon hourly rates identified under the terms and conditions of prior amendments and original Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

a. TERM OF AGREEMENT.

The term of the Agreement shall be extended on a month-to-month basis for up to three (3) months retroactively effective to July 1, 2024, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

b. SCOPE OF WORK AND COMPENSATION.

The scope of work and the amount of compensation to be paid by the City to Consultant shall be in accordance with Exhibit "A" of Agreement 2020-17-CC.

2. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force and effect. All recitals to this Amendment No. 3 are incorporated into the Agreement as modified by this Amendment No. 3. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Subsection 1.1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Date: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: *Raúl F. Salinas* *SG*
Raúl F. Salinas, City Attorney

INTERWEST CONSULTING GROUP, INC:

By: _____
Paul Meschino, President

Date: _____

**AMENDMENT NO. 5 TO CONTRACT NO. 2020-15-CC
FOR AS NEEDED ENGINEERING SERVICES WITH
WILLDAN ENGINEERING**

This Amendment No. 5 to Contract No. 2020-15-CC for As Needed Engineering Services ("Amendment No. 5"), is made and entered into on June 27, 2023, by and between the City of South Gate, a municipal corporation ("City"), and Willdan Engineering, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on February 25, 2020, the City Council approved Contract No. 2020-15-CC with Consultant ("Agreement") for As Needed Engineering Services for a term through and including February 25, 2022, in the amount of Four Hundred Eighty Thousand Dollars (\$480,000);

WHEREAS, on December 14, 2021, the City Council approved Amendment No. 1 with Consultant for project management services for a term through and including August 15, 2022, in the amount of Three Hundred and Eighty-Three Thousand Five Hundred and Twenty Dollars (\$383,520);

WHEREAS, on March 8, 2022, the City Council approved Amendment No. 2 with Consultant extending the term through to June 30, 2023;

WHEREAS, on December 13, 2022, the City Council approved Amendment No. 3 with Consultant increasing compensation by One Million One Hundred Seventy-Nine Thousand Three Hundred Sixty (\$1,179,360) for project management services for Fiscal Years 2022/23 and 2023/24;

WHEREAS, on June 17, 2023, the City Council approved Amendment No. 4 with Consultant extending the term through to June 30, 2024, for project management services; and

WHEREAS, the City and Consultant desire to execute Amendment No. 5 extending the term of the Agreement on a month-to-month basis for up to three (3) months, retroactively effective to July 1, 2024, under which the total amount of compensation to be paid by the City to the Consultant shall be based on the services provided at the agreed upon hourly rates identified under the terms and conditions of prior amendments and original Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

a. TERM OF AGREEMENT.

The term of the Agreement shall be extended on a month-to-month basis for up to three (3)

months, retroactively effective to July 1, 2024, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

b. SCOPE OF WORK AND COMPENSATION.

The scope of work and the amount of compensation to be paid by the City to Consultant shall be in accordance with Exhibit "A" of Agreement 2020-15-CC.

2. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force and effect. All recitals to this Amendment No. 5 are incorporated into the Agreement as modified by this Amendment No. 5. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Subsection 1.1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 5 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Date: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raúl F. Salinas
Raúl F. Salinas, City Attorney

WILLDAN ENGINEERING:

By: _____
Adel Freij, Director of Engineering

Date: _____

JUL 17 2024

FILED 2:15 PM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: July 23, 2024

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Rob Houston

SUBJECT: AMENDMENT NO. 6 TO CONTRACT NO. 2021-70-CC WITH HF&H CONSULTANTS, LLC., FOR SOLID WASTE MANAGEMENT SERVICES.

PURPOSE: To approve Amendment No. 6 to Contract No. 2021-70-CC ("Amendment No. 6") with HF&H Consultants ("HF&H") to extend the contract term through December 31, 2024, to provide solid waste management services and services required for compliance with state regulations. This provides the needed time to prepare a Request for Proposal to procure another contract competitively.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 6 to Contract No. 2021-70-CC with HF&H Consultants, LLC., ("Agreement") to extend the contract term through December 31, 2024, as necessary to provide solid waste management services in an amount not-to-exceed \$78,340;
- b. Appropriating \$78,340 from the Refuse Fund balance to fund Amendment No. 6 to the Agreement; and
- c. Authorizing the Mayor to execute Amendment No. 6 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 6 to the Agreement is in the amount of \$78,340, and it will be funded through the Refuse Collection Fund. The \$78,340 appropriation is from the Refuse Fund balance. The total amount of the revised contract is \$436,384, inclusive of Amendments No. 1, 2, 3, 4 and 5.

ANALYSIS: Contract No. 2021-70-CC with HF&H provides solid waste management services related the City's Franchise Agreement with Universal Waste Systems ("UWS") and services required to comply with SB 1383, AB 1826 and AB 341 reporting requirements, which are complex. The Agreement expired on June 30, 2024; however, services are recommended to be extended to December 31, 2024, under Amendment No. 6.

The City continues to meet regularly with UWS to discuss regional and state regulatory reporting requirements, issues related to the logistic of solid waste collection, transportation, recycling and diversion of materials to landfills, and to discuss the general delivery of solid waste collection services to our commercial and residential communities. UWS Franchise Agreement ("Franchise Agreement") contains extensive service changes such as mandatory organic cart collection for residential customers, mandatory recycling and organic collection service for commercial customers, as well as many other SB 1383 requirements. HF&H provides the expertise to manage

the scope of work required to fulfill the Franchise Agreement contractual terms and conditions and ensure the City complies with SB 1383 reporting requirements. HF&H's continued support and solid waste industry knowledge and expertise is needed to ensure the city meets SB 1383 reporting requirements.

The proposed extension provides staff adequate time to procure another contract competitively. Staff has developed a Request for Proposal ("RFP") for the procurement of a consultant for solid waste management services. The new contract will require solid waste management services related to the management of the City's franchise agreement and services required to comply with SB 1383, AB 1826 and AB 341 reporting requirements

BACKGROUND: On May 11, 2021, the City Council approved Contract No. 2021-70-CC with HF&H for professional services to develop an RFP and manage the competitive selection process to procure a new franchise agreement in the amount of \$150,000. The Agreement included a scope of work to negotiate with one solid waste and recycling services provider.

On June 6, 2022, Amendment No. 1 to the Agreement was approved administratively in the amount of \$13,000 to authorize HF&F to negotiate a "Best and Final" offer with three solid waste and recycling services providers.

On July 12, 2022, the City Council approved Amendment No. 2 to the Agreement in the amount of \$76,600 for solid waste collector transition management services. The services included necessary oversight of the transition from WM to UWS, SB 1383 program development management services, and professional services necessary for compliance with state requirements for AB 341, SB 1383, and AB 1826.

On November 22, 2022, the City Council approved Amendment No. 3 to the Agreement in the amount of \$86,784 to continue solid waste collector transition management services up to June 30, 2023.

On August 8, 2023, the City Council approved Amendment No. 4 to the Agreement in the amount of \$50,000 to continue the solid waste program management services including SB 1383 program management services, and professional services necessary for compliance with state requirements for AB 341, SB 1383, and AB 1826 up to December 31, 2023.

On November 28, 2023, the City Council approved Amendment No. 5 to the Agreement in the amount of \$60,000 to continue solid waste program management services including SB 1383 program management services, and professional services necessary for compliance with state requirements for AB 341, SB 1383, and AB 1826 up to June 30, 2024.

ATTACHMENTS:

- A. Proposed Amendment No. 6
- B. Amendment No. 5
- C. Amendment No. 4
- D. Amendment No. 3
- E. Amendment No. 2
- F. Amendment No. 1
- G. Contract No. 2021-70-CC

JA/GD:lc

**AMENDMENT NO. 6 TO CONTRACT NO. 2021-70-CC
WITH HF&H CONSULTANTS, LLC.,
FOR SOLID WASTE MANAGEMENT SERVICES**

This Amendment No. 6 to Contract No. 2021-70-CC for Solid Waste Management Services ("Amendment No. 6"), is made and entered into on July 23, 2024, by and between the City of South Gate, a municipal corporation ("City"), and HF&H Consultants, LLC., a California limited liability company ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on May 11, 2021, the City Council approved the Agreement to develop a Request for Proposal and manage the competitive selection process to procure a new franchise agreement for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services, in the amount of One Hundred Fifty Thousand Dollars (\$150,000); and

WHEREAS, on June 6, 2022, Amendment No. 1 to the Agreement was approved administratively to add Thirteen Thousand Dollars (\$13,000) to obtain professional services for assistance with the competitive procurement process to secure a solid waste contractor and to negotiate franchise terms and conditions with multiple solid waste service providers; and

WHEREAS, on July 12, 2022, the City Council approved Amendment No. 2 to the Agreement to add Seventy-Six Thousand Six Hundred (\$76,600) Dollars resulting from an increase in scope of service related to Solid Waste Collector Transition Management Services and assist the City with meeting CalRecycle program and reporting requirements; and

WHEREAS, on November 22, 2022, the City Council approved Amendment No. 3 to the Agreement extending the term through June 30, 2023, and adding Eighty-Six Thousand Seven Hundred Eighty-Four (\$86,784) Dollars resulting from an increase in the scope of service for Solid Waste Collector Transition Management Services and assistance the City with meeting CalRecycle program and reporting requirements; and

WHEREAS, On August 9, 2023, the City Council approved Amendment No. 4 to the Agreement extending the term through December 31, 2023, and adding Fifty Thousand Dollars (50,000) to the contract to maintain Solid Waste Management Services and assistance the City with meeting CalRecycle program and reporting requirements related to AB 341, SB 1383, and AB 1826.

WHEREAS, on November 28, 2023, the City Council approved Amendment No. 5 to the Agreement extending the term through June 30, 2024, and adding Sixty Thousand Dollars (\$60,000) for the continuation of solid waste management services and assistance the City with meeting CalRecycle program and reporting requirements related to AB 341, SB 1383, and AB 1826.

WHEREAS, the City and Consultant desire to execute Amendment No. 6 to extend the term of the contract through December 31, 2024, and to add **Seventy-Eight Thousand Three Hundred and Forty Dollars (\$78,340) reflecting the scope of work outlined in Exhibit "A,"** bringing the aggregate total amount of the contract, resulting from Amendments No. 1-5, to a sum of **Four Hundred Fifty Four Thousand Seven Hundred Twenty Four (\$454,724) Dollars.**

NOW, THEREFORE, the parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF WORK.

The City hereby engages Contractor and Contractor 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 Amendment No. 6. The Scope of Services may be mutually amended by both Parties in writing.

1.2 TERM OF AGREEMENT.

The term of the Agreement is in effect through December 31, 2024, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided in the Agreement.

1.3 COMPENSATION.

The amount of compensation paid by City to the Contractor for the work identified in Exhibit "A" shall not exceed **Seventy-Eight Thousand Three Hundred Forty (\$78,340) Dollars.**

2. EFFECT OF AMENDMENTS.

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

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 6 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

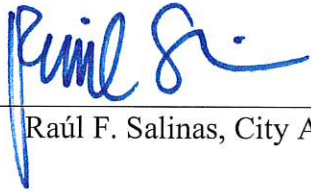
By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raúl F. Salinas, City Attorney

HF&H CONSULTANTS, LCC.:

By: _____
Laith Ezzet, Senior Vice President

Dated: _____

Amendment No. 5
Contract No. 2021-70-CC

**AMENDMENT NO. 5 TO CONTRACT NO. 2021-70-CC
WITH HF&H CONSULTANTS, LLC.,
FOR SOLID WASTE MANAGEMENT SERVICES**

This Amendment No. 5 to Contract No. 2021-70-CC for Solid Waste Management Services ("Amendment No. 5"), is made and entered into on November 28, 2023, by and between the City of South Gate, a municipal corporation ("City"), and HF&H Consultants, LLC., a California limited liability company ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on May 11, 2021, the City Council approved Contract No. 2021-70-CC with Contractor ("Agreement ") to develop a Request for Proposal and manage the competitive selection process to procure a new franchise agreement for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services, in the amount of One Hundred Fifty Thousand Dollars (\$150,000);

WHEREAS, on June 6, 2022, Amendment No. 1 was approved administratively to include a scope of work to negotiate with all three solid waste and recycling service providers in response to the Request for Proposals for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services, in the amount of Thirteen Thousand Dollars (\$13,000);

WHEREAS, on July 12, 2022, Amendment No. 2 was approved by the City Council to include a scope of work to perform Solid Waste Collector Transition Management Services and CalRecycle regulator compliance assistance for the City in the amount of Seventy-Six Thousand Six Hundred Dollars (\$76,600);

WHEREAS, on November 22, 2022, Amendment No. 3 was approved by the City Council to include a scope of work to perform Solid Waste Collector Transition Management Services and CalRecycle regulatory compliance assistance for the City in the amount of Eighty-Six Thousand Seven Hundred Eighty-Four Dollars (\$86,784); and

WHEREAS, On August 9, 2023, the City Council approved Amendment No. 4 to Contract No. 2021-70-CC in the amount of \$50,000 to continue the Solid Waste Program Management services including SB 1383 program management services, and professional services necessary for compliance with state requirements for AB 341, SB 1383, and AB 1826 up to December 31, 2023.

WHEREAS, the City and Consultant desire to execute Amendment No. 5 extending the term of the Agreement through and including June 30, 2024, in an amount not to exceed Sixty Thousand Dollars (\$60,000), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment

5 to a total sum of **Four Hundred Thirty-Six Thousand Three Hundred Eighty-Four Dollars (\$436,384)**.

NOW, THEREFOR, the parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF WORK.

The City hereby engages Contractor and Contractor 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 Amendment No. 5. The Scope of Services may be mutually amended by both Parties in writing.

1.2 TERM OF AGREEMENT.

The term of the Agreement is in effect through the completion of the transition of the new solid waste franchise agreement between the City and the solid waste hauler which transition, and regulatory compliance is estimated to be completed by June 30, 2024. The term is hereby extended through and including June 30, 2024, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided in the Agreement.

1.3 COMPENSATION.

The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **Sixty Thousand Dollars (\$60,000)**.

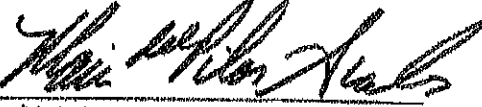
2. EFFECT OF AMENDMENTS.

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

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 5 to be executed and attested by their respective officers hereunto duly authorized.

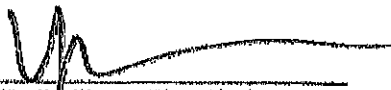
CITY OF SOUTH GATE:

By: 

Maria del Pilar Avalos, Mayor

Dated: 12/5/2022

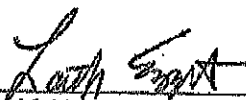
ATTEST:

By: 
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

BF&H CONSULTANTS, LLC.:

By: 
Laith Ezzet, Senior Vice President

Dated: 11/20/2023

Work Plan for Continued Support					
Task Description	Sr. Vice President	Project Manager	Senior Associate	Associate Analyst	Total Hours
1. Prepare meeting agenda, participate in monthly SB 1383 compliance meetings, and prepare meeting notes	6	12	24	-	42
2. Analyze organic and recycling tonnage trends	2	4	10	-	22
3. Monitor Agreement for key SB 1383 compliance requirements	4	8	16	-	28
4. Prepare for and attend LARA Meetings, if requested	-	-	16	-	16
5. SB 1383 Regulatory Compliance and Assistance with CalRecycle Matters	2	2	16	-	20
6. Assist the City with preparing the Electronic Annual Report (EAR)	-	8	12	4	24
7. Monitor and review SB 1383 Public Education & Outreach	-	4	10	-	22
8. Review UNVS annual waste review methodology for SB 1383 and review summary results	-	4	8	-	12
9. Review the City's approach towards 2024 Organics Procurement requirement under SB 1383	3	-	12	-	15
10. Assist the City With Organic Waste and Edible Food Recovery Capacity Planning deliverables due to LA County and	-	2	10	4	16
11. Additional compliance tasks as assigned	6	6	16	7	35
Hours	23	50	164	16	262
Fees	\$ 7,935	\$ 12,960	\$ 39,080	\$ 2,925	\$ 62,899
Hourly Rate	\$ 345	\$ 259	\$ 220	\$ 185	
Expenses					
Total Fees & Expenses (6 months, January 1, 2024 - June 30, 2024)					\$ 110
City Option for FY 2024-25 (July 1, 2024 - June 30, 2025)					\$ 60,000
					\$ 120,000

*Tasks may be performed subject to available budget. Hours may be shifted among tasks and staff.

Amendment No. 4
Contract No. 2021-70-CC

**AMENDMENT NO. 4 TO CONTRACT NO. 2021-70-CC
WITH HF&H CONSULTANTS, LLC.,
FOR SOLID WASTE MANAGEMENT SERVICES**

This Amendment No. 4 to Contract No. 2021-70-CC for Solid Waste Management Services ("Amendment No. 4"), is made and entered into on August 9, 2023, by and between the City of South Gate, a municipal corporation ("City"), and HF&H Consultants, LLC., a California limited liability company ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on May 11, 2021, the City Council approved Contract No. 2021-70-CC with Contractor ("Agreement") to develop a Request for Proposal and manage the competitive selection process to procure a new franchise agreement for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services, in the amount of One Hundred Fifty Thousand Dollars (\$150,000);

WHEREAS, on June 6, 2022, Amendment No. 1 was approved administratively to include a scope of work to negotiate with all three solid waste and recycling service providers in response to the Request for Proposals for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services, in the amount of Thirteen Thousand Dollars (\$13,000);

WHEREAS, on July 12, 2022, Amendment No. 2 was approved by the City Council to include a scope of work to perform Solid Waste Collector Transition Management Services and CalRecycle regulator compliance assistance for the City in the amount of Seventy-Six Thousand Six Hundred Dollars (\$76,600); and

WHEREAS, on November 22, 2022, Amendment No. 3 was approved by the City Council to include a scope of work to perform Solid Waste Collector Transition Management Services and CalRecycle regulatory compliance assistance for the City in the amount of Seventy-Six Thousand Six Hundred Dollars (\$86,784); and

WHEREAS, the City and Consultant desire to execute Amendment No. 4 extending the term of the Agreement through and including December 31, 2023, in an amount not to exceed Fifty Thousand Dollars (\$50,000), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 and Amendment No. 4 to a total sum of **Three Hundred Seventy-Six Thousand Three Hundred Eighty-Four Dollars (\$376,384)**.

NOW, THEREFORE, the parties hereby agree as follows:

1. SCOPE OF WORK.

The City hereby engages Contractor and Contractor 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 Amendment No. 4. The Scope of Services may be mutually amended by both Parties in writing.

2. TERM OF AGREEMENT.

The term of the Agreement is in effect through the completion of the transition of the new solid waste franchise agreement between the City and the solid waste hauler which transition, and regulatory compliance is estimated to be completed by December 31, 2023. The term is hereby extended through and including December 31, 2023, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided in the Agreement.

3. COMPENSATION.

The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **Fifty Thousand Dollars (\$50,000)**.

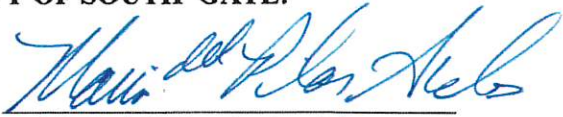
4. EFFECT OF AMENDMENTS.

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

[Remainder of page left blank intentionally.]

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

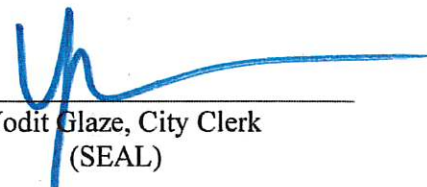
CITY OF SOUTH GATE:

By: 

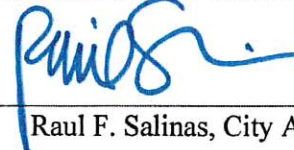
Maria del Pilar Avalos, Mayor

Secretaria signed a
Dated: 09/07/2023

ATTEST:

By: 
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

HF&H CONSULTANTS, LCC.:

By: 
Laith Ezzet, Senior Vice President

Dated: 8/10/2023

City of South Gate

Work Plan for Continued Support July 1, 2023 - December 31, 2023					
Task Description	Sr. Vice President	Project Manager	Senior Associate	Associate Analyst	Total Hours
1. Prepare meeting agenda, participate in monthly meetings and prepare meeting	6	12	24	-	42
2. Analyze tonnage trends	2	4	16	-	22
3. Monitor Agreement for key compliance requirements	4	4	16	-	24
4. Prepare for, Attend, and Recap Quarter 3 and Quarter 4 LARA Meetings	-	-	12	-	12
5. Review (3) CAP reports and attend (3) bi-monthly meetings w/CalRecycle	2	3	15	-	20
6. Review Hauler Annual Rate Adjustment Request	2	8	-	12	22
7. Monitor and Review Public Education & Outreach	-	2	12	-	14
8. Review proposed route audit methodology and results	2	-	8	-	10
9. Review the City's approach towards Organics Procurement requirement	3	-	12	-	15
10. Review the City's approach for Tier 1 Edible Food Generator compliance	-	-	12	-	12
11. Discuss City's approach for the Implementation Record	2	-	10	2	14
12. Additional compliance tasks as assigned	2	2	8	-	12
Hours	25	35	145	14	219
Fees	\$ 8,225	\$ 8,715	\$ 30,450	\$ 2,590	\$ 49,980
Hourly Rate	\$ 329	\$ 249	\$ 210	\$ 185	
Expenses					\$ 20
Total Fees & Expenses					\$ 50,000
*Tasks may be performed subject to available budget. Hours may be shifted among tasks and staff.					

AMENDMENT NO. 3 TO CONTRACT NO. 2021-70-CC WITH HF&H CONSULTANTS, LLC., FOR SOLID WASTE MANAGEMENT SERVICES

This Amendment No. 3 to Contract No. 2021-70-CC for Solid Waste Management Services ("Amendment No. 3"), is made and entered into on November 22, 2022, by and between the City of South Gate, a municipal corporation ("City"), and HF&H Consultants, LLC., a California limited liability company ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RÉCITALS

WHEREAS, on May 11, 2021, the City Council approved Contract No. 2021-70-CC with Contractor ("Agreement") to develop a Request for Proposal and manage the competitive selection process to procure a new franchise agreement for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services, in the amount of One Hundred Fifty Thousand Dollars (\$150,000);

WHEREAS, on June 6, 2022, Amendment No. 1 was approved administratively to include a scope of work to negotiate with all three solid waste and recycling service providers in response to the Request for Proposals for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services, in the amount of Thirteen Thousand Dollars (\$13,000);

WHEREAS, on July 12, 2022, Amendment No. 2 was approved by the City Council to include a scope of work to perform Solid Waste Collector Transition Management Services and CalRecycle regulator compliance assistance for the City in the amount of Seventy-Six Thousand Six Hundred Dollars (\$76,600); and

WHEREAS, the City and Consultant desire to execute Amendment No. 3 extending the term of the Agreement through and including June 30, 2023, in an amount not to exceed Eighty-Six Thousand Seven Hundred Eighty-Four Dollars (\$86,784), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 to a total sum of Three Hundred Twenty-Six Thousand Three Hundred Eighty-Four Dollars (\$326,384).

NOW, THEREFORE, the parties hereby agree as follows:

1. SCOPE OF WORK.

The City hereby engages Contractor and Contractor 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 Amendment No. 3. The Scope of Services may be mutually amended by both Parties in writing.

2. TERM OF AGREEMENT.

The term of the Agreement is in effect through the completion of the transition of the new solid waste franchise agreement between the City and the solid waste hauler which

transition is estimated to be completed by February 28, 2023. The term is hereby extended through and including June 30, 2023, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided in the Agreement.

3. COMPENSATION.

The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **Eighty-Six Thousand Seven Hundred Eight-Four Dollars (\$86,784)**.

