



**SOUTH GATE CITY COUNCIL  
REGULAR MEETING AGENDA**

Tuesday, May 14, 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**

<b>MAYOR</b> , Gil Hurtado	<b>CITY CLERK</b> , Yodit Glaze
<b>VICE MAYOR</b> , Maria Davila	<b>CITY TREASURER</b> , Jose De La Paz
<b>COUNCIL MEMBER</b> , Maria del Pilar Avalos	<b>CITY MANAGER</b> , Rob Houston
<b>COUNCIL MEMBER</b> , Joshua Barron	<b>CITY ATTORNEY</b> , Raul F. Salinas
<b>COUNCIL MEMBER</b> , 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](mailto: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 & Recreation

**PLEDGE OF ALLEGIANCE:** Arturo Cervantes, Assistant City Manager/Director of Public Works

**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.

### **Public Hearings**

#### **1. Ordinance Granting a 10-Year Franchise to Tesoro SoCal Pipeline Company, LLC**

Following the conclusion of the public hearing, the City Council will consider waiving the reading in full and introducing an **Ordinance** granting the renewal of a ten-year Franchise Agreement to Tesoro SoCal Pipeline Company, LLC., to lay and use pipes, ditches, flumes, conduits and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, along, across, upon and under the public streets, ways, alleys and places, as the same now or may hereafter exist, within the City of South

Gate. (PW)

Documents:

[Item 1 Report 05142024.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, 10,** and **11** 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 05142024.pdf](#)

### **3. Resolution revising and replacing Resolution No 2023-17-CC for CalHome funding**

The City Council will consider adopting a **Resolution** to revise and replace Resolution No. 2023-07-CC, to approve an application for funding and delegating authority to the City Manager and the Housing Manager to execute the Standard Agreement and any amendments thereto from the 2023 Homeownership Super Notice of Funding Availability dated January 6, 2023, and sign and submit fund requests, respectively. (CD)

Documents:

[Item 3 Report 05142024.pdf](#)

### **4. Resolution approving a Comprehensive Successor Memorandum of Understanding covering July 1, 2021 through June 30, 2025, with the South Gate Division Management Association**

The City Council will consider: (HR)

- a. Adopting a **Resolution** approving the comprehensive successor Memorandum of Understanding between the City and the South Gate Division Management Association for the term of July 1, 2021, through June 30, 2025; and
- b. Authorizing the Mayor to execute the comprehensive successor Memorandum of Understanding in a form acceptable to the City Attorney.

Documents:

[Item 4 Report 05142024.pdf](#)

### **5. Agreement with Willdan Engineering for the Construction Management and Inspection Services for the Automatic Meter Reading Upgrade Project, Phase 3, City Project No. 649-WTR**

The City Council will consider: (PW)

- a. Approving an **Agreement** with Willdan Engineering to perform construction management and inspection services on the Automatic Meter Reading Upgrade, Phase 3, City Project No. 649-WTR, in an amount not-to-exceed \$131,716;

- b. Authorizing the City Manager to approve and execute amendments to the Agreement up to a cumulative amount of \$50,000; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 5 Report 05142024.pdf](#)

**6. Agreement with All City Management Services, Inc. (“ACMS”), for crossing guard services for a one (1) year term effective July 1, 2024 - June 30, 2025**

The City Council will consider: (PD)

- a. Approving an **Agreement** with All City Management Services, Inc., for crossing guard services for a one (1) year term effective July 1, 2024 - June 30, 2025; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 6 Report 05142024.pdf](#)

**7. Lease Agreement with Lease Servicing Center, Inc. for two (2) vehicles replacing Detective Bureau vehicles in the Police Department**

The City Council will consider: (PD)

- a. Approving a 5-year Lease **Agreement** with Lease Servicing Center, Inc., dba NCL Government Capital ("NCL") for the lease of two (2) 2024 Chevrolet Blazer vehicles to be used as detective vehicles for the Police Department in the amount of \$24,735 per year for a total amount of \$124,175, including a \$500 closing fee;
- b. Approving lease payments in the amount of \$24,735 to be budgeted annually for five (5) years in the Asset Seizure Fund starting in Fiscal Year 2023/2024 and including a \$500 closing fee in Fiscal Year 2023/2024; and
- c. Authorizing the Mayor to execute the Agreement, and any other documents that may be necessary to acquire the vehicles in a form acceptable to the City Attorney.

Documents:

[Item 7 Report 05142024.pdf](#)

**8. Lease Agreement with Lease Servicing Center, Inc. for three (3) vehicles replacing Parking Enforcement vehicles in the Police Department**

The City Council will consider: (PD)

- a. Approving a 5-year Lease **Agreement** with Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") for the lease of three (3) 2024 Ford Maverick vehicles to be used as Parking Enforcement vehicles for the Police Department in the amount of \$20,087 per year for a total amount of \$100,935, including a \$500 closing fee;
- b. Approving lease payments in the amount of \$20,087 to be budgeted annually for five (5) years in the Asset Seizure Fund starting in Fiscal Year 2023/2024 and including a \$500 closing fee in Fiscal Year 2023/2024;
- c. Approving a Purchase Order Agreement with Preferred Impressions for the purchase and installation of decals/graphics on the three vehicles in the amount of \$1,241;
- d. Approving a Purchase Order with CDCE, Inc., for the purchase and installation of Mobile Data Computers to outfit the three Parking Enforcement vehicles in the amount of \$27,367;
- e. Approving a Purchase Order Agreement with Commline Inc., for the purchase and installation of necessary emergency equipment to outfit the three Parking Enforcement vehicles in the amount of \$13,793; and
- f. Authorizing the Mayor to execute the lease Agreement, and any other documents that may be necessary to acquire the vehicles, in a form acceptable to the City Attorney.

Documents:

[Item 8 Report 05142024.pdf](#)

### **9. Purchase Order Agreement with CARAHSOFT for firewall support and an 18-month subscription renewal**

The City Council will consider: (ADMIN SVCS)

- a. Approving a firewall support and subscription renewal with CARAHSOFT for an 18-month term in the amount of \$94,577.09; and
- b. Authorizing the issuance of a Purchase Order to CARAHSOFT for this support and license renewal.

Documents:

[Item 9 Report 05142024.pdf](#)

### **10. Notice of Completion for Residential Resurfacing Project, Phases I - III, City Project No. 662-ST, Citywide Sidewalk Improvement Project, Phase VIII, City Project No. 659-ST, and Water Main Replacement, City Project No. 689-WTR**

The City Council will consider: (PW)

- a. Accepting completion of construction of the, (i) Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST, (ii) Citywide Sidewalk Improvement,

Phase VIII, City Project No. 659-ST, and (iii) Water Main Replacement, City Project No. 689-WTR, effective May 10, 2024, constructed by Sequel Contractors, Inc.;

b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office;

c. Approving Contract Change Order No. 4 to Contract No. 2022-121-CC with Sequel Contractors, Inc., which is necessary to adjust the payment on work completed under Contract Change Order Nos. 1, 2 and 3, due to an increase or decrease in constructed quantities, for a net contract reduction of \$54,926;

d. Approving Contract Change Order No. 5 to Contract No. 2022-121-CC with Sequel Contractors, Inc., which is necessary to adjust the payment on the original contract amount, due to an increase or decrease in constructed quantities, for a net contract reduction of \$169,262; and

e. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order Nos. 4 and 5 to Contract No. 2022-121-CC.

Documents:

[Item 10 Report 05142024.pdf](#)

### **11. Capital Improvement Program (CIP) carryover appropriations from FY 2022-23 to FY 2023-24**

The City Council will consider: (ADMIN SVCS)

a. Approving Capital Improvement Program carryover appropriations of \$83,548,471 to provide continuing funding for the items described in Attachment A; and

b. Authorizing the City Manager to make the necessary budget adjustments to add the carry over appropriations to the FY 2023-24 Adopted Budget.

Documents:

[Item 11 Report 05142024.pdf](#)

## **Reports, Recommendations And Requests**

### **12. Appointment of Cynthia Esquivel to the Parks & Recreation Commission**

The City Council will consider accepting the resignation of Jennifer Cypert from the Parks & Recreation Commission and ratifying the nomination by Vice Mayor Maria Davila of Cynthia Esquivel to the Parks & Recreation Commission. (CM)

Documents:

[Item 12 Report 05142024.pdf](#)

### **13. Warrant register for May 14, 2024**

The City Council will consider approving the Warrant Register for May 14, 2024. (ADMIN SVCS)

Total of Checks:	\$3,250,567.41
Less: Voids	\$ 0.00
Less: Employee Payroll Deductions	\$ (384,324.67)
Grand Total:	\$2,866,242.74

Cancellations: 105614

Documents:

[Item 13 Report 05142024.pdf](#)

### **Adjournment**

Adjournment in memory of Gary Baker, long-time business owner.

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on May 9, 2024, at 10:30 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](mailto:yglaze@sogate.org).

MAY 08 2024  
8:37.am

**City of South Gate**  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 14, 2024  
Originating Department: Public Works

FOR ROB HOUSTON

Department Head: Arturo Cervantes

City Manager: Rob Houston

**SUBJECT: ORDINANCE GRANTING A FRANCHISE AGREEMENT TO TESORO SOCIAL PIPELINE COMPANY, LLC**

**PURPOSE:** To introduce an Ordinance to grant a franchise renewal to Tesoro SoCal Pipeline Company, LLC., ("Tesoro SoCal") for a ten-year term for two existing oil pipelines known as Pipeline Nos. 034 and 080 ("Pipelines"), which were recently covered under Ordinance No. 2020-01-CC.

**RECOMMENDED ACTIONS:** Following the conclusion of the public hearing, the City Council will consider waiving the reading in full and introducing an Ordinance granting the renewal of a ten-year Franchise Agreement to Tesoro SoCal Pipeline Company, LLC., to lay and use pipes, ditches, flumes, conduits and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, along, across, upon and under the public streets, ways, alleys and places, as the same now or may hereafter exist, within the City of South Gate.

**FISCAL IMPACT:** If the City Council adopts the Ordinance granting the renewal of the franchise agreement, Tesoro SoCal will pay the City a one-time granting fee and annual fees, as summarized below.

	Fees	Granting Fee	Total
<b>Year 1</b>	\$10,265	\$12,943	\$23,208
<b>Year 2 to 10</b>	\$10,470		*\$102,134
<b>Total</b>	<b>\$112,399</b>	<b>\$12,943</b>	<b>\$125,342</b>

\* Assumes an annual CPI increase of 2%.

There will be an increase in revenue. The annual amount received on average under the previous franchise agreement was \$4,000 per year for a grand total of \$31,659 including the granting fee. Negotiations have increased that amount to \$10,265 per year plus an annual CPI increase for a total estimated revenue of \$125,342 inclusive of a CPI increase and granting fee.

The granting fee is consistent with Title 13 (Franchises) of Division 1 (Oil, Gas, and Water Pipelines), of Chapter 13.10 (Compensation) of Section 13.10.010 (Rates – General), of the

South Gate Municipal Code. The annual rate is set in compliance with California Public Utilities Code 6231.5 subsection (e)(2), which applies to utility pipelines that are not publicly owned. It authorizes an annual franchise fee in an amount agreed to by the applicant and the municipality, or an annual franchise fee computed by multiplying the sum of one-half of the nominal internal diameter of the pipe, expressed in inches, by the number of lineal feet of the pipe within the public streets, ways, alleys, or other public places within the municipality.

**NOTICING PROCEDURES:** Before the City Council can grant a franchise agreement, California Public Utility Code Sections 6232 *et seq.* requires a public hearing. A public hearing notice was duly published in *The South Gate Press*, a newspaper of general circulation, on April 25, 2024.

**ANALYSIS:** The City regulates utility companies that have facilities that occupy the public right-of-way through franchise agreements. The City's five-year franchise with Tesoro SoCal for the Pipelines expired on February 26, 2024. Tesoro SoCal is requesting renewal of the franchise for the Pipelines which was granted under Ordinance No. 2020-01-CC. Before the City can award a franchise, the California Public Utility Code Section 6232 *et seq.*, requires the City Council hold a public hearing to introduce an ordinance granting the franchise agreement.

The proposed Franchise Agreement is identical to the current Franchise Agreement with the exception of its effective period, term, and fees. Highlights of the proposed Franchise Agreement include:

- Covers Pipeline Nos. 034 and 080.
- A 10-year term from February 27, 2024 to February 26, 2034.
- Terms and conditions which are in accordance with California Public Utilities Code Section 6201 and Ordinance.
- Pipeline maintenance in accordance with all city, county, state, and federal ordinances, statutes, rules, regulations, and other laws.
- Establishing liability insurance, bond, and indemnity requirements.
- Setting the franchise payment, and the rules and requirements under which the TPC franchise will be required to operate.
- Providing an emergency response plan meeting the requirements of federal and state law. The plan must be comprehensive and provide a 24-hour notification program and emergency response services including traffic control, street excavation, pipeline repair, and supplies and services as necessary within two (2) hours of notification of any problem. It also requires repairs of public streets, alleys, or parkways within seventy-two (72) hours.

The Pipelines carry gasoline and diesel products, and are the only pipelines owned by Tesoro SoCal within the City. The Pipelines are located within 500 feet of the residential and school zones. The safety standard referenced in the Franchise Agreement requires the operation of the Pipelines in accordance with Government Code Section 51010. Under this code, the State Fire Marshall exercises exclusive safety regulatory and enforcement authority over hazardous liquid

pipelines and may implement the federal Hazardous Liquid Pipeline Safety Act (49 U.S.C. Sec. 2001 et seq.) and federal pipeline safety regulations, as necessary to obtain annual federal certification. Thus, the Pipelines must be used, operated, repaired, or modified in accordance with the safety regulations set by the California State Fire Marshal, further, and/or Chief of Los Angeles Fire Department in accordance with Title 13 (Franchises), of Division 1 (Oil, Gas and Water Pipelines), of Chapter 13.14 (Special Provisions for Oil Pipelines), of the South Gate Municipal Code. The State Fire Marshal is further required to annually inspect the Pipelines to ensure compliance with laws and regulations. Tesoro SoCal is required to submit certified test results for the pipelines subject to the provision of the Pipeline Safety Act of 1981.

**BACKGROUND:** Tesoro SoCal currently operates two underground pipelines to transport petroleum products beneath Southern Avenue and Garfield Avenue which have been in place since 1999 under ownership by several different oil and pipeline companies: one is a 2,624 foot long, 8-inch diameter pipeline located beneath Southern Avenue and Garfield Avenue ("Pipeline No. 034"); and the other is a 12,952 foot long, 12-inch diameter pipeline located beneath Garfield Avenue and Miller Way ending at the Arco Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 080"). The Pipelines carry gasoline and diesel products.

The most recent franchise, Ordinance No. 2020-01-CC, was adopted by the City Council on August 26, 2019, and expired on February 26, 2024. Tesoro SoCal has requested that the franchise for the Pipelines be renewed; however, for a ten-year term. South Gate Municipal Code, Section 13.08.010, allows the term of the franchise to extend up to twenty-five years. To better manage pipelines within the City, it is the practice of the City to issue franchises on a ten-year term basis in order to ensure the pipelines are well maintained. The proposed Ordinance will extend the term of the franchise for ten years, commencing retroactively on February 27, 2024, and expiring on February 26, 2034. The introduction of the proposed Ordinance is the second of three actions required by the City Council to renew the franchise. The schedule for issuing the Franchise Agreement is as follows:

Action	Description	Date
1	Adopt a Resolution declaring the intention to grant a franchise to Tesoro SoCal.	4/9/2024
2	Conduct a public hearing and introduce an ordinance granting a ten-year franchise to Tesoro SoCal. At the conclusion of the public hearing, the City Council may overrule, deny, or deem insufficient any oral or written protests, and may then grant the franchise.	5/14/2024
3	Adopt the Ordinance (franchise)	5/28/2024

Renewal of the Franchise Agreement is recommended for the reasons following:

- Granting the Franchise Agreement to Tesoro SoCal will automatically bestow rights upon the City and create obligations that must be performed by Tesoro SoCal for the benefit of the City, pursuant to Article 4 (Public Utilities Code §§ 6291 through 6302) of California's Franchise Act of 1937, including the following:
  - The City shall have the right to terminate the franchise and/or sue TPC for any failure to properly perform Tesoro SoCal's obligations under the franchise.

- Requires Tesoro SoCal to comply with ordinances and policies adopted by the City Council relative to the location and maintenance of the Pipeline and any appurtenances.
- Provides compensation to the City for the cost of any repairs to public property made necessary by Tesoro SoCal's operations under the franchise.
- Requires Tesoro SoCal to indemnify and defend the City from and against damages resulting from its operations under the franchise.
- Obligates Tesoro SoCal, at its expense, to remove and relocate the Pipeline where necessary due to changes of grade, alignment, or width of public streets.
- Obligates Tesoro SoCal to notify the City upon any sale, transfer, assignment or lease of the franchise or any rights granted thereunder.
- Requires Tesoro SoCal to provide a corporate surety bond, savings and loan certificates or shares which the City can use as liquidated damages should it fail to fulfill the Franchise Agreement requirements.
- As noted above, the Franchise Agreement requires 2020-01-CC to file annual reports with the City confirming the maintenance and operation of the Pipeline is in compliance with federal and state law. Tesoro SoCal has been conducting inspections and testing of the Pipelines using advanced inspection technologies and other best management practices. Evidence available to the City indicates that the Pipelines have been properly maintained by Tesoro SoCal.
  - The California Government Code (Section 51010) authorizes the State Fire Marshall to inspect the pipelines. Staff communicated with the Division Chief of the Office of the State Fire Marshall on February 12, 2024.
  - According to the State Fire Marshall, Tesoro SoCal "has been performing maintenance and inspections of the Pipelines pursuant to the California Safety Act and U.S. Code of Federal Regulations ("CFR"). Pursuant to CFR, a pipeline operator must inspect its pipeline at intervals of not to exceed five years. Line 034 was hydrostatically inspected on October 19 and 21, 2022, Line 080 was internally inspected on May 16, 2022, to May 20, 2022, and the Pipelines are in compliance with the requirements set forth by the Federal Department of Transportation Requirements."
  - Tesoro SoCal received a warning letter from Cal Fire on February 9, 2024, regarding incompliance of control and alarm room management. Cal Fire, along with the Pipeline and Hazardous Materials Safety Administration (PHMSA) performed the inspection. City staff have determined that this is a minor issue as Tesoro SoCal is aware and has already begun taking the necessary action to resolve the issue.
  - Most recently on March 11, 2024, Tesoro SoCal received a Notice of Violation from the Los Angeles Regional Water Quality Control Board for failure to develop a complete storm water pollution prevention plan. City staff has discussed this notice with Tesoro SoCal and has received assurances that Tesoro SoCal began taking the necessary action to resolve this violation.

In compliance with the California Environmental Quality Act (“CEQA”), the Pipelines are determined to be categorically exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines. Section 15301 provides for exemption of the proposed pipeline franchise, because the project consists of the operation of existing facilities, involving negligible or no expansion of an existing use.

- ATTACHMENTS:**
- A. Proposed Ordinance
  - B. Notice of Public Hearing
  - C. Ordinance No. 2020-01-CC
  - D. Letter from the Office of State Fire Marshall
  - E. Location Map

KT:lc

**ORDINANCE NO. \_\_\_\_\_**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, GRANTING A TEN-YEAR FRANCHISE RENEWAL TO TESORO SOCAL PIPELINE COMPANY LLC., TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE**

**WHEREAS**, Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company (“Tesoro SoCal”) requested, in accordance with California Public Utility Code Section 6231, that the City grant Tesoro SoCal a franchise renewal for the use of two existing pipelines (the “Pipelines”): one is a 2,624 foot long, 8-inch diameter pipeline located beneath Southern Avenue and Garfield Avenue (“Pipeline No. 034”); the other is a 12,952 foot long, 12-inch diameter pipeline located beneath Garfield Avenue and Miller Way and ending at the Vinvale Terminal located at 8601 Garfield Avenue (“Pipeline No. 080”);

**WHEREAS**, the Pipelines have been in place since at least 1999 and have been operated over the years by several different oil and pipeline companies under several franchises granted by the City;

**WHEREAS**, on August 11, 2009, the City Council adopted Ordinance No. 2264 granting an additional five-year franchise renewal to BP West Coast Products, LLC (“BP”), to operate the Pipelines through and including February 26, 2014;

**WHEREAS**, on May 14, 2013, the City executed a Letter of Consent authorizing the transfer by BP to Tesoro Refining & Marketing Company LLC, a Delaware limited liability company (“Tesoro Refining”), or its affiliates, of the franchise granted by Ordinance No. 2264;

**WHEREAS**, as a result of that Letter of Consent, that franchise was transferred to Tesoro SoCal, an affiliate of Tesoro Refining, and Tesoro SoCal has owned and operated (through its affiliate, Marathon Pipe Line LLC, a Delaware limited liability company) the Pipelines since that time;

**WHEREAS**, On August 26, 2014, the City Council adopted Ordinance No. 2315 to extend the franchise for an additional five years from February 27, 2014 through and including February 26, 2019;

**WHEREAS**, On August 26, 2019, the City Council adopted Ordinance No. 2020-01-CC to extend the franchise for an additional five years from February 27, 2019, through and including February 26, 2024;

**WHEREAS**, the franchise granted by Ordinance No. 2020-01-CC expired on February 26, 2024, and Tesoro SoCal wishes to enter into a new franchise with the City of South Gate relative to the Pipelines;

**WHEREAS**, the City Council, pursuant to applicable federal, state, and local law, is authorized to grant franchises within the City of South Gate;

**WHEREAS**, on April 23, 2024, the City Council adopted a Resolution declaring the intention to grant a ten-year term franchise to Tesoro SoCal;

**WHEREAS**, on April 25, 2024, a Notice of Public Hearing was published in the *South Gate Press*, a newspaper meeting the statutory qualifications for publishing such notices; and

**WHEREAS**, on May 14, 2024, the City Council held a duly noticed Public Hearing to introduce an Ordinance granting a ten-year term franchise to Tesoro SoCal.

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

**SECTION 1: Definitions.** Whenever in this Ordinance the words or phrases hereinafter in this section defined are used, it is intended that they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

- A) The word "**City**" shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- B) The word "**Franchise**" shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under, along, across or upon the public street, ways, alleys, and places in the City by means of pipes and appurtenances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances for any and all purposes.
- C) The word "**Grantee**" shall mean Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.
- D) The phrase "**Lay and Use**" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate or remove.
- E) The phrase "**Pipeline Franchise Ordinance**" shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.

- F) The phrase "**Pipelines and Appurtenances**" shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire.
- G) The phrase "**Street**" shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

**SECTION 2: Grant of Franchise.** The right, privilege and franchise, subject to all terms and conditions contained in this Ordinance, and pursuant to the provisions of the Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use a system of Pipelines and Appurtenances for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances under and across the City's right-of-way upon the terms and conditions set forth in Section 3, below. The City acknowledges that the two Pipelines identified above have already been installed within the City of South Gate; the City expressly agrees that the right to install, operate, maintain, use, repair, replace, relocate and remove those Pipelines is included among the rights granted in this Ordinance as part of the Franchise.

**SECTION 3: Conditions.** The rights granted herein shall be subject to (a) the terms and conditions set forth in this Ordinance, and (b) construction of Pipelines and Appurtenances by the Grantee, at the Grantee's expense and at such time or times as directed by the City.

**SECTION 4: Term.** The Franchise shall be for a term of ten (10) years commencing retroactively on February 27, 2024 and expiring on February 26, 2034, or until such earlier time that:

- A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or
- B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.
- C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

**SECTION 5: Insurance.**

- A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
- B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
- C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars (\$10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) days' notice to cure has expired, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.
- D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

**SECTION 6: Fee.** The Grantee shall pay to the City the following fees pursuant to the following requirements:

- A) An initial franchise fee of twelve thousand nine hundred forty-three dollars (\$12,943.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.
- B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;
  - 1. The length of pipe expressed in feet located within the franchised area shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (D), in accordance with the following schedule:

Pipe size (internal diameter in inches)	Base rate per lineal foot
0-4 .....	\$0.088
6 .....	0.132
8 .....	0.176
10 .....	0.220
12 .....	0.264
14 .....	0.308
16 .....	0.352
18 .....	0.396
20 .....	0.440
22 .....	0.484
24 .....	0.528
26 .....	0.572
28 .....	0.616
30 .....	0.660

- C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.
- D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:
- (a) The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.
  - (b) If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.
- E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars (\$100) per mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.
- F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6,

within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.

- G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.
- H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.
- I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

**SECTION 7: Plans.** Within ninety (90) days following the date in which any Pipelines and Appurtenances have been laid or constructed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of all Pipelines and Appurtenances then in place within the Franchise Area, and shall, upon installation of any Pipelines and Appurtenances, or upon change or removal of all or any portion thereof, file a revised map or maps showing the location and size of all such additional, changed or removed Pipelines and Appurtenances as of that day.

**SECTION 8: Additional Conditions.** The Grantee of this Franchise shall:

- A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;
- B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;
- C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;

- D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;
- E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1, of the Title 13 of the South Gate Municipal Code; and
- F) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

**SECTION 9: Permits.** The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in the right of way. The Grantee may obtain an excavation permit by filing a set of excavation plans with the City Engineer, which plans shall be subject to the City Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all known existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is adequate description of the proposed work, including an estimate of the duration of the interference with any street traffic. The issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, shall be as prescribed by the fire Chief of the Los Angeles County Fire Department in accordance with Chapter 13.14, Division 1, of Title 13 of the South Gate Municipal Code.

- A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application therefore.
- B) All work shall be subject to inspection by the City Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes may, subject to the prior approval of the City Engineer, extend above the surface of the streets when such vents are located in parkways, between the curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the City Engineer may direct.

**SECTION 10: Emergency Equipment.**

- A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of

providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.

- B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.
- C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.
- D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

#### **SECTION 11: Records.**

- A) Grantee acknowledges that the City's records may not be complete and that Pipes and Appurtenances previously unknown to City are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or

plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.

- B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.
- C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

**SECTION 12: Failure to Comply.**

- A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.
- B) In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

**SECTION 13: Removal or abandonment of facilities.**

- A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of its facilities, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such proposed abandonment or removal may be effected. He or she shall then notify the Grantee of his or her determinations.
- B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.
- C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

**SECTION 14: Publication Expenses.** The Grantee of this Franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

**SECTION 15: Effective Date.** This Ordinance shall take effect on the thirty first (31<sup>st</sup>) day after its adoption.

[Remainder of page left blank intentionally.]

**SECTION 16: Posting of Ordinance.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this \_\_\_<sup>th</sup> day of \_\_\_ **2024**.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Gil Hurtado, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By: Raúl F. Salinas (DS)  
Raúl F. Salinas, City Attorney

Office of the  
South Gate City Clerk

APR 18 2024

FILED

**CITY OF SOUTH GATE**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing to introduce an Ordinance granting a ten (10) year franchise to Tesoro SoCal Pipeline Company, LLC, to use, maintain, repair and replace a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing petroleum products.

Tesoro SoCal Pipeline Company, LLC, and its successors and assigns will, during the life of the franchise, pay to the City the percentage specified in the proposed Ordinance, that the percentage will be paid annually from the date of the granting of the franchise, and in the event such payment is not made the franchise will be forfeited. A copy of the proposed Ordinance can be reviewed in the City Clerk's office during normal business hours.

DATE: Tuesday, May 14, 2024  
TIME: 6:30 p.m.  
LOCATION: Council Chambers  
South Gate City Hall  
8650 California Avenue  
South Gate, CA 90280

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

NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated April 18, 2024.

  
Yodit Glaze, City Clerk

Publication date: Thursday, April 25, 2024

Account Number: 100-701-31-6302

**ORDINANCE NO. 2020-01-CC**

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

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, GRANTING A FIVE-YEAR FRANCHISE TO TESORO SOCIAL PIPELINE COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, COMMENCING RETROACTIVELY ON FEBRUARY 27, 2019, TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE**

**WHEREAS**, Tesoro SoCal Pipeline Company, LLC, a Delaware limited liability company ("Tesoro SoCal") requested, in accordance with California Public Utility Code Section 6231, that the City grant Tesoro SoCal a franchise for the use of two existing pipelines (the "Pipelines"): one is a 2,624 foot long, 8-inch diameter pipeline located beneath Southern Avenue and Garfield Avenue ("Pipeline No. 034"); the other is a 12,952 foot long, 12-inch diameter pipeline located beneath Garfield Avenue and Miller Way and ending at the Arco Vinvale Terminal located at 8601 Garfield Avenue ("Pipeline No. 080"); and

**WHEREAS**, the Pipelines have been in place since at least 1999 and have been operated between over the years by several different oil and pipeline companies under several franchises granted by the City of South Gate ("City"); and

**WHEREAS**, on August 11, 2009, the City Council adopted Ordinance No. 2264 granting an additional five year franchise renewal to BP West Coast Products, LLC ("BP"), to operate the Pipelines through and including February 26, 2014; and

**WHEREAS**, on May 14, 2013, the City executed a Letter of Consent authorizing the transfer by BP to Tesoro Refining and Marketing Company, LLC, a Colorado limited liability company ("Tesoro Refining"), or its affiliates, of the franchise granted by Ordinance No. 2264; and

**WHEREAS**, as a result of that Letter of Consent that franchise was transferred to Tesoro SoCal, a wholly-owned subsidiary of Tesoro Refining, and Tesoro SoCal has owned and operated the Pipelines since that time; and

**WHEREAS**, on August 26, 2014, the City Council adopted Ordinance No. 2315 to extend the franchise for an additional five years, from February 27, 2014 through and including February 26, 2019; and

**WHEREAS**, the franchise granted by Ordinance No. 2315 expired on February 26, 2019, and Tesoro SoCal wishes to enter into a new franchise with the City of South Gate relative to the Pipelines; and

**WHEREAS**, the City Council, pursuant to applicable federal, state and local law, is authorized to grant franchises within the City; and

**WHEREAS**, on February 6, 2020, a Notice of Public Hearing was published in the *Los Angeles Wave*, a newspaper meeting the statutory qualifications for publishing such notices; and

**WHEREAS**, on February 25, 2020, the City Council held a duly noticed Public Hearing to introduce an Ordinance granting a five-year term franchise to Tesoro SoCal; and

**WHEREAS**, on March 10, 2020, the City Council adopted Ordinance No. 2020-01-CC, granting a five-year term franchise to Tesoro SoCal, commencing retroactively on February 27, 2019;

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

**SECTION 1: Definitions.** Whenever in this Ordinance the words or phrases hereinafter in this section defined are used, it is intended that they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

- A) The word "City" shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- B) The word "Franchise" shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under, along, across or upon the public street, ways, alleys, and places in the City by means of pipes and appurtenances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances for any and all purposes.
- C) The word "Grantee" shall mean Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.
- D) The phrase "Lay and Use" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate or remove.
- E) The phrase "Pipeline Franchise Ordinance" shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.

- F) The phrase "Pipelines and Appurtenances" shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire.
- G) The phrase "Street" shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

**SECTION 2: Grant of Franchise.** The right, privilege and franchise, subject to all terms and conditions contained in this Ordinance, and pursuant to the provisions of the Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to use a system of Pipelines and Appurtenances for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances under and across the City's right-of-way upon the terms and conditions set forth in Section 3, below. The City acknowledges that the two Pipelines identified above have already been installed within the City of South Gate; the City expressly agrees that the right to install, operate, maintain, use, repair, replace, relocate and remove those Pipelines is included among the rights granted in this Ordinance as part of the Franchise.

**SECTION 3: Conditions.** The rights granted herein shall be subject to (a) the terms and conditions set forth in this Ordinance, and (b) construction of Pipelines and Appurtenances by the Grantee, at the Grantee's expense and at such time or times as directed by the City.

**SECTION 4: Term.** The Franchise shall be for a term of five (5) years commencing retroactively on February 27, 2019 and expiring on February 26, 2024, or until such earlier time that:

- A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or
- B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.
- C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

**SECTION 5: Insurance.**

- A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
- B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.
- C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars (\$10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) days notice to cure has expired, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.
- D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

**SECTION 6: Fee.** The Grantee shall pay to the City the following fees pursuant to the following requirements:

- A) An initial franchise fee of eleven thousand two hundred fifty five dollars (\$11,255.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.
- B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;

1. The length of pipe expressed in feet located within the franchised area shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (d), in accordance with the following schedule:

Pipe size (internal diameter in inches)	Base rate per lineal foot
0-4 .....	\$0.088
6 .....	0.132
8 .....	0.176
10 .....	0.220
12 .....	0.264
14 .....	0.308
16 .....	0.352
18 .....	0.396
20 .....	0.440
22 .....	0.484
24 .....	0.528
26 .....	0.572
28 .....	0.616
30 .....	0.660

- C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.
- D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:
  1. The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.
  2. If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.

- E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars (\$100) per mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.
- F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6, within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.
- G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.
- H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.
- I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

**SECTION 7: Plans.** Within ninety (90) days following the date in which any Pipelines and Appurtenances have been laid or constructed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of all Pipelines and Appurtenances then in place within the Franchise Area, and shall, upon installation of any Pipelines and Appurtenances, or upon change or removal of all or any portion thereof, file a revised map or maps showing the location and size of all such additional, changed or removed Pipelines and Appurtenances as of that day.

**SECTION 8: Additional Conditions.** The Grantee of this Franchise shall:

- A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;
- B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;
- C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;
- D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;
- E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1, of the Title 13 of the South Gate Municipal Code; and
- F) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

**SECTION 9: Permits.** The Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in the right of way. The Grantee may obtain an excavation permit by filing a set of excavation plans with the City Engineer, which plans shall be subject to the City Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all known existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is adequate description of the proposed work, including an estimate of the duration of the interference with any street traffic. The issuance of any excavation permit for the construction or installation of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, shall be as prescribed by the fire Chief of the Los Angeles County Fire Department in accordance with Chapter 13.14, Division 1, of Title 13 of the South Gate Municipal Code.

- A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or

if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application therefore.

- B) All work shall be subject to inspection by the City Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes may, subject to the prior approval of the City Engineer, extend above the surface of the streets when such vents are located in parkways, between the curb and the property line. The Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the City Engineer may direct.

#### **SECTION 10: Emergency Equipment.**

- A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.
- B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

- C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.
- D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

#### **SECTION 11: Records.**

- A) Grantee acknowledges that the City's records may not be complete and that Pipes and Appurtenances previously unknown to City are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.
- B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.
- C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

#### **SECTION 12: Failure to Comply.**

- A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such

compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.

- B) In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

**SECTION 13: Removal or abandonment of facilities.**

- A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of its facilities, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such proposed abandonment or removal may be effected. He or she shall then notify the Grantee of his or her determinations.
- B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.
- C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

**SECTION 14: Effective Date.** This Ordinance shall take effect on the thirty first (31<sup>st</sup>) day after its adoption.

[Remainder of page left blank intentionally.]

**SECTION 15: Publication Expenses.** The Grantee of this Franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

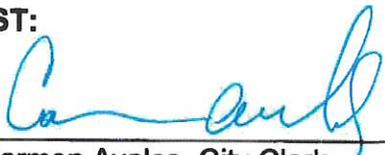
**SECTION 16: Posting of Ordinance.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED and ADOPTED** this 10<sup>th</sup> day of March, 2020.

**CITY OF SOUTH GATE:**

By:   
M. Belén Bernal, Mayor

**ATTEST:**

By:   
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney

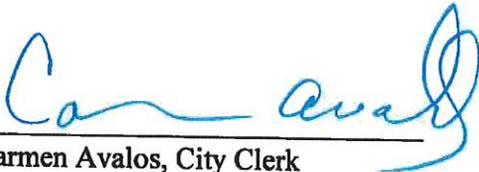
**ORDINANCE CERTIFICATION PAGE**

STATE OF CALIFORNIA        )  
COUNTY OF LOS ANGELES    )    SS  
CITY OF SOUTH GATE         )

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Ordinance No. 2020-01-CC was adopted by the City Council at their Regular Meeting held on March 10, 2020, by the following vote:

Ayes:            Council Members:    Diaz, DeWitt, and Rios  
Noes:            Council Members:    None  
Absent:          Council Members:    Davila  
Abstain:         Council Members:    Bernal

Witness my hand and the seal of said City on March 11, 2020.

  
\_\_\_\_\_  
Carmen Avalos, City Clerk  
City of South Gate, California



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
OFFICE OF THE STATE FIRE MARSHAL**

3780 Kilroy Airport Way, Suite 500  
Long Beach, California 90806  
(562) 497-0350  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



**CERTIFIED MAIL No: 7022-2410-0000-0522-4362**

February 9, 2024

Rich St. Amour  
President  
Marathon Pipe Line LLC  
539 South Main Street  
Findlay, Ohio 45840

**SUBJECT: WARNING LETTER  
DOCKET: CA-2024004 (MARATHON PIPE LINE LLC)**

Dear Mr. St. Amour:

From April 17, 20-23 to November 20, 2023, representatives of CAL FIRE - Office of the State Fire Marshal (OSFM) along with Pipeline and Hazardous Materials Safety Administration (PHMSA) completed a Headquarter Control Room Management (CRM) Inspection of Marathon Pipe Line LLC (MPL). This inspection was conducted pursuant to Chapter 5.5 of the California Government Code to determine compliance with the provisions of Title 49, Code of Federal Regulations (49 C.F.R.) Part 195.

As a result of the inspection, it appears that MPL is not in compliance with the following provisions of 49 C.F.R. Part 195.

**EN 24-005**

**49 C.F.R. § 195.446 Control Room Management.**

(a) ...

(e) **Alarm management. Each operator using a SCADA system must have a written alarm management plan to provide for effective controller response to alarms. An operator's plan must include provisions to:**

(1) ...

(6) **Address deficiencies identified through the implementation of paragraphs (e)(1) through (e)(5) of this section.**

Rich St. Amour  
February 9, 2024  
Page 2

**Where § 195.446(e)(4) states:**

**(e) Alarm management. Each operator using a SCADA system must have a written alarm management plan to provide for effective controller response to alarms. An operator's plan must include provisions to:**

**(1) ...**

**(4) Review the alarm management plan required by this paragraph at least once each calendar year, but at intervals not exceeding 15 months, to determine the effectiveness of the plan.**

MPL failed to determine the effectiveness of its CRM plan. The Alarm Management plan review was more about the procedures, and there were no metrics showing how the effectiveness is being measured. MPL reviews the Alarm Management plan annually along with other parts of its CRM plan. MPL needs to review its alarm management plan at least once each calendar year, but at intervals not exceeding 15 months, to determine the effectiveness of the plan as required by 49 C.F.R. § 195.446(e)(4).

#### **EN 24-006**

**49 C.F.R. § 195.446 Control Room Management.**

**(a) ...**

**(h) Training. Each operator must establish a controller training program and review the training program content to identify potential improvements at least once each calendar year, but at intervals not to exceed 15 months. An operator's program must provide for training each controller to carry out the roles and responsibilities defined by the operator. In addition, the training program must include the following elements:**

**(1) ...**

**(6) Control room team training and exercises that include both controllers and other individuals, defined by the operator, who would reasonably be expected to operationally collaborate with controllers (control room personnel) during normal, abnormal or emergency situations. Operators must comply with the team training requirements under this paragraph no later than January 23, 2018.**

MPL failed to have control room team training and exercises for FDY that include both controllers and other individuals who would reasonably be expected to operationally collaborate with controllers during normal, abnormal, or emergency situations as required by 49 C.F.R. § 195.446(h)(6).

Rich St. Amour  
February 9, 2024  
Page 3

**EN 24-007**

**49 C.F.R. § 195.446 Control Room Management.**

(a) ...

**(j) Compliance and deviations. An operator must maintain for review during inspection:**

**(1) Records that demonstrate compliance with the requirements of this section.**

**1. Where § 195.446(b)(4) states:**

**(b) Roles and responsibilities. Each operator must define the roles and responsibilities of a controller during normal, abnormal, and emergency operating conditions. To provide for a controller's prompt and appropriate response to operating conditions, an operator must define each of the following:**

(1) ...

**(4) A method of recording controller shift-changes and any hand-over of responsibility between controllers.**

MPL failed to provide documents or records of its controller shift-changes and hand-over of responsibility between controllers from February 6, 2020, to February 1, 2021, for Los Angeles Basin (LAB) assets in accordance with 49 C.F.R. § 195.446(b)(4), as required by 49 C.F.R. § 195.446(j)(1). MPL, also, provided only partial shift change records from October 2021 to June 2023. MPL claims that their control room lost the records while they changed the database system. MPL wrote a deviation for not having the records, but it does not relieve them from meeting the regulations. As a result, MPL failed to properly maintain CRM records as required by 49 C.F.R. § 195.446(j)(1).

**2. Where § 195.446(e)(3) states:**

**(e) Alarm management. Each operator using a SCADA system must have a written alarm management plan to provide for effective controller response to alarms. An operator's plan must include provisions to:**

(1) ...

**(3) Verify the correct safety-related alarm set-point values and alarm descriptions when associated field instruments are calibrated or changed and at least once each calendar year, but at intervals not to exceed 15 months.**

MPL failed to provide any records demonstrating verification of correct Safety-Related Alarm (SRA) set-point values and alarm descriptions for 2020, 2021, and 2022 in accordance with 49 C.F.R. § 195.446(e)(3), as required by 49 C.F.R. § 195.446(j)(1). The records provided for 2023 indicates MPL did verify the SRA descriptions but failed to verify the correct SRA set-point values. As a result, MPL

Rich St. Amour  
February 9, 2024  
Page 4

failed to verify the correct safety-related alarm set-point values and alarm descriptions when associated field instruments are calibrated or changed and at least once each calendar year, but at intervals not to exceed 15 months as required by 49 C.F.R. § 195.446(e)(3).

**3. Where § 195.446(h) states:**

**(h) Training. Each operator must establish a controller training program and review the training program content to identify potential improvements at least once each calendar year, but at intervals not to exceed 15 months. An operator's program must provide for training each controller to carry out the roles and responsibilities defined by the operator. In addition, the training program must include the following elements:**

- (1) Responding to abnormal operating conditions likely to occur simultaneously or in sequence;**
- (2) Use of a computerized simulator or non-computerized (tabletop) method for training controllers to recognize abnormal operating conditions;**
- (3) Training controllers on their responsibilities for communication under the operator's emergency response procedures;**
- (4) Training that will provide a controller a working knowledge of the pipeline system, especially during the development of abnormal operating conditions;**
- (5) For pipeline operating setups that are periodically, but infrequently used, providing an opportunity for controllers to review relevant procedures in advance of their application; and**
- (6) Control room team training and exercises that include both controllers and other individuals, defined by the operator, who would reasonably be expected to operationally collaborate with controllers (control room personnel) during normal, abnormal or emergency situations. Operators must comply with the team training requirements under this paragraph no later than January 23, 2018.**

(A) MPL failed to provide documentation of its 2022 controllers training for LAB in accordance with 49 C.F.R. § 195.446(h), as required by 49 C.F.R. § 195.446(j)(1). MPL needs to review the controllers training program content to identify potential improvements at least once each calendar year, not to exceed 15 months as required by 49 C.F.R. § 195.446(h).

(B) MPL failed to provide documentation showing if they use a simulator or tabletop exercises to train controllers how to recognize and respond to abnormal operating conditions for LAB at least once each calendar year, not to exceed 15 months in accordance with 49 C.F.R. § 195.446(h)(2), as required by 49 C.F.R. § 195.446(j)(1).

Rich St. Amour  
February 9, 2024  
Page 5

**EN 24-008**

**49 C.F.R. § 195.446 Control Room Management.**

(a) ...

(j) ***Compliance and deviations.*** An operator must maintain for review during inspection:

(1) ...

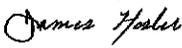
(2) **Documentation to demonstrate that any deviation from the procedures required by this section was necessary for the safe operation of the pipeline facility.**

MPL provided two (2) proper deviation documents, 3/12/2020 and 2/20/2022, for controllers at LAB exceeding 65 hours-of-service in sliding 7 days and one (1) deviation, 1/20/2023, for missing records. MPL needs to be aware that deviation is necessary for the safe operation of the pipeline facility in accordance with 49 C.F.R. § 195.446(j)(2).

Pursuant to CGC § 51018.6, MPL may be subject to a civil penalty not to exceed \$266,015 for each violation for each day the violation exists up to a maximum of \$2,660,135 for any related series of violations. After reviewing the circumstances and supporting documentation involved in this case, it has been determined that a civil penalty will not be proposed at this time for EN 24-005, EN 24-006, EN 24-007, and EN 24-008. We advise you to correct the items identified in this letter. Failure to do so may result in MPL being subject to additional enforcement actions.

No reply to this letter is required. If you have any questions regarding these items, please do not hesitate to contact Huy Ngyuen, Supervising Pipeline Safety Engineer, at (562) 497-0352

Sincerely,

DocuSigned by:  
  
980F8D3AE95C42E...

**JAMES HOSLER**

Assistant Deputy Director

Chief of Pipeline Safety and CUPA Programs

cc: Huy Nguyen, OSFM, Supervising Pipeline Safety Engineer  
Doug Allen, OSFM, Supervising Pipeline Safety Engineer  
Joshua Cleaver, CAL FIRE, Staff Counsel



## Los Angeles Regional Water Quality Control Board

March 11, 2024

Angela Brown  
Tesoro Logistics Operations LLC  
539 South Main Street  
Findlay, Ohio 78259

**Certified Mail**  
**Return Receipt Requested**  
**Claim No. 9589 0710 5270 1463 4165 72**

C T Corporation System  
Agent for Service of Process for  
Tesoro Logistics Operations LLC  
330 North Brand Boulevard, Suite 700  
Glendale, California 91203

**Certified Mail**  
**Return Receipt Requested**  
**Claim No. 9589 0710 5270 1463 4170 67**

### **NOTICE OF VIOLATION: FAILURE TO DEVELOP A COMPLETE STORMWATER POLLUTION PREVENTION PLAN – VINVALE MARKETING TERMINAL, 8601 SOUTH GARFIELD AVENUE, SOUTH GATE, CALIFORNIA 90280, WDID 4 191024234**

Dear Angela Brown:

Tesoro Logistics Operations LLC (Permittee) operates the facility Vinvale Marketing Terminal at 8601 South Garfield Avenue in South Gate (Facility) that is subject to the requirements of the NPDES General Permit for Stormwater Discharges Associated with Industrial Activities Order No. 2014-0057-DWQ as amended in 2015 and 2018 (Amended General Permit). Vinvale Marketing Terminal is classified under Standard Industrial Classification (SIC) code 5171 - Petroleum Bulk Stations and Terminals. Section X of the Amended General Permit requires Tesoro Logistics Operations LLC to develop and electronically submit via the Stormwater Multiple Application and Report Tracking System (SMARTS) database, a Stormwater Pollution Prevention Plan (SWPPP).

The SWPPP electronically submitted by the Permittee on March 17, 2021 via SMARTS does not meet all the requirements listed in the Amended General Permit Section X.

**YOU ARE HEREBY NOTIFIED** that the Permittee is in non-compliance with the Amended General Permit and has violated California Water Code Section 13385 as follows:

#### **SWPPP Violations:**

- The SWPPP does not include the monitoring duties of the Pollution Prevention Team. This is a violation of the Amended General Permit Section X.D.1.a.
- The SWPPP does not include procedures to identify alternate team members to the Pollution Prevention Team. This is a violation of the Amended General Permit Section X.D.1.c.

**NORMA CAMACHO, CHAIR | SUSANA ARREDONDO, EXECUTIVE OFFICER**

320 West 4th Street, Suite 200, Los Angeles, CA 90013 | [www.waterboards.ca.gov/losangeles](http://www.waterboards.ca.gov/losangeles)

- The SWPPP does not include handling frequencies of listed industrial materials. This is a violation of the Amended General Permit Section X.F.
- The SWPPP does not specify the person responsible for implementing the BMPs. This is a violation of the Amended General Permit Section X.H.4.a.iv.
- The SWPPP does not identify the team members assigned to conduct the monitoring requirements in the Monitoring Implementation Plan (MIP). This is a violation of the Amended General Permit Section X.I.1.
- The Monitoring Implementation Plan (MIP) does not include an example of the Facility's Chain of Custody form used when handling and shipping water quality samples to the lab. This is a violation of the Amended General Permit Section X.I.5.
- The SWPPP does not include the date of each SWPPP Amendment. This is a violation of the Amended General Permit Section X.A.10.

**The Permittee is required to take the following actions:**

- Ensure the SWPPP includes a description of the monitoring duties of each team member in the Pollution Prevention Team in accordance with the Amended General Permit Section X.D.1.
- Ensure the SWPPP contains procedures to identify alternate team members to the Pollution Prevention Team in accordance with the Amended General Permit Section X.D.1.c.
- Ensure the SWPPP includes handling frequencies of listed industrial materials in accordance with the Amended General Permit Section X.F.
- Ensure the SWPPP identifies the individual and/or position responsible for implementing the BMP in accordance with the Amended General Permit Section X.H.4.a.iv.
- Ensure the SWPPP includes a complete MIP including the identification of team members assisting in developing the MIP in accordance with the Amended General Permit Section X.I.1.
- Ensure the SWPPP includes an example of a Chain of Custody form in its MIP in accordance with the Amended General Permit Section X.I.5.
- Ensure the SWPPP includes the date that the SWPPP was initially prepared and the date of Each SWPPP Amendment, if applicable in accordance with the Amended General Permit Section X.A.10.
- Ensure the Pollutant Source Assessment in the SWPPP includes an assessment identifying pollutants related to Total Maximum Daily Loads (TMDLs) in accordance with the Amended General Permit Section X.G.2.a.ix. Include the following information to justify whether additional TMDL requirements will or will

March 11, 2024

not apply to the Facility:

- A. Specify the industrial materials used that may be exposed to stormwater runoff and the pollutant parameters that are associated with the industrial materials, then describe potential exposure pathways and degree of exposure to stormwater in these areas (Amended General Permit Section X.G.2.a).
- B. Upon identifying the drainage areas with no exposure to industrial activities and materials (Amended General Permit Section X.G.2.c), describe any industrial activities or materials that are present in that drainage area and specify the pollutant parameters that are associated with the industrial materials and activities in these areas.
- C. Conclude the assessment with a statement on whether additional sampling parameters should be included in the Facility's monitoring program based on presence or absence of pollutants related to the applicable TMDL (Amended General Permit Sections XI.B.6.e).

