



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, August 22, 2023 at 6:30 p.m.

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

**DIAL-IN-NUMBER: 1 (669) 900-6833
MEETING ID: 848 7170 1244
[HTTPS://US02WEB.ZOOM.US/J/84871701244](https://us02web.zoom.us/j/84871701244)**

**TO ADDRESS THE CITY COUNCIL PRESS *9 TO RAISE YOUR
HAND THEN *6 TO UNMUTE YOURSELF WHEN INSTRUCTED**

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER:	Maria del Pilar Avalos, Mayor
INVOCATION:	Ernesto Trejo, South Gate Church of Christ
PLEDGE OF ALLEGIANCE:	Yodit Glaze, City Clerk
ROLL CALL:	Yodit Glaze, City Clerk

City Officials

MAYOR

Maria del Pilar Avalos

CITY CLERK

Yodit Glaze

VICE MAYOR

Gil Hurtado

CITY TREASURER

Jose De La Paz

COUNCIL MEMBERS

Joshua Barron

Maria Davila

Al Rios

CITY MANAGER

Chris Jeffers

CITY ATTORNEY

Raul F. Salinas

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.

Meeting Compensation Disclosure

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

Proclamations, Certificates, Introductions And Ceremonial Actions

Public Hearings

1. Substantial Amendment No. 6 to FY2019-2020 Annual Action Plan and Substantial Amendment No. 2 to FY2022- 023 Annual Action Plan for the CDBG Fund

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

a. Adopting a **Resolution** approving Substantial Amendment No. 6 to the Fiscal Year 2019-2020 Annual Action Plan allocating Community Development Block Grant Coronavirus ("CDBG-CV3") funds to provide additional COVID-19 related programs and services in accordance with the U.S. Department of Housing and Urban Development regulations (Exhibit A);

b. Adopting a **Resolution** approving Substantial Amendment No. 2 to the Fiscal Year 2022-2023 Annual Action Plan allocating Community Development Block Grant ("CDBG") funds to the South Gate Park Fence Project (Exhibit B);

c. Authorizing the City Manager or the Community Development Director to enter into agreements with eligible subrecipients and purchase supplies, programs, and equipment as noted in the FY 2019-2020 Annual Action Plan; and

d. Authorizing the City Manager or the Community Development Director to enter into agreements with eligible subrecipients and purchase supplies, programs, and equipment as noted in the FY 2022-2023 Annual Action Plan.

Documents:

[Item 1 Report 08222023.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** and **9** are Consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action. 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 08222023.pdf](#)

3. Resolution approving the Comprehensive Successor Memorandum of Understanding with the South Gate Police Management Association from July 1, 2021 through June 30, 2025

The City Council will consider: (HR)

a. Adopting a **Resolution** approving the comprehensive successor Memorandum of Understanding (MOU) between the City of South Gate and the South Gate Police Management Association (SGPMA) 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 3 Report 08222023.pdf](#)

4. Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) creating the Deputy Director of Public Works-Field Operations position and authorizing the elimination of the Field Operations Manager when vacated

The City Council will consider adopting a **Resolution** amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) creating the Deputy Director of Public Works - Field Operations position in the Public Works Department and authorizing the City Manager to eliminate the position of Field Operations Manager when it is vacated. (HR)

Documents:

[Item 4 Report 08222023.pdf](#)

5. Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the Job Classification Specification for the position of Public Works Senior Management Analyst in the Public Works Department

The City Council will consider adopting a **Resolution** amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job classification specification for the position of Public Works Senior Management Analyst in the Public Works Department. (HR)

Documents:

[Item 5 Report 08222023.pdf](#)

6. Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the Job Classification Specification for the position of Senior Administrative Analyst (Police) in the Police Department

The City Council will consider adopting a **Resolution** amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) by approving the update to the Senior Administrative Analyst (Police) classification specification. (HR)

Documents:

[Item 6 Report 08222023.pdf](#)

7. Addendum No. 10 to Contract No. 3130 (Master Equity Lease Agreement) with Enterprise FM Trust for a Service Agreement with their service provider, Enterprise Fleet Management, Inc., to lease a 2023 Nissan Frontier for the Police Department

The City Council will consider: (PD)

a. Approving **Addendum No. 10 to Contract No. 3130** (Master Equity Lease Agreement) with Enterprise FM Trust for a Service Agreement with their service provider, Enterprise Fleet Management, Inc., to lease a 2023 Nissan Frontier for the Police Department for a term of 48 months in the total amount of \$41,753;

b. Appropriating \$3,945 from the unassigned balance of the Asset Forfeiture Fund to Account No. 235-570-21-6310 for the first annual lease payment; and

c. Authorizing the Mayor to execute Addendum No. 10 in a form acceptable to the City Attorney.

Documents:

[Item 7 Report 08222023.pdf](#)

8. Master Agreement with the Conservation Corp of Long Beach to provide youth employment job training and environmental education through projects offered by the City

The City Council will consider: (PARKS)

- a. Approving a Master **Agreement** with the Conservation Corp of Long Beach to provide youth employment job training, and environmental education through projects offered by the City;
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Authorizing the City Manager to approve proposals for projects and services under the agreement for up to \$300,000.

Documents:

[Item 8 Report 08222023.pdf](#)

9. Agreement with Z&K Consultants, Inc., for construction management and inspection services for the construction of the Circle Park Improvement, City Project No. 609-Project No. 609-PRK

The City Council will consider: (PW)

- a. Approving an **Agreement** with Z&K Consultants, Inc., to provide construction management and inspection services for the construction of the Circle Park Improvement, City Project No. 609-PRK, in an amount not to exceed \$557,681; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 9 Report 08222023.pdf](#)

Reports, Recommendations And Requests

10. Administrative Policy authorizing the City Manager to approve professional services agreements in excess of \$50,000 relating to Development Reviews funded solely by Applicant

The City Council will consider approving an Administrative Policy that authorizes the City Manager to approve professional services agreements in excess of \$50,000, in a form approved by the City Attorney for services in connection with analyzing and reviewing development applications, where such services will be solely funded by the applicant. (PW)

Documents:

[Item 10 Report 08222023.pdf](#)

11. Warrant register for August 22, 2023

The City Council will consider approving the Warrants and Cancellations for August 22, 2023: (ADMIN SVCS)

Total of Checks:	\$12,181,805.48
Voids:	(\$ 1,215.76)
Total Payroll Deductions:	(\$ 533,627.30)
Grand Total:	\$11,646,962.42

Cancellations: 102263,102413

Documents:

[Item 11 Report 08222023.pdf](#)

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on August 16, 2023, at 12:05 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

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

MEETING SCHEDULE

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

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

PUBLIC COMMENT/PARTICIPATION

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

AUG 14 2023

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 22, 2023
Originating Department: Community Development

Department Director: _____


Meredith Elguira

City Manager: _____


Chris Jeffers

SUBJECT: SUBSTANTIAL AMENDMENT NO. 6 TO THE FISCAL YEAR 2019-2020 ANNUAL ACTION PLAN AND SUBSTANTIAL AMENDMENT NO. 2 TO FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

PURPOSE: To consider approving Substantial Amendment No. 6 to the 2019-2020 CDBG Annual Action Plan to reprogram \$150,058 in available CDBG-CV funds and consider approving Substantial Amendment No. 2 to the 2022-2023 Annual Action Plan to reprogram \$583,173 in CDBG funds.

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

- a. Adopting a Resolution approving Substantial Amendment No. 6 to the Fiscal Year 2019-2020 Annual Action Plan allocating Community Development Block Grant Coronavirus ("CDBG-CV3") funds to provide additional COVID-19 related programs and services in accordance with the U.S. Department of Housing and Urban Development regulations (Exhibit A);
- b. Adopting a Resolution approving Substantial Amendment No. 2 to the Fiscal Year 2022-2023 Annual Action Plan allocating Community Development Block Grant ("CDBG") funds to the South Gate Park Fence Project (Exhibit B);
- c. Authorizing the City Manager or the Community Development Director to enter into agreements with eligible subrecipients and purchase supplies, programs, and equipment as noted in the FY 2019-2020 Annual Action Plan; and
- d. Authorizing the City Manager or the Community Development Director to enter into agreements with eligible subrecipients and purchase supplies, programs, and equipment as noted in the FY 2022-2023 Annual Action Plan.

FISCAL IMPACT: In Fiscal Year 2022-2023, the City received \$1,378,966 in CDBG funds. The City has received a total of \$1,738,226 in CDBG-CV funds. There is no fiscal impact to the City's General Fund.

NOTICING REQUIREMENT: Advertising and notification of the Public Hearing was conducted in compliance with Municipal Code Section 11.50.020 (Public Hearing Notification) and was published in The Wave newspaper on July 21, 2023. The notice noted a 30-day comment period. Additionally, the Draft Annual Action Plans and Notices were posted on the City's website. Any comments received will be addressed.

ANALYSIS:**Substantial Amendment No. 6 to the 2019-2020 Annual Action Plan**

For these special funds known as CDBG-CV to be used expeditiously, cities are required to amend their FY 2019-2020 Annual Action Plans. In accordance with the City's Citizen Participation Plan, when a substantial change (i.e., adding an activity, canceling an activity, or redirecting funds) is proposed to the city's adopted Annual Action Plan, HUD requires that the public be notified, and a public hearing be held to allow the public an opportunity to comment on the proposed substantial changes. Advertising and notification of the Public Hearing were conducted as noted earlier in this report.