4. EFFECT OF AMENDMENTS.

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

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

Dated: 12-13-2022

ATTEST:

By: [Signature]
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

HF&H CONSULTANTS, LCC.:

By: Laith Ezzet
Laith Ezzet, Senior Vice President

Dated: 12/1/2022

City of South Gate

Remaining Tasks Budget Work Plan for Transition Assistance and Other Support through February 28, 2023					
Task Description	Sr. Vice President	Sr. Project Manager	Sr. Associate	Associate	Total Hours
1. Transition Assistance					
1A Review Fulfillment of Contractor's Obligations	-	-	2	4	6
1B Review and Comment on of UWS and City Transition Public Education	-	2	22	-	24
1C Review Reporting Forms	-	1	2	8	11
1D Review Customer Billing Format and Fee Calculations	2	2	4	4	12
1E Council Meeting Attendance	-	2	2	-	4
1F Bi-Weekly Virtual Transition Meetings and Meeting Notes	9	11	30	44	94
1G Other Transition Support	2	4	16	8	30
Subtotal: Task 1 Hours	13	22	78	68	181
Task 1 Fees	\$ 3,965	\$ 6,380	\$ 17,560	\$ 11,408	\$ 39,303
Fees In Excess of Budget at October 20, 2022					\$ 2,136
Total Transition Assistance Fees					\$ 41,438
2. Other Support					
2A CalRecycle Support (CAP, CalRecycle meetings)	-	2	4	12	18
2B Prepare for, Attend, and Recap Quarterly LARA Meetings	-	-	4	-	4
2C Additional Regulatory and Solid Waste Support	-	6	32	12	50
2D Reviewing UWS' monthly report submittals	-	-	5	8	13
2E Review UWS and City Public Education	-	-	10	-	10
Subtotal: Task 2 Hours	-	8	55	32	95
Task 2 Fees	\$ -	\$ 2,320	\$ 12,375	\$ 5,408	\$ 20,103
Hourly Rate	\$ 305	\$ 290	\$ 225	\$ 169	
Total Fees	\$ 3,965	\$ 8,700	\$ 29,925	\$ 16,816	\$ 61,541

City of South Gate

Remaining Tasks Budget Work Plan for Transition Assistance and Other Support through February 28, 2023					
Task Description	Sr. Vice President	Sr. Project Manager	Sr. Associate	Associate	Total Hours
1. Transition Assistance					
1A Review Fulfillment of Contractor's Obligations	-	-	2	4	6
1B Review and Comment on of UWS and City Transition Public Education	-	2	22	-	24
1C Review Reporting Forms	-	1	2	8	11
1D Review Customer Billing Format and Fee Calculations	2	2	4	4	12
1E Council Meeting Attendance	-	2	2	-	4
1F Bi-Weekly Virtual Transition Meetings and Meeting Notes	9	11	30	44	94
1G Other Transition Support	2	4	16	8	30
Subtotal: Task 1 Hours	13	22	78	68	181
Task 1 Fees	\$ 3,965	\$ 8,380	\$ 17,550	\$ 11,408	\$ 39,303
Fees In Excess of Budget at October 20, 2022					\$ 2,135
Total Transition Assistance Fees					\$ 41,438
2. Other Support					
2A CalRecycle Support (CAP, CalRecycle meetings)	-	2	4	12	18
2B Prepare for, Attend, and Recap Quarterly LARA Meetings	-	-	4	-	4
2C Additional Regulatory and Solid Waste Support	-	6	32	12	50
2D Reviewing UWS' monthly report submittals	-	-	5	8	13
2E Review UWS and City Public Education	-	-	10	-	10
Subtotal: Task 2 Hours	-	8	55	32	95
Task 2 Fees	\$ -	\$ 2,320	\$ 12,375	\$ 5,408	\$ 20,103
Hourly Rate	\$ 305	\$ 290	\$ 225	\$ 169	
Total Fees	\$ 3,965	\$ 8,700	\$ 29,925	\$ 16,816	\$ 61,541

City of South Gate

Tasks Budget Work Plan for Other Continued Support March 1, 2023- June 30, 2023				
Task Description	Sr. Vice President	Project Manager	Senior Associate	Total Hours
3. Other Continued Support				
3A CalRecycle Support (CAP, CalRecycle meetings)	1	6	8	15
3B Prepare for, Attend, and Recap Quarterly LARA Meetings	-	8	-	8
3C Additional Regulatory and Solid Waste Support	8	40	36	84
Subtotal: Task 3 Hours	9	54	44	107
Task 3 Fees	\$ 2,817	\$ 13,230	\$ 9,196	\$ 25,243
Hourly Rate	\$ 313	\$ 245	\$ 209	

**AMENDMENT NO. 2
TO CONTRACT NO. 2021-70-CC WITH HF&H
FOR PROFESSIONAL SERVICES FOR
ASSISTANCE WITH THE COMPETITIVE
PROCUREMENT FOR A SOLID WASTE
CONTRACTOR**

This Amendment No. 2 to Contract No. 2021-70-CC for Professional Services for assistance with the competitive procurement for an exclusive solid waste contractor ("Amendment No. 2"), is made and entered into on July 12, 2022, by and between the City of South Gate, a municipal corporation ("City"), and HF&H Consultants, LLC., a California limited liability company ("Consultant"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on May 11, 2021, the City Council approved Contract No. 2021-70-CC with Contractor ("Agreement") for professional services to develop a Request for Proposal and manage the competitive selection process to procure a new franchise agreement for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services, in the amount of One Hundred Fifty Thousand Dollars (\$150,000).

WHEREAS, Amendment No. 1 included a scope of work to negotiate with all with three solid waste and recycling services providers in response to the Request for Proposals for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services, in the amount of thirteen thousand dollars (\$13,000).

WHEREAS, the City and Consultant desire to execute Amendment No. 2 for professional services in the amount of Seventy-Six Thousand Six Hundred Dollars (\$76,600), in accordance with services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No.1 to a total sum of Two Hundred Thirty-nine Thousand Six Hundred Dollars (\$239,600).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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 Amendment No. 2. The Scope of Services may be mutually amended from time to time by both Parties in writing.

2. TERM OF AGREEMENT.

The term of the Agreement shall be extended and will remain in effect through the transition of the new solid waste franchise agreement between the City and the solid waste hauler, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided in the Agreement, however, terminating no later than June 30, 2023.

3. COMPENSATION.

The amount of compensation to be paid by City to Consultant for the work identified in Exhibit "A" shall not exceed **Seventy-Six Thousand Six Hundred Dollars (\$76,600)**.

4. EFFECT OF AMENDMENTS.

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

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

[Remainder of page left blank intentionally.]

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

Dated: 07/19/2022

ATTEST:

By: [Signature]
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

CONSULTANT:

By: Luth Ezzet
Luth Ezzet, Senior Vice President

Date: 7/13/2022



HF&H CONSULTANTS, LLC

Managing Tomorrow's Resources Today

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Irvine, California 92612
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www.hfh-consultants.com

Robert D. Hilton, Emeritus
John W. Farnkopf, PE
Laith B. Ezzet, CMC
Richard J. Simonson, CMC
Marva M. Sheehan, CPA
Robert C. Hilton, CMC

July 6, 2022

Mr. Chris Jeffers
City Manager
City of South Gate
8650 California Avenue
South Gate, California 90280

Addendum #2 to Professional Services Agreement for Solid Waste Consulting Services

Dear Mr. Jeffers:

As requested, we have provided a scope of services and fee estimate to perform solid waste collector transition management services and CalRecycle regulatory compliance assistance for the City of South Gate (City). We have also included a fee estimate of \$5,000 to complete our negotiations assistance which outlines the additional tasks performed which were outside the original scope which have impacted our budget. The total cost for both services is \$76,600.

The City selected Universal Waste Systems (UWS) at the Special City Council Meeting on June 27, 2022. We will initiate the transition management services upon approval of our scope of work and fee estimate, and execution of the new Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services Agreement (Agreement).

We believe that HF&H brings the following qualifications and benefits to the City:

1. ***We are an industry recognized thought-leader in environmental strategic planning, goal setting, policy development and program implementation.*** Clients of HF&H receive innovative and pragmatic solid waste and recycling plans that have been developed with decade's worth of diverse experience. Our pioneer role in the zero-waste planning field, assisting communities such as the cities of San Diego, Santa Monica, and Livermore, and the County of San Diego, has provided us with an unmatched menu of services and programs, as well as unrivaled implementation experience. This range of experience allows us to develop both short and long-term goals that meet the specific needs of our clients, while maintaining a realistic understanding of the impacts on client costs and diversion.
2. ***HF&H is regarded as the industry expert for SB 1383 compliance.*** In 2019, CalRecycle engaged HF&H to develop a stakeholder input group and create Model SB 1383 Implementation Tools and Guidance. These model tools were developed to support jurisdictions and other regulated entities across the state with implementing programs and policies to reach compliance with SB 1383 regulations. The model tools include a Model Enforcement Ordinance, Model Procurement Policy, Model Franchise Agreement, and Model Food Recovery Agreement. In total, HF&H has worked with over 70 communities throughout California, representing over 7 million residents, continuously



Mr. Chris Jeffers

July 6, 2022

Page 2

adapting compliance to fit a variety of real-world conditions. Our range of experience supporting California jurisdictions with SB 1383 includes, but is not limited to, strategic planning, cost modeling, sole source and competitive procurements, ordinance development, and engagement in the regulatory process.

3. ***We identify the individual needs of our clients.*** At HF&H we partner with key stakeholders, including City Council, City staff, residents, and other applicable parties, to set measurable, achievable goals. The purpose of these goals is to meet the specific needs of the community and achieve regulatory compliance while minimizing the financial impact on ratepayers. Again, our experience has helped us develop a vast array of facilitation methods, including online surveys, webinars, live streams, and council workshops. HF&H staff includes SWANA and CRRA certified zero waste instructors.
4. ***HF&H does not provide solid waste consulting services to waste haulers.*** HF&H exclusively provides consulting services to municipalities for the better interest of our clients and to avoid potential conflicts of interest that may arise in firms that attempt to serve public agencies and haulers. We believe this independence is particularly important for managing a successful transition of service providers. Additionally, our municipal focus ensures that we are aware of the unique requirements of public officials.

Thank you for the opportunity to provide you with this information. We look forward to the opportunity to continue our partnership with the City. If you have any questions, please contact Debbie Morris at (949) 251-1106 or dmorris@hfh-consultants.com.

Very truly yours,

Laila Ezzet, CMC
Senior Vice President

Debbie Morris, CMC
Senior Manager

Attachments:

1. Scope of Work and Fee Estimate to Provide Solid Waste Collector Transition Management Services and Additional Funds to Complete Negotiation Assistance

**Scope of Work and Fee Estimate to Provide Solid Waste Collector Transition Management
and CalRecycle Regulatory Compliance Services**

SCOPE OF WORK

The City's new Agreement contains extensive service changes, including a cart for new organics collection at residential premises, mandatory commercial recycling and organics services, as well as many other requirements due to the requirements of Senate Bill 1383. Additionally, UWS will be assuming responsibility for residential billing which is currently performed by Golden State Water on behalf of the City. The tasks below outline our approach to providing service transition and CalRecycle regulatory compliance assistance.

Task 1: Track Submittal of Contractually Required Fees and Documents

The Agreement contains items to be provided to the City in a short timeframe upon execution of the Agreement. These items include, but are not limited to:

- Contracting Fee
- Insurance Certificates
- Performance Bond and Letter of Credit
- Corporate Guaranty
- Notary Certification
- Contractor's Implementation Plan
- Environmentally Preferable Purchasing Policy
- AB 341 and SB 1383 Implementation Plan

HF&H will prepare a complete list of all items and track submittal by the UWS using information and documents forwarded to us by the City and UWS.

***Task 1A: Review Contractor's Implementation Plan and Schedule, and AB 341/SB 1383
Implementation Plan***

In order to work toward a successful transition, it is imperative to have a comprehensive implementation plan and schedule. UWS is required to submit an implementation plan and schedule which HF&H will review and meet and confer with UWS and City staff to ensure that this will meet the contractual requirements and ensure that services will be provided by January 1, 2023.

Additionally, UWS is required to submit an AB 341/SB 1383 implementation plan. The City adopted the mandatory recycling and organics program ordinance which requires all generators of organic waste to have an organics waste program. This implementation plan should include the development of public education and outreach, a schedule of site visits to be performed, and a strategic services roll-out plan. HF&H will review the proposed plan to ensure that it is complete and provide feedback.

Both of these implementation plans will be tracked by HF&H during the transition period.

Task 1B: Review and Revision of Public Outreach Materials

A successful transition will require thoughtful and accurate public education and outreach. Exhibit C of the Agreement includes newspaper articles, initial mailings, community workshops, recycling guides, printed public education materials, website content development, and a dedicated web site page for City-specific information, all of which will need to be developed by UWS prior to the transition of services.

HF&H will review drafts of public education and outreach materials proposed by UWS for accuracy and consistency with the provisions of the Agreement.

Task 1C: Review Reporting Forms

The City's Agreement requires UWS to submit monthly, quarterly, and annual reports. SB 1383 requires a substantial amount of data that must be submitted by jurisdictions, some of which must be available within 10 days of request by CalRecycle. In order to ensure proper reporting of the information required in the Agreement and SB 1383, HF&H will review UWS' reporting forms for consistency with the Agreement requirements.

Task 1D: Review Customer Billing Format and Review Accuracy of City Fee Calculation

The City's Agreement requires UWS to provide residential and commercial billing services for the City. HF&H will review the proposed format for customer invoices for consistency with the Agreement requirements, and review UWS' calculation of City fees contained in the initial monthly fee report remitted to the City for consistency with the calculation methodology identified in the Agreement.

Task 1E: Bi-Weekly Virtual Transition Meetings

In order to ensure that transition tasks stay on schedule and to resolve issues as they arise, HF&H will prepare for and attend bi-weekly (every other week), virtual transition meetings with UWS and City staff during the service transition period.

Task 2: Mandatory Commercial Recycling and Organics Regulation Compliance

HF&H will track the progress of customer compliance with the SB 1383 mandatory programs. Additionally, HF&H will:

- Assist the City by preparing and submitting, for City approval, public education and outreach materials to encourage participation in the source separated recyclables and organics collection programs.
- Review program participation levels and UWS's outreach and discuss findings during the bi-weekly transition meetings with UWS and the City.
- Prepare documentation to be included with the City's Electronic Annual Report (EAR) submitted to CalRecycle, and assist the City in responding to other inquiries by CalRecycle.
- Brief the City on new updates to key recycling legislation.

Task 3: SB 1383 Assistance

In addition to the SB 1383 compliance tasks included in Task 2, HF&H will perform the following to assist the City in complying with SB 1383:

ATTACHMENT 1

- Review information provided by UWS to confirm that they provide their customers with information on properly separating materials, organic waste prevention, on-site recycling, methane reduction benefits, how to recycle organic waste, self-haul requirements, and edible food donation.
- Review public education and outreach information for edible food generators. This information will be distributed by the City to the Tier One and Tier Two Edible Food Generator lists provided by UWS.
- HF&H will prepare for the City's review the annual SB 1383 compliance report required by 14 CCR 18994.2 based on information available to us. HF&H will submit this electronic report to CalRecycle on behalf of the City by October 1, 2022, and August 1 annually, thereafter.
- In the event that HF&H is retained beyond the transition period we will maintain all electronic implementation records provided to us in Sharepoint so that they may be accessed by CalRecycle within ten business days of request (14 CCR 18995.2).

Task 4: CalRecycle Electronic Annual Report

1. HF&H will prepare the City's Electronic Annual Report to CalRecycle which will include documentation of diversion program activities conducted throughout the specified year, as well as a calculation of numerical compliance with diversion mandates.
2. HF&H will assist with any additional reports required by CalRecycle.
3. HF&H will assist the City by responding to questions from CalRecycle, and prepare for and participate in the annual conference calls and meetings with CalRecycle.

Additional Funds to Complete Negotiation Assistance

The City approved Amendment 1 to our consulting agreement for \$13,000 to negotiate with an additional two proposers. These funds have been expended. HF&H has been requested to provide additional tasks which were not anticipated in our original fee estimate, and we are requesting an additional \$5,000 to complete the engagement. This estimate assumes that there will be no further negotiations with the selected proposer subsequent to the selection by City Council and the selected proposer's Agreement will only be updated to reflect the proposer's name in certain sections of the Agreement, inclusion of the approved facilities, and the previously proposed enhancements.

Tasks performed outside of the original scope and fee estimate:

- Individual meetings with the City Council members to review the initial evaluation report and the updated evaluation report.
- Updating the rate revenue analysis, evaluation report and presentation tables to reflect the City's solid rates that go into effect July 1, 2022 under the existing Waste Management franchise agreement
- One additional City Council meeting to select the hauler prior to approval of the Agreement. Our scope included one City Council meeting to present the evaluation report, and one City Council for the approval of the final Agreement.

Term

The term for the transition services shall commence upon award of the new waste hauler franchise agreement, anticipated on July 12, 2022, and continue until the available budget is utilized.

Fees

We will perform the scope of work based on time and materials at the hourly rates contained in our existing agreement with the City. The estimated cost for this scope of work is \$71,600 plus \$5,000 for the additional negotiation assistance. Our actual costs could be higher or lower than estimated depending on the level of support requested by the City. We will notify you in writing if additional budget is required, and we will not proceed prior to obtaining written authorization should a budget adjustment be required. We will bill the City once per month based on the number of hours worked multiplied by our hourly billing rates, plus expenses incurred. Payment is due within 30 days of invoicing.

Workplan

Task Description	Sr. Vice President	Sr. Project Manager	Sr. Associate	Associate	Total Hours
1. Transition Assistance					
1A Review Contractor's Implementation Plans and Schedule	1	8	8	16	33
1B Review and Revision of Transition Public Education		8	8	16	32
1C Review Reporting Forms	1	4	8	8	21
1D Review Customer Billing Format and Fee Calculations	1	2	4	4	11
1E Bi-Weekly Virtual Transition Meetings	-	16	20	26	62
Subtotal: Task 1 Hours	3	38	48	70	159
Task 1 Fees	915	11,020	10,800	11,830	34,565
2. Mandatory Commercial Recycling and Organics Regulation Compliance					
2A Prepare public education and outreach materials	-	2	2	8	12
2B Review program participation	1	4	2	6	13
2C Brief City on program updates	-	4	-	-	4
Subtotal: Task 2 Hours	1	10	4	14	29
Task 2 Fees	\$ 305	\$ 2,900	\$ 900	\$ 2,366	\$ 6,471
3 SB 1383 Assistance					
3A Review public education and outreach to Tier 1 and Tier edible food generators	-	-	6	16	22
3B Prepare annual compliance report	-	4	8	40	52
3C Maintain implementation records	-	2	8	32	42
Subtotal: Task 3 Hours	-	6	22	88	116
Task 3 Fees	\$ -	\$ 1,740	\$ 4,950	\$ 14,872	\$ 21,562
4 CalRecycle Assistance					
4A Prepare Electronic Annual Report	-	-	6	16	22
4A Respond to questions from CalRecycle and prepare for and participate in annual meetings	-	4	4	16	24
Subtotal: Task 4 Hours	-	4	10	32	46
Task 4 Fees	\$ -	\$ 1,160	\$ 2,250	\$ 6,408	\$ 8,818
Additional Funds to Complete Negotiation Assistance					
Hours	2	9	8	-	19
Fees	\$ 610	\$ 2,590	\$ 1,800	\$ -	\$ 5,000
Total Hours	6	67	92	204	369
Hourly Rate	\$ 305	\$ 290	\$ 225	\$ 169	
Subtotal	\$ 1,830	\$ 19,410	\$ 20,700	\$ 34,476	\$ 76,416
Expenses					\$ 184
Total Fees and Expenses					\$ 76,600

* Hours may be shifted among tasks

Limitations

- City staff will be responsible for resolving disputes, if any, between the UWS and the previous waste hauling contractor.

**AMENDMENT NO. 1
TO CONTRACT NO. 2021-70-CC WITH HF&H
FOR PROFESSIONAL SERVICES FOR
ASSISTANCE WITH THE COMPETITIVE
PROCUREMENT FOR A SOLID WASTE
CONTRACTOR**

This Amendment No. 1 to Contract No. 2021-70-CC for Professional Services for assistance with the competitive procurement for an exclusive solid waste contractor ("Amendment No. 1"), is made and entered into on June 6, 2022, by and between the City of South Gate, a municipal corporation ("City"), and HF&H Consultants, LLC., a California corporation ("Consultant"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on May 11, 2021, the City Council approved Contract No. 2021-70-CC with Contractor ("Agreement") for professional services to develop a Request for Proposal and manage the competitive selection process to procure a new franchise agreement for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services, in the amount of One Hundred Fifty Thousand Dollars (\$150,000).

WHEREAS, the Agreement includes a scope of work to negotiate with one solid waste and recycling services provider, however, on April 19, 2022, the City Council provided direction to negotiate a "Best and Final" offer with three solid waste and recycling services providers in response to the Request for Proposals for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services.

WHEREAS, the City and Consultant desire to execute Amendment No. 1 for professional services to negotiate with two additional solid waste and recycling services providers, for a total of three, in an amount not to exceed Thirteen Thousand Dollars (\$13,000), in accordance with services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No.1 to a total sum of One Hundred Sixty-Three Thousand Dollars (\$163,000).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. COMPENSATION.

The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed **Thirteen Thousand Dollars (\$13,000)**.

2. 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 Amendment No. 1. The Scope of Services may be mutually amended from time to time by both Parties in writing

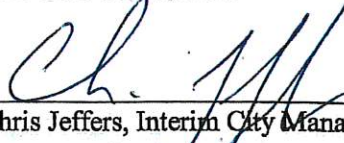
3. EFFECT OF AMENDMENTS.

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

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

[Remainder of page left blank intentionally.]

CITY OF SOUTH GATE:

By:  
Chris Jeffers, Interim City Manager

Dated: 6/7/22

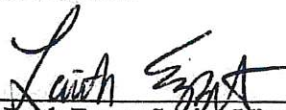
ATTEST:

By: 
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

CONSULTANT:

By: 
Laith Ezzet, Senior Vice President

Date: _____



Managing Tomorrow's Resources Today

2081 Business Center Dr., Suite 265
Irvine, CA 92612
Telephone: 949/251-8628
www.hfh-consultants.com

Robert D. Hilton, Emeritus
John W. Farnkopf, PE
Laith B. Ezzet, CMC
Richard J. Simonson, CMC
Marva M. Sheehan, CPA
Robert C. Hilton, CMC

May 10, 2022

Mr. Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
Ms. Gladis Deras
Senior Engineer
City of South Gate
Department of Public Works
8650 California Avenue, South Gate, CA 90280

Subject: Contract No. 2021-70-CC Request for Additional Funds

Dear Mr. Cervantes and Ms. Deras,

HF&H Consultants, LLC (HF&H) appreciates the opportunity to continue to assist the City of South Gate (City) with its competitive procurement for solid waste services.

The City received three proposals from qualified solid waste providers in response to the request for proposals for Recycling, Organics, and Solid Waste Collection and Recycling, Organics, and C&D Processing Services. During the April 19, 2022 City Council Study Session, City Council directed City staff to negotiate with all three proposing companies.

HF&H's approved Fee Estimate included in Contract No. 2021-70-CC between the City of South Gate (City) and HF&H provides for a budget increase of \$6,500 for each additional agreement negotiated above one. This will increase our budget by \$13,000 for a total budget of \$163,000.

The workplan below includes the additional tasks and budget.

Workplan

Task	Description	Sr. Vice President \$306	Senior Manager \$290	Senior Associate \$225	Associate Analyst \$160	Total Hours*
1	Analyses of Best and Final Rate Proposals	8	4	8	2	22
2	Update Evaluation Report	4	8	4	2	18
3	Attend One Additional Council Meeting to Select Proposer for Final Negotiations	4	4	0	0	8
Total Hours		16	16	12	4	48
Total Fees		\$ 4,896	\$ 4,640	\$ 2,700	\$ 640	\$ 12,876
Expenses						\$ 124
Total Fees and Expenses						\$ 13,000

* Hours may be shifted among tasks



Mr. Art Cervantes, and Ms. Gladis Deras
May 10, 2022
Page 2 of 2

* * * * *

If you have any questions regarding the workplan, please do not hesitate to contact Debbie Morris directly at (949) 251-1106 or dmorris@hfh-consultants.com.

Sincerely,

HF&H CONSULTANTS, LLC

A handwritten signature in black ink, reading 'Laith Ezzet'.

Laith Ezzet, CMC
Senior Vice President

A handwritten signature in black ink, reading 'Debbie Morris'.

Debbie Morris, CMC
Senior Project Manager

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ASSISTANCE WITH THE COMPETITIVE PROCUREMENT FOR
AN EXCLUSIVE SOLID WASTE CONTRACTOR BETWEEN
THE CITY OF SOUTH GATE AND HF&H CONSULTANTS, LLC.**

This Agreement for Professional Services for assistance with the competitive procurement for an exclusive solid waste contractor ("Agreement"), is made and entered into on May 12, 2021, by and between the City of South Gate, a municipal corporation ("City"), and HF&H Consultants, LLC, a California limited liability corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain professional services for assistance with the competitive procurement for an exclusive solid waste contractor;

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation paid by the City to Consultant for this Agreement shall not exceed the sum of **One Hundred Fifty Thousand Dollars (\$150,000)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Public Works.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
 - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

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

3. **TERM OF AGREEMENT.** This Agreement is **effective as of May 12, 2021, and will remain in effect through the execution of a new exclusive solid waste franchise agreement** between the City and a solid waste hauler, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

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

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

5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.

6. **GENERAL TERMS AND CONDITIONS.**

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

6.2 **Termination for Cause.**

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

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
 - b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- 6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.
- 6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.4 Non-Discrimination.**
- 6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry,

sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled or materially changed 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, including Exhibit "A" attached hereto which is incorporated herein by this reference, 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
Carmen Avalos
City Clerk
8650 California Avenue
South Gate, CA 90280
E-mail: cavalos@sogate.org

TO CONSULTANT:

HF&H Consultants, LLC.
Laith Ezzet, CMC
Senior Vice President
19200 Von Karman Avenue
Suite 360
Irvine, CA 92612
E-mail: lezzet@hfh-consultants.com

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

[Remainder of page left blank intentionally]

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

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

Dated: 06-02-21

ATTESTED:

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

APPROVED AS TO FORM:

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

HF&H CONSULTANTS, LLC:

By: Laith Ezzet
Laith Ezzet, Senior Vice President

Dated: 5/20/2021

Fee Estimate – Competitive RFP Process

We will perform the scope of work for the competitive procurement submitted to the City of South Gate on February 25, 2019, based on time and materials. The estimated total budget is \$150,000. Our actual costs could be higher or lower than this amount, depending on the complexity of the City's contracting process, the number of proposals to be evaluated, the number of negotiation sessions required, and other factors that cannot be precisely estimated in advance.