By **April 10, 2024**, Tesoro Logistics Operations LLC is required to take the actions described above and electronically submit the SWPPP via SMARTS.

If Tesoro Logistics Operations LLC fails to respond, it may be subject to enforcement action, including administrative civil liabilities of up to ten thousand dollars (\$10,000) per day of violation of the General Permit pursuant to California Water Code section 13385. These administrative civil liabilities may be assessed by the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board) beginning with the date that the violations first occurred. The Los Angeles Water Board may also refer this matter to the Attorney General's Office for further enforcement. This notice shall not be deemed to relieve Tesoro Logistics Operations LLC of liability for any penalties that may have already accrued. The Los Angeles Water Board reserves its right to take any further enforcement action authorized by law.

**If the Permittee needs assistance or has questions, please contact Lydia Kim at (213) 620-2695, via email at [lydia.kim@waterboards.ca.gov](mailto:lydia.kim@waterboards.ca.gov) or Pavlova Vitale at (213) 576-6751, via email at [pavlova.vitale@waterboards.ca.gov](mailto:pavlova.vitale@waterboards.ca.gov).**

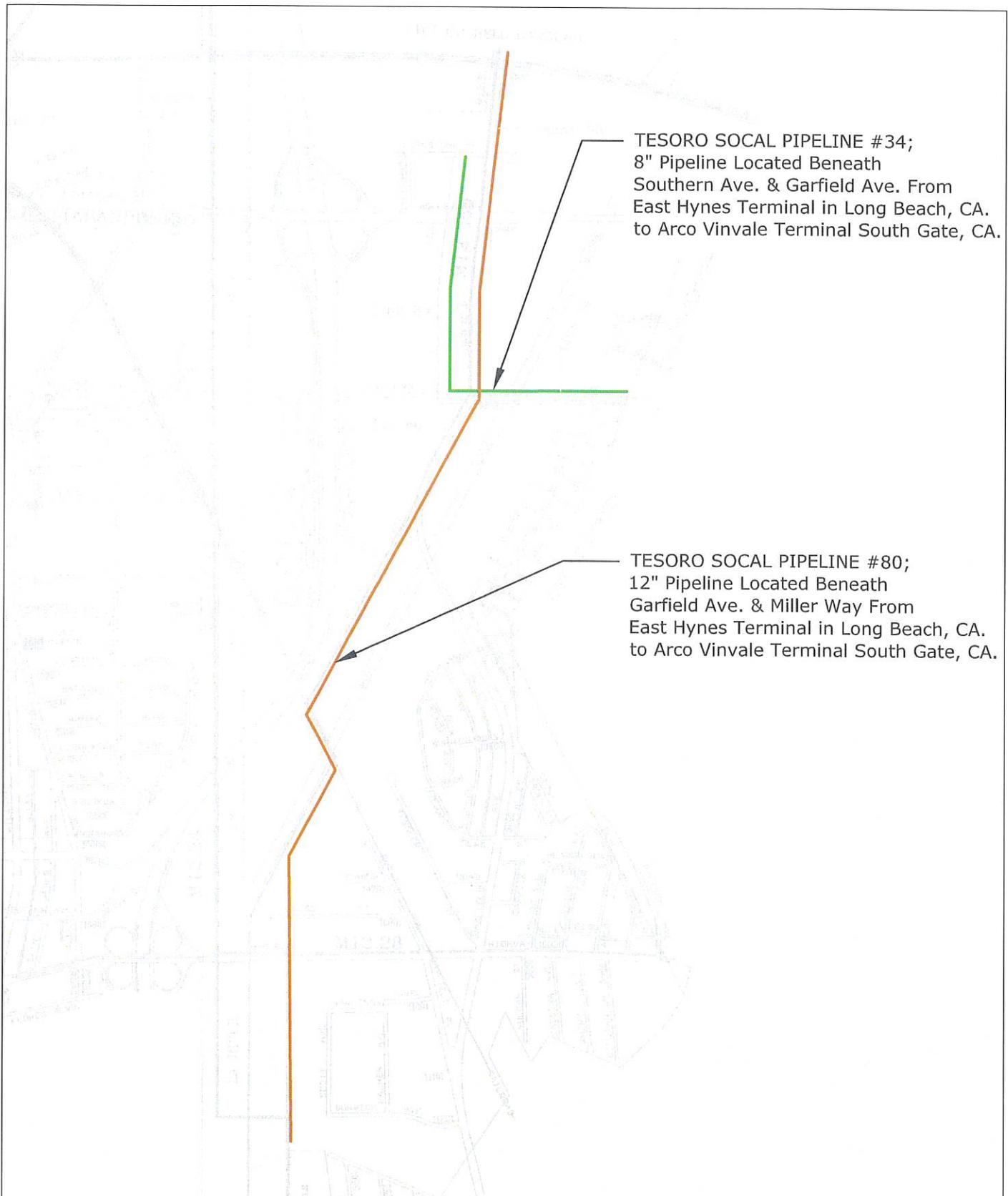
Sincerely,

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Russ Colby  
Acting Assistant Executive Officer

cc: (via email)  
Arturo Cervantes, Public Works Director, City of South Gate, [acervantes@sogate.org](mailto:acervantes@sogate.org)

# CITY OF SOUTH GATE TESORO SOCIAL PIPELINE COMPANY, LLC. LINES



CITY MANAGER'S OFFICE

MAY 08 2024  
8:37am

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 14, 2024

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

 FOR ROB HOUSTON  
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. City forces provided maintenance services on the site. The site was secured with perimeter fencing and security contract services.
3. 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.
4. Submitted to the LEA the Summary of Investigations Report, Workplan of Interim Control Measures ("WICM"), Supplemental WICM and Phase II Workplan. Received approval of the WICM and conditional approval of the Phase II Workplan. Submitted a revised WICM as requested by the LEA. Submitted the revised Phase II Workplan on

April 18, 2023. On May 9, 2023, the LEA approved the Revised WICM for which the safety measures were implemented by May 12, 2023.

5. Coordination with the Trust for Public Land (“TPL”) to complete the process to prepare the technical documents necessary to secure a replacement contractor was completed. Selected a recommended interim contractor; conducted a field review; and received a fee proposal for the interim maintenance and construction activities approved by the Local Enforcement Agency (“LEA”).
6. A bid was received from 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).
7. LA Engineering has now substantially complete construction. Work completed includes 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, and boarding up the education and maintenance buildings. The electrical scope of work is anticipated to be complete by end of April 2024
8. Methane gas monitoring began as of June 2023 and was completed in December 2023. There were 16 probes installed throughout the site. One probe detected low traces of methane; however, the amount is below regulatory requirements. The City’s consultant submitted a final report on January 16, 2024. On March 26, 2024, the LEA provided comments on the Report of Findings of Phase II Work Plan. The City is able to address the comments and proceed with the development of the Post Closure Land Use Plan (PCLUP). The City is coordinating with TPL and the design consultant to submit the PCLUP in an expeditious manner.
9. The City is coordinating with TPL and the design consultant to revise the plans and specification to procure a construction contract for the remaining scope of work. An amendment to contract services will be needed in an amount to be determined. The City Manager will approve the amendment administratively.
10. 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.
11. Per the settlement agreement, NR Development, Inc., is in the process of importing 9,300 cubic yards of clean soil and storing it on the UWS property. 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.

**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 80% 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.

The Project has received the listed grants.

<b>Grants</b>	<b>Amount</b>	<b>Grant Recipient</b>
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	
<b>Total</b>	<b>\$30,506,161</b>	

**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, THEREFOR, 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, THEREFOR, 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 14<sup>th</sup> day of May 2024.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Gil Hurtado, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By: Raul F. Salinas (02)  
Raul F. Salinas, City Attorney

MAY 09 2024

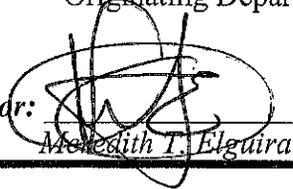
City of South Gate  
CITY COUNCIL

AGENDA BILL

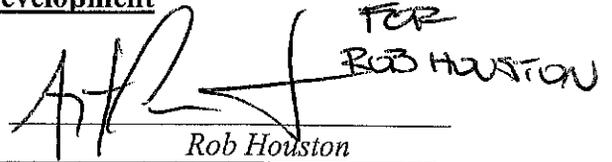
For the Regular Meeting of: May 14, 2024

Originating Department: Community Development

Department Director:

  
Meredith T. Elguira

City Manager:

  
Rob Houston

**SUBJECT: REVISE AND REPLACE RESOLUTION NO. 2023-07-CC WITH A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A STANDARD AGREEMENT FOR THE 2023 HOMEOWNERSHIP SUPER NOFA AND APPROVAL OF AN AGREEMENT WITH AVANT-GARDE, INC. TO ADMINISTER THE CALHOME PROGRAM**

**PURPOSE:** Previously adopted Resolution No. 2023-07-CC needs to be revised and replaced to meet the terms and conditions of a conditional award of CalHome grant funds prior to executing a Standard Agreement and receiving the funding.

**RECOMMENDED ACTIONS:** The City Council will consider adopting a Resolution to revise and replace Resolution No. 2023-07-CC, to approve an application for funding and delegating authority to the City Manager and the Housing Manager to execute the Standard Agreement and any amendments thereto from the 2023 Homeownership Super Notice of Funding Availability dated January 6, 2023, and sign and submit fund requests, respectively.

**FISCAL IMPACT:** There will be no fiscal impact. The City of South Gate is set to receive \$5,000,000 from the California Department of Housing and Community Development ("HCD"). The funds will be used to provide loans to low- and very low-income residents for down payment mortgage assistance as well as cover the administrative and activity delivery fees associated with Avant-Garde, Inc., administering the CalHome Program. The CalHome Program does not require any matching funds.

**ANALYSIS:** The conditional award may only be accepted by satisfying HCD's Terms and Conditions of Conditional Award which includes timely delivery of Authorization and Organization Documents including a duly adopted authorizing resolution.

To satisfy HCD's Terms and Conditions of Conditional Award, City staff is recommending the City of South Gate adopt the proposed Resolution to revise and replace Resolution No. 2023-07-CC, to meet CalHome's technical requirements. The requested revisions include adding a recital which details the specific statutes related to the CalHome Program and updating language pertaining to the execution authority relating to the Standard Agreement and its subsequent amendments or modifications. These revisions have no significant impact on the content and purpose of Resolution No. 2023-07-CC. Adopting the proposed Resolution will satisfy HCD's Terms and Conditions of Conditional Award, allowing for

the City Manager to execute the Standard Agreement and subsequently the commencement of the City's first-time homebuyer mortgage assistance, and authorize the Housing Manager to make Fund requests.

**BACKGROUND:** On January 6, 2023, HCD announced the release of approximately \$135 million in funding for the CalHome Program through the 2023 Homeownership Super Notice of Funding Availability ("NOFA"). This 2023 Homeownership Super NOFA was issued to distribute funds for the CalHome Program which supports homeownership programs aimed at lower and very low-income households to increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes.

The City of South Gate is working with Azure Community Development ("Azure") and Habitat for Humanity of Greater Los Angeles ("Habitat LA") to build and sell affordable homes to households at or below 80 percent of the Area Median Income ("AMI").

On February 28, 2023, the City submitted an application in response to the 2023 Homeownership Super NOFA. The application requested \$5,000,000 of CalHome funds to provide homeownership opportunities by offering down payment mortgage assistance to first-time homebuyers for the Azure and Habitat LA affordable housing developments. In accordance with the 2023 Homeownership Super NOFA and CalHome Guidelines, financial assistance provided to households at or below 80 percent of the AMI shall be in the form of deferred payment loans of up to \$200,000. These loans are to be repayable upon the sale or transfer of the homes, when the home ceases to be owner-occupied, or upon the loan maturity date, whichever comes first.

As part of the application requirements, a resolution needed to be approved by the local jurisdiction's governing body authorizing submission of the application and execution of a Standard Agreement if awarded funds; and a contract needed to be executed with the proposed Administrative Subcontractor.

To satisfy these requirements, on February 14, 2023, the City Council adopted Resolution No. 2023-07-CC.

On November 2, 2023, HCD informed the City of its conditional CalHome Program award in the amount of \$5,000,000 to be used for First-time Homebuyer Mortgage Assistance.

On February 22, 2024, HCD informed City staff that HCD's attorney identified portions of Resolution No. 2023-07-CC that required revision prior to HCD finalizing and executing a Standard Agreement with the City.

**ATTACHMENTS:**      A. Proposed Resolution  
                                 B. Resolution No. 2023-07-CC

**RESOLUTION NO.**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023 HOMEOWNERSHIP SUPER NOFA DATED JANUARY 6, 2023**

**WHEREAS**, the California Department of Housing and Community Development (herein after referred to as ("HCD")) has issued a Notice of Funding Availability ("NOFA") dated January 6, 2023, for the CalHome Program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome Program, subject to the terms and conditions of the statute and the CalHome Program Guidelines adopted by HCD in December 2022;

**WHEREAS**, the HCD announced the release of approximately \$135 million in funding for the CalHome Program through the 2023 Super NOFA;

**WHEREAS**, the purpose of the 2023 Super NOFA is to distribute funds for the CalHome Program which supports homeownership programs aimed at low and very low-income households to increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes;

**WHEREAS**, in accordance with the 2023 Super NOFA and CalHome Program Final Guidelines (2022) (the "CalHome Guidelines"), the City of South Gate is interested in applying for up to \$5,000,000 of CalHome funds to provide down payment assistance in the form of deferred payment loans of up to \$200,000 to first-time homebuyers;

**WHEREAS**, the City of South Gate is working with Azure Community Development and Habitat for Humanity of Greater Los Angeles to build and sell affordable homes to households at or below 80 percent of the Area Median Income (AMI);

**WHEREAS**, the City Council hereby authorizes and directs the Housing Manager, or designee, to execute and deliver all applications and act on the City of South Gate's behalf in all matters pertaining to all such applications;

**WHEREAS**, the City Council does hereby authorize the City Manager, or designee, to enter in to, execute, and deliver on behalf of the City of South Gate, the Standard Agreement, and any and all subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments or modifications thereto; and

**WHEREAS**, the City Council does hereby authorize the Housing Manager, or designee, to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by HCD from time to time in connection with the grant.

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

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

**SECTION 2.** The City Council, on behalf of South Gate, has reviewed and hereby approves the submission to the California Department of Housing and Community Development of one or more application(s) in the aggregate amount, not to exceed, \$5,000,000 for the following Homeownership Super NOFA (HOSN) activities pursuant to the 2023 HOSN Notice of Funding Availability (NOFA):

**List activities and amounts:**

*CalHome First-Time Homebuyer Mortgage Assistance* **\$5,000,000**

**SECTION 3.** The City Council hereby authorizes and directs the Housing Manager, or designee, to execute and deliver all applications and act on the City of South Gate’s behalf in all matters pertaining to all such applications.

**SECTION 4.** The City Council does hereby authorize the City Manager, or designee, to enter in to, execute, and deliver on behalf of the City of South Gate, the Standard Agreement, and any and all subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments or modifications thereto.

**SECTION 5.** The City Council does hereby authorize the Housing Manager, or designee, to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by HCD from time to time in connection with the grant.

**SECTION 6.** The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of South Gate acknowledges and agrees that it may be required to execute any and all instruments necessary or required by HCD for participation in the CalHome Program.

**SECTION 7.** The City Council does hereby approve the Professional Services Agreement with Avant-Garde, Inc. for the administration of the CalHome Program and Avant-Garde will act as the City’s Administrative Subcontractor.

[Remainder of page left blank intentionally.]

**SECTION 8.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED, and ADOPTED** on this 14<sup>th</sup> day of **May 2024**.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Gil Hurtado, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By: Raul F. Salinas <sup>(AS)</sup>  
Raul F. Salinas, City Attorney

**RESOLUTION NO. 2023-07-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023 HOMEOWNERSHIP SUPER NOFA (HOSN) DATED JANUARY 6, 2023**

**WHEREAS**, the California Department of Housing and Community Development (“HCD”) announced the release of approximately \$135 million in funding for the CalHome Program through the 2023 Homeownership Super Notice of Funding Availability (“NOFA”);

**WHEREAS**, the purpose of the Homeownership Super NOFA is to distribute funds for the CalHome Program which supports homeownership programs aimed at low and very low-income households to increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes;

**WHEREAS**, in accordance with the 2023 Homeownership Super NOFA and CalHome Guidelines, the City of South Gate is interested in applying for up to \$5,000,000 of CalHome funds to provide down payment assistance in the form of deferred payment loans of up to \$200,000 to first-time homebuyers;

**WHEREAS**, the City of South Gate is working with Azure Community Development and Habitat for Humanity of Greater Los Angeles to build and sell affordable homes to households at or below 80 percent of the Area Median Income (“AMI”);

**WHEREAS**, the City of South Gate wishes to enter into a Professional Services Agreement with Avant-Garde, Inc., for the administration of the CalHome Program. Avant-Garde will act as the City’s Administrative Subcontractor;

**WHEREAS**, Avant-Garde, Inc., has extensive experience administering various federally and state funded programs including the CalHome Program and will be compensated directly from the administrative and activity delivery fees allocated by the program.

**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, on behalf of South Gate, has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, \$5,000,000 for the following HOSN activities pursuant to the 2023 HOSN Notice of Funding Availability (NOFA):

**List activities and amounts:**

*CalHome First-Time Homebuyer Mortgage Assistance*

**\$5,000,000**

**SECTION 3.** The City Council hereby authorizes and directs the Housing Manager, or designee, to execute and deliver all applications and act on the City of South Gate's behalf in all matters pertaining to all such applications.

**SECTION 4.** The City Council does hereby authorize, the City Manager, or designee, to enter into, execute, and deliver the Standard Agreement and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

**SECTION 5.** The City Council does hereby authorize, the Housing Manager, or designee, to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

**SECTION 6.** The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of South Gate acknowledges and agrees that it may be required to execute any and all instruments necessary or required by HCD for participation in the HOSN Program.

**SECTION 7.** The City Council does hereby approve the Professional Services Agreement with Avant-Garde, Inc., for the administration of the CalHome Program and Avant-Garde will act as the City's Administrative Subcontractor.

**SECTION 8.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED, and ADOPTED** on this 14<sup>th</sup> day of February 2023.

**CITY OF SOUTH GATE:**

By:   
Maria del Pilar Avalos, Mayor

**ATTEST:**

By:   
Yodit Glabe, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

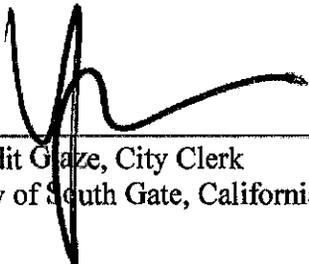
By:   
Raul F. Salinas, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
CITY OF SOUTH GATE )

I, Yodit Glaze, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2023-07-CC was adopted by the City Council at their Regular Meeting held on February 14, 2023, by the following vote:

Ayes: Council Members: Avalos, Barron, Hurtado, and Rios  
Noes: Council Members: None  
Absent: Council Members: Davila  
Abstain: Council Members: None  
Recused: Council Member: None

Witness my hand and the seal of said City on February 27, 2023.

  
\_\_\_\_\_  
Yodit Glaze, City Clerk  
City of South Gate, California

CITY MANAGER'S OFFICE

MAY 08 2024

8:45

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 14, 2024  
Originating Department: Human Resources

Human Resources Director:

  
John Admilton

City Manager:

 FOR ROB HOUSTON  
Rob Houston

**SUBJECT: RESOLUTION APPROVING A COMPREHENSIVE SUCCESSOR MEMORANDUM OF UNDERSTANDING COVERING JULY 1, 2021, THROUGH JUNE 30, 2025, WITH THE SOUTH GATE DIVISION MANAGEMENT ASSOCIATION**

**PURPOSE:** To approve the comprehensive successor Memorandum of Understanding (“MOU”) between the City of South Gate (“City”) and the South Gate Division Management Association (“SGDMA”) covering the time period of July 1, 2021 through June 30, 2025, which shall supersede the last MOUs, Amendments, Side Letters and Tentative Agreements between the City and the SGDMA.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Adopting a Resolution approving the comprehensive successor Memorandum of Understanding between the City and the South Gate Division Management Association for the term of July 1, 2021, through June 30, 2025; and
- b. Authorizing the Mayor to execute the comprehensive successor Memorandum of Understanding in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact from adopting the Resolution approving the comprehensive successor MOU as the terms were previously negotiated and were budgeted in each fiscal year covered by this comprehensive successor MOU.

**BACKGROUND:** The most recent Comprehensive Memorandum of Understanding MOU between the City and SGDMA covered the period of July 1, 2014, through June 30, 2015 (SGDMA MOU Contract No. 3094). Amendment No. 1 to Contracts No. 3094 extended the term of the MOU between the City and the SGDMA through June 30, 2017. The SGDMA Tentative Agreement Contract No. 3406 extended the term of the MOU between the City and the SGDMA through June 30, 2020. On August 31, 2021, the City Council approved the Side Letter of Agreement with the SGDMA (Contract No. 2021-118-CC). The City and SGDMA reached a Tentative Agreement for a successor comprehensive MOU (Contract No. 2022-58-CC) covering the period of July 1, 2021, through June 30, 2025. This MOU incorporates those changes into this comprehensive MOU.

The SGDMA has reviewed and approved the recently completed comprehensive successor MOU (“SGDMA MOU 2021-2025”).

**ATTACHMENT:** Proposed Resolution (including Exhibit A - Comprehensive Successor  
SG DMA 2021-2025)

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**RESOLUTION NO. \_\_\_\_\_**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING A COMPREHENSIVE SUCCESSOR MEMORANDUM OF UNDERSTANDING COVERING JULY 1, 2021, THROUGH JUNE 30, 2025, WITH THE SOUTH GATE DIVISION MANAGEMENT ASSOCIATION**

**WHEREAS**, the last Memorandum of Understanding (“MOU”) between the City of South Gate (“City”) and South Gate Division Management Association (“SGDMA”) covered the term of July 1, 2014 through June 30, 2015 (SGDMA MOU Contract No. 3094);

**WHEREAS**, Amendment No. 1 to Contracts No. 3094 extended the term of the MOU between the City and the SGDMA through June 30, 2017;

**WHEREAS**, the SGDMA Tentative Agreement Contract No. 3406 extended the term of the MOU between the City and the SGDMA through June 30, 2020;

**WHEREAS**, On August 31, 2021, the City Council approved the Side Letter of Agreement with the SGDMA (Contract No. 2021-118-CC);

**WHEREAS**, on September 13, 2022, the City Council approved the Tentative Agreement for a Successor Comprehensive MOU (Contract No. 2022-58-CC) with the SGDMA which covered the term of July 1, 2021 through June 30, 2025;

**WHEREAS**, the City met and conferred with SGDMA to consolidate the changes within the Tentative Agreement and previous side letters into one comprehensive, complete, and consolidated MOU; and

**WHEREAS**, the SGDMA reviewed and approved the completed comprehensive successor SGDMA MOU 2021-2025, which shall become effective on the date of adoption by the South Gate City Council.

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

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

**SECTION 2.** The City Council does hereby accept, approve and adopt the comprehensive successor MOU between the City of South Gate and the SGDMA for the term of July 1, 2021 through June 30, 2025, 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 14<sup>th</sup> day of May 2024.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Gil Hurtado, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

Contract No.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**CITY OF SOUTH GATE**

**AND THE**

**SOUTH GATE DIVISION MANAGEMENT ASSOCIATION**

**JULY 1, 2021, TO JUNE 30, 2025**

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**ARTICLE I  
GENERAL PROVISIONS**

**SECTION 1 RECOGNITION**

The South Gate Division Management Association (hereinafter "Association") is the duly recognized employee organization for the Division Management Employees Unit of the City of South Gate (hereinafter the "City") employee in the following classifications only:

Building Official  
Economic Development Manager  
Deputy City Engineer  
Deputy Director of Finance  
Deputy Director of Human Resources  
Deputy Director of Parks & Recreation  
Deputy Director of Public Works – Field Operations  
Housing Manager  
Parks Superintendent  
Planning Manager  
Risk Manager

The parties have met and conferred regarding an extension to the existing Memorandum of Understanding (hereinafter referred to as "Agreement" or "MOU") and this amendment reflects the agreed-upon modified terms of, and additional new terms to, the existing MOU. All terms and conditions of the existing MOU shall continue unless expressly modified herein. This Amendment No. 1 to the 2014-15 MOU, made this 8<sup>th</sup> day of March 2016, is entered into with reference to the following facts:

**WITNESSETH:**

**WHEREAS**, the South Gate Division Management Association, (hereinafter called the "Association" or the "DMA"), is the duly recognized employee organization for its members employed by the City of South Gate (hereinafter called the "City") in an employee group defined by Resolution No. 4508 (Employer-Employee Relations Resolution) (8.2.7) of the City Council of South Gate, and subsequent amendments to the same, as "All employees in the Pay Plan F (Unclassified Division Management Employees)," and,

**WHEREAS**, the Association and the City's Representatives have met and conferred in good faith over the wages, hours, and other conditions of employment for the employees represented by the Association and have reached an understanding as to certain recommendations to be made to the City Council of South Gate.

**NOW, THEREFORE**, the City's Representatives and the Association hereby agree as follows:

**SECTION 2 CURRENT AND SUPPLEMENTAL AGREEMENTS**

It is the intent of the City and the Association that this Agreement supersedes all previous agreements or understandings either written or oral and contains the entire understanding between the parties on all matters subject to the Meet and Confer process. No amendment, change, or variation hereof shall be valid or binding unless reduced to writing and signed by the duly authorized representatives of the City and the Association.

**SECTION 3 NONDISCRIMINATION**

The City and Association agree that, in applying the terms of this MOU, neither party will discriminate against any employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran or military status, political beliefs and affiliations, or union affiliation of any person or from any other reason prohibited by law.

**SECTION 4 DURATION**

This MOU shall be effective from July 1, 2021 through June 30, 2025 and shall supersede the SGDMA MOU 2014-2015 (Contract No. 3094), any amendments, resolutions or side letters thereto, the Tentative Agreement Contract 3406 and any amendments or side letters thereto, and any other labor agreements entered prior to this successor MOU, which are all intended to be incorporated in this MOU if to be continued. The MOU shall become effective only after adoption by the City Council of the City of South Gate following ratification by the members of the Association.

**SECTION 5 DUES DEDUCTION**

The City will provide automatic payroll deduction for the collection of association dues, if so requested by the Association.

**SECTION 6 SEVERANCE PLAN**

Employees may be terminated without cause or laid-off in the sole discretion of the City provided that the City shall give the Employee one (1) month written notice of its intent to do so, and upon the effective date of such termination, shall pay the employee a severance payment as follows:

1. For any employee employed by the City as of September 1, 2003, or thereafter, and not identified in Section 2 below, the severance payment shall be equal to three (3) months of his or her base salary upon termination, less ordinary deductions for taxes and other customary withholdings.
2. For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022, to on or before March 30, 2023, the severance payment shall be equal to six (6) months of his or her base salary upon termination, less ordinary deductions for taxes and other customary withholdings.

Acceptance of the severance payment will be consideration by the City in exchange for a full and complete settlement of all employment disputes between the employee and the City, and the employee will execute a severance agreement to this effect prior to and as a condition of receiving the severance. The employee will not be eligible for the notice period or severance pay described above if he/she is terminated for cause as defined below or if employee fails to execute severance agreement.

If the City determines that it has cause to terminate an employee, it shall provide the employee with written notification detailing the cause for termination. The employee shall have ten (10) working days to challenge the cause for termination. If the City, in its sole determination, is not persuaded by the challenge to rescind the termination, the employee shall be terminated. The employee may then appeal the termination in accordance with Article V, Section 3, Step 4. Any newly hired employee is not eligible for severance, or the grievance procedure outlined herein until he/she passes the probationary period or extended probationary period as defined in Article I, Section 13. However, when an employee who has passed his/her initial probationary period accepts a probationary appointment in a new classification, the employee retains the right to the severance pay and grievance procedure benefits under the terms outlined herein.

1. **Termination for Cause.** An employee may be terminated for cause in the event that the employee is:

- a. Convicted of any illegal act involving personal gain to the employee;
- b. Convicted of any felony, irrespective of the charge;
- c. Convicted of any misdemeanor involving charges of moral turpitude, fraud or any act of misappropriation of public funds while working for the City, or;
- d. Found by the City Council, upon the recommendation of the City Manager, to have:
  - (1) Been in gross neglect or dereliction of his/her duties, including willful or repeated violation of Article V, Section 1.A. of this MOU;
  - (2) Misappropriated any assets of the City; or
  - (3) Failed to accurately state his/her representations or warranties.

2. **Written Notice.**

A written document delivered to the employee by the Department Head or City Manager or his/her designee describing the reason(s) for the employee's termination and the date that the employee will be terminated.

3. **Notice period.**

In the case of termination without cause, the notice period is intended as a time during which the employee can look for other employment while remaining on the City payroll. The employee will be available and will cooperate in helping to transition his/her work assignments during this period, however, the majority of the notice period will be utilized for job search. With mutual agreement between the employee and the City, some or all of the notice period may be converted into severance pay

based on the employee's salary. For instance, if the employee earns a salary of \$1,000 per week and it is mutually agreed to convert two (2) weeks of notice into a cash payment, a total of \$2,000 would be added to the employee's severance benefit and he/she would leave the City payroll two weeks earlier than required by this MOU. If the employee accepts another job during the notice period and presents the City with a valid offer of employment, the time remaining in the notice period from the employee's hire date with the new organization will be converted to a severance payment as described in this paragraph.

**SECTION 7 DRESS CODE**

The parties agree that City dress codes shall be determined by management in accordance with business necessity and shall not be subject to meet and confer.

**SECTION 8 ASSOCIATION BUSINESS**

Elected Association stewards and officials will be provided a reasonable amount of time during normal working hours to conduct official Association business. This time will be recorded in accordance with City policy. Time spent on official Association business shall not disrupt critical work schedules. Disputes about this policy will be resolved through good faith discussions between the City and the Association and will not be subject to the grievance procedure.

**SECTION 9 USE OF CITY FACILITIES/VEHICLES**

The City agrees that the Association may use City facilities to conduct meetings, provided that advance notice is given to the City, proper reservations are made for the use of the facilities to ensure availability and prevent scheduling conflicts, and that such use does not interfere with the normal business operations of the City. Employees who are required to participate in City sponsored or sanctioned activities outside of their normal work hours or normal work days may be allowed to take an available City vehicle home the day(s) of the activity with the approval of their Department Director or the City Manager. Additionally, employees may use available City vehicles during normal work hours, with the approval of their Department Director or the City Manager, to accomplish special assignments if their personal vehicle is not appropriate for the assignment or the assignment may damage their personal vehicle.

**SECTION 10 EMPLOYE HANDBOOK**

The Handbook will be updated at least annually and will be available in electronic form.

**SECTION 11 PROBATION PERIOD**

A. All employees new to a position are required to complete a probationary period of one (1) year (2080 hours) which is considered to be an extension of the examination process and an opportunity for the newly placed employee to demonstrate abilities and skills necessary for successful work performance in the particular classification and position.

- B. Any appointment to a position from an eligibility list is subject to a probationary period of one (1) year, equivalent to a total of 2,080 actual work time hours including earned holiday leave, before an appointee acquires a permanent status in the position. Two weeks prior to the end of the probationary period, the Department Head shall forward the probationary employee's Performance Appraisal to the Personnel Officer recommending that the employee be given permanent status if his/her service has been satisfactory, recommending an extension of the probationary period, or recommending that the employee be terminated or returned to the position vacated. The initial probationary period may be extended an additional six (6) months at the discretion of the Department Head in the documented cases where work performance cannot be fully evaluated within the initial six (6) month period.
- C. An employee may be removed by the appointing authority at any time during the probationary period by submission of a termination notice to the Personnel Officer, and the same shall not be subject to the Grievance Procedure. The Personnel Officer may restore any employee so terminated to the eligibility list from which he/she was removed if there appears to be an adequate basis for anticipating the employee might render satisfactory service in another department. When a present employee with permanent status accepts probationary appointment in a new classification, whether or not promotional, that employee retains the right to return to the position vacated.

**1. Employee Performance Review**

- a. All probationary employees shall be reviewed by their supervisors after six (6) months of service and after twelve (12) months of service. (This includes new employees and employees serving a probationary period after a promotion or transfer.)
- b. Each employee shall receive an annual performance review that shall be due on the anniversary of the date that he/she passed probation in his/her current position.
- c. If an employee is not timely evaluated on or before twelve (12) months after hire, then his/her probation is deemed automatically extended until completed and a formal decision is made to fail, pass or extend by a set period of time. No employee shall be deemed to have passed probation by failure of the City to timely act on the probation as only formal written approval by the Personnel Officer can result in permanent status in the position.

**SECTION 12 WORK SCHEDULES**

The 4/10 work schedule shall continue and may be re-evaluated each year of this Agreement. The City agrees to Meet and Confer with the Association on any proposed changes to the 4/10 schedule.

**SECTION 13 ELECTRONIC CHECK DEPOSIT**

The City will continue to provide an electronic check deposit program.

**SECTION 14 SUBSTANCE ABUSE**

The City and the Association agree that it is appropriate to provide a drug-free workplace through the establishment of policies and procedures that clearly prohibit the use of alcohol and other drugs and their influence on the job. The Association will cooperate with the City in implementing its Drug and Alcohol Abuse Policy. The City agrees to Meet and Confer with the Association prior to making any significant modifications to its Drug and Alcohol Abuse Policy.

**SECTION 15 SMOKE FREE POLICY**

All City buildings and vehicles shall be considered "smoke free" areas.

**SECTION 16 TRAINING STANDARDS FOR EMPLOYEES WHO SUPERVISE**

Performance standards for employees who supervise shall be amended to include forty (40) hours of approved supervisor training per year on City time. This standard shall be imposed through the normal annual performance evaluation process. The Personnel Department will regularly publish training opportunities.

**ARTICLE 17 ASSOCIATION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION**

The City agrees to provide no less than 10 calendar days' notice to the Association in advance of any new employee orientation(s) and provide the Association access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. In accordance with California Government Code § 3557, access shall be determined by mutual agreement between the City and the Association. Access could be effectuated by representational attendance or correspondence, although the parties' preference is generally correspondence over representational attendance. The Association shall advise the City reasonably in advance of any orientation as to the type of access requested.

The City agrees to provide the Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within thirty (30) days of the date of hire. The City also agrees to provide the association with a list of the foregoing information for all bargaining until employees at least one every 120 days at the Association's written request.

Notwithstanding the foregoing, the City shall not provide the Association with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this MOU, "law enforcement-related functions" includes any City police department employees and any City code enforcement officer. The City will not provide the Association with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the

Public Records Act).

**ARTICLE 18 EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF OFFICIAL DOCUMENTS**

Employees being served with City documents that contain a formal Notice of Acknowledgement of Receipt with a signature line and date for the employee to sign and who are directed to sign such document at the time presented, shall promptly sign and date the Notice of Acknowledgement of Receipt or may be subject to discipline for insubordination for failure to comply with an official directive and for violation of this MOU. Any disciplinary document shall have the following sentence before the signature line: "My signature does not mean that I agree with the contents of this document and does not waive any of my rights."

**ARTICLE 19 EXCLUSION FROM CIVIL SERVICE RULES AND REGULATIONS**

DMA employees are "at will" and excluded from the City's civil service rules and regulations pursuant to Section 1.24.105 of the South Gate Municipal Code

**ARTICLE II  
SALARIES AND ALLOWANCES**

**SECTION 1 PAY INCREASE IMPLEMENTATION**

The City shall make payroll changes for step increases, pay increases, and other compensation changes at the start of the nearest pay period, subject to the Personnel Officer's approval and/or adjustment (due to special circumstances).

**SECTION 2 WAGES:**

- A. Effective the first full payroll period of July 2024 the base salary for the classifications for the represented Unit classifications shall be increased by three percent (3.0%)
- B. Effective the second full payroll period of July 2024, employees still on payroll and who worked during any part of the period March 18, 2020, to January 1, 2022, shall receive an Essential Worker Stipend of \$1,000.

**SECTION 3 MERIT BASED INCREASES**

All employees will be placed on the same evaluation schedule with either annual or semi-annual evaluations. Advancement to a higher Step in each Grade will be contingent upon an overall satisfactory or exemplary performance evaluation. Merit increases must be recommended by the employee's Department Head and approved by the City Manager. Should a Department Head fail to complete an evaluation through no fault of the employee, the employee will automatically receive any regularly scheduled increase. Department Heads are required to take affirmative action to withhold a salary step increase, with this action to be approved by the City Manager. The withholding of a salary step increase may be reviewed by the Personnel Officer if the employee requests. Further, if a supervisor rates an employee unsatisfactory and fails to withhold a step increase, the supervisor shall be required to justify the lack of action. Withholding a salary increase is an administrative action, and not disciplinary, and therefore is not a subject to appeal. When an employee is given an unsatisfactory performance evaluation and a salary step withheld, the employee and the supervisor shall meet and establish goals and a plan to improve the performance. When an employee meets the goals of the performance improvement plan the employee will then earn a step increase.

**SECTION 4 WORKING TEMPORARILY IN A HIGHER CLASSIFICATION**

**A. RIGHT TO ADDITIONAL COMPENSATION**

Employees who are formally appointed to act and work in a higher temporarily vacant and budgeted position shall be entitled to additional compensation in the amount set forth below.

## **B. CONDITIONS PRECEDENT FOR ACTING PAY COMPENSATION**

### **1. Minimum Time in Classification Requirement**

The employee must be appointed to work in a temporarily vacant and budgeted higher classification for the requisite time periods specified below:

- a. If the temporarily vacant and budgeted higher classification to which the employee is appointed is vacant due to lack of a permanent employee occupying said position, the requisite time period is three (3) consecutive work weeks in order to receive acting pay, at which time the acting pay shall be retroactive to the commencement of the appointment start date.
- b. If the temporarily vacant and budgeted higher classification to which the employee is assigned is vacant due to a temporary absence of a permanent employee, such as illness, vacation, leave of absence, absence without leave, or acting in a higher position, the requisite time period is a cumulative period of four (4) work weeks in a twelve (12) month period preceding the day upon which the employee is appointed to commence acting in the higher classification, at which time the acting pay shall be retroactive to the commencement of the appointment start date.

### **2. Authorization**

Appointment to act and work in a temporarily vacant and budgeted higher classification must be approved in writing signed by the Department Director. Additionally, prior to the first day of eligibility for compensation, as stated in subparagraph 1, the Personnel Officer has authorized the appointment in writing to confirm that there is a temporarily vacant and budgeted higher classification. If the Personnel Officer is not available to approve the appointment, then the Department Director shall not continue the acting appointment beyond five (5) working days unless or until they have obtained approval of the Personnel Officer.

### **3. Compensation**

Acting Pay shall be in the amount equal to the number of hours worked in the higher classification after meeting the minimum time in classification requirement multiplied by the rate of compensation established for that position classification at the step in the Salary and Compensation Resolution necessary to provide the employee with a minimum of five percent (5%) increase but shall in no event exceed the highest step of the range assigned to the higher classification.

## **SECTION 5 EDUCATIONAL REIMBURSEMENT**

The individual educational reimbursement cap is \$2,500 annually (\$3,000 for private universities). The City shall reasonably budget for this expense based upon past use experience. Full-time City employees who have successfully passed their initial probation period are eligible to participate in the educational reimbursement plan. To be eligible for

reimbursement, the employee must obtain a grade of "C" or better and submit a grade slip or other evidence of successful course completion and appropriate invoices and/or receipts. If the employee leaves voluntarily or separates from the City within two years from the date of completion of a course for which reimbursement is received, the City may withhold the amount of such reimbursement from the employee's final check.

For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022, to on or before March 30, 2023, the annual individual educational reimbursement cap is up to \$3,500 for public, private, or recognized professional organizations.

**SECTION 6 AUTO ALLOWANCE**

Employees shall be required to furnish their own automobiles for City business. Employees will be compensated for the use of their automobile at a rate of four hundred dollars (\$400) per month, which shall be taxable as compensation.

For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022, to on or before March 30, 2023, in lieu of the City providing a vehicle or paying mileage reimbursement for City business use, the employee may receive up to \$500 per month as a vehicle allowance. The employee shall annually present proof of vehicle insurance and that such coverage shall cover the vehicle operation for city business purposes by said employee. The employee shall also participate in the City's annual DMV verification program.

**SECTION 7 COMMUNICATION DEVICES**

Unless other arrangements are approved by the City Manager, all DMA members shall elect to either receive a City – issued cellular telephone device or a \$100 per month allowance for his/her personal technology device use. Such allowance shall be taxable as compensation.

For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022 to on or before March 30, 2023, in lieu of the City providing a cell phone, the employee shall receive \$120 per month for communication expenses. The employee understands the monthly records of calls may be subject to the California Public Records Act relating to City business items. The City Attorney's Office will make any determination of applicability.

**SECTION 8 BILINGUAL PAY**

Effective January 7, 2018, DMA members will be eligible for bilingual pay of \$125.00 per month. To receive the bilingual pay, a DMA member will need to get approval of his/her Department Director, based upon the extent of his/her usage of the bilingual skills, and pass the appropriate bilingual skills test.

**SECTION 9 EDUCATION INCENTIVE PAY**

As long as the degrees at issue are not part of the requirements of the classification,

employees who have or obtain a B.A. or B.S. will be paid an additional \$50 per month. Employees who have or obtain a post-graduate degree will be paid an additional \$125 per month.

For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022, to on or before March 30, 2023, the City shall pay \$225 per month for any employee that has obtained a master's degree or higher from a fully accredited university.

**SECTION 10 LONGEVITY PAY**

The City recognizes that as an employee's service with the City increases, the employee's knowledge of operating procedures, productivity and ability to provide outstanding service to the citizens of South Gate increases. For these reasons, the City shall provide a flat monthly rate longevity pay which is added to the eligible employee's base pay. Longevity pay is determined once per year on the employee's anniversary dates pursuant to the following table:

Pay Grade	Classification	Years of Service		
		10-14	15-19	20+
650	Building Official	\$245.93	\$307.42	\$368.90
650	Economic Development Manager	\$245.93	\$307.42	\$368.90
659	Deputy City Engineer	\$288.58	\$360.73	\$432.87
650	Deputy Director of Finance	\$245.93	\$307.42	\$368.90
650	Deputy Director of Human Resources	\$245.93	\$307.42	\$368.90
655	Deputy Director of Parks & Recreation	\$218.28	\$272.84	\$327.41
714	Deputy Director of Public Works – Field Operations	\$288.58	\$360.73	\$432.87
713	Housing Manager	\$229.49	\$286.86	\$344.24
656	Parks Superintendent	\$208.94	\$261.18	\$313.42
713	Planning Manager	\$229.49	\$286.86	\$344.24
712	Risk Manager	\$255.46	\$319.32	\$383.19

**ARTICLE III  
FRINGE BENEFITS**

**SECTION 1      MEDICAL & DENTAL INSURANCE**

**A.    Medical Insurance**

The City will pay an insurance premium that is equivalent to the Kaiser HMO rate for the Southern California-Los Angeles area. Employees who select a more expensive plan will be responsible for any difference in premiums. The City will provide an amount equal to the one party Kaiser HMO rate for the Southern California – Los Angeles area, per month, in deferred compensation to those employees who do not purchase health insurance, but can show proof of medical insurance coverage on an annual basis. The current Kaiser – Southern California rate can be requested from the Human Resources Office.

For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022, to on or before March 30, 2023, they will receive up to \$1,000 + 1.00% of his/her annual salary, monthly towards mandatory health and dental coverage, which includes the required CalPERS monthly contribution. In lieu of this benefit, Employees may receive an amount in cash up submittal of waiver and proof of enrollment in an alternative group health plan and annually each year after; however, in lieu cash out is limited to \$900 per month.

**B.    Dental Insurance**

Dental Health Services (DHS) plans will no longer be available for bargaining unit employees.

The current dental plan year is March 1, 2014 to February 28, 2015. The City currently pays the maximum amount of \$48.70 towards an employee's dental plan coverage. This rate of \$48.70 is equivalent to Dental Health Services (DHS) HMO plan family coverage rate.

Effective March 1, 2015, the City will pay the maximum amount equivalent to the current DHS HMO plan family coverage rate of \$48.70 or Delta Dental HMO plan family coverage rate, whichever is higher. Employees who select more expensive plans will be responsible for any difference in premiums. The City will provide an amount equal to the Delta Dental HMO plan family coverage rate per month in deferred compensation to those employees who opt out of the City's dental insurance. Employees must show proof of alternate dental insurance coverage on a yearly basis in order to receive payment provided herein.

For the remainder of the 2014/15 contract and until the 2015/16 contract is approved, the City will cover the increase in cost of switching from Dental Health Services PPO and EPO plans to the equivalent Delta Dental PPO plans.

Example 1: Employee A, currently enrolled in Dental Health Services PPO family coverage has a premium rate of \$186.15; the City pays \$48.70; and the employee is responsible for paying \$137.45. Employee A can switch to Delta Dental PPO family coverage with a premium rate of \$211.30; the City will pay \$48.70, plus \$25.15 (the difference between the employee's new premium level of responsibility of \$162.60 and the old level of responsibility of \$137.45) for a total of \$73.85; and the employee is responsible for paying \$137.45.

Example 2: Employee B, currently enrolled in Dental Health Services EPO employee only coverage has a premium rate of \$40.05; the City pays \$19.95; and the employee is responsible for paying \$20.10. Employee B may elect to switch to Delta Dental PPO employee only coverage with a premium rate of \$68.88; the City will pay \$19.95, plus \$28.83 (the difference between the employee's new premium level of responsibility \$48.93 and the old level of responsibility of \$20.10) for a total of \$48.78.

### **C. Vision Plan**

Effective on the first of the month as soon as feasibly possible following the date the City Council approves this MOU, the City agrees to contribute up to the monthly dollar amount equal to the VSP Choice Plan B Copay: \$10/10 employee plus family coverage rate toward vision plan coverage.

For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022 to on or before March 30, 2023, the City will pay the employee and up to two (2) dependents party HMO plan premium.

### **D. Opt Out**

Employees who have not opted out of City-provided Medical and Dental insurance prior to July 1, 2023, and who later opt out of City-provided Medical and Dental insurance shall receive one-half of the premium amount for which they would otherwise qualify. For those current employees who opted out prior to July 1, 2023, shall continue to receive 100% of the premium amount for which they would otherwise qualify.

## **SECTION 2 LIFE INSURANCE**

The City shall provide \$100,000 Life and Accidental Death and Dismemberment Insurance for all employees represented by the Association. However, at age 65, coverage is at 65%; at age 70, coverage is at 40%; at age 75, coverage is at 25%; and at age 80, coverage is at 15%.

## **SECTION 3 VOLUNTARY LIFE INSURANCE**

Eligible employees will be offered the opportunity to purchase life insurance in addition to the life insurance paid for by the City. Currently the voluntary life coverage is provided by The Guardian and establishes the terms and conditions regarding coverage. If, due to a change in insurance carrier or other reasons, any significant features of the

Plan need to be changed, the City will Meet and Confer with the Association before the changes are implemented.

**SECTION 4 SECTION 89 CONSIDERATIONS**

The City shall comply with IRS Section 89 requirements as mandated by Congress and, should there be any changes regarding said implementation which would require Meet and Confer, then the City shall notify the Association immediately.

**SECTION 5 RETIREMENT**

**A. Employee Contributions**

All employees will pay the employee's 8 % contribution to the retirement plan. Starting on July 1, 2023, all represented Unit members, "Classic" and "PEPRA" as defined by CalPERS, shall pay an additional 1% towards the employer CalPERS contribution as cost sharing to be implemented by a CalPERS contract amendment and an additional 1% (for a total of 2%) starting July 1, 2024.

**B. Additional Retirement Benefits**

The following are benefits provided to employees and their eligible dependents/beneficiaries under the terms of the retirement plan:

1. **One-Year Final Compensation** - Final compensation is calculated using the last (or highest) twelve consecutive monthly pay rates;
2. **Post-Retirement Survivor Benefit** - Provides that upon death of a member after retirement, an allowance shall be continued to the surviving spouse;
3. **Post-Retirement Survivor Benefit to Continue After Remarriage** - Allows the survivor allowance to continue even though survivor of a retiree re- marries;
4. **Continuation of Death Benefits After Remarriage** - Provides that the Death Benefits being paid to a spouse of a member who died prior to retirement will be continued in full should the spouse remarry.
5. **The "2.7% at Age 55" Retirement Formula** - Calculation of retirement benefit;
6. **The 1959 Survivor Benefit at Level 4** - Higher level of benefits than the Basic or other levels of the benefit;
7. **Military Service Credit** - Credit of maximum of four years of service;
8. **Unused Sick Leave Credit** - Receive additional service credit at the rate of 0.004 years of each day of sick leave.