The proposed changes are a result of \$149,855 in unused funds from the Senior Food Distribution program and \$203 in unused funds from the Food Insecurity – Northgate program. The following table summarizes the proposed programming of funds included in this Amendment No. 6 to the FY 2019-2020 Annual Action Plan:

CDBG-CV Activities	FY 2019- 2020 CDBG-CV APPROVED BUDGET	PROPOSED FY 2019-2020 CDBG-CV BUDGET AMENDMENT NO. 6	NET CHANGE
CDBG-CV ADMINISTRATION	\$347,645	\$347,645	\$0
HELPLINE YOUTH COUNSELING	\$245,354	\$245,354	\$0
SALVATION ARMY – HOMELESS SHELTER	\$45,000	\$45,000	\$0
FAMILY VIOLENCE PREVENTION	\$65,000	\$65,000	\$0
ALTAMED COVID-19 TESTING	\$62,500	\$62,500	\$0
COMPATIOR – MENTAL HEALTH SERVICES	\$201,173	\$207,436.59	\$6,263.59
BET TZEDEK	\$19,390	\$19,390	\$0
SENIOR FOOD DISTRIBUTION	\$286,200	\$136,345	(\$149,855)
FOOD INSECURITY – NORTHGATE PROGRAM	\$197,014	\$196,811	(\$203)
YOUTH EMPLOYMENT PROGRAM – CCCLB	\$75,000	\$75,000	\$0
SOUTH GATE CHAMBER OF COMMERCE – SMALL BUSINESS ASSISTANCE	\$75,000	\$75,000	\$0
POLICE EXPLORERS	\$17,000	\$17,000	\$0
HOME MODIFICATION PROGRAM	\$41,785	\$171,865.41	\$143,794.41
THE CALIFORNIA LATINO LEADERSHIP INSTITUTE	\$60,165	\$60,165	\$0

The proposed changes include \$6,263.59 to the Compator Mental Health Program to accommodate an overdraft. The subrecipient was reimbursed for the full amount, however, the City must allocate the additional funds before being reimbursed by HUD.

Additionally, staff recommends reprogramming \$143,794.41 to the Home Modification Program. This program is offered by Southern California Rehabilitation Services to provide eligible individuals

with disabilities accessibility home modifications, durable medical equipment and devices, which may not otherwise be attainable through health insurance. Eligible South Gate residents with chronic conditions resulted from COVID-19 virus will have the opportunity to apply and receive assistance such as installation of grab bars, exterior ramp systems, handrail installations, widening doorways, ADA compliant toilet installations. Equipment may include manual wheelchairs, scooters, shower chairs/benches, toilet seat risers, walkers and other durable medical equipment as approved. Devices include augmentative alternative communication devices used by individuals with speech impairments, hearing aids, and other devices as approved by the HUD program requirements. The program participation goal for FY 23/24 is 25 unduplicated households.

Substantial Amendment No. 2 to the 2022-2023 Annual Action Plan

The proposed change includes reprogramming \$583,173 of CDBG funds from the Street Improvement Project to the South Gate Fence Project. Additional funds are needed to perform the needed Fence Improvements. To date, funds programmed to this project include:

FY 19/20 CDBG	\$327,239.60
FY 22/23 CDBG	\$575,000.00

Staff recommends allocating the additional funds, bringing the total CDBG project budget to \$1,485,412.60 to accommodate the increased costs to complete the project.

The following table summarizes the proposed programming of funds included in this Amendment No. 2 to the FY 2022-2023 Annual Action Plan:

CDBG Activities	FY 2022- 2023 CDBG APPROVED BUDGET	PROPOSED FY 2022-2023 CDBG BUDGET AMENDMENT NO. 2	NET CHANGE
CDBG Available Funds	\$ 2,968,044		
CDBG ADMINISTRATION	\$251,793	\$251,793	\$0
FAIR HOUSING ADMINISTRATION	\$24,000	\$24,000	\$0
HOME PROGRAM DELIVERY	\$150,000	\$150,000	\$0
GRAFFITI ABATEMENT	\$140,000	\$140,000	\$0
SOUTH GATE -PARK FENCE PROJECT	\$575,000	\$1,158,173	\$583,173
CODE ENFORCEMENT	\$450,228	\$450,228	\$0
COMMERCIAL FAÇADE	\$143,850	\$143,850	\$0
COMMUNITY DEVELOPMENT REVITALIZATION - Business Sign and Website Program	\$650,000	\$650,000	\$0
STREET IMPROVEMENT PROJECTS	\$583,173	\$0	(\$583,173)
Total Budget	\$ 2,968,044		\$ 2,968,044

BACKGROUND: The City of South Gate has been a recipient of CDBG funds annually since the enactment of the Housing and Community Development Act of 1974. The City is deemed as an "entitlement" jurisdiction because it maintains a population above 50,000 and meets certain other demographic criteria. CDBG funding can be used for a variety of projects and programs primarily benefiting persons of low- and moderate-income.

The HUD regulations regarding Annual Action Plans mandate a citizen participation and public review process. This includes a public hearing prior to the submission of a substantial amendment to the Annual Action Plan. The draft Amendment No. 6 to the FY 2019/2020 Annual Action Plan was available for public review and comment (Attachment A). The draft Amendment No. 2 to the FY 2022/2023 Annual Action Plan was also available for public review and comment (Attachment B).

- ATTACHMENTS:**
- A. Proposed Resolution approving Substantial Amendment No. 6
(including Draft FY Annual Action Plan)
 - B. Proposed Resolution approving Substantial Amendment No. 2
(including Draft FY 2022-2023 Annual Action Plan)
 - C. Proof of Publication - Public Hearing Notices

RESOLUTION NO. ____

CITY OF SOUTH GATE,
LOS ANGELES COUNTY, CALIFORNIA**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING THE SUBSTANTIAL AMENDMENT NO. 6 TO THE CITY OF SOUTH GATE FISCAL YEAR 2019-2020 ANNUAL ACTION PLAN IN ACCORDANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REGULATIONS**

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) requires all jurisdictions that receive federal entitlement funds to prepare an Annual Action Plan that identifies the projects to be funded with Community Development Block Grant (“CDBG”) and HOME Investment Partnerships (“HOME”);

WHEREAS, the City of South Gate prepared and adopted a Five-Year Consolidated Plan for the CITY covering the period July 1, 2015 to June 30, 2020;

WHEREAS, the purpose of the Consolidated Plan and the Annual Action Plan is to identify housing and community development needs and to develop specific goals and objectives to address those needs over a five-year period and is a requirement of HUD that the City must meet in order for the City to continue to receive federal housing and community development funds;

WHEREAS, on May 28, 2019, the City Council approved the 2019-2020 Annual Action Plan for expenditure of the entitlement grants from HUD, including the CDBG program and the approved Annual Action Plan was subsequently submitted to HUD in May 2019 and approved on September 5, 2019;

WHEREAS, HUD enabled additional CDBG economic support known as the Coronavirus Aid Relief and Economic Security (“CARES”) Act, allowing grantees to reprogram existing or future CDBG funds as part of long-term social welfare and economic development recovery efforts;

WHEREAS, the City is receiving \$1,738,226 in Community Development Block Grant – Corona Virus (“CDBG-CV”) funds;

WHEREAS, the City Council has determined that the 2019-2020 Annual Action Plan needs to be amended in accordance with HUD regulations through a Substantial Amendment, to indicate the increase or decrease allocated to a category of funding, and to reflect the changing needs of the community;

WHEREAS, City staff published a public notice announcing the proposed amendments to the Fiscal Year (“FY”) 2019-2020 CDBG allocations in the July 21, 2023, edition of The South

Gate Press newspaper and the thirty (30) day public review and comment period will end on August 22, 2023; and

WHEREAS, the adopted budget and proposed changes to the 2019-2020 Annual Action Plan for the CDBG Program proposes to reprogram \$150,058 of CDBG-CV funds to the FY 2019-2020 Annual Action Plan.

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 adopt Substantial Amendment No. 6 to the 2019-2020 Annual Action Plan.

SECTION 3. The City Council duly authorizes the City Manager or his/her designee to make all conforming modifications and edits and to execute all implementing documents required by HUD to receive and reallocate funding identified under the approved Annual Action Plan.

SECTION 4. The City Council does hereby direct the City Manager or his/her designee to file a copy of said Substantial Amendment to HUD.

SECTION 5. The City Council does hereby authorize the City Manager or his/her designee to enter into agreements with eligible sub-recipients.

[Remainder of page left blank intentionally.]

SECTION 6. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, and ADOPTED on this **22nd** day of **August 2023**.


CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney



City of
**South
Gate™**

**2019-2020 ANNUAL ACTION PLAN – SUBSTANTIAL
AMENDMENT No. 6
Revised Budgets/Scope of Community Development Block
Grant – CARES Act
(CDBG-CV) Allocations**

**DRAFT FOR PUBLIC COMMENT PERIOD
July 24, 2023 – August 22, 2023 (Public Hearing)**

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Table of Contents

EXECUTIVE SUMMARY 4

PROCESS 6

EXPECTED RESOURCES – 91.220(c)(1,2) 6

PROJECTS – 91.220(d) 7

EXECUTIVE SUMMARY

Background

Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the President signed it on March 27, 2020, authorizing \$2.2 trillion in a variety of stimulus measures to prevent, prepare for, and respond to the COVID-19 pandemic. The law includes a special allocation of the Community Development Block Grant (CDBG-CV) to enable communities to effectively address the impact of COVID-19 on their communities, especially low- and moderate-income residents. This substantial amendment No. 6 to the City's 2019-2020 Annual Action Plan will account for the revision of proposed budgets to be carried out with the City's CDBG-CV funding from the U.S. Department of Housing and Urban Development (HUD); totaling \$1,738,226. It should be noted that the City's previous substantial amendments that allocated the CDBG-CV funds to activities (Substantial Amendments No.1, No. 2, No. 3, No. 4, and No. 5) were previously approved by City Council on April 23, 2020 (Substantial Amendment No. 1), June 9, 2020 (Substantial Amendment No. 2), June 23, 2020 (Substantial Amendment No. 3), January 26, 2021 (Substantial Amendment No. 4), and June 28, 2022 (Substantial Amendment No. 5).