The proposed work plan includes preparation of an integrated residential and commercial RFP, gathering operating data, soliciting proposals, conducting a pre-proposal conference, evaluating up to four proposals, participating in the negotiation sessions identified in the work plan, and finalizing an agreement with one proposer. Should more than four proposals be submitted, we estimate that the budget will increase by \$5,900 per proposal. If agreements are finalized with more than one proposer, our cost will increase by \$6,500 for each additional agreement.

The work plan on the next page itemizes hours by task and staff classification. Hours may be shifted among tasks and staff.

Solid Waste Agreement Competitive Procurement Work Plan

Task Description	Sr. Vice President/ President	Sr. Project Manager	Staff	Total Hours/Fees
1. Gather and Review Operating Data				
A. Develop data collection forms, and excel worksheets to document the data submitted by City and Waste Management	8	8	14	30
Subtotal: Task 1 Hours	8	8	14	30
2. Prepare and Issue Request for Proposals				
A. Prepare service specifications, draft RFP and agreement	20	80	24	124
B. Revise documents after review by City Attorney, other City staff, and potential proposers	8	16	-	24
C. Attend Council meeting to approve RFP package	5	5	-	10
D. Prepare for and attend proposers' conference	8	8	-	16
E. Prepare addenda	6	26	2	34
Subtotal: Task 2 Hours	47	135	26	208
3. Review and Evaluate Proposals				
A. Review proposals for completeness	-	8	-	8
B. Evaluate complete proposals (maximum of four)	12	24	40	76
C. Prepare follow-up questions for proposers	6	8	-	14
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E. Discuss preliminary evaluation with City staff	6	6	-	12
F. Interview proposers	16	16	-	32
G. Contact references for recommended proposer	1	2	8	11
H. Prepare evaluation report, review with City staff and present to City Council	22	40	8	70
Subtotal: Task 3 Hours	75	116	60	251
4. Negotiate Final Agreement and Prepare a New Agreement				
A. Prepare for and participate in negotiating session	20	24	-	44
B. Prepare revised portions of Agreement	8	30	-	38
C. Attend Council meeting for approval of final agreement	4	4	-	8
Subtotal: Task 4 Hours	32	58	-	90
Total Hours	162	317	100	579
Hourly Rate	\$ 299	\$ 269	\$ 160	
Subtotal	\$ 48,438	\$ 85,273	\$ 16,000	\$ 149,711
Expenses				\$ 289
Total Fees and Expenses				\$ 150,000

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR ASSISTANCE WITH THE COMPETITIVE PROCUREMENT FOR
AN EXCLUSIVE SOLID WASTE CONTRACTOR BETWEEN
THE CITY OF SOUTH GATE AND HF&H CONSULTANTS, LLC.**

This Agreement for Professional Services for assistance with the competitive procurement for an exclusive solid waste contractor ("Agreement"), is made and entered into on May 12, 2021, by and between the City of South Gate, a municipal corporation ("City"), and HF&H Consultants, LLC, a California limited liability corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain professional services for assistance with the competitive procurement for an exclusive solid waste contractor;

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation paid by the City to Consultant for this Agreement shall not exceed the sum of **One Hundred Fifty Thousand Dollars (\$150,000)** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of Public Works.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
 - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

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

3. **TERM OF AGREEMENT.** This Agreement is **effective as of May 12, 2021, and will remain in effect through the execution of a new exclusive solid waste franchise agreement** between the City and a solid waste hauler, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

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

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

5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.

6. **GENERAL TERMS AND CONDITIONS.**

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

6.2 **Termination for Cause.**

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

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
 - b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- 6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.
- 6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.4 Non-Discrimination.**
- 6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry,

sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled or materially changed 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, including Exhibit "A" attached hereto which is incorporated herein by this reference, 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
Carmen Avalos
City Clerk
8650 California Avenue
South Gate, CA 90280
E-mail: cavalos@sogate.org

TO CONSULTANT:

HF&H Consultants, LLC.
Laith Ezzet, CMC
Senior Vice President
19200 Von Karman Avenue
Suite 360
Irvine, CA 92612
E-mail: lezzet@hfh-consultants.com

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

[Remainder of page left blank intentionally]

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

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

Dated: 06-02-21

ATTESTED:

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

APPROVED AS TO FORM:

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

HF&H CONSULTANTS, LLC:

By: Laith Ezzet
Laith Ezzet, Senior Vice President

Dated: 5/20/2021

Fee Estimate – Competitive RFP Process

We will perform the scope of work for the competitive procurement submitted to the City of South Gate on February 25, 2019, based on time and materials. The estimated total budget is \$150,000. Our actual costs could be higher or lower than this amount, depending on the complexity of the City's contracting process, the number of proposals to be evaluated, the number of negotiation sessions required, and other factors that cannot be precisely estimated in advance.

The proposed work plan includes preparation of an integrated residential and commercial RFP, gathering operating data, soliciting proposals, conducting a pre-proposal conference, evaluating up to four proposals, participating in the negotiation sessions identified in the work plan, and finalizing an agreement with one proposer. Should more than four proposals be submitted, we estimate that the budget will increase by \$5,900 per proposal. If agreements are finalized with more than one proposer, our cost will increase by \$6,500 for each additional agreement.

The work plan on the next page itemizes hours by task and staff classification. Hours may be shifted among tasks and staff.

Solid Waste Agreement Competitive Procurement Work Plan

Task Description	Sr. Vice President/President	Sr. Project Manager	Staff	Total Hours/Fees
1. Gather and Review Operating Data				
A. Develop data collection forms, and excel worksheets to document the data submitted by City and Waste Management	8	8	14	30
Subtotal: Task 1 Hours	8	8	14	30
2. Prepare and Issue Request for Proposals				
A. Prepare service specifications, draft RFP and agreement	20	80	24	124
B. Revise documents after review by City Attorney, other City staff, and potential proposers	8	16	-	24
C. Attend Council meeting to approve RFP package	5	5	-	10
D. Prepare for and attend proposers' conference	8	8	-	16
E. Prepare addenda	6	26	2	34
Subtotal: Task 2 Hours	47	135	26	208
3. Review and Evaluate Proposals				
A. Review proposals for completeness	-	8	-	8
B. Evaluate complete proposals (maximum of four)	12	24	40	76
C. Prepare follow-up questions for proposers	8	8	-	14
D. Review responses and clarify unresolved issues	12	12	4	28
E. Discuss preliminary evaluation with City staff	6	6	-	12
F. Interview proposers	16	16	-	32
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H. Prepare evaluation report, review with City staff and present to City Council	22	40	8	70
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4. Negotiate Final Agreement and Prepare a New Agreement				
A. Prepare for and participate in negotiating session	20	24	-	44
B. Prepare revised portions of Agreement	8	30	-	38
C. Attend Council meeting for approval of final agreement	4	4	-	8
Subtotal: Task 4 Hours	32	58	-	90
Total Hours	162	317	100	579
Hourly Rate	\$ 299	\$ 269	\$ 160	
Subtotal	\$ 48,438	\$ 85,273	\$ 16,000	\$ 149,711
Expenses				\$ 289
Total Fees and Expenses				\$ 150,000

JUL 17 2024

FILED 2:15pm

City of South Gate
CITY COUNCIL

AGENDA BILL

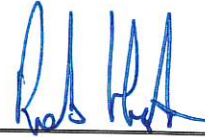
For the Regular Meeting of: **July 23, 2024**

Originating Department: **Public Works**

Department Director:


Arturo Cervantes

City Manager:



Rob Houston

SUBJECT: APPROVE EXTENSION TO CONTRACT NO. 2021-92-CC WITH GENERAL PUMP COMPANY, INC., FOR ON-CALL MAINTENANCE SERVICES FOR THE MUNICIPAL GROUNDWATER PRODUCTION SYSTEM

PURPOSE: To approve a contract extension of one year to continue on-call maintenance services with General Pump Company, Inc., ("General Pump") to perform urgent and emergency repairs on the municipal groundwater production system when the need arises.

RECOMMENDED ACTIONS: The City Council will consider:

- Approving extension of Contract No. 2021-92-CC with General Pump Company, Inc., ("Agreement") for one additional year to fund urgent and emergency repairs on the municipal groundwater production system, for a not-to-exceed amount of \$100,000; and
- Authorizing the Assistant City Manager to issue a letter to General Pump Company, Inc., for one-year extension to the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed contract extension was budgeted in the Fiscal Year 2024/25 Operating Budget in the amount of \$100,000 in Water funds.

Period	Amount	Fiscal Year of Appropriation
Year 1	\$100,000	2021/2022
Year 2	\$100,000	2022/2023
Year 3	\$100,000	2023/2024
Year 4	\$100,000	2024/2025
Total	\$400,000	

ANALYSIS: Water production facilities on the City's municipal water system are maintained by City crews, with support from contractors. From time to time, issues arise that require the repairs to be completed on an emergency or urgent basis by specialized contractors. Under the Agreement, General Pump has been the City's specialty contractor for three years for the groundwater production facilities. General Pump has been responsive and provides services timely, with quality workmanship and competitive pricing. The contract expires on July 31, 2024; however, it provides

for two one-year extensions. It is recommended to extend the contract for one year through July 31, 2025.

The contract extension provides for fixed pricing based on time and material work and a rate increase for the time extension according to the Construction Cost Index ("CCI") of "Engineering News Record" as applicable to the Los Angeles Region and subject to the approval of the Owner. Staff plans to issue a notification letter (Attachment "A") to General Pump on the approval of the extension.

BACKGROUND: The City's municipal groundwater production system is equipped with eight active water wells, four reservoir sites and booster pump stations. The services of a specialty contractor are sometimes necessary on an expedited basis to perform urgent and emergency repair work related to pumps, electrical panels, well casing inspection, cleaning, and flow testing. On-call service contracts allow the Public Works Department to respond timely and minimize potential services interruptions.

On July 13, 2021, the City awarded the Agreement to General Pump to perform urgent as-needed repairs on the City's municipal groundwater production system in the amount of \$300,000, or \$100,000 annually. The contract expires July 31, 2024. A contract extension is proposed to fund one additional year of on-call services in the amount of \$100,000 annually.

ATTACHMENTS: A. Notification to General Pump Company, Inc.
B. Contract No. 2021-92-CC

CC/AA:lc

July 24, 2024

Via E-Mail

General Pump Company, Inc.
159 N. Acacia Street
San Dimas, California 91773
Attn: Michael Bodart, President
mbodart@genpump.com

Re: Exercise of Option to Extend Term of Contract No. 2021-92-CC
Between City of South Gate and General Pump Company, Inc.

Dear Mr. Bodart:

Pursuant to Section 3 of the July 13, 2021 Agreement for On-Call Municipal Well Maintenance Services, City Contract No. 1012-92-CC ("**Contract**"), entered into between the City of South Gate ("**City**") and General Pump Company, Inc. ("**Contractor**"), the City hereby exercises its option to extend the term of the Contract for one (1) additional year, for an extended term of August 1, 2024 through July 31, 2025. Per the terms of the Contract, compensation payable by the City to Contractor during that extended one-year term shall not exceed One Hundred Thousand Dollars (\$100,000.00).

At a regularly scheduled public meeting of the South Gate City Council conducted July 23, 2024, the City Council approved the City's exercise of the option to extend the term of the Contract for the one-year period specified above.

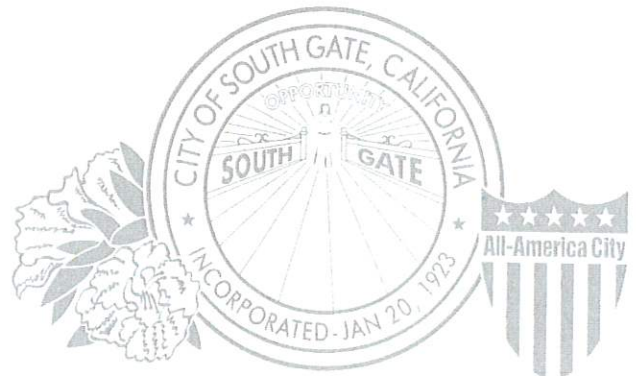
We note that Section 3 of the Contract contains a second option which, if exercised by the City, will further extend the term of the Contract for an additional year beginning August 1, 2025. The City is not yet exercising that second option, but reserves the right to do so at any time prior to August 1, 2025.

Sincerely,

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

Attachment: Fee Schedule

cc: City Clerk's Office



BID SCHEDULE ON-CALL MUNICIPAL WELL MAINTENANCE			
No.	Description	Unit	Unit Price
1	Mobilization and Set Up and Demobilization	Each	\$ 600
2	Video Camera Survey	Each	\$ 1,200
3	Wire Brush and Bail Well	Per HR	\$ 450
4	Well Development by Surge Block and Air Lift; conduct surge block and air-lift well development, and dispose of pumped water.	Per HR	650
5	Discharge Compliance with Appx. 600 feet of Temp Piping and Baker Tank	Each	\$ 7,200
6	Well Development by Surge Block and Air Lift	Per HR	\$ 650
7	Install Pump (200 HP) for Well Development and Testing	Lump Sum	\$ 8,900
8	Well Redevelopment Pumping	Per HR	\$ 150
9	Step-Drawdown Test	Per HR	\$ 150
10	Constant Rate Discharge Test	Per HR	\$ 150
11	Spinner Flowmeter Logging	Lump Sum	\$ 4,300
12	Pump Removal and Inspection (up to 250 of column depth)	Lump Sum	\$ 8,900
13	Well Disinfection (Well Depth 1,000 feet, 18" Dia.)	Lump Sum	\$ 1,200
14	Site Security, Safety and Noise Compliance	Lump Sum	\$ 500
15	Reconnect all the Electric Wiring	Per HR	\$ 200
16	Pulling and Installation by Two Workers, Rig, and Service Truck	Per HR	\$ 450
17	Each Additional Rig Helper	Per HR	\$ 75

**BID SCHEDULE
ON-CALL MUNICIPAL WELL MAINTENANCE**

No.	Description	Unit	Unit Price
18	Well Cleanout Work; Cable Tool Method; Two Workers, Rig and Service Truck	Per HR	\$ 200
19	Well Cleanout Work; Airlift Method, Two Workers, Rig, and a Service Truck	Per HR	\$ 210
20	Air Compressor Charge 600 CFM or Larger	Per HR	\$ 50
Labor Rates			
21	Crane 40 to 50 Ton with One Operator	Per HR	\$ 300
22	Rotary Crane 12 to 39 Ton with One Operator	Per HR	\$ 280
23	Hydraulic Crane 5 to 12 Ton with One Operator	Per HR	\$ 85
24	Field Service, Service Man and Delivery Truck	Per HR	\$ 75
25	Field Service, Service Man and Service Truck	Per HR	\$ 170
26	Field Service, One Worker and Welding Truck	Per HR	\$ 170
27	Field Service: Electrician	Per HR	\$ 190
28	Shop Labor: General Shop Work	Per HR	\$ 75
29	Shop Labor: Premium Shop Work	Per HR	\$ 115
30	Shop Labor: Machine Shop Work	Per HR	\$ 115
31	Shop Labor: Metal Spray Labor	Per HR	\$ 75
32	Shop labor: Welding Shop Work	Per HR	\$ 75
33	Engineering	Per HR	\$ 75
34	Hydrogeologist	Per HR	\$ 75
35	Video Logging, dual camera-VHS and DVD	Per HR	\$ 1,200
36	Travel Time: to and from job site per man	Per HR	\$ 75
37	Operator Overtime: Weekdays	Per HR	\$ 75

BID SCHEDULE ON-CALL MUNICIPAL WELL MAINTENANCE			
No.	Description	Unit	Unit Price
38	Operator Standby Time	Per HR	\$ 75
39	Cost of furnishing both Performance and Labor Bonds (As a percentage of Contract Amount)	Percentage	2% %
	Attach your firm's standard rate schedule for labor, materials, and equipment. (See Note 2 below)		Attached

Please specify if a minimum time is billed for each call if requested by the City to report to Work:
2 Hours.

Notes:

1. **Unit Rates in the Bid shall include mark-ups, overhead, and profit.**
2. **The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.**

Terms of Extension

A contract entered with Bidder may be extended for up to two separate, consecutive periods of one year each at the option of the Owner. The maximum percentage rate increase for extension will be according to the "Construction Cost Index of Engineering News Record" as applicable to the Los Angeles Region and subject to the approval of the Owner:

Bidder acknowledges that Owner may enter contracts with more than one Bidder. **Owner does not promise or guarantee that Contractor's services will be called upon at any time or at all.**

CONTRACTORS WILL BE SELECTED THROUGH THE EVALUATION OF CONTRACTOR'S QUALIFICATIONS AND BID BASED ON APPLYING LABOR, MATERIAL, AND EQUIPMENT RATES IN THE BID TO A SAMPLE JOB. THE CONTRACTORS WILL THEN BE AWARDED CONTRACTS AND PLACED ON THE ON-CALL LIST IN AN ORDER DETERMINED BY THE LOWEST BID

Accompanying this proposal is the bidder's security consisting of Bid bond payable to the City of South Gate in the amount of \$10,000 and the undersigned bidder hereby agrees that should he be awarded a contract on the basis hereof, and thereafter fails to properly execute and return the contract agreement together with the required bonds in connection therewith within ten



159 N. ACACIA STREET • SAN DIMAS, CA 91773
PHONE: (909) 599-9606 • FAX: (909) 599-6238

CAMARILLO, CA 93010 • PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Serving Southern California and Central Coast

Lic. #496765

Standard Rate Sheet
(Effective September 01, 2023)

Field

4-Man Crew, 40-Ton Crane, Crane Support Rig and Flatbed Truck	\$ 1,000.00 / Hr
3-Man Crew, Pump Rig, and Flatbed Truck	\$ 700.00 / Hr
2-Man Crew, Pump Rig, and Flatbed Truck	\$ 530.00 / Hr
2-Man Crew, 40-Ton Crane, and Crane Support Rig.....	\$ 670.00 / Hr
2-Man Crew and Stinger Crane (Up to 17-Ton)	\$ 475.00 / Hr
1-Man and Stinger Crane (Up to 17-ton)	\$ 325.00 / Hr
1-Man and Flatbed Truck	\$ 200.00 / Hr
1-Man and Service Truck (Pump Mechanic or General Services).....	\$ 210.00 / Hr
Pipeline Fabricator	\$ 220.00 / Hr
Electrician / Controls and Instrumentation Specialist	\$ 220.00 / Hr
Additional Helper.....	\$ 140.00 / Hr
Overtime or Saturdays.....	Add \$ 70.00 / Man / Hour
Sundays or Holidays	Add \$ 140.00 / Man / Hour
Video Log – Color with Downhole and Side-Scan.....	\$ 1,400.00 / EA
Adder: Dynamic Video with Mini Camera	\$ 650.00 / EA

Shop

Shop Labor – Pump Mechanic, Machinist, or Welder	\$ 125.00 / Hr
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Special Equipment & Services

Airburst Technology and Operator (First Day – Does not include rig and crew)	\$ 11,500.00
Each Additional Day	\$ 8,500.00
Chlor-Jet and Operator (First Day – Includes chemistry, tanks, and hoses)	\$ 29,500.00
Each Additional Day	\$ 6,000.00
Test Pump VFD rental and quick-connect cables (Up to 200HP).....	\$ 1,500.00 / Week
Test Pump VFD rental and quick-connect cables (Up to 500HP).....	\$ 1,800.00 / Week
Chemical Distribution Trailer with Safety Equipment.....	\$ 2,500.00 / Week
375 CFM Compressor (Includes transport and fuel).....	\$ 2,800.00 / Week
Temporary Hose, Trash Pump, and 4" Tremie Pipe	\$ 1,500.00 / Job
Mobile Sanitation Equipment.....	\$ 600.00 / Job
Overnight Security	\$ 750.00 / Night
Engineering and Hydrogeology Support.....	Per Job Basis

ALL FIELD RATES ARE PORTAL TO PORTAL

For additional information on *General Pump Company, Inc.*
Or to speak with one of our qualified Engineers,
please contact us at: engineering@genpump.com

**AGREEMENT FOR ON-CALL MUNICIPAL WELL MAINTENANCE SERVICES
BETWEEN THE CITY OF SOUTH GATE AND
GENERAL PUMP COMPANY, INC.**

This Agreement for On-Call Municipal Water and Sewer Systems Maintenance Services ("Agreement") is made and entered into on July 13, 2021, by and between the City of South Gate, a municipal corporation ("City") and General Pump Company, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain Contractor for On-Call Municipal Well Maintenance Services ("Maintenance Services");

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the Maintenance Services ("Work") identified in Exhibit "A" hereto on an as-needed basis. The type of Work to be performed to maintain City's wells ("City Facilities") are also identified in Exhibit "A" hereto. The Work shall include all the terms and conditions of Contractor's proposal dated April 19, 2021 ("Proposal"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** The maximum amount of compensation that City may pay to Contractor hereunder, pursuant to this Agreement, shall not exceed **One Hundred Thousand (\$100,000) annually or Three Hundred Thousand Dollars (\$300,000) in total**, which shall be the maximum compensation for the Work requested on an as-needed basis. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, are set forth on the Fee Proposal attached hereto as Exhibit "A". Except as may be specifically set forth in Exhibit "A", or approved by the City in writing on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit "A", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the

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

3. **TERM OF AGREEMENT.** The term of this Agreement ("Term") shall be for three (3) years, and shall commence on August 1, 2021, and shall terminate on July 31, 2024, unless terminated sooner pursuant to the provisions of Sections 11.4, 16 or 17, below. At the conclusion of this three-year period, the City at its option, and with City Council approval, may renew this Agreement for up to two consecutive periods of one year each, beginning August 1, 2024 and August 1, 2025. This Agreement shall not be automatically renewed or extended. Performance by Contractor of any Work following said termination date shall be prohibited unless expressly agreed to in writing. Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Sections 20.11 or 20.15 below.
4. **COMMENCEMENT OF THE WORK.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City's Director of Public Works ("Director"), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7, 8, 10 and 15 below.
5. **INSPECTION OF WORK.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor's conformance to the terms of this Agreement, pursuant to the City's established review and approval procedures as the same may be amended from time to time. Without limiting the City's rights under Section 1 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.
6. **SOUTH GATE BUSINESS LICENSE.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.
7. **CONTRACTOR MUST PAY PREVAILING WAGES TO ITS EMPLOYEES.** This Agreement is a public works contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with

prevailing wage rate payment requirements under California Labor Code § 1771. Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **PERFORMANCE STANDARDS AND REQUIREMENTS.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work, and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.
9. **INDEPENDENT CONTRACTOR.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment

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

10. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.
11. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

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

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

14. **PUBLIC EMPLOYEES RETIREMENT SYSTEM.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 9 above, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall directly pay (or at the City's option reimburse the City for the City's payment of) any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, and pay (or at the City's option reimburse the City for the City's payment of) any penalties and interest on such contributions which would otherwise be the responsibility of the City.
15. **INSURANCE.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.1 through 15.4 below:
 - 15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within the classifications of "all-risk", "fire legal liability", and "personal injury" insurance.
 - 15.2 **Liability Insurance.** Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate, insuring against any and all liability of the insured with respect to the Contractor's

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

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

City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

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

to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the remaining balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 1 above.

17. **NOTICE OF DEFAULT AND TERMINATION FOR CAUSE.** If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("Default Notice"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.
18. **CITY'S REMEDIES FOR CONTRACTOR'S FAILURE TO PERFORM.** Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:
 - 18.1 **Forfeiture of Bond/Negotiation of Security.** The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations, and may further cause to be negotiated any instrument of credit deposited with and assigned to the City in such amount as may be required to complete the Improvement work.
 - 18.2 **Performance by City at Contractor's Expense.** Upon Contractor's default, the City may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the Work. If the required Work is not substantially commenced within ten (10) days after the City's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to the City within the timeframe set forth in the City's written demand, then without limiting any other remedy available to the City, the City may complete (or arrange for the completion of) all remaining Work and/or conduct such other

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

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

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

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

19. INDEMNIFICATION AND DEFENSE. Contractor and its sureties (if any) shall indemnify and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

20. MISCELLANEOUS.

20.1 Notices. All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid,

(c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

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

With a copy (which shall not constitute notice)
to:
Raul F. Salinas, Esq.
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

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

To Contractor:
General Pump Company, Inc.
159 N. Acacia Street
San Dimas, CA 91773
Attn: Michael Bodart
Title: President
Telephone No.: (909) 599-9606
Fax No.: (909) 599-6238
E-mail: mbodart@genpump.com

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

20.3 Incorporation of Recitals and Exhibits. All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 Successors and Assigns. Without limiting the restrictions on assignment set forth in Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

- 20.5 Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.
- 20.6 Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.
- 20.7 Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.
- 20.8 Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.
- 20.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.
- 20.10 Digital Signatures.** Signatures to this Agreement transmitted by facsimile (fax) or in the form of a digital image – including without limitation PDF, JPEG and/or GIF files, or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 (15 USC § 7001 *et seq.*) or California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 *et seq.*) – shall be valid and effective to bind the party so

signing; each party agrees to promptly deliver an execution original of this Agreement with its actual signature to each other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own facsimile, scanned or other electronic signature and shall accept the telecopied or scanned signature of each other party to this Agreement.