### **C. Retiree Medical Insurance**

The City's DMA retirees continue to be covered by the City's Public Employees' Medical & Hospital Care Act (PEMHCA) resolution. For those who retired prior to July 1, 2023, and who retired with twenty (20) or more years of City service and remain in a CalPERS medical plan or enroll in a CalPERS medical plan, and remain so retired, they shall continue to receive a medical insurance benefit not to exceed one hundred and fifty dollars (\$150) per month. For those employees who retire on or after July 1, 2023, and retire with twenty (20) or more years of City service and remain in a CalPERS medical plan or enroll in a CalPERS medical plan, and remain so retired, they shall receive a medical insurance benefit not to exceed three hundred dollars (\$300) per month. This section specifically makes no provision for any dependents of the retiree. The retired employee will continue to have the option to purchase medical insurance for him-/herself and his/her dependents, as currently provided at his/her own expense.

The City agrees to notify employees of the need to enroll or remain in a CalPERS medical benefit plan to receive this benefit at the time the employee submits the "Intent to Retire" packet.

## **SECTION 6 DEFERRED COMPENSATION**

The City currently offers several deferred compensation plans to employees and said plans offer a savings plan only. Enrollment in such plans is on an ongoing basis.

Effective the first full pay period after the City Council approves this MOU, the City shall match one hundred percent (100%) of employee contributions toward deferred compensation plans up to a maximum of twelve hundred dollars (\$1,200) per calendar year.

For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022, to on or before March 30, 2023, the City shall match employee contribution up to \$550 per month.

## **SECTION 7 RISK MANAGEMENT PROGRAM**

The City is concerned with safety, loss reduction, and increased productivity. To address these issues, the City will meet periodically with the Association to discuss plans that will focus on issues such as, the non-use of sick leave, safe driving record, and safety/loss recovery suggestion award program.

**SECTION 8      PHYSICAL FITNESS**

Each employee shall receive a membership at the South Gate Sports Center in the South Gate Park. The membership will be determined in the following manner:

- A. Employees shall receive a family membership (spouse and dependent children) that will be provided at no cost and includes access to the golf course and swimming pool. This membership includes free access to all Park facilities that are open to the public, but excludes City sponsored classes that require a fee.

**SECTION 9      LONG-TERM DISABILITY**

As of June 1, 2018, the City pays for the Long-Term Disability coverage through Reliance Standard, or whichever company the City may contract for similar services in the future.

**ARTICLE IV  
LEAVE POLICIES**

**SECTION 1 HOLIDAY LEAVE**

**A. Entitlement**

Employees who are on the payroll as of July 1st of each Fiscal Year, shall be credited with appropriate Holiday Leave per Section B. Employees in those Pay Plan Categories referred to above hired after the 1st of each Fiscal Year will be credited as the date of hire with ten (10) hours of holiday leave for each designated holiday remaining in the Fiscal Year. Entitled employees may be absent from work but nevertheless receive compensation at the employee's then current rate of pay on either (a) the holidays designated below; or (b) days otherwise scheduled in advance and agreed upon between the employee's supervisor and the employee. Entitled employees shall earn Holiday Leave in increments of ten (10) hours if the employee is working or on paid leave both as the holiday occurs during the calendar year, and at the commencement of the day following the designated holiday. Holiday Leave time used shall be deducted from the hours credited in increments according to the employee work schedule. Holiday hours may not be carried over to a succeeding year.

**B. Each fiscal year, the City shall observe the following named holidays:**

New Year's Day	New Year's Day January 1 <sup>st</sup>
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Cesar Chavez Day	Last Monday in March
Memorial Day	Last Monday of May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday of September
Thanksgiving Day	Fourth Thursday of November
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

Each fiscal year, all employees will get 130 hours of paid Holiday Leave. The City will observe the ten (10) days set forth above, plus thirty (30) additional hours each year. The thirty (30) additional hours will be applied to effectuate a full week of closure between Christmas and New Year's Day. In the event that less than thirty (30) hours is necessary to effectuate the full week of closure, the balance of the 30 hours will be observed as floating day(s). Any employee that works without regard to holidays (i.e., police communications, records, jailers, only) – holidays are observed on the actual day of the holiday, including the Closure days between Christmas and New Year's Day. Any employee that works with regard to holidays – holidays that fall on Friday or Saturday become floaters. Holidays that fall on Sunday are observed on Monday. If two-day holidays fall on Sunday/Monday, then holidays are observed Monday/Tuesday. At the beginning of each Fiscal Year, employees will be credited with the total hours of Holiday Leave for that fiscal year, and all Holiday

Leave must be utilized during the Fiscal Year. Holiday Leave used shall be deducted from the hours credited in increments of eight (8) or ten (10) hours for each day taken, according to the employee's work schedule. Employees who are scheduled to work on holidays will be paid their normal daily rate of pay for hours worked. The employee will have the option to: (1) take the holiday off at another date to be scheduled by the department head as work schedules permit, or (2) be paid for that holiday at his/her straight time rate of pay, in addition to the pay he/she received for working the Holiday.

All accrued unused holiday leave that was not used by the end of each fiscal year shall be cashed out at the employee's rate of pay and returned to zero so that, on July 1<sup>st</sup> of the new bank of one hundred thirty(130) hours is all that is carried forward. Any possible raise that was or is negotiated or implemented as part of any successor MOU shall not apply to the cash-out amount or pay rate used for the cash-out amount. City Holiday Leave is not intended to be carried over from one fiscal year to a succeeding fiscal year. Any unused Holiday Leave hours will automatically be cashed out at the end of the fiscal year at the employee's base pay rate.

## **SECTION 2 VACATION**

- A.** Each employee shall earn vacation in the following manner:
- One (1) to four (4) years of service: 80 hours annually
  - Five (5) to nine (9) years of service: 120 hours annually
  - Ten (10) or more years of service: 160 hours annually

For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022 to on or before March 30, 2023, he/she shall receive 120 hours per year at 4.62 hours per pay period until reaching ten (10) or more years of service with the City at which time he/she will be entitled to receive 160 hours per year.

Accrued but unused vacation may be carried over from year to year; however, the maximum allowable vacation accrual is three hundred and fifty (350) hours. If an employee's vacation accrual is at the maximum level, the employee will not accrue additional vacation until the employee's vacation accrual is below the maximum level.

- B.** By no later than December 15 of any calendar year, an employee wishing to convert a portion of their future accumulated vacation leave to cash at the hourly rate of base pay then existing, shall notify the Personnel Officer in writing on a form to be supplied by the City of his/her cash out request, including the amount to be cashed out and acknowledging that the request is irrevocable. In order to be eligible to convert a portion of accumulated vacation leave to cash, an employee must maintain one hundred (100) hours of vacation leave within the employee's account balance after any distribution has been made. Said employee shall be entitled to request a cash distribution up to forth (40) hours and shall be paid the first payroll period in the following May.

**SECTION 3 SICK LEAVE**

**A. Entitlement**

Employees shall earn one hundred twenty (120) hours of sick leave per year prorated by pay period.

**B. Sick Leave Program**

1. Sick leave accrual shall remain unlimited.
2. **Illness or Injury Leave Notification and Verification Procedure:** In the event of an absence due to illness or injury, employees must notify their Department Head (or the Department Head's designee), prior to or at the beginning of their shift starting time. Employees who are incapacitated and cannot notify their Department Head, must notify their Department Head at the earliest possible time and may have a spouse or other person contact their Department Head within the time limit specified above.
3. Employees who become ill or injured while working on the job must request approval of their Department Head to leave work. Those employees injured on the job must file a "First Report of Injury" form and receive authorization for medical treatment from their Department Head.

The notification to the Department Head must include a reason for the absence that is in accordance with current law and an estimated return date. This information will be logged by the department for future reference.

4. Failure to notify the Department Head, as stated in Section (3)(B)(1), will result in the forfeiture of the sick leave for the period of absence and may result in disciplinary action.
5. All absences not due to illness or injury must be requested as noted in the appropriate leave sections.
6. **Verification -** In the event that employees have, in his/her Department Head's sole opinion, an absenteeism problem, an excessive use of sick leave, or have a suspicious absence or group of absences, the Department Head may attempt to verify the absence or proper use of sick leave by any of the following:
  - a. Telephoning the employee at home (or appropriate location).
  - b. Visiting employee at home.
  - c. A sub-rosa investigation.
  - d. A medical evaluation at the City's expense, or
  - e. A medical evaluation at the employee's expense (A licensed physician must complete the medical evaluation that must include the reason for the absence and permission to return to work.

7. Where an excessive absenteeism pattern has been established without clear justification for said leave, a Department Head may schedule a counseling session to determine the reasons or justification for the excessive use. The Personnel Officer shall conduct the counseling session and other attendees of the session shall include the employee, a representative chosen by the employee, if any, and the department representatives. This session shall be documented by a written summary of the abuse problems and discussion. The Personnel Officer shall issue the summary and a copy distributed to attendees of the session and to the affected employee's Personnel file. The purpose of the counseling session is to improve the employee's attendance and/or warn the employee about the consequences of continued abuse. If there is a specific abuse that warrants discipline, or if the above counseling session does not correct abuses, then action will be taken to correct the abuse problem through the discipline process.
8. For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022, to on or before March 30, 2023, up to 24 hours of Personal Emergency Leave may be taken in any fiscal year. Such hours shall be taken out of the employee's sick leave bank.

**C. Sick Leave Advances**

The City will not provide advances in sick leave when an employee has depleted his/her sick leave balances.

**D. Sick Leave Payoff**

Sick leave accrual shall remain unlimited. An Employee hired on or before December 31, 1992, shall be eligible to cash out all accrued sick leave at the hourly rate, as defined below, of FLSA hourly pay of the Employee then existing on the date of his/her retirement from employment. For employees hired on or after January 1, 1993, and on or before June 30, 2022, the sick leave "payoff" shall be limited to 600 hours at the hourly rate, as defined below, of FLSA hourly pay of the Employee then existing on the date of his/her retirement from employment. Employees hired on or after July 1, 2022, shall not be entitled to sick leave cash-out option upon separation. Sick leave will remain available for conversion upon retirement to CalPERS service credit as then allowed by the City's CalPERS contract. Employees whose separation is for any reason other than retirement, termination without cause, or lay off, shall not be entitled to any sick leave cash out.

In order for an employee to qualify for this Sick Leave Payoff provision, the employee must have at least 15 years of continuous service to the City of South Gate and retire from both the City and from CalPERS.

The calculation of the hourly rate a retired employee shall receive under this payoff provision shall be as follows:

15 - 19 years of service - 50% of hourly rate base rate.

20 - 24 years of service - 75% of hourly rate base rate.

25 years or more of service - 100% of hourly rate base rate.

#### **SECTION 4 PAY FOR JURY DUTY**

A. All employees who are called for Jury Duty shall be entitled to a maximum of ten (10) days at full salary. Employees are obligated to inform the Judge that City policy is to only pay ten (10) days of service. Should an employee, through no fault of his/her own, be required to serve beyond ten (10) days, the employee will receive full salary for Jury Duty service up to an additional twenty (20) days. Exceptions may be made to this policy by the City Manager in very unusual circumstances.

#### **B. Attendance**

A record of attendance from the Court is required and shall be turned in weekly for payroll purposes. Such record is available from the Court Administrator's office. Employee on shifts other than the normal shift shall have off the equivalent time to actual jury service plus reasonable travel time to and from their places of residence; likewise, employees on the regular work shift, who serve on night court juries will have off the actual time of service plus reasonable travel time to and from their places of residence. Employees who serve on jury duty for partial days are expected to report to work if they are released from jury duty within a reasonable amount of time to report back to work (e.g. an employee on day shift serving on South Gate Court duty would be expected to return to work if excused prior to or at 4:00 p.m. However, an employee serving on jury duty for example, in downtown Los Angeles excused at 4:00 p.m. would not be expected to return to work that day). If the option for call-in service is available and workable (the court is within thirty (30) minutes travel time of South Gate), an employee should request call-in status.

#### **SECTION 5 LEAVE WITHOUT PAY**

A leave of absence without pay, up to ninety (90) calendar days in any calendar year, may be granted upon the approval of the Department Head and the Personnel Officer. Leaves of absence in excess of ninety (90) calendar days must be approved by the Personnel Officer, provided, however, that for leaves of absence other than for illness or injury during any three (3) calendar year period shall not exceed one hundred eighty (180) calendar days. In the case of a bona fide illness or injury, a medical leave may be granted up to a maximum of one (1) year upon the approval of the Department Head and the Personnel Officer. In the event that an employee has no eligible leave to cover an absence from work, authorized or unauthorized, the Department Head and the Personnel Officer

may approve the short term leave with due consideration of the employee's work record (with possible counseling or discipline considerations). All applications for leaves of absence without pay shall be submitted to the Personnel Officer on a Personnel Transaction Form. The City shall have sole discretion whether or not to grant a leave of absence without pay and the City's decision is not subject to grievance and/or appeal.

**A. Catastrophic Illness/Injury**

If an employee is diagnosed by a qualified Doctor of Medicine to have a catastrophic illness (in a state of total disability from cancer, heart attack, AIDS, etc.) or has a catastrophic injury (an injury that totally disables an employee for an extended period of time), the employee may be entitled to extended health benefit coverage (Medical, Dental, & Life ins.) provided by the City (in the same fashion normally provided to the employee). This benefit requires the approval of the Department Head and Personnel Officer, and is applicable when the employee's leave benefits are exhausted, under the following formula:

<u>Years of Full-Time City Employment</u>	<u>Months of Continued Coverage</u>
After (2) years	3 months
After 4) years	6 months
After (7) years	9 months
After (10) years	12 months

**SECTION 6 MATERNITY LEAVE**

The application of the maternity leave policy is subject to applicable State and Federal laws. The employee may use accrued paid or unpaid leave as appropriate.

**SECTION 7 FAMILY MEDICAL LEAVE ACT**

Pursuant to State & Federal law, the City will provide family and medical care leave to eligible employees. The following provisions set forth employees' rights and obligations with respect to sick leave. Rights and obligations that are not specifically set forth below are set in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Unless otherwise provided by this section, "Leave" under this provision shall mean leave pursuant to the FMLA and CFRA.

- A. Amount of Leave - Eligible employees are entitled to a total of 480 hours of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement. The 12-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the City will look back over the previous 12-month period to determine how much leave has been used in determining how much leave a member is entitled to.

- B. Use of Accrued Leaves While on Leave - If a member requests leave for any reasons permitted under the law, that person must exhaust all accrued leaves in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave.

**SECTION 8      BEREAVEMENT**

The term "immediate family" is defined as the spouse, children, brother, sister, parent, parent-in-law, grandparent, or grandchild of the employee. For all DMA members except for the Risk Manager and/or the Housing Manager hired on or after October 1, 2022 to on or before March 30, 2023:

**A.    Within the State**

The employee shall receive thirty (30) hours leave, not chargeable to any other leave, when employee travels within the state due to the death of an immediate family member. Employees who travel within the state may take an additional forty (40) hours of leave chargeable to sick leave.

**B.    Out of State**

The employee shall receive forty (40) hours leave, not chargeable to any other leave, when employee travels out of state due to the death of an immediate family member. Employees whose bereavement requires travel out of state may take an additional thirty (30) hours leave chargeable to sick leave.

For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022 to on or before March 30, 2023, he/she is entitled to 40 hours of bereavement leave and up to 48 hours if the interment service is over 300 miles away.

**SECTION 9      JOB RELATED INJURY OR ILLNESS**

In the event of an absence due to a job related injury or illness, any employee who is entitled to disability payments under Workers' Compensation laws shall receive from the City the difference between such disability payments and his/her full salary for the period of absence up to a maximum of four hundred eighty (480) hours for any one injury or illness. This period of four hundred eighty (480) hours shall not be deducted from accumulated sick leave. However, any relapse at a later date shall not be compensable under this provision, although the same may be chargeable against accumulated, unused sick leave, if any.

## **SECTION 10    MILITARY LEAVE**

Military leave is restricted to normally required active duty and does not apply to such matters as weekend drills, etc. Leaves of absence for active military training, service, or other active duty obligations shall be granted in accordance with California and Federal law. Applicable laws shall govern compensation, reemployment, seniority and other rights and privileges. In order to verify the right to such leave, the employee shall cause a copy of his/her orders to and from military duty to be filed with the City's Personnel Officer. Military Leave is recorded on the employee's time sheet and approved by the Department Head. Employees are entitled to receive a maximum of eighty (80) hours of paid leave per fiscal year for annual military training. Employees are entitled to receive up to an additional thirty (30) days (300 hours) of paid military leave if they are called to active duty (other than annual training) in the National Guard or one of the branches of the U.S. Military.

## **SECTION 11    ADMINISTRATIVE LEAVE**

- A.** Employees will be provided Administrative Leave of eighty (80) hours per year. Employees may carry over unused Administrative Leave to the following fiscal year, but at no time shall an employee maintain a balance of Administrative Leave greater than eighty (80) hours. No administrative leave shall accrue beyond the established eighty (80) limited until the leave balance falls below that limit.
  
- B.** By no later than December 15 of any calendar year, an employee wishing to convert a portion of his/her future accumulated leave to cash out at the hourly rate of base pay then existing, shall notify the Personnel Office in writing on a form to be supplied by the City of his/her cash out request, including the amount to be cashed out and acknowledging that the request is irrevocable. Said employee shall be entitled to request a cash distribution of up to eighty (80) hours and shall be paid the first payroll period the following May.
  
- C.** For the Risk Manager and/or the Housing Manager hired on or after October 1, 2022, to on or before March 30, 2023, the amount of leave that may be accumulated at any one time is increased to one hundred (100) hours. However, upon reaching such maximum accumulation, the employee shall cease earning additional administrative leave hours or may choose to cash out up to 80 hours upon his/her anniversary date.

**ARTICLE V**  
**DISCIPLINE & PROBLEM RESOLUTION**

**SECTION 1 DISCIPLINE PROCEDURE**

**A. Causes for Discipline**

The following are examples of conduct, which shall constitute cause for disciplinary action up to, and including discharge of an employee or any candidate whose name appears on any eligibility list:

1. Willfully or corruptly making any false statements, certificates, marks, ratings, reports, failing to disclose material facts or in any manner committing or attempting any fraud.
2. Incompetence.
3. Inefficiency.
4. Neglect of duty.
5. Insubordination.
6. Dishonesty.
7. Violation of City's Drug Free Work Place Policy.
8. Intemperance.
9. Absence without authorized leave.
10. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this Section.
11. Immorality.
12. Discourteous treatment of the public or other employees, including sexual harassment.
13. Improper political activity.
14. Willful disobedience.
15. Misuse of property owned by, leased to, or under the charge of the City.
16. Violation of any of the prohibitions set forth in Government Code Sections 1090 et seq. and Section 1126. (Related to conflict of interest activities).
17. Refusal to take and subscribe any oath or affirmation that is required by law in connection with employment.
18. Any other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City, its officers or employees.
19. Injury to persons.
20. Waste of material.
21. Advocating violent overthrow of government. (Government Code Section 1028)  
"It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his/her membership he/she advocates overthrow of the Government of the United States or of any state by force or violence."
22. Any unauthorized use of City uniforms.
23. Any violation of City or departmental policies and rules.
24. Violation of City's Discrimination/Harassment Policy.

## **B. Disciplinary Action**

The Personnel Officer or appropriate appointing authority may take disciplinary action against an employee for one or more of the causes for discipline specified herein above in 1.A. The term "disciplinary action," shall be limited in meaning to any of the following:

### **1. Demotion, Discharge, or Reduction in Salary**

Such disciplinary action may take the form of discharge, reduction in salary, or demotion where there is a vacancy in the same classification series at a lower level within the department.

### **2. Suspension**

An appointing authority may suspend an employee for one or more of the causes for discipline specified in these rules for a period of up to thirty (30) days.

### **3. Reprimand and Warnings**

A written reprimand or written warning is part of the disciplinary process when an action or series of actions by an employee does not warrant discipline as noted in sections B.1 and B.2, however does warrant written notification for corrective purposes. A Supervisor (or appropriate management personnel) may issue a written reprimand or written warning to an employee for one or more of the causes for discipline specified in these rules. Written reprimands and/or written warnings are not subject to any appeal or grievance.

## **SECTION 2**

## **PROBLEM RESOLUTION**

### **A. General Policy**

It is the policy of the City to encourage employees to resolve work-related problems at the earliest possible opportunity; and for management employees to assist employees in the timely solution of problems whenever possible. For almost any work-related problem, employees are urged to talk with their immediate supervisor first to try to resolve the problem before taking further action. This section is for the purpose of specifying procedures for solving problems, providing guidelines for disciplinary and dismissal actions and detailing methods by which employees may appeal actions that they believe are unjust or unwarranted.

### **B. Non-Disciplinary Problems**

**1. Compensation Problems** - Employees who have any problems with their pay or benefits, should report it to their departmental office immediately upon discovery. A problem regarding a paycheck should be reported no later than ten (10) calendar days after receipt of the paycheck. If the action requires Personnel Office adjustments, the department representative will contact the Personnel Office to resolve the problem.

**2. Workers' Compensation Problems** - Employees who feel they are not receiving the workers' compensation benefits for which they qualify, should contact the Personnel Department, which will contact the City's workers' compensation administrator. Many questions can be cleared up with a telephone call.

3. Insurance, Benefits or Retirement Problems - Employees who have a problem regarding any of the City's insurance or benefits or want information regarding retirement, should contact the Personnel Office.
4. Other Non-Disciplinary Work Related Problems - Any problem not otherwise covered in this section that an employee is unable to resolve through informal means may be submitted for resolution through the grievance procedure.
5. Interpretation of Memorandum of Understanding Provisions Employees who have a problem that relates to a provision in or an interpretation of this Memorandum of Understanding, should contact the Association. If the problem is not resolved through informal discussions, the Association may file a grievance.

**C. General Definitions**

1. Working Days - The "working day" shall be considered for administrative convenience to be Monday through Thursday, from 7:00 a.m. to 6:00 p.m., excluding Holidays.
2. Time Limits - The failure to submit an appeal within the time limits specified in the various steps provided above shall result in the settlement of the discipline appeal in accordance with the last answer or response given that shall be final and binding.
3. Procedural Extensions - The procedural times set forth herein are absolutely binding upon both parties and will not be considered waived, unless said waiver is in writing and agreed to by both parties.

**SECTION 3 GRIEVANCE PROCEDURE**

**A. Scope**

This Grievance Procedure shall be the exclusive means for resolving all grievances as that term is defined hereinabove except that the following disputes shall not be subject to the provisions thereof:

1. Any dispute arising out of or in connection with meeting and conferring pursuant to Resolution No. 3674.
2. Any dispute arising in or from, or involving a strike, work stoppage or cessation of work in any form by employees of the City.

**B. Procedure**

**STEP 1**

A grievance may be initiated in this Step by an employee or group of employees by presenting the grievance orally to the immediate supervisor of the employee or employees involved. The grievance must be submitted to said supervisor within fifteen (15) working days following the occurrence of the event upon which the grievance is based. The supervisor will give an oral answer to the employee or employees involved within no more than fifteen (15) working days after the grievance was orally presented.

## **STEP 2**

If the grievance remains unresolved after Step 1, the grievance may be moved to Step 2 by submitting the same to the Department Head. The grievance shall be submitted in writing on a form supplied by the City. The grievance must be submitted in Step 2 no later than five (5) working days after the answer in Step 1 has been received or the time for such answer has expired. Within no more than five (5) working days after receipt of grievance, a meeting will be held with the Department Head and the employee or employees involved. A representative of the employee or employees may be present if requested. Grievances submitted in Step 2 shall be answered in writing within five (5) working days of said meeting.

## **STEP 3**

1. If the grievance remains unresolved after Step 2, the grievance shall be moved immediately by the Department Head or the employee or employees involved to Step 3 by submitting a copy of the written form provided in Step 2 to the Personnel Officer.
2. Within no more than five (5) working days after receipt of the written grievance, a meeting shall be scheduled between the Personnel Officer and the employee or employees involved. A representative of the employee or employees may be present if requested.
3. Grievances involving a dispute between the City and the Association may be initiated in this Step by either party in said written form within five (5) working days of the occurrence of the event giving rise to the grievance. In that event, a meeting shall be scheduled within five (5) working days of receipt of said written grievance between no more than two (2) designated representatives of the City and two (2) of the Association. In addition, the employee or employees involved, if any, the Department Head shall be entitled to be present at the meeting.
4. Grievances submitted in Step 3 shall be answered by the Personnel Officer in writing within five (5) working days of said meeting(s).

## **STEP 4**

If the dispute remains unresolved after Step 3, the aggrieved party can request final binding Arbitration under the rules of the American Arbitration Association. Each party will pay their own legal costs. The City and the employee will share the costs of the American Arbitration Association equally.

### **C. General Definitions**

1. Employee Representative - The employee "representative" referred to in Steps 2 and 3 above may be an employee of the City.
2. Grievance Defined - Grievance means any dispute or difference between the City and any employee or group of employees, concerning the interpretation or application of any written City ordinance, resolution, rule, policy, practice or procedure governing the wages, hours and working conditions of City employees. The term "grievance" also includes any dispute or difference between the City and the Association concerning the interpretation or application of any existing memorandum of understanding between the City and the Association.

3. **Procedural Extensions** - The procedural times set forth herein are absolutely binding upon both parties and will not be considered waived, unless said waiver is in writing and agreed to by both parties.
4. **Time Limits** - The failure to submit a grievance within the time limits specified in the various steps provided above shall result in the settlement of the grievance in accordance with the last answer or response given which shall be final and binding.
5. **Working Days** - The "working day" shall be considered for administrative convenience to be Monday through Thursday, from 7:00 a.m. to 6:00 p.m., excluding Holidays.

**ARTICLE VI  
IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

**SECTION 1 WAGE RIGHTS**

- A. The Association promises and warrants, that upon acceptance of the aforementioned recommendations of the City's Representative's Designee by the City Council, its members will provide service to the City upon the terms and conditions herein stated.
- B. Subject to the provisions of this Agreement, the parties hereto do hereby agree and acknowledge that the City shall retain all its usual rights and responsibilities including, but not limited to, those set forth in Section 5 of said Resolution No. 4508.
- C. It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable Federal or State wage and salary control laws and regulations as well as all other applicable Federal and State laws and regulations. If any part of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Memorandum of Understanding shall remain in full force and effect.

**SECTION 2 REOPENERS**

The parties do specifically agree to reopen the meet and confer process during the term of this MOU, but no sooner than June 1, 2024, only with regards to the following issues. These reopeners are not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on these reopeners. The City reserves the right to introduce changes to any other part of the MOU in an effort to come to an agreement on the below stated topic(s) to reopen the meet and confer process.

1. Annual Sick Leave Redemption Program

**Memorandum of Understanding between the City of South Gate and  
the South Gate Division Management Association**

~Signature page~

The City and the Association acknowledge that this Agreement is entered into the \_\_\_\_\_ day of \_\_\_\_\_ 2024, and is subject to it being executed by authorized representatives.

**CITY OF SOUTH GATE:**

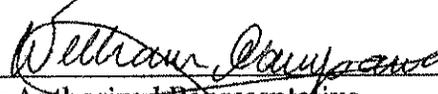
\_\_\_\_\_  
Gil Hurtado, Mayor

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

**SOUTH GATE DIVISION  
MANAGEMENT ASSOCIATION:**

By:   
Its Duly Authorized Representative

Date: 5/2/24

By:   
Its Duly Authorized Representative

Date: 5-6-24

**ATTEST:**

\_\_\_\_\_  
Yodit Glaze, City Clerk

(SEAL)

**APPROVED AS TO FORM:**

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

CITY MANAGER'S OFFICE

MAY 08 2024

8:37av

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 14, 2024

Originating Department: Public Works

Department Director:

*[Signature]*  
Arturo Cervantes

City Manager:

*[Signature]* For Rob Houston  
Rob Houston

**SUBJECT: AGREEMENT WITH WILLDAN ENGINEERING FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE AUTOMATIC METER READING UPGRADE, PHASE 3, CITY PROJECT NO. 649-WTR**

**PURPOSE:** To approve a professional services agreement with Willdan Engineering (“Willdan”) to perform construction management and inspection services for the Automatic Meter Reading Upgrade, Phase 3, City Project No. 649-WTR (“AMR Project”) which is now in the construction phase.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving an Agreement with Willdan Engineering to perform construction management and inspection services on the Automatic Meter Reading Upgrade, Phase 3, City Project No. 649-WTR, in an amount not-to-exceed \$131,716;
- b. Authorizing the City Manager to approve and execute amendments to the Agreement up to a cumulative amount of \$50,000; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no impact to the General Fund. The proposed Agreement is in the amount of \$131,716, which will be funded with Water Funds budgeted in the Fiscal Year 2023/24 Capital Improvement Program.

**ANALYSIS:** On January 23, 2024, the City Council awarded a construction contract for the construction of the AMR Project. Construction is scheduled to start in June 2024 and be completed in five (5) months. Construction requires over 1,000 hours of effort to manage and inspect. The Department of Public Works, Engineering Division does not have the staffing resources to undertake such an effort. Therefore, a construction management and inspection services consultant is recommended to manage construction. Staff issued a Request for Proposal (“RFP”) to procure a contract competitively. The selection committee selected Willdan as the highest ranked consultant and is being recommended for the contract.

**BACKGROUND:** The City’s water system provides drinking water service to approximately 90 percent of the properties in the City. The water system is equipped with over 14,200 water meters which serve to record water consumption to prepare water bills for customers. The City is in the process of upgrading the water meters in phases to automate meter reading instead of

having them read manually. The AMR Project is the 3<sup>rd</sup> phase of this effort. To date, a total of 2,020 automatic meters have been installed for residential properties, and an additional 410 for commercial and multi-family properties. Phase 3 will replace an additional 1,725 meters serving residential customers in the northwest area of the City.

On December 21, 2023, an RFP was issued to four (4) qualified consultants and three (3) proposals were received as summarized below.

<b>Consultant</b>	<b>Fee Proposal</b>
Willdan	\$131,716
KOA	\$142,485
TYLin	\$164,640

A selection committee consisting of the City’s Assistant Civil Engineer and Principal Civil Engineer – Water Resources Section Manager, evaluated the proposals. All three (3) consultants met the qualifications criteria which included construction manager, inspector experience, and labor compliance. The committee interviewed all consultants. Willdan received the highest ranking and is recommended for the contract. Willdan provides the following benefits to the project:

- **Competitive Fees** – The fee proposal is \$131,716 and is a competitive amount given the first RFP received the lowest fee proposal of \$250,292. The RFP was reissued due to the high quotes.
- **Experienced Construction Manager** – The Construction Manager has over 20 years of experience.
- **Qualified Staff** – Willdan offers a qualified team with experience, knowledge, and professionalism for the AMR Project. Willdan has licensed engineers, construction and program managers, inspectors, office engineers, technicians, and administrative support to manage the AMR Project.
- **Qualified Team** – Willdan’s in-house team will provide special inspections, if necessary, testing and labor compliance. The inspector and the alternate inspector have over 30 years of experience in the water industry, which provides a unique ability to ensure the AMR Project is constructed in accordance with the plans and specifications.
- **Similar Projects** – Willdan’s core specialties are construction management and inspection of Public Works projects. Willdan has completed numerous projects of similar scope. Similar projects have been successfully completed in the cities of Downey and Long Beach.

The scope of services in the proposed Agreement consists of construction management, construction inspection, labor compliance, and compliance with local and state requirements.

- ATTACHMENTS:** A. Proposed Agreement (including Exhibit A)  
 B. Location Map

DD:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES FOR THE  
AUTOMATIC WATER METER (AMR) UPGRADE – PHASE 3, CITY  
PROJECT NO. 649-WTR BETWEEN THE CITY OF SOUTH GATE AND  
WILLDAN ENGINEERING**

This Agreement for Professional Services for Construction Management and Inspection Services (“Agreement”) is made and entered into on May 14, 2024, by and between the City of South Gate, a municipal corporation (“City”), and Willdan Engineering (Willdan), a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, City desires to retain a qualified provider for certain services relating to Construction Management and Inspection Services for the Automatic Water Meter (“AMR”) Upgrade Phase 3, City Project No. 649-WTR;

**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, THEREFOR**, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit “A” attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Thirty-One Thousand Seven Hundred Sixteen Dollars (\$131,716)** 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 Assistant City Manager/Director of Public Works or his/her designee.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant’s office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

- 2.2** Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.
- 2.3** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
- 3. TERM OF AGREEMENT.** This Agreement is effective as of March 26, 2024 and will remain in effect for a period of one (1) year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
- 4. CITY AGENT.** The Assistant City Manager/Director of Public Works ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for 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, P.E.  
Assistant City Manager/Director of PW  
Public Works Department  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [acervatnes@sogate.org](mailto:acervatnes@sogate.org)  
Telephone No.: (323) 563-9567

**WITH COURTESY COPY TO:**

City of South Gate  
Yodit Glaze  
City Clerk  
City Clerk's Office  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [yglaze@sogate.org](mailto:yglaze@sogate.org)  
Telephone No. (323) 563-9511

**TO CONSULTANT:**

Willdan Engineering.  
Chris Baca  
Director of Construction Management and Inspection Services  
13191 Crossroads Parkway North, Suite 405  
Industry, CA 91746  
E-mail: [cbaca@willdan.com](mailto:cbaca@willdan.com)

**6.22 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

**6.23 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

**6.24 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

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

**8. EFFECTIVE DATE.** The effective date of this Agreement is March 26, 2024, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Gil Hurtado, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

**WILLDAN ENGINEERING:**

By: \_\_\_\_\_  
Chris Baca, Director of Construction  
Management and Inspection Services

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

EXHIBIT A



March 29, 2024

Derwin Dy, Principal Civil Engineer  
City of South Gate  
8650 California Avenue  
South Gate, CA 90280

**Subject:** *Construction Management and Inspection Services for The Automatic Meter Reading (AMR) Upgrade Phase 3, City Project No. 649-WTR*

Willdan Engineering is pleased to submit our fee proposal as outlined and presented in our technical proposal. If you have any questions, please contact me by phone (562) 364-8198, cell (310) 502-6335 or by e-mail at cbaca@willdan.com.

Respectfully submitted,  
**WILLDAN ENGINEERING**

A handwritten signature in cursive script that reads 'Chris Baca'.

Chris Baca, RCI, CESSWI  
*Director of Construction Management and Inspection Services*

910005/WW.00.40/P24-096\_26202

**City of South Gate**  
**FEE PROPOSAL**  
**FOR**  
**THE AUTOMATIC METER READING (AMR) UPGRADE-PHASE 3, CITY PROJECT NO. 649-WTR**  
**3/29/2024**

TASK / CLASSIFICATION	Construction Manager	Public Works Inspector	Labor Compliance (Optional)	Total Hours	TOTAL COST	Optional Fee
<b>HOURLY RATE</b>	<b>\$191.00</b>	<b>\$151.00</b>	<b>\$139.00</b>	<b>NTE</b>		
PRECONSTRUCTION SERVICES	24	8	4	36	\$5,792	\$6,348
CONSTRUCTION MANAGEMENT	160		56	216	\$30,560.00	\$38,344.00
CONSTRUCTION OBSERVATION		580		580	\$87,580.00	\$87,580.00
PROJECT CLOSE-OUT	24	8		32	\$5,792.00	\$5,792.00
<b>TOTALS</b>	<b>208</b>	<b>596</b>	<b>60</b>	<b>864</b>	<b>\$123,932.00</b>	<b>\$131,716.00</b>

<sup>1</sup> Willdan's fee is based on the anticipated 70 working day construction contract and 10 assumed non-working days due to weather. Additional services needed beyond this duration will be provided on a time-and-material basis at Willdan's standard hourly rates.

<sup>2</sup> Inspector hours are estimated and will be dependent upon the Contractor's final phasing and scheduling implementation.

<sup>3</sup> Overtime inspection services are not included, but will be billed at 1.5 times normal hourly rate if required and may require adjustment to the approved budget. Work performed by support staff with titles not explicitly listed herein will be charged in accordance with Willdan's current 2023-2024 standard hourly rates.





MAY 08 2024  
11:30 A.M.

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 14, 2024

Originating Department: Police

Department Director:

*Darren Arakawa*  
Darren Arakawa

City Manager:

*Rob Houston*  
Rob Houston

FOR ROB HOUSTON

**SUBJECT: AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC., FOR CROSSING GUARD SERVICES**

**PURPOSE:** To enter into an agreement with All City Management Services, Inc. ("ACMS"), for Crossing Guard Services to continue to provide for the safety of students, parents, and staff as they walk to and from school, and to ensure that designated intersections are controlled and monitored during peak periods of pedestrian presence.

**RECOMMENDED ACTION:** The City Council will consider:

- a. Approving an Agreement with All City Management Services, Inc., for crossing guard services for a one (1) year term effective July 1, 2024 - June 30, 2025; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** ACMS has increased rates commensurate with the cost of living and rising operational costs. These price increases are reflected in an increase of \$29.21 per hour in FY 2023-2024 to \$33.94 per hour in FY 2024-2025. Funds in the amount of \$616,214.16 were initially budgeted from the Crossing Guard Program for crossing guard services during the FY 2023-2024 budget process; however, the total annual projected cost for services for the proposed Agreement is \$712,333.00, an increase of \$96,118. Reflected in the increased cost is the addition of two crossing guard locations for Willow Elementary and the hourly rate increase.

**BACKGROUND:** Since August of 1994, the City has contracted with All City Management Services, Inc., to provide crossing guard services throughout the City. The decision to contract this operation was based on cost savings and increased operational services. The responsibility of adequately staffing school crossing locations, if a crossing guard was unable to fill his/her shift, was that of the Police Department and a sworn police officer would often be pulled off the streets to provide coverage. The use of this third-party service transfers the staffing responsibility and the department has been very satisfied with the services provided by ACMS.

Although the South Gate Police Department has been satisfied with the service provided by ACMS, the opportunity to evaluate similar services and pricing from another contractor was recently explored. Staff conducted research and found that ACMS is essentially the only vendor

in the area that can provide services on the scale required by the City of South Gate. ACMS has provided the City with outstanding service for over 20 years, as well as being immensely responsive to the City's needs and requests.

**ATTACHMENTS:** A. Proposed Agreement  
B. Client Worksheet FY 2024/25

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CROSSING  
GUARD SERVICES BETWEEN THE CITY OF SOUTH GATE AND ALL  
CITY MANAGEMENT SERVICES, INC.**

This Agreement for Professional Services for Crossing Guard Services (“Agreement”) is made and entered into on March 28, 2024, by and between the City of South Gate, a municipal corporation (“City”), and All City Management Services, Inc., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, City desires to retain a qualified provider for certain services relating to crossing guard services; 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. In the event of a conflict between Exhibit “A” and this Agreement, the terms of this Agreement shall prevail.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Seven Hundred Twelve Thousand, Three Hundred and Thirty-three Dollars (\$712,333.00)** 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 Chief of Police 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 **July 1, 2024**, and will remain in effect for a period of one-year, through and including **June 30, 2025**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

**4. CITY AGENT.** The Chief of Police (“Director”), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

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

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

**6. GENERAL TERMS AND CONDITIONS.**

**6.1 Termination for Convenience.** City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

**6.2 Termination for Cause.**

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

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

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

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

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

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

**6.4 Non-Discrimination.**

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

employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

- a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon

thirty (30) days prior written notice to City of such cancellation or material change."

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

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

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

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

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

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

**6.8.3** Business License Required. According to Title 2.08.40 of the South Gate

Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

**6.9 Consultant's Personnel.**

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

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

**6.11 Legal Construction.**

- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.
- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- 6.11.3.** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 6.11.4.** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.12 Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.
- 6.13 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.
- 6.14 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.
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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  
Darren Arakawa, Chief of Police  
8620 California Avenue  
South Gate, CA 90280  
Email: [darakawa@sogate.org](mailto:darakawa@sogate.org)  
TEL: (323) 563-5408

**WITH COURTESY COPY TO:**  
City Clerk's Office  
Yodit Glaze, City Clerk  
8650 California Avenue  
South Gate, CA 90280  
Email: [yglaze@sogate.org](mailto:yglaze@sogate.org)  
TEL: (323) 563-9510

**TO CONSULTANT:**

Demetra Farwell  
Corporate Secretary  
All City Management Services, Inc.  
10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, CA, 90670  
[demetra@thecrossingguardcompany.com](mailto:demetra@thecrossingguardcompany.com)  
(424) 298-9307

**6.22 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

**6.23 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.

**6.24 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.

- 7. CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT.** In accordance with California SB1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure must be filed of political contributions totaling more than two hundred fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision is made to award an agreement. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Agreement.
- 8. EFFECTIVE DATE.** The effective date of this Agreement is July 1, 2024, and will remain in effect through and including **June 30, 2025**, whichever occurs first, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Gil Hurtado, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

**ALL CITY MANAGEMENT SERVICES, INC.**

By: \_\_\_\_\_  
Demetra Farwell, Corporate Secretary

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



# EXHIBIT A

## AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated March 28, 2024 and is between the CITY OF SOUTH GATE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than July 1, 2024 and ends on June 30, 2025 and for such term thereafter as the parties may agree upon by written amendment to this contract. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
  - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
11. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
12. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
13. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-three Dollars and Ninety-four Cents (**\$33.94**) per hour, per Crossing Guard during the term. Based on a minimum of thirty-seven (37) and based upon a projected (20,988) hours of service the

cost shall not exceed Seven Hundred Twelve Thousand, Three Hundred and Thirty-three Dollars (\$712,333.00) per year.

14. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
15. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
16. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
17. This Agreement constitutes the complete and exclusive statement of the agreement among the parties subject to the terms of the Professional Services Agreement with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.



## ALL CITY MANAGEMENT SERVICES

February 6, 2024

James Chavez  
City of South Gate  
8620 California Ave  
South Gate, CA 90280

Dear James,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2024-2025 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our post-COVID workforce continues to transform from a traditionally older workforce to a younger workforce. The expectations of this younger workforce continues to require higher wages and in some cases more hours to sustain themselves. Consequently, our employee turnover rate continues to increase dramatically impacting our advertising, recruitment and training costs.

Additionally, effective in April of this year Governor Newsom signed into law AB1228. This law increases the minimum wage for all Fast-Food employees in California to \$20.00 per hour. We anticipate this will have a direct impact on our workforce. We will need to offer competitive wages in light of AB1228 to retain and effectively recruit employees.

For these reasons, as well as cost increases in some segments of our business, we must appeal for an increase in our hourly billing wage for the upcoming 2024-2025 fiscal year. To facilitate the calculation of the 2024-2025 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact Claudia Than at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,  
General Manager

10440 Pioneer Blvd Suite 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325

# All City Management Services Inc.

## Client Worksheet 2024 - 2025

Department: 1001501

Billing Rate for 2024 - 2025: \$ 33.94

City of South Gate  
8620 California Ave  
South Gate, CA 90280

**KEY:**

**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

	99		180		\$33.94	=	\$604,810.80
33 Sites at 3.00 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
	8.5		144		\$33.94	=	\$41,542.56
2 Sites at 4.25 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
	9.5		36		\$33.94	=	\$11,607.48
4.75 hrs early release	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
	8.5		144		\$33.94	=	\$41,542.56
2 Sites at 4.25 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
	10.5		36		\$33.94	=	\$12,829.32
5.25 hrs early release	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

**TOTAL PROJECTED HOURS**

**20,988.00**

**TOTAL ANNUAL PROJECTED COST**

**\$712,332.72**

MAY 08 2024

11:20 AM

# City of South Gate

CITY COUNCIL

## AGENDA BILL

For the Regular Meeting of: May 14, 2024

Originating Department: Police

Department Director:

*Darren Arakawa*  
Darren Arakawa

City Manager

*Rob Houston*  
Rob Houston

FOR ROB HOUSTON

**SUBJECT: LEASE AGREEMENT WITH LEASE SERVICING CENTER, INC., DBA NCL GOVERNMENT CAPITAL FOR TWO VEHICLES FOR THE POLICE DEPARTMENT DETECTIVE BUREAU**

**PURPOSE:** To receive approval for a Lease Agreement with Lease Servicing Center, Inc., dba NCL Government Capital for two (2) 2024 Chevrolet Blazer vehicles to replace aging police detective vehicles.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving a 5-year Lease Agreement with Lease Servicing Center, Inc., dba NCL Government Capital ("NCL") for the lease of two (2) 2024 Chevrolet Blazer vehicles to be used as detective vehicles for the Police Department in the amount of \$24,735 per year for a total amount of \$124,175, including a \$500 closing fee;
- b. Approving lease payments in the amount of \$24,735 to be budgeted annually for five (5) years in the Asset Seizure Fund starting in Fiscal Year 2023/2024 and including a \$500 closing fee in Fiscal Year 2023/2024; and
- c. Authorizing the Mayor to execute the Agreement, and any other documents that may be necessary to acquire the vehicles in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. Funds for this purchase were included in the Fiscal Year ("FY") 2023/24 Asset Seizure Fund Budget for the first annual lease payment of \$25,235. The remaining four annual lease payments will be in the amount of \$24,735 and will be funded with Asset Seizure funds (Account #235-570-21-6310) for a 5-year total amount of \$124,175, including the \$500 closing fee.

**ANALYSIS:** This lease agreement was explored to allow the Police Department to procure vehicles for use by Detective Bureau personnel without compromising the value due to mileage and maintenance issues. If the lease agreement is approved, two detective vehicles will be replaced: 1) a 2007 Chevy Impala (Unit 136) with over 64,000 miles, and 2) a 2007 Dodge Charger (Unit 161) with approximately 173,000 miles.

**BACKGROUND:** The acquisition of these vehicles will utilize the Sourcewell Master Vehicle contract #011620-NCL with Lease Servicing Center, Inc. dba NCL Government Capital. The

South Gate Municipal Code Section 1.54.510 D. permits the piggybacking onto a cooperative contract. Sourcewell has bid for this commodity, and any subsequent service, in a fair and competitive manner complying with the bid requirements as provided in the City's Municipal Code; therefore, no further bidding or quotes need to be obtained.

**ATTACHMENTS:** A. Proposed Lease Agreement  
B. Quote for 2024 Chevy Blazers

'A'



City of South Gate  
8650 California Ave.  
South Gate, CA 90280

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ▣ Master Lease Purchase Agreement
- ▣ Exhibit A – Description of Equipment
- ▣ Exhibit B – Schedule of Payments
- ▣ Exhibit E – Lessee Resolution
- ▣ Exhibit F – Bank Qualified Certificate
- ▣ Exhibit G – Agreement to Provide Insurance
- ▣ Exhibit H – Lessee Certificate
- ▣ Notice of Assignment and Letter of Direction
- ▣ Internal Escrow Letter
- ▣ Lease Payment Instructions
- ▣ Exhibit C-1 – Payment Request and Partial Acceptance Certificate
- ▣ Exhibit C-2 – Final Acceptance
- ▣ 8038-G

Copy of Tax Exempt Certificate (please provide if applicable)

Include in the return documentation a check in the amount of **\$500.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is the one-time documentation & processing fee of \$500.00.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with you for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

*Alex Jenkins*

Enclosures

# MASTER LEASE PURCHASE AGREEMENT

**Lessee**  
City of South Gate  
8650 California Ave.  
South Gate, CA 90280

**Lessor**  
Lease Servicing Center, Inc. dba NCL Government Capital  
510 22<sup>nd</sup> Ave E., Ste 501  
Alexandria, MN 56308

Dated as of March 18, 2024

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

## I. Definitions:

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

"Agreement" means this Master Lease Purchase Agreement.

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

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.

"Lease" means this Agreement and an Individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.

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

"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.

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

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.

"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an Individual Lease.

"State" means the state in which Lessee is located.

## II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

- (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of the Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.
- (g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
- (h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

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

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall promptly pay Rental Payments under each Schedule, from any and all legally available funds, exclusively to Lessor or its assignees, in lawful money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any

Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

**Section 3.05. Lease Term.** The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

**Section 3.06. Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

#### IV. Non-Appropriation

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

#### V. Insurance, Damage, Insufficiency of Proceeds, Lessee Negligence

**Section 5.01. Insurance.** Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

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

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

**Section 5.04. Lessee Negligence.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

#### VI. Title and Security Interest

**Section 6.01. Title.** Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

**Section 6.02. Security Interest.** To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

**Section 6.03. Personal Property.** The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

## VII. Assignment

**Section 7.01. Assignment by Lessor.** All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which Lessee may be entitled to assert against Lessor, and Lessor's obligations hereunder and under each Lease shall not be binding on any assignee or sub-assignees. Lessee shall keep a complete and accurate record of all such assignments.

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

## VIII. Maintenance of Equipment

**Section 8.01.** Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

## IX. Default

**Section 9.01. Events of Default defined.** The following events shall constitute an "Event of Default" with respect to a Lease:

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen (15) days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty (30) days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.
- (e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

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

- (a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

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

## X. Miscellaneous

**Section 10.01. Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02. Binding Effect.** This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

**Section 10.03. Severability.** In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04. Amendments, Addenda, Changes or Modifications.** This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

**Section 10.05. Execution in Counterparts; Electronic Execution.** This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

**Section 10.06. Captions.** The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 10.07. Entire Writing.** This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

**Section 10.08. Jurisdiction and Venue.** Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New York, over any

suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**Lessee: City of South Gate**

**Lessor: Lease Servicing Center, Inc. dba  
NCL Government Capital**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Typed:** Gil Hurtado

**Print:** \_\_\_\_\_

**Title:** Mayor

**Title:** \_\_\_\_\_

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

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

EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

RE: Master Lease Purchase Agreement dated as of 3/18/2024 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 001 thereto dated as of March 18, 2024.