Sources

The City of South Gate's summary of activities from HUD under the CARES Act are identified below as:

• Admin	\$ 347,645
• Helpline Youth Counseling	\$ 245,354
• Salvation Army – Homeless Shelter	\$ 45,000
• Family Violence Prevention	\$ 65,000
• AltaMed – COVID-19 Testing	\$ 62,500
• Compator – Mental Health Services	\$ 201,173
• Bet Tzedek	\$ 19,390
• Senior Food Distribution	\$ 286,200
• Food Insecurity – Northgate Program	\$ 197,014
• CCLB Youth Employment Program	\$ 75,000
• The California Latino Leadership Institute	\$ 60,165
• South Gate Chamber of Commerce – Small Business Assistance	\$ 75,000
• Police Explorers	\$ 17,000
• Home Modification Program	\$ 41,785

These funds are separate and distinct from the City's regular CDBG funds and must comply with the requirements summarized in 24 CFR § 570 and the flexibilities authorized in the CARES Act and summarized in Federal Register Notice 6218-N-01.

Proposed Revisions of Community Development Block Grant (CDBG-CV funds)

The Substantial Amendment No. 6, Budget Amounts to CDBG-CV Activities within the 2019-2020 Annual Action Plan, provides the following recommendations:

- Increase the allocation to Compator – Mental Health Services by adding \$6,263.59 to their budget so the City may request reimbursement from HUD.
- Reduce the allocation of Senior Food Distribution Program by (\$149,855) as that program is now close and all expenditures have been accounted.

- Reduce the allocation of Food Insecurity – Northgate Program by (\$203) as that program is now close and all expenditures have been accounted.
- Increase the allocation to the Home Modification Program (So Cal Rehabilitation Services) by \$143,794.41 for a revised budget of \$185,579.41.

PROCESS

The City's approved Citizen Participation Plan encourages public participation. The public comment period is 30 days.

The review period began on July 24, 2023, for the public hearing regarding the substantial amendment held on August 22, 2023. All interested persons are invited to the Public Hearing to be heard. In addition, written comments may be submitted to the City Council prior to the hearing. Comments may be submitted in writing by mailing comments to City of South Gate, Community Development Department, Attn: Carol Averell, Housing Manager, 8650 California Avenue, South Gate, CA 90280.

To encourage review and comment on the proposed activities, the City of South Gate published notices advertising the substantial amendment on in a local newspaper. An electronic copy of the amendment was available on the City website and hard copies were made available at the City Administration offices.

EXPECTED RESOURCES – 91.220(C)(1,2)

Introduction

For the special allocation of CDBG-CV resources, the City received an allocation of \$1,738,226. Should HUD authorize additional resources, the City will further amend its Action Plan.

Anticipated Resources

Program	Source of Funds	Eligible Use of Funds	CARES Act Allocation	Narrative Description
CDBG-CV	Public-Federal	<ul style="list-style-type: none">Economic DevelopmentHousingPublic Services	\$1,738,226	CDBG activities to prepare for, prevent, and respond to Coronavirus within the City of South Gate

Table 1 - Expected Resources

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied.

In the initial planning and programming of these resources, the Administrative and Community Development Departments have worked closely with other city departments as well as monitored other funding sources available at the local, state, and federal level to ensure that the City is not

providing duplicative assistance and addressing unmet needs and gaps for low- and moderate-income residents.

PROJECTS – 91.220(D)

Introduction

With the CDBG-CV substantial amendment number six, the City of South Gate will allocate funds to the following projects:

Projects

#	Project Name
1.	Compatior – Mental Health Services
2.	Home Modification Program

Table 2 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

These projects were determined in consultation with City staff, departments, and stakeholders serving low- and moderate-income residents of South Gate to identify critical needs resulting from COVID-19 within the City.

Project Summary Information

CDBG-CV Activity	Original Budget	Proposed CDBG-CV Budget Amendment No. 6	Net Change
CV Administration	\$347,645	\$347,645	\$0
Helpline Youth Counseling	\$245,354	\$245,354	\$0
Salvation Army – Homeless Shelter	\$45,000	\$45,000	\$0
Family Violence Prevention	\$65,000	\$65,000	\$0
AltaMed – COVID-19 Testing	\$62,500	\$62,500	\$0
Compatior – Mental Health Services	\$201,173	\$207,436.59	\$6,263.59
Bet Tzedek	\$19,390	\$19,390	\$0
Senior Food Distribution	\$286,200	\$136,345	(\$149,855)
Food Insecurity – Northgate Program	\$197,014	\$196,811	(\$203)
Illegal Dumping Youth Employment Program	\$75,000	\$75,000	\$0
South Gate Chamber of Commerce – Small Business Assistance	\$75,000	\$75,000	\$0
Police Explorers	\$17,000	\$17,000	\$0
Home Modification Program	\$41,785	\$185,579.41	\$143,794.41

Draft Substantial Amendment Annual Action Plan 2019-2020 No. 6 – for public review

The California Latino Leadership Institute	\$60,165	\$60,165	\$0
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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 THE SUBSTANTIAL AMENDMENT NO. 2 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN IN ACCORDANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REGULATIONS**

WHEREAS, the City participates in the Department of Housing and Urban Development's ("HUD") Consolidated Plan Process and receives both Community Development Block Grant ("CDBG") and Home Investment Partnership ("HOME") funds and agencies that receive funds from HUD are required to prepare and submit an Annual Action Plan that identifies the projects to be funded;

WHEREAS, the City of South Gate prepared, and the City Council adopted at its meeting of September 22, 2020, a Five-Year Consolidated Plan for the City covering the period of July 1, 2020, to June 30, 2025;

WHEREAS, the purpose of the Consolidated Plan and the Annual Action Plan is to identify housing and community development needs and to develop specific goals and objectives to address those needs over a five-year period and is a requirement of HUD that the City must meet in order for the City to continue to receive federal housing and community development funds;

WHEREAS, on June 28, 2022, the City Council approved the 2022-2023 Annual Action Plan for expenditure of the entitlement grants from HUD, including the CDBG program;

WHEREAS, the City Council has determined that the FY 2022-2023 Annual Action Plan needs to be amended in accordance with HUD regulations through a Substantial Amendment to reflect the changing needs of the community;

WHEREAS, City staff published a public notice announcing the proposed Substantial Amendment to the 2022-2023 Annual Action Plan in the July 21, 2023, edition of The Wave newspaper and the thirty (30) day public review and comment period will end on August 22, 2023; and

WHEREAS, the adopted budget and proposed changes to the 2022-2023 Annual Action Plan for the CDBG Program proposes to reprogram \$583,173 of CDBG funds to the South Gate Park Fence Project.

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 adopt Substantial Amendment No. 2 to the 2022-2023 Annual Action Plan.

SECTION 3. The City Council duly authorizes the City Manager or his/her designee to make all conforming modifications and edits and to execute all implementing documents required by HUD to implement the Substantial Amendment.

SECTION 4. The City Council does hereby direct the City Manager or his/her designee to file a copy of said Substantial Amendment to HUD.

SECTION 5. The City Council does hereby authorize the City Manager or his/her designee to enter into agreements with eligible sub-recipients.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED, and ADOPTED on this **22nd** day of **August 2023**.


CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney



City of
**South
Gate™**

FISCAL YEAR 2022-2023 Annual Action Plan

Substantial Amendment No. 2

Adopted by City Council on June 28, 2022

Annual Action Plan

1

Table of Contents

Executive Summary.....	3
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)	3
PR-05 Lead & Responsible Agencies – 91.200(b).....	7
AP-10 Consultation – 91.100, 91.200(b), 91.215(l).....	8
AP-12 Participation – 91.105, 91.200(c)	12
Expected Resources	14
AP-15 Expected Resources – 91.220(c)(1,2)	14
Annual Goals and Objectives	17
Projects	20
AP-35 Projects – 91.220(d)	20
AP-38 Project Summary	21
AP-50 Geographic Distribution – 91.220(f).....	29
Affordable Housing	30
AP-55 Affordable Housing – 91.220(g)	30
AP-60 Public Housing – 91.220(h).....	32
AP-65 Homeless and Other Special Needs Activities – 91.220(i).....	33
AP-75 Barriers to affordable housing – 91.220(j)	37
AP-85 Other Actions – 91.220(k)	39
Program Specific Requirements.....	43

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of South Gate's 2022-2023 Annual Action Plan for funding and program activities is based on priorities established by the City's Five-Year Consolidated Plan. The 2022-2023 Action Plan is the third year of the five-year strategy for 2020 through 2025. The Five-Year Consolidated Plan combines two Federal Department of Housing and Urban Development (HUD) Programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

The City's Community Development Department manages, plans, submits, and implements the process. The Department is involved in activities which enhance the coordination among public and non-profit, private housing providers, and health and service agencies.