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

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

[Remainder of page left blank intentionally]

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

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

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

Dated: 07-20-2021

ATTESTED:

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

APPROVED AS TO FORM:

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

GENERAL PUMP COMPANY, INC.:

By: Michael Bodart
Michael Bodart, President

Dated: 7/12/2021

Exhibit "A"

Fee Proposal

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

JUL 17 2024

FILED 2:15PM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **July 23, 2024**

Originating Department: **Public Works**

Department Director:


Arturo Cervantes

City Manager:


Rob Houston

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2023-35-CC WITH FOUNTAINHEAD CONSULTING CORPORATION, FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TWEEDY BOULEVARD SIGNAL SYNCHRONIZATION, CITY PROJECT NO. 514-TRF

PURPOSE: Amendment No. 1 to Contract No. 2023-35-CC ("Amendment No. 1") provides funding for additional construction management and inspection services required by the City in order to complete construction on the project.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 1 to Contract No. 2023-35-CC with Fountainhead Consulting Corporation ("Agreement") to fund additional services that were needed to complete construction of the Tweedy Boulevard Signal Synchronization Project, City Project No. 514-TRF, and to retroactively extend the contract term from March 28, 2024, to December 31, 2024, for an amount not to exceed \$40,000; and
- b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 1 is in the amount of \$40,000, and it will be funded with Road Mitigation Fees Funds budgeted in the Fiscal Year 2023/24 Capital Improvement Program. The revised contract amount is \$215,290, inclusive of the original contract and Amendment No. 1.

ANALYSIS: Construction of the Tweedy Boulevard Traffic Signal Synchronization Project ("Synchronization Project") is now complete. During construction, several issues arose for which the Public Works Department directed Fountainhead Consulting Corporation ("Fountainhead") to provide additional services. This included the replacement of damaged pull box lids, additional pull boxes and separation of traffic signal and street lighting electrical connections. In addition, the construction contractor was required to complete construction on a 100 working day schedule, with a completion date of October 26, 2023. However, construction was completed on May 1, 2024. Fountainhead was directed to continue services through construction completion. These additional services were beyond the contracted scope of work. Amendment No. 1 provided \$40,000 to fund these services. It also retroactively extends the contract term from

March 28, 2024, to December 31, 2024.

BACKGROUND: The Project is in the FY 2022/23 Capital Improvement Program (“CIP”). It was implemented to improve pedestrian and vehicular safety and relieve traffic congestion on Tweedy Boulevard. The proposed improvements included synchronizing 13 traffic signals on Tweedy Boulevard, between Victoria Avenue and Atlantic Avenue, by physically connecting them with conduit and fiber optic cabling; upgrade traffic cabinets and controllers; re-wiring traffic signal systems at intersections; and installing video detection systems.

On March 28, 2023, the City Council approved an Agreement with Fountainhead, in the amount of \$175,290. for construction management and inspection services. The contract provides services to manage and inspect the construction of the project for a 100-working day schedule. Amendment No. 1 provides \$40,000 to fund additional services. It also retroactively extends the contract term from March 28, 2024, to December 31, 2024.

The total project budget is \$2,567,212 which is funded as summarized below.

Services	Metro Call For Projects	Proc C Local Return	Road Mitigation Fees	Total
Design Services	\$100,000	\$69,929	\$57,321	\$227,250
Construction Contract	\$1,100,000	\$430,071	\$303,127	\$1,833,198
Construction Contingency			\$240,000	\$240,000
Construction Management	\$100,000		\$75,290	\$175,290
Amendment No. 1			\$40,000	\$40,000
Project Management	\$17,212		\$32,788	\$50,000
Contingency			\$1,474	\$1,474
Total	\$1,317,212	\$500,000	\$750,000	\$2,567,212

ATTACHMENTS: A. Proposed Amendment No. 1 (including Exhibit A)
 B. Contract No. 2023-35-CC

JL/AA:lc

**AMENDMENT NO. 1 TO CONTRACT NO. 2023-35-CC FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR CONSTRUCTION OF TWEEDY
BOULEVARD SIGNAL SYNCHRONIZATION, CITY PROJECT NO. 514-TRF WITH
FOUNTAINHEAD CONSULTING CORPORATION**

This Amendment No. 1 to Contract No. 2023-35-CC ("Amendment No. 1") for Construction Management and Inspection Services, is made and entered into on July 23, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Fountainhead Consulting Corporation, a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on March 28, 2023, the City Council approved Contract No. 2023-35-CC with Contractor ("Agreement") for a period in effect through March 28, 2024, in the amount of **One Hundred Seventy-Five Thousand Two Hundred Ninety Dollars (\$175,290)**;

WHEREAS, the City and Contractor desire to execute Amendment No. 1 in an amount not to exceed **Forty Thousand Dollars (\$40,000)**, for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, and Amendment No. 1 to a total sum of **Two Hundred Fifteen Thousand Two Hundred Ninety Dollars (\$215,290)**.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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.

2. TERM OF AGREEMENT.

The term of the Agreement shall be retroactively extended nine months through and including December 31, 2024, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

3. COMPENSATION.

The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **Forty Thousand Dollars (\$40,000)**, bringing the aggregate total of the Agreement, and Amendment No. 1 to **Two Hundred Fifteen Thousand Two Hundred Ninety Dollars (\$215,290)**.

4. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of Agreement

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

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

CITY OF SOUTH GATE:

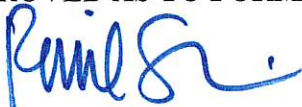
By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raúl F. Salinas, City Attorney

**FOUNTAINHEAD CONSULTING
CORPORATION.:**

By: _____
Rima Tahan, Vice President

Date: _____



June 28, 2024

To: City of South Gate
Att.: Jose Loera
City Traffic Engineer

Project: Tweedy Boulevard, Signal Synchronization (514-TRF)

From: Fountainhead Consulting Corporation

Subject: Additional Funding for Project No. 514-TRF

Dear Mr. Loera,

We are requesting additional funds for the **sum of \$40,000** to cover our Service fees for all additional services requested by the City, until the end of May 2024.

The original budget for this project was \$175,290.00.

Please advise us if any additional information is needed from our side.

We thank you for the opportunity to support the City and we look forward to support the City in upcoming projects.

Sincerely,

Rima Tahan
Senior Project Controls

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
THE TWEEDY BOULEVARD SIGNAL SYNCHRONIZATION
PROJECT, BETWEEN THE CITY OF SOUTH GATE
AND FOUNTAINHEAD CONSULTING CORPORATION**

This Agreement for Professional Services for Construction Management and Inspection Services for the Tweedy Boulevard Signal Synchronization Project ("Agreement") is made and entered into on March 28, 2023, by and between the City of South Gate, a municipal corporation ("City"), and Fountainhead Consulting Corporation a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Construction Management and Inspection Services involving inventory and data collection of encroachment facilities in the public right-of-way; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
- 2. COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Seventy-Five Thousand Two Hundred Ninety Dollars (\$175,290)** 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 the City Manager 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 March 28, 2023, and will remain in effect through March 28, 2024, 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 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 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 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, 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 Avenue
South Gate, CA 90280
Email: acervantes@sogate.org
TEL: (323) 563-9567

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) 563-9510

TO CONSULTANT:

Michael Tahan, Vice President
Fountainhead Consulting Corporation
155 North Lake Avenue, suite 800
Pasadena, California 91101
Email: mtahan@fountainheadcpr.com
Tel: (909) 262-4770

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 March 28, 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.]

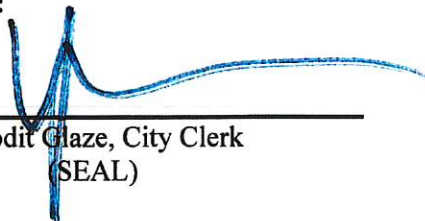
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Maria del Pilar Avalos, Mayor

Dated: 05/01/2023

ATTEST:

By: 
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

FOUNTAINHEAD CONSULTING CORPORATION:

By: 
Michael Tahan, Vice President

Dated: March 30, 2023

JUL 17 2024

City of South Gate
CITY COUNCIL

FILED 1:46 PM

AGENDA BILL

For the Regular Meeting of: July 23, 2024
Originating Department: Parks & Recreation

Department Head: Steve Costley
Steve Costley

City Manager: Rob Houston
Rob Houston

SUBJECT: LICENSE AGREEMENT WITH HARBOR AREA FARMER'S MARKET, INC., FOR OPERATION OF A FARMER'S MARKET AT SOUTH GATE PARK

RECOMMENDED ACTIONS: The City Council will consider:

- a) Approving the License Agreement with Harbor Area Farmer's Market, Inc., ("Operator") for the use of a portions of South Gate Park for the operation of a Certified Farmer's Market;
- b) Authorizing the Mayor to execute the Lease Agreement in a form approved by the City Attorney; and
- c) Authorizing the Director of Parks & Recreation to sign any further documents required to implement the operation of a Farmer's Market.

FISCAL IMPACT: None. A license fee of 1% of the total market income for each market day of that month, or the sum of \$75 (Seventy-Five Dollars) for each market day, whichever is more per month will be charged for use of the licensed facilities and no fees will be paid to the Operator by the City. Fees charged by and paid to the City by the Operator are to cover the City's costs associated with the Market.

REPORT SUMMARY: For over 35 years, the City of South Gate's Farmer's Market has been held at South Gate Park and has been operated by the Operator since 2011. The current contract with the Operator expired on June 30, 2024. A Request for Qualifications ("RFQ") was recently distributed requesting interested parties to submit their qualifications and statement of interest to the Department.

South Gate's Farmer's Market represents an important resource for our community and our residents. The local availability of grower direct produce, which is fresh, of high quality, and reasonably priced is important for the health of our residents. Further, a Farmer's Market, if properly operated, can provide additional benefits such as availability of certified organic produce, fresh local products such as baked goods, honey, flowers, and access to other local resources. South Gate's Farmer's Market has long been the center of our community life and a weekly opportunity for community members to meet and socialize while shopping for healthy food for their families.

On June 20, 2024, the deadline for submittal of their statement of interest, the City received submittals from one interested party, our current vendor Harbor Area Farmer's Markets Inc.

Given the fact that we received only one response, and they are our current market provider, staff negotiated the attached agreement with the recommended Operator. A copy of that agreement is attached, and the staff is recommending approval. The recommended Operator is a registered 501(c)(3) organization and is currently operating in several other successful markets in surrounding communities. The selected Operator will be required to maintain our market's certification with Los Angeles County and to meet all market requirements to do so.

ATTACHMENT - 1 License Agreement for Operation of Farmer's Market

**LICENSE AGREEMENT FOR OPERATION OF
A FARMER'S MARKET AT SOUTH GATE PARK
BETWEEN THE
CITY OF SOUTH GATE
AND
HARBOR AREA FARMER'S MARKET**

THIS LICENSE AGREEMENT, ("AGREEMENT" herein) effective as of July 1, 2024, is made and entered into by and between the City of South Gate, a municipal corporation ("CITY" herein), and Harbor Area Farmer's Markets, Inc., a California non-profit corporation, ("MARKET" herein)

RECITALS:

- A. Whereas, MARKET desires to use that portion of South Gate Park generally described as Parking Lot Number 3 (Three) for the operation of a Certified Farmer's Market and related activities, said area is generally diagrammed on the map attached hereto as Exhibit A and incorporated herein by this reference ("MARKET AREA" herein).
- B. Whereas, CITY desires to enhance the availability of reasonably priced, grower direct fresh produce within the community for the health and well-being of its residents.
- C. Whereas, CITY desires to continue and enhance the over 35-year history of farmers markets held in this location and the community benefits those activities provide, including availability of reasonably priced fresh produce and products, education of the community on the selection, preparation and benefits of fresh produce, enhanced community health and wellbeing and leisure and social values of such community events; and
- D. Whereas, CITY is willing to grant a license to a non-profit organization for operation of such a market on the terms and conditions herein stated.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.0 GRANT OF NONEXCLUSIVE LICENSE.

CITY hereby grants to MARKET a temporary, revocable and nonexclusive license to enter upon the MARKET AREA and to use said property at the times and dates agreed upon by MARKET AND CITY, on the terms and conditions, herein provided.

1.1 Revocability.

CITY may in its sole and unfettered discretion, revoke this license and/or terminate the agreement without cause upon fifteen (15) days advance written notice.

1.2 Nonexclusive.

CITY may grant permission to other persons to use the same property, which is the subject matter of this Agreement at the same times as are herein specified without other or further notice to MARKET.

1.3 Temporary.

Unless sooner revoked, rescinded, or terminated, this Agreement shall automatically expire as specified under Section 3: TERM OF AGREEMENT.

2.0 PERMISSABLE USE.

Licensee shall use, under terms and conditions consistent with those set forth in this Agreement, the parking lot for the sole purpose of conducting a Certified Farmer's MARKET and other associated activities as specifically approved by CITY, and for no other purpose. All sales stalls and MARKET AREA shall be located in the above-described parking lot.

Each seller at the MARKET shall be regulated by and conform to all applicable regulations in Title 3, Article 6.5 of the California Code of Regulations and subsequent amendments thereto, and other applicable regulations of the State of California, the County of Los Angeles, and the City of South Gate.

In its use of South Gate Park, Licensee and sellers shall not in any manner interfere with or impede persons holding local area vending permits. In addition, Licensee and sellers shall not interfere with or impede access for emergency vehicles.

A sale during a Sales Event may only be made to an individual purchasing for final consumption by such individual or such individual's family or such individual's invitees. Sales in quantities that may not reasonably be expected to be consumed by the purchaser, or the purchaser's immediate family or invitees, within the shelf life of the Qualified Produce, shall be prohibited.

3.0 TERM OF AGREEMENT.

This agreement will become effective on July 1, 2024, and will remain in effect for a period of five (5) years from said date unless otherwise expressly extended. The CITY, at its discretion, may choose to extend this agreement to a maximum of one (1), five (5) year extension.

4.0 HOURS OF OPERATION.

The license herein granted shall be valid only during days and hours as agreed to in advance by CITY. Initial hours of operation shall be on Monday of each week during the following hours: between the hours of 10:00 a.m. and 3:00 p.m. for the purpose of conducting the sales activity ("Sales Event" herein). MARKET and its vendors will be given access to the MARKET AREA at least two hours prior to MARKET opening for the purpose of preparing for the Sales Event and up to two hours after closing time for the purpose of closing the Sales Event and cleaning up the MARKET AREA and adjacent areas.

No sales activity shall be conducted except during the permissible hours for a Sales Event. Days and times may be modified at any time by mutual agreement of the parties.

5.0 CITY AGENT.

The Director of Parks & Recreation, or his/her designee (PARKS SUPERINTENDENT), for the purposes of this Agreement, is the agent for the CITY; whenever approval or authorization is required, MARKET understands that the Director of Parks & Recreation, or his/her designee, has the authority to provide that approval or authorization.

6.0 SPECIAL TERMS AND CONDITIONS RELATING TO SALES EVENTS.

6.1 Signs.

Signs shall not be displayed except in size, construction type, aesthetic nature, place and duration as may be approved by the DIRECTOR. Prior to display, all signs shall have received final approval in accordance with the provisions of this paragraph.

6.2 Sale of Qualified Produce by Weight.

Any vendor selling Qualified Produce by weight shall have its scales sealed by the County Sealer of Weights and Measures.

6.3 Prices.

All prices shall be clearly posted. Collusion among growers to raise prices or to exert any influence, pressure or persuasion upon a vendor to increase prices is strictly forbidden and shall be grounds for revocation of the license.

6.4 Health Conditions.

MARKET shall meet the minimum health conditions imposed upon it by the Los Angeles County Health Commissioner and all further and additional conditions imposed for health reasons by the DIRECTOR.

6.5 Cleanliness of the Grounds.

MARKET shall, at its sole expense, cause the MARKET AREA, and areas adjacent thereto which may have become littered by the conduct of business at the MARKET Area, including entrances, exits and parking used by the MARKET, to be kept clean and maintained at all times in a neat, clean and presentable manner, free of all paper, debris, dropped or discarded produce, and all other trash. In addition to the foregoing requirements, said areas shall be free of litter, regardless of cause after each use.

6.5.1 CITY's Right to Bill for Cleaning.

If MARKET fails to clean the MARKET AREA in accordance with the requirements herein specified, and CITY is required to provide cleaning services, MARKET shall pay to CITY the CITY's costs to clean the MARKET AREA

within three (3) days of billing same. This Agreement shall be suspended during the period of time any such billing remains outstanding after presentation.

6.5.2 MARKET's Duty to Provide for Separate Trash Removal.

MARKET shall not use, or permit customers or vendors to use, CITY's trash receptacles for the disposal of trash or litter generated or brought to the MARKET AREA, or in connection with a Sales Event, including any material that is defined as "hazardous" under any state or federal law regulating same. MARKET shall arrange for adequate trash receptacles and for solid waste removal from the MARKET AREA after each Sales Event.

6.5.3 Pollution Discharge.

Licensee shall be responsible for ensuring that the MARKET is operated and maintained in compliance with the provisions of the National Pollution Discharge Elimination System ("NPDES").

6.6 Modifications.

MARKET shall make no repairs of or modifications to the MARKET AREA and shall make no improvements thereon without prior written consent from the CITY.

6.7 Title to Abandoned Property other than Trash.

All property, including personal property, fixtures and utility installations within the MARKET AREA, shall, unless removed by MARKET at the conclusion of each Sales Event, be deemed to be abandoned, and shall become property of the CITY.

6.8 Real Property Taxes.

MARKET shall pay any processing interest or real property tax applicable to the MARKET AREA, which may be assessed during the term of this agreement. All such payments shall be made at least ten (10) days prior to the delinquency date. MARKET shall promptly furnish CITY with satisfactory evidence that such taxes have been paid. If any such taxes paid by MARKET shall cover any period of time prior to or after the expiration of the term hereof, MARKET's share of such taxes shall be equitably prorated to cover only the period of time within the tax year during which this Agreement is in effect. If MARKET shall fail to pay any such taxes, CITY shall have the right to pay the same, in which case MARKET shall repay such amount to CITY with MARKET's next installment payment, together with interest at the maximum rate then permitted by law.

6.9 Utilities.

MARKET shall pay for all water, gas, heat, light, power, telephone, and other utilities and services supplied to the MARKET AREA, together with any taxes thereon. If any such services are not separately metered to MARKET, MARKET shall pay a reasonable proportion of all charges jointly metered with other premises, as determined by CITY.

6.10 Assignments and Subletting.

MARKET shall not voluntarily or by operation of law assign, transfer, mortgage, pledge, or otherwise transfer or encumber all or any part of MARKET's interest in this Agreement or in the MARKET AREA.

6.11 Right of Refusal of Any Vendor or Employee.

The CITY, at its sole discretion and for its own purposes, may refuse any vendor from participation in the Farmer's Market or may request that any employee of the MARKET not be assigned or used in connection with the South Gate Farmer's Market. Determination by the DIRECTOR will be final.

7.0 INSURANCE.

MARKET shall submit to the CITY certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

- (a) Workers Compensation Insurance as required by law. The MARKET shall require all subcontractors and vendors similarly to provide such compensation insurance for their respective employees.
- (b) Comprehensive general and automobile liability insurance protecting the MARKET in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:
 - 1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY.
 - 2) Name and list as additional insured the CITY, its officers and employees.
 - 3) Specify its acts as primary insurance.
 - 4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."
 - 5) Cover the operations of the MARKET pursuant to the terms of this Agreement.

8.0 INDEMNIFICATION.

MARKET shall indemnify CITY, and its elected officials, officers and employees, and shall hold CITY harmless, and shall defend CITY upon request and tender of defense, against any and all liability and loss, including but not limited to reasonable attorney's fees, which CITY may incur

because of injury to any person or damage to or destruction of any property caused by MARKET, its agents, employees, manager, owners, members, vendors, customers, or invitees.

9.0 COMPENSATION.

9.1 To CITY.

Licensee agrees to pay to the CITY at the close of each calendar month in which market business occurs an amount equal to 1% of the total market income for each market day of that month, or the sum of \$75 (Seventy-Five Dollars) for each market day, whichever is more. This fee shall be judged in arrears on the last day of the following month.

9.2 To MARKET.

MARKET will receive no compensation from the city for operation of the market or other services provided by MARKET in association with the Farmer's Market activities unless agreed to in advance by the DIRECTOR in writing. MARKET may not charge admission or parking fees to customers of the Farmer's Market.

MARKET may charge vendors either a flat fee or a percentage of their gross sales, for their participation as a vendor in the Farmer's Market. Fees charged by MARKET will be consistent with fees charged by other market operators in the area and must be approved by the DIRECTOR. MARKET must notify CITY at least thirty (30) days in advance when modifying the approved fees. MARKET is solely responsible for the collection and accounting of any fees it may charge.

10.0 BUSINESS LICENSE.

It shall be the responsibility of MARKET, at its sole cost and expense, to obtain any business license and to arrange for any inspections required by the CITY.

11.0 COMPLIANCE WITH LAWS AND PARK RULES.

MARKET and all its vendors shall comply with all applicable laws, ordinances, rules and regulations of all governmental agencies, including, without limitation, all CITY and Park rules and regulations.

12.0 NON-DISCRIMINATION.

The MARKET shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

13.0 CITY'S OBLIGATIONS.

Except for the obligations of CITY specifically set forth in this Agreement, it is intended by the parties hereto that CITY shall have no obligation, in any manner whatsoever, to repair and maintain the MARKET AREA, nor any structural improvements located thereon, nor any

equipment now or hereafter located therein. MARKET expressly waives the benefit of any statute now, or hereafter, in effect which would entitle MARKET to make repairs at CITY's expense.

13.1 Condition of Premises.

MARKET shall accept the MARKET AREA in its condition existing as of the date of each Sales Event immediately preceding occupancy by MARKET or its vendor, customers, employees or agents. MARKET acknowledges that neither CITY, nor any representative of the CITY, has made any representation or warranty as to the present or future suitability of the MARKET AREA for the conduct of MARKET's business. Furthermore, CITY makes no representations as to whether hazardous materials or toxic waste may be located on or near the subject premises.

13.2 Notification of Unsafe Conditions.

In the event that the MARKET believes that an unsafe condition exists as a result of their inspection of the MARKET AREA prior to any scheduled SALES EVENT, it is the responsibility of the MARKET to notify the DIRECTOR of such conditions immediately and ensure that MARKET activities, employees, vendors and members of the public are prevented from entering any area which may be deemed hazardous or unsafe by the MARKET until such conditions may be appropriately corrected.

13.3 Security Measures.

MARKET acknowledges that nothing in this Agreement obligates the CITY to provide guard service or other security measures, and that CITY shall have no obligation whatsoever to provide same. MARKET assumes all responsibility for the protection of MARKET, its vendors, agents and invitees, from the acts of third parties. CITY may require that a guard service be provided during Sales Events, and if so, the cost of providing same shall be borne by MARKET.

14.0 RELATIONSHIP OF THE PARTIES.

Nothing in this Agreement shall be constructed as creating a partnership or a joint venture, it being understood that each of the parties hereto is responsible for its own separate debts and obligations. The MARKET shall have no power to incur any debt or obligation for or on behalf of the CITY. Neither the CITY nor any of its officers or employees shall have any control over the conduct of the MARKET, or any of the MARKET's employees, except as herein set forth, and the MARKET expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the CITY, it being distinctly understood that the MARKET is and shall at all times remain to the CITY a wholly independent contractor and the MARKET obligations to the CITY are solely such as are prescribed by this Agreement.

15.0 MARKET RULES.

Additional MARKET rules are attached hereto as Exhibit D and are incorporated herein in this reference. Such rules may be modified by the DIRECTOR from time to time at CITY's sole

discretion. CITY will notify MARKET in writing not less than ten (10) days prior to the implementation of such changes.

16.0 FRUIT AND VEGETABLE QUALITY CONTROL STANDARDIZATION.

State of California Department of Food and Agriculture Fruit and Vegetable Quality Control Standardization Regulations are attached hereto as Exhibit C and are incorporated herein by this reference.

17.0 NOTICE TO PARTIES.

Any notice required or permitted under this Agreement to be given by either party may be given by depositing in the United States mail, postage prepaid, first class, a notice addressed as follows:

TO CITY: City of South Gate
 8650 California Avenue
 South Gate, CA 90280
 Attn: Steve Costley, Parks & Recreation Director

TO MARKET: Harbor Area Farmers Market
 759 Linden Avenue,
 Long Beach, CA 90813
 Attn: Dale C. Whitney, Market Manager

18.0 GENERAL PROVISIONS.

18.1 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine

gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

18.2 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 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 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.

18.3 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.

18.4 Partial Invalidity.

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

18.5 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.

18.6 Entire Agreement.

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

the Consultant.