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

Quantity	VIN #/Serial Number	Type, Make, Model
2		2024 Chevrolet Blazers with Upfitting

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 8650 California Ave.  
South Gate, CA 90280

GARAGING ADDRESS: 8650 California Ave.  
South Gate, CA 90280

**Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.**

Lessee: **City of South Gate**

Lessor: **Lease Servicing Center, Inc. dba  
NCL Government Capital**

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed: **Gil Hurtado**

Print: \_\_\_\_\_

Title: **Mayor**

Title: \_\_\_\_\_

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

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

EXHIBIT B

SCHEDULE OF PAYMENTS

Interest Rate = 7.868%

Amount Financed = \$102,767.18

Start Date = 3/18/2024

Number	Date	Payment	Interest	Principal	Purchase Option*
1	9/18/2024	\$24,734.31	\$4,132.45	\$20,601.86	N/A
2	9/18/2025	\$24,734.31	\$6,464.38	\$18,269.93	\$67,965.53
3	9/18/2026	\$24,734.31	\$5,026.99	\$19,707.32	\$47,002.85
4	9/18/2027	\$24,734.31	\$3,476.51	\$21,257.80	\$24,390.93
5	9/18/2028	\$24,734.31	\$1,804.04	\$22,930.27	\$0.00

\*Assumes that all rental payments and other amounts due on and prior to that date have been paid.

Lessee: City of South Gate

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

EXHIBIT E

LESSEE RESOLUTION

Re: Master Lease Purchase Agreement dated as of 3/18/2024, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 001 thereto dated as of March 18, 2024.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on \_\_\_\_\_, 20\_\_\_\_ the following resolution was introduced and adopted:

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

- Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 001 to the Master Lease Purchase Agreement dated as of 3/18/2024, between City of South Gate (Lessee) and Lease Servicing Center, Inc. dba NCL Government Capital (Lessor).
- Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. City of South Gate is authorized to enter into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their one (2) 2024 Chevrolet Blazers with Upfitting from National Auto Fleet Group in the amount of \$102,767.18 with 5 annual payments of \$24,734.31.

Authorized Individual(s): Gil Hurtado - Mayor  
(Printed or Typed Name and Title of Individual(s) authorized to execute the Agreement)

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

By: \_\_\_\_\_  
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: \_\_\_\_\_  
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print name of individual who signed directly above) (Title of individual who signed directly above)

EXHIBIT F

BANK QUALIFIED CERTIFICATE

Re: Master Lease Purchase Agreement dated as of 3/18/2024, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 001 thereto dated as of March 18, 2024.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: \_\_\_\_\_  
(Signature of individual authorized to execute this Exhibit)

Typed Name: Gil Hurtado  
(Typed name of individual who signed directly above)

EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE

Lessee: City of South Gate

Lessor: Lease Servicing Center, Inc. dba  
NCL Government Capital AOIA

Address: 8650 California Ave.  
South Gate, CA 90280

Address: 510 22<sup>nd</sup> Ave E., Ste 501  
Alexandria, MN 56308

Phone: (323) 563-5781

Phone: (320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
2		2024 Chevrolet Blazers with Upfitting Value: \$102,767.18

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT

INSURANCE COMPANY

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Policy #: \_\_\_\_\_

Phone: \_\_\_\_\_

Lessee: City of South Gate

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

EXHIBIT H

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of 3/18/2024 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 001 thereto dated as of March 18, 2024.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on Its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

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4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

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5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

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Lessee: **City of South Gate**

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

**NOTICE OF ASSIGNMENT  
AND  
LETTER OF DIRECTION**

Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor") hereby gives notice to City of South Gate ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated March 18, 2024, Schedule No. 001 as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires 5 annual payments of \$24,734.31. As of the date of assignment, 5 annual payments of \$24,734.31 remain on the contract and should be forwarded to the assignee at the following address:

"ASSIGNEE"

Santander Bank, N.A.  
P. O. Box 847386  
Boston, MA 02284-7386  
1-800-238-4009

FEIN: 23-1237295

\* Please list the following as lien holder on vehicle titles:

Santander Bank, N.A.  
3 Huntington Quadrangle, #101N  
Melville, NY 11747

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

LEASE SERVICING CENTER, INC. DBA  
NCL GOVERNMENT CAPITAL  
(Lessor/Assignor)

CITY OF SOUTH GATE

(Lessee)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: \_\_\_\_\_

TITLE: Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Internal Escrow Letter**

3/18/2024

Santander Bank, N.A.  
3 Huntington Quadrangle, Suite 101N  
Melville, NY 11747

RE: Schedule No. 001 dated March 18, 2024 to Master Lease Purchase Agreement dated as of 3/18/2024 (the "Lease"), between City of South Gate (Lessee) and Lease Servicing Center Inc. dba NCL Government Capital (Lessor), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing the equipment listed in Attachment #1 (the "Equipment") in the amount of \$102,767.18 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$102,767.18 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

**Lessee: City of South Gate**

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

**Internal Escrow Letter**

**Attachment #1**

<b>Quantity</b>	<b>Year</b>	<b>Make</b>	<b>Type/Style/Model</b>	<b>VIN/Serial Number</b>	<b>Price</b>
2	2024	Chevrolet	Blazers with Upfitting		\$102,767.18
				<b>Total Cost:</b>	<b>\$102,767.18</b>
				<b>Down Payment</b>	<b>\$0</b>
				<b>Total Amount Financed</b>	<b>\$102,767.18</b>

## LEASE PAYMENT INSTRUCTIONS

Lessee: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Invoice Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Mail invoices to the attention of: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Approval of Invoices required by: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Processing time for Invoices: \_\_\_\_\_ Approval: \_\_\_\_\_ Checks: \_\_\_\_\_

Do you have a Purchase Order Number that you would like included on the invoice? No \_\_\_ Yes \_\_\_  
PO# \_\_\_\_\_

Description needed for Lease Payment Invoices (up to 54 characters including a PO#): \_\_\_\_\_  
\_\_\_\_\_

Does your PO# change annually? No \_\_\_ Yes \_\_\_

Processing time for new purchase orders: \_\_\_\_\_

**EXHIBIT C-1**

**PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE**

**RE: Master Lease Purchase Agreement dated as of March 18, 2024, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 001 thereto.**

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
2	2024	Chevrolet	Blazers with Upfitting		\$102,767.18
				<b>Total Cost:</b>	<b>\$102,767.18</b>
				<b>Down Payment</b>	<b>\$0</b>
				<b>Total Amount Financed</b>	<b>\$102,767.18</b>

Vendor Name and Address: National Auto Fleet Group  
490 Auto Center Drive  
Watsonville, CA 95076

Vendor Federal ID Number: \_\_\_\_\_

**Lessee: City of South Gate**

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

EXHIBIT C-2

FINAL ACCEPTANCE

Re: Master Lease Purchase Agreement dated as of 3/18/2024, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee: City of South Gate

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

**Information Return for Tax-Exempt Governmental Obligations**

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

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

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of South Gate		2 Issuer's employer identification number (EIN) 95-6000799	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see Instructions) Jose A. Gonzalez		3b Telephone number of other person shown on 3a 323-563-5781	
4 Number and street (or P.O. box if mail is not delivered to street address) 8650 California Ave.		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code South Gate, CA 90280		7 Date of issue 3/18/2024	
8 Name of issue Master Lease Purchase Agreement Dated as of March 18, 2024		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see Instructions) Alejandro Meza - Equipment Maintenance Superintendent		10b Telephone number of officer or other employee shown on 10a 323-563-5782	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>			
11 Education . . . . .		11	
12 Health and hospital . . . . .		12	
13 Transportation . . . . .		13	
14 Public safety . . . . .		14	102,767 18
15 Environment (including sewage bonds) . . . . .		15	
16 Housing . . . . .		16	
17 Utilities . . . . .		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a . . . . .	<input type="checkbox"/>		
If obligations are BANs, check only box 19b . . . . .	<input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box . . . . .	<input type="checkbox"/>		

<b>Part III Description of Obligations. Complete for the entire issue for which this form is being filed.</b>					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	9/18/2028	\$ 102,767.18	\$	4.5 years	7.868 %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>			
22 Proceeds used for accrued interest . . . . .		22	
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .		23	
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24		
25 Proceeds used for credit enhancement . . . . .	25		
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26		
27 Proceeds used to currently refund prior issues . . . . .	27		
28 Proceeds used to advance refund prior issues . . . . .	28		
29 Total (add lines 24 through 28) . . . . .		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .		30	

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . .	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . .	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . .	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cal. No. 83773S

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

**Part VI Miscellaneous**

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

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative		Date	Type or print name and title
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no.

# Instructions for Form 8038-G (Rev. September 2012)



Department of the Treasury  
Internal Revenue Service

(Use with the September 2011 revision of Form 8038-G.)

## Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not

submit copies of the trust indenture or other bond documents. See *Where To File* next.

#### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

#### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC,

Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

#### Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at [TaxExemptBondQuestions@irs.gov](mailto:TaxExemptBondQuestions@irs.gov) and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

#### Definitions

**Tax-exempt obligation.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see next) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue price.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus,

when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction Issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make

an Irrevocable election to pay a penalty. The penalty is equal to 1<sup>1</sup>/<sub>2</sub>% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

**Pooled financing issue.** This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to

communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

 Complete lines 10a and 10b even if you complete lines 3a and 3b.

### Part II—Type of Issue

 Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those

of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

### Part III—Description of Obligations

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price under Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other

than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

### Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

**Line 28.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

### Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

### Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not

more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax-exempt.

**Line 38.** If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool obligation, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests.

Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to

Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

### Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

### Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . . .	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS . . . . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this office. Instead, see *Where To File*.

'B'



# National Auto Fleet Group

A Division of Chevrolet of Watsonville  
 480 Auto Center Drive, Watsonville, CA 95076  
 (855) 288-8572 • (831) 480-8487 Fax  
 Fleet@NationalAutoFleetGroup.com

3/11/2024

Quote ID: 28053

Order Cut Off Date: TBA

Mr Roman Amador  
 South Gate Police Department  
 8620 California Ave  
 South Gate, California, 90280

Dear Roman Amador,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2024 Chevrolet Blazer (1NK26) FWD 4dr LT w/3LT, West Coast Lights and Sirens Unmarked Car Upfit) and delivered to your specified location, each for**

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$40,695.00	\$39,535.04	2.850 %	\$1,159.96
West Coast Lights and Sirens		\$6,927.40		
Unmarked Car Upfit				
Tax (10.2500 %)		\$4,762.40		
Tire fee		\$8.75		
Transportation		\$150.00		
Total		\$51,383.59		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Yesenia Covarrubias / Joshua Jerome

Fleet Department  
 Account Manager

yesenia@watsonvillefleetgroup.com

(626) 457-5590



GMC

## Vehicle Configuration Options

EMISSIONS	
Code	Description
YF5	Emissions, California state requirements
ENGINE	
Code	Description
LSY	Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT), (STD)
TRANSMISSION	
Code	Description
M3T	Transmission, 9-speed automatic, electronically-controlled, (STD)
AXLE	
Code	Description
FHB	Axle, 3.47 final drive ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
3LT	LT Preferred Equipment Group, Includes Standard Equipment
WHEELS	
Code	Description
RV3	Wheels, 18" (45.7 cm) Grazen Metallic aluminum, (STD)
TIRES	
Code	Description
QMX	Tires, P235/65R18 all-season blackwall, (STD)
PAINT	
Code	Description
GXD	Sterling Gray Metallic
SEAT TYPE	
Code	Description
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description

HOY	Jet Black, Perforated Leather-Appointed seat trim
<b>RADIO</b>	
<b>Code</b>	<b>Description</b>
IOS	Audio system, Chevrolet Infotainment 3 Plus system, (STD)

# 2024 Fleet/Non-Retail Chevrolet Blazer FWD 4dr LT w/3LT

## WINDOW STICKER

2024 Chevrolet Blazer FWD 4dr LT w/3LT		
CODE	MODEL	MSRP
1NK26	2024 Chevrolet Blazer FWD 4dr LT w/3LT	\$39,300.00
<b>OPTIONS</b>		
YF5	Emissions, California state requirements	\$0.00
LSY	Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT), (STD)	\$0.00
M3T	Transmission, 9-speed automatic, electronically-controlled, (STD)	\$0.00
FHB	Axle, 3.47 final drive ratio	\$0.00
3LT	LT Preferred Equipment Group, Includes Standard Equipment	\$0.00
RV3	Wheels, 18" (45.7 cm) Grazen Metallic aluminum, (STD)	\$0.00
QMX	Tires, P235/65R18 all-season blackwall, (STD)	\$0.00
GXD	Sterling Gray Metallic	\$0.00
AR9	Seats, front bucket, (STD)	\$0.00
H0Y	Jet Black, Perforated Leather-Appointed seat trim	\$0.00
IOS	Audio system, Chevrolet Infotainment 3 Plus system, (STD)	\$0.00
Please note selected options override standard equipment		
<b>SUBTOTAL</b>		<b>\$39,300.00</b>
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,395.00
<b>TOTAL PRICE</b>		<b>\$40,695.00</b>
Est City: 22 (2023) MPG Est Highway: 29 (2023) MPG Est Highway Cruising Range: 562.60 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

### Notes


## Standard Equipment

### MECHANICAL

Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT) with Stop/Start (228 hp (170 kW) at 5000 rpm, 258 lb-ft of torque [350 N-m] @ 1500-4000 rpm) (STD)

Transmission, 9-speed automatic, electronically-controlled with overdrive, includes Driver Shift Control (STD)

Axle, 3.47 final drive ratio ((LSY) 2.0L Turbo engine only.)

### EXTERIOR

Wheels, 18" (45.7 cm) Grazen Metallic aluminum (STD)

Tires, P235/65R18 all-season blackwall (STD)

### ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 Plus system 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select Infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)

### INTERIOR

Seats, front bucket (STD)

### ADDITIONAL EQUIPMENT

Driver Confidence Package includes (UKC) Lane Change Alert with Side Blind Zone Alert, (UD7) Rear Park Assist and (UFG) Rear Cross Traffic Alert (Beginning with start of production, certain vehicles will be forced to include (060) Not Equipped with Rear Park Assist, which removes Rear Park Assist. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Engine control, stop/start system

Engine control, stop/start system override

Engine air filtration monitor

Front-wheel drive

Driver Mode Selector includes Tour (FWD), Sport, All-Wheel Drive (AWD), Snow/Ice, Tow/Haul, and Off-Road

Alternator, 170 amps (Included with (LSY) 2.0L Turbo engine. Required with (LGX) 3.6L V6 engine when (V92) trailering equipment is ordered on FWD models. Standard on AWD models.)
GVWR, 6001 lbs. (2722 kg)
Suspension, Ride and Handling
Brakes, 4-wheel antilock, 4-wheel disc
Electronic parking brake
Tool kit, road emergency
Capless fuel fill
Exhaust, dual-outlet with circular bright tips
Wheel, spare, 18" (45.7 cm) steel
Tire, compact spare, T135/70R18, blackwall
Roof rails, Black roof-mounted side rails
Moldings, lower bodyside (Molded-in-color Black.)
Antenna, body-color
Grille, Blazer signature Black horizontal 4-bar with Bright Chrome header bar
Active Aero Grille Shutters
Headlamps, IntelliBeam
Headlamps, LED
Headlamp control, automatic on and off with automatic delay
Taillamps, LED
Mirrors, outside heated power-adjustable, manual-folding and driver-side auto-dimming body-color with integrated turn signal indicators
Mirror caps, body-color
Glass, deep-tinted, rear windows and liftgate
Wipers, front variable-speed, Intermittent with washers
Wiper, rear intermittent with washer
Liftgate, rear power programmable
Door handles, body-color
Audio system feature, 6-speaker system
SiriusXM with 360L includes a trial subscription to the Platinum Plan. Experience more channels in the vehicle, a more personalized experience and easier navigation. (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription subject to the SiriusXM Customer Agreement and privacy policy, visit <a href="http://www.siriusxm.com">www.siriusxm.com</a> which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
Bluetooth for phone personal cell phone connectivity to vehicle audio system
Wi-Fi Hotspot capable (Terms and limitations apply. See <a href="http://onstar.com">onstar.com</a> or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Active Noise Cancellation
Seat trim, Perforated Leather-Appointed
Seating, 5-passenger
Seats, heated driver and front passenger

Seat adjuster, driver 8-way power
Seat adjuster, front passenger 6-way power
Seat adjuster, power driver lumbar control
Head restraints, front, 2-way adjustable, up/down
Head restraints, rear outboard 2-way adjustable, up/down
USB data ports, 2, one type-A and one type-C located within the instrument panel
USB charging-only ports 2, one type-A and one type-C, located on rear of center console
Floor mats, carpeted front and rear (Deleted when LPO floor mats or LPO floor liners are ordered.)
Steering wheel, wrapped
Steering column, manual tilt and telescoping
Driver Information Center, 4.2" diagonal multi-color
Vehicle health management provides advanced warning of vehicle issues
Compass, digital
Windows, power with driver Express-Up/Down and front passenger and rear seat passengers Express-Down
Door locks, power programmable with lockout protection
Keyless Open and Start includes extended range Remote Keyless Entry
Remote Start
Universal Home Remote includes garage door opener, programmable
Cruise control, electronic with set and resume speed
Theft-deterrent system, electrical, unauthorized entry
Air conditioning, dual-zone automatic climate control with individual climate settings for driver and right-front passenger
Sensor, cabin humidity and windshield temperature
Defogger, rear-window electric
Air filtration system
Air vents, rear console
Glovebox, lockable electronic
Cup holders, 2 in front center console and 2 in rear center armrest
Mirror, inside rearview auto-dimming
Visors, driver and front passenger illuminated vanity mirrors covered
Assist handles, front passenger and rear outboard with coat hooks on rear passenger assist handles
Lighting, interior with front reading lamps, overhead courtesy lamp, dual rear-quarter panel area dome lamps, True White backlit switches, True White pin spot lighting in the bin forward of the shifter and front footwells and backlit USB ports
Umbrella holders, driver and front passenger doors
Front Pedestrian Braking (Included with Chevy Safety Assist.)
StabiliTrak, stability control system with traction control
Daytime Running Lamps, LED
Airbags, frontal and seat-mounted for driver and front passenger knee for driver, and head-curtain for front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer

when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
HD Rear Vision Camera
Rear Cross Traffic Alert (Included and only available with (WPA) Driver Confidence Package.)
Lane Change Alert with Side Blind Zone Alert (Included and only available with (WPA) Driver Confidence Package.)
Lane Keep Assist with Lane Departure Warning (Included with Chevy Safety Assist.)
Following Distance Indicator (Included with Chevy Safety Assist.)
Automatic Emergency Braking (Included with Chevy Safety Assist.)
Forward Collision Alert (Included with Chevy Safety Assist.)
Rear Seat Reminder
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened
Seat belts, 3-point, all positions includes front seat belt pretensioners
Door locks, rear child security
LATCH system (Lower Anchors and Tethers for Children), for child restraint seats
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An In-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor (Does not apply to spare tire.)
Tire Fill Alert provides audible alerts outside the vehicle when inflating an under inflated tire to the recommended tire pressure (Does not apply to spare tire.)
Horn, dual-note
3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)



# National Auto Fleet Group

A Division of Chevrolet of Watsonville  
490 Auto Center Drive, Watsonville, CA 95076  
(855) 289-8572 • (831) 480-8497 Fax  
Fleet@NationalAutoFleetGroup.com

2/19/2024  
3/11/2024 Re-Configured

Quote ID: 27771 R1

Order Cut Off Date: TBA

Mr Roman Amador  
South Gate Police Department  
8620 California Ave  
South Gate, California, 90280

Dear Roman Amador,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.  
**One (1) New/Unused (2024 Chevrolet Blazer (1NK26) FWD 4dr LT w/3LT, West Coast Lights and Sirens Unmarked Car Upfit)** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$40,695.00	\$39,535.04	2.850 %	\$1,159.96
West Coast Lights and Sirens		\$6,927.40		
Unmarked Car Upfit				
Tax (10.2500 %)		\$4,762.40		
Tire fee		\$8.75		
Transportation		\$150.00		
Total		\$51,383.59		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Yesenia Covarrublas / Joshua Jerome

Fleet Department  
Account Manager

yesenia@watsonvillefleetgroup.com

(626) 457-5590



GMC

## Vehicle Configuration Options

EMISSIONS	
Code	Description
YF5	Emissions, California state requirements
ENGINE	
Code	Description
LSY	Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT), (STD)
TRANSMISSION	
Code	Description
M3T	Transmission, 9-speed automatic, electronically-controlled, (STD)
AXLE	
Code	Description
FHB	Axle, 3.47 final drive ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
3LT	LT Preferred Equipment Group, Includes Standard Equipment
WHEELS	
Code	Description
RV3	Wheels, 18" (45.7 cm) Grazen Metallic aluminum, (STD)
TIRES	
Code	Description
QMX	Tires, P235/65R18 all-season blackwall, (STD)
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description

H0Y	Jet Black, Perforated Leather-Appointed seat trim
<b>RADIO</b>	
<b>Code</b>	<b>Description</b>
IOS	Audio system, Chevrolet Infotainment 3 Plus system, (STD)

# 2024 Fleet/Non-Retail Chevrolet Blazer FWD 4dr LT w/3LT

## WINDOW STICKER

2024 Chevrolet Blazer FWD 4dr LT w/3LT		
CODE	MODEL	MSRP
1NK26	2024 Chevrolet Blazer FWD 4dr LT w/3LT	\$39,300.00
<b>OPTIONS</b>		
YF5	Emissions, California state requirements	\$0.00
LSY	Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT), (STD)	\$0.00
M3T	Transmission, 9-speed automatic, electronically-controlled, (STD)	\$0.00
FHB	Axle, 3.47 final drive ratio	\$0.00
3LT	LT Preferred Equipment Group, Includes Standard Equipment	\$0.00
RV3	Wheels, 18" (45.7 cm) Grazen Metallic aluminum, (STD)	\$0.00
QMX	Tires, P235/65R18 all-season blackwall, (STD)	\$0.00
GAZ	Summit White	\$0.00
AR9	Seats, front bucket, (STD)	\$0.00
H0Y	Jet Black, Perforated Leather-Appointed seat trim	\$0.00
IOS	Audio system, Chevrolet Infotainment 3 Plus system, (STD)	\$0.00
Please note selected options override standard equipment		
<b>SUBTOTAL</b>		<b>\$39,300.00</b>
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,395.00
<b>TOTAL PRICE</b>		<b>\$40,695.00</b>
Est City: 22 (2023) MPG Est Highway: 29 (2023) MPG Est Highway Cruising Range: 562.60 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

### Notes


## Standard Equipment

### MECHANICAL

Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT) with Stop/Start (228 hp (170 kW) at 5000 rpm, 258 lb-ft of torque [350 N-m] @ 1500-4000 rpm) (STD)

Transmission, 9-speed automatic, electronically-controlled with overdrive, includes Driver Shift Control (STD)

Axle, 3.47 final drive ratio ((LSY) 2.0L Turbo engine only.)

### EXTERIOR

Wheels, 18" (45.7 cm) Grazen Metallic aluminum (STD)

Tires, P235/65R18 all-season blackwall (STD)

### ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 Plus system 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select Infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)

### INTERIOR

Seats, front bucket (STD)

### ADDITIONAL EQUIPMENT

Driver Confidence Package includes (UKC) Lane Change Alert with Side Blind Zone Alert, (UD7) Rear Park Assist and (UFG) Rear Cross Traffic Alert (Beginning with start of production, certain vehicles will be forced to include (060) Not Equipped with Rear Park Assist, which removes Rear Park Assist. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Engine control, stop/start system

Engine control, stop/start system override

Engine air filtration monitor

Front-wheel drive

Driver Mode Selector includes Tour (FWD), Sport, All-Wheel Drive (AWD), Snow/Ice, Tow/Haul, and Off-Road

Alternator, 170 amps (Included with (LSY) 2.0L Turbo engine. Required with (LGX) 3.6L V6 engine when (V92) trawling equipment is ordered on FWD models. Standard on AWD models.)
GVWR, 6001 lbs. (2722 kg)
Suspension, Ride and Handling
Brakes, 4-wheel antilock, 4-wheel disc
Electronic parking brake
Tool kit, road emergency
Capless fuel fill
Exhaust, dual-outlet with circular bright tips
Wheel, spare, 18" (45.7 cm) steel
Tire, compact spare, T135/70R18, blackwall
Roof rails, Black roof-mounted side rails
Moldings, lower bodyside (Molded-in-color Black.)
Antenna, body-color
Grille, Blazer signature Black horizontal 4-bar with Bright Chrome header bar
Active Aero Grille Shutters
Headlamps, IntelliBeam
Headlamps, LED
Headlamp control, automatic on and off with automatic delay
Taillamps, LED
Mirrors, outside heated power-adjustable, manual-folding and driver-side auto-dimming body-color with integrated turn signal indicators
Mirror caps, body-color
Glass, deep-tinted, rear windows and liftgate
Wipers, front variable-speed, intermittent with washers
Wiper, rear intermittent with washer
Liftgate, rear power programmable
Door handles, body-color
Audio system feature, 6-speaker system
SiriusXM with 360L includes a trial subscription to the Platinum Plan. Experience more channels in the vehicle, a more personalized experience and easier navigation. (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription subject to the SiriusXM Customer Agreement and privacy policy, visit <a href="http://www.siriusxm.com">www.siriusxm.com</a> which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
Bluetooth for phone personal cell phone connectivity to vehicle audio system
Wi-Fi Hotspot capable (Terms and limitations apply. See <a href="http://onstar.com">onstar.com</a> or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Active Noise Cancellation
Seat trim, Perforated Leather-Appointed
Seating, 5-passenger
Seats, heated driver and front passenger

Seat adjuster, driver 8-way power
Seat adjuster, front passenger 6-way power
Seat adjuster, power driver lumbar control
Head restraints, front, 2-way adjustable, up/down
Head restraints, rear outboard 2-way adjustable, up/down
USB data ports, 2, one type-A and one type-C located within the instrument panel
USB charging-only ports 2, one type-A and one type-C, located on rear of center console
Floor mats, carpeted front and rear (Deleted when LPO floor mats or LPO floor liners are ordered.)
Steering wheel, wrapped
Steering column, manual tilt and telescoping
Driver Information Center, 4.2" diagonal multi-color
Vehicle health management provides advanced warning of vehicle issues
Compass, digital
Windows, power with driver Express-Up/Down and front passenger and rear seat passengers Express-Down
Door locks, power programmable with lockout protection
Keyless Open and Start includes extended range Remote Keyless Entry
Remote Start
Universal Home Remote includes garage door opener, programmable
Cruise control, electronic with set and resume speed
Theft-deterrent system, electrical, unauthorized entry
Air conditioning, dual-zone automatic climate control with individual climate settings for driver and right-front passenger
Sensor, cabin humidity and windshield temperature
Defogger, rear-window electric
Air filtration system
Air vents, rear console
Glovebox, lockable electronic
Cup holders, 2 in front center console and 2 in rear center armrest
Mirror, inside rearview auto-dimming
Visors, driver and front passenger illuminated vanity mirrors covered
Assist handles, front passenger and rear outboard with coat hooks on rear passenger assist handles
Lighting, interior with front reading lamps, overhead courtesy lamp, dual rear-quarter panel area dome lamps, True White backlit switches, True White pin spot lighting in the bin forward of the shifter and front footwells and backlit USB ports
Umbrella holders, driver and front passenger doors
Front Pedestrian Braking (Included with Chevy Safety Assist.)
StabiliTrak, stability control system with traction control
Daytime Running Lamps, LED
Airbags, frontal and seat-mounted for driver and front passenger knee for driver, and head-curtain for front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer

when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
HD Rear Vision Camera
Rear Cross Traffic Alert (Included and only available with (WPA) Driver Confidence Package.)
Lane Change Alert with Side Blind Zone Alert (Included and only available with (WPA) Driver Confidence Package.)
Lane Keep Assist with Lane Departure Warning (Included with Chevy Safety Assist.)
Following Distance Indicator (Included with Chevy Safety Assist.)
Automatic Emergency Braking (Included with Chevy Safety Assist.)
Forward Collision Alert (Included with Chevy Safety Assist.)
Rear Seat Reminder
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened
Seat belts, 3-point, all positions includes front seat belt pretensioners
Door locks, rear child security
LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor (Does not apply to spare tire.)
Tire Fill Alert provides audible alerts outside the vehicle when inflating an under inflated tire to the recommended tire pressure (Does not apply to spare tire.)
Horn, dual-note
3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

CITY MANAGER'S OFFICE

MAY 08 2024  
11:20 AM

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 14, 2024

Originating Department: Police

Department Director: *Darren Arakawa* City Manager *Rob Houston*  
Darren Arakawa Rob Houston

FOR ROB HOUSTON

**SUBJECT: LEASE AGREEMENT WITH LEASE SERVICING CENTER, INC., DBA NCL GOVERNMENT CAPITAL FOR THREE VEHICLES FOR THE POLICE DEPARTMENT PARKING ENFORCEMENT**

**PURPOSE:** To receive approval for a Lease Agreement with Lease Servicing Center, Inc., dba NCL Government Capital for three (3) 2024 Ford Maverick vehicles to replace aging Parking Enforcement vehicles for the Police Department.

- RECOMMENDED ACTIONS:** The City Council will consider:
- a. Approving a 5-year Lease Agreement with Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") for the lease of three (3) 2024 Ford Maverick vehicles to be used as Parking Enforcement vehicles for the Police Department in the amount of \$20,087 per year for a total amount of \$100,935, including a \$500 closing fee;
  - b. Approving lease payments in the amount of \$20,087 to be budgeted annually for five (5) years in the Asset Seizure Fund starting in Fiscal Year 2023/2024 and including a \$500 closing fee in Fiscal Year 2023/2024;
  - c. Approving a Purchase Order Agreement with Preferred Impressions for the purchase and installation of decals/graphics on the three vehicles in the amount of \$1,241;
  - d. Approving a Purchase Order with CDCE, Inc., for the purchase and installation of Mobile Data Computers to outfit the three Parking Enforcement vehicles in the amount of \$27,367;
  - e. Approving a Purchase Order Agreement with Commline Inc., for the purchase and installation of necessary emergency equipment to outfit the three Parking Enforcement vehicles in the amount of \$13,793; and
  - f. Authorizing the Mayor to execute the lease Agreement, and any other documents that may be necessary to acquire the vehicles, in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. Funds for this purchase were included in the Fiscal Year ("FY") 2023/24 Asset Seizure Fund Budget for the first annual lease payment of \$20,587, as well as the total cost of purchasing and installing all the necessary equipment. The remaining four annual lease payments will be in the amount of \$20,087 and will be funded with Asset Seizure funds (Account #235-570-21-6310) for a 5-year total amount of \$100,935, inclusive of the \$500 closing fee.

**ANALYSIS:** This lease agreement was explored to allow the Police Department to procure vehicles for use by Parking Enforcement personnel without compromising the value due to mileage and maintenance issues. If the lease agreement is approved, three vehicles will be replaced: 1) a 2003 Ford Ranger (Unit 117) with over 76,0171 miles, 2) a 2007 Ford Ranger (Unit 118) with approximately 118,157 miles, and 3) a 2007 Ford Escape (Unit 114) with 102,000 miles which had to be removed from service due to mechanical issues.

**BACKGROUND:** The acquisition of these vehicles will utilize the Sourcewell Master Vehicle contract #011620-NCL with Lease Servicing Center, Inc. dba NCL Government Capital. The South Gate Municipal Code Section 1.54.510 D. permits the piggybacking onto a cooperative contract. Sourcewell has bid for this commodity, and any subsequent service, in a fair and competitive manner complying with the bid requirements as provided in the City's Municipal Code; therefore, no further bidding or quotes need to be obtained.

- ATTACHMENTS:**
- A. Proposed Lease Agreement
  - B. Quote for 2024 Ford Mavericks
  - C. Quote for Preferred Impressions
  - D. Quote from CDCE, Inc.,
  - E. Quote for Commline, Inc.

'A'



City of South Gate  
8650 California Ave.  
South Gate, CA 90280

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ▣ Exhibit A – Description of Equipment
- ▣ Exhibit B – Schedule of Payments
- ▣ Exhibit E – Lessee Resolution
- ▣ Exhibit F – Bank Qualified Certificate
- ▣ Exhibit G – Agreement to Provide Insurance
- ▣ Exhibit H – Lessee Certificate
- ▣ Notice of Assignment and Letter of Direction
- ▣ Internal Escrow Letter
- ▣ Lease Payment Instructions
- ▣ Exhibit C-1 – Payment Request and Partial Acceptance Certificate
- ▣ Exhibit C-2 – Final Acceptance
- ▣ 8038-GC

Copy of Tax Exempt Certificate (please provide if applicable)

Include in the return documentation a check in the amount of **\$500.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is the one-time documentation & processing fee of \$500.00.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with you for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

*Alex Jenkins*

Enclosures

EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

RE: Master Lease Purchase Agreement dated as of 3/18/2024 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 002 thereto dated as of March 18, 2024.

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

Quantity	VIN #/Serial Number	Type, Make, Model
3		2024 Ford Maverick

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 8650 California Ave.  
South Gate, CA 90280

GARAGING ADDRESS: 8650 California Ave.  
South Gate, CA 90280

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: City of South Gate

Lessor: Lease Servicing Center, Inc. dba  
NCL Government Capital

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed: Gil Hurtado

Print: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

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

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

EXHIBIT B

SCHEDULE OF PAYMENTS  
Schedule 002

Interest Rate = 7.868%

Amount Financed = \$83,454.99

Start Date = 3/18/2024

Number	Date	Payment	Interest	Principal	Purchase Option*
1	9/18/2024	\$20,086.20	\$3,355.88	\$16,730.32	N/A
2	9/18/2025	\$20,086.20	\$5,249.59	\$14,836.61	\$55,193.33
3	9/18/2026	\$20,086.20	\$4,082.31	\$16,003.89	\$38,169.99
4	9/18/2027	\$20,086.20	\$2,823.20	\$17,263.00	\$19,807.34
5	9/18/2028	\$20,086.20	\$1,465.03	\$18,621.17	\$0.00

\*Assumes that all rental payments and other amounts due on and prior to that date have been paid.

Lessee: City of South Gate

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

EXHIBIT E

LESSEE RESOLUTION

Re: Master Lease Purchase Agreement dated as of 3/18/2024, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 002 thereto dated as of March 18, 2024.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on \_\_\_\_\_, 20\_\_\_\_ the following resolution was introduced and adopted:

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

- 1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 002 to the Master Lease Purchase Agreement dated as of 3/18/2024, between City of South Gate (Lessee) and Lease Servicing Center, Inc. dba NCL Government Capital (Lessor).
- 2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. City of South Gate is authorized to enter into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their (3) 2024 Ford Maverick from National Auto Fleet Group in the amount of \$83,454.99 with 5 annual payments of \$20,086.20.

Authorized Individual(s): Gil Hurtado - Mayor  
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

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

By: \_\_\_\_\_  
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: \_\_\_\_\_  
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print name of individual who signed directly above) (Title of individual who signed directly above)

EXHIBIT F

BANK QUALIFIED CERTIFICATE

Re: Master Lease Purchase Agreement dated as of 3/18/2024, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 002 thereto dated as of March 18, 2024.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: \_\_\_\_\_  
(Signature of individual authorized to execute this Exhibit)

Typed Name: Gil Hurtado  
(Typed name of individual who signed directly above)

EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE  
Schedule 002

Lessee: City of South Gate

Lessor: Lease Servicing Center, Inc. dba  
NCL Government Capital AOIA

Address: 8650 California Ave.  
South Gate, CA 90280

Address: 510 22<sup>nd</sup> Ave E., Ste 501  
Alexandria, MN 56308

Phone: (323) 563-5781

Phone: (320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
3		2024 Ford Maverick Value: \$83,454.99

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT

INSURANCE COMPANY

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Policy #: \_\_\_\_\_

Phone: \_\_\_\_\_

Lessee: City of South Gate

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

EXHIBIT H

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of 3/18/2024 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 002 thereto dated as of March 18, 2024.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

\_\_\_\_\_  
\_\_\_\_\_

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

\_\_\_\_\_  
\_\_\_\_\_

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

\_\_\_\_\_  
\_\_\_\_\_

Lessee: **City of South Gate**

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

**NOTICE OF ASSIGNMENT  
AND  
LETTER OF DIRECTION**

Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor") hereby gives notice to City of South Gate ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated March 18, 2024, Schedule No. 002 as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires 5 annual payments of \$20,086.20. As of the date of assignment, 5 annual payments of \$20,086.20 remain on the contract and should be forwarded to the assignee at the following address:

"ASSIGNEE"

Santander Bank, N.A.  
P. O. Box 847386  
Boston, MA 02284-7386  
1-800-238-4009

FEIN: 23-1237295

\* Please list the following as lien holder on vehicle titles:

Santander Bank, N.A.  
3 Huntington Quadrangle, #101N  
Melville, NY 11747

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

**LEASE SERVICING CENTER, INC. DBA  
NCL GOVERNMENT CAPITAL**  
(Lessor/Assignor)

**CITY OF SOUTH GATE**  
(Lessee)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: \_\_\_\_\_

TITLE: Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Internal Escrow Letter**

3/18/2024

Santander Bank, N.A.  
3 Huntington Quadrangle, Suite 101N  
Melville, NY 11747

RE: Schedule No. 002 dated March 18, 2024 to Master Lease Purchase Agreement dated as of 3/18/2024 (the "Lease"), between City of South Gate (Lessee) and Lease Servicing Center Inc. dba NCL Government Capital (Lessor), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing the equipment listed in Attachment #1 (the "Equipment") in the amount of \$83,454.99 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$83,454.99 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

**Lessee: City of South Gate**

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

**Internal Escrow Letter**

**Attachment #1  
Schedule 002**

<b>Quantity</b>	<b>Year</b>	<b>Make</b>	<b>Type/Style/Model</b>	<b>VIN/Serial Number</b>	<b>Price</b>
3	2024	Ford	Maverick		\$83,454.99
				<b>Total Cost:</b>	<b>\$83,454.99</b>
				<b>Down Payment</b>	<b>\$0</b>
				<b>Total Amount Financed</b>	<b>\$83,454.99</b>

**LEASE PAYMENT INSTRUCTIONS - Schedule 002**

Lessee: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Invoice Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Mall invoices to the attention of: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Approval of Invoices required by: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Processing time for Invoices: \_\_\_\_\_ Approval: \_\_\_\_\_ Checks: \_\_\_\_\_

Do you have a Purchase Order Number that you would like included on the invoice? No \_\_\_ Yes \_\_\_  
PO# \_\_\_\_\_

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : \_\_\_\_\_

Does your PO# change annually? No \_\_\_ Yes \_\_\_

Processing time for new purchase orders: \_\_\_\_\_

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of March 18, 2024, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 002 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 002 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
3	2024	Ford	Maverick		\$83,454.99
				Total Cost:	\$83,454.99
				Down Payment	\$0
				Total Amount Financed	\$83,454.99

Vendor Name and Address: National Auto Fleet Group  
490 Auto Center Drive  
Watsonville, CA 95076

Vendor Federal ID Number: \_\_\_\_\_

Lessee: **City of South Gate**

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

EXHIBIT C-2

FINAL ACCEPTANCE

Re: Master Lease Purchase Agreement dated as of 3/18/2024, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of South Gate (Lessee) and Schedule No. 002 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 002 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and Installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee: City of South Gate

BY: \_\_\_\_\_

TYPED: Gil Hurtado

TITLE: Mayor

DATE: \_\_\_\_\_

**Information Return for Small Tax-Exempt  
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

<b>Part I Reporting Authority</b>		Check box if Amended Return ▶ <input type="checkbox"/>	
1 Issuer's name City of South Gate		2 Issuer's employer identification number (EIN) 9 5 6 0 0 0 7 9 9	
3 Number and street (or P.O. box if mail is not delivered to street address) 8660 California Ave.		Room/suite	
4 City, town, or post office, state, and ZIP code South Gate, CA 90280		5 Report number (For IRS Use Only) [ ] [ ] [ ] [ ]	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Alejandro Meza - Equipment Maintenance Superintendent		7 Telephone number of officer or legal representative 323-563-5782	

<b>Part II Description of Obligations</b> Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a 83,454 99
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 3/18/2024	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a 83,454 99
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(iii) (small issuer exception), check this box ▶ <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>	
12 Vendor's or bank's name: Lease Servicing Center, Inc. dba NCL Government Capital	
13 Vendor's or bank's employer identification number: 4 1 1 9 7 9 9 2 4	

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.				
	Signature of issuer's authorized representative	Date			
	Type or print name and title				
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on [IRS.gov](http://IRS.gov) for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 160.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

## When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 631, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

## Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL); DHL Same Day Service.
- Federal Express (FedEx); FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS); UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

## Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

## Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

## Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note.** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Part II — Description of Obligations**

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9c, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Signature and Consent**

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note.** If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

**Paid Preparer**

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice**

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** . . . . . 4 hr., 46 min.
- Preparing the form** . . . . . 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** . . . . . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAF:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.



# National Auto Fleet Group

A Division of Chevrolet of Watsonville  
 480 Auto Center Drive, Watsonville, CA 95076  
 (855) 888-8872 • (831) 480-8487 Fax  
 Fleet@NationalAutoFleetGroup.com

'B'

2/7/2024

Quote ID: 27636

Order Cut Off Date: TBA

Mr Roman Amador  
 South Gate Police Department  
 8620 California Ave  
 South Gate, California, 90280

Dear Roman Amador,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.  
**Three (3) New/Unused (2024 Ford Maverick (W8A) XL FWD SuperCrew 121.1" WB 4.5' Box, )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (3)	Total Savings
Contract Price	\$25,410.00	\$25,065.38	1.356 %	\$75,196.14	\$1,033.86
Tax (10.2500 %)		\$2,569.20		\$7,707.60	
Tire fee		\$8.75		\$26.25	
Transportation		\$175.00		\$525.00	
<b>Total</b>		<b>\$27,818.33</b>		<b>\$83,454.99</b>	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Yesenia Covarrubias / Joshua Jerome

Fleet Department  
 Account Manager

yesenia@watsonvillefleetgroup.com

(626) 457-5590



GMC

## Vehicle Configuration Options

ENGINE	
Code	Description
999	Engine: 2.0L EcoBoost, (STD)
TRANSMISSION	
Code	Description
448	Transmission: 8-Speed Automatic, (STD)
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
9W	Black Onyx, Front Cloth Bucket Seats, -Inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
ADDITIONAL EQUIPMENT	
Code	Description
153	Front License Plate Bracket, -Inc: Standard in states where required by law, optional to all others
OPTION PACKAGE	
Code	Description
100A	Equipment Group 100A Standard

# 2024 Fleet/Non-Retail Ford Maverick XL FWD SuperCrew 121.1" WB 4.5' Box

## WINDOW STICKER

2024 Ford Maverick XL FWD SuperCrew 121.1" WB 4.5' Box		
CODE	MODEL	MSRP
W8A	2024 Ford Maverick XL FWD SuperCrew 121.1" WB 4.5' Box	\$23,815.00
<b>OPTIONS</b>		
999	Engine: 2.0L EcoBoost, (STD)	\$0.00
448	Transmission: 8-Speed Automatic, (STD)	\$0.00
YZ	Oxford White	\$0.00
9W	Black Onyx, Front Cloth Bucket Seats, -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin	\$0.00
153	Front License Plate Bracket, -inc: Standard in states where required by law, optional to all others	\$0.00
100A	Equipment Group 100A Standard	\$0.00
Please note selected options override standard equipment		
<b>SUBTOTAL</b>		<b>\$23,815.00</b>
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,595.00
<b>TOTAL PRICE</b>		<b>\$25,410.00</b>
Est City: 17 (2023) MPG Est Highway: 23 (2023) MPG Est Highway Cruising Range: 598.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

### Notes


## Standard Equipment

### MECHANICAL

Engine: 2.0L EcoBoost (STD)

Transmission: 8-Speed Automatic (STD)

### AXLE RATIO

3.63 Axle Ratio

### WHEELS

Wheels: 17" Steel w/Sparkle Silver Painted Cover

### TIRES

Tires: P225/65R17 A/S BSW

### ADDITIONAL EQUIPMENT

50-State Emissions System

Engine Auto Stop-Start Feature

Transmission w/Driver Selectable Mode

Front-Wheel Drive

70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection

Regenerative 150 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

1500# Maximum Payload

GVWR: 5,080 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Speed-Sensing Steering

16.5 Gal. Fuel Tank

Single Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

Torsion Beam Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Regular Box Style

Steel Spare Wheel

Compact Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Rear Window Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Fixed Interval Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports - 1 type A and 1 type C, 8" center stack screen w/standard Bluetooth connectivity for Apple CarPlay and Android Auto
Streaming Audio
Integrated Roof Antenna
2 LCD Monitors In The Front
Driver Seat
Passenger Seat
Full Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
Power Rear Windows
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Driver Foot Rest

Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Front Cloth Bucket Seats -inc: manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxillary Mirror
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front Floor Mats
Pickup Cargo Box Lights
Smart Device Integration
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
1 Seatback Storage Pocket
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Automatic Emergency Braking (AEB)
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtaln 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltrinder w/Audio Mute

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera

'C'



**Preferred Impressions**  
SIGN & DISPLAY

7626 Sarabeth St.  
Downey, CA 90242

Phone # 714-745-1904

Web Site [www.preferredimpressions.com](http://www.preferredimpressions.com)

# Estimate

Date	Estimate #
3/5/2024	975

Name / Address
City of South Gate

			Project
Description	Qty	Rate	Total
Digitally printed/laminated graphics as per approved layout for Maverick vehicles	3	250.00	750.00T
Installation of all signs	3	125.00	375.00T
		<b>Subtotal</b>	\$1,125.00
		<b>Sales Tax (10.25%)</b>	\$115.31
		<b>Total</b>	\$1,240.31

'D'  
Sales Quote

CDCE, Inc.  
22641 Old Canal Road  
Yorba Linda, CA 92887



Telephone: 800-373-5353

Sales Quote No.	121217-D
Customer No.	CISOGATEPD

**Bill To**

City of South Gate Police Department  
8620 California Ave  
South Gate, CA 90280-3075  
United States

**Ship To**

City of South Gate Police Department  
8620 California Ave  
South Gate, CA 90280-3075  
United States

Contact: Martin Dinh  
Telephone: 323-563-5474  
E-mail:

Contact: Martin Dinh  
Telephone: 323-563-5474  
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number		
03/15/24	Installation	Destination			
Entered By	Salesperson	Ordered By	Payment Method		
Sandra Bandel	Sandra Bandel	Martin Dinh	Net 30		
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
1	3	CF-33TZ-0RAM	Panasonic Toughbook CF-33 (see details below) BSKU, Win11 Pro, Intel Core i5-1245U vPro (up to 4.4GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP3 l-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Contactless SmartCard, Barcode, Standard Batteries (2), TPM 2.0, Flat, CF-SVCPDEP3Y - 3 Year Premier Deployment, EZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, EZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, CF-SVCBIOS1 - Custom BIOS, EZ-SVCFESGEN10 - Mobility Engineering Field Service	4,230.00	12,690.00
2	3	FEE-100001	Recycle Fee for Monitors 4"-15"	4.00	12.00

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Print Time	10:03:15 AM
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Continued on Next Page

CDCE, Inc.  
 22641 Old Canal Road  
 Yorba Linda, CA 92887



# Sales Quote

Telephone: 800-373-5353

Sales Quote No.	121217-D
Customer No.	CISOGATEPD

**Bill To**

City of South Gate Police Department  
 8620 California Ave  
 South Gate, CA 90280-3075  
 United States

**Ship To**

City of South Gate Police Department  
 8620 California Ave  
 South Gate, CA 90280-3075  
 United States

Contact: Martin Dinh  
 Telephone: 323-563-5474  
 E-mail:

Contact: Martin Dinh  
 Telephone: 323-563-5474  
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number		
03/15/24	Installation	Destination			
Entered By	Salesperson	Ordered By	Payment Method		
Sandra Bandel	Sandra Bandel	Martin Dinh	Net 30		
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
3	3	WR-105014	PANASONIC: 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management.	555.00	1,665.00
4	3	PR-220118	TrimLine CF-33 Tablet (Lite port rep, Dual RF) No video outputs	1,090.00	3,270.00
5	3	PS-202013	Lind 120 Watt CF-31,33,54 DC Cig Adapter	150.00	450.00
6	3	NA-210103	TG3 Rugged keyboard w/ adjustable red backlighting and a touchpad that comes with detachable straight and coiled cords, " 83 keys " Black " Red backlighting rated for life of the product (200,000 hr LEDs) " Low cost, ultra rugged keyboard " Low profile with ergonomic design and feel " Tactile full travel key switches " Embedded multimedia functionality " IP65 rated " Chemical resistant engineered plastic resin housing and keycaps " Splash-proof touchpad with 2 sealed mouse buttons " 10 million actuations per key " Multiple standard mounting options  MFC# KBA-BLTX-U-US	205.00	615.00

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Continued on Next Page

CDCE, Inc.  
 22641 Old Canal Road  
 Yorba Linda, CA 92887



# Sales Quote

Telephone: 800-373-5353

Sales Quote No.	121217-D
Customer No.	CISOGATEPD

**Bill To**

City of South Gate Police Department  
 8620 California Ave  
 South Gate, CA 90280-3075  
 United States

**Ship To**

City of South Gate Police Department  
 8620 California Ave  
 South Gate, CA 90280-3075  
 United States

Contact: Martin Dinh  
 Telephone: 323-563-5474  
 E-mail:

Contact: Martin Dinh  
 Telephone: 323-563-5474  
 E-mail:

Quote Date	Ship Via	F.O.B.		Customer PO Number	
03/15/24	Installation	Destination			
Entered By		Salesperson		Ordered By	
Sandra Bandel		Sandra Bandel		Martin Dinh	
				Payment Method	
				Net 30	
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
7	3	ANT-141061	Airgain MULTIMAX FV 2-in-1 Sharkfin Body Mount Black 19' TNCx2 antenna designed specifically for any Panasonic rugged notebook or tablet including the CF-33 that has an embedded LTE and a dedicated GNSS modem. This antenna offers a high gain cellular/LTE antenna which includes LTE Band 14 support for FirstNet, and a GNSS antenna inside a single robust and compact housing. MFG #: AP-MME-CG-Q-S11-BL-19	185.00	555.00
8	3	VK-411117	F - Maverick 2021+ GJ FLR Southgate PD Includes Pole mount solution, tall tablet mount with quick release keyboard tray and support brace.	870.00	2,610.00
9	3	LAB-320001	Installation Customer Site  UTILIZE HEARTLAND DEPLOYMENT SERVICES  Panasonic Warranty Entitlements Martin Dinh mdinh@sogate.org 323-563-5474  Quote for x 3 2024 new Mavericks  **Purchase orders must include all part numbers, descriptions, quantities, and price. Purchase orders must also include payment terms and bill to/ship to addresses**  ***This quote is valid for 30 days from the stated Quote Date***	1,045.00	3,135.00

Print Date:	03/11/24
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Subtotal	25,002.00
Freight	295.00
10.250% Sales Tax	2,069.48
<b>Order Total</b>	<b>27,366.48</b>

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'E'

# COMMLINE inc.

13700 Cimarron Ave, Gardena, CA 90249  
 (Main) 310.390.8003 (Fax) 310.390.4893  
 www.Commlininc.com

REQUEST FOR QUOTE			
DATE:	3/15/2024	SALES REP:	Joseph Kim
		Joseph.Kim@commlininc.com	

BILL TO:		SHIP TO:	
COMPANY:	City of South Gate	COMPANY:	same
ATTENTION:	Roman Amador	ATTENTION:	
ADDRESS:	8620 California Ave	ADDRESS:	
CITY/ST/ZIP:	South Gate, CA 90280	CITY/ST/ZIP:	
PHONE:	(323) 563-5457	PHONE:	
EMAIL:	ramador@southgate.org	EMAIL:	

RE: 3 Ford Maverick PEV Install

QTY	MODEL/PART #	DESCRIPTION	UNIT COST	EXT COST
<b>Hardware</b>				
3	RLNT46Z-AMBR3H4	40-Inch, (12) Amber/White, (10) Amber, hook mount, Clear domes, Six-Button Controller With strap kit for Ford Maverick HKB-MAV22	\$ 998.75	\$ 2,996.25
3	PW100S6	Stran/Light Controller with 6-button controller/PA	\$ 631.25	\$ 1,893.75
3	SL8S-A	SIGNAL MASTER, SOLARIS, 8HD	\$ 418.75	\$ 1,256.25
3	320340	Mounting Bracket	\$ 99.23	\$ 297.68
3	SL8-001	Long L-bracket, CN SignalMaster or Latitude	\$ 39.81	\$ 119.44
3	ES100C	Speaker 100W High Output	\$ 259.04	\$ 777.12
3	ESB-U	Universal Bracket for ES100 Speaker	\$ 32.46	\$ 97.38
12	MPS31U-A	Single-color, (3) Amber LEDs Front Grill/Tail Gate	\$ 56.25	\$ 675.00
3	5025-BSS	Blade Fuse Block 6 Circuit with Ground and Cover	\$ 41.78	\$ 125.33
3	BECB594-50A	50 Amp Circuit Breaker with Switch Button Manual Reset, 12V - 48V DC, Waterproof 50A dc Breakers	\$ 32.49	\$ 97.46
3	83-0115	Heat Shrink Nighbar Cable Gasket	\$ 23.60	\$ 70.80
150	3CNDW	conductor wire/wire harness for perimeter lights	\$ 1.88	\$ 281.25
3	MISC	Miscellaneous Wires, connectors, looms, etc	\$ 50.00	\$ 150.00
<b>Hardware Subtotal</b>			\$ -	\$ 8,837.70
<b>Labor</b>				
3	Labor ID	Installation of Light bar, PA, and perimeter lights	\$ 1,290.00	\$ 3,870.00
<b>Labor Subtotal</b>			\$ -	\$ 3,870.00
Note:		Quote valid for 30 days.		
			<b>Hardware</b>	\$ 8,837.70
			<b>Sales Tax (9.5%)</b>	\$ 839.58
			<b>Labor</b>	\$ 3,870.00
			<b>Freight</b>	\$ 244.90
			<b>GRAND TOTAL</b>	\$ 13,792.26

SPECIAL NOTES:	Customer Approval Signature	PO #	Date
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MAY 07 2024

8:30AM

# City of South Gate

## CITY COUNCIL

# AGENDA BILL

For the Regular Meeting of: May 14, 2024

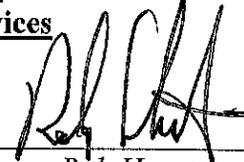
Originating Department: Administrative Services

Department Director:



Wendy O'Kelly

City Manager:



Rob Houston

**SUBJECT: SUBSCRIPTION RENEWAL WITH CARAHSOFT FOR ANNUAL PALO ALTO NETWORK SECURITY FIREWALL SUPPORT AND SUBSCRIPTION SERVICES**

**PURPOSE:** To authorize this subscription renewal with CARAHSOFT to provide continued network security firewall support and related subscription services for City Hall and other City facilities.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving a firewall support and subscription renewal with CARAHSOFT for an 18-month term in the amount of \$94,577.09; and
- b. Authorizing the issuance of a Purchase Order to CARAHSOFT for this support and license renewal.