The 2022-2023 Annual Action Plan serves as the City's blueprint for providing decent affordable housing to lower-income households, providing suitable living environments, expanding economic opportunities, and expanding the capacity of non-profit housing providers to the residents of South Gate. This strategic plan sets forth goals, objectives, and performance benchmarks for measuring and establishing a framework for progress. The City is anticipating receiving \$1,378,966 in PY 2022-2023 CDBG funds; additionally, it anticipates \$1,545,228 in CDBG carryover funds from previous years. The City also anticipates receiving \$824,382 in HOME funds for PY 2022-2023 and is allocating \$2,582,651 in HOME carryover funds from prior years; the carryover is comprised of \$153,362 in program income and \$2,429,289 in unused funds from previous years.

The proposed plan includes the following initiatives under CDBG funding: Community Service Programs (i.e., supporting Youths, homeless, etc.); General Administration, Program Delivery, Minor Home Improvement Program, Public Improvements, Commercial Façade Program, and Fair Housing. The funds serve extremely low to moderate-income residents.

HOME funded activities include General Administration, affordable housing acquisition and development, and residential rehab programs. The populations served are low-to moderate-income.

2. Summarize the objectives and outcomes identified in the Plan

The goals of the 2020-2025 Consolidated Plan include:

- Preservation and rehabilitation of the existing housing stock using CDBG and HOME funds.
- Expand and improve the quality and quantity of public service programs.
- Promote fair housing.
- Provide infrastructure and public facility funding.
- Provide financial assistance for the rehabilitation of commercial façade improvements.
- Economic Development activities that promote employment and preserve local businesses.
- Housing rehabilitation.
- Public Services.

3. Evaluation of past performance

The City continually strives to improve the performance of its operations and those of its funded agencies. The City prepares the Consolidated Annual Performance Evaluation and Report (CAPER) annually, which documents progress toward implementing the strategies and meeting the goals established in the Consolidated Plan and the Annual Action Plans.

Over the past years, the City's CDBG funds were used for meeting the City's goals of providing decent housing, creating a suitable living environment, and expanding economic opportunities to low-and moderate-income persons in South Gate.

Below is a summary of the City's CDBG and HOME accomplishments for FY 2020-2021:

- Two businesses were assisted with commercial façade rehabilitations
- 27 small business grants were awarded
- 235 tenant/landlord issues were addressed via fair housing services
- 385 persons benefited from public services
- One housing unit was assisted via the home rehabilitation program

4. Summary of Citizen Participation Process and consultation process

The City is committed to maximizing community participation in the CDBG and HOME planning process. To ensure that its 2022-2023 Action Plan was based on resident needs, the City used

the following approach to create participation of residents, service providers, and other interested persons and organizations:

South Gate Citizens Advisory Committee

The South Gate Citizens Advisory Committee (CAC) is an advisory board created by City Council to ensure constant dialog exists between City Hall and the community. The role of the CAC is twofold. First, to ensure that City Council is appraised of the needs, desires, and interests of City residents. Second, to review and make recommendations on CDBG funding to City Council. The CAC, meets six times a year, is comprised of members representing the demographic and social range of residents in the City. The CAC was actively involved in the current Annual Action Plan process. The CAC reviewed and discussed the 2022-2023 Public Services applications and then made funding recommendations to City Council for the Annual Action Plan. It is anticipated that the CAC will continue to serve in an advisory role to the CDBG process.

Annual Public Services Application Process

The annual Public Services selection process established by the City requires applicants to apply describing their proposed project or program and detailing how the project meets local and national CDBG objectives and federal requirements. City staff and the CAC review the public services applications and make a recommendation for CDBG funding to City Council. The annual CAC recommendation and Council selection of public service grantees is based on the following criteria:

- Consistency of service activity with national objectives and federal requirements
- Consistency of service activity with the goals, objectives, and strategies of the 5-year Consolidated Plan
- Experience and competency of the applicant
- Demonstrated need and lack of other sources of funding

5. Summary of public comments

Below is a summary of the public comments received.

- CAC members expressed gratitude for staff walking them through the Annual Action Plan process and incorporating their feedback.
- Members of the public shared that they want to see activities to address buildings needing repairs in the City, along with continuing to support businesses who need help.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

The Annual Action Plan was made available for a 30-day public review from May 27, 2022 through June 28, 2022. The City prepared a notice announcing the Draft Action Plan was available for public review in local newspaper. The notice included the date, time, and location of the City Council public hearing, and the amount of HOME and CDBG assistance expected to be received during the plan duration. The City held a public hearing on June 28, 2022

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Agency Role	Name	Department/Agency
CDBG Administrator	SOUTH GATE	Community Development Department, Housing Division
HOME Administrator	SOUTH GATE	Community Development Department, Housing Division

Table 1 – Responsible Agencies

Narrative (optional)

The City of South Gate is the Lead Agency for the CDBG and HOME entitlement programs. The City's Community Development Department is responsible for the administration and preparation of the Consolidated Plan, Annual Action Plans, and Consolidated Annual Performance Evaluation Reports (CAPER).

Consolidated Plan Public Contact Information

Meredith Elguira
Community Development Director
City of South Gate
8650 California Avenue, South Gate, CA 90280
P: (323) 563-9566
melguira@sogate.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Activities to enhance coordination between public and assisted housing providers and governmental health, mental health and service agencies are conducted on a regular basis. Activities to encourage communication with key community stakeholders include soliciting and reviewing funding applications from housing, health care and service providers through its Annual Action Plan process. The City also participates in local and regional committees such as the Los Angeles Homeless Services Authority (LAHSA) Continuum of Care and the Southern California Council of Governments (SCAG).

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Consultation for the 2022-2023 Annual Action Plan was achieved through a variety of strategies, including the CAC, public hearings, and public meetings. All efforts were made to contact appropriate parties and obtain thorough input. These consultations, in conjunction with participation from citizens, provided the plan direction and scope. Continued coordination is anticipated for planning efforts, as well as project implementation, between all these groups.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of South Gate is within the Los Angeles Homeless Services Authority's (LAHSA) Continuum of Care in Service Planning Area (SPA) 7. LAHSA was established in December 1993 as a Joint Powers Authority to coordinate the effective and efficient utilization of Federal and local funding in providing services to homeless people throughout Los Angeles city and County. LAHSA coordinates and manages over \$70 million dollars annually in Federal, State, County and City funds for programs that provide shelter, housing, and services to homeless persons in Los Angeles City and County. The City coordinates the delivery of homeless services with LAHSA.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not Applicable. The City does receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	FAIR HOUSING FOUNDATION
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization provides information on housing affordability, fair housing issues, and landlord/tenant complaints via quarterly reports.
2	Agency/Group/Organization	NEWSTART HOUSING CORPORATION, INC.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Newstart has developed affordable housing in South Gate.
3	Agency/Group/Organization	HOME OWNERSHIP FOR PERSONAL EMPOWERMENT (HOPE)
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization has provided input on housing and supportive services for adults with special needs. HOPE has developed affordable housing in South Gate.

Identify any Agency Types not consulted and provide rationale for not consulting

The City tried to have an open consultation process; no agency was knowingly excluded.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
State Plan for Independent Living (SPIL) for 2017-2019	State Independent Living Council (SILC)	The Strategic Plan has goals in support of the State Plan for Independent Living because many of South Gate's seniors are frail and disabled.
Los Angeles Continuum of Care	Los Angeles Homeless Services Authority (LAHSA)	The Continuum of Care identifies funding and activities assisting LA County's homeless including one project helping South Gate's homeless population. The City's homeless goals and strategy support those of the Continuum of Care.
Four-Year Area Plan on Aging July 1, 2016 to June 30, 2020 Area Plan Update July 1, 2017 to June 30, 2018	Los Angeles Department of Aging	The Strategic Plan supportive housing goals for the elderly and frail elderly support those of the Area Plan on Aging.
Los Angeles County Comprehensive HIV Plan (2017-2021)	Los Angeles County Commission on HIV County of Los Angeles Department of Public Health	The Strategic Plan includes goals based on the goals, needs, and strategies identified in the County's Comprehensive HIV Plan.
2014-2021 Housing Element of the General Plan	City of South Gate	The Strategic Plan goals are based on those included in the 2014-2021 Housing Element.
Gateway to the Future: Capital Improvement Program	City of South Gate	Public facility and public improvement needs and goals are based in part on those described in the Capital Improvement Plan.

Table 2 – Other local / regional / federal planning efforts

Narrative (optional)

None.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal-setting.

The City of South Gate encourages citizen involvement in the planning, implementation and evaluation of its housing and community development programs. City staff continued to work with the Citizen Advisory Committee (CAC) and partner agencies to increase citizen participation and improve the PY 2022 CDBG application and evaluation process.