18.7 Non-Assignability.

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

18.8 Severability.

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(Seal)

**Harbor Area Farmer's Market, Inc.,
a California non-profit corporation:**

By:
Title:

APPROVED AS TO FORM:

By: Raúl F. Salinas
Raúl F. Salinas, City Attorney

JUL 17 2024

FILED 2:00 PM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **July 23, 2024**

Originating Department: **Office of the City Clerk**

City Clerk: _____

Yodit Glaze

City Manager: _____

Rob Houston

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

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

RECOMMENDED ACTION: The City Council will consider:

- a. Approving the Special and Regular Meeting minutes of June 11, 2024; and
- b. Approving the Special and Regular Meeting minutes of June 25, 2024.

FISCAL IMPACT: None.

ANALYSIS: The minutes are provided to the City Council on the Wednesday prior to their regular business meeting. Amendments should be provided to the City Clerk's Office within 24 hours of a City Council Meeting so that verification of the record and corrections are made accordingly. A revised document will be provided to the City Council prior to the Meeting.

BACKGROUND: The minutes typically describe the events of the meeting and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues.

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JUNE 11, 2024**

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:32 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

1
PRESENTATION The City Council oversaw UWS \$5,000 Check Presentation to The California Latino Leadership Institute.

2
INTRODUCTION The City Council introduced the winners of the Amazon Future Engineer Scholarships: Ash Sanchez 1st Place and Wendy Lopez 2nd Place.

CLOSED SESSION The Council Members recessed into Closed Session at 5:51 p.m. and reconvened at 6:32 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a),
54954.9(b)(3)(C)

- a. Alisha I. Woodward v. City of South Gate

On item 1(a), the City Council heard about Ms. Woodward alleging injuring herself tripping over a metal grate on one of the city's streets. The city engaged with her counsel and a tentative settlement in place. On a motion made by Mayor Hurtado and seconded by Council Member Avalos and on a vote of 5-0, the City Council authorized the City Attorney to convey a settlement offer and move this matter into settlement. The case is not yet settled but the amount will be disclosed consistent with the Brown Act.

SPECIAL CITY COUNCIL MEETING MINUTES OF JUNE 11, 2024

2. **CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY
NEGOTIATIONS**

Pursuant to Government Code Section 54956.8

Property APN: 6264-004-900
Property Address: 13050 Paramount Boulevard, South Gate,
CA 90280
City Negotiator: Rob Houston, City Manager
Negotiating with: TBD

On item 2, the City Council was asked to provide very general guidance over a property located at Gardendale and Paramount Boulevard. After a very brief presentation by staff there was no action taken by the City Council on that matter and general guidance was given to staff.

Mario Dominguez asked for clarification on the lawsuits and what the city would do with the property on Paramount Boulevard.

ADJOURNMENT

Mayor Hurtado unanimously adjourned the meeting at 6:36 p.m. and seconded by Council Member Barron.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JUNE 11, 2024**

CALL TO ORDER Gil Hurtado, Mayor called a Regular City Council Meeting to order at 7:38 p.m.

INVOCATION Steve Costley, Director of Parks and Recreation

PLEDGE OF ALLEGIANCE Yodit Glaze, City Clerk

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

Jazmine, Resident, spoke on behalf of her mother and stated there was a sewer line that had been broken. She is asking what the next step in order is to replace the sewer pipeline.

Amy Lu, Community Library, spoke on upcoming events in both community libraries.

Carlos Amador, Palm Pl, corrected his statement for the SEAACA contract. He provided some questions that can be asked to SEAACA for the correct information.

Liz Ruiz, Kauffman, provided an update for the Air Quality Management District and provided a reduction plan that was made to create green spaces.

Mario Dominguez expressed frustration about not having a call-in feature.

Adolfo Varas, a resident, commended the council for showing support for Pride Month. He also announced the next Pride event in Cudahy on June 29th.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Meredith Elguira, Director of Community Development, announced the closure of the Section 8 wait list and how many applicants they received.

Steve Costley, Director of Parks and Recreation, had nothing to report.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 11, 2024

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Jose Loera, City Traffic Engineer, had nothing to report.

Wendy O'Kelly, Director of Finance, had nothing to report.

Jon Hamilton, Director of Human Resources, had nothing to report.

Darren Arakawa, Chief of Police, will attend Liutenants Camacho graduation ceremony this upcoming Saturday. He also spoke on speaking on the international level to Law Enforcement leaders.

Rob Houston, City Manager, had nothing to report.

Raúl F. Salinas, City Attorney, had nothing to report.

Jose De La Paz, City Treasurer, reminded council to revisit the Technology Master Plan.

Yodit Glaze, City Clerk, announced Community Development will celebrate Dora Hernandez's 107th Birthday.

Council Member Avalos thanked the Men's Mental Health event she attended. She also wished a Happy Early Father's Day.

Council Member Barron echoed to revisit the Technology Master Plan.

Council Member Rios spoke on updates at the Southeast Campus.

Vice Mayor Davila spoke on concerns of where the students will be able to park and will add parking concerns to residents. She also spoke about some events she attended along with graduations.

Mayor Hurtado presented Adolfo Varas the LGBTQ proclamation. He also spoke on events he attended.

CONSENT CALENDAR

Agenda Items 1, 2, 3, 4, 5, 6, 7, 8, 10, 11 and 12 were approved by motion of Vice Mayor Davila and seconded by Mayor Hurtado.

ROLL CALL: Council Member Barron, yes; Council Member Rios, yes; Council Member Avalos, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes (recused from item 2).

Mario Dominguez, San Miguel Ave, requested if Pacific Pipeline can use funds for the splashpad. He also spoke on item 3 and feels the city is not being fair to residents as parking is a challenge.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 11, 2024

CONSENT CALENDAR

CONT'D

Carlos Amador, 9293 Park Ave, spoke on the issue regarding Southern Ave with parking.

Mr. Houston spoke on the issue of parking on Southern Ave.

1

LICENSES & PERMITS

The City Council unanimously approved items A & B during Consent Calendar:

- a. Ordinance No. 2024-03-CC entitled Ordinance of the City Council of the City of South Gate, California, granting a ten-year franchise from April 9, 2024, through and including April 8, 2034, to Pacific Pipeline System, LLC., to use, maintain, repair and replace a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing oil and oil products, within the City; and
- b. Appropriated the fees estimated in the amount of \$24,348 to the General Fund Reserve.

2

STREETS/SIDEWALKS/ LANDSCAPING

The City Council made a finding and adopted Resolution No. 2024-43-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code during Consent Calendar.

3

PLANNING COMM APPEALS

The City Council unanimously approved items A & B during Consent Calendar:

- a. Resolution No. 2024-44-CC entitled Resolution of the City Council of the City of South Gate, California prohibiting overnight parking on portions of Southern Avenue and Southern Place adjacent to South Gate Park between the hours of 11:00 P.M. and 6:00 A.M. of the day following; and
- b. Approved finding that the Resolution prohibiting overnight parking is exempt from CEQ.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 11, 2024

4

ELECTION ADMIN

The City Council unanimously approved items A, B, C & D during Consent Calendar:

- a. Resolution No. 2024-45-CC entitled Resolution of the City Council of the City of South Gate, California, calling for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of certain officers and requesting the Board of Supervisors of the County of Los Angeles to consolidate the election with any and all elections also called to be held on Tuesday, November 5, 2024 and requesting the Board to render specified services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 5, 2024;
- b. Resolution No. 2024-46-CC entitled Resolution of the City Council of the City of South Gate, California, approving regulations for Candidates for Elective Office pertaining to Candidates' Statement submitted to the voters at the General Municipal Election to be held on Tuesday, November 5, 2024;
- c. Resolution No. 2024-47-CC entitled Resolution of the City Council of the City of South Gate, California, to resolve a tie vote by lot using the Coin Toss Method for Elective Offices in the event of a tie vote at the November 5, 2024, Municipal Election; and
- d. Authorized the City Clerk to issue a notice of a General Municipal Election to be held on November 5, 2024.

5

PERSONNEL - MOU BETW CITY & EMPLEE GROUPS

The City Council unanimously approved items A & B during Consent Calendar:

- a. Resolution No. 2024-48-CC entitled Resolution of the City Council of the City of South Gate, California, approving the comprehensive successor Agreement (Contract No. 2024-48-CC) between the City and the South Gate Executive Management for the term of July 1, 2024, through June 30, 2025; and
- b. Authorized the Mayor to execute the comprehensive successor Agreement in a form acceptable to the City Attorney.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 11, 2024

6

PERSONNEL RECRUITMENT & SELECTION

The City Council unanimously approved items A & B during Consent Calendar:

- a. Resolution No. 2024-49-CC entitled Resolution of the City Council of the City of South Gate, California, to Repeal Resolution No. 6454 (Salary Resolution and Position Classification Plan); and
- b. Certain terms and conditions of employment.

7

TOWING POLICIES/ SERVICES

The City Council unanimously approved items A & B during Consent Calendar:

- a. Amendment No. 2 to Contract No. 3396 with Mr. C's Towing of South Gate, Inc., for the adjustments of towing and storage fees; and
- b. Authorized the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

8

TRANSPORTATION PLANNING/ADMIN

The City Council unanimously approved items A & B during Consent Calendar:

- a. Accepted completion of construction effective June 7, 2024, of The Boulevard Project, constructed by Sequel Contractors, Inc.;
- b. Directed the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office;
- c. Amendment No. 1 to Contract No. 2023-11-CC with FCG to fund additional construction management and inspection services that were required for The Boulevard Project, in an amount not-to-exceed \$29,287; and
- d. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

9

REMOVED FROM THE AGENDA

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 11, 2024

10

CITY FACILITIES MANAGEMENT

The City Council unanimously approved a Purchase Order to fund Southern California Edison Service Request No. 7590554408 which is necessary to secure dedicated service to the South Gate Police Station required as a part of the South Gate Police Department HVAC System, City Project No. 667-GEN, in the amount of \$64,724 during Consent Calendar.

11

FINANCIAL MGMT

The City Council unanimously adopted the City's Annual Statement of Investment Policy during Consent Calendar.

12

WORKERS' COMPENSATION ADMIN

The City Council unanimously approved items A, B & C during Consent Calendar:

- a. An excess workers' compensation insurance policy with Safety National, through Alliant for a one-year term of July 1, 2024, through July 1, 2025, with a premium in the amount of \$197,408;
- b. Authorized payment, in the amount of \$197,408, to Alliant for the policy issued by Safety National; and
- c. Authorized the Mayor to execute the "Request to Bind Coverage," "Program Commitment Agreement," or similar contract in a form acceptable to the City Attorney.

13

CITY COUNCIL

The City Council unanimously received the Council Strategic Goal List and reviewed proposed priority project list designed to support the City Council Goal list. Approved Council Goals and priority project list to set 2024 priorities.

Mr. Houston presented the goals in a prioritized manner with the first goal being Public Safety.

Mario Dominguez suggested 3 projects that could be added as goals for the city that will benefit the residents.

Liz Ruiz, Kauffman, expressed the need for more community engagement and asked what the metrics are for these goals.

Council Member Barron asked if there was a metrics plan to let residents know.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 11, 2024

13

CITY COUNCIL CONT'D

Mr. Houston stated that there will be a thorough metrics plan for a more thorough understanding.

ROLL CALL: Council Member Barron, yes; Council Member Rios, yes; Council Member Avalos, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

14

DEVELOPMENT

The City Council unanimously received and filed the City of South Gate ADU Program by motion of Council Member Avalos and seconded by Mayor Hurtado.

Sandra Varela presented the ADU program and stated the goal is to increase the number of affordable housing.

Mayor Hurtado asked if there are any restrictions on what they can and can't do for ADU.

Mario Dominguez asked if Residents are able to build rooms.

Council Member Rios asked how many ADU's are built on average.

Council Member Avalos asked a question on garage conversions.

Ms. Elguira stated the JADU and ADU units in the past 3 years.

Council Member Barron asked for confirmation on getting certification on the occupancy. He also asked for solar panel confirmation.

ROLL CALL: Council Member Barron, yes; Council Member Rios, yes; Council Member Avalos, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

15

WARRANTS

The City Council unanimously approved the Warrant Register for June 11, 2024.

Total of Checks:	\$1,509,724.09
Less: Voids	\$ (0.00)
Less: Employee Payroll Deductions	\$ <u>(243,554.31)</u>
Grand Total:	\$1,266,169.78

ROLL CALL: Council Member Barron, yes; Council Member Rios, yes; Council Member Avalos, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 11, 2024

ADJOURNMENT

Mayor Hurtado unanimously adjourned the meeting at 9:09 p.m. and seconded by Council Member Barron.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JUNE 25, 2024**

CALL TO ORDER	Maria Davila, Vice Mayor called a Special City Council Meeting to order at 5:30 p.m.
ROLL CALL	Yodit Glaze, City Clerk
PRESENT	Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raul F. Salinas
ABSENT/EXCUSED	Mayor Gil Hurtado
1 PROCLAMATION	The City Council issued a proclamation declaring the 4th of July as Independence Day.
2 PROCLAMATION	The City Council issued a proclamation declaring July 2024 as "Parks Make Life Better" Month.
3 PROCLAMATION	The City Council presented a proclamation to Kenneth Anderson for Retirement in recognition of his 29 years of service to The City of South Gate.
4 PERSONNEL RECRUITMENT & SELECTION	The City Council introduced the New and Promoted full-time employees hired in the Month of May 2024.
5 CERTIFICATE OF APPRECIATION	The City Council presented a certificate of appreciation to the South Gate Multicultural Women's Club.
6 CERTIFICATE OF APPRECIATION	The City Council presented a certificate of appreciation to the Women's Federation for World Peace.
7 CERTIFICATE OF APPRECIATION	The City Council presented a certificate of appreciation to the South Gate Chamber of Commerce.

SPECIAL CITY COUNCIL MEETING MINUTES OF JUNE 25, 2024

CLOSED SESSION

The Council Members recessed into Closed Session at 6:18 p.m. and reconvened at 6:46 p.m. with four (4) Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION

Pursuant to Government Code Section 54956.9(a),
54954.9(b)(3)(C)

a. Guadalupe Morales v. City of South Gate

Item 1(a) was pulled prior to going into closed session and was not discussed in closed session.

2. CONFERENCE WITH LEGAL COUNSEL – THREATENED LITIGATION

Pursuant to Government Code Section 54956.9(b)(3)(D)&(E)

One (1) - Potential Case

On item 2, the City Manager presented a potential case of threatened litigation against the city. There was no action taken by the City Council, but guidance was given.

ADJOURNMENT

Council Member Avalos adjourned the meeting at 6:47 p.m. and seconded by Council Member Barron.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JUNE 25, 2024**

CALL TO ORDER Maria Davila, Vice Mayor called a Regular City Council Meeting to order at 6:47 p.m.

INVOCATION Steve Costley, Director of Parks and Recreation

PLEDGE OF ALLEGIANCE Giselle Hernandez, Marketing and Community Engagement Manager

ROLL CALL Yodit Glaze, City Clerk

PRESENT Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

ABSENT/EXCUSED Mayor Gil Hurtado

**COMMENTS FROM THE
AUDIENCE - NON-AGENDA
ITEMS**

Julie Hernandez, Hollydale Library, encouraged the community for engagement with Library activities.

Email: Mario Dominguez stated that he is disappointed there is no call-in feature discussion on the agenda. He also expressed gratitude to Mr. De La Paz for leading the council in the Technology masterplan update.

**REPORTS AND COMMENTS
FROM CITY OFFICIALS**

Arturo Cervantez, Director of Public Works, reported on the CIP presentation. He spoke on the Watermain replacement project, Tweedy Mile Street Project, and project schedules.

Steve Costley, Director of Parks and Recreation, announced the 4th of July events and timeline. He also announced the Concerts on the Park that will begin in August.

Meredith Elguira, Director of Community Development, had nothing to report.

Jon Hamilton, Director of Human Resources, provided jobs that are available to apply.

Captain Perez, representing Chief of Police Darren Arakawa, announced events being put on by South Gate PD.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2024

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Robert Houston, City Manager, spoke on the progress of requesting a call-in feature and how there is no room for the City Clerk to be able to take on the responsibility. He is continuing to research the budget for that.

Raúl F. Salinas, City Attorney, had nothing to report.

Jose De La Paz, City Treasurer, had nothing to report.

Yodit Glaze, City Clerk, had nothing to report.

Council Member Avalos spoke on attending a celebration for the 107th year old resident. She also attended the Vector Control meeting and South Gate High School graduation. She also spoke on the Hot Dog cookout for employees and upcoming elections misinformation.

Council Member Barron extended thanks for the successful Hotdog cookout and contributions. He also spoke on the SG High graduation and expressed pride for students being accepted to many colleges. Lastly announced the Charter banquet for the Kiwanis club.

Council Member Rios also echoed comments from the Hotdog cookout. He provided insight on the upcoming election and getting involved.

Vice Mayor Davila also echoed comments for the Hotdog cookout. She also confirmed the adjournment of Luis Hernandez and Ezra Quintanilla, grandson of Chris Lopez, South Gate employee.

CONSENT CALENDAR

Agenda Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 were approved by motion of Council Member Avalos and seconded by Vice Mayor Davila.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes (recused from 8, 10, 15, 16); Council Member Rios, yes; Vice Mayor Davila, yes (recused from 5); Mayor Hurtado, excused.

Email: Mario Dominguez spoke on item 16 and stated that the City should be able to use CDBG funds for the splashpad he has been requesting.

1 STREETS/SIDEWALKS/ LANDSCAPING

The City Council approved items A, B, C & D during Consent Calendar:

- a. Addendum No. 2 to Resolution 2021-61-CC ("Addendum No. 2") entitled Resolution of the City Council of the City of South Gate, California, approving Addendum No. 2 to the Transfer Agreement

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2024

**1
STREETS/SIDEWALKS/
LANDSCAPING CONT'D**

No. 2021RPLLARO5 (Addendum No. 2 to Contract No. 2021-146-CC) between the City and the Los Angeles County Flood Control District for the Safe, Clean Water Program - Regional Fund Program ("Transfer Agreement") to receive the Fiscal Year 2023/24 funding allocation of \$346,000 awarded for the Urban Orchard Project;

- b. Appropriated the \$346,000 in Measure W Funds to be transferred to the Urban Orchard Project and authorizing the Director of Administrative Services to make any budget adjustments needed to carry out this recommended action;
- c. Authorized the Mayor to sign Addendum No. 2; and
- d. Authorized the City Manager to execute and submit all other documents pertaining to Addendum No. 2.

**2
STREETS/SIDEWALKS/
LANDSCAPING**

The City Council adopted Resolution No. 2024-50-CC entitled Resolution of the City Council of the City of South Gate, California, adopting the Local Streets and Roads Funding Program Project List for Fiscal Year 2024/25 to program (a) \$200,000 in Senate Bill I funds for the Annual Sidewalk Grinding Program, (b) \$1,496,369 in Senate Bill I funds for the Citywide Residential Resurfacing Phase IV, City Project No. 699-ST, (c) \$250,000 in Senate Bill 1 funds for the Citywide Residential Resurfacing Phase V, City Project No. 637-ST, (d) \$500,000 in Senate Bill 1 funds for the Citywide Sidewalk Improvements Phase X, for a total of \$2,200,000 in Senate Bill 1 funds during Consent Calendar.

**3
STREETS/SIDEWALKS/
LANDSCAPING**

The City Council made a finding and adopted Resolution No. 2024-51-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code during Consent Calendar.

**4
PERSONNEL ADMIN**

The City Council adopted Resolution No. 2024-52-CC entitled Resolution of the City Council of the City of South Gate, California, approving and adopting an updated consolidated pay during Consent Calendar.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2024

5

**TWEEDY MILE ADVISORY
BOARD**

The City Council approved items A & B during Consent Calendar:

- a. The Tweedy Mile Advisory Board's Annual Report for Fiscal Year 2024/25; and
- b. Resolution No. 2024-53-CC entitled Resolution of the City Council of the City of South Gate, California, declaring the City's intention to levy and collect assessments for Fiscal Year 2024/25 for the Parking and Business Improvement Area (known as the Tweedy Mile Business District) Business License and scheduling a Public Hearing for July 23, 2024.

6

WASTEWATER MGMT

The City Council approved items A & B during Consent Calendar:

- a. Amendment No. 2 to Contract No. 2020-53-CC ("Amendment No. 2") with John L. Hunter and Associates, Inc., to extend management services for the Industrial Waste Program and Fat, Oil, and Grease Control Program for one year, not-to-exceed amount of \$56,760; and
- b. Authorized the Mayor to execute Amendment No. 2 to Contract No. 2020-53-CC in a form approved by the City Attorney.

7

**STREETS/SIDEWALKS/
LANDSCAPING**

The City Council approved items A & B during Consent Calendar:

- a. Amendment No. 4 to Contract No. 2021-147-CC with BKF Engineers, Inc., for additional design and construction support services for the Citywide Residential Resurfacing Project, Phase I, II, III and IV, City Project Nos. 659-ST and 699-ST, in an amount not to-exceed \$116,230; and
- b. Authorized the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

8

CITY FACILITIES MGMT

The City Council approved items A, B & C during Consent Calendar:

- a. Amendment No. 1 to Contract No. 2022-41-CC with Honeywell International Inc., ("Agreement") to replace the existing chiller of the Sports Center HVAC System, at a cost not to exceed \$106,000;
- b. Authorized the Mayor to execute Amendment No. 1 to Contract No. 2022-41-CC in a form acceptable to the City Attorney; and

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2024

8

CITY FACILITIES MGMT CONT'D

- c. Authorized the City Manager to approve amendments up to a cumulative amount of \$30,000 to be funded with budgeted funds.

9

STREETS/SIDEWALKS/ LANDSCAPING

The City Council approved items A & B during Consent Calendar:

- a. Amendment No. 1 to Contract No. 2022-122-CC with Mark Thomas, Inc., to fund additional construction management and inspection services that were provided for the Citywide Residential Resurfacing Project, Phase I, II, and III, City Project Nos. 659-ST and 699-ST, in an amount not-to-exceed \$90,639; and
- b. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

10

PARKS

The City Council approved items A, B & C during Consent Calendar:

- a. Management Agreement (Contract No. 2024-52-CC) dated June 25, 2024 ("Agreement") with Goals Soccer Centers California LLC D/B/A Sofive extending the length of contract from 2-years to 5-years and increasing the concession fee;
- b. Appointed the Director of Parks & Recreation as the City Agent to act on behalf of the City in matters required for the successful execution of this agreement; and
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

11

COMMUNITY DEV/ HOUSING

The City Council approved items A & B during Consent Calendar:

- a. Renewal of the Reimbursement Agreement (Contract No. 2024-53-CC) between the LCAI Cities and the City of Bell for shelter beds in the Salvation Army Bell Shelter in an amount not to exceed \$31,087 provided that the LCAI cities have each approved the Agreement; and
- b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney, subject to the required approvals stated above.

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2024

12

PERSONNEL - MOU BETW

CITY & EMPLEE GROUPS The City Council approved items A & B during Consent Calendar:

- a. Side Letter of Agreement (Contract No. 2024-54-CC) with the South Gate Professional Mid-Management Association regarding bilingual pay; and
- b. Authorized the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

13

WATER

The City Council approved items A & B during Consent Calendar:

- a. Change Order No. 3 to Contract No. 2023-54-CC with Unified Field Services Corporation for additional work required for the Hawkins North and South Tank Rehabilitation, City Project No. 645-WTR in an amount not-to-exceed \$120,242; and
- b. Authorized the City Manager to execute Contract Change Order No. 3 to Contract No. 2023 -54-CC.

14

DATA PROCESSING SERVICES

The City Council approved items A & B during Consent Calendar:

- a. The procurement for a server, storage area network (SAN), licensing and professional services from Dell, Quadbridge and SHI HQ, in the amount of \$326,776; and
- b. Authorized the issuance of a purchase order to Dell, Quadbridge, and SHI HQ for infrastructure hardware and professional services.

15

SPORTS CENTER MGMT

The City Council approved items A & B during Consent Calendar:

- a. Change Order #2 of Sports Center and Swim Stadium Audio project for electrical work with installation of projectors and wireless microphone capabilities in the amount of \$7,045; and
- b. Appropriated General Funds in the amount of \$7,045.

16

PARKS

The City Council approved items A & B during Consent Calendar:

- a. Change Order #1 with Z&K Consultants, Inc., to provide construction management and inspection services for the construction of the South Gate Park Fence Project, City Project No. 550-PRK, in an amount not to exceed \$40,684; and

REGULAR CITY COUNCIL MEETING MINUTES OF JUNE 25, 2024

16

PARKS CONT'D

- b. Authorized the Director of Parks & Recreation to sign Change Order #1.

17

MINUTES

The City Council approved items A & B during Consent Calendar:

- a. The Special and Regular Meeting minutes of May 14, 2024; and
- b. The Special and Regular Meeting minutes of May 28, 2024.

18

WARRANTS

The City Council approved the Warrant Register for June 25, 2024, by motion of Council Member Rios and seconded by Council Member Avalos.