**FISCAL IMPACT:** Funds for this agreement are in the Fiscal Year 2023-2024 Adopted Budget in the Information Technology Fund.

**ANALYSIS:** Network security firewall support is a critical component of the City's IT infrastructure and must remain current with the proper support to safeguard the City's assets against security breaches. The procurement method recommended by staff is an 18-month co-terminus subscription renewal for all five (5) City firewalls, utilizing an existing California Multiple Award Schedules (CMAS #: 3-20-70-2247G) contract with CARAHSOFT that contains a piggy-back clause allowing other government agencies to take advantage of CMAS purchasing power. The firewall subscription renewal is paid on an annual basis.

The City currently has twenty-nine (29) network servers that perform specific functions, such as:

- Enterprise Resource Planning (Financials)
- Online billing
- Cashiering
- File Sharing
- Print Serving

- Administration of Section 8 Housing
- Public Works maintenance Management System

**BACKGROUND:** The City has utilized Palo Alto Networks for the past four years for its firewall security because they specialize in network security for the public sector and provide comprehensive network protection solution that covers malware prevention, early threat detection, and through traffic analysis. These Next Generation Firewalls (NGFW) leverage features designed with multi-layers of security to protect against sophisticated threats and attacks.

Network firewalls are a critical security component that monitors and controls network traffic based on defined security rules, serving as the primary security barrier between the trusted City network and untrusted outside networks. Benefits of the firewall include:

- Geo-IP Filtering: Allowing rules that restrict inbound traffic from countries known as cybersecurity threats.
- Outbound website Filtering: Blocks access to inappropriate external websites and sites known for malware.
- Application and User Access Control: Enables rules to be configured for specific software applications and users.
- Intrusion Prevention Systems: Filters out malicious activity before it reaches other security devices or controls.
- Ability to use external intelligence sources: Receives regular updates which immediately allow the firewall to automatically enforce policies based on the latest threat activity advisories distributed by a high-trust organization.

**ATTACHMENT:** Quote from Carahsoft

# GOVERNMENT PRICE QUOTATION



**CARAHSOFT TECHNOLOGY CORP**  
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468  
 WWW.CARAHSOFT.COM/PALOALTONETWORKS |  
 PALOALTONETWORKS@CARAHSOFT.COM



**TO:** James Leabres  
 City of South Gate  
 8650 California Ave  
 South Gate, CA 90280 USA

**FROM:** Caitlin Ritchie  
 Palo Alto Network Government Solutions Team  
 at Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** jleabres@sogate.org

**EMAIL:** Caitlin.Ritchie@carahsoft.com

**PHONE:** (323) 583-9561

**PHONE:** (571) 662-4756

**FAX:** (703) 871-8505

**TERMS:** Contract Number: CMAS # 3-20-70-2247G  
 Term: 3/27/2020 - 8/21/2028  
 Delivery: 30 Days ARO  
 Payment Terms: Net 45  
 Credit Cards: Cal-Card Accepted  
 Delivery: FOB Destination  
 Tax: State Sales Tax as Required  
 Business Size: Large  
 Sales Tax May Apply

**QUOTE NO:** 42739284  
**QUOTE DATE:** 04/30/2024  
**QUOTE EXPIRES:** 05/30/2024  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$94,556.97  
**TOTAL QUOTE:** \$94,556.97

**Palo Alto Networks is currently experiencing lead times of 4-10 weeks for all PANW hardware and associated accessories.**

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	PAN-PA-820-GP-R	GlobalProtect subscription renewal, PA-820 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 012001047325	LIST: \$1,241.79 CONTR: \$1,077.28	\$1,229.37	GSA 1	\$1,229.37
2	PAN-PA-820-ADVURL-R	Subscription Advanced URL Filtering, 1-year, Renewal, PA-820 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 012001047325	LIST: \$2,152.55 CONTR: \$1,605.94	\$2,131.02	GSA 1	\$2,131.02
3	PAN-PA-820-AWF-R	Advanced WildFire subscription renewal, PA-820 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 012001047325	LIST: \$2,152.55 CONTR: \$1,605.94	\$2,131.02	GSA 1	\$2,131.02
4	PAN-PA-820-ATP-R	Advanced Threat Prevention subscription renewal, PA-820 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 012001047325	LIST: \$2,152.55 CONTR: \$1,605.94	\$2,131.02	GSA 1	\$2,131.02
5	PAN-SVC-PREM-3220-R	Premium support renewal, PA-3220 Start Date: 01/10/2024 End Date: 09/30/2025 Serial #: 016201028251	LIST: \$6,624.11 CONTR: \$3,840.30	\$6,557.86	GSA 1	\$6,557.86
6	PAN-PA-3220-GP-R	GlobalProtect subscription renewal, PA-3220 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 016201028354	LIST: \$4,921.18 CONTR: \$4,269.22	\$4,871.96	GSA 1	\$4,871.96
7	PAN-PA-3220-ATP-R	Advanced Threat Prevention subscription renewal, PA-3220 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 016201028354	LIST: \$8,583.45 CONTR: \$6,393.84	\$8,497.61	GSA 1	\$8,497.61
8	PAN-PA-3220-ADVURL-R	Subscription Advanced URL Filtering, 1-year, Renewal, PA-3220 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 016201028354	LIST: \$8,583.45 CONTR: \$6,393.84	\$8,497.61	GSA 1	\$8,497.61

# GOVERNMENT PRICE QUOTATION



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LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
9	PAN-SVC-PREM-3220-R	Premium support renewal, PA-3220 Start Date: 01/10/2024 End Date: 09/30/2025 Serial #: 016201028354	LIST: \$6,624.11 CONTR: \$3,840.30	\$6,557.86	GSA 1	\$6,557.86
10	PAN-PA-3220-AWF-R	Advanced WildFire subscription renewal, PA-3220 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 016201028354	LIST: \$8,570.08 CONTR: \$6,393.85	\$8,484.37	GSA 1	\$8,484.37
11	PAN-PA-3220-GP-R	GlobalProtect subscription renewal, PA-3220 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 016201028356	LIST: \$4,921.18 CONTR: \$4,269.22	\$4,871.96	GSA 1	\$4,871.96
12	PAN-PA-3220-AWF-R	Advanced WildFire subscription renewal, PA-3220 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 016201028356	LIST: \$8,570.08 CONTR: \$6,393.85	\$8,484.37	GSA 1	\$8,484.37
13	PAN-SVC-PREM-3220-R	Premium support renewal, PA-3220 Start Date: 01/10/2024 End Date: 09/30/2025 Serial #: 016201028356	LIST: \$6,624.11 CONTR: \$3,840.30	\$6,557.86	GSA 1	\$6,557.86
14	PAN-PA-3220-ATP-R	Advanced Threat Prevention subscription renewal, PA-3220 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 016201028356	LIST: \$8,583.45 CONTR: \$6,393.84	\$8,497.61	GSA 1	\$8,497.61
15	PAN-PA-3220-ADVURL-R	Subscription Advanced URL Filtering, 1-year, Renewal, PA-3220 Start Date: 05/30/2024 End Date: 09/30/2025 Serial #: 016201028356	LIST: \$8,583.45 CONTR: \$6,393.84	\$8,497.61	GSA 1	\$8,497.61
16	PAN-SVC-PREM-3220-R	Premium support renewal, PA-3220 Start Date: 01/10/2024 End Date: 09/30/2025 Serial #: 016201028400	LIST: \$6,624.11 CONTR: \$3,840.30	\$6,557.86	GSA 1	\$6,557.86
<b>SUBTOTAL:</b>						<b>\$94,556.97</b>
<b>TOTAL PRICE:</b>						<b>\$94,556.97</b>
<b>TOTAL QUOTE:</b>						<b>\$94,556.97</b>

The products and services listed in this quotation are subject to the terms and conditions per the Palo Alto Networks EULA located at [www.paloaltonetworks.com/content/dam/pan/en\\_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf](http://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf)

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CITY MANAGER'S OFFICE

MAY 08 2024

8:37am

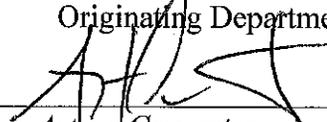
City of South Gate  
CITY COUNCIL

AGENDA BILL

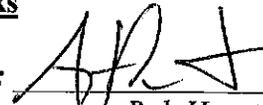
For the Regular Meeting of: May 14, 2024

Originating Department: Public Works

Department Director:

  
Arturo Cervantes

City Manager:

 FOR ROB HOUSTON  
Rob Houston

**SUBJECT: NOTICE OF COMPLETION FOR THE CONSTRUCTION OF THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE I, II AND III, CITY PROJECT NO. 662-ST, THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE VIII, CITY PROJECT NO. 659-ST, AND THE WATER MAIN REPLACEMENT, CITY PROJECT NO. 689-WTR (THE RESIDENTIAL RESURFACING PROJECT)**

**PURPOSE:** The Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST, the Citywide Sidewalk Improvement Project, Phase VIII, City Project No. 659-ST, and the Water Main Replacement, City Project No. 689-WTR project (“Residential Resurfacing Project”) are complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the Project and issue public notice of such, prior to releasing the retention payment.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Accepting completion of construction of the, (i) Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST, (ii) Citywide Sidewalk Improvement, Phase VIII, City Project No. 659-ST, and (iii) Water Main Replacement, City Project No. 689-WTR, effective May 10, 2024, constructed by Sequel Contractors, Inc.;
- b. Directing the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder’s Office;
- c. Approving Contract Change Order No. 4 to Contract No. 2022-121-CC with Sequel Contractors, Inc., which is necessary to adjust the payment on work completed under Contract Change Order Nos. 1, 2 and 3, due to an increase or decrease in constructed quantities, for a net contract reduction of \$54,926;
- d. Approving Contract Change Order No. 5 to Contract No. 2022-121-CC with Sequel Contractors, Inc., which is necessary to adjust the payment on the original contract amount, due to an increase or decrease in constructed quantities, for a net contract reduction of \$169,262; and
- e. Authorizing the Assistant City Manager/Director of Public Works to execute Contract Change Order Nos. 4 and 5 to Contract No. 2022-121-CC.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. Contract Change Order (“CCO”) Nos. 4 and 5 provide a net contract reduction of \$54,926 and \$169,262, respectively, for a net contract amount of \$7,474,459 as summarized on the next page. The Residential Resurfacing Project is funded with \$11,699,509 and various funding sources, as summarized in Attachment “G.”

<b>Contract Actions</b>	<b>Total</b>
Construction Contract	\$7,805,605
Change Order No. 1	\$265,086
Change Order No. 2	(\$838,868)
Change Order No. 3	\$466,823
Change Order 4	(\$54,926)
Change Order 5	(\$169,262)
<b>Total</b>	<b>\$7,474,459</b>

**ANALYSIS:** Construction of the Residential Resurfacing Project is complete, and staff is preparing to release the final payment to Sequel Contractors, Inc. Public Contract Code Section 7107 establishes that the City must accept the completion of construction and issue a public notice of such prior to releasing the final payment on construction projects. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on the Residential Resurfacing Project. The City may use a part, or all, of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention and any remaining amounts due to the Contractor.

CCO Nos. 4 and 5 require approval to close out the contract. These change orders were necessary to, (a) adjust payment by increasing or decreasing contract quantities to reflect the quantities of work actually performed in the field, and (b) to fund additional improvements which were necessary to address field issues which required changes to the design and construction. In summary, CCO Nos. 4 and 5 include \$314,271 in additional costs and \$538,459 in deducted work, with a summary following:

- CCO No. 4 - This change order includes, (a) \$160,658 for additional improvements including: pavement markings, pavement repairs, water stops/valves, and upgrading curb ramps/sidewalk on Kansas Avenue and Cherokee Avenue, and (b) a reduction of \$215,584 for what was not performed because it was deemed not needed for construction. The net contract reduction is \$54,926.
- CCO No. 5 – This change order reconciles the difference between the contract bid quantities and the actual quantity of work constructed in the field. It provides \$153,613 to fund construction quantity increases, and a reduction of \$322,875 for work that was not needed to complete construction. The net contract reduction is \$169,262.

Contract No. 2022-121-CC required a 5% retention be held from construction invoice payments, which totaled \$373,723 and released within 60 days of completion of the work. Construction was completed on May 10, 2024; thus, the retention payment is due July 10, 2024. The City and Sequel agreed that 50% of the retention amount would be released once the City Council approved the Notice of Completion, and the balance would be released on July 10, 2024.

**BACKGROUND:** The 5-Year Capital Improvement Program provides funding annually for street and water system improvements on residential streets under the following annual projects: (a) the Citywide Residential Resurfacing Project, (b) the Citywide Sidewalk Improvements (“Sidewalk Improvements”) Project, and (c) the Water Main Replacement (Water Improvements) Project. These projects propose improvements to rehabilitate road pavements, fix sidewalks, and upgrade aging water main on residential streets. The City Council awarded a construction contract to construct the projects under one consolidated contract.

On November 22, 2022, the City Council approved Contract No. 2022-121-CC with Sequel Contractors, Inc. in the amount of \$7,805,930 for the construction of the Residential Resurfacing Project. Construction began on March 20, 2023, and was completed on May 10, 2024. The Contractor has met all the contract obligations. Work was performed in accordance with the approved specifications with acceptable quality and workmanship.

On November 28, 2023, three change orders were administratively approved to reduce the total contract amount by \$106,959. Change Order No. 1 was processed to install additional sidewalk, curb ramps, driveways, and cross gutter improvements. Change Order No. 2 revised the design pavement thickness to keep the project within budget, after it was discovered in the field that the existing pavement had fabric which is costly to remove. Change Order No. 3 funded additional pavement and concrete improvements to address constructability and unforeseen field issues. The total revised amount of the construction contract is \$7,698,646 inclusive of CCO Nos. 1 thru 3.

The City Council may now accept the construction of the Project as complete, and the Notice of Completion can now be filed with the Los Angeles County Registrar Recorder’s Office.

- ATTACHMENTS:**
- A. Notice of Completion
  - B. Proposed Change Order Nos. 4 and 5
  - C. Change Order Nos. 1, 2 and 3
  - D. Contract No. 2022-121-CC
  - E. Location Map
  - F. Budget Summary

KT:lc

## RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE  
 CITY OF SOUTH GATE  
 8650 CALIFORNIA AVENUE  
 SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
- 2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue South Gate, CA 90280	In Fee

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)

- 4 A work of improvement on the property hereinafter described was COMPLETED ON May 10, 2024

- 5 The name of the CONTRACTOR, if any, for such work of improvement was Sequel Contractors, Inc., 13546 Imperial Highway, Santa Fe Springs, CA 90670

- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

**THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE I, II AND III, CITY PROJECT NO. 662-ST, THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE VIII, CITY PROJECT NO. 659-ST, AND THE WATER MAIN REPLACEMENT, CITY PROJECT NO. 689-WTR (THE RESIDENTIAL RESURFACING PROJECT)**

- 7 The street and address of said property is: 8620 California Ave,  
South Gate, CA 90280 Dated: May 14, 2024

- 8 Signature of \_\_\_\_\_ }  
 \_\_\_\_\_ }  
 \_\_\_\_\_ }

Owner or Owners

Gil Hurtado, Mayor  
City of South Gate

***A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.***

STATE OF CALIFORNIA            }  
                                                  }  
COUNTY OF LOS ANGELES       }

SS

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

Signature: \_\_\_\_\_

Place Notary Seal Above

City of South Gate, Public Works Department  
**Contract Change Order**



**Date:** 3/5/2024 **Change Order No** 004 **Account/Contract No.** 2022-121-CC

**Contractor:** Sequel Contractors, Inc. **Account Code** 311-790-31-9582

**Contract Date:** 12/13/2022 **Account Code** 311-790-39-9480

**Plan Reference:** Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST

**Change Order Amount :** \$ (80,770.74) Extension of Contract, if warranted 13 working days

**Reason for Change:** Repair of non-operational streetlight conduit on Elizabeth Ave and Independence Ave ;  
Omitted service connection at Stanford School and Fire Service ; Sand backfill credit for using native sand ;  
Striping plans did not conform to several City standards and require modifications ; Emergency shut-down of 4" WL at  
State Ave and Cherokee Ave. ; Repair to sink hold on Garfield and Misc.. Supplemental Balancing CCO

**Description of Change:** Investigate, and repaired damage deteriorated conduits and conductors for the non-working  
streetlight [\$4,919.74] ; Installing 6" Fire Service and 4" water service connection to Stanford School [\$13,202.75] ;  
Sand backfill credit for using native sand as backfill material of the WL trench [- \$17,538.72] ; Revised and updated striping plans  
to City Standard Plans, including merge taper and continental cross-walk design [\$15,827.96] ; Emergency Shut-down repair  
at Cherokee Ave & State Blvd [\$3,378.45] ; Remainder Balancing CCOs [- \$109,294.35] ; Garfield Repair [\$8,733.43]

Original Contract Amount	<u>\$7,805,605.00</u>
Total of previous authorized Change Orders	<u>(\$106,959)</u>
New Change Order Amount	<u>\$ (80,770.74)</u>
New Contract Amount	<u>\$7,617,875.05</u>

The Changes described above are hereby authorized.

Approved:

\_\_\_\_\_  
 Kenneth Tang  
 Project Engineer

\_\_\_\_\_  
 Mike Mahler  
 Contractor Sequel Contractors, Inc. Vice President

\_\_\_\_\_  
 Luis Osuna  
 Deputy City Engineer-

\_\_\_\_\_  
 By Authorized Agent

\_\_\_\_\_  
 Chris Jeffers  
 City Manager

\_\_\_\_\_  
 Mo Rousta, P.E.  
 Resident Engineer

Original - Project File  
 CC: - Contractor  
 - Department



**City of South Gate, Public Works Department**  
**Contract Change Order**



**Date:** 5/7/2024 **Change Order No** 005 **Account/Contract No.** 2022-121-CC  
**Contractor:** Sequel Contractors, Inc. **Account Code** 311-790-31-9582  
**Contract Date:** 12/13/2022 **Account Code** 311-790-39-9480  
**Plan Reference:** Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST  
**Change Order Amount :** \$ (169,262.22) Extension of Contract, if warranted 0 working days  
**Reason for Change:** Balancing Bid Schedule Quantities for amount >125% and below <75% based on agreed  
adjusted unit cost. Contractor agreed to no increase or decrease in contract unit cost.  
**Description of Change:** Includes all savings from bid items in schedule - \$ (169,545.14)

Original Contract Amount	<u>\$7,805,605.00</u>
Total of previous authorized Change Orders	<u>(\$161,885)</u>
New Change Order Amount	<u>\$ (169,262.22)</u>
New Contract Amount	<u>\$7,474,457.99</u>

**The Changes described above are hereby authorized.**

Approved:

\_\_\_\_\_  
 Kenneth Tang  
 Project Engineer

\_\_\_\_\_  
 Mike Mahler  
 Contractor Sequel Contractors, Inc. Vice President

\_\_\_\_\_  
 Luis Osuna  
 Deputy City Engineer-

\_\_\_\_\_  
 By Authorized Agent

\_\_\_\_\_  
 Chris Jeffers  
 City Manager

\_\_\_\_\_  
 Mo Rousta, P.E.  
 Resident Engineer

Original - Project File  
 CC: - Contractor  
 - Department



Date: 5/7/2024 Change Order No 005  
 Contractor: Saquel Contractors, Inc.  
 Contract Date: 12/13/2022

Account/Contract No. 2022-121-CC  
 Account Code 311-790-31-9582  
 Account Code 311-790-39-9480

Plan Reference: Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST

Item No.	Description	Contract Quantity	Actual Quantity	Overun / Underun Quantity	Quantity < 75% and > 125%	Unit	Contract Unit Cost	Adjusted Unit Cost	Delta Unit Cost	Addl. Change Order Cost	Schedule Adjustment (Cost)
<b>SCHEDULE A - PHASE I</b>											
6	ADJUST MANHOLE FRAME AND COVER	57	61	4	0	EA	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ 3,400.00
7	ADJUST VALVE BOX AND COVER	81	151	70	487.75	EA	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 17,500.00
8	COLD MILL 2.5-INCH	463749	469911	6162	0	SF	\$ 0.50	\$ 0.50	\$ -	\$ -	\$ 3,081.00
10	2.5 INCH OVERLAY (WITH LEVELING COURSE)	463749	469911	6162	0	SF	\$ 2.20	\$ 2.20	\$ -	\$ -	\$ 13,556.40
14	INSTALL TRUNCATED DOMES	3	2	-1	0.25	EA	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ (800.00)
15	CONSTRUCT CONCRETE CROSS GUTTER	3132	3951.8	819.8	36.8	SF	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ 16,396.00
16	CONSTRUCT CONCRETE CROSS GUTTER	3132	3951.8	819.8	36.8	SF	\$ 15.00	\$ 15.00	\$ -	\$ -	\$ 12,297.00
17	ADJUST PULL BOX	1	0	-1	0.75	EA	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ (500.00)
18	REMOVE CURB RAMP	19	18	-1	0	EA	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ (2,000.00)
19	CONSTRUCT ADA CURB RAMP	19	18	-1	0	EA	\$ 3,600.00	\$ 3,600.00	\$ -	\$ -	\$ (3,600.00)
20	REMOVE 12" WIDE 8" THICK AC	2963	1411.05	-1651.95	811.25	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ (21,727.30)
21	CONSTRUCT 12" WIDE 8" THICK AC	2963	1411.05	-1651.95	811.25	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (18,623.40)
22	REMOVE AND REPLACE SIGN AND POST	3	0	-3	2.25	EA	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ (975.00)
57	ADJUST VALVE BOX AND COVER	20	12	-8	3	EA	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ (2,000.00)
59	COLD MILL 2.5-INCH	103769	106361	2592	0	SF	\$ 0.50	\$ 0.50	\$ -	\$ -	\$ 1,296.00
60	2.5 INCH OVERLAY (WITH LEVELING COURSE)	103769	106361	2592	0	SF	\$ 2.60	\$ 2.60	\$ -	\$ -	\$ 6,687.20
64	REMOVE CONCRETE CROSS GUTTER	661	592.75	-68.25	0	SF	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ (1,365.00)
65	CONSTRUCT CONCRETE CROSS GUTTER	661	592.75	-68.25	0	SF	\$ 15.00	\$ 15.00	\$ -	\$ -	\$ (1,023.75)
67	REMOVE CURB RAMP	7	6	-1	0	EA	\$ 1,700.00	\$ 1,700.00	\$ -	\$ -	\$ (1,700.00)
68	CONSTRUCT ADA CURB RAMP	7	6	-1	0	EA	\$ 4,400.00	\$ 4,400.00	\$ -	\$ -	\$ (4,400.00)
69	REMOVE 12" WIDE 12" THICK AC	687	270	-417	245.25	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ (5,835.00)
70	CONSTRUCT 12" WIDE 12" THICK AC	687	270	-417	245.25	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (5,004.00)
73	REMOVE CONCRETE CURB	204	230.5	26.5	1	LF	\$ 38.00	\$ 38.00	\$ -	\$ -	\$ 1,007.00
75	REMOVE CONCRETE DRIVEWAY	178	223.5	45.5	1	SF	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ 455.00
76	REMOVE CONCRETE CURB	86	86	0	0	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ 1,020.00
77	CONSTRUCT CONCRETE CURB	204	230.5	26.5	0	SF	\$ 42.00	\$ 42.00	\$ -	\$ -	\$ 1,113.00
79	CONSTRUCT CONCRETE DRIVEWAY	178	223.5	45.5	1	SF	\$ 11.50	\$ 11.50	\$ -	\$ -	\$ 524.60
80	CONSTRUCT CONCRETE DRIVEWAY	71	86	15	0	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ 180.00
85	REMOVE CONCRETE CURB	71	7.5	-63.5	48.75	LF	\$ 38.00	\$ 38.00	\$ -	\$ -	\$ (2,413.00)
87	REMOVE CONCRETE SIDEWALK	23	50.4	27.4	21.65	SF	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ 274.00
89	REMOVE CONCRETE CROSS GUTTER	650	0	-650	487.5	LF	\$ 42.00	\$ 42.00	\$ -	\$ -	\$ (13,000.00)
90	CONSTRUCT CONCRETE CURB	71	7.5	-63.5	48.75	LF	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ (2,867.00)
92	CONSTRUCT CONCRETE SIDEWALK	23	50.4	27.4	21.65	SF	\$ 11.50	\$ 11.50	\$ -	\$ -	\$ 315.10
94	CONSTRUCT CONCRETE CROSS GUTTER	650	0	-650	487.5	SF	\$ 15.00	\$ 15.00	\$ -	\$ -	\$ (9,750.00)
96	REMOVE CURB RAMP	4	0	-4	3	EA	\$ 1,700.00	\$ 1,700.00	\$ -	\$ -	\$ (6,800.00)
97	CONSTRUCT ADA CURB RAMP	4	0	-4	3	EA	\$ 4,400.00	\$ 4,400.00	\$ -	\$ -	\$ (17,600.00)
98	REMOVE 12" WIDE 12" THICK AC	630	0	-630	472.5	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ (8,820.00)
99	CONSTRUCT 12" WIDE 12" THICK AC	630	0	-630	472.5	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (7,560.00)
100	REMOVE AND REPLACE SIGN AND POST	3	0	-3	2.25	EA	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ (975.00)
106	ADJUST VALVE BOX AND COVER	17	20	3	0	EA	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 750.00
108	COLD MILL 2.5-INCH	122118	125314	3196	0	SF	\$ 0.50	\$ 0.50	\$ -	\$ -	\$ 1,598.00
109	2.5 INCH OVERLAY (WITH LEVELING COURSE)	122118	125314	3196	0	SF	\$ 2.60	\$ 2.60	\$ -	\$ -	\$ 8,309.60
113	REMOVE CONCRETE CROSS GUTTER	983	1003.25	20.25	0	SF	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ 405.00
114	CONSTRUCT CONCRETE CROSS GUTTER	983	1003.25	20.25	0	SF	\$ 15.00	\$ 15.00	\$ -	\$ -	\$ 303.75
118	REMOVE 12" WIDE 12" THICK AC	1009	392	-617	364.75	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ (8,638.00)
119	CONSTRUCT 12" WIDE 12" THICK AC	1009	392	-617	364.75	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (7,404.00)
120	REMOVE AND REPLACE SIGN AND POST	2	0	-2	1.5	EA	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ (650.00)
122	REMOVE CONCRETE CURB	92	102	10	0	LF	\$ 38.00	\$ 38.00	\$ -	\$ -	\$ 380.00
124	REMOVE CONCRETE SIDEWALK	307	420	113	36.25	SF	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ 1,130.00
126	CONSTRUCT CONCRETE CURB	92	102	10	0	LF	\$ 42.00	\$ 42.00	\$ -	\$ -	\$ 420.00
128	CONSTRUCT CONCRETE SIDEWALK	307	420	113	36.25	SF	\$ 11.50	\$ 11.50	\$ -	\$ -	\$ 1,299.50
134	REMOVE CONCRETE CURB	67	80	13	8	LF	\$ 38.00	\$ 38.00	\$ -	\$ -	\$ 494.00
136	REMOVE CONCRETE SIDEWALK	248	178	-70	487.5	SF	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ (700.00)
138	REMOVE CONCRETE CROSS GUTTER	650	0	-650	487.5	SF	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ (13,000.00)
139	CONSTRUCT CONCRETE CURB	67	80	13	0	LF	\$ 42.00	\$ 42.00	\$ -	\$ -	\$ 546.00
141	REMOVE CONCRETE DRIVEWAY	248	178	-70	8	SF	\$ 11.50	\$ 11.50	\$ -	\$ -	\$ (805.00)
143	CONSTRUCT CONCRETE DRIVEWAY	650	0	-650	487.5	SF	\$ 15.00	\$ 15.00	\$ -	\$ -	\$ (9,750.00)
145	REMOVE CURB RAMP	3	0	-3	2.25	EA	\$ 1,700.00	\$ 1,700.00	\$ -	\$ -	\$ (5,100.00)
146	CONSTRUCT ADA CURB RAMP	3	0	-3	2.25	EA	\$ 4,400.00	\$ 4,400.00	\$ -	\$ -	\$ (13,200.00)
147	REMOVE 12" WIDE 12" THICK AC	610	0	-610	487.5	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ (8,540.00)
148	CONSTRUCT 12" WIDE 12" THICK AC	610	0	-610	487.5	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (7,320.00)
149	REMOVE AND REPLACE SIGN AND POST	1	0	-1	0.75	EA	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ (325.00)
<b>SCHEDULE B - PHASE II</b>											
6	ADJUST MANHOLE FRAME AND COVER	19	20	1	0	EA	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ 850.00
7	ADJUST VALVE BOX AND COVER	37	54	17	7.75	EA	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 4,250.00
9	COLD MILL 2.5-INCH	175751.9	178893.5	3141.6	0	SF	\$ 0.50	\$ 0.50	\$ -	\$ -	\$ 1,570.80
10	2.5 INCH OVERLAY (WITH LEVELING COURSE)	175751.9	178893.5	3141.6	0	SF	\$ 2.20	\$ 2.20	\$ -	\$ -	\$ 6,911.52
14	INSTALL TRUNCATED DOMES	2	0	-2	1.5	EA	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ (1,600.00)
17	ADJUST PULL BOX	1	0	-1	0.75	EA	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ (500.00)

20	REMOVE 12" WIDE 12" THICK AC	258	916	658	593.5	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ 9,212.00
21	CONSTRUCT 12" WIDE 12" THICK AC	258	916	658	593.5	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ 7,896.00
22	REMOVE AND REPLACE SIGN AND POST	2	0	-2	1.5	EA	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ (650.00)
57	ADJUST VALVE BOX AND COVER	8	0	1	0	EA	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00
59	COLD MILL 2.5-INCH	52175	52938	763	0	SF	\$ 0.50	\$ 0.50	\$ -	\$ -	\$ 381.39
60	2.5 INCH OVERLAY (WITH LEVELING COURSE)	62175	52938	763	0	SF	\$ 2.65	\$ 2.65	\$ -	\$ -	\$ 2,021.85
69	REMOVE 12" WIDE 12" THICK AC	94	103	9	0	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ 126.00
70	CONSTRUCT 12" WIDE 12" THICK AC	94	103	9	0	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ 108.00
71	REMOVE AND REPLACE SIGN AND POST	3	0	-3	2.25	EA	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ (975.00)
74	REMOVE CONCRETE CURB AND GUTTER	86	94	8	0	LF	\$ 60.00	\$ 50.00	\$ -	\$ -	\$ 400.00
75	REMOVE CONCRETE SIDEWALK	499	615	116	0	SF	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ 1,160.00
76	REMOVE CONCRETE DRIVEWAY	54	0	-54	40.5	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (648.00)
78	CONSTRUCT CONCRETE CURB AND GUTTER	66	94	8	0	LF	\$ 47.00	\$ 47.00	\$ -	\$ -	\$ 376.00
79	CONSTRUCT CONCRETE SIDEWALK	499	616	119	0	SF	\$ 11.50	\$ 11.60	\$ -	\$ -	\$ 1,334.00
80	CONSTRUCT CONCRETE DRIVEWAY	54	0	-54	40.5	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (648.00)
85	REMOVE CONCRETE CURB	51	52	1	0	LF	\$ 38.00	\$ 38.00	\$ -	\$ -	\$ 38.00
86	REMOVE CONCRETE CURB AND GUTTER	48	40	-8	0	LF	\$ 60.00	\$ 50.00	\$ -	\$ -	\$ (400.00)
87	REMOVE CONCRETE SIDEWALK	280	299	8	0	SF	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ 80.00
88	REMOVE CONCRETE DRIVEWAY	67	0	-67	60.25	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (804.00)
89	REMOVE CONCRETE CROSS GUTTER	975	0	-975	731.25	SF	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ (19,500.00)
90	CONSTRUCT CONCRETE CURB	51	52	1	0	LF	\$ 42.00	\$ 42.00	\$ -	\$ -	\$ 42.00
91	CONSTRUCT CONCRETE CURB AND GUTTER	48	40	-8	0	LF	\$ 47.00	\$ 47.00	\$ -	\$ -	\$ (376.00)
92	CONSTRUCT CONCRETE SIDEWALK	280	298	6	0	SF	\$ 11.50	\$ 11.50	\$ -	\$ -	\$ 89.00
93	CONSTRUCT CONCRETE DRIVEWAY	67	0	-67	60.25	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (804.00)
94	REMOVE CONCRETE CURB AND GUTTER	975	0	-975	731.25	SF	\$ 15.00	\$ 16.00	\$ -	\$ -	\$ (14,625.00)
98	REMOVE 12" WIDE 12" THICK AC	820	0	-820	615	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ (11,480.00)
99	CONSTRUCT 12" WIDE 12" THICK AC	820	0	-820	615	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (9,840.00)
106	ADJUST VALVE BOX AND COVER	6	3	-3	1.5	EA	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ (750.00)
108	COLD MILL 2.5-INCH	33958	34280	322	0	SF	\$ 0.50	\$ 0.50	\$ -	\$ -	\$ 161.00
109	2.5 INCH OVERLAY (WITH LEVELING COURSE)	33958	34280	322	0	SF	\$ 2.65	\$ 2.65	\$ -	\$ -	\$ 853.30
115	ADJUST PULL BOX	1	0	-1	0.75	EA	\$ 500.00	\$ 600.00	\$ -	\$ -	\$ (500.00)
118	REMOVE 12" WIDE 12" THICK AC	55	69	14	0.25	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ 196.00
119	CONSTRUCT 12" WIDE 12" THICK AC	55	69	14	0.25	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ 168.00
122	REMOVE CONCRETE CURB	109	88	-23	0	LF	\$ 38.00	\$ 38.00	\$ -	\$ -	\$ (874.00)
125	REMOVE CONCRETE DRIVEWAY	138	90	-48	13.5	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (676.00)
126	CONSTRUCT CONCRETE CURB	109	88	-23	0	LF	\$ 42.00	\$ 42.00	\$ -	\$ -	\$ (966.00)
129	CONSTRUCT CONCRETE DRIVEWAY	0	90	90	90	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ 1,080.00
134	REMOVE CONCRETE CURB	47	20	-27	15.25	LF	\$ 38.00	\$ 38.00	\$ -	\$ -	\$ (1,026.00)
139	CONSTRUCT CONCRETE CURB	47	20	-27	15.25	LF	\$ 42.00	\$ 42.00	\$ -	\$ -	\$ (1,134.00)
145	REMOVE CURB RAMP	2	0	-2	1.5	EA	\$ 1,700.00	\$ 1,700.00	\$ -	\$ -	\$ (3,400.00)
146	CONSTRUCT ADA CURB RAMP	2	0	-2	1.5	EA	\$ 4,400.00	\$ 4,400.00	\$ -	\$ -	\$ (8,800.00)
147	REMOVE 12" WIDE 12" THICK AC	40	0	-40	30	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ (560.00)
148	CONSTRUCT 12" WIDE 12" THICK AC	40	0	-40	30	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (480.00)
149	REMOVE AND REPLACE SIGN AND POST	2	0	-2	1.5	EA	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ (650.00)
<b>SCHEDULE C - PHASE III</b>											
7	ADJUST VALVE BOX AND COVER	32	35	3	0	EA	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 750.00
9	COLD MILL 2.5-INCH	221829	225245	3416	0	SF	\$ 0.50	\$ 0.50	\$ -	\$ -	\$ 1,708.00
10	2.5 INCH OVERLAY (WITH LEVELING COURSE)	221829	225245	3416	0	SF	\$ 2.20	\$ 2.20	\$ -	\$ -	\$ 7,515.20
14	INSTALL TRUNCATED DOME'S	4	2	-2	1	EA	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ (1,600.00)
20	REMOVE 12" WIDE 12" THICK AC	340	178	-162	77	SF	\$ 14.00	\$ 14.00	\$ -	\$ -	\$ (2,268.00)
21	CONSTRUCT 12" WIDE 12" THICK AC	340	178	-162	77	SF	\$ 12.00	\$ 12.00	\$ -	\$ -	\$ (1,944.00)
22	REMOVE AND REPLACE SIGN AND POST	4	0	-4	3	EA	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ (1,300.00)
<b>Schedule D - Phase I</b>											
204	INSTALL 1" WATER METER	142	0	-142	106.5	EA	\$ 136.00	\$ 136.00	\$ -	\$ -	\$ (19,170.00)
205	INSTALL 1" COPPER WATER SERVICE LINE (SHORT)	71	74	3	0	EA	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 10,500.00
<b>MISCELLANEOUS BALANCING</b>											
A	Discrepancy Contract Balancing	1	1	0	0	LS	\$ 282.92	\$ 282.92	\$ -	\$ -	\$ 282.92
											\$ (169,262.22)

Total Change Order Amount \$ (169,262.22)

City of South Gate, Public Works Department  
**Contract Change Order**



Date: 8/22/2023 Change Order No. 001 Account/Contract No. 2022-121-CC

Contractor: Sequel Contractors, Inc. Account Code 311-790-31-9582

Contract Date: 12/13/2022 Account Code 311-790-39-9480

Plan Reference: Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST

Change Order Amount : \$ 265,085.62 Extension of Contract, if warranted 0 working days

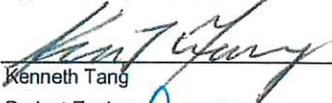
Reason for Change: Replacing curb, curb/gutter, driveway, cross gutter to address growing backlog of sidewalks and street pavement damaged by street tree roots.

Description of Change: Replacing curb, curb/gutter, driveway, cross gutter  
Installed construction project signs

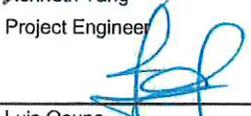
Original Contract Amount	<u>\$7,805,605.00</u>
Total of previous authorized Change Orders	<u>\$0</u>
New Change Order Amount	<u>\$ 265,085.62</u>
New Contract Amount	<u>\$8,070,690.62</u>

The Changes described above are hereby authorized.

Approved: September 5, 2023

  
 \_\_\_\_\_  
 Kenneth Tang  
 Project Engineer

  
 \_\_\_\_\_  
 Mike Mahler  
 Contractor Sequel Contractors, Inc. Vice President

  
 \_\_\_\_\_  
 Luis Osuna  
 Deputy City Engineer-

  
 \_\_\_\_\_  
 Chris Jeffers  
 City Manager

By Authorized Agent   
 \_\_\_\_\_  
 Mazen Mneimneh  
 Construction Manager

Original - Project File  
 CC: - Contractor  
 - Department

City of South Gate, Public Works Department

Change Order Breakdown



Date: 8/22/2023 Change Order No 001

Account/Contract No. 2022-121-CC

Contractor: Sequel Contractors, Inc.

Account Code 311-790-31-9582

Contract Date: 12/13/2022

Account Code 311-790-39-9480

Plan Reference: Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST

Item No.	Description	Time Extension	Quantity	Unit	Unit Price	Total
<b>Construction Alternative Bid Items for Concrete Flat Work - Tier I</b>						
24	REMOVE CONCRETE CURB	0	816	LF	\$ 38.00	\$31,008.00
26	REMOVE CONCRETE CURB AND GUTTER	0	523	LF	\$ 50.00	\$26,150.00
27	REMOVE CONCRETE DRIVEWAY	0	1857	SF	\$ 12.00	\$22,284.00
28	CONSTRUCT CONCRETE CURB	0	816	LF	\$ 42.00	\$34,272.00
29	CONSTRUCT CONCRETE CURB AND GUTTER	0	523	LF	\$ 47.00	\$24,581.00
31	CONSTRUCT CONCRETE DRIVEWAY	0	1857	SF	\$ 12.00	\$22,284.00
9	COLD MILL EX AC; 2.5 - INCH THICKNESS	0	3,015	SF	\$ 0.50	\$1,507.50
10	2.5 INCH OVERLAY (WITH AC LEVELING COURSE	0	3,015	SF	\$ 2.20	\$6,633.00
14	INSTALL TRUNCATED DOMES	0	2	EA	\$ 800.00	\$1,600.00
15	REMOVE CONCRETE CROSS GUTTER	0	513	SF	\$ 20.00	\$10,260.00
16	CONSTRUCT CONCRETE CROSS GUTTER	0	513	SF	\$ 15.00	\$7,695.00
<b>Construction Alternative Bid Items for Concrete Flat Work - Tier II</b>						
36	REMOVE CONCRETE CURB	0	253	LF	\$ 38.00	\$9,614.00
37	REMOVE CONCRETE CURB AND GUTTER	0	155	LF	\$ 50.00	\$7,750.00
39	REMOVE CONCRETE DRIVEWAY	0	1131	SF	\$ 12.00	\$13,572.00
40	REMOVE CONCRETE CROSS GUTTER	0	270	SF	\$ 20.00	\$5,400.00
41	CONSTRUCT CONCRETE CURB	0	253	LF	\$ 42.00	\$10,626.00
42	CONSTRUCT CONCRETE CURB AND GUTTER	0	155	LF	\$ 47.00	\$7,285.00
44	CONSTRUCT CONCRETE DRIVEWAY	0	1131	SF	\$ 12.00	\$13,572.00
45	CONSTRUCT CONCRETE CROSS GUTTER	0	270	SF	\$ 15.00	\$4,050.00
S-1	INSTALL & REMOVE 2 PROJECT INFO SIGNS		2	EA	\$2,471.06	\$4,942.12

Time Extension 0 Total Change Order Amount \$265,085.62

**City of South Gate, Public Works Department**  
**Contract Change Order**



**Date:** 11/14/2023 **Change Order No** 002 **Account/Contract No.** 2022-121-CC  
**Contractor:** Sequel Contractors, Inc. **Account Code** 311-790-31-9582  
**Contract Date:** 12/13/2022 **Account Code** 311-790-39-9480  
**Plan Reference:** Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST  
**Change Order Amount :** \$ (838,868.10) Extension of Contract, if warranted 0 working days  
**Reason for Change:** Reducing asphalt pavement thickness to minimize the disturbance to the existing pavement fabric and to address unforeseen field issues.  
**Description of Change:** Reduced granting existing asphalt by 1" and eliminated asphalt base.

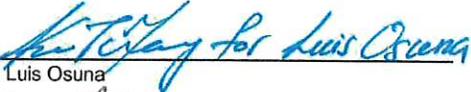
Original Contract Amount	<u>\$7,805,605.00</u>
Total of previous authorized Change Orders	<u>\$265,086</u>
New Change Order Amount	<u>\$ (838,868.10)</u>
New Contract Amount	<u>\$7,231,822.52</u>

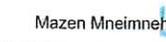
**The Changes described above are hereby authorized.**

Approved: September 5, 2023

  
 Kenneth Tang  
 Project Engineer

  
 Mike Mahler  
 Contractor Sequel Contractors, Inc. Vice President

  
 Luis Osuna  
 Deputy City Engineer-

By Authorized Agent  
  
 Mazen Mneimneh  
 Construction Manager

  
 Chris Jeffers  
 City Manager

Original - Project File  
 CC: - Contractor  
 - Department



**City of South Gate, Public Works Department**  
**Contract Change Order**



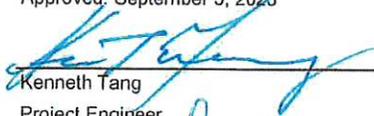
**Date:** 11/28/2023 **Change Order No** 003 **Account/Contract No.** 2022-121-CC  
**Contractor:** Sequel Contractors, Inc. **Account Code** 311-790-31-9582  
**Contract Date:** 12/13/2022 **Account Code** 311-790-39-9480  
**Plan Reference:** Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST  
**Change Order Amount :** \$ 466,823.27 Extension of Contract, if warranted 0 working days  
**Reason for Change:** Added additional pavement and concrete improvements on the Residential Resurfacing unfores  
Project to address constructability and unforeseen field issues.

**Description of Change:** Replacing deteriorated thin pavement (\$218,155)  
Installing line stops for the water shut down (\$81,418); Replacing additional concrete work identified during  
construction due to water connection at Kansas Avenue and Long Beach Boulevard (\$17,250).  
Removing additional concrete at the cross gutters for the ADA ramps construction (\$150,000).