Below, is the citizen participation schedule that was followed for development of the FY 2022-2023 Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Notice – CDBG Notice of Funding Availability	Community, Service Providers	No comments received	No comments received	No comments received	N/A
2	Citizen's Advisory Committee February 9, 2022	Community All interested persons	No comments received	No comments received	No comments received	N/A
3	Citizen's Advisory Committee February 16, 2022	Community All interested persons	No comments received	No comments received	No comments received	N/A
4	Citizen's Advisory Committee February 23, 2022	Community All interested persons	CAC made funding recommendations	No comments received	No comments received	N/A
5	Citizen's Advisory Committee March 9, 2022	Community All interested persons	CAC made funding recommendations	No comments received	No comments received	N/A
6	Citizen's Advisory Committee May 18, 2022	Community All interested persons	CAC made funding recommendations	No comments received	No comments received	N/A
7	Public Review Period May 27, 2022 – June 28, 2022	Non-target/broad Community All interested persons	No comments received	No comments received	No comments received	N/A
8	Public Hearing June 28, 2022	Non-target/broad Community All interested persons	See Annual Action Plan section AP-05 Executive Summary #5	See Annual Action Plan section AP-05 Executive Summary #5	All comments were accepted.	N/A

Table 3 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For FY 2022-2023, the City is anticipating receive the following funding:

Community Development Block Grant (CDBG): The City is expecting to receive a grant allocation of \$1,378,966 of which twenty percent (20%) or \$275,793 will be used for Program Administration which includes an allocation of \$24,000 for Fair Housing Foundation. The City also anticipates a carryover balance of \$1,545,228. The carryover amount (\$1,545,228) along with the remaining balance (after program administration allocation) of the expected allocation \$1,103,173 will be programmed to Public Service projects and City Services projects, including capital improvement projects (CIP). The City does not have CDBG Program Income to report currently.

HOME Investment Partnerships (HOME): The City anticipates it will receive a grant allocation of \$824,382 for FY 22-23 and will utilize \$2,429,289 in carryover funds and \$153,632 in program income; of which ten percent (10%) of the fiscal year allocation and program income, or \$97,774, will be used for Program Administration; \$2,000,000 will be allocated to a Community Housing Development Organization (CHDO), and the remaining balance \$1,309,259 will be spent on the affordable housing acquisition and development and residential rehab programs.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public - Federal	Acquisition, Admin & Planning, Economic Development, Housing, Public Improvements, Public Services	\$1,378,966	\$0	\$1,589,078	\$2,968,044	\$3,116,167	A HUD formula-based program that annually allocates funds for a wide range of eligible housing and community development activities.
HOME	Public - Federal	Acquisition, Homebuyer Assistance, Homeowner Rehab Multifamily Rental New Construction Multifamily Rental Rehab New Construction for Ownership TBRA	\$824,382	\$153,362	\$2,429,289	\$3,407,033	\$1,122,163	A HUD formula-based program that annually allocates funds to support affordable housing programs.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City recognizes that the City's annual entitlement and formula allocations are not sufficient to meet all its needs, and that leveraging resources is critical to achieving the City's goals. The City continues to cultivate funding partners who can match the City's investment of CDBG and HOME funds and will attempt to leverage grants and other funding when appropriate to meet the objectives of the Annual Action Plan.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There is currently no publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

N/A

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Administration	2022	2023	Administration	Citywide	Planning and Administration	CDBG: \$251,793 HOME: \$97,774	Other: 0 Other
2	Fair Housing	2022	2023	Administration	Citywide	Ensure equal access to housing opportunities	CDBG: \$24,000	Other: 270 Persons Assisted
3	Housing	2022	2023	Affordable Housing	Citywide	Preserve the supply of affordable housing	CDBG: \$150,000 HOME: \$350,000	Homeowner Housing Rehabilitated/Lead Abatement: 5 Households/ Housing Units;
4	Infrastructure and Public Facility	2022	2023	Non-Housing Community Development	Citywide	Infrastructure and Public Facilities	CDBG: \$1,158,173	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2,795
5	Public Services	2022	2023	Non-Housing Community Development	Citywide	Provide public services for low-income residents	CDBG: \$140,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
6	Community Development Revitalization	2022	2023	Non-Housing Community Development	Citywide	Community Development Revitalization	CDBG: \$650,000	Other: 100 Persons Assisted
7	Commercial Façade	2022	2023	Non-Housing Community Development	Citywide	Community Development Revitalization	CDBG: \$143,850	Other: 6 Businesses

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Neighborhood Preservation	2022	2023	Code Enforcement	Citywide	Code Enforcement	CDBG: \$450,228	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2,000

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Administration
	Goal Description	Provide planning and administrative services.
2	Goal Name	Fair Housing
	Goal Description	Promote fair housing.
3	Goal Name	Housing
	Goal Description	Promote and maintain affordable housing options.
4	Goal Name	Infrastructure and Public Facility
	Goal Description	Provide funding projects such as: Street Lighting, water, sewer, street, alley, and sidewalk improvements. Park Improvements. Retrofitting public facilities to meet the Americans with Disabilities Act (ADA) and comparable State law.
5	Goal Name	Public Services
	Goal Description	Expand and improve the quality and quantity of public service programs.
6	Goal Name	Community Development Revitalization
	Goal Description	Support towards community development projects that will promote community revitalization.
7	Goal Name	Commercial Façade
	Goal Description	Maintain neighborhoods by assisting businesses.
8	Goal Name	Neighborhood Preservation
	Goal Description	Code Enforcement

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b).

The City will continue to implement its owner-occupied housing rehabilitation program. Through this program, the City anticipates that it will assist five low-income households.

Projects

AP-35 Projects – 91.220(d)

Introduction

To address the priority needs identified in the 2020-2025 Consolidated Plan, the City of South Gate will invest CDBG and HOME funds in projects that preserve affordable housing, provide fair housing services, provide services to low-and moderate-income residents, and improve public facilities and infrastructure.

The 2022-2023 Annual Action Plan sets forth a description of activities for the use of anticipated funds that will become available during the coming federal fiscal year, determines the goals for activities programmed, and describes the implementation plan and geographic location of the activities to be undertaken.

Projects

#	Project Name
1	CDBG ADMINISTRATION
2	FAIR HOUSING ADMINISTRATION
3	HOME PROGRAM DELIVERY
4	GRAFFITI ABATEMENT
5	SOUTH GATE PARK FENCE PROJECT
6	CODE ENFORCEMENT
7	COMMERCIAL FACADE
8	COMMUNITY DEVELOPMENT REVITALIZATION
9	STREET IMPROVEMENT PROJECTS
9 10	HOME PROGRAM ADMINISTRATION
10 11	HOME RESIDENTIAL REHABILITATION PROGRAM
11 12	AFFORDABLE HOUSING DEVELOPMENT
12 13	HOME – CHDO DEVELOPMENT
13 14	LEAD BASED PAINT ABATEMENT PROGRAM

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The primary obstacles to meeting the underserved needs of low-and moderate-income people include lack of funding from federal, state, and other local sources, the high cost of housing, and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City is investing CDBG and HOME funds through the 2022-2023 Annual Action Plan in projects that provide deferred loans to low-and moderate-income homeowners for home improvements, projects that provide public and neighborhood services to low-and moderate-income people, and projects that prevent homelessness.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG ADMINISTRATION
	Target Area	Citywide
	Goals Supported	Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$251,793
	Description	The City of South Gate receives Community Development Block Grant funds to administer, design, implement and plan eligible CDBG activities.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	The entire Community will benefit from the City's Administration of the CDBG Grant, though the direct beneficiaries of each funded activity will be primarily low- and moderate-income residents.
	Location Description	Citywide
	Planned Activities	The City of South Gate receives Community Development Block Grant funds to administer, design, implement and plan eligible CDBG activities.
2	Project Name	FAIR HOUSING FOUNDATION
	Target Area	Citywide
	Goals Supported	Fair Housing
	Needs Addressed	Ensure equal access to housing opportunities
	Funding	CDBG: \$24,000
	Description	The Fair Housing Foundation administers a comprehensive program that includes: 1) discrimination complaint intake and investigation; 2) outreach and education; 3) general housing (landlord/tenant counseling; and 4) enforcement and impact litigation.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	270 households
	Location Description	Citywide
	Planned Activities	The Fair Housing Foundation administers a comprehensive program that includes: 1) discrimination complaint intake and investigation; 2) outreach and education; 3) general housing (landlord/tenant counseling; and 4) enforcement and impact litigation.
3	Project Name	HOME PROGRAM DELIVERY
	Target Area	Citywide
	Goals Supported	Housing
	Needs Addressed	Preserve the supply of affordable housing
	Funding	CDBG: \$150,000
	Description	CDBG funds will be used for delivery costs (including staff, other direct costs, and service costs) directly related to carrying out HOME housing rehabilitation activities. These CDBG funds will not be used for the costs of actual rehabilitation and will not be used for costs unrelated to running a rehabilitation program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The Residential Rehabilitation Program is administered by the Community Development Department located at 8650 California Avenue, South Gate, CA 90280.
4	Planned Activities	CDBG funds will be used for delivery costs (including staff, other direct costs, and service costs) directly related to carrying out HOME housing rehabilitation activities. These CDBG funds will not be used for the costs of actual rehabilitation and will not be used for costs unrelated to running a rehabilitation program.
	Project Name	GRAFFITI ABATEMENT
	Target Area	Citywide – Eligible Areas
	Goals Supported	Infrastructure and Public Facility