Total of Checks:	\$6,169,220.88
Less: Voids	\$ (89.06)
Less: Employee Payroll Deductions	\$ <u>(410,962.22)</u>
Grand Total:	\$5,758,169.60

Cancellations: 106100, 106187

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, excused.

ADJOURNMENT

Council Member Avalos adjourned the meeting in memory of Luis Hernandez and Ezra Quintanilla, grandson of Chris Lopez, South Gate employee at 7:24 pm.

PASSED and APPROVED this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

apChkLst
07/02/2024 5:04:49PM

JUL 16 2024
FILED 4:25pm

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106456	7/3/2024	00000437 AFLAC	Ben338281	7/3/2024	AMERICAN FAMILY LIFE INS.: PA	423.00	423.00
		Voucher:					
106457	7/3/2024	0012107 CALIFORNIA STATE DISBURSEMENT	Ben338285	7/3/2024	CA STATE DISB. UNIT: PAYMENT	299.99	299.99
		Voucher:					
106458	7/3/2024	00002138 FRANCHISE TAX BOARD	Ben338283	7/3/2024	GARNISHMENT - FRANCHISE TA	400.00	400.00
		Voucher:					

Sub total for BANK OF THE WEST: 1,122.99

3 checks in this report.

Grand Total All Checks: 1,122.99

WARRANT REGISTER FOR COUNCIL MEETING 7/23/2024

PART II

apChkLst
07/03/2024 9:19:56AM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST								
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
106464	7/3/2024	00002335	PITNEY BOWES	JUNE2024	6/30/2024	RESERVE ACCOUNT (# 34719070	3,050.00	3,050.00
		Voucher:						
106465	7/3/2024	0012555	SPLASHTOP INC	INV23199162	4/4/2024	SPLASHTOP BUSINESS REMOTE	4,853.26	4,853.26
		Voucher:						
Sub total for BANK OF THE WEST:								7,903.26
2 checks in this report.								
Grand Total All Checks:								7,903.26

WARRANT REGISTER FOR COUNCIL MEETING 7/23/2024

PART III

apChkLst
07/10/2024 4:40:59PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106469	7/10/2024	00003529 AT&T	960-449-6558 - 07	7/1/2024	BILLING PRD- JULY 2024	222.55	222.55
		Voucher:					
106470	7/10/2024	0010237 FRONTIER COMMUNICATIONS	209-057-1084-0712	7/1/2024	ACCT# 209-057-1084-051106-5 - J	42.57	42.57
		Voucher:					
106471	7/10/2024	0013435 HANDSOME GROUP	0002545	4/9/2024	ELECTRIC WORK - PURCHASE 8	5,500.00	
		Voucher:	0002554	4/24/2024	MICROPHONE @GYMNASIUM- P	1,544.36	7,044.36
106472	7/10/2024	00004578 INTERWEST CONSULTING GROU	263893	1/31/2024	JANUARY 2024 - INTERWEST CC	24,900.00	
		Voucher:	275588	2/29/2024	FEBRUARY 2024 - INTERWEST C	22,143.75	
			317361	4/26/2024	MARCH 2024 - INTERWEST CON	21,787.50	
			363000	6/5/2024	APRIL 2024 - INTERWEST CONSI	20,081.25	
			91757	10/18/2023	SEPTEMBER 2023 - INTERWEST	18,093.75	
			182132	12/31/2023	DECEMBER 2023 - INTERWEST C	17,681.25	
			179663	11/30/2023	NOVEMBER 2023 - INTERWEST C	14,868.75	
			420886	6/17/2024	MAY 2024 - INTERWEST CONSUL	11,531.25	151,087.50
106473	7/10/2024	0013699 LEASE SERVICING CENTER, INC,FORD MAVERICK		7/8/2024	FORD MAVERICKS FOR PD NEW	500.00	500.00
		Voucher:					
106474	7/10/2024	0013699 LEASE SERVICING CENTER, INC,CHEVY BLAZERS		7/8/2024	CHEVY BLAZERS FOR PD NEW \	500.00	500.00
		Voucher:					
106475	7/10/2024	00000322 SAM'S CLUB	000928	3/20/2024	CENTENIAL EVENT	598.22	
		Voucher:	001509	3/11/2024	EASTERFEST EVENT (\$ 623.40 -	589.66	
			003368	5/14/2024	EASTERFEST EVENT	508.81	
			60772256	4/2/2024	JANUARY BONILLA, LIZ CENDEJ,	418.94	
			009605	6/5/2024	SENIOR CTR SUPPLIES	344.20	
			006414	6/22/2024	SPECIAL EVENT SUPPLIES	190.26	
			006412 - 5/22/24	5/22/2024	LIL CHEFS CLASS SUPPLIES	46.94	
			006413	5/22/2024	GOLF COURSE SUPPLIES	41.05	
			009090	3/14/2024	EASTERFEST EVENT	31.96	2,770.04
106476	7/10/2024	00004865 SO CALIF EDISON	07/10/2024	7/10/2024	BILLING PERIOD - JUNE 2024	81,387.47	81,387.47
		Voucher:					

Sub total for BANK OF THE WEST: 243,554.49

8 checks in this report.

Grand Total All Checks: 243,554.49

WARRANT REGISTER FOR COUNCIL MEETING 7/23/2024

PART IV

apChkLst
07/11/2024 11:20:55AM

Final Check List
CITY OF SOUTH GATE

Page: 7

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106477	7/23/2024	0012681	ACCELERATED APPRAISALS	10001FRON	2/2/2024	JENNIFER CORONA & EDWARD	550.00	550.00
	Voucher:							
106478	7/23/2024	0014621	ACEVES, LEONEL	Ref000333056	6/24/2024	UB REFUND CST #00060802 - 99:	175.61	175.61
	Voucher:							
106479	7/23/2024	0009256	AECOM TECHNICAL SERVICES, I28116		5/6/2024	BLUEBEAM - CORE ANNUAL SUE	545.00	545.00
	Voucher:							
106480	7/23/2024	00004372	AIRGAS USA, LLC	9150615037	6/5/2024	DISTRIBUTATION OF SPECIALTY	225.49	
	Voucher:			9149778251	5/7/2024	CARBON DIOXIDE FOR POOL	239.62	
				9150723540	6/10/2024	DISTRIBUTATION OF SPECIALTY	213.80	
				9150369221	5/30/2024	CARBON DIOXIDE FOR POOL	364.14	1,043.05
106481	7/23/2024	0011325	ALAN'S LAWN & GARDEN CENTE	33589	6/25/2024	GROUNDS SUPPLIES	129.94	
	Voucher:			31505	6/13/2024	GROUNDS SUPPLIES	304.90	
				33333	6/24/2024	GROUNDS SUPPLIES	7.05	
				30460	6/25/2024	CARRY LARGE SUPPLY OF IRRIG	190.92	632.81
106482	7/23/2024	0011059	ALESHIRE & WYNDER, LLP	87225	6/24/2024	LEGAL SERVICES	7,598.10	7,598.10
	Voucher:							
106483	7/23/2024	00001727	AMERICAN RED CROSS	22684996	4/30/2024	STAFF CERTIFICATION RECORD	312.00	
	Voucher:			22691930	5/22/2024	STAFF CERTIFICATION RECORD	380.00	692.00
106484	7/23/2024	00000018	AMERICAN RENTAL INC.	557173	5/16/2024	CONCRETE FOUNDATION 10300	285.22	
	Voucher:			557748	6/14/2024	MISC EQUIPMENT RENTAL	1,037.19	1,322.41
106485	7/23/2024	0007196	ARMORCAST PRODUCTS COMP/0236533-IN		6/19/2024	RESTOCK WATER METER BOXE	43,509.32	43,509.32
	Voucher:							
106486	7/23/2024	00000201	ATLANTIC LOCK & KEY	000245	5/9/2024	SPECIALIZED KEYS FOR THE DE	110.25	110.25
	Voucher:							
106487	7/23/2024	0009040	ATLAS BACKFLOW	43930	4/30/2024	BACKFLOW ASSEMBLY	2,039.63	
	Voucher:			43623	3/22/2024	MISC	1,282.00	
				43693	4/3/2024	MISC	1,447.38	4,769.01
106488	7/23/2024	00002469	BOB BARKER COMPANY	INV2031275	6/7/2024	JAIL SUPPLIES: DISPOSABLE CC	128.20	
	Voucher:			INV2030762	6/6/2024	JAIL SUPPLIES: DISPOSABLE CC	470.19	598.39
106489	7/23/2024	00000651	BSN SPORTS, LLC	925876318	6/12/2024	SPORTS EQUIPMENT	1,359.00	1,359.00
	Voucher:							
106490	7/23/2024	0005554	CALIFORNIA BLDNG STANDARDS	APR-JUN 2024	6/30/2024	APRIL TO JUNE 2024 - BLDG STA	585.90	585.90
	Voucher:							
106491	7/23/2024	0011469	CALIFORNIA DENTAL NETWORK, MAY 2024		5/21/2024	MAY 2024: HMO PAYMENT	666.92	
	Voucher:			JUN 2024	6/21/2024	JUN 2024: HMO PAYMENT	606.47	1,273.39

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Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106492	7/23/2024	0013228	CANON SOLUTIONS AMERICA IN149004983	4/4/2024	(4) 36 X 300 20 # BOND PAPER, 3	233.30	233.30
		Voucher:					
106493	7/23/2024	0014624	CARDONA, RENE Ref000333059	6/24/2024	UB REFUND CST #00065649 - 10;	186.84	186.84
		Voucher:					
106494	7/23/2024	00003548	CDCE,INC 142793	6/25/2024	LAPTOPS & RADIOS FOR RANGE	1,837.50	1,837.50
		Voucher:					
106495	7/23/2024	00000898	CENTRAL BASIN MUNI WATER DISG-APR24	5/20/2024	APRIL 2024 - MONTHLY CB METE	10,732.85	10,732.85
		Voucher:					
106496	7/23/2024	0006239	CENTRAL FORD 45757	6/26/2024	AUTO PARTS	212.69	
		Voucher:	33684	10/3/2023	AUTO PARTS	37.09	
			40861	3/4/2024	AUTO PARTS FOR UNIT #186	388.08	
			40871	3/4/2024	AUTO PART FOR UNIT #187	67.52	
			39436	2/1/2024	AUTO PARTS FOR UNIT #186	88.18	793.56
106497	7/23/2024	0013515	CITY TIRES 43891	6/20/2024	WHEEL ALIGNMENT ON UNIT #1	89.00	
		Voucher:	43564	5/23/2024	WHEEL ALIGNMENT ON UNIT #1	89.00	
			43829	6/17/2024	AUTO ALIGNMENT AND TIRES	260.00	438.00
106498	7/23/2024	00004583	CODE PUBLISHING COMPANY GCI0014091	5/15/2024	SG MUNICIPAL CODE - CUMULA	188.00	188.00
		Voucher:					
106499	7/23/2024	00001045	COMPETITIVE AQUATIC SUPPLY 260539	6/11/2024	LIFEGARD UNIFORMS, SWIM TR	758.00	758.00
		Voucher:					
106500	7/23/2024	0011922	CONCENTRA MEDICAL CENTERS83407533	6/12/2024	MEDILAX SANTA FEE SPRINGS -	1,420.00	
		Voucher:	83483739	6/19/2024	6/1224-6/13/24 - MEDICAL SERV	425.00	1,845.00
106501	7/23/2024	0014048	CSI SERVICES, INC. 15778	6/11/2024	STEEL COATING INSPECTION- 4	13,580.00	13,580.00
		Voucher:					
106502	7/23/2024	00001423	DAILY JOURNAL CORPORATION B3820892	6/13/2024	PROOF OF PUBLICATION - ORD	110.00	
		Voucher:	B3821347	6/13/2024	PROOF OF PUBLICATION - LIVE	240.00	
			B3824143	6/20/2024	PROOF OF PUBLICATION - ORD	95.00	
			B3827238	6/27/2024	LIVE ENTERTAINMENT PERMIT F	235.00	680.00
106503	7/23/2024	0013681	DANIELS TIRE SERVICE, INC 200508003	6/14/2024	TIRE DISPOSAL	126.90	
		Voucher:	200507682	6/11/2024	TIRE DISPOSAL	239.70	
			200508331	6/26/2024	AUTOMOTIVE TIRES	84.90	
			200507680	6/11/2024	TIRE DISPOSAL	325.00	776.50
106504	7/23/2024	00000314	DAPEER ROSENBLIT & LITVAK LL23140	5/31/2024	LEGAL SERVICES	2,677.50	
		Voucher:	23141	5/31/2024	LEGAL SERVICES	385.00	3,062.50

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106505	7/23/2024	00002706	DATA TECHNOLOGIES INC, AC&C3021197-IN	6/21/2024	INSTALL PATCH PANEL	973.38	973.38
		Voucher:					
106506	7/23/2024	0009748	DEPARTMENT OF WATER & POWGA435793	6/6/2024	JULY 1, 2024 - JUNE 30, 2025 - LE	9,083.00	9,083.00
		Voucher:					
106507	7/23/2024	00000696	DEPT OF CONSERVATION DIVIS(APRIL-JUNE 2024	6/30/2024	APRIL TO JUNE 2024 PERMITS -	1,726.78	1,726.78
		Voucher:					
106508	7/23/2024	0006259	DESIGN WEST ENGINEERING 24617	5/31/2024	3/26/24-5/29/24 - EMERGENCY B/	37,955.00	62,925.00
		Voucher:	24282	3/16/2024	1/1/24-3/25/24 - EMERGENCY BA/	24,970.00	
106509	7/23/2024	0013734	DONALD CHRISTOPHER LACHEFSGPD 2024-014	6/4/2024	PROFESSIONAL SERVICES FOR	1,700.00	1,700.00
		Voucher:					
106510	7/23/2024	0014626	EAST LOS ANGELES COLLEGE Ref000333061	6/18/2024	UB REFUND CST #00045444 - 23-	50.00	50.00
		Voucher:					
106511	7/23/2024	00001782	EBERHARD EQUIPMENT 11352	6/19/2024	GROUNDS SUPPLIES	910.39	910.39
		Voucher:					
106512	7/23/2024	0014522	ECOTIERRA CONSULTING, INC 23-048	10/31/2023	7916 LONG BEACH BLVD NEPA C	13,012.50	13,012.50
		Voucher:					
106513	7/23/2024	0012309	EMP: TANG, KENNETH CIVIL ENGINEER	6/19/2024	REIMB: RENEWAL FOR CIVIL EN/	180.00	180.00
		Voucher:					
106514	7/23/2024	0012953	ENGINEERING - DESIGN- ANALY(I2190-D	5/23/2024	2/10/24-5/23/24 - SG PARK SPOR	4,275.00	10,062.00
		Voucher:	I2123-D	6/7/2024	12/5/23-6/7/24-85% COMPLETED	4,287.00	
			I2190-C	2/9/2024	10/24/23-2/9/24 - SG PARK SPOR	1,500.00	
106515	7/23/2024	0013810	EXECUTIVE MANAGEMENT, SEC(I24-353	6/7/2024	5/19/24-6/1/24 - SECURITY FOR L	7,447.50	32,152.50
		Voucher:	24-389	6/23/2024	6/2/24-6/15/24 - SECURITY SERVI	5,040.00	
			24-396	6/23/2024	6/2/24-6/15/24 - SECURITY SERVI	7,215.00	
			24-313	5/21/2024	5/5/24-5/18/24 - SECURITY FOR L	7,230.00	
			24-352	6/7/2024	5/19/24-6/1/24 - SECURITY COVE	5,220.00	
106516	7/23/2024	00001988	FAIR HOUSING FOUNDATION QTR 3-MAR 2024	4/8/2024	3/6/24-3/31/24 - PROFESSIONAL I	1,769.07	3,747.11
		Voucher:	QTR 3-FEB 2024	3/7/2024	PROFESSIONAL SERVICES ADM	1,978.04	
106517	7/23/2024	00000619	FALCON FUELS, INC. 73050	6/26/2024	REGULAR UNLEADED 10% ETH I	6,740.69	19,681.69
		Voucher:	72969	6/24/2024	REGULAR UNLEADED 10% ETH I	6,665.17	
			72758	6/17/2024	REGULAR UNLEADED 10% ETH I	6,275.83	
106518	7/23/2024	0013187	FAST 5 SOUTH GATE 9, LLC 7312	5/31/2024	MAY 2024 - CAR WASH SRVS (58	406.00	406.00
		Voucher:					
106519	7/23/2024	0013912	FAST DEER BUS CHARTER, INC. 11005	6/19/2024	6/19/24 - SAN CLEMENTE OUTLE	2,185.00	2,185.00
		Voucher:					

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106520	7/23/2024	00002026	FEDERAL EXPRESS CORPORATI	8-530-39149	6/14/2024	FEXEX STANDARD OVERNIGHT	12.40	
	Voucher:		8-523-11738	6/7/2024	FEXEX 2 DAY	14.51	26.91	
106521	7/23/2024	0008331	FORENSIC NURSE RESPONSE TI	05-10-24	6/1/2024	SART EXAMS SEXUAL ASSAULT	9,450.00	9,450.00
	Voucher:							
106522	7/23/2024	0010237	FRONTIER COMMUNICATIONS	562-197-1130-060	6/5/2024	ACCT# 562-197-1130-040121-5: 6	564.17	564.17
	Voucher:							
106523	7/23/2024	0013758	FROST BROWN TODD LLP	210458205	6/27/2024	LEGAL SERVICES	1,564.00	
	Voucher:		210465003	6/27/2024	LEGAL SERVICES	14,416.00		
			210458206	6/27/2024	LEGAL SERVICES	2,028.00		
			210459852	6/27/2024	LEGAL SERVICES	7,480.00		
			210459836	6/27/2024	LEGAL SERVICES	11,832.00		
			210458207	6/27/2024	LEGAL SERVICES	13,042.40		
			210459854	6/27/2024	LEGAL SERVICES	12,175.00		
			210459832	6/27/2024	LEGAL SERVICES	23,483.00		
			210458209	6/27/2024	LEGAL SERVICES	1,888.00		
			210458211	6/27/2024	LEGAL SERVICES	288.00		
			210458210	6/27/2024	LEGAL SERVICES	576.00		
			210458214	6/27/2024	LEGAL SERVICES	1,536.00		
			210458213	6/27/2024	LEGAL SERVICES	1,344.00		
			210459872	6/27/2024	LEGAL SERVICES	7,259.72		
			210458208	6/27/2024	LEGAL SERVICES	5,856.00		
			210458212	6/27/2024	LEGAL SERVICES	6,237.50		
			210458217	6/27/2024	LEGAL SERVICES	1,499.50		
			210465004	6/27/2024	LEGAL SERVICES	3,680.00		
			210458218	6/27/2024	LEGAL SERVICES	662.85		
			210459856	6/27/2024	LEGAL SERVICES	14,528.00		
			210458220	6/27/2024	LEGAL SERVICES	2,912.00		
			210458215	6/27/2024	LEGAL SERVICES	5,825.00		
			210458216	6/27/2024	LEGAL SERVICES	3,022.00		
			210459861	6/27/2024	LEGAL SERVICES	10,903.50		
			210458221	6/27/2024	LEGAL SERVICES	5,664.00		
			210458219	6/27/2024	LEGAL SERVICES	4,224.00	163,926.47	
106524	7/23/2024	0009215	G&M OIL COMPANY, LLC	012-063	6/7/2024	MAY 2024 - EXPRESS CAR WASH	140.00	
	Voucher:		012-062	6/7/2024	APRIL 2024 - EXPRESS CAR WASH	65.00		
			012-061	6/7/2024	MARCH 2024 - EXPRESS CAR WASH	120.00	325.00	

Bank : botw BANK OF THE WEST		(Continued)							
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
106525	7/23/2024	0014625	GASTELUM, EDUARDO	Ref000333060	6/18/2024	UB REFUND CST #00057935 - 31:	36.83	36.83	
		Voucher:							
106526	7/23/2024	00000577	GATEWAY CITIES COG	1	5/10/2024	1% SB2 PLHA (4TH YEAR)	6,184.00	6,184.00	
		Voucher:							
106527	7/23/2024	0013185	GILMAN CONSTRUCTION MEDIA	3131	5/31/2024	MAY 2024 PROVIDE GCMEDIA 4k	339.00		
		Voucher:		3078	4/30/2024	APRIL 2024- PROVIDE GCMEDIA	339.00	678.00	
106528	7/23/2024	0014620	GODINEZ, CARLOS	Ref000333055	6/24/2024	UB REFUND CST #00061691 - 98:	99.33	99.33	
		Voucher:							
106529	7/23/2024	0008789	GONZALEZ, VIOLETA ORQUIDIA	Q3-MARCH-2024	4/2/2024	MARCH 2024 - VIOLETA GONZAL	2,065.00	2,065.00	
		Voucher:							
106530	7/23/2024	00002890	GRAINGER	9132970410	5/28/2024	TIE DOWN STRAPS	87.31	87.31	
		Voucher:							
106531	7/23/2024	0013098	GREEN'S DRY CLEANING & LAUN	539221	5/31/2024	MAY 2024 - JAIL CLEANING OF B	1,035.60	1,035.60	
		Voucher:							
106532	7/23/2024	0013070	GRIFFIN STRUCTURES, INC.	GSI-SGUO-35	4/30/2024	APRIL 2024 - CONSTR. MNGMNT	9,850.73	9,850.73	
		Voucher:							
106533	7/23/2024	0014592	HALOGEN SYSTEMS, INC.	INV-2304	3/29/2024	WET TAP SENSOR - WELL 27	8,192.86	8,192.86	
		Voucher:							
106534	7/23/2024	0013348	HARPER & ASSOCIATES, ENGINE	ENG-8567	6/7/2024	HAWKINS RESERVOIR REHABILI	1,440.00	1,440.00	
		Voucher:							
106535	7/23/2024	0008788	HELPLINE YOUTH COUNSELING	SG101-03312023	3/31/2023	CDBG-CV RENTAL AND UTILITY /	36,619.17	36,619.17	
		Voucher:							
106536	7/23/2024	0014623	HERINCX, GERARDO	Ref000333058	6/24/2024	UB REFUND CST #00059991 - 92:	178.21	178.21	
		Voucher:							
106537	7/23/2024	0014629	HERNANDEZ, SAMANTHA	Ref000333064	6/18/2024	UB REFUND CST #00064519 - 89:	180.79	180.79	
		Voucher:							
106538	7/23/2024	00002529	HINDERLITER DE LLAMAS & ASS	SIN039801	6/30/2024	APRIL-JUNE 2024 - QUARTER 4 /	1,707.68	1,707.68	
		Voucher:							

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106539	7/23/2024	00000268	HOME DEPOT CREDIT SERVICES0340516	6/5/2024	GENERAL MAINTENANCE - MISC	91.11	
	Voucher:		6372627	5/30/2024	GENERAL MAINTENANCE - MISC	638.08	
			2372652	6/3/2024	GENERAL MAINTENANCE - MISC	13.10	
			1360084	6/4/2024	GENERAL MAINTENANCE - MISC	233.75	
			9352989	6/6/2024	GENERAL MAINTENANCE - MISC	334.44	
			4371791	6/11/2024	ELECTRICAL SUPPLIES	59.71	
			4372698	6/11/2024	GENERAL MAINTENANCE - MISC	12.79	
			2372710	6/13/2024	GENERAL MAINTENANCE - MISC	99.58	
			2372718	6/13/2024	GENERAL MAINTENANCE - MISC	96.37	
			8372732	6/17/2024	GENERAL MAINTENANCE - MISC	70.49	
			0360089	6/5/2024	GENERAL MAINTENANCE - MISC	41.72	
			7372686	6/8/2024	GENERAL MAINTENANCE - MISC	144.40	
			5340521	6/10/2024	GENERAL MAINTENANCE - MISC	261.96	
			5353012	6/10/2024	GENERAL MAINTENANCE - MISC	79.06	
			5353016	6/10/2024	GENERAL MAINTENANCE - MISC	98.06	
			3340534	6/12/2024	GENERAL MAINTENANCE - MISC	515.70	
			3360110	6/12/2024	GENERAL MAINTENANCE - MISC	41.06	
			7360121	6/18/2024	GENERAL MAINTENANCE - MISC	370.70	
			4372751	6/21/2024	MISC SUPPLIES	75.25	
			1353139	6/24/2024	MISC SUPPLIES	938.63	
			9372782	6/26/2024	ELECTRICAL SUPPLIES	657.80	
			9372775	6/26/2024	MISC SUPPLIES	917.73	
			8360165	6/27/2024	MISC SUPPLIES	342.13	
			H6627-462705		CREDIT - INVOICE 5340522 / H66	-261.80	
			5340522	6/10/2024	MISC SUPPLIES	261.80	
			4372750	6/21/2024	ELECTRICAL SUPPLIES	48.91	
			0361045	6/25/2024	MISC SUPPLIES	454.05	
			0372765	6/25/2024	MISC SUPPLIES	435.22	
			9372781	6/26/2024	ELECTRICAL SUPPLIES	375.02	
			9353149	6/26/2024	MISC SUPPLIES	56.41	
			7353173	6/28/2024	MISC SUPPLIES	169.11	
			7353077	6/18/2024	GENERAL MAINTENANCE - MISC	11.52	7,683.86
106540	7/23/2024	0011903	ITERIS, INC.	6/20/2024	THRU 5/31/2024 - ENGR SRVS F	3,292.00	3,292.00
	Voucher:		170696				