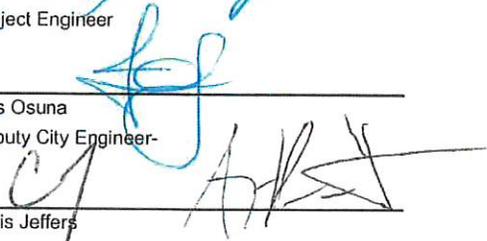
Original Contract Amount	<u>\$7,805,605.00</u>
Total of previous authorized Change Orders	<u>(\$573,782)</u>
New Change Order Amount	<u>\$ 466,823.27</u>
New Contract Amount	<u>\$7,698,645.79</u>

**The Changes described above are hereby authorized.**

Approved: September 5, 2023

  
 \_\_\_\_\_  
 Kenneth Tang  
 Project Engineer

\_\_\_\_\_  
 Mike Mahler  
 Contractor Sequel Contractors, Inc. Vice President

Luis Osuna  
 Deputy City Engineer-  
  
 \_\_\_\_\_  
 Chris Jeffers  
 City Manager

By Authorized Agent   
 \_\_\_\_\_  
 Mazen Mneimneh  
 Construction Manager

Original - Project File  
 CC: - Contractor  
 - Department

**AGREEMENT FOR THE CONSTRUCTION OF THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE I, II AND III, CITY PROJECT NO. 662-ST, THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE VIII, CITY PROJECT NO. 659-ST, AND THE WATER MAIN REPLACEMENT, CITY PROJECT NO. 689-WTR (THE RESIDENTIAL RESURFACING PROJECT)**

This Agreement for construction ("Agreement") of the Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST, the Citywide Sidewalk Improvement, Phase VIII, City Project No. 659-ST, and the Water Main Replacement, City Project No. 689-WTR ("Residential Resurfacing Project") is made and entered into on December 13, 2022, by and between the City of South Gate ("Owner"), and Sequel Contractors, Inc., a California corporation - corporate number C1677728 ("Contractor"). The Owner and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

The Owner and the Contractor mutually agree as follows:

**ARTICLE I**

**THE PROJECT**

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. 2022-121-CC which involves the following project: The Citywide Residential Resurfacing Project, Phase I, II and III, City Project No. 662-ST, the Citywide Sidewalk Improvement, Phase VIII, City Project No. 659-ST, and the Water Main Replacement, City Project No. 689-WTR ("Residential Resurfacing Project").

Said work shall be performed in accordance with the Contract Documents, which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by Owner.

**ARTICLE II**

**CONTRACT SUM AND PAYMENT**

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum shall not exceed **Seven Million Eight Hundred Five Thousand Six Hundred and Five Dollars (\$7,805,605)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, delivery, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

### ARTICLE III

#### CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Bid Schedule(s), the Bid Security Forms for Check or Bond, this Agreement, Worker's Compensation Insurance Certificate, the Non-Collusion Affidavit, the Specifications, and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

### ARTICLE IV

#### INDEMNIFICATION

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

### ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the Parties, whether Owner or Contractor, executes said Agreement.

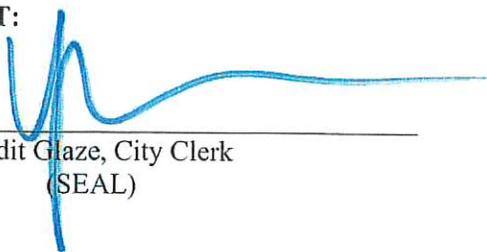
**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

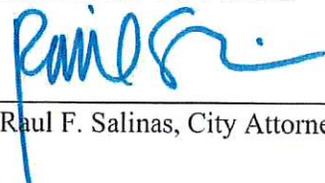
By:   
\_\_\_\_\_  
Maria del Pilar Avalos, Mayor

Dated: 01/25/2023

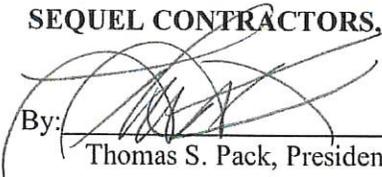
**ATTEST:**

By:   
\_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

**SEQUEL CONTRACTORS, INC.:**

By:   
\_\_\_\_\_  
Thomas S. Pack, President

Date 12/14/22

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

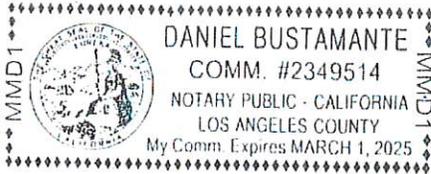
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On 12/14/22 before me, Daniel Bustamante, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Thomas S. Park, President  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General +  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY  
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

## ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRACTORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2021 in accordance with the Bylaws of the Corporation and the California Corporation Code:

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;

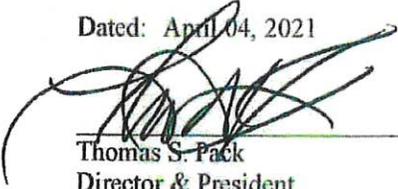
RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.

Dated: April 04, 2021

  
\_\_\_\_\_  
Thomas S. Pack  
Director & President

  
\_\_\_\_\_  
Abel Magallanes  
Director, Vice President & Assistant Secretary

  
\_\_\_\_\_  
Michael A. Mahler  
Director & Secretary

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

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

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

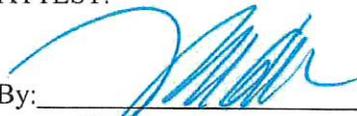
DATED 12/14/22

Sequel Contractors, Inc.  
CONTRACTOR

By:   
Signature

Thomas S. Pack, President  
Title

ATTEST:

By:   
Signature

Michael A. Mahler, Secretary  
Title

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

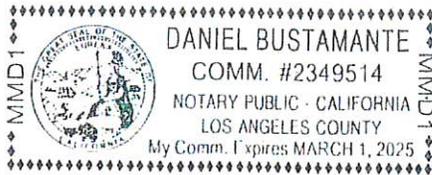
State of California )  
County of Los Angeles )

On 12/14/22 before me, Daniel Bustamante, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared James S. Pech, President and Michael A. McWier, Secretary  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the South Gate City in connection with Public Works and other projects:

1. The insurance certificate must be issued to the South Gate City, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The South Gate City, City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty

(30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

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

AGREEMENT.

**THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE I, II AND III,  
CITY PROJECT NO. 662-ST, THE CITYWIDE SIDEWALK IMPROVEMENT  
PROJECT, PHASE VIII, CITY PROJECT NO. 659-ST, AND THE WATER MAIN  
REPLACEMENT, CITY PROJECT NO. 689-WTR (THE RESIDENTIAL  
RESURFACING PROJECT)**

**FAITHFUL PERFORMANCE BOND  
100% OF CONTRACT AMOUNT**

Bond No. 107696761

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the South Gate City ("City" herein) has awarded to Sequel Contractors, Inc., California corporate number C1677728 ("Contractor" herein) a contract for:

**THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE I, II AND III,  
CITY PROJECT NO. 662-ST, THE CITYWIDE SIDEWALK IMPROVEMENT  
PROJECT, PHASE VIII, CITY PROJECT NO. 659-ST, AND THE WATER MAIN  
REPLACEMENT, CITY PROJECT NO. 689-WTR (THE RESIDENTIAL  
RESURFACING PROJECT); and**

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City in the penal sum of **Seven Million Eight Hundred Five Thousand Six Hundred and Five Dollars (\$7,805,605)**, lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety

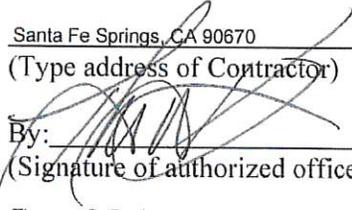
hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

Sequel Contractors, Inc.  
(Type name of Contractor)

13546 Imperial Highway

Santa Fe Springs, CA 90670  
(Type address of Contractor)

By:   
(Signature of authorized officer)

Thomas S. Pack  
President  
(Title of officer)

Travelers Casualty and Surety Company of America  
(Type name of Surety)

21688 Gateway Center Drive

Diamond Bar, CA 91765  
(Type address of Surety)

By:   
(Signature of authorized officer)

Douglas A. Rapp  
Attorney in Fact  
(Title of officer)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

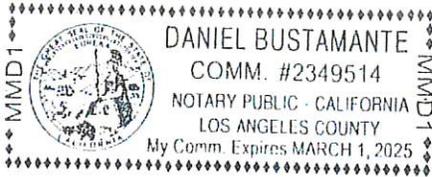
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On 12/14/22 before me, Daniel Bustamante, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Thomas S. Park, President  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Daniel Bustamante  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General +  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

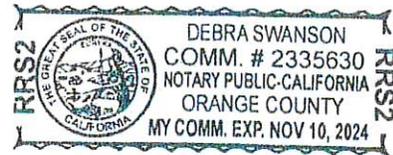
On December 14, 2022 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

personally appeared Douglas A. Rapp,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

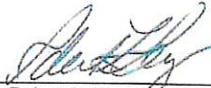
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Douglas A Rapp** of **LADERA RANCH California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

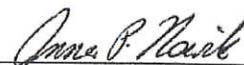
By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

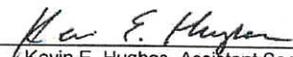
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of December, 2022



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE I, II AND III,  
CITY PROJECT NO. 662-ST, THE CITYWIDE SIDEWALK IMPROVEMENT  
PROJECT, PHASE VIII, CITY PROJECT NO. 659-ST, AND THE WATER MAIN  
REPLACEMENT, CITY PROJECT NO. 689-WTR (THE RESIDENTIAL  
RESURFACING PROJECT)**

Bond No. 107696761

**100% PAYMENT BOND**

WHEREAS, the City of South Gate, California ("City" herein), has awarded to Sequel Contractors, Inc., California corporate number C1677728, ("Contractor" herein) a Contract for the work described as follows:

**THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE I, II AND  
III, CITY PROJECT NO. 662-ST, THE CITYWIDE SIDEWALK IMPROVEMENT  
PROJECT, PHASE VIII, CITY PROJECT NO. 659-ST, AND THE WATER MAIN  
REPLACEMENT, CITY PROJECT NO. 689-WTR (THE RESIDENTIAL  
RESURFACING PROJECT)**

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Seven Million Eight Hundred Five Thousand Six Hundred and Five Dollars (\$7,805,605)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

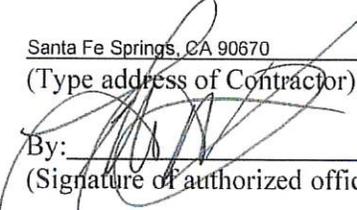
IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on December 14, 2022.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

Sequel Contractors, Inc.  
(Type name of Contractor)

13546 Imperial Highway

Santa Fe Springs, CA 90670  
(Type address of Contractor)

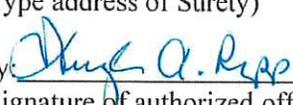
By:   
(Signature of authorized officer)

Thomas S. Pack  
President  
(Title of officer)

Travelers Casualty and Surety Company of America  
(Type name of Surety)

21688 Gateway Center Drive

Diamond Bar, CA 91765  
(Type address of Surety)

By:   
(Signature of authorized officer)

Douglas A. Rapp  
Attorney in Fact  
(Title of officer)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

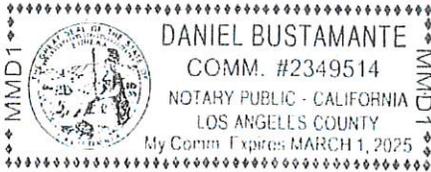
On 12/14/22 before me, Daniel Bustamante, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Thomas S. Pech, President  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Daniel Bustamante*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General +  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

On December 14, 2022 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

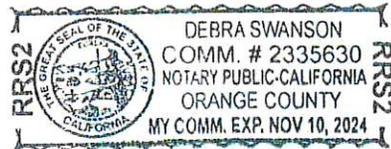
personally appeared Douglas A. Rapp,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Swanson

(Seal)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Douglas A Rapp** of **LADERA RANCH California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

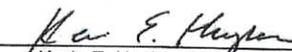
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of December, 2022.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown 2401 E. Katella Ave. Suite 650 Anaheim CA 92808		<b>CONTACT NAME:</b> Kalla Thomas <b>PHONE (A/C, No, Ext):</b> (714) 221-1800 <b>FAX (A/C, No):</b> (714) 221-4196 <b>EMAIL ADDRESS:</b> kalla.thomas@bbrown.com	
<b>INSURED</b> Sequel Contractors, Inc. 13646 Imperial Hwy. Santa Fe Springs CA 90670		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Middlesex Insurance Company NAIC # 23434 <b>INSURER B:</b> Navigators Specialty Insurance Company 38058 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 22-23 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

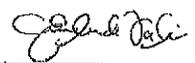
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded \$1,000 per occur GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	A0138008004	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	A0138008001	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		A0138008006	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	A0138008007	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability		SE22EXCZ0387GIC	10/01/2022	10/01/2023	Each Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

RE: Sequel Job #607.

AGREEMENT FOR THE CONSTRUCTION OF THE CITYWIDE RESIDENTIAL RESURFACING PROJECT, PHASE I, II AND III, CITY PROJECT NO. 662-ST, THE CITYWIDE SIDEWALK IMPROVEMENT PROJECT, PHASE VIII, CITY PROJECT NO. 659-ST, AND THE WATER MAIN REPLACEMENT, CITY PROJECT NO. 689-WTR (THE RESIDENTIAL RESURFACING PROJECT)

The South Gate City, City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents are named as Additional

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
South Gate City Public Works Attn: City Engineer 8650 California Ave South Gate CA 90280		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	

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ACORD 25 (2016/03)

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C. With respect to the insurance afforded to these additional Insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations and jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - PRIMARY AND  
NONCONTRIBUTORY - COVERED AUTOS  
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**Named Insured:** Sequel Contractors Inc  
**Endorsement Effective Date:** 10/01/2022

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:**

- (1) Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name: Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage

Address: 13546 Imperial Hwy Santa Fe Springs, CA 90670-4821

Description of Walver: Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage

JobID:

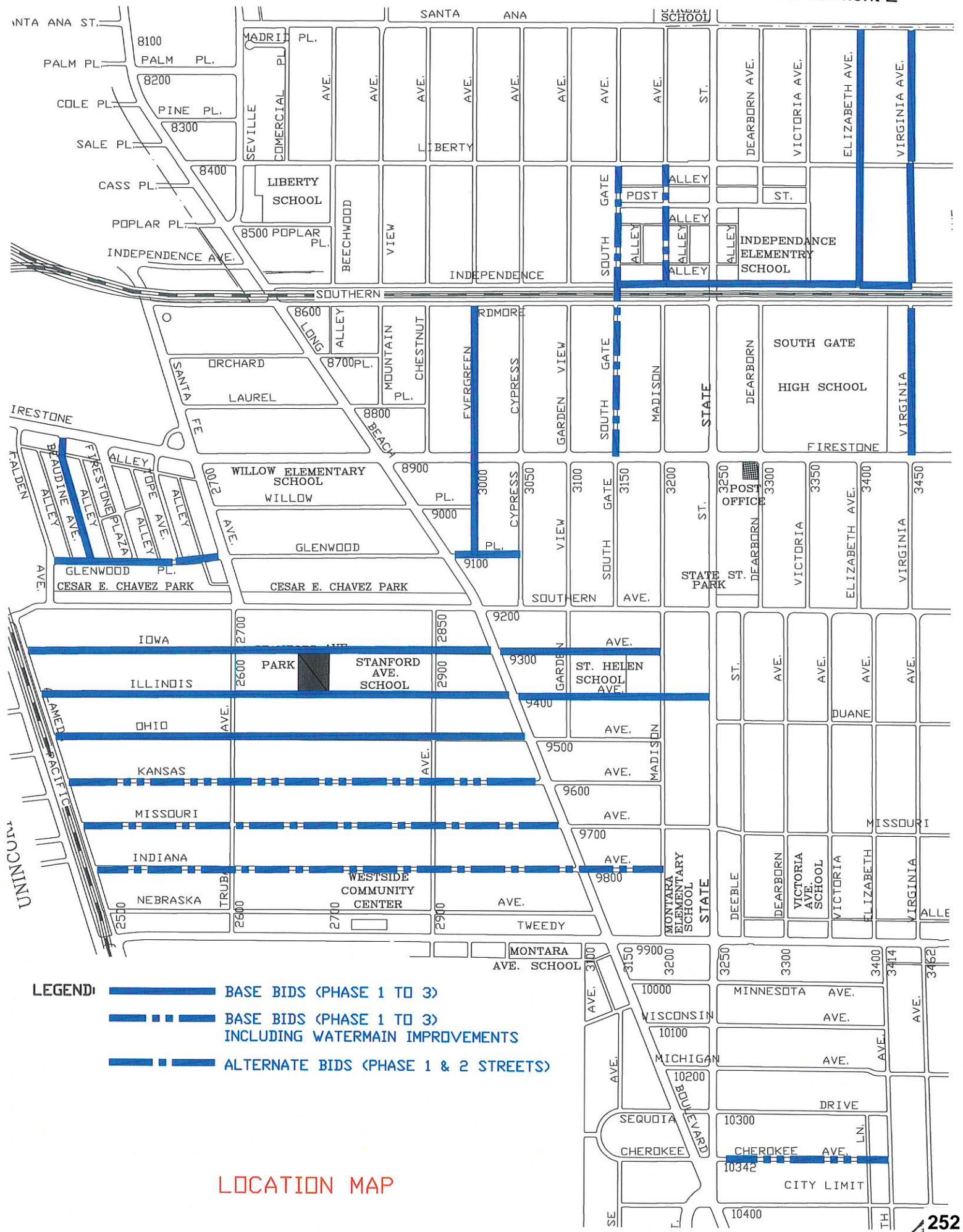
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Insured	Policy No.	Endorsement No. Premium
Insurance Company	Countersigned by _____	

WC 00 03 13  
(Ed. 4-84)  
© 1983 National Council on Compensation Insurance.

A0138008007  
Middlesex Insurance Company



- LEGEND:**
- BASE BIDS (PHASE 1 TO 3)
  - - - - - BASE BIDS (PHASE 1 TO 3) INCLUDING WATERMAIN IMPROVEMENTS
  - · - · - ALTERNATE BIDS (PHASE 1 & 2 STREETS)

LOCATION MAP

FUNDING PLAN - RESIDENTIAL RESURFACING PROJECT, PHASE I TO III

CIP Account No.	Residential Resurfacing Project, 637-ST (I), 661-ST (II), 684-ST (III), and 699-ST (IV)										Sidewalk, 659-ST		Total
	311-790-31-9582 (I), 9583 (II), 9586 (III), and 9598 (IV)										311-790-39-9480, 9481		
Funding Sources	Measure M	Water Funds	Measure R	SB 1 Funds			Measure R	SB 1 Funds		Phase VIII	Phase IX		
Budget	\$445,160	\$4,350,000	\$180,000	\$850,000	\$1,550,000	\$826,912	\$287,000	\$170,000	\$1,000,000	\$250,437	\$800,000	\$990,000	\$11,699,509
BKF Design Contract					\$68,790	\$68,790			\$68,790		\$68,788		\$275,158
BKF Amendment 1		\$194,720			\$7,973	\$7,973			\$7,974	\$ 239,641			\$458,281
BKF Amendment 2		\$79,677											\$79,677
BKF Amendment 3 Under Ph. IV													\$0
Design Contingency		\$25,000			\$5,000	\$5,000			\$5,000	\$5,000	\$5,000		\$50,000
Harnisch Arborist Services					\$2,170								\$2,170
Construction Contract	\$350,000	\$2,703,660	\$180,000	\$631,742	\$1,147,802	\$559,931	\$221,823	\$126,396	\$702,138		\$539,606	\$642,507	\$7,805,605
Change Order No. 1					\$111,125						\$53,961	\$100,000	\$265,086
Change Order No. 2 (Credit)				-\$156,335	-\$284,042	-\$138,564	-\$54,894	-\$31,279	-\$173,755				(\$838,868)
Change Order No. 3		\$98,668			\$153,385	\$107,385			\$107,385				\$466,823
Change Order 4 (Balancing CO)		-\$8,670		\$20,000	-\$120,686	-\$43,051			\$2,861				(\$149,546)
Change Order 5 (Quantities)			-\$7,896			-\$36,438			-\$36,437				(\$80,771)
Construction Contingency	\$35,000	\$540,732		\$63,174	\$143,242	\$55,993	\$22,182	\$12,640	\$70,214		\$89,750		\$1,032,927
Discount Tree Care Arborist				\$28,700		\$23,500			\$5,050				\$57,250
Construction Management (CM)	\$38,500	\$297,403		\$69,492	\$113,687	\$61,592	\$13,959	\$15,339	\$77,235		\$59,357	\$70,676	\$817,239
CM Services Contingency	\$3,850	\$29,740		\$6,949	\$11,369	\$6,159	\$1,396	\$1,534	\$7,000		\$5,936	\$7,068	\$81,000
Staff Time and Support	\$17,810	\$350,000	\$7,896	\$90,000	\$90,000	\$61,473	\$27,640	\$25,000	\$80,000	\$5,796	\$67,353	\$80,000	\$902,968
<b>Remaining Balance:</b>	\$0	\$39,070	\$0	\$96,278	\$100,186	\$87,168	\$54,894	\$20,370	\$76,545	\$0	(\$0)	(\$0)	\$474,510
<b>Total Budget:</b>					<b>\$9,909,509</b>						<b>\$1,790,000</b>		<b>\$11,699,509</b>

46

MAY 07 2024

8:30 AM

City of South Gate  
CITY COUNCIL

AGENDA BILL

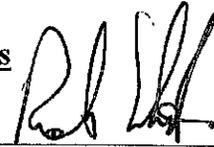
For the Regular Meeting of: May 14, 2024  
Originating Department: Administrative Services

Department Director:



Wendy O'Kelly

City Manager:



Rob Houston

**SUBJECT: FY 2023-24 CAPITAL IMPROVEMENT PROGRAM CARRYOVER APPROPRIATIONS**

**PURPOSE:** To approve the Capital Improvement Program ("CIP") carryover appropriations from Fiscal Year 2022-23 to Fiscal Year 2023-24 in continuing funding for capital improvement projects and grants in progress at the end of the last fiscal year.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving Capital Improvement Program carryover appropriations of \$83,548,471 to provide continuing funding for the items described in Attachment A; and
- b. Authorizing the City Manager to make the necessary budget adjustments to add the carryover appropriations to the FY 2023-24 Adopted Budget.

**FISCAL IMPACT:** There is no fiscal impact associated with the proposed CIP carryover appropriations. The estimated beginning fund balances presented during the budget process included these appropriations and continuing them from one year to the next has no impact on the estimated fund balances.

**BACKGROUND:** Each year, the City Council approves CIP carryover revenues and expenditures from the prior fiscal year. Carryovers are appropriations and revenue estimates approved in a previous fiscal year that have not been spent or received by the end of that fiscal year. For appropriations, a carryover is requested for items such as grants still in progress, supplies and services ordered but not received, or department projects in progress. Several purchase orders, department projects, and ongoing grants that were budgeted in FY 2022-23 were not completed as of June 30, 2023. Most of these purchase orders and grants are still in progress and some have since been completed and paid for in the current fiscal year. Therefore, funds appropriated in Fiscal Year 2022-23 must be re-appropriated to Fiscal Year 2023-24. The process of re-appropriating funds for open purchase orders and unfinished projects is an annual accounting procedure that is necessary for the City's financial records to be accurate. If funds are not re-appropriated for Fiscal Year 2023-24, the amounts paid in the current fiscal year will cause the budget to be overspent.

**ATTACHMENT:** CIP Carryover Appropriations - Expenditures



City of South Gate				
CIP Carryover Expenditures (Unexpended Balances)				
Fiscal Year 2022-23				
Fund/ Division/ Account	Department	Description of Carryover	Amount	Total Amount
311-790-49-9910	Public Works	Detective Bureau Remodel	165,049	165,049
311-790-49-9911	Public Works	Warehouse Office Construction at PW Yard	28,114	28,114
311-790-49-9912	Public Works	ADA Transition Plan Implementation Ph-I	77,617	77,617
311-790-49-9914	Public Works	Electric Vehicle Charging Stations	160,535	160,535
311-790-49-9915	Public Works	HVAC System SGP Sport Center Complex	210,642	210,642
311-790-49-9920	Public Works	Building Seismic Retrofit Assessment	75,000	75,000
311-790-49-9921	Public Works	Emergency Back-up Generator Replacement Project	343,370	343,370
311-790-61-9211	Public Works	SGP Fence Replacement	834,102	834,102
311-790-61-9212	Public Works	South Gate & Cesar Chavez Park - Restrooms	8,893	8,893
311-790-61-9214	Public Works	Urban Orchard	8,998,153	8,998,153
311-790-61-9216	Public Works	Girls Club House Renovations	1,700,000	1,700,000
311-790-61-9217	Public Works	Circle Park Renovation Project	2,086,082	2,086,082
311-790-61-9220	Public Works	Hollydale Community Park Renovation	2,310,777	2,310,777
311-790-61-9484	Public Works	SG Park Auditorium Roof Restoration/Repl	87,205	87,205
311-790-61-9485	Public Works	SG Park Boy Scout Huts Roof Restoration	400,082	400,082
311-790-61-9913	Public Works	Locker Rooms Renovation Project	125,710	125,710
311-790-69-9424	Public Works	Seaborg Building Relocation	12,582	12,582
		<b>Capital Improvements Fund Total</b>	<b>64,148,717</b>	<b>64,148,717</b>
<b>Fund 411 - Water Fund</b>				
411-731-71-9522	Public Works	Water Main Replacement Phase II	300,000	300,000
411-731-71-9523	Public Works	Water Main Replacement Phase III	300,000	300,000
411-731-71-9545	Public Works	Well No. 18 Rehabilitation Project Phase 2	500,000	500,000
411-731-71-9546	Public Works	Well Meter Repl, Upgrade to MWD Inter-ti	500,000	500,000
411-731-71-9576	Public Works	Coating Hawkins-Santa Fe&Elizabeth Tanks	4,333,221	4,333,221
411-731-71-9577	Public Works	Urban Orchard Well No. 30	5,271,508	5,271,508
411-731-71-9579	Public Works	Well Abandonment at 3 Locations	196,188	196,188
411-731-71-9580	Public Works	SCADA System Upgrades	499,600	499,600
411-731-71-9581	Public Works	AMI/AMR Meter Replacement Phase III	1,043,406	1,043,406
411-731-71-9592	Public Works	Water Main Replacement Phase I	3,332,383	3,332,383
411-731-71-9593	Public Works	AMI/AMR Meter Replacement Phase IV	100,000	100,000
411-731-71-9594	Public Works	Park Reservoir PFOA Treatment Facility	1,000,000	1,000,000
411-731-71-9595	Public Works	As Needed Water Main Repairs	100,000	100,000
411-731-71-9596	Public Works	Citywide Valve Replacement	176,111	176,111
		<b>Water Fund Total</b>	<b>17,652,416</b>	<b>17,652,416</b>
<b>Fund 412 Sewer Fund</b>				

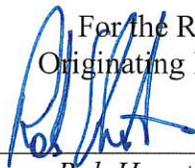


MAY 07 2024  
5:30pm

*City of South Gate*  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 14, 2024  
Originating Department: City Manager's Office

City Manager:  City Manager:   
Rob Houston Rob Houston

**SUBJECT: CITY COUNCIL APPOINTMENTS TO THE VARIOUS CITY COMMISSIONS, COMMITTEES AND BOARDS**

**PURPOSE:** Under the South Gate Municipal Code, City Council Members are permitted to nominate an individual or individuals to various City Commissions, Committees, or Boards subject to the ratification of the City Council. This agenda item contains a nomination by Vice Mayor Maria Davila to fill a vacancy for the Parks & Recreation Commission.

**RECOMMENDED ACTION:** The City Council will consider accepting the resignation of Jennifer Cypert from the Parks & Recreation Commission and ratifying the nomination by Vice Mayor Maria Davila of Cynthia Esquivel to the Parks & Recreation Commission.

**FISCAL IMPACT:** None.

**ANALYSIS:** The appointment must be ratified by a majority vote of the City Council. This appointment would be effective May 15, 2024, if approved by the City Council.

**BACKGROUND:** According to the South Gate Municipal Code, a vacancy to a City Commission, Committee or Board can occur due to resignation or absences by an appointee. In those cases, the nomination of a candidate is retained by the City Council Member and subject to ratification by the City Council.

**ATTACHMENT:** Roster of City Commissioners, Committee and Board Members

<b>Council Member</b>  Revised: 02-20-24	<b>Planning Commission</b> \$125/Meeting 1 <sup>st</sup> & 3 <sup>rd</sup> Tuesday at 7 pm	<b>Parks &amp; Recreation Commission</b> \$75/Meeting 2 <sup>nd</sup> Thursday at 7 pm	<b>Civil Service Commission</b> \$100/Meeting As required	<b>Citizens Advisory Committee</b> \$25/Meeting Meets as needed	
<b>Maria del Pilar Avalos</b> 2739 Glenwood Place Cell: (562) 719-1337  Elected: 03-03-2020 End of Term: November 2024	<b>Jenny Perez</b> 10319 Bowman Ave Cell: (323) 443-4033 <a href="mailto:jennypbruin@gmail.com">jennypbruin@gmail.com</a>  Appointed: 01-23-2024 Effective: 01-24-2024			<b>Alejanda Flores Padilla</b> 11356 Pennsylvania Ave Cell: (562) 488-5752 <a href="mailto:alexfc137@gmail.com">alexfc137@gmail.com</a> Appointed: 09-12-2023 Effective: 09-13-2023  <b>Araceli Macias</b> 9721 Annetta Ave Cell: (562) 673-4294 <a href="mailto:shelly90280@gmail.com">shelly90280@gmail.com</a> Appointed: 09-12-2023 Effective: 09-13-2023	<b>VACANT</b>  Appointed:  <b>Ana Zavala</b> 9222 San Vincente Ave, Unit B Cell: (310) 704-6949 <a href="mailto:analuzav1@gmail.com">analuzav1@gmail.com</a> Appointed: 09-12-2023 Effective: 09-13-2023
<b>Joshua Barron</b> 8819 Beaudine Avenue Cell: (323) 791-5126  Elected: 11-08-2022 End of Term: November 2026	<b>Daisy Prieto</b> 9731 Bryson Avenue Cell: (323) 707-3629 <a href="mailto:daisyprieto@att.net">daisyprieto@att.net</a>  Appointed: 01-24-2023 Effective: 01-25-2023	<b>Lizette Ruiz</b> 10226 Kaufman Avenue Cell (323) 253-9417 <a href="mailto:lruuiz@yahoo.com">lruuiz@yahoo.com</a>  Appointed: 01-24-2023 Effective: 01-25-2023		<b>Andres Gonzalez</b> 10509 San Carlos Avenue (323) 434-6894 <a href="mailto:andres.gonzalezsn@gmail.com">andres.gonzalezsn@gmail.com</a> Appointed: 02-14-2023 Effective: 02-15-2023  <b>Rosa Delgado</b> 8829 Firestone Plaza Cell: (626) 246-5793 <a href="mailto:rposada21@yahoo.com">rposada21@yahoo.com</a> Appointed: 02-14-2023 Effective: 02-15-2023	<b>Mayra Castaneda</b> 5740 Taft Avenue (562) 454-7949 <a href="mailto:mmcastaneda99@aol.com">mmcastaneda99@aol.com</a> Appointed: 02-14-2023 Effective: 02-15-2023  <b>VACANT</b>  Appointed: Effective:
<b>Maria Davila</b> 10035 San Luis Avenue Cell: (323) 243-9947  Elected: 01-28-2003 End of Term: November 2024	<b>Jose Delgado</b> 3925 Tenaya Avenue Cell: (323) 702-1519 <a href="mailto:josegdelgado@hotmail.com">josegdelgado@hotmail.com</a>  Appointed: 01-10-2017	<b>Jennifer Cypert</b> 4718 Tweedy Boulevard Cell: (323) 829-0663 <a href="mailto:Jsc001@msn.com">Jsc001@msn.com</a>  Appointed: 02-10-2003		<b>Marie De Lourdes Castillo</b> 10036 San Antonio Avenue (323) 567-5572 <a href="mailto:titomi6281@sbcglobal.net">titomi6281@sbcglobal.net</a> Appointed: 02-18-2003  <b>VACANT</b>  Appointed: Effective:	<b>VACANT</b>  Appointed:  <b>Anthony Zepeda</b> 5218 McCallum Avenue Cell: (323) 405-2006 <a href="mailto:anthonyzepeda10@yahoo.com">anthonyzepeda10@yahoo.com</a> Appointed: 05-27-2014
<b>Al Rios</b> 10408 Orange Avenue Cell: (323) 974-3540  Elected: 11-08-2022 End of Term: November 2026	<b>Jimmy Ozaeta</b> 2541 Kansas Avenue Cell: (213) 400-0897 <a href="mailto:jimmyozaeta@hotmail.com">jimmyozaeta@hotmail.com</a>  Appointed: 01-10-2023 Effective: 01-11-2023	<b>Edgar Pelayo</b> 10207 Mallison Avenue Cell: (323) 816-2904 <a href="mailto:eip64p@gmail.com">eip64p@gmail.com</a>  Appointed: 01-10-2023 Effective: 01-11-2023		<b>Susan F. Janer</b> 5314 Batavia Road (323) 717-4243 <a href="mailto:rosyallday@sbcglobal.net">rosyallday@sbcglobal.net</a> Appointed: 01-23-24 Effective: 01-24-24  <b>Richard Gonzales</b> 10328 Walnut Avenue (626) 673-2571 <a href="mailto:rsgonzales60@aol.com">rsgonzales60@aol.com</a> Appointed: 01-23-24 Effective: 01-24-24	<b>Angelica Martinez</b> 10129 Orange Avenue (323) 566-0214 <a href="mailto:xalosangie@yahoo.com">xalosangie@yahoo.com</a> Appointed: 01-23-24 Effective: 01-24-24  <b>VACANT</b>  Appointed: Effective:

<p><b>Gil Hurtado</b> 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728</p> <p>Elected: 03-03-2020 End of Term: November 2024</p>	<p><b>Jovana Laborin</b> 3372 Seminole Avenue Cell: (323) 283-2631 <a href="mailto:jovanna_cortez@yahoo.com">jovanna_cortez@yahoo.com</a></p> <p>Appointed: 01-10-2023 Effective: 01-01-2023</p>	<p><b>Alan D. Flores, II</b> 5255 Almira Road Cell: (213) 280-2672 <a href="mailto:laxxxII@yahoo.com">laxxxII@yahoo.com</a></p> <p>Appointed: 05-12-2020</p>		<p><b>VACANT</b></p> <p>Appointed: 05-12-2020</p> <p><b>Andrea Martinez</b> 10101 Hildreth Avenue Cell: (310)850-8528 <a href="mailto:martinezand13@gmail.com">martinezand13@gmail.com</a> Appointed: 01-24-2023</p>	<p><b>Norma Mendoza</b> 8691 San Gabriel Avenue Cell: (562) 277-2992 <a href="mailto:norma.mendoza9@gmail.com">norma.mendoza9@gmail.com</a> Appointed: 05-12-2020</p> <p><b>Cynthia Chavez</b> 5204 Pendleton Avenue, Apt 6 cell: (323) 747-0076 <a href="mailto:cynchavez@gmail.com">cynchavez@gmail.com</a> Appointed: 05-24-2022</p>
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Council Member	<b>South Gate Tweedy Mile Advisory Board</b> 1 <sup>st</sup> Monday at 5 pm				
<b>Maria del Pilar Avalos</b> 2739 Glenwood Place Cell: (562) 719-1337  Elected: 03-03-2020 End of Term: November 2024	<b>VACANT</b>  Appointed:				
<b>Joshua Barron</b> 8819 Beaudine Avenue Cell: (323) 791-5126  Elected: 11-08-2022 End of Term: November 2026	<b>Michelle Montes</b> 10128 Capistrano Avenue Cell: (213) 280-0400 <a href="mailto:qamm98@yahoo.com">qamm98@yahoo.com</a>  Appointed: 02-14-2023 Effective: 02-15-2023				
<b>Maria Davila</b> 10035 San Luis Avenue Cell: (323) 243-9947  Elected: 01-28-2003 End of Term: November 2024	<b>Angela Lucero</b> 10300 San Jose Avenue Cell: (323) 540-3426 <a href="mailto:Angela_lucero@sbcglobal.net">Angela_lucero@sbcglobal.net</a>  Appointed on 06-22-2021 <b>Term expires 06-22-2024</b>				
<b>Al Rios</b> 10408 Orange Avenue Cell: (323) 974-3540  Elected: 11-08-2026 End of Term: November 2026	<b>VACANT</b>  Appointed:				
<b>Gil Hurtado</b> 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728  Elected: 03-03-2020 End of Term: November 2024	<b>Sylvia Masushige</b> 8416 Beechwood Avenue Cell: (562) 755-6159 <a href="mailto:grandmasy101@hotmail.com">grandmasy101@hotmail.com</a>  Appointed: 05-12-2020 Term expires: 01-31-2023				

MAY 07 2024  
5:30 PM

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04/18/2024 11:37:11AM

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
105519	4/18/2024	0011336	AVANT-GARDE INC.	9023	11/27/2023	CDBG- ADMIN P/S	13,841.25
	Voucher:			9152	1/15/2024	CDBG- ADMIN P/S	8,881.25
				10162	3/25/2024	CDBG- ADMIN P/S	7,037.50
				9116	12/26/2023	CDBG- ADMIN P/S	6,761.25
				8923	10/25/2023	CDBG- ADMIN P/S	3,850.00
				10058	2/29/2024	CDBG- ADMIN P/S	3,250.00
				9022	11/27/2023	CDBG- ADMIN P/S	2,201.25
				10161	3/25/2024	CDBG- ADMIN P/S	1,915.00
				10159	3/25/2024	CDBG- ADMIN P/S	1,275.00
				9155	1/15/2024	CDBG- ADMIN P/S	990.00
				9151	1/16/2024	CDBG- ADMIN P/S	956.25
				10157	3/25/2024	CDBG- ADMIN P/S	786.25
				10054	2/29/2024	CDBG- ADMIN P/S	722.50
				9026	11/27/2023	CDBG- ADMIN P/S	425.00
							52,892.50
105520	4/18/2024	00004934	GAS COMPANY	115 800 9600 3 04	4/12/2024	BILLING PRD- 03/12/24-04/10/24	6,236.44
	Voucher:			113 798 0353 6 04	4/12/2024	BILLING PRD- 03/12/24-04/10/24	6,198.47
				013 900 7300 3 04	4/12/2024	BILLING PRD- 03/12/24-04/10/24	713.84
				130 500 9400 5 04	4/11/2024	BILLING PRD- 03/11/24-04/09/24	575.22
				102 000 8100 7 04	4/11/2024	BILLING PRD- 03/11/24-04/09/24	240.99
				186 100 7200 3 04	4/11/2024	BILLING PRD- 03/11/24-04/09/24	157.10
				134 700 9400 7 04	4/11/2024	BILLING PRD- 03/11/24-04/09/24	152.65
				045 400 7300 6 04	4/12/2024	BILLING PRD- 03/12/24-04/10/24	47.51
				049 200 7902 9 04	4/12/2024	BILLING PRD- 03/12/24-04/10/24	27.58
							14,349.80
105521	4/18/2024	0013069	NR DEVELOPMENT, INC	NR-SETTLEMENT	4/15/2024	NRD'S DELIVERY OF 9,300 CUB.'	650,000.00
	Voucher:						650,000.00
105522	4/18/2024	0013977	PCI	11524C-RET	10/27/2023	7/31/23-8/18/23 - THERMOPLASTI	6,629.60
	Voucher:						6,629.60
105523	4/18/2024	00004865	SO CALIF EDISON	04/16/24	4/17/2024	BILLING PERIOD - FEB-MARCH 2	46,983.53
	Voucher:						46,983.53
105524	4/18/2024	00001848	VERIZON WIRELESS	9959930280	3/23/2024	ACCT# 572436405-00001 - 02/24/;	7,535.14
	Voucher:						7,535.14

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105525	4/18/2024	0014146	W.G. ZIMMERMAN ENGINEERING	24-01-394	2/7/2024	THROUGH JANUARY 2024 - STAF	18,700.00
	Voucher:			24-02-414	3/5/2024	THROUGH FEBRUARY 2024 - ST,	17,600.00
				24-03-435	4/5/2024	THROUGH MARCH 2024 - STAFF	16,500.00
				23-11-374	1/5/2024	THROUGH DECEMBER 2023 - ST	13,200.00
							66,000.00
						<b>Sub total for BANK OF THE WEST:</b>	<b>844,390.57</b>
						<b>Grand Total All Checks:</b>	<b>844,390.57</b>

7 checks in this report.

**WARRANT REGISTER FOR COUNCIL MEETING 5/14/2024**

**PART II**

apChkLst  
04/24/2024 10:31:50AM

Final Check List  
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

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		Voucher:					
105527	4/25/2024	0012107 CALIFORNIA STATE DISBURSEMI	Ben330104	4/25/2024	CA STATE DISB. UNIT: PAYMENT	529.37	529.37
		Voucher:					
105528	4/25/2024	00002138 FRANCHISE TAX BOARD	Ben330102	4/25/2024	GARNISHMENT - FRANCHISE TA	452.23	452.23
		Voucher:					
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<b>3 checks in this report.</b>							
<b>Grand Total All Checks:</b>							<b>1,274.30</b>



**WARRANT REGISTER FOR COUNCIL MEETING 5/14/2024**

**PART IV**

apChkLst  
05/01/2024 8:14:05AM

Trial Check List  
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
105536	5/1/2024	0010017	ENTERPRISE FM TRUST	FBN5013805	4/3/2024	APR 2024 - ENTERPISE LEASE -	3,239.76
				FBN5013853	4/3/2024	APR 2024 - ENTERPRISE LEASE	1,203.86
105537	5/1/2024	0013435	HANDSOME GROUP	0002533	3/1/2024	PURCHASE & INSTALL OF SOUN	16,874.71
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<b>Grand Total All Checks:</b>							<b>21,318.33</b>

2 checks in this report.