	Needs Addressed	Infrastructure and Public Facilities
	Funding	CDBG: \$140,000
	Description	The Graffiti Abatement Program operates in CDBG low- and moderate-income service areas throughout the city to remove graffiti from hardscape areas such as walls, sidewalks, street furniture, poles and signs. Funds pay for labor, supplies and material.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	19 census tracts
	Location Description	The Activity is administered by the Public Works Department located at 8650 California Avenue, South Gate, CA 90280.
	Planned Activities	The Graffiti Abatement Program operates in CDBG low- and moderate-income service areas throughout the city to remove graffiti from hardscape areas such as walls, sidewalks, street furniture, poles and signs. Funds pay for labor, supplies and material.
5	Project Name	SOUTH GATE PARK FENCE PROJECT
	Target Area	Citywide – Eligible Areas
	Goals Supported	Improve Public Infrastructure and Facilities
	Needs Addressed	Infrastructure and Public Facilities Improvements
	Funding	CDBG: \$575,000 \$1,158,173
	Description	This project proposes to address the deteriorating park fence by designing landscape upgrades to the current fencing and implementing and complementing those designs.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	2,085 persons
	Location Description	4900 Southern Ave, South Gate, CA 90280
	Planned Activities	This project proposes to address the deteriorating park fence.
	Project Name	CODE ENFORCEMENT

6	Target Area	Citywide – Eligible Areas
	Goals Supported	Neighborhood Preservation
	Needs Addressed	Code Enforcement
	Funding	CDBG: \$450,228
	Description	Provide code inspections for violations and health/safety hazards.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2,000
	Location Description	Citywide – Eligible Areas
	Planned Activities	Provide code inspections for violations and health/safety hazards.
7	Project Name	COMMERCIAL FAÇADE
	Target Area	Citywide
	Goals Supported	Commercial Rehabilitation
	Needs Addressed	Commercial Rehabilitation
	Funding	CDBG: \$143,850
	Description	The Commercial Facade program will offer a grant of up to \$54,000 to existing or business owners to make exterior commercial improvements.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	2 businesses
	Location Description	The Program is administered by the Community Development Department located at 8650 California Avenue, South Gate, CA 90280.
	Planned Activities	The Commercial Facade program will offer a grant of up to \$54,000 to existing or business owners to make exterior commercial improvements.
8	Project Name	COMMUNITY DEVELOPMENT REVITALIZATION – BUSINESS SIGN AND WEBSITE PROGRAM
	Target Area	Citywide – Eligible Areas

	Goals Supported	Community Development
	Needs Addressed	Community Revitalization
	Funding	CDBG: \$650,000
	Description	This program will assist eligible business by bringing signage up to code and assisting in developing an online presence.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	Citywide – Eligible Areas
	Planned Activities	Support community development projects to promote community revitalization.
9	Project Name	STREET IMPROVEMENT PROJECTS
	Target Area	Citywide – Eligible Areas
	Goals Supported	Improve Public Infrastructure and Facilities
	Needs Addressed	Infrastructure and Public Facilities Improvements
	Funding	CDBG: \$583,173
	Description	This project proposes to use CDBG funds to enhance the City's streets and improve the quality of streets for residents.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	Citywide – Eligible Areas
	Planned Activities	Infrastructure Improvements
9 10	Project Name	HOME PROGRAM ADMINISTRATION
	Target Area	Citywide – Eligible Areas
	Goals Supported	Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: \$97,774

	Description	The entire Community will benefit from the City's Administration of the HOME Grant, though the direct beneficiaries of each funded activity will be primarily low- and moderate-income residents.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	The HOME grant is administered by the Community Development Department located at 8650 California Avenue, South Gate, CA 90280
	Planned Activities	The entire Community will benefit from the City's Administration of the HOME Grant, though the direct beneficiaries of each funded activity will be primarily low- and moderate-income residents.
10 11	Project Name	RESIDENTIAL REHABILITATION PROGRAM
	Target Area	Citywide
	Goals Supported	Housing
	Needs Addressed	Preserve the supply of affordable housing
	Funding	HOME: \$350,000
	Description	This program provides deferred loans to qualified homeowners for rehab on their properties. The loan is due and payable when title is transferred, or property is refinanced or sold. Qualified households must have an annual income at or less than 80% of the area median income.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	5 households
	Location Description	The Rehabilitation Program is administered by the Community Development Department located at 8650 California Avenue, South Gate, CA 90280.
	Planned Activities	This program provides deferred loans to qualified homeowners for rehab on their properties. The loan is due and payable when title is transferred, or property is refinanced or sold. Qualified households must have an annual income at or less than 80% of the area median income.

11	Project Name	AFFORDABLE HOUSING DEVELOPMENT
	Target Area	Citywide
	Goals Supported	Housing
	Needs Addressed	Preserve the supply of affordable housing
	Funding	HOME: \$700,000
	Description	To maintain affordable housing in the City, these funds will be used towards a new affordable housing development located at 7916 Long Beach Boulevard.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	11 Households
12	Location Description	Citywide
	Planned Activities	To maintain affordable housing in the City, these funds will be used towards new affordable housing development at 7916 Long Beach Boulevard.
	Project Name	HOME – CHDO AFFORDABLE HOUSING DEVELOPMENT
	Target Area	Citywide
	Goals Supported	Housing
	Needs Addressed	Preserve the supply of affordable housing
	Funding	HOME: \$2,000,000
	Description	At least 15 percent of HOME Investment Partnerships Program (HOME) funds must be set aside for specific activities to be undertaken by a special type of nonprofit called a Community Housing Development Organization (CHDO). A CHDO is a private nonprofit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves. To qualify for designation as a CHDO, the organization must meet certain requirements pertaining to their legal status, organizational structure, and capacity and experience.
13	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	11 households
	Location Description	City wide
	Planned Activities	To maintain affordable housing in the City, these funds will be used towards new affordable housing development at . At least 15 percent of HOME Investment Partnerships Program (HOME) funds will be used for this Community Housing Development Organization (CHDO) project.
13	Project Name	LEAD-BASED PAINT ABATEMENT PROGRAM
14	Target Area	Citywide
	Goals Supported	Housing
	Needs Addressed	Preserve the supply of affordable housing
	Funding	HOME: \$259,259
	Description	This program will eliminate health and safety hazards by performing assessments, inspection and testing of residential dwellings for lead based paint. The program will offer grants to abate the lead based paint and replace with safe paint options.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	10 households
	Location Description	The Lead Based Paint Abatement Program is administered by the Community Development Department located at 8650 California Avenue, South Gate, CA 90280.
	Planned Activities	This program provides grants to eligible residential property owners to assess, inspect, test and abate lead based paint from property and replace with safe paint options.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

HUD-funded activities are limited to the City's low-and moderate-income areas or residents. Areas of the City outside of the CDBG low-and moderate-income areas will benefit from activities that are limited-clientele in nature, i.e., a person/household can benefit from a federally assisted program provided they meet the program's eligibility criteria. Eligibility is typically established by household income and household size.

CDBG program funds will be expended based on program criteria. For example, public services are available on a citywide basis for qualified beneficiaries; fair housing and program administration activities will also be carried out on a citywide basis.

HOME funds will be utilized to support housing acquisition and rehabilitation activities for low-income tenants and homeowners. To qualify for these funds an evaluation of household income will be undertaken.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As most of the City's residential areas are made up of low- and moderate-income households, the City distributes their allocation citywide.

Discussion

The City anticipates spending at least 70 percent of its entitlement funds in target areas, including areas that have low-and moderate-income concentrations or minority concentrations.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One of the greatest impediments to affordable housing is the low ratio of available federal and state resources to the high need of affordable housing needs.

As there are limited opportunities and funding available to provide affordable housing opportunities, the City consistently seeks new partnerships to increase the affordable housing options in the city. Ways that the City addressed affordable housing needs include the following programs:

Housing Choice Voucher Program: The City will continue to provide rental assistance to extremely low- and low-income households through the South Gate Housing Authority's Housing Choice Voucher Program. Renter-households will be assisted, which will include elderly, single-parent, and disabled special needs households. However, these are not counted toward the affordable housing goals.

Fair Housing Program: The City's Fair Housing Program is administered by the Fair Housing Foundation, who provide fair housing services and landlord/tenant information to participants who request counseling, resource referral, complaint investigation, and public education on all forms of housing discrimination. Renter-households will be assisted, which will include elderly, single-parent, and disabled special needs households. However, these are not counted toward the affordable housing goals.

Homeowner Rehabilitation Program: This program provides deferred loans to qualified homeowners for rehabilitation on their properties. The property must be brought up to certain housing standards as part of the rehabilitation assistance. The program expects to assist 10 households this program year.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	22
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	37

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The Consolidated Plan identifies a high priority need to expand the supply of affordable housing and a high priority need to preserve the supply of affordable housing. During the 2022-2023 program year, the City will invest CDBG and HOME funds in the preservation of affordable housing units. Specifically, CDBG and HOME funds will be used to support affordable housing preservation projects including the City of South Gate’s Residential Rehabilitation Program and Minor Home Improvement Program.

AP-60 Public Housing – 91.220(h)

Introduction

There is no public housing in the City of South Gate.

Actions planned during the next year to address the needs to public housing

Not Applicable - The City does not have public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not Applicable - The City does not have public housing.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

None.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is located within the Los Angeles Homeless Services Authority (LAHSA) Continuum. The continuum provides oversight of federal homeless assistance dollars and collaborates with local communities to provide the best service to residents who are homeless. The Los Angeles Continuum conducts quarterly community meetings, and when appropriate the City attends and participates in these meetings.