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106541	7/23/2024	00000209	JHM SUPPLY , INC.	96751/3	6/25/2024	GROUNDS SUPPLIES	1,776.39	3,510.10
	Voucher:			96570/3	6/24/2024	GROUNDS SUPPLIES	1,733.71	
106542	7/23/2024	00000430	JOHN L. HUNTER AND ASSOCIAT	SG1UOR12404	6/10/2024	APRIL 2024 - MANAGEMENT SEF	7,130.61	28,080.35
	Voucher:			SG1IW12404	6/13/2024	APRIL 2024 - MANAGEMENT SEF	18,040.00	
				SG1MS412404	6/13/2024	APRIL 2024 - PROFESSIONAL SE	2,729.74	
				SG1BCR12404	6/13/2024	APRIL 2024 - MANAGEMENT SEF	180.00	
106543	7/23/2024	0011585	JOHNSON CONTROLS FIRE	51769559	3/21/2024	FIRE SUPPRESSION SYSTEM IN	2,354.23	10,166.72
	Voucher:			24167050	6/4/2024	FIRE SUPPRESSION SYSTEM SV	361.00	
				24167049	6/4/2024	FIRE SUPPRESSION SYSTEM SV	361.00	
				24168928	6/5/2024	FIRE SUPPRESSION SYSTEM SV	523.00	
				24168929	6/5/2024	FIRE SUPPRESSION SYSTEM SV	361.00	
				24168930	6/5/2024	FIRE SUPPRESSION SYSTEM SV	361.00	
				24168943	6/5/2024	FIRE SUPPRESSION SYSTEM SV	361.00	
				24168944	6/5/2024	FIRE SUPPRESSION SYSTEM SV	389.25	
				24168945	6/5/2024	FIRE SUPPRESSION SYSTEM SV	389.25	
				51791535	3/28/2024	FIRE SUPPRESSION SYSTEM IN	2,511.29	
				51769523	3/21/2024	FIRE SUPPRESSION SYSTEM IN	2,194.70	
106544	7/23/2024	00003387	KNORR SYSTEMS, INC.	232506	4/16/2024	POOL VACUUM CORD	96.38	1,052.13
	Voucher:			236301	5/22/2024	HARDWARE FOR MEDIA REPLAC	955.75	
106545	7/23/2024	0007294	KOA CORPORATION	JC31114-11	6/6/2024	4/27/24-5/24/24 - STREET LIGHTS	4,073.56	10,668.99
	Voucher:			KAJC31203-1	4/9/2024	3/16/24-3/29/24 -4816 FIRESTONE	6,595.43	
106546	7/23/2024	00001478	LAKESHORE	881458121823	12/18/2023	SUPPLIES FOR QUARTERLY TOT	805.97	805.97
	Voucher:							
106547	7/23/2024	0014114	LEE & RO, INC	1249/06	6/12/2024	4/27/24-5/31/24 - SEWER SYSTEM	126,968.51	126,968.51
	Voucher:							
106548	7/23/2024	0014622	LEE, PAUL	Ref000333057	6/24/2024	UB REFUND CST #00065803 - 921	177.28	177.28
	Voucher:							
106549	7/23/2024	00003754	LIEBERT CASSIDY WHITMORE	268585	5/31/2034	LEGAL SERVICES	2,227.50	6,127.50
	Voucher:			SO100-10000	7/2/2024	MEMBERSHIP 07/01/24-06/30/25 -	3,900.00	
106550	7/23/2024	0014627	LIMON, YESENIA	Ref000333062	6/18/2024	UB REFUND CST #00065149 - 27	131.09	131.09
	Voucher:							
106551	7/23/2024	0014619	MACKEY, CAROL	Ref000333054	6/24/2024	UB REFUND CST #00031189 1030	40.00	40.00
	Voucher:							
106552	7/23/2024	0014490	MACRO AUTOMATICS CORPORA	936	6/20/2024	SCADA SYSTEMS UPGRADE	37,321.60	37,321.60
	Voucher:							

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106553	7/23/2024	0014634	MADERA BONILLA, JOSEPHINA	BONILLA CLAIM	7/1/2024	JOSEFINA MADERA BONILLA - LI	2,500.00	2,500.00
	Voucher:							
106554	7/23/2024	0013072	MANERI SIGN CO INC, DBA, STAT40015932		3/12/2024	REGULATORY/WARNING/GUIDE	2,379.30	2,379.30
	Voucher:							
106555	7/23/2024	0011962	MCA DIRECT	2024106	6/26/2024	INVOICE FOR ARCHIVAL RECOR	271.68	271.68
	Voucher:							
106556	7/23/2024	00000609	MCCAIN TRAFFIC SUPPLY	INV0280263	6/6/2024	TRAFFIC SIGNAL EQUIPMENT AI	1,980.46	1,980.46
	Voucher:							
106557	7/23/2024	00004060	MCMaster-CARR SUPPLY CO	28719941	6/17/2024	SPECIAL HARDWARE. NO WORK	24.91	
	Voucher:			28295741	6/7/2024	SPECIAL HARDWARE. NO WORK	77.32	
				28296028	6/7/2024	SPECIAL HARDWARE. NO WORK	320.96	
				23739349	3/14/2024	SPECIAL HARDWARE. NO WORK	81.39	
				28374299	6/10/2024	SPECIAL HARDWARE. NO WORK	79.50	
				28052383	6/4/2024	SPECIAL HARDWARE. NO WORK	50.85	
				28292947		CREDIT - INVOICE# 27464158	-291.57	343.36
106558	7/23/2024	00004093	MELAD & ASSOCIATES	SG24-20	7/1/2024	JUNE 2024 - CD TECH M. BAKER	7,245.00	
	Voucher:			SG24-21	7/1/2024	JUNE 2024- INSPECTOR CERVAN	7,785.00	
				SG24-22	7/1/2024	JUNE 2024 PLAN CHECK SERVIC	7,696.23	22,726.23
106559	7/23/2024	0011575	MERCHANTS BUILDING	807449	5/31/2024	MAY 2024 - MBM- ANNUAL JANIT	26,126.10	26,126.10
	Voucher:							
106560	7/23/2024	00003815	MICHELSON LABORATORIES, INC	0696324	5/31/2024	TITLE 22 LAB ANALYSIS	972.72	
	Voucher:			0696327	5/31/2024	TITLE 22 LAB ANALYSIS	868.50	
				0696326	5/31/2024	TITLE 22 LAB ANALYSIS	868.50	2,709.72
106561	7/23/2024	00000170	MISC - PKS & REC REFUND	69522629 UNTOU	6/15/2024	REFUND OF DEPOSIT DUE TO C	1,608.00	1,608.00
	Voucher:							
106562	7/23/2024	00000170	MISC - PKS & REC REFUND	67352195 MACHA	6/18/2024	REFUND OF DEPOSIT DUE TO C	1,450.00	1,450.00
	Voucher:							
106563	7/23/2024	00000170	MISC - PKS & REC REFUND	69565150 REVOLI	6/26/2024	REFUND OF FACILITY FEES DUE	539.00	539.00
	Voucher:							
106564	7/23/2024	00000170	MISC - PKS & REC REFUND	69165719 DE OC.	6/8/2024	REFUND OF DEPOSIT (AFTER E)	495.00	495.00
	Voucher:							
106565	7/23/2024	00000170	MISC - PKS & REC REFUND	71155944 SAN MI	6/12/2024	REFUND OF DEPOSIT (AFTER E)	495.00	495.00
	Voucher:							
106566	7/23/2024	00000170	MISC - PKS & REC REFUND	67947113 LAUSD	6/12/2024	REFUND OF DEPOSIT (AFTER E)	495.00	495.00
	Voucher:							

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106567	7/23/2024	00000170	MISC - PKS & REC REFUND	63206528 KIPP P	6/12/2024	REFUND OF DEPOSIT (AFTER E	495.00	495.00
	Voucher:							
106568	7/23/2024	00000170	MISC - PKS & REC REFUND	69475931 KIPP C	6/7/2024	REFUND OF DEPOSIT (AFTER E	495.00	495.00
	Voucher:							
106569	7/23/2024	00000170	MISC - PKS & REC REFUND	69214733 BELL C	6/4/2024	REFUND OF DEPOSIT (AFTER E	495.00	495.00
	Voucher:							
106570	7/23/2024	00000170	MISC - PKS & REC REFUND	64187917 BONILL	6/4/2024	REFUND OF DEPOSIT (AFTER E	495.00	495.00
	Voucher:							
106571	7/23/2024	00000170	MISC - PKS & REC REFUND	66026506 MEDOZ	6/4/2024	REFUND OF DEPOSIT (AFTER E	319.00	319.00
	Voucher:							
106572	7/23/2024	00000170	MISC - PKS & REC REFUND	69953701 HURTAI	6/18/2024	REFUND OF DEPOSIT (AFTER E	319.00	319.00
	Voucher:							
106573	7/23/2024	00000170	MISC - PKS & REC REFUND	68009495 MIRANI	6/18/2024	REFUND OF DEPOSIT (AFTER E	319.00	319.00
	Voucher:							
106574	7/23/2024	00000170	MISC - PKS & REC REFUND	68012904 SALCEI	6/18/2024	REFUND OF DEPOSIT (AFTER E	319.00	319.00
	Voucher:							
106575	7/23/2024	00000170	MISC - PKS & REC REFUND	68876043 SEIU - I	6/12/2024	REFUND OF DEPOSIT (AFTER E	165.00	165.00
	Voucher:							
106576	7/23/2024	00000170	MISC - PKS & REC REFUND	70430481 SANDO	6/26/2024	REFUND FOR FOOTBALL FUNDA	59.00	59.00
	Voucher:							
106577	7/23/2024	0011779	NACHO AUTOMOTIVE REPAIR, IN	37542	6/19/2024	VEHICLE SMOG INSPECTION & F	40.00	
	Voucher:			37509	6/17/2024	VEHICLE SMOG INSPECTION & F	40.00	
				37519	6/18/2024	VEHICLE SMOG INSPECTION & F	40.00	
				37555	6/20/2024	VEHICLE SMOG INSPECTION & F	40.00	
				37570	6/24/2024	VEHICLE SMOG INSPECTION & F	40.00	
				37572	6/24/2024	VEHICLE SMOG INSPECTION & F	40.00	
				37548	6/20/2024	VEHICLE SMOG INSPECTION & F	40.00	280.00
106578	7/23/2024	00004969	NATIONAL READY MIXED CONCR	903526	6/5/2024	CONCRETE, SAND AND AGGREG	906.46	
	Voucher:			903211	6/3/2024	CONCRETE, SAND AND AGGREG	689.79	1,596.25
106579	7/23/2024	0009990	NATURE'S SELECT PET FOOD	184593	5/16/2024	FOOD FOR K-9 OTIS/MENDEZ	126.12	
	Voucher:			184600	5/16/2024	FOOD FOR K-9 MILO/VEGA	126.71	252.83
106580	7/23/2024	0006698	NEOGOV	INV-44084	11/29/2024	10/30/24-10/29/25 -GOVERNMENT.	16,043.05	16,043.05
	Voucher:							

Bank : botw BANK OF THE WEST

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106582	7/23/2024	00001414 OFFICE DEPOT	370385025001	6/12/2024	OFFICE SUPPLIES	14.54	
	Voucher:		372614662001	6/20/2024	OFFICE SUPPLIES	56.94	
			372627621001	6/19/2024	OFFICE SUPPLIES	26.01	
			367837047001	6/4/2024	OFFICE SUPPLIES	57.78	
			368004268001	6/4/2024	OFFICE SUPPLIES	14.72	
			368006277001	6/4/2024	OFFICE SUPPLIES	18.37	
			368006277002	6/5/2024	OFFICE SUPPLIES	81.25	
			370859650001	6/18/2024	OFFICE SUPPLIES	419.73	
			370868747001	6/20/2024	OFFICE SUPPLIES	130.34	
			369262237001	6/12/2024	OFFICE SUPPLIES	560.05	
			370853604001	6/18/2024	OFFICE SUPPLIES	926.29	
			370877786001	6/18/2024	OFFICE SUPPLIES	78.16	
			370877794001	6/18/2024	OFFICE SUPPLIES	10.74	
			370877796001	6/18/2024	OFFICE SUPPLIES	31.28	
			370887963001	6/18/2024	OFFICE SUPPLIES	169.05	
			370918367001	6/18/2024	OFFICE SUPPLIES	27.99	
			370259291001		CREDIT - INVOICE# 3693919080C	-26.45	
			369443455001	6/4/2024	OFFICE SUPPLIES	186.93	
			373251644001	6/21/2024	OFFICE SUPPLIES	100.20	
			370384256001	6/12/2024	OFFICE SUPPLIES	106.72	
			370385017001	6/12/2024	OFFICE SUPPLIES	84.65	
			371841448001	6/26/2024	OFFICE SUPPLIES	232.37	
			373089217001	6/20/2024	OFFICE SUPPLIES	799.65	
			373096870001	6/24/2024	OFFICE SUPPLIES	189.06	
			373096882001	6/19/2024	OFFICE SUPPLIES	15.41	
			370716209001	6/18/2024	OFFICE SUPPLIES	439.26	
			370235497001	6/18/2024	OFFICE SUPPLIES	108.34	
			372236994001	6/20/2024	OFFICE SUPPLIES	2,094.67	
			370737518001	6/18/2024	OFFICE SUPPLIES	970.80	
			368668941001	6/18/2024	OFFICE SUPPLIES	547.25	
			368198267001	6/24/2024	OFFICE SUPPLIES	94.65	
			371560173001	6/19/2024	OFFICE SUPPLIES	520.51	
			371561241001	6/19/2024	OFFICE SUPPLIES	12.37	
			370716209002	6/19/2024	OFFICE SUPPLIES	64.29	
			370883846001	6/19/2024	OFFICE SUPPLIES	1,958.50	

Bank : botw BANK OF THE WEST			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			373096883001	6/24/2024	OFFICE SUPPLIES	25.59	
			373096884001	6/20/2024	OFFICE SUPPLIES	57.10	
			368708326001	6/5/2024	OFFICE SUPPLIES	56.55	
			370875935001	6/18/2024	OFFICE SUPPLIES	180.25	
			370877863001	6/18/2024	OFFICE SUPPLIES	57.73	
			370877865001	6/17/2024	OFFICE SUPPLIES	41.26	
			370826542001	6/18/2024	OFFICE SUPPLIES	57.65	
			370828032001	6/18/2024	OFFICE SUPPLIES	91.44	
			368090945001	6/4/2024	OFFICE SUPPLIES	907.16	
			368128454001	6/4/2024	OFFICE SUPPLIES	17.44	
			368140534001	6/4/2024	OFFICE SUPPLIES	572.21	
			368168171001	6/3/2024	OFFICE SUPPLIES	19.99	
			368656442001	6/4/2024	OFFICE SUPPLIES	835.75	14,042.54
106583	7/23/2024	0009786	OLIVAREZ MADRUGA LEMIEUX, (25145	5/31/2034	LEGAL SERVICES	45.00	45.00
	Voucher:						
106584	7/23/2024	0007984	O'REILLY AUTO PARTS	3063-159781	4/3/2024	AUTO PARTS	57.90
	Voucher:						
				3063-160818	4/10/2024	AUTO PARTS	54.74
				3063-171287	6/18/2024	AUTO PARTS	78.15
				3063-171547	6/19/2024	AUTO PARTS	121.16
				3063-171394	6/18/2024	AUTO PARTS	93.87
				3063-161109		CREDIT	-104.73
				3063-171179	6/17/2024	AUTO PARTS	70.47
				3063-171231	6/17/2024	AUTO PARTS	158.54
				3063-171445	6/19/2024	AUTO PARTS	187.31
				3063-171706	6/20/2024	AUTO PARTS	138.24
				3063-171664	6/20/2024	AUTO PARTS	31.64
				3063-172259	6/24/2024	AUTO PARTS	62.37
106585	7/23/2024	00003899	PD: CHAVEZ, JAMES	TNR 88	6/18/2024	MAY 20-22, 2024 - FIELD TRAININ	241.50
	Voucher:						
106586	7/23/2024	00003620	PD: CORELLA, CARLOS	TNR 100	6/18/2024	MAY 6-9, 2024 - POST MANAGEM	331.36
	Voucher:						
				TNR 122	6/18/2024	MAY 13-16, 2024 - CA ASSOCIATI	411.68
106587	7/23/2024	00003556	PD: MUNOZ, ARMANDO	TNR 88	6/18/2024	MAY 20-22, 2024 - FIELD TRAININ	241.50
	Voucher:						
106588	7/23/2024	0009511	PD:PRADO FAMILY SHOOTING R/7046		6/16/2024	JUNE 11, 2024 - RANGE RENTAL	450.00
	Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106589	7/23/2024	00004717	PETTY CASH- GENERAL FUND - 6/3/24-7/9/24	7/9/2024	6/3/24-7/9/24 - PETTY CASH	1,014.70	1,014.70
		Voucher:					
106590	7/23/2024	0014012	PIPE TEC, INC. 12814	6/20/2024	CLOSED CIRCUIT TELEVISION IN	13,092.00	13,092.00
		Voucher:					
106591	7/23/2024	00002335	PITNEY BOWES 3106741265	6/29/2024	4/30/24-7/29/24: POSTAGE MACH	1,279.84	1,279.84
		Voucher:					
106592	7/23/2024	0011066	PK: BARNETT, RHONDA 61382847/213185/	6/20/2024	FORFEIT FEE (SPRING 2024)	80.00	80.00
		Voucher:					
106593	7/23/2024	0012870	PK: BIBRIESCA DE ARELLANO, MMBSPRING0624-2	6/27/2024	6/13/24-6/27/24 - STEP AEROBICS	225.00	
		Voucher:	MBSRING0624-2	7/1/2024	6/14/24-6/28/24 - STEP AEROBICS	225.00	450.00
106594	7/23/2024	0011257	PK: GUILMETTE, ROBERT RGSPRING0624-2	6/26/2024	6/17/24-6/26/24 - YOGA CLASSES	480.00	480.00
		Voucher:					
106595	7/23/2024	0013797	PK: MANRIQUEZ, EYVAR EMSRING0624-2	7/1/2024	6/13/24-6/28/24 - MUAY THAI CON	210.00	210.00
		Voucher:					
106596	7/23/2024	0014459	PK: RANGEL, VIOLETA ISAVEL VRSPRING0624-2	7/1/2024	6/14/24-6/29/24 ADULT EXERCISI	270.00	270.00
		Voucher:					
106597	7/23/2024	0010624	PK: SANCHEZ, MARIBEL MSSRING0624-2	7/1/2024	6/15/24-6/29/24 -ZUMBA	135.00	135.00
		Voucher:					
106598	7/23/2024	0013659	PK: SANCHEZ, ROCIO RSSRING0624-2	7/1/2024	6/12/24-6/28/24 - ZUMBA CLASSE	630.00	630.00
		Voucher:					
106599	7/23/2024	0013796	PK: YOGAWITHVANESA VJSRING0624-2	6/27/2024	6/12/24-6/27/24 - ADULT YOGA	245.00	245.00
		Voucher:					
106600	7/23/2024	00003721	PLUMBERS DEPOT INC. PD-56370	6/11/2024	GAPVAX REPAIR AND PARTS	2,999.59	
		Voucher:	PD-56369	6/11/2024	GAPVAX REPAIR AND PARTS	2,533.30	5,532.89
106601	7/23/2024	0005405	POLLARDWATER.COM 0263426	5/29/2024	WATER RELATED TOOLS AND EC	95.55	95.55
		Voucher:					
106602	7/23/2024	00003405	POWER DESIGN 42338	6/5/2024	UPS BATTERY REPLACEMENT (I	1,579.84	1,579.84
		Voucher:					
106603	7/23/2024	0009041	PRES TECH EQUIPMENT COMPAINV-001044	6/18/2024	LEAK DETECTION EQUIPMENT	3,717.38	3,717.38
		Voucher:					
106604	7/23/2024	0009866	PROJECT PARTNERS, INC. 11887	5/6/2024	3/30/24-4/26/24 - STAFF AUGMEN	8,060.00	8,060.00
		Voucher:					
106605	7/23/2024	00000416	RAPID-O-PRINT 31227	6/6/2024	PRINTING SERVICES	330.75	330.75
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106606	7/23/2024	0011545 RELX, INC.	1431080-2024053	5/31/2024	MAY 2024 - AVCC ANNUAL SUBS	1,450.00	1,450.00	
		Voucher:						
106607	7/23/2024	00004773 RET: ALMANZA, JOSEPH A	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	167.79	167.79	
		Voucher:						
106608	7/23/2024	0008275 RET: AROCHA, FRANCIS X.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98	
		Voucher:						
106609	7/23/2024	00001840 RET: BLASKA, WILLIAM MIKE	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00	
		Voucher:						
106610	7/23/2024	00004776 RET: CARTER, LLOYD B	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00	
		Voucher:						
106611	7/23/2024	00000495 RET: CHAVEZ, ANTHONY A	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00	
		Voucher:						
106612	7/23/2024	0006505 RET: CORBET, RONALD	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98	
		Voucher:						
106613	7/23/2024	00004777 RET: DAY, ROBERT A	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00	
		Voucher:						
106614	7/23/2024	0008746 RET: DELEON, RUBEN	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00	
		Voucher:						
106615	7/23/2024	0011326 RET: GALVAN, RAY A.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00	
		Voucher:						
106616	7/23/2024	0006508 RET: GOMEZ, JOSEPH C.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00	
		Voucher:						
106617	7/23/2024	0010881 RET: KOOPMANS, WILLIAM O.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00	
		Voucher:						
106618	7/23/2024	0010410 RET: LEO, FRANK	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00	
		Voucher:						
106619	7/23/2024	00003833 RET: MOOMEY, STEVEN	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	518.00	518.00	
		Voucher:						
106620	7/23/2024	00003798 RET: RANGEL, ARMANDO	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00	
		Voucher:						
106621	7/23/2024	00000458 RET: SEWELL, ELAINE	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00	
		Voucher:						
106622	7/23/2024	00000459 RET: SEWELL, KENNETH R	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00	
		Voucher:						

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106623	7/23/2024	0014630	RIVAS, GLENDA	Ref000333065	6/18/2024	UB REFUND CST #00060790 - 240	204.28	204.28
		Voucher:						
106624	7/23/2024	00002735	ROADLINE PRODUCTS, INC. USA20056	6/6/2024	GRAFFITI EQUIPMENT	42.56		
		Voucher:	20007	5/20/2024	052024	1,036.32	1,078.88	
106625	7/23/2024	0007826	RON'S MAINTENANCE, INC.	1045	5/29/2024	ANNUAL CITYWIDE CATCH BASIN	8,360.00	8,360.00
		Voucher:						
106626	7/23/2024	0013470	SA ASSOCIATES	WMR-PH1-09	6/3/2024	11/1/23-5/31/24 - WATER MAIN RE	27,037.25	27,037.25
		Voucher:						
106627	7/23/2024	00000557	SAN DIEGO POLICE EQUIPMENT 661715	5/28/2024	SIMULATION CONVERSION BOL	7,136.85	7,136.85	
		Voucher:						
106628	7/23/2024	00004834	SECURITY SIGNAL DEVICES SYSR-00506948	4/1/2024	FY 2023/24: WATER FACILITIES S	6,295.02		
		Voucher:	R-00508278	4/1/2024	FY 2023/24: CIVIC CENTER LOC	5,812.44	12,107.46	
106629	7/23/2024	00004338	SEQUEL CONTRACTORS INC	614-09	5/15/2024	3/21/24-4/20/24 - GARFIELD AVE.	171,886.25	171,886.25
		Voucher:						
106630	7/23/2024	0014628	SOLARES, JOSE	Ref000333063	6/18/2024	UB REFUND CST #00065626 - 860	159.67	159.67
		Voucher:						
106631	7/23/2024	00005096	SOUTH COAST A.Q.M.D.	4348536	6/18/2024	FACILITY ID# 127482	169.90	169.90
		Voucher:						
106632	7/23/2024	0013585	STERICYLE, INC.	8007359135	5/31/2024	MAY 2024 - SHREDDING DOCUM	121.09	121.09
		Voucher:						
106633	7/23/2024	00002639	STRADLING YOCCA CARLSON &,407792		6/10/2024	LEGAL SERVICES	1,666.00	1,666.00
		Voucher:						
106634	7/23/2024	00004921	TARGET SPECIALTY PRODUCTS	INVP501449816	4/8/2024	PESTICIDES	581.54	
		Voucher:		INVP501412130	2/28/2024	PESTICIDES	551.75	
				INVP501413130	2/29/2024	PESTICIDES	1,483.16	2,616.45
106635	7/23/2024	0009039	TETRA TECH	52247951	5/24/2024	TETRA TECH REMEDIATION ACT	30,842.40	
		Voucher:		52263406	5/25/2024	TETRA TECH REMEDIATION ACT	21,432.61	52,275.01
106636	7/23/2024	0009659	THE LIFEGUARD STORE	INV001427980	6/11/2024	LIFEGUARD GEAR AND EQUIPM	984.49	984.49
		Voucher:						
106637	7/23/2024	0008109	THE ORIGINAL GOODIE'S UNIFORMS	16300	6/3/2024	UNIFORM, CSO PARK RANGER L	1,238.22	
		Voucher:		16180	5/24/2024	IKE JACKET CAMACHO & COREL	804.60	2,042.82
106638	7/23/2024	0011886	THE TRUST FOR PUBLIC LAND	11256	5/22/2024	7/1/23-4/30/24 - PROJ MNGMNT, I	144,442.20	
		Voucher:		10759	7/25/2023	4/1/23-6/30/23 - PROJ MNGMNT, I	141,267.24	285,709.44
106639	7/23/2024	00003851	THOMSON REUTERS	850270589	6/1/2024	MAY 2024 - WEST INFORMATION	759.00	759.00
		Voucher:						