**WARRANT REGISTER FOR COUNCIL MEETING 5/14/2024**

**PART IV**

apChkLst  
05/02/2024 4:12:34PM

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	
105538	5/14/2024	00004280	ADAMSON POLICE PRODUCTS	INV412208	3/28/2024	GAS MASKS	4,955.74	4,955.74
		Voucher:						
105539	5/14/2024	00003971	ADMINSURE INC.	16939	4/15/2024	MAY 2024 - WORK COMP CLAIM	9,789.00	9,789.00
		Voucher:						
105540	5/14/2024	0010065	AFC HYDRAULIC SEALS &	34802	3/26/2024	AUTO PARTS FOR UNIT #299	299.97	299.97
		Voucher:						
105541	5/14/2024	0013658	AFFORDABLE GENERATOR SER	25184	3/19/2024	SERVICE MAINTENANCE, AND R	708.62	
		Voucher:		25185	3/19/2024	SERVICE MAINTENANCE, AND R	581.43	
				25186	3/19/2024	SERVICE MAINTENANCE, AND R	791.64	
				25189	3/19/2024	SERVICE MAINTENANCE, AND R	650.00	
				25190	3/19/2024	SERVICE MAINTENANCE, AND R	650.00	
				25187	3/19/2024	SERVICE MAINTENANCE, AND R	742.69	
				25188	3/19/2024	SERVICE MAINTENANCE, AND R	650.00	4,774.38
105542	5/14/2024	0011293	AGRI-TURF DISTRIBUTING, LLC	94612	3/28/2024	GROUNDS SUPPLIES - PESTICID	429.37	
		Voucher:		95061	4/16/2024	PESTICIDES - FERTILIZERS & PE	586.15	
				95062	4/16/2024	PESTICIDES - FERTILIZERS & PE	546.47	1,561.99
105543	5/14/2024	00004372	AIRGAS USA, LLC	9147642945	3/6/2024	INVENTORY PO/ SAFETY SUPPL	79.16	
		Voucher:		9147957114	3/15/2024	INVENTORY PO/ SAFETY SUPPL	397.79	
				9148543380	4/3/2024	DISTRIBUTION OF SPECIALTY	509.97	
				9147545531	3/4/2024	INVENTORY PO/ SAFETY SUPPL	308.38	
				9147063389	2/15/2024	DISTRIBUTION OF SPECIALTY	466.03	1,761.33
105544	5/14/2024	0007802	AIS SPECIALTY PRODUCTS, INC	PSI553024	4/2/2024	INDUST MAINTENANCE SUPPLIE	647.47	647.47
		Voucher:						
105545	5/14/2024	0014375	ALAN DESK BUSINESS, INTERIO	1704	2/28/2024	TASK CHAIRS 24/7	8,950.14	8,950.14
		Voucher:						
105546	5/14/2024	0011325	ALAN'S LAWN & GARDEN CENTE	19619	4/10/2024	CARRY LARGE SUPPLY OF IRRIG	452.87	452.87
		Voucher:						
105547	5/14/2024	00000185	ALL CITY MANAGEMENT SERVICE	92192	3/20/2024	3/3/24-3/16/24 - FY 2023-2024 CR	33,971.23	33,971.23
		Voucher:						

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105548	5/14/2024	0011577	ALL PHASE ELECTRIC SUPPLY C	0946-1081024	12/22/2023	PULL BOXES TO REPAUR AND S	2,381.21
	Voucher:			0946-1088504	4/11/2024	ELECTRICAL EQUIPMENT, MATE	1,297.66
				0946-1086972	4/8/2024	STREET LIGHT TRAFFIC CABLES	2,149.88
				0946-1088229	4/9/2024	ELECTRICAL EQUIPMENT, MATE	382.57
				0946-1087717	4/9/2024	FLEET SERVICES FUEL TANK LIC	7,415.06
				0946-1086616	3/13/2024	LED DRIVERS FOR ROADWAY L	3,836.70
				0946-1081869	1/31/2024	71425 REPLACE STOLEN LED C/	1,419.47
105549	5/14/2024	00001727	AMERICAN RED CROSS	22671187	3/13/2024	STAFF TRAINING - STAFF CERTII	342.00
	Voucher:						18,882.55
							342.00
105550	5/14/2024	0007290	APW KNOX-SEEMAN	946804		CREDIT: RETURN ITEM INVOICE:	-217.85
	Voucher:			19765627	4/9/2024	AUTO PARTS FOR GARAGE SHC	18.41
				19787031	4/15/2024	AUTO PARTS FOR UNIT #293	44.56
				19787015	4/15/2024	AUTO PARTS FOR UNIT #664	112.32
				19768453	4/9/2024	AUTO PART FOR GARAGE-SHOP	12.00
				19768383	4/9/2024	MISC AUTO PARTS & LUBES	77.10
				19787022	4/15/2024	AUTO PARTS FOR UNIT #293	26.12
							72.66
105551	5/14/2024	0013899	ART MADE IZZY	ILSPRING424	4/17/2024	SPRING 2024 - ART CLASSES CC	263.00
	Voucher:						263.00
105552	5/14/2024	00005075	AT&T	21411267	3/13/2024	FEB-MAR 2024: BAN 9391034763	1,195.15
	Voucher:			21502763	4/1/2024	MAR 2024: BAN 9391034759	55.59
				21411266	3/13/2024	FEB-MAR 2024: BAN 9391034764	732.73
				21411269	3/13/2024	FEB-MAR 2024: BAN 9391034762	1,153.67
				21360548	3/1/2024	FEB 2024: BAN 9391081298	1,607.36
				21355435	3/1/2024	FEB 2024: BAN 9391034759	55.59
				21359213	3/1/2024	FEB 2024: BAN: 9391068970	1,756.39
				21411270	3/13/2024	FEB-MAR 2024: BAN 9391034760	20.41
				21411273	3/13/2024	FEB-MAR 2024: BAN 9391034761	29.35
				21411271	3/13/2024	FEB-MAR 2024: BAN 9391034766	139.70
				21507876	4/1/2024	MAR 2024: BAN 9391081298	1,607.36
				21506541	4/1/2024	MAR 2024: BAN: 9391068970	1,756.39
				21411268	3/13/2024	FEB-MAR 2024: BAN 9391034765	1,035.36
							11,145.05
105553	5/14/2024	00003692	AT&T MOBILITY	287288333867X0	4/2/2024	3/3/2024-4/1/2024 - ACCT# 28728	1,838.41
	Voucher:						1,838.41
105554	5/14/2024	0008827	AT&T NATIONAL COMPLIANCE CI	503464	3/22/2024	LEA TRACKING NUMBER(S) - FIL	145.00
	Voucher:						145.00

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105555	5/14/2024	0009040	ATLAS BACKFLOW	43603	3/20/2024	BACKFLOW TEST	210.00
	Voucher:		43719	4/8/2024	BACKFLOW INSTALL	800.00	
			43688	4/2/2024	BACKFLOW REPL	1,007.69	
			43720	4/8/2024	BACKFLOW DEVICE - SOUTHERI	1,847.38	
			43721	4/8/2024	BACKFLOW DEVICE - SOUTHERI	1,951.43	5,816.50
105556	5/14/2024	0010585	AUTOZONE STORES, INC.	5488432160	3/26/2024	AUTO PARTS	14.32
	Voucher:		5488432458	3/26/2024	AUTO PARTS	6.59	
			5488446626	4/10/2024	AUTO PART FOR UNIT #295	206.16	
			5488445075	4/8/2024	AUTO PARTS FOR UNIT #295	250.26	
			5488440852	4/4/2024	AUTO PARTS FOR UNIT #293	71.64	
			5488440212	4/4/2024	AUTO PARTS FOR UNIT #S200	34.01	
			5488451609	4/15/2024	AUTO PART FOR UNIT #611	345.75	
			5488438369	4/2/2024	AUTO PARTS FOR UNIT #184	13.22	
			5488446182	4/9/2024	AUTO PARTS FOR UNIT #204	38.40	
			5488438867	4/2/2024	AUTO PARTS FOR GARAGE SHC	33.70	
			5488440223	4/4/2024	AUTO PARTS FOR UNIT #S100	5.28	
			5488427210	3/21/2024	AUTO PARTS	25.35	
			5488433032	3/27/2024	AUTO PARTS	11.51	
			5488437706	4/1/2024	AUTO PARTS	22.04	1,078.23
105557	5/14/2024	0010615	BEARCOM	5708950	4/1/2024	APR 2024 - ANNUAL MAINTENAN	2,479.56
	Voucher:		5708949	4/1/2024	ARP 2024 - ANNUAL MAINTENAN	348.21	
			5708952	4/1/2024	APR 2024 - ANNUAL MAINTENAN	205.51	
			5681226	2/1/2024	FEB 2024 - ANNUAL MAINTENAN	1,940.76	
			5708946	4/1/2024	APR 2024 - ANNUAL MAINTENAN	1,940.76	
			5708943	4/1/2024	APR 2024 - ANNUAL MAINTENAN	342.88	7,257.68
105558	5/14/2024	0011929	BENNETT-BOWEN & LIGHTHOUS	3029345	3/15/2024	PURCHASE MOST OF THE HARC	78.83
	Voucher:		3029305	3/14/2024	PURCHASE MOST OF THE HARC	363.83	442.66
105559	5/14/2024	00005007	BOB MURRAY & ASSOCIATES	10199	7/15/2023	CONSULTING SERVICES - POSIT	8,048.75
	Voucher:						8,048.75
105560	5/14/2024	00004202	BRENNTAG PACIFIC INC	BPI419380	4/1/2024	SODIUM HYPOCHLORITE 12.5%	812.06
	Voucher:		BPI419381	4/1/2024	SODIUM HYPOCHLORITE 12.5%	660.16	
			BPI419383	4/1/2024	SODIUM HYPOCHLORITE 12.5%	1,046.82	
			BPI419382	4/1/2024	SODIUM HYPOCHLORITE 12.5%	1,143.48	3,662.52
105561	5/14/2024	00000651	BSN SPORTS, LLC	925314279	5/1/2024	SPORTS EQUIPMENT	1,499.15
	Voucher:						1,499.15

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105562	5/14/2024	0005554	CALIFORNIA BLDNG STANDARDS	JAN-MAR 2024	4/9/2024	JAN-MAR 2024: BLDG STANDARI	495.90	495.90
		Voucher:						
105563	5/14/2024	0009651	CALIFORNIA CRANE SCHOOL, IN	8563	2/20/2024	CRANE RE-CERTIFICATION LICE	1,295.00	1,295.00
		Voucher:						
105564	5/14/2024	0011469	CALIFORNIA DENTAL NETWORK, FEB	2024	2/21/2024	FEB 2024: PAYMENT FOR CALIFC	591.14	591.14
		Voucher:						
105565	5/14/2024	00000780	CALTEX PLASTICS	282554	4/9/2024	INVENTORY PO/ TRASH BAGS	8,353.80	8,353.80
		Voucher:						
105566	5/14/2024	0012885	CANON FINANCIAL SERVICES, IN	32197665	3/11/2024	3/20/24-4/19/24 MONTHLY LEASE	337.98	
		Voucher:	32365867	4/12/2024	4/20/24-5/19/24 MONTHLY LEASE	337.98	675.96	
105567	5/14/2024	0006239	CENTRAL FORD	42497	4/11/2024	AUTO PARTS FOR UNIT #195	224.78	
		Voucher:	42036	4/1/2024	AUTO PARTS	222.81		
			42022	4/1/2024	AUTO PARTS	97.02	544.61	
105568	5/14/2024	0005839	CHAMPION CHRYSLER JEEP DOI	707414	3/29/2024	DEALER PARTS FOR CHARGER	518.80	518.80
		Voucher:						
105569	5/14/2024	0012980	CHARTER COMMUNICATIONS	0044267032724	3/27/2024	ACCT# 8448 20 899 0044267 - MA	322.90	
		Voucher:	0879974032924	3/29/2024	ACCT# 8448 30 017 0879974 - 3/2	129.98		
			0008335040124	4/1/2024	APR 2024 - 8448 30 017 0008335	161.26		
			108308401040124	4/1/2024	ACCT# 108308401 - 4/1/24-4/30/2-	890.31	1,504.45	
105570	5/14/2024	00004302	CINTAS UNIFORM SERVICES	4188824137	4/8/2024	GARAGE SHOP TOWEL SERVICE	47.32	47.32
		Voucher:						
105571	5/14/2024	00002408	CITY CLERKS ASSOC. OF CALIF	300002922	4/29/2024	YODIT GLAZE - MEMBERSHIP RE	250.00	250.00
		Voucher:						
105572	5/14/2024	00005090	CITY OF PARAMOUNT	0005214	4/1/2024	3/14/23 - SPONSOR (FUND) ONE	330.42	330.42
		Voucher:						
105573	5/14/2024	0013515	CITY TIRES	41812	1/10/2024	TIRES FOR PARKS MOWERS- GF	807.71	
		Voucher:	42969	4/10/2024	TIRES FOR PARKS MOWERS- GF	1,472.56	2,280.27	
105574	5/14/2024	0011708	CLIENTFIRST TECHNOLOGY, COI	16494	3/31/2024	MAR 2024 - ENTERPRISE RESOL	390.00	
		Voucher:	16401	3/31/2024	MAR 2024 - IT PROJECT MANAGI	7,811.25	8,201.25	
105575	5/14/2024	00004154	CMR: FLORES II, ALAN D.	4/11/24	4/15/2024	4/11/24 - PARKS COMMISSION M	75.00	75.00
		Voucher:						
105576	5/14/2024	0013812	CMR: PELAYO, EDGAR	4/11/24	4/15/2024	4/11/24 - PARKS COMMISSION M	75.00	75.00
		Voucher:						
105577	5/14/2024	0012949	CMR: RUIZ, LIZETTE	4/11/24	4/15/2024	4/11/24- PARKS COMMISSION ME	75.00	75.00
		Voucher:						

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105578	5/14/2024	0013322	COLUMBIA CAPITAL MANAGEMEN	241000003	3/28/2024	FEB 2024 - PROFESSIONAL SER'	2,000.00	2,000.00
		Voucher:						
105579	5/14/2024	0012868	COMPATIOR, INC	10/04/23	10/4/2023	AMENDMENT NO. 4 2020-45-CC-	27,931.18	27,931.18
		Voucher:						
105580	5/14/2024	0011922	CONCENTRA MEDICAL CENTERS	82540837	3/20/2024	03/15/24-03/19/24 - LAX VERNON	692.00	
		Voucher:		82611118	3/27/2024	03/21/24 - LAX VERNON SOTO- F	338.00	
				82684150	4/3/2024	03/28/24-03/31/24 - LAX COMMEF	919.00	1,949.00
105581	5/14/2024	0011922	CONCENTRA MEDICAL CENTERS	82464736	3/13/2024	3/8/24-3/11/24 - DOT PHYSICAL F	258.00	258.00
		Voucher:						
105582	5/14/2024	00003660	CRAFCO, INC.	9403116196	2/6/2024	COLD PATCH FOR POTHOLE PAT	5,970.20	5,970.20
		Voucher:						
105583	5/14/2024	00002647	CUSTOMLINE INC.	1236	3/18/2024	71425 REPAIR VANDALIZED GAT	967.16	
		Voucher:		1241	3/18/2024	REPAIRS FOR GATE - SALT LAKE	1,050.00	2,017.16
105584	5/14/2024	00001423	DAILY JOURNAL CORPORATION	B3796444	4/17/2024	PROOF OF PUBLICATION - HOMI	290.00	
		Voucher:		B3797807	4/17/2024	PROOF OF PUBLICATION - CUP ;	800.00	1,090.00
105585	5/14/2024	00000314	DAPEER ROSENBLIT & LITVAK LL	21203-2	1/31/2023	1/31/23 - BALANCE DUE FROM IN	437.50	437.50
		Voucher:						
105586	5/14/2024	0005392	DAVID VOLZ DESIGN	422770	4/18/2024	DESIGNS FOR THE SOUTH GATE	480.00	480.00
		Voucher:						
105587	5/14/2024	0012407	DAVIS FARR LLP	1365	3/29/2024	ENDING JUNE 30, 2023 - 5TH PR	3,620.00	
		Voucher:		1365-1	3/29/2024	SINGLE AUDIT & EXTRA BILLING	2,430.00	6,050.00
105588	5/14/2024	00000696	DEPT OF CONSERVATION DIVISI	KAN-MAR 2024	4/9/2024	JAN-MAR 2024: STRONG MOTIOI	934.63	934.63
		Voucher:						
105589	5/14/2024	00000175	DOOLEY ENTERPRISES, INC.	67469	3/8/2024	9MM 115GR. FULL METAL JACKE	2,930.80	
		Voucher:		67616	4/1/2024	9MM 115GR. FULL METAL JACKE	2,930.80	5,861.60
105590	5/14/2024	00001782	EBERHARD EQUIPMENT	9757	4/3/2024	KABOTA EQUIPMENT REPAIR AN	1,300.72	1,300.72
		Voucher:						
105591	5/14/2024	00004129	EMERGENCY RESPONSE CRIME T	2024-228	4/15/2024	CRIME AND TRAFFIC BIO HAZAF	750.00	750.00
		Voucher:						
105592	5/14/2024	0014489	EMP: HOUSTON, ROB	SELA LUNCH	4/9/2024	REIMB: LUNCH WITH 5 CITY MAN	191.70	191.70
		Voucher:						
105593	5/14/2024	0012358	EO: GLAZE, YODIT	IIMC 2024	4/22/2024	REIMB: FLIGHT & CAR RENTAL T	1,247.87	
		Voucher:		MEMBERSHIP 2C	4/9/2024	REIMB: IIMC ANNUAL MEMBERS	225.00	
				ORD# 35894	4/11/2024	REIMBURSEMENT - ATTEND THE	675.00	
				CONF# 38358908	5/19/2024	REIMBURSEMENT - HOTEL TO A	1,567.29	3,715.16

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105594	5/14/2024	0013810	EXECUTIVE MANAGEMENT, SEC	24-225	4/21/2024	APR 7-20 - SECURITY SERVICES	7,215.00	
	Voucher:		24-185	4/11/2024	3/24-4/6/2024 - SECURITY SERVI	7,215.00	14,430.00	
105595	5/14/2024	0010558	FACTORY MOTOR PARTS COMP	167-166070	4/3/2024	AUTO PARTS FOR UNIT #127	223.55	
	Voucher:		12-5856971	4/2/2024	AUTO PARTS FOR GARAGE SHC	448.24		
			167-165836	4/1/2024	FACTORY AUTO PARTS	559.80	1,231.59	
105596	5/14/2024	00000619	FALCON FUELS, INC.	70025	3/29/2024	REGULAR UNLEADED FUEL & S/	4,650.14	
	Voucher:		70640	4/17/2024	REGULAR UNLEADED FUEL & S/	13,544.69		
			70393	4/10/2024	REGULAR UNLEADED FUEL & S/	41,299.33	59,494.16	
105597	5/14/2024	0013187	FAST 5 SOUTH GATE 9, LLC	7101	3/31/2024	MAR 2024 CAR WASH SRVS (61	427.00	
	Voucher:		6832	1/31/2024	CAR WASH FOR POLICE DEPT.	273.00	700.00	
105598	5/14/2024	0013912	FAST DEER BUS CHARTER, INC.	10108		CREDIT: RETURN ITEM INVOICE:	-600.87	
	Voucher:		10092	4/10/2024	4/10/24 - BUS RENTALS FOR DE	2,185.00	1,584.13	
105599	5/14/2024	00002026	FEDERAL EXPRESS CORPORATI	8-446-87819	3/22/2024	DELIVERY SERVICES	109.03	
	Voucher:		8-453-37050	3/29/2024	DELIVERY SERVICES	78.78		
			8-467-33662	4/12/2024	FED EX FIRST OVERNIGHT	67.90		
			8-461-11201	4/5/2024	FEDEX EXPRESS SERVICES	13.92	269.63	
105600	5/14/2024	0010625	FLEETCREW	53576	3/20/2024	SERVICE EMMISION CONTROL S	609.78	
	Voucher:		53575	3/19/2024	SERVICE EMMISION CONTROL S	759.78		
			53782	3/27/2024	AUTO PARTS FOR UNIT #359	275.00		
			53783	3/27/2024	AUTO PARTS FOR UNIT #317	609.78	2,254.34	
105601	5/14/2024	00003770	FLEMING ENVIRONMENTAL INC.	21205	4/3/2024	FUEL TANK INSPECTIONS 4/2/24	560.00	560.00
	Voucher:							
105602	5/14/2024	0010237	FRONTIER COMMUNICATIONS	562-197-1130-040	4/5/2024	ACCT# 562-197-1130-040121-5: 4	564.17	564.17
	Voucher:							
105603	5/14/2024	0013735	GALLATIN INVESTIGATIONS LLC	2024-0004	3/21/2024	BACKGROUND INVESTIGATION I	2,204.84	2,204.84
	Voucher:							
105604	5/14/2024	00003955	GALLS, LLC, (FEIN 20-3545989)	026204611	11/8/2023	UNIFORM TROUSER - BUSINESS	62.09	
	Voucher:		025206475	7/28/2023	UNIFORM POLOS - BUSINESS LI	128.88	190.97	
105605	5/14/2024	0013954	GANNETT FLEMING, INC.	074896-010	2/12/2024	THRU 1/26/24 -CONSTRUCTION I	7,224.96	
	Voucher:		074896-011	3/12/2024	THRU 2/23/24 -CONSTRUCTION I	1,383.35	8,608.31	
105606	5/14/2024	0006890	GARVEY EQUIPMENT COMPANY	160244	4/10/2024	GROUNDS MAINTENANCE EQUIP	960.67	
	Voucher:		160247	4/9/2024	GROUNDS MAINTENANCE EQUIP	850.16		
			159968	3/28/2024	GROUNDS MAINTENANCE EQUIP	418.39	2,229.22	
105607	5/14/2024	0013185	GILMAN CONSTRUCTION MEDIA	2984	2/29/2024	FEB 2024 -PROVIDE GC MEDIA 4	339.00	
	Voucher:		3030	3/31/2024	MAR 2024 -PROVIDE GC MEDIA 4	339.00	678.00	

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105608	5/14/2024	0010639	GONZALEZ GOODALE ARCHITEC0024231	3/31/2024	MR 2024 - SOUTH GATE COURT	2,920.00	2,920.00	
		Voucher:						
105609	5/14/2024	00002890	GRAINGER	9041416828	3/5/2024	SPECIALTY HARDWARE	1,386.06	
		Voucher:		9049606289	3/12/2024	SPECIALTY HARDWARE	1,576.27	
				9040912967	3/4/2024	71012 SPORT CENTER MECHAN	131.54	
				9059364274	3/20/2024	71012 MISC POOL MECHANICAL	173.45	
105610	5/14/2024	0013098	GREEN'S DRY CLEANING & LAUN539219	3/30/2024	MAR 2024 - JAIL CLEANING OF B	1,427.40	3,267.32	
		Voucher:					1,427.40	
105611	5/14/2024	0013070	GRIFFIN STRUCTURES, INC.	GSI-SGUO-33	2/29/2024	FEB 2024 - CONSTRUCTION MA	9,295.42	9,295.42
		Voucher:						
105612	5/14/2024	0011526	HASA, INC.	947156	3/14/2024	WATER TREATMENT CHEMICALS	968.97	
		Voucher:		947158	3/14/2024	WATER TREATMENT CHEMICALS	864.21	
				947157	3/14/2024	WATER TREATMENT CHEMICALS	615.42	
				947148	3/14/2024	WATER TREATMENT CHEMICALS	471.39	
105613	5/14/2024	0009880	HDL SOFTWARE, LLC	SIN029800	6/30/2023	Q2 2023 (APR-JUN 2023) SMALL	2,740.00	2,919.99
		Voucher:		SIN034973	12/31/2023	Q4 2023 (OCT-DEC 2023) SMALL	2,660.00	
							5,400.00	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105615	5/14/2024	00000268	HOME DEPOT CREDIT SERVICES	8363329	3/19/2024	GENERAL MAINTENANCE - MISC	31.86
	Voucher:		7372081	3/20/2024	GENERAL MAINTENANCE - MISC	18.88	
			7352270	3/20/2024	GENERAL MAINTENANCE - MISC	484.52	
			5972569	4/1/2024	WATER DEPARTMENT SUPPLIES	510.49	
			4352386	4/2/2024	MISC SUPPLIES	42.86	
			2340234	4/4/2024	MISC SUPPLIES	41.88	
			7371482	4/9/2024	WATER DEPARTMENT SUPPLIES	26.91	
			1352491	4/15/2024	WATER DEPARTMENT SUPPLIES	49.43	
			0340123	2/6/2024	71012 DETECTIVE BUREAU REM	811.91	
			3340217	4/3/2024	MISC SUPPLIES	47.58	
			3372165	4/3/2024	MISC SUPPLIES	32.22	
			2340235	4/4/2024	MISC SUPPLIES	39.91	
			7340278	4/9/2024	MISC SUPPLIES	84.24	
			7340266	4/9/2024	MISC SUPPLIES	150.49	
			6372206	4/10/2024	MISC SUPPLIES	306.60	
			5352461	4/11/2024	MISC SUPPLIES	505.52	
			5352460	4/11/2024	MISC SUPPLIES	249.52	
			6340141	3/21/2024	GENERAL MAINTENANCE - MISC	177.01	
			0372123	3/27/2024	GENERAL MAINTENANCE - MISC	52.77	
			9340179	3/28/2024	MISC SUPPLIES	127.25	
			9372125	3/28/2024	GENERAL MAINTENANCE - MISC	39.84	
			6340285	4/10/2024	MISC SUPPLIES	213.86	
			0340125	2/6/2024	GENERAL MAINTENANCE - MISC	844.98	
			9352255	3/18/2024	GENERAL MAINTENANCE - MISC	267.84	
			8352263	3/19/2024	ELECTRICAL SUPPLIES	110.64	
			4372023	3/13/2024	ELECTRICAL SUPPLIES	395.27	
			3340091	3/14/2024	GENERAL MAINTENANCE - MISC	81.27	
			8352265	3/19/2024	GENERAL MAINTENANCE - MISC	57.66	
			8372063	3/19/2024	GENERAL MAINTENANCE - MISC	566.47	
			0340124	2/6/2024	GENERAL MAINTENANCE - MISC	959.30	
			7371408	3/20/2024	ELECTRICAL SUPPLIES	72.27	
			1041066	3/26/2024	GENERAL MAINTENANCE - MISC	24.09	
			116744	3/27/2024	WATER DEPARTMENT SUPPLIES	923.01	
			9363339	3/28/2024	MISC SUPPLIES	74.56	
			7372075	3/20/2024	GENERAL MAINTENANCE - MISC	9.88	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
			0041069	3/27/2024	GENERAL MAINTENANCE - MISC	36.17		
			0372222	4/16/2024	GROUNDS SUPPLIES	359.24	8,828.20	
105616	5/14/2024	00000647	HONEYWELL INTERNATIONAL IN5266459407	4/1/2024	MAY 2024 - MANNUAL HVAC EQL	12,040.08	12,040.08	
		Voucher:						
105617	5/14/2024	0006153	HUMAN SERVICES ASSOCIATIONJAN01312024	2/10/2024	JAN 2024 - PROVIDE MEALS AT 1	1,378.09		
		Voucher:	FEB01292024	3/10/2024	FEB 2024 - PROVIDE MEALS AT 1	1,378.08		
			MAR01312024	4/10/2024	MAR 2024 - PROVIDE MEALS AT	1,378.08	4,134.25	
105618	5/14/2024	00004578	INTERWEST CONSULTING GROU315193	3/17/2024	THRU MAR 2024 - PROFESSION/	1,745.00	1,745.00	
		Voucher:						
105619	5/14/2024	0009928	INVESTIGATIVE POLYGRAPH, SE453	3/27/2024	BACKGROUND INVESTIGATION	1,700.00		
		Voucher:	454	3/27/2024	BACKGROUND INVESTIGATION	1,700.00	3,400.00	
105620	5/14/2024	0014456	JACOB GREEN & ASSOCIATES, I12556	3/31/2024	COUNCIL GOAL SETTING FACILI	14,200.00	14,200.00	
		Voucher:						
105621	5/14/2024	0013816	JO GO TOOLS LLC	04162444956	4/16/2024	SMALL GARAGE SHOP TOOL	132.30	132.30
		Voucher:						
105622	5/14/2024	00000430	JOHN L. HUNTER AND ASSOCIATSG1BCR12402	4/1/2024	FEB 2024 - MANAGEMENT SERV	15,511.94		
		Voucher:	SG1UOR12402	4/1/2024	FEB 2024 -MANAGEMENT SERVI	600.00		
			SG1IW12402	4/1/2024	FEB 2024 - MANAGEMENT SERV	870.00	16,981.94	
105623	5/14/2024	0011585	JOHNSON CONTROLS FIRE	24039296	3/27/2024	FIRE SUPPRESSION SYSTEM S\	361.00	
		Voucher:	23923842	1/9/2024	FIRE SUPPRESSION SYSTEM S\	218.00		
			24023540	3/12/2024	FIRE SUPPRESSION SYSTEM S\	391.00		
			24027053	3/18/2024	FIRE SUPPRESSION SYSTEM S\	838.25		
			24024597	3/13/2024	FIRE SUPPRESSION SYSTEM S\	361.00		
			24024599	3/13/2024	FIRE SUPPRESSION SYSTEM S\	523.00		
			24024598	3/13/2024	FIRE SUPPRESSION SYSTEM S\	704.00		
			23923841	1/9/2024	FIRE SUPPRESSION SYSTEM S\	218.00		
			51791461	3/28/2024	FIRE SUPPRESSION SYSTEM IN	768.60		
			24024629	3/13/2024	FIRE SUPPRESSION SYSTEM S\	361.00		
			24027057	3/18/2024	FIRE SUPPRESSION SYSTEM S\	133.00		
			24025389	3/14/2024	FIRE SUPPRESSION SYSTEM S\	523.00		
			24027911	3/19/2024	FIRE SUPPRESSION SYSTEM S\	566.00		
			24026171	3/15/2024	FIRE SUPPRESSION SYSTEM S\	3,860.00		
			24023539	3/12/2024	FIRE SUPPRESSION SYSTEM S\	389.25		
			24023590	3/12/2024	FIRE SUPPRESSION SYSTEM S\	361.00	10,576.10	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105624	5/14/2024	00003387	KNORR SYSTEMS, INC.	226057	2/6/2024	POOL SUPPLIES - REPLACE SPA	357.64	
	Voucher:			229842	3/22/2024	71012 POOL PARTS TRANSFORM	133.31	490.95
105625	5/14/2024	0007294	KOA CORPORATION	JC31114-9	3/6/2024	1/27/24-2/23/24 - STREET LIGHTS	6,220.73	
	Voucher:			JC21195-6	2/20/2024	11/25/23-1/26/24 - ENGINEERING	4,215.00	10,435.73
105626	5/14/2024	0008150	L.N. CURTIS & SONS	INV814052	4/17/2024	UNIFORM AND ACCESSORIES	99.45	
	Voucher:			INV803162	3/19/2024	UNIFORM: WOMEN'S FLEX-TAX /	254.15	
				INV804243	3/22/2024	UNIFORM: WOMEN'S FLEX-TAX /	397.80	751.40
105627	5/14/2024	00003540	LA COUNTY DEPT. OF PUBLIC WORKS	RE-PW-24031105	3/11/2024	FEB 2024 - TWEEDY BLVD. SIGN.	2,455.77	
	Voucher:			RE-PW-24031105	3/11/2024	TWEEDY BLVD. SIGNAL SYNCHRONIZATION	3,229.57	5,685.34
105628	5/14/2024	0006905	LA COUNTY SHERIFF'S DEPARTMENT	242472BL	3/14/2024	FEB 2024 INMATE MEAL SERVICES	656.00	656.00
	Voucher:							
105629	5/14/2024	0012590	LA TRUCK & AUTO INC, NAPA AUTO PARTS	6265-287923	3/26/2024	AUTOMOTIVE PARTS	41.84	
	Voucher:			6265-288336	4/1/2024	AUTOMOTIVE PARTS	177.54	219.38
105630	5/14/2024	0014514	LAW OFFICES OF TODD F. HAINES	FILE# 600-1429	3/21/2024	PAYMENT PER SETTLEMENT AGREEMENT	8,134.00	8,134.00
	Voucher:							
105631	5/14/2024	0014114	LEE & RO, INC	1249/04	4/9/2024	2/24/24-3/29/24 - SEWER SYSTEM	8,298.00	8,298.00
	Voucher:							
105632	5/14/2024	0014460	LELAND SAYLOR & ASSOCIATES	0031413	12/5/2023	THRU 11/30/23 - SGPD HVAC REPAIR	16,300.00	16,300.00
	Voucher:							
105633	5/14/2024	00003754	LIEBERT CASSIDY WHITMORE	227393	9/30/2022	PROFESSIONAL SERVICES THROUGH	420.00	
	Voucher:			229247	10/21/2022	PROFESSIONAL SERVICES THROUGH	949.00	
				231242	11/30/2022	PROFESSIONAL SERVICES THROUGH	301.50	1,670.50
105634	5/14/2024	0013343	LITTLEJOHN COMMUNICATIONS	04012024	4/1/2024	MAR 2024 - SERVICES FOR INMATE	100.00	100.00
	Voucher:							
105635	5/14/2024	00003941	M. HARA LAWNMOWER CENTER	50307	4/8/2024	SMALL EQUIPMENT SALES AND	209.48	209.48
	Voucher:							
105636	5/14/2024	00004060	MCMASTER-CARR SUPPLY CO	24040890	3/20/2024	71012 WELDING SHOP STEEL CUTTING	501.90	
	Voucher:			23200037	3/5/2024	SPECIAL HARDWARE. NO WORK	213.17	
				23194990	3/5/2024	SPECIAL HARDWARE. NO WORK	117.72	832.79
105637	5/14/2024	0011575	MERCHANTS BUILDING	788772	2/29/2024	FEB 2024 - MBM- ANNUAL JANITORY	26,126.10	
	Voucher:			795947	3/31/2024	MAR 2024 - MBM- ANNUAL JANITORY	26,126.10	52,252.20

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105638	5/14/2024	00003815	MICHELSON LABORATORIES, INC	0689486	3/15/2024	TITLE 22 LAB ANALYSIS	972.72	
	Voucher:			0689492	3/15/2024	TITLE 22 LAB ANALYSIS	903.24	
				0689490	3/15/2024	TITLE 22 LAB ANALYSIS	972.72	
				0688222	2/29/2024	TITLE 22 LAB ANALYSIS	903.24	
				0690821	3/29/2024	MONTHLY - HETEROTROPHIC PI	972.72	
				0690822	3/29/2024	TITLE 22 LAB ANALYSIS	868.50	5,593.14
105639	5/14/2024	00000447	MISC - BLDG PERMITS	210450-MONTES	4/9/2024	VWRP REFUNDABLE DEPOSIT &	8,759.95	8,759.95
	Voucher:							
105640	5/14/2024	00000447	MISC - BLDG PERMITS	231721-SBTR	4/9/2024	VWRP REFUNDABLE DEPOSIT &	5,999.95	5,999.95
	Voucher:							
105641	5/14/2024	00000447	MISC - BLDG PERMITS	230695-CHAVEZ	4/9/2024	VWRP REFUNDABLE DEPOSIT 1	2,322.65	2,322.65
	Voucher:							
105642	5/14/2024	00000447	MISC - BLDG PERMITS	224143-RELIABLE	4/9/2024	PERMIT CANCELLED PER CONT	16.00	16.00
	Voucher:							
105643	5/14/2024	00003356	MISC - LIABILITY CLAIMS	AGUILAR CLAIM	4/22/2024	LIABILITY CLAIM# 24-08-40 SETT	143.00	143.00
	Voucher:							
105644	5/14/2024	00000170	MISC - PKS & REC REFUND	60254379 CORTE	4/15/2024	REFUND OF DEPOSIT DUE TO C	1,493.00	1,493.00
	Voucher:							
105645	5/14/2024	00000170	MISC - PKS & REC REFUND	61309162 ZAMOR	4/16/2024	REFUND OF DEPOSIT (AFTER E'	495.00	495.00
	Voucher:							
105646	5/14/2024	00000170	MISC - PKS & REC REFUND	61294311 RINCOM	4/9/2024	REFUND OF DEPOSIT (AFTER E'	495.00	495.00
	Voucher:							
105647	5/14/2024	00000170	MISC - PKS & REC REFUND	304499/60270234	3/27/2024	FORFIET FEE (RAMIOR PAREDE	85.00	85.00
	Voucher:							
105648	5/14/2024	00003458	MISC - PUBLIC WORKS	781936	3/26/2024	REIMB: NEW WATER SERVICE IN	1,033.84	1,033.84
	Voucher:							
105649	5/14/2024	00003458	MISC - PUBLIC WORKS	673534	3/19/2024	DEPOSIT RETURN - CONSTRUC'	1,000.00	1,000.00
	Voucher:							
105650	5/14/2024	00003458	MISC - PUBLIC WORKS	764761	3/26/2024	REIMB: NEW WATER SERVICE IN	933.80	933.80
	Voucher:							
105651	5/14/2024	00003458	MISC - PUBLIC WORKS	784392	3/26/2024	REIMB: NEW WATER SERVICE IN	920.13	920.13
	Voucher:							
105652	5/14/2024	00003458	MISC - PUBLIC WORKS	779435	3/26/2024	REIMB: NEW WATER SERVICE IN	919.05	919.05
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105653	5/14/2024	00003458	MISC - PUBLIC WORKS	789748	3/26/2024	REIMB: NEW WATER SERVICE IN	880.69	880.69
		Voucher:						
105654	5/14/2024	00003458	MISC - PUBLIC WORKS	749304	3/26/2024	REIMB: NEW WATER SERVICE IN	600.82	600.82
		Voucher:						
105655	5/14/2024	00003458	MISC - PUBLIC WORKS	788943	3/26/2024	REIMB: NEW WATER SERVICE IN	330.18	330.18
		Voucher:						
105656	5/14/2024	00003458	MISC - PUBLIC WORKS	785292	3/29/2024	REIMB: UPGRADING WATER ME	216.95	216.95
		Voucher:						
105657	5/14/2024	0009426	MV CHENG & ASSOCIATES, INC.	3/31/2024B	4/3/2024	MAR 2024 - NEEDED PROFESSI	12,410.00	
		Voucher:		3/31/2024G	4/5/2024	MAR 2024 - AS NEEDED PROFES	3,262.50	15,672.50
105658	5/14/2024	0009990	NATURE'S SELECT PET FOOD	177625	3/6/2024	FOOD FOR K-9 CHAVO/VARELA	126.12	
		Voucher:		177425	3/4/2024	FOOD FOR K-9 MAILO/VEGA	126.71	
				179888	3/29/2024	FOOD FOR K-9 OTIS/MENDE	126.12	378.95
105659	5/14/2024	00003843	NORTH STAR ELECTRONICS, LLC	3275	4/18/2024	LIGHTBAR & AIRHORN SYSTEM	12,697.23	12,697.23
		Voucher:						
105660	5/14/2024	0012202	NUMA NETWORKS	35921	2/29/2024	JUN 2024 - 07/2023 TO 09/2023 M	2,000.00	
		Voucher:		35872	2/15/2024	PENALTY FOR LATE FEE INVOIC	200.00	2,200.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105661	5/14/2024	00001414 OFFICE DEPOT	356685450001	3/15/2024	OFFICE SUPPLIES & TONER	299.24	
	Voucher:		355699679001	3/7/2024	OFFICE SUPPLIES	288.34	
			355888452001	3/4/2024	OFFICE SUPPLIES	377.74	
			355899444001	3/3/2024	OFFICE SUPPLIES	19.57	
			357475780001	3/4/2024	OFFICE SUPPLIES	139.69	
			354599493001	2/29/2024	OFFICE SUPPLIES	154.31	
			354526167001	3/5/2024	OFFICE SUPPLIES	69.03	
			354746373001	3/6/2024	CLOCK WITH DATE	190.94	
			357078603001	3/18/2024	OFFICE SUPPLIES	114.10	
			355629085001	3/4/2024	OFFICE SUPPLIES	30.76	
			355636641001	3/1/2024	OFFICE SUPPLIES	37.47	
			356643012001	3/18/2024	OFFICE SUPPLIES	628.35	
			356685446001	3/15/2024	OFFICE SUPPLIES	178.16	
			356171084001	3/7/2024	OFFICE SUPPLIES	77.64	
			357926026001	3/19/2024	OFFICE SUPPLIES	70.44	
			357454657001	3/4/2024	CLOCK WITH DOCUMENT STAMI	247.59	
			351688176001		CREDIT, INVOICE# 35177584600	-217.26	
			355818349001		CREDIT, INVOICE# 35483647500	-110.24	
			355907895001	3/4/2024	OFFICE SUPPLIES	10.62	
			355389781002	3/18/2024	KEYBOARD	110.24	
			359827617001	3/21/2024	OFFICE SUPPLIES	85.36	
			359827091001	3/21/2024	OFFICE SUPPLIES	383.03	
			355959377001	3/1/2024	OFFICE SUPPLIES	209.46	
			355959523001	3/4/2024	OFFICE SUPPLIES	24.14	
			356402074001	3/5/2024	OFFICE SUPPLIES	96.44	
			357542026001	3/7/2024	OFFICE SUPPLIES	112.28	
			358535577001	3/21/2024	OFFICE SUPPLIES	112.79	
			358238605001	3/19/2024	OFFICE SUPPLIES	771.02	
			358268214001	3/20/2024	OFFICE SUPPLIES	53.70	
			358268216001	3/20/2024	OFFICE SUPPLIES	127.85	
			358284798001	3/19/2024	OFFICE SUPPLIES	260.45	
			355651358001	3/19/2024	OFFICE SUPPLIES	263.48	
			355803910001	3/14/2024	OFFICE SUPPLIES	148.72	
			355806258001	3/19/2024	PRO EX9240 PROJECTOR	923.06	
			357397767001		CREDIT, INVOICE# 35483636100	-31.72	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105662	5/14/2024	0013563	OFFICE OF: OFFICE CORP.	352218251001 2407	3/4/2024 4/10/2024	OFFICE SUPPLIES MAR 2024 - ADU MANAGEMENT I	87.83 15,500.00	6,344.62 15,500.00
		Voucher:						
105663	5/14/2024	0014072	OLIVAREND INC	SGDDT2024	4/10/2024	DEFENSIVE DRIVER TRAINING N	990.00	990.00
		Voucher:						
105664	5/14/2024	0007984	O'REILLY AUTO PARTS	3063-159814	4/3/2024	AUTO PARTS	22.03	
		Voucher:		3063-159798	4/3/2024	AUTO PARTS	75.81	
				3063-160507	4/8/2024	AUTO PARTS	12.12	
				3063-160603	4/8/2024	AUTO PARTS	29.77	
				3063-160508	4/8/2024	AUTO PARTS	30.86	
				3063-160661	4/9/2024	AUTO PARTS	30.83	
				3063-160730	4/9/2024	AUTO PARTS	203.96	
				3063-159562	4/2/2024	AUTO PARTS	20.93	
				3063-161517	4/15/2024	AUTO PARTS	205.98	
				3063-160827		CREDIT: CORE RETURN INVOICE	-40.00	
				3063-160713	4/9/2024	AUTO PARTS	40.05	
				3063-161010	4/11/2024	AUTO PARTS	70.52	
				3063-161616	4/15/2024	AUTO PARTS	20.82	
				3063-157832	3/21/2024	AUTO PARTS	40.79	
				3063-159466	4/1/2024	AUTO PARTS	76.04	
				3063-159657	4/2/2024	AUTO PARTS	23.94	
				3063-160004	4/4/2024	AUTO PARTS	208.17	
				3063-160579	4/8/2024	AUTO PARTS	126.78	
				3063-159585	4/2/2024	AUTO PARTS	23.94	
				3063-159560	4/2/2024	AUTO PARTS	11.50	
				3063-147577	1/10/2024	EQUIPMENT SUPPLIES	154.80	
				3063-157833	3/21/2024	AUTO PARTS	30.90	
				3063-157840	3/21/2024	AUTO PARTS	124.58	
				3063-158884	3/27/2024	AUTO PARTS	14.10	
				3063-158781	3/27/2024	AUTO PARTS	13.34	
				3063-159468	4/1/2024	AUTO PARTS	179.39	
				3063-158582 3/26	3/26/2024	AUTO PARTS	165.66	
				3063-158701	3/26/2024	AUTO PARTS	40.00	1,957.61
105665	5/14/2024	00002769	PARIS LASER PRINTER REPAIR	29693	12/26/2023	PRINTER REPAIR	196.25	196.25
		Voucher:						

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105666	5/14/2024	0011294	PARKWOOD LANDSCAPE	106882	2/29/2024	ANNUAL LANDSCAPE MAINTEN/	29,719.00	29,719.00
		Voucher:						
105667	5/14/2024	00003620	PD: CORELLA, CARLOS	TNR 99	4/23/2024	4/8-11/24 - PER DIEM AND MILAG	331.36	331.36
		Voucher:						
105668	5/14/2024	0010854	PD: CUEVAS, JESUS	TNR 112	4/23/2024	3/26/24 - REGISTRATION REIMB:	138.00	138.00
		Voucher:						
105669	5/14/2024	0010468	PD: HERNANDEZ, ALEXIS	TNR 110	4/23/2024	3/25-29/24 - PER DIEM, CA PROP	279.00	279.00
		Voucher:						
105670	5/14/2024	0010856	PD: MORALES, ISAAC	TRN 111	4/23/2024	3/25-29/24 - PER DIEM, ICI DOME	310.50	310.50
		Voucher:						
105671	5/14/2024	00003808	PD: RODRIGUEZ, JUAN	TNR 110	4/23/2024	3/25-29/24 - PER DIEM AND LODC	996.36	996.36
		Voucher:						
105672	5/14/2024	0010617	PD: ROMERO, ABRAHAM	TNR 105	4/21/2024	2/8-9/24 - TUITION REIMB: PISTO	650.00	650.00
		Voucher:						
105673	5/14/2024	0009511	PD:PRADO FAMILY SHOOTING R/6982		4/21/2024	4/17/27 - FIREARMS TRAINING &	450.00	450.00
		Voucher:						
105674	5/14/2024	0013613	PERFORMANCE FORD	PDA10179	1/15/2024	F450 - REPLACEMENT FOR GM I	75,410.15	
		Voucher:		NEF27034	4/15/2024	F250 - REPLACEMENT FOR GM I	73,065.91	148,476.06
105675	5/14/2024	00004714	PETTY CASH- POLICE DEPT. -	4/1/24-4/22/24	4/23/2024	4/1/24-4/22/24 - PETTY CASH (JM	333.41	333.41
		Voucher:						
105676	5/14/2024	0011086	PK: BARNETT, RHONDA	RSSPRING424	4/16/2024	UMPIRE FEE FOR SOFTBALL	560.00	560.00
		Voucher:						
105677	5/14/2024	00004271	PK: BETANCOURT, CRYSTAL	CBSPRING424	4/15/2024	SPRING 2024 - YOUTH HIP HOP /	6,425.44	6,425.44
		Voucher:						
105678	5/14/2024	0012870	PK: BIBRIESCA DE ARELLANO, MMBWINTER0424-		4/9/2024	3/15/24-4/9/24 - STEP AEROBICS	360.00	
		Voucher:		MBWINTER0424	4/9/2024	3/15/24-4/9/24 - STEP AEROBICS	360.00	720.00
105679	5/14/2024	00001643	PK: DIAZ, VANESSA	VDSRING424	4/15/2024	SPRING 2024 - BABY MEXICAN F	1,083.00	1,083.00
		Voucher:						
105680	5/14/2024	0013205	PK: DUSTIN NATHANIEL GARCIA	DGSPRING424	4/10/2024	ART CLASSES	687.50	687.50
		Voucher:						
105681	5/14/2024	0011257	PK: GUILMETTE, ROBERT	RGWINTER0424	4/8/2024	3/13/24-4/11/24 - YOGA CLASSES	1,080.00	1,080.00
		Voucher:						
105682	5/14/2024	0008741	PK: HINDU, CLAUDIA	CHSPRING424	4/15/2024	SPRING 2024 - FASHION SKETCH	1,150.00	1,150.00
		Voucher:						

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105683	5/14/2024	00003691	PK: LARIOS, JUAN	JLAPRIL424	4/16/2024	APR 2024 - KARATE	1,148.40	1,148.40
			Voucher:					
105684	5/14/2024	00003708	PK: LASTRA, MARY	MLSPRING424	4/15/2024	SPRING 2024 - MEXICAN FOLK D	2,707.50	2,707.50
			Voucher:					
105685	5/14/2024	0013766	PK: LOPEZ, ASHLEY	ALSPRING424	4/9/2024	SPRING 2024 - YOUTH CHEER C	1,010.08	1,010.08
			Voucher:					
105686	5/14/2024	0013797	PK: MANRIQUEZ, EYVAR	EMWINTER0424	4/8/2024	3/14/24-4/5/24 - MUAY THAI CONI	280.00	280.00
			Voucher:					
105687	5/14/2024	0009212	PK: RAMOS, GUNTHER H. ALCERGASPRING424		4/15/2024	SPRING 2024 - DOG OBEDIENCE	512.40	512.40
			Voucher:					
105688	5/14/2024	0014459	PK: RANGEL, VIOLETA ISAVEL	MSWINTER0424	4/8/2024	3/16/24-4/8/24 - ADVABCED YOGA	180.00	180.00
			Voucher:					
105689	5/14/2024	00003720	PK: RODRIGUEZ, BEATRIZ J	67449894	4/8/2024	3/4/24-3/27/24 - OVER EASY	88.00	88.00
			Voucher:					
105690	5/14/2024	0011335	PK: SALAZAR, ALICIA C	ASSPRING424	4/10/2024	SPRING 2024 - ART INSTRUCTIO	605.60	605.60
			Voucher:					
105691	5/14/2024	0010624	PK: SANCHEZ, MARIBEL	MSWINTER0424	4/8/2024	3/16/24-4/6/24 - ZUMBA	180.00	180.00
			Voucher:					
105692	5/14/2024	0013659	PK: SANCHEZ, ROCIO	RSWINTER0424	4/8/2024	3/13/24-4/9/24 - ZUMBA CLASSES	900.00	900.00
			Voucher:					
105693	5/14/2024	0013796	PK: YOGAWITHVANESA	VJWINTER04024	4/8/2024	3/1/24-4/8/24 - 1ADULT YOGA	280.00	280.00
			Voucher:					
105694	5/14/2024	00000339	POSTMASTER	PERMIT#2280 SU	4/15/2024	PERMIT#2280 TYPE PI MONIES I	5,100.00	5,100.00
			Voucher:					
105695	5/14/2024	0014204	PREFERRED IMPRESSIONS, INC.27263		3/19/2024	NEW DOOR SIGNS FOR CITY HA	264.60	
			Voucher:	27187	3/14/2024	GRAPHICS FOR HARLEY DAVIDS	178.71	443.31
105696	5/14/2024	0011466	PRINCIPAL LIFE INSURANCE CO.FEB 2024		1/28/2024	FEB 2024: PREMIUM	5,974.22	5,974.22
			Voucher:					
105697	5/14/2024	0006933	PSYCHOLOGICAL CONSULTING /527089		3/23/2024	PRE-EMPLOYMENT EVALUATION	462.00	
			Voucher:	527017	2/23/2024	PRE-EMPLOYMENT EVALUATION	462.00	
				527076	3/23/2024	CRITICAL INCIDENT STRESS DEB	2,424.00	3,348.00
105698	5/14/2024	00001322	PVP COMMUNICATIONS INC.	134262	2/9/2024	EQUIPMENT INSTALLATION TO F	180.00	180.00
			Voucher:					
105699	5/14/2024	00004741	QUALITY FENCE COMPANY INC	422024-2	4/11/2024	PROGRESS PAYMENT #2 - CONS	132,620.00	132,620.00
			Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105700	5/14/2024	00000416	RAPID-O-PRINT	30894	4/12/2024	EARTH DAY COPIES	3,059.44	3,059.44
		Voucher:						
105701	5/14/2024	0013627	RED WING BRANDS OF AMERICA#20240310109693		3/10/2024	SAFETY FOOTWEAR	248.03	248.03
		Voucher:						
105702	5/14/2024	0011545	RELX, INC.	1431080-2024033	3/31/2024	MAR 2024 - AVCC ANNUAL SUBS	1,465.00	1,465.00
		Voucher:						
105703	5/14/2024	00002735	ROADLINE PRODUCTS, INC. USA19701		3/7/2024	GRAFFITI UNITS 618 & 619	628.43	
		Voucher:	19767		3/28/2024	REPLACEMENT OF TWO (2) PAIR	11,285.35	11,913.78
105704	5/14/2024	0012665	RS SCREEN PRINTING & EMBROISGBASEBALL318		3/17/2024	STAFF UNIFORMS/ADULT SPOR	1,103.60	1,103.60
		Voucher:						
105705	5/14/2024	0009447	RWC GROUP	XA101181282:01	4/8/2024	AUTO PARTS FOR UNIT #611	95.45	
		Voucher:		XA301163660:01	4/5/2024	AUTO PARTS FOR UNIT #284	394.83	490.28
105706	5/14/2024	00004821	S & J SUPPLY COMPANY, INC.	S100226648.001	3/12/2024	MISC HARDWARE	223.05	
		Voucher:		S100227606.001	3/28/2024	WATER SUPPLIES FOR REPAIRS	1,799.58	2,022.63
105707	5/14/2024	0008369	SAFETY-KLEEN SYSTEM, INC	94080417	3/16/2024	CLEANING SERVICE OF EQUIPM	1,665.92	1,665.92
		Voucher:						
105708	5/14/2024	00000322	SAM'S CLUB	008303	4/16/2024	GIVEAWAYS FOR EARTH DAY EV	195.01	
		Voucher:		008674	4/16/2024	WATER FOR EARTH DAY PARTIC	574.08	769.09
105709	5/14/2024	0013820	SC COMMERCIAL LLC, FEIN: 83-C2564844-IN		1/23/2024	BULK AUTOMOTIVE LUBRICANT:	1,025.88	1,025.88
		Voucher:						
105710	5/14/2024	00004829	SCMAF	033124/SGATE	3/31/2024	1/8-3/31/24 - TOURNAMENT AND	1,571.50	1,571.50
		Voucher:						
105711	5/14/2024	0005808	SCOTCH PAINT CORPORATION	7324	4/2/2024	INVENTORY PO/ PAINT	8,587.29	8,587.29
		Voucher:						
105712	5/14/2024	00004830	SCS ENGINEERS	0496569	2/29/2024	FEB 2024 - SCS ENGINEERS	7,641.00	7,641.00
		Voucher:						
105713	5/14/2024	0010623	SECTRAN SECURITY INC.	24040584	4/8/2024	APR 2024 - SECTRAN - ARMORE	402.82	402.82
		Voucher:						
105714	5/14/2024	00004834	SECURITY SIGNAL DEVICES SYSS-01122657		3/22/2024	HOLLYDALE PANEL LINE	189.00	
		Voucher:		S-01122659	3/22/2024	HOLLYDALE RELOCATION OF DE	1,084.23	
				S-01122257	3/15/2024	SPORT CENTER PANEL GENERA	189.00	1,462.23
105715	5/14/2024	0013561	SERGIO'S AUTO UPHOLSTERY	3382	4/12/2024	REPAIR FOR UNIT #195	534.49	534.49
		Voucher:						
105716	5/14/2024	0013614	SHOETERIA, INC.	0062993-IN	2/17/2024	SAFETY FOOTWEAR PROVIDER	224.38	224.38
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105717	5/14/2024	0012883	SHUSTER ADVISORY GROUP,LLC5199	3/31/2024	Q1, 2024 - ADVISORY FEE FOR C	7,500.00	7,500.00	
		Voucher:						
105718	5/14/2024	0012098	SO CAL COMPTON PIPE SUPPLY 1519	3/27/2024	BRASS & ADAPTER	304.61		
		Voucher:	1524	4/2/2024	BRASS MATERIAL	320.45		
			1541	4/10/2024	CORP STOP AND SADDLE FOR V	737.63	1,362.69	
105719	5/14/2024	00005096	SOUTH COAST A.Q.M.D.	3/1/2024	FACILITY ID: 113647	251.11		
		Voucher:	4320386	3/1/2024	FACILITY DI: 144679V JUL 2023-J	251.11	502.22	
105720	5/14/2024	0013504	SOUTHEAST COMMUNITY FOUNI000231040	4/12/2024	FALL 2023, SPRING 2024 - TUTOI	75,815.07		
		Voucher:	000231037	1/17/2024	FALL 2023 - TUTORING FOR 270	224.14	76,039.21	
105721	5/14/2024	0013538	STACY MEDICAL CENTER	3/5/2024	PRE-BOOKING EXAMS, (3) JAN 2	1,015.00	1,015.00	
		Voucher:	2452-53693					
105722	5/14/2024	00004908	STATUS ONE MEDICAL INC	68427	2/22/2024	FIRST AID SUPPLY RESTOCK	138.42	138.42
		Voucher:						
105723	5/14/2024	0008790	STEAM X. LLC	68588	4/12/2024	REPLACEMENT PARTS FOR GR/	761.72	761.72
		Voucher:						
105724	5/14/2024	0013656	SUPERIOR VISION INSURANCE, Ifeb 2024 PREMIUI	2/20/2024	JAN 2024: ADJ FOR ACTIVE SWC	186.94	186.94	
		Voucher:						
105725	5/14/2024	0005498	TESCO CONTROLS, INC	82471-IN	3/25/2024	SPARE MEDIAN PEDESTALS FOI	9,365.74	9,365.74
		Voucher:						
105726	5/14/2024	0008109	THE ORIGINAL GOODIE'S UNIFORM14422	2/28/2024	UNIFORM AND ACCESSORIES	458.53		
		Voucher:	14545	3/5/2024	UNIFORM AND ACCESSORIES	363.66		
			14546	3/5/2024	UNIFORM AND ACCESSORIES	363.66		
			14461	3/1/2024	UNIFORM AND ACCESSORIES	451.91		
			14421	2/28/2024	UNIFORM AND ACCESSORIES	416.63		
			14420	2/28/2024	UNIFORM AND ACCESSORIES	423.25		
			14547	3/5/2024	UNIFORM AND ACCESSORIES	15.38		
			14548	3/5/2024	UNIFORM AND ACCESSORIES	363.66	2,856.68	
105727	5/14/2024	0009874	THE WALKING MAN, INC.	F3678	4/17/2024	DISTRIBUTION OF EARTH DAY F	4,275.00	4,275.00
		Voucher:						
105728	5/14/2024	0011640	TIREHUB, LLC	41140780	4/3/2024	TIRES PURCHASE	443.59	443.59
		Voucher:						
105729	5/14/2024	0009355	T-MOBILE USA, INC.	9563085586	3/19/2024	INVESTIGATIVE SERVICES - GP\$	125.00	125.00
		Voucher:						
105730	5/14/2024	00003438	TRANS UNION-SOUTHERN CALI I03403644	3/25/2024	CREDIT CHECK PERIOD: 2/26/22	41.23	41.23	
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105731	5/14/2024	0010699	TRANSYSTEMS CORPORATION	REV-0004419044	3/20/2024	FEB 2024 - I-710 FIRESTONE BLV	61,487.91	61,487.91
		Voucher:						
105732	5/14/2024	00000637	TURF STAR INC	INV011072	4/11/2024	TORO-MOWER/EQUIPMENT REF	1,774.41	
		Voucher:		INV010563	4/8/2024	TORO-MOWER/EQUIPMENT REF	1,064.40	2,838.81
105733	5/14/2024	00000493	U.S. BANK	7269548	3/25/2024	3/1/24-2/28/25 2005 PENSION OB	3,520.00	3,520.00
		Voucher:						
105734	5/14/2024	0008005	U.S. BANK-PARS ACCT#67460225	MAR 2024 LOUIE	2/25/2024	MAR 2024: KEN LOUIE: PARS - E	550.00	
		Voucher:		MAR 2024 MOSTA	2/25/2024	MAR 2024: M. MOSTAKHAMI: PAF	680.00	
				APR 2024 MOSTA	3/25/2024	APR 2024: M. MOSTAKHAMI: PAR	680.00	
				APR 2024 LOUIE	3/25/2024	APR 2024: KEN LOUIE: PARS - E	550.00	2,460.00
105735	5/14/2024	00004964	UNDERGROUND SERVICE ALER	123-2424991	4/1/2024	DIG ALERTS	179.69	
		Voucher:		320240195	4/1/2024	DIG ALERTS	591.00	770.69
105736	5/14/2024	0014047	UNIFIED FIELD SERVICES CORP.	0324445	12/21/2023	MAR 2024 - HAWKINS TANK REH	113,835.81	113,835.81
		Voucher:						
105737	5/14/2024	0005750	UNITED INDUSTRIES	232468	4/3/2024	INVENTORY PO/ NITRILE GLOVE	1,824.75	1,824.75
		Voucher:						
105738	5/14/2024	0010265	UNITED PACIFIC SERVICES, INC.	240328-3	3/28/2024	2/29-3/27/24- TREE MAINTENANC	1,450.00	
		Voucher:		24-0314-1	3/14/2024	2/29-3/13/24 - TREE MAINTENANI	48,830.00	
				24-0328-2	3/28/2024	3/14-3/27/24 - TREE MAINTENANI	18,870.00	69,150.00
105739	5/14/2024	0011926	URM TECHNOLOGIES, INC.	0101084	2/29/2024	FEBRUARY 2024 - AR	24.00	
		Voucher:		0101085	2/29/2024	FEBRUARY 2024 - MISC	79.60	
				0101086	2/29/2024	FEBRUARY 2022- PAYROLL	22.80	
				0101081	2/29/2024	FEB 2024- ADMINISTRATIVE FILE	102.28	
				0101082	2/29/2024	FEBRUARY 2024 - ACCNT	46.00	
				0101083	2/29/2024	FEBRUARY 2024 - AP	48.40	
				0101087	2/29/2024	ADMINISTRATIVE FILE STORAGE	60.80	383.88
105740	5/14/2024	00004975	US ARMOR	45585	4/10/2024	VEST- ENFORCER CONCEALABL	596.09	
		Voucher:		45653	4/18/2024	VESTS	596.09	1,192.18