South Gate residents who are of low-to-moderate income and at risk of experiencing homelessness will receive assistance to obtain and maintain housing stability through CDBG funded activities. Services provided may include income payments for low-income eligible residents, case management, and Rapid Re-Housing Activities including emergency shelter for residents who are experiencing homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The South Gate Police Department, in cooperation with The Salvation Army Bell Shelter, operates a homeless outreach program which consists of a mobile outreach team. The Police Department Liaison and personnel from the Bell Shelter coordinate street outreach efforts by vehicle and by foot. Street outreach, case management, and referrals are provided to homeless families and individuals through this program. Homeless clients are provided guidance in the identification of barriers to overcoming homelessness and the development of a plan to address these challenges. The team then assists clients at a highly supportive level to address those needs which may include accessing mainstream services, increasing income, developing self-determination, and accessing shelter and housing.

Addressing the emergency shelter and transitional housing needs of homeless persons.

Locally, the Salvation Army Bell Shelter operates a comprehensive program that offers transitional care for up to 350 homeless men and women. The goal of the Bell Shelter is to meet the needs of the homeless population by addressing the myriad of reasons why people become homeless and assisting them in developing a higher quality of life through independence. Services offered include emergency shelter, transitional housing, substance abuse rehabilitation, case management, counseling, on-site health care & medical referrals, HIV/AIDS education, ESL classes, computer training, vocational assistance, job referrals and life skills classes.

The South Gate Domestic Family Violence Education and Prevention program administered by the South

Gate Police Department provides shelter, court advocacy, counseling, 24-hour hotline, crisis intervention, support groups and case management to domestic and sexual abuse victims.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of South Gate collaborates with different organizations to prevent the recurrence of homelessness. The City partners with local organizations and non-profits to offer various programs and resources for residents experiencing homelessness or who are at risk of homelessness. Locally, the Salvation Army Bell Shelter helps address the gaps in the City and the need for services to residents experiencing homelessness, unemployment, substance abuse, and other social and health resources. Available services vary from case management, transportation and employment services, health and mental health referrals, life skills, individual and group therapy, social and recreational activities, needs assessment, benefits advocacy, and permanent housing assistance. The Salvation Army Bell Shelter works directly with the South Gate Police Department, Community Development, Parks and Recreation, the Housing Authority, and other local organizations to promote services and reach target populations.

To help prevent the recurrence of homelessness the program helps participants search for permanent housing and seek employment to maintain their home. Their case management team conducts workshops to assist residents with building resumes and career prep. Participants are referred to job openings and job fairs and are encouraged to participate in extracurricular activities such as attending monthly meetings, events, and volunteering at the community garden.

To combat homelessness, the City funds for a comprehensive Fair Housing Program that offers education and outreach activities for tenants, landlords, and owners. Education consists of workshops, presentations, community meetings, and trainings. The purpose of this program is to guide all parties on their rights, laws, and responsibilities. The Fair Housing Program conducts rental counseling workshops to those who are concerned with evictions, rent increases and notices.

The City of South Gate also allocates funds to provide emergency income payments for three consecutive months to eligible households who are experiencing financial challenges and unable to pay for rental fees, security deposits, utility payments, and other payments that are in arrears.

Helping low-income individuals and families avoid becoming homeless, especially extremely

Annual Action Plan

34

low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of South Gate Police Department has different practice methods for individuals being discharged and who are seeking support services. The Police Department links individuals to available resources and agencies in the City including People Assisting the Homeless (PATH), which is an organization that helps individuals experiencing homelessness in their community. PATH distributes food, and clothing to residents, connects residents to permanent housing, and provides ongoing supportive services for residents in need. PATH has an outreach and prevention team that works in areas where homelessness is more prevalent and connects individuals with employment. The City of South Gate Police Department refers individuals who are being discharged from jail to PATH for interim housing, rapid rehousing, employment, and other permanent supportive services.

There are no hospitals in the City of South Gate, therefore the City does not often have individuals who are being discharged from hospitals. However, if individuals are seeking information the Police Department reaches out to PATH staff for resources, and supportive services. Additionally, if an individual is in custody and needs medical assistance, the City works with the Department of Mental Health and are returned safely to custody after treatment. The Department currently includes these practices as part of duty for patrol officers but will be establishing a team that will be dedicated to helping discharged individuals seeking programs and services.

Discussion

There are a variety of agencies in the region that provide housing options and case management assistance including those returning from mental and physical health institutions. They provide the option of living independently in a group setting. They are:

- **Rio Hondo Temporary Home, Norwalk** – Provides emergency food and transitional shelter for families with children in the Cerritos, Downey, La Mirada, Montebello, Norwalk, Pico Rivera, Santa Fe Springs and Whittier areas. There are no geographical restrictions for residents.
- **Santa Fe Springs Transitional Living Center, Whittier** – Provides shelter for homeless families in transition, most of whom are single parents or victims of domestic violence and substance abuse, in Los Angeles County.
- **Hospitality Housing, Whittier** – Provides homeless support services for single adults 18 years and older and families with children.
- **Birch Grove Homes, Norwalk** - Provides supportive services to persons in an existing permanent

housing program for persons with mental health disabilities.

- **Denker House/Harvest House, scattered sites** - Provides supportive services in an existing permanent housing program for persons with disabilities.
- **Homes for Life Foundation, Norwalk** - Provides permanent housing to eight persons with mental health disabilities in eight one-bedroom apartment style units.
- **Su Casa Domestic Violence Network, Lakewood** - Provides crisis intervention service for domestic violence victims and their children, for a maximum of 30 consecutive days.
- **Salvation Army, Bell Shelter** – Provides emergency shelter services and transitional care for up to 350 homeless men and women.
- **The Southern California Rehabilitation Services** – An independent living resource center in Downey offers programs to eligible South Gate residents that provide people with the tools to learn how to live independently including cooking, budgeting, reading, and finding employment. They also offer disability assistance for improvements on homes for people with disabilities.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The impact on housing affordability disproportionately affects those who are lower income. HUD considers a housing unit affordable if the occupant household expends no more than 30% of its income on housing cost. In the situation where the household expends greater than 30% of its income on housing cost, the household is considered cost burdened. Cost burdened households have fewer financial resources to meet other basic needs (food, clothing, transportation, medical, etc.), less resources to properly maintain the housing structure, and are at greater risk for foreclosure or eviction.

Recent sales data for South Gate shows that housing prices continue to increase, while household incomes have failed to keep pace with home prices. There are also other factors that create barriers to affordable housing growth. The barriers that typically affect housing costs are as follows:

- Lack of developable land and/or where development is due to zoning.
- Cost of developable land and construction.
- Credit worthiness of potential buyers for homeownership.
- Social opinions discouraging affordable development in particular neighborhoods (Not in My Backyard “NIMBY”).
- Lack of responsible landlords for maintaining safe and clean-living conditions.
- Credit worthiness of potential renters.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City adopted General Plan 2035 in 2009. As part of the General Plan update, a new concept in dealing with land use and development standards was introduced. Unlike traditional Euclidean land use and zoning system, the proposed South Gate General Plan uses a “form based” system to determine location and intensity of uses.

The new Zoning Ordinance update was adopted in March 2015. The City’s current estimated number of dwelling units is about 24,242 units. The Zoning Update has created density and development standards to accommodate an estimated growth of over 4,538 units over the next 25 years. This growth rate of

additional units will help alleviate the projected population and issues of affordability.

Discussion:

None.

AP-85 Other Actions – 91.220(k)

Introduction:

The City consulted the goals set up as part of the 2020-2025 Consolidated Plan and input from the community and Citizen Advisory Committee to determine the activities and goals outlined in the FY 2022-2023 Annual Action Plan. The goals of the 2020-2025 Consolidated plan included:

- Preservation and rehabilitation of the existing housing stock using CDBG and HOME funds.
- Expand and improve the quality and quantity of public service programs.
- Promote fair housing.
- Provide infrastructure and public facility funding.
- Target code enforcement activities to public health and safety issues.
- Provide financial assistance for the rehabilitation of commercial façade improvements.
- Economic Development activities that provide small business support and retention
- Housing rehabilitation.
- Public Services, including mental health support, domestic violence prevention, and substance abuse services.

Actions planned to address obstacles to meeting underserved needs

The primary obstacles to meeting the underserved needs of low-and moderate-income people include lack of funding from federal, state, and other local sources, the high cost of housing that is not affordable to low-and moderate-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City is investing CDBG and HOME funds through the 2022-2023 Annual Action Plan in projects that provide deferred loans to low-and moderate-income homeowners for home improvements, projects that provide public and neighborhood services to low-and moderate-income people and those with special needs, and projects that prevent homelessness.

Actions planned to foster and maintain affordable housing

The City has been active in providing affordable housing through awarding HOME funds to Developers for senior citizen rental units, and acquisition and rehabilitation of deteriorated rental units for lower income households. The City also provides rental assistance through the Housing Choice Voucher Program to very low-income households through its Housing Authority. The City certifies Community Housing

Development Organizations (CHDOs) to provide affordable housing using low HOME rents.

Actions planned to reduce lead-based paint hazards

All units in a project assisted with CDBG and HOME funds must comply with the regulations found at 24 CFR Part 35. The purpose of the regulation is to identify and address lead-based paint hazards before children are exposed to lead. This requirement has been in effect since September 15, 2000.

Lead-based paint hazards are found in homes built prior to 1978. All Grantees and Participating Jurisdictions must assess homes built prior to 1978 for lead hazards and conduct interim or abatement controls as warranted. Most of the homes in South Gate were built prior to 1978 and have lead-based paint somewhere on the structure. Lead based paint is found on windowsills, doorways or under the eaves. The hazards of lead-based paint are primarily to young children up to age 6, as they are more likely to eat peeling paint. Lead adversely affects the development of a child's brain and other organs.