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106640	7/23/2024	0011640	TIREHUB, LLC	42487398	6/12/2024	TIRES PURCHASE	817.40	817.40
		Voucher:						
106641	7/23/2024	00003438	TRANS UNION-SOUTHERN CALI	I05403557	5/28/2024	CREDIT CHECK PERIOD: 4/26/22	97.51	97.51
		Voucher:						
106642	7/23/2024	0010699	TRANSYSTEMS CORPORATION	INV-0004493938	6/4/2024	I-710 FIRESTONE BLVD SOUTH B	41,022.58	41,022.58
		Voucher:						
106643	7/23/2024	0013584	TRUE NORTH COMPLIANCE SER	24-05-022_1	6/1/2024	MAY 2024 - TRUE NORTH-PLAN C	4,453.14	4,453.14
		Voucher:						
106644	7/23/2024	00000637	TURF STAR INC	INV016751	5/14/2024	EQUIPMENT PARTS	151.56	
		Voucher:		INV016826	5/14/2024	EQUIPMENT PARTS	57.71	
				INV018264	5/20/2024	EQUIPMENT PARTS	156.64	
				INV024238	6/17/2024	EQUIPMENT PARTS	1,252.70	
				INV023275	6/12/2024	EQUIPMENT PARTS	164.55	
				INV018234	5/20/2024	EQUIPMENT PARTS	1,525.93	3,309.09
106645	7/23/2024	0013792	UNIFIRST CORPORATION	CSG0424	5/7/2024	APR 2024 - PROCUREMENT OF CI	279.09	
		Voucher:		CSG0524	6/4/2024	MAY 2024 - PROCUREMENT OF CI	960.87	1,239.96
106646	7/23/2024	0010265	UNITED PACIFIC SERVICES, INC.	24-0630-4	6/30/2024	TREE MAINTENANCE YEAR 2 OF	8,715.00	8,715.00
		Voucher:						
106647	7/23/2024	00001848	VERIZON WIRELESS	9967222290	6/21/2024	ACCT# 870804337-00001 - MAY 2	4,258.50	
		Voucher:		9964770665	5/21/2024	ACCT# 870804337-00001 - APRIL	3,339.36	7,597.86
106648	7/23/2024	00004423	WALTERS WHOLESALE ELECTRIC	S125448809.002	5/9/2024	ELECTRICAL SUPPLIES	72.79	72.79
		Voucher:						
106649	7/23/2024	00000028	WATER REPLENISHMENT DISTRICT	CBWM24-0107	6/5/2024	2024-2025: CENTRAL BASIN WAT	16,568.60	16,568.60
		Voucher:						
106650	7/23/2024	0008444	WATSON FURNITURE GROUP, INC	000098248	4/8/2024	2/28/24-3/8/24 - TEARDOWN & IN	14,148.38	
		Voucher:		000098399	5/1/2024	2/28/24-3/8/24 - TEARDOWN & IN	679.36	14,827.74
106651	7/23/2024	0012212	WAVETRONIX, LLC.	91678172	6/26/2024	RADAR DETECTION EQUIPMENT	16,598.14	16,598.14
		Voucher:						

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106652	7/23/2024	0010476	WECK LABORATORIES INC	W4D1553	4/18/2024	WATER QUALITY SAMPLING	440.00
	Voucher:			W4D2310	4/26/2024	WATER QUALITY SAMPLING	200.00
				W4D2311	4/26/2024	WATER QUALITY SAMPLING	135.00
				W4D2312	4/26/2024	WATER QUALITY SAMPLING	135.00
				W4D1369	4/16/2024	WATER QUALITY SAMPLING	270.00
				W4E1759	5/28/2024	WATER QUALITY SAMPLING	135.00
				W4E0138	5/2/2024	WATER QUALITY SAMPLING	640.00
				W4E1209	5/17/2024	WATER QUALITY SAMPLING	400.00
				W4E1351	5/20/2024	WATER QUALITY SAMPLING	400.00
				W4E1760	5/28/2024	WATER QUALITY SAMPLING	230.00
				W4E1761	5/28/2024	WATER QUALITY SAMPLING	95.00
				W4E1762	5/28/2024	WATER QUALITY SAMPLING	240.00
							3,320.00
106653	7/23/2024	00000032	WEST COAST MAILERS	11667	6/10/2024	JOB# 4-124: CYCLE 7-3/13/24-4/9.	2,209.93
	Voucher:			11668	6/10/2024	JOB# 4-111: CYCLE 3-2/29/24-3/2.	2,397.04
				11669	6/10/2024	JOB# 5-105: CYCLE 1-3/19/24-4/1.	2,993.02
				11670	6/10/2024	JOB# 5-113: CYCLE 3-3/28/24-4/2.	2,394.27
				11661	6/10/2024	JOB# 5-117: CYCLE 5-4/3/24-5/2/2	2,529.41
				11662	6/10/2024	JOB# 5-125: CYCLE 7-4/11/24-5/1:	2,300.72
				11664	6/10/2024	JOB# 4-115: CYCLE 5-3/6/24-4/2/2	2,531.48
				11665	6/10/2024	JOB# 4-108: CYCLE 1-2/16/24-3/1.	2,869.67
				11666	6/10/2024	JOB# 5-101: CYCLE 10-4/1/24-4/3	183.12
							20,408.66
106654	7/23/2024	00004593	WESTERLY METER SERVICE CO.	17619	5/28/2024	WATER METER TEST	70.00
	Voucher:						70.00

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
106655	7/23/2024	00000561	WESTERN EXTERMINATOR COM	61755130	6/13/2024	MAIN OFFICE/WH'S ANNUAL PEST	151.50	
	Voucher:		61755131	6/13/2024	MAIN OFFICE/WH'S - ANNUAL PEST	42.00		
			60647852	5/22/2024	TRANSFER STATION - ANNUAL PEST	234.25		
			61755325	6/19/2024	TRANSFER STATION - ANNUAL PEST	234.25		
			61756920	6/10/2024	PD - ANNUAL PEST CONTROL AID	227.15		
			61756921	6/10/2024	PD - ANNUAL PEST CONTROL AID	76.45		
			61754780	6/10/2024	SPORTS CENTER - ANNUAL PEST	275.00		
			61755132	6/10/2024	CIVIC CNTR - ANNUAL PEST CO	46.50		
			61755133	6/10/2024	CITY HALL - ANNUAL PEST CON	121.00		
			61754630	6/11/2024	HAWKNS RESERVOIR - ANNUAL	228.70		
			60647296	5/8/2024	SR CENTER - ANNUAL PEST COI	295.50		
			61754779	6/10/2024	SR CENTER - ANNUAL PEST CO	295.50		
			61756642	6/10/2024	SG AUDITORIUM - ANNUAL PEST	82.50		
			61758187	6/10/2024	PARK MAINT YARD - ANNUAL PEST	56.00		2,366.30
106656	7/23/2024	00001522	WHITE CAP CONSTRUCTION SUP	10020029416	6/6/2024	SPECIAL TOOLS	359.10	359.10
	Voucher:							
106657	7/23/2024	00001280	WILLDAN	00627938	6/10/2024	THRU 5/24/24 -3001 GLENWOOD	210.00	
	Voucher:			00420201	6/10/2024	THRU 5/24/24 - 5820 FIRESTONE	1,887.50	2,097.50
106658	7/23/2024	0007005	WILLDAN FINANCIAL SERVICES	010-57707	3/6/2024	THRU 2/23/2024 - ASSESSMENT	6,675.00	6,675.00
	Voucher:							
106659	7/23/2024	0011321	WITTEK GOLF	SO172272	6/6/2024	GOLF COURSE SUPPLIES AND E	1,102.46	1,102.46
	Voucher:							
106660	7/23/2024	0006745	XTREME AUTOBODY	3088	6/19/2024	AUTO BODY REPAIRS ON UNIT #	2,332.99	2,332.99
	Voucher:							
106661	7/23/2024	00003442	YOUNGBLOOD & ASSOCIATES, INC	2234A	6/17/2024	PRE-EMPLOYMENT POLYGRAPH	600.00	
	Voucher:			2231A	6/10/2024	PRE-EMPLOYMENT POLYGRAPH	300.00	
				2229A	6/10/2024	PRE-EMPLOYMENT POLYGRAPH	600.00	
				2227A	6/6/2024	PRE-EMPLOYMENT POLYGRAPH	300.00	
				2233A	6/14/2024	PRE-EMPLOYMENT POLYGRAPH	300.00	2,100.00
106662	7/23/2024	0013572	Z&K CONSULTANTS, INC	61017	6/4/2024	MAY 2024 - PROFESSIONAL SER	13,188.00	
	Voucher:			61016	2/14/2024	THRU JANUARY 2024 - PROFES	20,481.00	33,669.00

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
106663	7/23/2024	00000062	ZIEGLER'S HARDWARE& SUPPLY	3534	6/5/2024	MISC HARDWARE	28.62
	Voucher:		3538	6/4/2024	MISC HARDWARE	31.94	
			3590	6/19/2024	MISC HARDWARE	38.58	
			3566	6/12/2024	MISC HARDWARE	28.63	
			3580	6/17/2024	MISC HARDWARE	46.48	
			3575 - 6/14/24	6/14/2024	CONCRETE FINISH TOOLS FOR	78.24	
			3539	6/5/2024	JAIL CELL FLOORING PD	18.73	
			3568	6/12/2024	MISC HARDWARE	18.73	
			3583	6/17/2024	MISC HARDWARE	9.90	
			3481	5/24/2024	SUPPLIES TO POST NO PARKING	27.54	
			3525	6/4/2024	MISC HARDWARE	48.09	
			3529 6/4/24	6/4/2024	MISC HARDWARE	17.71	
			3545	6/6/2024	MISC HARDWARE	28.61	
			3560	6/10/2024	MISC HARDWARE	7.71	429.51
4302024	4/30/2024	00004309	AMERIFLEX	04302024	4/30/2024	APR 2024 - ACH DEBITS BMO	3,707.42
	Voucher:						3,707.42
5312024	5/31/2024	00004309	AMERIFLEX	05312024	5/21/2024	MAY 2024 - ACH DEBITS BMO	3,526.76
	Voucher:						3,526.76

Sub total for BANK OF THE WEST: 1,655,940.07

278 checks and 2 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 1,655,940.07

Void Checks

Bank code: botw

Bank code: efbotw

Check # Date
106581 7/23/2024

(none)

WARRANT REGISTER FOR COUNCIL MEETING 7/23/2024

PART V

apChkLst
07/15/2024 10:29:25AM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2766	7/3/2024	00004836	SEIU LOCAL 721 CTW CLC-23900Ben338287	7/3/2024	SEIU DUES: PAYMENT	2,853.63	2,853.63
		Voucher:					
2767	7/3/2024	00002370	INTERNAL REVENUE SERVICE Ben338289	7/3/2024	MEDICARE: PAYMENT	176,564.99	176,564.99
		Voucher:					
2769	7/3/2024	00001186	EMPLOYMENT DEVELOPMENT DBen338293	7/3/2024	SDI: PAYMENT	64,151.37	64,151.37
		Voucher:					
2770	7/3/2024	00000004	NATIONWIDE RETIREMENT SOLLBen338295	7/3/2024	DEF COMP NATIONWIDE: PAYME	93,031.88	93,031.88
		Voucher:					
2771	7/3/2024	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen338297	7/3/2024	SEIU- COPE LOCAL 721 DEDUCT	36.00	36.00
		Voucher:					
2772	7/3/2024	00004988	CHILD SUPPORT ON-LINE, STATEBen338299	7/3/2024	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12
		Voucher:					

Sub total for BANK OF THE WEST: 337,673.99

6 wire transfers in this report.

Grand Total All Wire Transfers: 337,673.99

WARRANT REGISTER FOR COUNCIL MEETING 7/23/2024

PART VI

apChkLst
07/11/2024 11:20:55AM

Final Check List
CITY OF SOUTH GATE

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Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3857	7/23/2024	0012466	RET: ADAMS, PAUL L.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,299.14	1,299.14
		Voucher:						
3858	7/23/2024	0005570	RET: ALONZO, ANTHONY	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	739.30	739.30
		Voucher:						
3859	7/23/2024	0012843	RET: AUSTIN, BYRON A.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,413.56	1,413.56
		Voucher:						
3860	7/23/2024	0005813	RET: AVILA, VINCENT	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3861	7/23/2024	0013775	RET: AVILES, OMAR ADOLFO	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	300.00	300.00
		Voucher:						
3862	7/23/2024	0014366	RET: BARKER, RILEY M.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3863	7/23/2024	0012982	RET: BONILLA CLAYTON, YADIRA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3864	7/23/2024	00001265	RET: BRASSFIELD, CHARLES R	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3865	7/23/2024	0006324	RET: BURBACH, MAUREEN	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3866	7/23/2024	0012844	RET: CAMACHO, EDWARD	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3867	7/23/2024	00000817	RET: CHRIST, DOUGLAS F	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3868	7/23/2024	00003408	RET: DAMRON, ROGER V	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3869	7/23/2024	0014404	RET: DAVILA, PAULITA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	300.00	300.00
		Voucher:						
3870	7/23/2024	0013163	RET: DAVIS, RANDALL JOHN	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,196.68	1,196.68
		Voucher:						
3871	7/23/2024	00001776	RET: EADE, JOANN	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	167.79	167.79
		Voucher:						
3872	7/23/2024	00003973	RET: EADS, KENNETH P.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	739.30	739.30
		Voucher:						
3873	7/23/2024	00003853	RET: FANNIN, ZONA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						

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Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3874	7/23/2024	0008820	RET: FERNANDEZ, CARLOS	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3875	7/23/2024	00004403	RET: FIELD, GARY	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3876	7/23/2024	0006507	RET: FIGUEROA, GLORIA A.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3877	7/23/2024	0013564	RET: FLAD, MICHAEL	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,339.68	1,339.68
		Voucher:						
3878	7/23/2024	00000605	RET: FORRESTER, BOB L	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3879	7/23/2024	0005355	RET: GALBREATH, RUSSELL	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	291.15	291.15
		Voucher:						
3880	7/23/2024	0011186	RET: GAMBOA, OSCAR	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3881	7/23/2024	00000496	RET: GEORGE, RONALD P	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3882	7/23/2024	00001660	RET: GOMEZ, RANDOLPH	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	300.00	300.00
		Voucher:						
3883	7/23/2024	0013121	RET: GONZALES, LORETTA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3884	7/23/2024	00003940	RET: GONZALEZ, HIRAM	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3885	7/23/2024	0006328	RET: GUTIERREZ, MANUEL	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3886	7/23/2024	0006510	RET: HERNANDEZ, MARIA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3887	7/23/2024	0006329	RET: HOMSHER, HUGH	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3888	7/23/2024	0013216	RET: HUFFMAN, EDWARD RAYM	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3889	7/23/2024	0012845	RET: HUGAR L., JAMES	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3890	7/23/2024	00004784	RET: HUNTRODS, RICHARD F	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	239.00	239.00
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3891	7/23/2024	0009521	RET: HUPP, KEITH	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3892	7/23/2024	0008058	RET: INMAN, RONALD	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3893	7/23/2024	00004785	RET: IRISH, TERRY F	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3894	7/23/2024	0011110	RET: JOHNSON, GERALD	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3895	7/23/2024	00004787	RET: KENNEDY, GARY E	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3896	7/23/2024	0005356	RET: KEY, ANDREW	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3897	7/23/2024	0011111	RET: KOOMEN, SHERI L.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3898	7/23/2024	0009946	RET: LEFEVER, STEVEN A.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	200.00	200.00
		Voucher:						
3899	7/23/2024	00004789	RET: LILLEY, RAYMOND E	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3900	7/23/2024	0012707	RET: LLOYD, BRUCE W.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3901	7/23/2024	0012927	RET: LONG, PENG	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3902	7/23/2024	0005633	RET: LOPEZ, ALFONSO	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	590.37	590.37
		Voucher:						
3903	7/23/2024	0006511	RET: LOPEZ, RAMON A.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3904	7/23/2024	0009453	RET: LOPEZ, VERONICA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3905	7/23/2024	0013398	RET: MARIN, SANDRA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3906	7/23/2024	0007656	RET: MATSUKIYO, DAVID	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3907	7/23/2024	0014276	RET: MCEVILLY, DEBORAH	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	300.00	300.00
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3908	7/23/2024	0013777	RET: MONTANEZ JR., ABELINO	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	300.00	300.00
		Voucher:						
3909	7/23/2024	00003328	RET: MOSBY, DOROTHEA S	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	167.79	167.79
		Voucher:						
3910	7/23/2024	0011895	RET: MUNOZ, ALFREDO	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3911	7/23/2024	00003239	RET: NASSAR, SAMI R	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	200.00	200.00
		Voucher:						
3912	7/23/2024	0012468	RET: ORTIZ, JULIAN	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	708.41	708.41
		Voucher:						
3913	7/23/2024	0012467	RET: PATINO, IGNACIO M.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3914	7/23/2024	0011522	RET: PELLERIN, ROBERT	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3915	7/23/2024	00005237	RET: PEREZ, SUSAN	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3916	7/23/2024	0010733	RET: PIXLER, DAVID	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,422.62	1,422.62
		Voucher:						
3917	7/23/2024	00004794	RET: POWELL, ROBERT K.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3918	7/23/2024	0006326	RET: RAMIREZ, VIRGINIA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3919	7/23/2024	0006327	RET: RASCO, ANGELA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3920	7/23/2024	0011967	RET: RIVERA, FRANK J.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	747.95	747.95
		Voucher:						
3921	7/23/2024	0011978	RET: RIVERA, HANNAH TELLEZ-CJUL 2024		7/9/2024	JULY 2024- RETIREE MEDICAL IN	747.95	747.95
		Voucher:						
3922	7/23/2024	0012837	RET: RODRIGUEZ, ANNA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3923	7/23/2024	0012682	RET: RUIZ, NELLIE	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3924	7/23/2024	0011112	RET: SALDIVAR, MARIO M.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
3925	7/23/2024	0013274	RET: SAUCEDO NEVAREZ, LUIS	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3926	7/23/2024	0009865	RET: SCHRADER, GEORGE R.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,245.00	1,245.00
		Voucher:						
3927	7/23/2024	0011521	RET: SCOTT, DAVID	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3928	7/23/2024	0013273	RET: SEKIYA, JONATHAN M	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3929	7/23/2024	0006513	RET: SHETTER, RANDOLPH M.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3930	7/23/2024	00000869	RET: SMITH, CHARLES R	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3931	7/23/2024	00004796	RET: SPEELMAN, PATRICIA L	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3932	7/23/2024	00002147	RET: SPROWLS, KENNETH C	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher:						
3933	7/23/2024	0008313	RET: SULLIVAN, DARREN	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3934	7/23/2024	0006512	RET: TATTI, WILLIAM P.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3935	7/23/2024	0012960	RET: TAYLOR, TOM C.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3936	7/23/2024	0014457	RET: TEEPLES, JAMES	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher:						
3937	7/23/2024	0014524	RET: TIMOTEO, VINEULA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	300.00	300.00
		Voucher:						
3938	7/23/2024	0005357	RET: TODD, ROBERT M.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	616.10	616.10
		Voucher:						
3939	7/23/2024	0014403	RET: TORRES, DAVID E	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	200.00	200.00
		Voucher:						
3940	7/23/2024	0012959	RET: TREJO, RAMONA M	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher:						
3941	7/23/2024	0014379	RET: URTEZ, YOLANDA	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	300.00	300.00
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3942	7/23/2024	00003573 RET: VAN LIEROP, MARTIN G	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	291.15	291.15
		Voucher: 3942					
3943	7/23/2024	0013776 RET: VARGAS, ALEX J.	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	300.00	300.00
		Voucher: 3943					
3944	7/23/2024	00003959 RET: WADE, RICHARD	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	291.15	291.15
		Voucher: 3944					
3945	7/23/2024	0007655 RET: WELLS, GREGORY	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	708.41	708.41
		Voucher: 3945					
3946	7/23/2024	00004379 RET: WHALEN, HARVEY	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	150.00	150.00
		Voucher: 3946					
3947	7/23/2024	00000498 RET: WILLIAMS, GALE M	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	250.00	250.00
		Voucher: 3947					
3948	7/23/2024	0008821 RET: WILLIAMS, TIMOTHY	JUL 2024	7/9/2024	JULY 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
		Voucher: 3948					
Sub total for BANK OF THE WEST EFT:							55,418.08
92 EFTs in this report.							
Grand Total All EFTs:							55,418.08

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 7/23/2024**

TOTAL PART I - PAYROLL-RELATED CHECKS	1,122.99
TOTAL PART II - PREPAID CHECKS (7/3/2024)	7,903.26
TOTAL PART III - PREPAID CHECKS (7/10/2024)	243,554.49
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	1,655,940.07
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	337,673.99
TOTAL PART VI - ACCOUNTS PAYABLE EFTs	55,418.08
SUB - TOTAL	2,301,612.88
LESS: VOIDS	(2,010.97)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(312,792.09)
GRAND TOTAL	1,986,809.82

**SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION**

Warrant Number 106456 to Warrant Number 106663 inclusive, plus WireTransfers and EFTs totaling \$1,986,809.82 as listed on the accompanying Accounts Payable Warrant Register of JULY 23, 2024 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
100148	LAWRENCE, JENNIFER	3/2/2023	\$58.11	STALE DATED
101840	VALENTI, SANDRA	7/11/2023	\$178.68	STALE DATED
101908	CEJA OCHOA, FELIPE	7/25/2023	\$145.41	STALE DATED
101981	GUTIERREZ, CINDY	7/25/2023	\$24.75	STALE DATED
102185	VALENZUELA, CARMEN	8/8/2023	\$35.00	STALE DATED
102193	SANTOS, JUAN	8/8/2023	\$45.00	STALE DATED
102481	BUENO, ALFREDO	9/12/2023	\$10.00	STALE DATED
102533	JUN KYUNG N	9/12/2023	\$40.00	STALE DATED
102559	MUNOZ, JOSIE	9/12/2023	\$10.00	STALE DATED
102764	NEGLETE, SUSAN	9/26/2023	\$62.45	STALE DATED
102780	PI PROPERTIES NO 140 LLC	9/26/2023	\$204.28	STALE DATED
102867	98 CENT MART +	10/10/2023	\$59.00	STALE DATED
102990	ROMERO, JOSE	10/10/2023	\$20.23	STALE DATED
103018	VENTURA, VERONICA	10/10/2023	\$62.84	STALE DATED
103603	PUBLIC AGENCY RISK MANAGERS	11/28/2023	\$300.00	STALE DATED
104000	SAN BERNARDINO SHERIFF'S DEPT	11/8/2023	\$253.00	STALE DATED
105719	SOUTH COAST A.Q.M.D.	5/14/2024	\$502.22	VENDOR SENT INCORRECT INVOICES
106581	OFFICE DEPOT	7/23/2024	\$ 0.00	A PORTION OF THE REMITTANCE DETAIL FOR THE VENDOR CARRIED OVER TO CHECK# 106582
TOTAL OF VOIDED CHECKS			\$2,010.97	
100129	LOZADA, MARIA	3/2/2023	\$145.73	STALE DATED. ISSUED REPLACEMENT CHECK# 106466
100921	CYNTHIA REYES	5/9/2023	\$1,183.30	STALE DATED. ISSUED REPLACEMENT CHECK# 106459
101354	MU GIL PARK	6/13/2023	\$150.00	STALE DATED. ISSUED REPLACEMENT CHECK# 106460
101997	MANUEL CASTILLO	7/25/2023	\$61.34	STALE DATED. ISSUED REPLACEMENT CHECK# 106461
102549	MELENDREZ, BARBARA	9/12/2023	\$40.00	STALE DATED. ISSUED REPLACEMENT CHECK# 106462
102556	KAISER-SENIOR ADVANTAGE DEPT	9/12/2023	\$165.00	STALE DATED. ISSUED REPLACEMENT CHECK# 106463
103984	RET: GARCIA, VIVIAN M.	12/26/2023	\$150.00	STALE DATED. ISSUED REPLACEMENT CHECK# 106467
102955	GABRIELA MARTINEZ	10/10/2023	\$5.00	STALE DATED. ISSUED REPLACEMENT CHECK# 106468
* TOTAL OF REPLACEMENT CHECKS			\$1,900.37	

* Replacement checks reported in previous warrant registers have no impact to the grand total.


DIRECTOR OF ADMINISTRATIVE SERVICES