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105741	5/14/2024	00002634	VULCAN MATERIALS COMPANY	73957592	3/31/2024	ASPHALT, BASE, EMULSION PRC	349.31
	Voucher:			73959566	4/3/2024	ASPHALT, BASE, EMULSION PRC	238.78
				73963631	4/8/2024	ASPHALT, BASE, EMULSION PRC	460.96
				73961478	4/5/2024	ASPHALT, BASE, EMULSION PRC	234.26
				73967663	4/12/2024	ASPHALT, BASE, EMULSION PRC	524.51
				73947405	3/22/2024	ASPHALT, BASE, EMULSION PRC	630.83
				73931355	3/6/2024	ASPHALT, BASE, EMULSION PRC	436.97
				73933641	3/8/2024	ASPHALT, BASE, EMULSION PRC	229.86
				73935674	3/11/2024	ASPHALT, BASE, EMULSION PRC	439.12
				73937550	3/13/2024	ASPHALT, BASE, EMULSION PRC	224.50
				73940212	3/15/2024	ASPHALT, BASE, EMULSION PRC	227.72
				73933640	3/8/2024	ASPHALT, BASE, EMULSION PRC	444.48
				73940213	3/15/2024	ASPHALT, BASE, EMULSION PRC	225.57
				73954572	3/29/2024	ASPHALT, BASE, EMULSION PRC	237.65
				73972476	4/17/2024	ASPHALT, BASE, EMULSION PRC	124.86
				73970341	4/15/2024	ASPHALT, BASE, EMULSION PRC	241.03
				73949808	3/25/2024	ASPHALT, BASE, EMULSION PRC	335.03
				73954573	3/29/2024	ASPHALT, BASE, EMULSION PRC	411.72
				73975427	4/19/2024	ASPHALT, BASE, EMULSION PRC	234.26
				73975428	4/19/2024	ASPHALT, BASE, EMULSION PRC	234.26
				73965344	4/10/2024	ASPHALT, BASE, EMULSION PRC	238.78
				73967662	4/12/2024	ASPHALT, BASE, EMULSION PRC	462.09
105742	5/14/2024	0011064	W.A. RASIC CONSTRUCTION, CO345001		4/10/2024	JOB 24SX39 - AMENDMENT NO.4	44,856.06
	Voucher:			344782	12/11/2023	AS NEEDED ON CALL SERVICES	5,500.43
105743	5/14/2024	0014146	W.G. ZIMMERMAN ENGINEERING24-03-436		4/5/2024	THRU FEB 2024 - TRAFFIC ENGI	8,500.00
	Voucher:						8,500.00
105744	5/14/2024	00004423	WALTERS WHOLESALE ELECTRI	S125227699.001	3/27/2024	ELECTRICAL SUPPLIES	162.76
	Voucher:			S125227591.001	3/27/2024	71425 PD MOBILE OFFICE ELEC	1,243.60
				S123425108.005	3/12/2024	THRU 3/12/24 - SGPD HVAC REP	7,590.72
				S125154843.001	3/19/2024	ELECTRICAL SUPPLIES	366.46
105745	5/14/2024	00002593	WAXIE'S SANITARY SUPPLY	82384640	4/1/2024	FACILITY SUPPLIES	158.54
	Voucher:						158.54

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105746	5/14/2024	0010471	WEBSTER'S BEE'S REMOVAL SR'2353	4/16/2024	8148 EVERGREEN - BEE REMOV	250.00	
	Voucher:		2330	4/8/2024	10325- ANNETTA - BEE REMOVA	250.00	
			2358	4/18/2024	10104 ANNETTA - BEE REMOVAL	250.00	
			2342	4/11/2024	BEE REMOVAL METER BOX - 302	250.00	
			2363	4/21/2024	BEE & WASP REMOVAL IN THE P	385.00	1,385.00
105747	5/14/2024	0010476	WECK LABORATORIES INC	3/15/2024	WATER QUALITY SAMPLING	440.00	
	Voucher:		W4C1666	3/20/2024	WATER QUALITY SAMPLING	440.00	
			W4D0544	4/5/2024	WATER QUALITY SAMPLING	135.00	
			W4D0723	4/8/2024	WATER QUALITY SAMPLING	440.00	
			W4C1189	3/13/2024	WATER QUALITY SAMPLING	270.00	
			W4C1883	3/22/2024	WATER QUALITY SAMPLING	135.00	
			W4C1964	3/25/2024	WATER QUALITY SAMPLING	200.00	
			W4D0543	4/5/2024	WATER QUALITY SAMPLING	135.00	
			W4C0855	3/11/2024	WATER QUALITY SAMPLING	135.00	
			W4C0341	3/5/2024	WATER QUALITY SAMPLING	135.00	
			W4C0342	3/5/2024	WATER QUALITY SAMPLING	200.00	
			W4C0343	3/5/2024	WATER QUALITY SAMPLING	135.00	
			W4C0574	3/7/2024	WATER QUALITY SAMPLING	270.00	3,070.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
105748	5/14/2024	00000032 WEST COAST MAILERS	11631	4/10/2024	WATER BILLS	3,000.65	
	Voucher:		11630	4/10/2024	WATER BILLS	182.48	
			11629	4/10/2024	WATER BILLS	2,641.68	
			11628	4/10/2024	WATER BILLS	2,532.18	
			11627	4/10/2024	WATER BILLS	2,206.47	
			11574	2/28/2024	WATER BILLS	2,366.52	
			11575	2/28/2024	WATER BILLS	2,498.34	
			11576	2/28/2024	WATER BILLS	2,172.55	
			11570	2/28/2024	WATER BILLS	2,208.55	
			11571	2/28/2024	WATER BILLS	2,930.68	
			11572	2/28/2024	WATER BILLS	2,393.54	
			11573	2/28/2024	WATER BILLS	181.79	
			11635	4/10/2024	WATER BILL REIMBURSEMENT C	14,584.17	
			11633	4/10/2024	WATER BILLS	2,530.80	
			11632	4/10/2024	WATER BILLS	2,284.09	
			11543	12/20/2023	WATER BILLS	2,940.24	
			11544	12/20/2023	WATER BILLS	378.35	
			11545	12/20/2023	WATER BILLS	300.86	
			11563	2/28/2024	WATER BILLS	1,750.46	
			11564	2/28/2024	WATER BILLS	1,235.47	
			11565	2/28/2024	WATER BILLS	951.35	
			11566	2/28/2024	WATER BILLS	1,359.09	
			11567	2/28/2024	WATER BILLS	2,532.87	
			11568	2/28/2024	WATER BILLS	2,990.95	
			11569	2/28/2024	WATER BILLS	2,399.81	61,553.94

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105749	5/14/2024	00000561	WESTERN EXTERMINATOR COM	59513896	4/9/2024	PARK MAINT YARD - ANNUAL PE	56.00	
	Voucher:		59512599	4/9/2024	PD - ANNUAL PEST CONTROL A	76.45		
			59510803	4/9/2024	MAIN OFFICE/WHS - ANNUAL PE	42.00		
			59510454	4/9/2024	SPORTS CENTER - ANNUAL PEST	275.00		
			59510802	4/9/2024	MAIN OFFICE/WHS - ANNUAL PE	151.50		
			59510453	4/9/2024	SR. CENTER - ANNUAL PEST CC	295.50		
			59512315	4/9/2024	SG AUDITORIUM - ANNUAL PEST	82.50		
			58454552	3/12/2024	CIVIC CENTER - ANNUAL PEST I	46.50		
			58454553	3/12/2024	CITY HALL - ANNUAL PEST CON	121.00		
			58456398	3/12/2024	PD - ANNUAL PEST CONTROL A	76.45		
			58454210	3/13/2024	SR. CENTER - ANNUAL PEST CC	295.50		
			58454064	3/26/2024	HWWKINS RESERVOIR - ANNUA	228.70		
			58454211	3/26/2024	SPORTS CENTER - ANNUAL PEST	275.00		
			58461984	3/31/2024	SR. CENTER - ANNUAL PEST CC	165.40		
			58454550	3/12/2024	MAIN OFFICE/WHS - ANNUAL PE	151.50		
			58454551	3/12/2024	MAIN OFFICE/WHS - ANNUAL PE	42.00		
			58456125	3/12/2024	SG AUDITORIUM - ANNUAL PEST	82.50		
			58456397	3/12/2024	PD - ANNUAL PEST CONTROL A	227.15		
			58454757	3/13/2024	TRANSFER STATION - ANNUAL I	234.25		
			59512598	4/9/2024	PD - ANNUAL PEST CONTROL A	227.15		
			59510992	4/10/2024	TRANSFER STATION - ANNUAL I	234.25		
			59510805	4/9/2024	CITY HALL - ANNUAL PEST CON	121.00		
			59510804	4/9/2024	CIVIC CENTER - ANNUAL PEST C	46.50		
			58457761	3/12/2024	PARK MAINT YARD - ANNUAL PE	56.00	3,609.80	
105750	5/14/2024	00001280	WILLDAN	00338870	4/12/2024	THRU 3/29/24 - WATER UTILITY M	12,320.00	12,320.00
	Voucher:							
105751	5/14/2024	0014203	WILLIAM SCOTSMAN, INC.	9020544234	3/27/2024	RENTAL OF MOBILE OFFICE FOF	1,729.01	1,729.01
	Voucher:							
105752	5/14/2024	0013572	Z&K CONSULTANTS, INC	7147	4/16/2024	MAR 2024 - CONSTRUCTION MG	15,746.00	15,746.00
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
105753	5/14/2024	00000062	ZIEGLER'S HARDWARE& SUPPLY	3263	4/8/2024	MISC HARDWARE	14.32	
	Voucher:		3185	3/18/2024	MISC HARDWARE	26.42		
			3189	3/19/2024	MISC HARDWARE	14.31		
			3193	3/19/2024	MISC HARDWARE	23.12		
			3243	4/3/2024	MISC HARDWARE	49.50		
			3273	4/10/2024	MISC HARDWARE	68.27		
			3303	4/16/2024	MISC HARDWARE	27.69		
			3172	3/14/2024	MISC HARDWARE	56.15		
			3206	3/21/2024	MISC HARDWARE	63.82		
			3223	3/26/2024	MISC HARDWARE	52.85		
			3224	3/26/2024	MISC HARDWARE	11.54		
			3155	3/8/2024	MISC HARDWARE	27.53		
			3228	3/27/2024	MISC HARDWARE	29.73		
			3332	4/22/2024	MISC HARDWARE	99.06		
			3279	4/11/2024	MISC HARDWARE	8.73	573.04	
2292024	2/29/2024	00004309	AMERIFLEX	02292024	2/29/2024	FEB 2024: ACH DEBITS BOW	2,726.52	2,726.52
	Voucher:							
3312024	3/31/2024	00004309	AMERIFLEX	03312024	3/31/2024	MAR 2024: ACH DEBITS BOW	3,751.16	3,751.16
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
62527871	3/28/2024	00004266	U.S. BANK CORPORATE PAYMEN				
		0010959	RECRUIT MILITARY	ORD# 6954	2/15/2024	JOB FAIR AT CAMP PENDLETON	1,047.88
		0007079	APPLEBEE'S	044775	2/20/2024	TG PALM SPRINGS CONFERENC	65.02
		0005347	AMAZON.COM	113-5182204-0954	2/7/2024	DRY ERASE BOARD	66.09
		0007632	THE CASINO COMPANY	5344	2/6/2024	CASINO SUPPLIES FOR EMPLOY	3,891.34
		0012980	CHARTER COMMUNICATIONS	120508901010724	1/7/2024	1/7/24-2/6/24: NETWORK SERVIC	565.96
		00000322	SAM'S CLUB	001500	1/27/2024	FOOD CONTAINERS, NAPKINS, #	49.06
		0005381	H & H NURSERY	63773	1/23/2024	SOD FOR RENOVATION OF DIAM	9,555.37
		0014450	BOSH AUTOMOTIVE SERVICE, S	1003179496	2/8/2024	GARAGE SHOP TOOL	550.15
		0012665	RS SCREEN PRINTING &EMBROI	StaffPolo-1192024	1/19/2024	STAFF UNIFORMS/ADULT SPOR	565.65
		0009339	TICKETMASTER	61329	2/8/2024	ADMISSIONS FOR DISNEY ON IC	2,170.00
		0012980	CHARTER COMMUNICATIONS	0495151120723	12/7/2023	12/7/23-1/6/24: NETWORK SRVS	129.99
		0008484	TALAVERA, ALFREDO	073468	1/23/2024	CATERING FOR CENTENNIAL BA	2,000.00
		0011985	BLOSSOM AND VINE FLORAL DE	1000007349	1/12/2024	FLOWERS & DECORATIONS FOF	3,313.01
		0006932	HARBOR FREIGHT TOOLS	034743	2/5/2024	GARAGE SHOP SUPPLIES	27.50
		0014449	SONSRAY MACHINERY	PSO118901-1	2/14/2024	GARAGE SHOP SUPPLIES	489.97
		00003102	FORD MOTOR CREDIT COMPANY	1455167	2/13/2024	ONLINE FORD TRAINING COURSE	94.45
							24,581.44

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
62527871	3/28/2024	00004266	U.S. BANK CORPORATE PAYMEN				
		00003102	FORD MOTOR CREDIT COMPANY	1457272	2/21/2024	ANNUAL SCAN TOOL SOFTWARE	149.99
		0005347	AMAZON.COM	111-6156745-5633	2/17/2024	BASIC ACADEMY REQUIRED UN	15.87
		0005347	AMAZON.COM	111-8799643-7301	2/17/2024	BASIC ACADEMY REQUIRED UN	41.30
		0005347	AMAZON.COM	111-4546953-9714	2/17/2024	BASIC ACADEMY REQUIRED UN	48.09
		0005347	AMAZON.COM	111-2016306-7034	2/19/2024	BASIC ACADEMY REQUIRED UN	10.97
		0005295	WALMART	23801508615	1/23/2024	EASTER FEST SUPPLIES	151.20
		0008467	THE UPS STORE	0020037078	1/25/2024	EASTER FEST SUPPLIES	110.24
		0005623	ORIENTAL TRADING	729798922	2/14/2024	EASTERFEST SUPPLIES	323.90
		00000322	SAM'S CLUB	210245842893807	2/20/2024	LITTLE CHEFS SUPPLIES	31.78
		0005295	WALMART	093660	2/20/2024	LITTLE CHEFS SUPPLIES	135.47
		00001303	CPRS	94066.00	2/21/2024	CONFERENCE - D. SALAZAR	50.00
		0005295	WALMART	017439	1/29/2024	GORILLA TAPE AND PAINTER'S T	39.47
		0012596	ZOOM.US	INV238882972	2/1/2024	ZOOM MONTHLY CLOUD RECOF	40.00
		00001303	CPRS	R108807	2/16/2024	CONFERENCE - J. MARKEL	480.00
		00003011	IACP	0212811	2/16/2024	MEMBERSHIP RENEWAL - INTEF	190.00
		0005347	AMAZON.COM	111-1716711-2559	2/17/2024	BASIC ACADEMY REQUIRED UN	10.77
		0005347	AMAZON.COM	111-5448280-8821	2/17/2024	G48BASIC ACADEMY REQUIRED	10.82
		0005347	AMAZON.COM	111-1527789-9308	2/17/2024	BASIC ACADEMY REQUIRED UN	10.95
		0010093	FOX VALLEY TECHNICAL COGGE	20240220000721	2/20/2024	FEBRUARY 22, 2024 - PROTECTI	231.64
		00005063	CMTA	300003644	2/14/2024	MEMBERSHIP RENEWAL	95.00
		0012606	AMAZON CAPITAL SERVICES,INC	112-3402922-1471	1/17/2024	WATER	165.32
		0005565	PERISCOPE INTERMEDIATE CORSI	9186	8/1/2023	NIGP COMMODITY LICENSE REN	605.00
		0012606	AMAZON CAPITAL SERVICES,INC	112-8298920-8985	2/6/2024	AMAZON PW-GM-GRAF	444.44
		0012980	CHARTER COMMUNICATIONS	0426628113023	11/30/2023	11/30/23-12/29/23 - 8448 30 017 0-	128.01
		0005295	WALMART	002107	2/13/2024	LITTLE CHEFS SUPPLIES	69.88
		0011620	BENE-MARC, INC.	030092	2/15/2014	ENTERTAINMENT FOR TINY TWC	90.01
		0005347	AMAZON.COM	111-7627854-0268	2/12/2024	ART NIGHT EVENT SUPPLIES	246.84
		0005623	ORIENTAL TRADING	729770537	2/12/2024	EASTERFEST EVENT SUPPLIES	354.75
		0008467	THE UPS STORE	02/15/24	2/15/2024	EASTERFEST MARKETING SUPP	69.00
		00004804	RIO HONDO COMMUNITY COLLE	F23-191-ZSGT	1/2/2024	DECEMBER 4-15, 2023 - POST SI	228.00
		0005347	AMAZON.COM	111-4048009-1021	2/17/2024	BASIC ACADEMY REQUIRED UN	48.42
		0005347	AMAZON.COM	111-0716120-2849	2/17/2024	BASIC ACADEMY REQUIRED UN	52.86
		0012980	CHARTER COMMUNICATIONS	0586090112623	11/26/2023	11/26/23-12/25/23 - 8448 30 017 0!	258.14
		0012980	CHARTER COMMUNICATIONS	0435603121423	12/14/2023	12/14/23-01/13/24 - 8448 30 017 0-	121.32

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0012980	CHARTER COMMUNICATIONS	0426602122523	12/25/2023	12/25/23-01/24/24 - 8448 30 017 0	239.47
		0012980	CHARTER COMMUNICATIONS	0495151010724	1/7/2024	01/07/24-02/06/24 - 8448 30 017 0	129.99
		0012980	CHARTER COMMUNICATIONS	RI3478040-REFUN	1/26/2023	RI3478040-REFUND - 01/26/23-02	-258.14
		0005347	AMAZON.COM	111-1222115-5629	2/17/2024	BASIC ACADEMY REQUIRED UN	47.94
		0005347	AMAZON.COM	111-5162093-7215	2/17/2024	BASIC ACADEMY REQUIRED UN	49.20
		0008684	CAPIO	HERNANDEZ, G.	1/24/2024	CAPIO CONFERENCE REGISTR	675.00
		0005482	GOOGLE	8335-1982-5656-8	2/15/2024	APP REGISTRATION FOR GOOG	25.00
		0012980	CHARTER COMMUNICATIONS	0426602112523	11/25/2023	11/25/23-12/24/23 - 8448 30 017 0	239.47
		0012980	CHARTER COMMUNICATIONS	0426271011424	1/14/2024	01/14/24-02/13/24 - 8448 30 017 0	15.97
		0012980	CHARTER COMMUNICATIONS	0426263011424	1/14/2024	01/14/24-02/13/24 - 8448 30 017 0	5.33
		0012980	CHARTER COMMUNICATIONS	0586090122623	12/26/2023	12/26/23-01/25/24 - 8448 30 017 C	258.14
		0012980	CHARTER COMMUNICATIONS	0435603011424	1/14/2024	01/14/24 - 02/13/24 - 8448 30 017 1	139.96
		0012980	CHARTER COMMUNICATIONS	0490491122723	12/27/2023	12/27/23-01/26/24 - 8448 30 017 0	239.47
		0012980	CHARTER COMMUNICATIONS	0500034122723	12/27/2023	11/27/23-12/26/23 - 8448 30 017 0	239.47
		0012980	CHARTER COMMUNICATIONS	0586090012624	1/26/2024	01/26/24-02/25/24 - 8448 30 017 0	258.14
		0012980	CHARTER COMMUNICATIONS	0600966012224	1/22/2024	01/22/24-02/21/24 - 8448 30 017 0	119.99
		0012980	CHARTER COMMUNICATIONS	0426628123023	12/30/2023	12/30/23-01/29/24 - 8448 30 017 0	128.01
		0005368	PRINTCO DIRECT	85713	2/8/2024	FLYERS FOR ART NIGHT	176.40
		00000503	CSMFO	ORD ID # 543385	2/7/2024	GOVERNMENTAL ACCOUNTING V	100.00
		0005292	TARGET	076796	2/6/2024	SENIOR CTR SPECIAL EVENT SL	143.14
		00000322	SAM'S CLUB	064693	2/6/2024	LITTLE CHEFS CLASS SUPPLIES	96.66
		0008797	ORB THE MEDIA & DISPLAY	02/13/24	2/13/2024	PROGRAMS FOR CENTENNIAL E	273.82
		0005347	AMAZON.COM	111-7914227-7351	2/17/2024	BASIC ACADEMY REQUIRED UN	53.83
		0005347	AMAZON.COM	111-3716921-7301	2/17/2024	BASIC ACADEMY REQUIRED UN	38.92
		0009196	ATKINSON, ANDELSON, LOYA, RI	80G79773509650	1/23/2024	EMPLOYMENT LAW CONFEREN	289.00
		0013395	SOUTHERN CALIFORNIA PUBLIC	067674	1/23/2024	MEMBER APPLICATION	350.00
		0013395	SOUTHERN CALIFORNIA PUBLIC	013998	1/23/2024	SCPLRC ANNUAL LABOR RELATI	100.00
		0009420	SPARKLETTS	035081	1/24/2024	ACCT# 742557116963364 - DS SE	41.15
		0007583	USPS	037475	1/25/2024	CERTIFIED MAIL FOR AN EMPLO	11.60
		0005347	AMAZON.COM	112-0238908-5084	2/7/2024	EASTERFEST EVENT SUPPLIES	32.84
		0005623	ORIENTAL TRADING	729695886	2/6/2024	EASTERFEST EVENT SUPPLIES	524.42
		0014217	TOC PUBLIC RELATIONS LLC	1381-6068	1/26/2024	JANUARY 29-30, 2024- ADVANCE	449.00
		0011351	KIM TURNER, LLC	74E40922397745	1/25/2024	FEBRUARY 15, 2024- COMPLACE	149.00
		00000715	PD: CALIF PEACE OFFICERS ASS	392890	1/25/2024	MARCH 5-6, 2024 - LEGISLATIVE	275.00
		0009420	SPARKLETTS	CONF# 065258	2/1/2024	DS SERVICES STANDARD COFF	4.62

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0006932		HARBOR FREIGHT TOOLS	015680	2/21/2024	ADULT SPORTS EQUIPMENT	30.78	
0008451		COSTCO.COM	1092337010	2/2/2024	YOUTH SPORTS EQUIPMENT	440.96	
0005347		AMAZON.COM	113-5147945-9108	1/22/2024	CRIMPING PLIERS - T TAP CONN	44.08	
0014226		DUNKIN DONUTS	098858	1/30/2024	RECREATION BALLFIELD TRAINI	59.97	
0005347		AMAZON.COM	113-5147945-9108	1/22/2024	REFUND CRIMPING PLIERS - T T	-44.08	
0005347		AMAZON.COM	113-9795559-7732	2/15/2024	ESPOMA CT4 4 LBS CITRUS TON	69.32	
00000862		CA-NV SECTION AWWA	139302	2/15/2024	WATER WEBINAR - REGISTER D	50.00	
0005381		H & H NURSERY	590999	2/8/2024	PLANT FERTEILIZER	37.45	
0013476		HANDSOME GROUP	0002133	1/11/2023	AUDITORIUM AUDIO/VIDEO REP,	500.00	
00000322		SAM'S CLUB	013946	2/8/2024	SENIOR CENTER LUNCH PROG	517.78	
0009136		AMERICAN GROUND WATER TRLO45533		1/31/2024	WATER TREATMENT WORKSHOI	450.00	
0009839		EDUCATION & TRAINING, SERVIC040008		1/31/2024	WATER LEADERSHIP CLASS - RI	549.00	
0008947		USC FOUNDATION- CROSS-CON:21761		2/5/2024	BACKFLOW TESTER COURSE - I	1,800.00	
0005347		AMAZON.COM	113-1718015-1257	1/18/2024	RIVET NUT TOOL - PARK YARD S	88.18	
0005294		WALGREENS	084801	1/31/2024	CENTENNIAL EVENT SUPPLIES	4.40	
0008513		EBAY	17-11183-22996	2/15/2024	JOHN DEER MOWER GAS CAP	16.43	
0008513		EBAY	09-11189-36121	2/15/2024	JOHN DEER MOWER GAS CAP	59.60	
0009591		BEST WESTERN ENCINITAS INN CONF# 292710		2/8/2024	BEST WESTERN NORWALK, REN	452.62	
0014448		TIFFIN METAL PRODUCTS	058599	2/21/2024	DUPLICATE KEYS FOR EVIDENC	400.00	
0014447		91 EXPRESS LANES	110001372335	1/24/2024	EXPRESS LANE FEE- VIOLATION	29.85	
0007772		PD: D-PREP, LLC	8753576139	1/22/2024	MARCH 11-12, 2024- OFFICE INV	498.00	
0014217		TOC PUBLIC RELATIONS LLC	1708-0144	1/25/2024	JANUARY 29-30, 2024 - ADVANCE	449.00	
0007772		PD: D-PREP, LLC	8779471389	1/25/2024	MARCH 11-12, 2024- OFFICE INV	249.00	
0011351		KIM TURNER, LLC	532756664P85176	1/25/2024	MARCH 19, 2024 - DISPATCH PRI	199.00	
0013727		WINNER PARTY INC	2/13/24	2/13/2024	EASTERFEST SUPPLIES	114.00	
0014500		FUNNY BALLONS CALIFORNIA	19902	2/9/2024	YOUNG PROGRAM SUPPLIES	12.99	
0011988		CINDY'S JUMPERS, LLC	75744	2/12/2024	DEPOSIT RENTAL 03/23/24 - JUM	249.96	
0008045		PD: CLEARS INC.	2780	2/20/2024	FEBRUARY 21, 2024- REGISTRA	35.00	
0008045		PD: CLEARS INC.	2785	2/21/2024	FEBRUARY 21, 2024 - REGISTRA	100.00	
0006769		ALCO TARGET CO.	007215	2/5/2024	SHOOTING TARGETS FOR FIRE/	252.48	
0007582		PD: CAPE	13288	2/6/2024	MARCH 25-29,2024 - CA ASSOCI/	450.00	
00004073		CBIA	090574	2/6/2024	MEMBERSHIP RENEWAL - CA BA	120.00	
00004530		NATIONAL NOTARY ASSOCIATION7911956		2/6/2024	NOTARY LICENSE RENEWAL TR,	385.08	
0013788		PRIMAL RESPONSE TRAINING, G1128		2/8/2024	MARCH 14-15, 2024 - PISTOL REI	550.00	
00004003		BEHAVIOR ANALYSIS TRNG INST.1376		1/18/2024	JANUARY 16, 2024 - DOCUMENT	138.00	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0008513	EBAY	09-11211-57616	2/20/2024	CALSENSE IRRIGATRION CONTF	207.71
		0005346	CALACT	2024-182 - DUPL	1/12/2004	TRANSIT AGENCY MEMBERSHIP	930.00
		0005347	AMAZON.COM	114-4877838-6628	1/29/2024	MOUSE AND AAAA BATTERY	67.43
		0005347	AMAZON.COM	114-6143505-6427	1/31/2024	PHONE HANDSET CABLE	22.02
		0012980	CHARTER COMMUNICATIONS	0500034112723	11/27/2023	11/27/23-12/26/23 - 8448 30 017 0	237.06
		0012980	CHARTER COMMUNICATIONS	0600966122223	12/22/2023	12/22/23-01/21/24 - 8448 30 017 0	119.99
		0012980	CHARTER COMMUNICATIONS	0426271121423	12/14/2023	12/14/23-01/13/24 - 8448 30 017 0	15.97
		0012980	CHARTER COMMUNICATIONS	0490491112723	11/27/2023	11/27/23-12/26/23 - 8448 30 017 0	239.47
		0012508	CALIFORNIA FISH GRILL	243244026802339	1/29/2024	ERC EMPLOYEES APPRECIATIO	500.15
		0014365	CITY OF NORWALK COURT	01/31/24	1/31/2024	NORWALK COURT PARKING	8.00
		0014462	H&H NURSERY	63819	2/7/2024	TREE FOR STEVE COSTLEY (CC	120.16
		0014461	CANVA	02/07/24	2/7/2024	CANVA FOR TEAMS SUBSCRIPT	300.00
		0014463	JOE'S AUTO PARKING	PARKING 2/13/24	2/13/2024	PARKING TO PICK UP FLOWERS	20.00
		0010683	NEW CHEF FASHION, INC.	759427	2/6/2024	HR DEPARTMENT POLO SHIRTS	55.11
		0012980	CHARTER COMMUNICATIONS	0426263121423	12/14/2023	12/14/23-01/13/24 - 8448 30 017 0	5.33
		0014464	JIM'S BURGER	025544	2/13/2024	ERC VOLUNTEERS FOR FUNDR	118.23
		0005347	AMAZON.COM	114-1803395-6722	2/14/2024	EMPLOYEE RECOGNITION DINN	954.94
		0005347	AMAZON.COM	114-8793368-6051	2/15/2024	EMPLOYEE RECOGNITION DINN	20.79
		0014281	DOUBLE TREE BY HILTON WHITT	006278	2/26/2024	EMPLOYEE RECOGNITION DINN	5,000.00
		0005347	AMAZON.COM	114-4949215-6113	2/15/2024	EMPLOYEE RECOGNITION DINN	60.81
		0005347	AMAZON.COM	114-6213920-8660	2/16/2024	EMPLOYEE RECOGNITION DINN	59.01
		0013833	KINGS PHOTO BOOTH	000028-003	2/23/2024	EMPLOYEE RECOGNITION DINN	600.00
		0005347	AMAZON.COM	114-8113014-7503	2/21/2024	EMPLOYEE RECOGNITION DINN	32.17
		0009420	SPARKLETTS	16963364 022924	2/29/2024	ACCT# 742557116963364 - DS SE	65.87
		0006736	ORLEANS HOTEL & CASINO	D.BENNETT/E.CA	2/25/2024	ORLEANS HOTEL EDUCODE WE	44.07
		0009764	GOVERNMENT FINANCE OFFICE	O'KELLY-1/29/24	1/29/2024	MEMBERSHIP RENEWAL	149.00
		00000503	CSMFO	300014593	1/29/2024	MEMBERSHIP RENEWAL	135.00
		0012980	CHARTER COMMUNICATIONS	1030726021424	2/14/2024	INTERNET AT AUDITORIUM - ACC	139.98
		0009649	AT&T	FEB 2024	1/20/2024	INTERNET AT AZALEA CMTY RO	140.19
		00005101	RIVERSIDE COUNTY FAIR	NDF86787	2/6/2024	ADMISSIONS TO RIVERSIDE CN	510.00
		0011324	RENAISSANCE HOTEL	41399	2/6/2024	CAPPO CONFERENCE HOTEL	806.70
		0014052	READYREFRESH	2073523526	2/13/2024	DEC 2023 - WATER SERVICE	1,216.57
		0012444	INTERNATIONAL ASSOCIATION	000P57704Y29203	1/26/2024	MEMBERSHIP RENEWAL - INTEF	65.00
		00004804	RIO HONDO COMMUNITY COLLE	F23-161-ZSGT	1/2/2024	OCTOBER 30 - NOVEMBER 3, 20	118.55
		0005486	STAPLES BUSINESS ADVANTAGE	042189	1/30/2024	GENERAL OFFICE SUPPLIES - B	149.75

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005486	STAPLES BUSINESS ADVANTAGE093171	2/9/2024	GENERAL OFFICE SUPPLIES - N	105.73	
		0008155	DROPBOX.COM	X5679D71GQ6V 1/27/2024	DROP BOX STANDARD PLAN	540.00	
		0014168	UBER EATS	01/23/24	1/23/2024	ERRONEOUS CHARGE. DEPOSIT	14.20
		0006736	ORLEANS HOTEL & CASINO	COUNTER TECH	2/25/2024	ORLEANS HOTEL EDUCODE WE	88.13
		0009337	BLAZE PIZZA	70306466	2/13/2024	DEPT. HEADS/CITY MANAGER R	101.97
		0009337	BLAZE PIZZA	79580078	2/13/2024	DEPT. HEADS/CITY MANAGER R	7.66
		0007582	PD: CAPE	12910	12/6/2023	MEMBERSHIP RENEWAL CA ASE	50.00
		00004804	RIO HONDO COMMUNITY COLLEGE	F23-212-ZSGT	1/26/2024	NOVEMBER 20, 2023 - DRIVER T	75.00
		00001223	PD: CNOA	10/21-25/2024	1/31/2024	OCTOBER 21-25, 2024 - BASIC N	450.00
		0013311	AXON ENTERPRISE, INC.	DISPUTE	1/31/2024	(TRANSACTION UNDER DISPUTE)	990.00
		0014003	GRIDIRON TRAINING	CB-LF-QNYB	2/1/2024	FEBRUARY 5-9, 2024 - FIELD TR	676.00
		00005210	PD: CALIBRE PRESS	FIOpqNhdGRYG	2/1/2024	SCENARIOS AND TACTICS FOR I	718.00
		00002890	GRAINGER	1505675759	2/5/2024	GAS MASK FOR NEW OFFICER	538.49
		0014278	MAKEITPOP_PARTYDECOR	002175 (2)	1/10/2024	CENTENNIAL BALL DECOR	1,750.00
		00001727	AMERICAN RED CROSS	PH07700251	2/8/2024	AMERICAN RED CROSS BLOODI	70.00
		00001105	ICMA	519064	1/23/2024	VIRTUAL MEETING - ICMA	200.00
		00000415	NATIONAL CONSTRUCTION RENOVATION	7236451	2/6/2024	6 FOOT TEMPORARY PANELS AT	538.56
		0014168	UBER EATS	02/16/24	2/16/2024	CITIZENS ADVISORY COMMITTEE	90.68
		0009931	FAMILY DOLLAR	02/15/24	2/15/2024	BOTTLED WATER FOR MEETING	12.55
		0005347	AMAZON.COM	114-9756500-8356	1/30/2024	CRUCIAL 4TB SSD	253.56
		0005347	AMAZON.COM	113-8265833-9492	2/6/2024	DISPOABLE SLIPPERS	42.99
		0008484	TALavera, ALFREDO	087349	1/23/2024	CATERING FOR CENTENNIAL BA	4,650.00
		00001727	AMERICAN RED CROSS	14596705	2/8/2024	ORD# O-0016299352 - AMERICAN	-35.00
		00001727	AMERICAN RED CROSS	PH07699821	2/8/2024	AMERICAN RED CROSS CREDIT	28.00
		0006736	ORLEANS HOTEL & CASINO	CARDENAS	2/1/2024	ORLEANS HOTEL EDUCODE WE	484.71
		0012696	LA PASTA	050322	1/22/2024	OFFICE RE-DESIGN. SITE MEETI	154.35
		0005295	WALMART	074950	1/25/2024	BIGGEST LOSER WEEKLY PRIZE	29.41
		00005063	CMTA	200004862	2/14/2024	2024 CMTA ANNUAL CONFERENCE	475.00
		00000503	CSMFO	300015029	2/15/2024	MEMBERSHIP FOR SR. FINANCE	55.00
		0005347	AMAZON.COM	114-0089244-8293	1/29/2024	6 X APC UPS	522.60
		0005347	AMAZON.COM	113-2061097-5797	2/15/2024	WARRANTY PROTECTION - EPS	33.99
		0005347	AMAZON.COM	113-9592506-9887	2/15/2024	SAMSUNG PORTABLE 2TB SSD	165.36
		0005347	AMAZON.COM	113-8890912-0483	2/15/2024	EPSON ECOTANK	273.35
		0005347	AMAZON.COM	113-0057142-5625	2/20/2024	WARRANTY PROTECTION - CAN	28.99
		00002871	ICC-INTERNATIONAL CODE COUNCIL	81109284	1/25/2024	INTERNATIONAL CODE COUNCIL	875.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
00002871		ICC-INTERNATIONAL CODE COU	I81109369	1/25/2024	INTERNATIONAL CODE COUNCIL	900.00	
0005347		AMAZON.COM	113-4365128-4788	2/21/2024	ECANON MOBILE PRINTER	219.40	
0005347		AMAZON.COM	113-4219805-8640	2/21/2024	APC UPS BATTERY FOR 550	22.04	
0005295		WALMART	063641	2/2/2024	BIGGEST LOSER WEEKLY PRIZE	65.80	
00000634		CALBO	80247932711X	1/29/2024	CALIFORNIA BUILDING OFFICIAL	325.00	
0008451		COSTCO.COM	402500005079	1/25/2024	SUPPLIES FOR GOLF SNACK BA	297.42	
0005347		AMAZON.COM	112-1500077-0888	1/22/2024	EASTER FEST SUPPLIES	223.76	
0014467		FITNESS ON DEMAND	43389	1/12/2024	SHIPPING FOR FOD EQUIPMENT	45.00	
0014466		FREE PEOPLE	FN10680715	1/24/2024	L. CONSUEGRA UNIFORM SHOE	82.69	
0009766		HIGHLAND SPRINGS RESORT	123 FARM	2/6/2024	SOURDOUGH FESTIVAL ADMISS	80.00	
0005295		WALMART	052207	2/6/2024	LITTLE CHEFS CLASS SUPPLIES	42.37	
00000322		SAM'S CLUB	107748350126877	2/7/2024	SPECIAL EVENT SUPPLIES	79.23	
0005291		PARTY CITY	094827	2/6/2024	SENIOR CTR SPECIAL EVENT SL	98.45	
0005293		MICHAELS	404990287708740	2/6/2024	SENIOR CTR SPECIAL EVENT SL	66.61	
0005347		AMAZON.COM	114-5906312-1828	2/1/2024	REFUND - MS SURFACE PRO PE	-114.00	
00002588		DELL MARKETING LP	2009610848029	1/28/2024	VMWARE WORKSTATION PRO 1	235.96	
0005347		AMAZON.COM	114-8424847-4348	1/28/2024	APC UPS 1500 REPLACEMENT B	70.34	
0006437		ULINE	14169104	2/13/2024	SHIPPING LABLES	50.09	
0005347		AMAZON.COM	113-9889158-4596	1/18/2024	RIVET NUT KIT - ASSORTMENT -	38.71	
0005295		WALMART	2000115-8473742	4/1/2024	STAMP PAD REPLACEMENTS	16.54	
00000268		HOME DEPOT CREDIT SERVICES	3040850	2/13/2024	EASTER HUNT SUPPLIES	277.45	
0013526		SOUTHERN MOTEL & LA SIESTA	1048133	1/24/2024	EMERGENCY SHELTER/MOTEL I	300.00	
0012257		THE OLIVE RESTOBAR	081349	2/1/2024	LUNCH FOR THE COURT LIAISO	130.46	
0005292		TARGET	065305	2/14/2024	DOMESTIC VIOLENCE GROUP S	188.21	
00004854		SMART & FINAL	012755	2/15/2024	COFFEE STATION SUPPLIES	131.37	
0005479		A WINDOW BETWEEN WORLDS	245030	2/15/2024	DOMESTIC VIOLENCE PROGRA	100.00	
0005347		AMAZON.COM	112-7660868-5398	1/24/2024	TOT TIME & TINY TWO SUPPLIES	15.42	
0005295		WALMART	082690	1/30/2024	LITTLE CHEFS CLASS SUPPLIES	362.88	
0005293		MICHAELS	610011045793042	1/30/2024	CENTENNIAL SCAVENGER HUN	281.20	
00000322		SAM'S CLUB	007637	1/31/2024	CENTENNIAL EVENT SUPPLIES	58.27	
00001303		CPRS	94062.00	2/6/2024	NAYS REGISTRATION	295.00	
0005347		AMAZON.COM	111-2842793-6071	2/6/2024	ADULT SPORTS EQUIPMENT	286.60	
00001303		CPRS	94058.00	2/11/2024	AQUATICS TRAINING	75.00	
0005347		AMAZON.COM	114-2787810-0433	1/29/2024	WARRANTY PROTECTION - SUR	21.99	
0005347		AMAZON.COM	114-4017938-0135	1/29/2024	WARRANTY PROTECTION - 6 X /	47.94	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005347	AMAZON.COM	114-5906312-1829	1/28/2024	MS SURFACE PRO PEN	114.00
		0005347	AMAZON.COM	114-1939911-9068	1/29/2024	APC UPS REPLACEMENT BATTE	76.06
		0005347	AMAZON.COM	114-2787810-0433	1/30/2024	REFUND - WARRANTY PROTECT	-21.99
		0005347	AMAZON.COM	113-6656098-7349	1/26/2024	BATTERY PACKS FOR HYDRAUL	229.28
		00001414	OFFICE DEPOT	7544870	1/30/2024	KAYCHAINS FOR KEYS TO EVIDI	10.84
		0005347	AMAZON.COM	113-1777044-9519	2/5/2024	APPLE IPAD TELEPROMPTER FC	421.85
		0005347	AMAZON.COM	113-0420768-5554	2/5/2024	CANON EOS REBEL CAMERA AN	902.92
62877555	4/24/2024	00002399	ICRMA	LOPEZ, INES	4/24/2024	SETTLEMENT AGREEMENT, PAY	133,602.90
		Voucher:					
25278711	4/10/2024	00004266	U.S. BANK CORPORATE PAYMEN				
		00000634	CALBO	80247932711	1/29/2024	CALIFORNIA ASSOCIATION OF C	100.00
		Voucher:					
02621319	4/15/2024	00000343	PUBLIC EMPLOYEES RETIREMEM	100000017500853	4/15/2024	2024 REPLACEMENT BENEFIT C	3,007.62
		Voucher:					
<b>Sub total for BANK OF THE WEST:</b>							<b>1,754,440.59</b>
<b>217 checks and 5 wire transfers in this report.</b>							<b>Grand Total All Checks and Wire Transfers: 1,754,440.59</b>

Void Checks

Bank code: botw

Check #	Date
105614	5/14/2024

**WARRANT REGISTER FOR COUNCIL MEETING 5/14/2024**

**PART VI**

apChkLst  
05/01/2024 1:59:54PM

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
2727	4/25/2024	00002370	INTERNAL REVENUE SERVICE Ben330106	4/25/2024	MEDICARE: PAYMENT	171,539.29	171,539.29
		Voucher:					
2728	4/25/2024	00001186	EMPLOYMENT DEVELOPMENT DBen330108	4/25/2024	SDI: PAYMENT	60,915.54	60,915.54
		Voucher:					
2729	4/25/2024	00004836	SEIU LOCAL 721 CTW CLC-23900 Ben330110	4/25/2024	SEIU DUES: PAYMENT	2,798.60	2,798.60
		Voucher:					
2730	4/25/2024	00000343	PUBLIC EMPLOYEES RETIREMENT Ben330112	4/25/2024	MILITARY SERVICE CREDIT: PAY	275,009.33	275,009.33
		Voucher:					
2731	4/25/2024	00000004	NATIONWIDE RETIREMENT SOLL Ben330114	4/25/2024	DEF COMP NATIONWIDE: PAYME	61,498.90	61,498.90
		Voucher:					
2732	4/25/2024	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen330116	4/25/2024	SEIU- COPE LOCAL 721 DEDUCT	41.00	41.00
		Voucher:					
2733	4/25/2024	00004988	CHILD SUPPORT ON-LINE, STATE Ben330118	4/25/2024	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12
		Voucher:					
2734	4/25/2024	0009920	OCSE CLEARINGHOUSE SDU Ben330120	4/25/2024	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher:					
<b>Sub total for BANK OF THE WEST:</b>							<b>573,162.78</b>
<b>8 wire transfers in this report.</b>							
<b>Grand Total All Wire Transfers:</b>							<b>573,162.78</b>

**WARRANT REGISTER SUMMARY  
CITY COUNCIL MEETING OF 5/14/2024**

TOTAL PART I - PREPAID CHECKS (4/18/2024)		844,390.57
TOTAL PART II - PAYROLL-RELATED CHECKS		1,274.30
TOTAL PART III - PREPAID CHECKS (4/24/2024)		55,980.84
TOTAL PART IV - PREPAID CHECKS (5/1/2024)		21,318.33
TOTAL PART V - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		1,754,440.59
TOTAL PART VI - PAYROLL-RELATED WIRE TRANSFERS		573,162.78
	<b>SUB - TOTAL</b>	3,250,567.41
LESS: VOIDS		0.00
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(384,324.67)
	<b>GRAND TOTAL</b>	2,866,242.74