The City's strategy in addressing lead-based paint hazards involves an educational component for the public, printed outreach information to those households in the "lead hot zones" as identified by the County, and printed information are given to participants in the City's rehabilitation loan programs.

The Residential Rehabilitation Program focuses on rehabilitating existing housing stock throughout the City covering interior and exterior home improvement and/or repairs. In combination with the Residential Rehabilitation Program, the City offers \$10,000 grants to be used for termite and lead abatement. Lead assessments are conducted on all housing projects, both single family and multi-family units. All HCV participant rental units are inspected annually.

Actions planned to reduce the number of poverty-level families

The implementation of CDBG and HOME activities meeting the goals established in the 2020-2025 Consolidated Plan and this Annual Action Plan will help to reduce the number of poverty level families by:

- Supporting activities that expand the supply of housing that is affordable to low-and moderate-income households.
- Supporting activities that preserve the supply of decent housing that is affordable to low-and moderate-income households.
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness.
- Supporting housing preservation programs that assure low-income households have a safe,

- decent, and sanitary place to live; and
- Supporting public services for low-and moderate-income residents including those with special needs and those at risk of homelessness offered by nonprofit organizations.

In addition to these local efforts, mainstream state and federal resources also contribute to reducing the number of individuals and families in poverty. In California, the primary programs that assist families in poverty are CalWORKs, CalFresh (formerly food stamps) and MediCal. Together, these programs provide individuals and families with employment assistance, subsidies for food, medical care, childcare, and cash payments to meet basic needs such as housing, nutrition, and transportation. Other services are available to assist persons suffering from substance abuse, domestic violence, and mental illness.

Actions planned to develop institutional structure

The City has tried to develop an institutional structure that will help identify and access resources to improve the community. The City will continue to work with nonprofit entities to deliver public services. As a member of the LAHSA, the City will provide critical information to the County of Los Angeles for preparation of the County's Continuum of Care Homeless Assistance grant applications. South Gate will provide critical information regarding mainstream funds the City will make available to serve the homeless and will also assist in identifying and prioritizing gaps and needs in the regional system of care.

Externally, the City is in direct contact with the Chamber of Commerce and the Tweedy Mile Business Association, both of which represent private industry. The City also partners with various nonprofit organizations to provide affordable housing opportunities. These nonprofits act as subrecipients to provide a variety of services to the community.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of South Gate is proactive in coordinating with assisted-housing providers, particularly the City's Housing Authority, homeless assistance centers and programs, youth and family oriented social service organizations and health organizations which provide outreach and counseling.

The Community Development department is comprised of Building & Safety, Planning, Housing and Code Enforcement Divisions, who work closely together to coordinate programs with local social service providers to either meet needs directly or to make referrals to outside services, as necessary. Currently,

staff makes referrals based upon the available known assistance data.

Discussion:

See discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In the implementation of programs and activities under the 2022-2023 Annual Action Plan, the City of South Gate will follow all HUD regulations concerning the use of program income, forms of investment, overall low-and moderate-income benefit for the CDBG program and recapture requirements for the HOME program.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
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Annual Action Plan 43

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will not use any other forms of investment beyond those identified in Section 92.205. The Homeowner Rehabilitation Program provides deferred loans to qualified homeowners for rehab on their properties. The loan is due and payable when title is transferred, or property is refinanced or sold. The property must be brought up to certain housing standards as part of the rehab assistance. The property must be owner-occupied and may have up to four units. Qualified households must have an annual income at or less than 80% of the area median income. The program expects to assist five households this program year.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In PY 2022-2023, the City does not plan to use HOME funds for homebuyer down payment assistance. However, some homebuyers that were assisted in prior years may decide to sell their homes during the upcoming program year. In that event, the City will enforce the resale and recapture guidelines.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Please refer to "HOME Investment Partnerships Program Policies and Procedures Manual"

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not intend to use HOME funds under the 2022-2023 Annual Action Plan to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

SOUTH GATE PRESS

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South Gate City Clerk

AUG 02 2023

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Ad Description:

FY 2019-2020 Annual Action Plan Substantial Amend No. 6

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

07/20/2023

Executed on: 07/20/2023
At Los Angeles, California

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



Signature



Email

**PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL
NOTICE OF PUBLIC HEARING
FY 2019-2020 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT NO. 6**

Hearing Date: Tuesday, August 22, 2023

Time: 6:30 p.m. or soon thereafter to a date certain

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

Description: The City of South Gate (City) hereby notifies the general public of a public hearing on August 22, 2023, to receive public comment on Substantial Amendment No. 6 to the FY 2019-2020 Annual Action Plan to consider reprogramming the balance of CDBG-CV funds.

Proposed Amendment No. 6 to the FY 2019-2020 Annual Action Plan CDBG Program:

The City Council will conduct a public hearing to consider the modification in activity funding levels for programs. The following programs may be added, increased, reduced, or eliminated:

CDBG-CV Activities	FY 2019- 2020 CDBG-CV APPROVED BUDGET	PROPOSED FY 2019-2020 CDBG-CV BUDGET AMENDMENT NO. 6	NET CHANGE
CDBG-CV ADMINISTRATION	\$347,645	\$347,645	\$0
HELPLINE YOUTH COUNSELING	\$245,354	\$245,354	\$0
SALVATION ARMY -- HOMELESS SHELTER	\$45,000	\$45,000	\$0
FAMILY VIOLENCE PREVENTION	\$65,000	\$65,000	\$0
ALTIMED COVID-19 TESTING	\$62,500	\$62,500	\$0
COMPATIOR -- MENTAL HEALTH SERVICES	\$201,173	\$207,436.59	\$6,263.59
BET TZEDEK	\$19,390	\$19,390	\$0
SENIOR FOOD DISTRIBUTION	\$286,200	\$149,856	(\$136,344)
FOOD INSECURITY -- NORTHGATE PROGRAM	\$197,014	\$197,014	\$0
YOUTH EMPLOYMENT PROGRAM -- CCCLB	\$75,000	\$75,000	\$0
SOUTH GATE CHAMBER OF COMMERCE -- SMALL BUSINESS ASSISTANCE	\$75,000	\$75,000	\$0
POLICE EXPLORERS	\$17,000	\$17,000	\$0
HOME MODIFICATION PROGRAM	\$41,785	\$171,865.41	\$130,080.41
THE CALIFORNIA LATINO LEADERSHIP INSTITUTE	\$60,165	\$60,165	\$0

Public Review Comment: A thirty-day public comment period will be provided commencing on July 24, 2023, through August 22, 2023. Citizens can submit email comments in advance of the public hearing to the attention of Carol Averell, Housing Manager at caverell@sogate.org.

Public Hearing: The public is invited to participate in the meeting to provide input and comments. The City encourages the participation of all citizens, including non-English speaking persons as well as persons with disabilities. Citizens can submit verbal comments to the City Council at the time of the public hearing.

Availability of Document for Public Comment: A Public Hearing regarding Amendment No. 6 to the FY 2019/2020 Annual Action Plan will be held on Tuesday, August 22, 2023, at 6:30 p.m. at City Hall, Council Chambers.

A copy of the Plan is on file and available for public review at the City of South Gate Community Development Department and the City webpage beginning July 24, 2023:

- <https://www.cityofsouthgate.org/Government/Departments/Community-Development/Housing-Authority/Community-Development-Block-Grant-CDBG-Program>

Invitation to be heard: All interested persons are invited to the Public Hearing to be heard. In addition, written comments may be submitted to the City Council prior to the hearing. Comments may be submitted in writing by mailing comments to City of South Gate, Community Development Department, Attn: Carol Averell, Housing Manager, 8650 California Avenue, South Gate, CA 90280, via email at caverell@sogate.org or by calling in during the meeting. Those desiring a copy of the staff report or further information related to this project should contact:

Contact: Carol Averell, Housing Manager

Phone: 562-563-9535

E-mail : caverell@sogate.org

Mailing Address: Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Accessibility: It is the intention of the City of South Gate to comply with the Americans with Disabilities Act (ADA) in all respects. The City of South Gate will attempt to accommodate attendees in every reasonable manner. Please contact at least 72 hours prior to the above scheduled public hearing to establish need and to determine if additional accommodation is feasible.

ESPAÑOL

CN6E/3721876

**PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL
NOTICE OF PUBLIC HEARING
FY 2019-2020 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT NO. 6**

Office of the
South Gate City Clerk
JUL 17 2023
FILED

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ESPAÑOL

Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9535

Published: July 20, 2023

SOUTH GATE PRESS

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

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

This space for filing stamp only

Office of the
South Gate City Clerk
AUG 02 2023
FILED

PRE#: 3721878

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
FY 2022-2023 Annual Action Plan Substantial Amend No. 2

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

07/20/2023

Executed on: 07/20/2023
At Los Angeles, California

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



Signature



* A 0 0 0 0 0 6 3 6 8 2 8 2 *

Email

**PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL
NOTICE OF PUBLIC HEARING
FY 2022-2023 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT NO. 2**

Hearing Date: Tuesday, August 22, 2023

Time: 6:30 p.m. or soon thereafter to a date certain

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

Description: The City of South Gate (City) hereby notifies the general public of a public hearing on August 22, 2023, to receive public comment on Substantial Amendment No. 2 to the FY 2022-2023 Annual Action Plan.

Proposed Amendment No. 2 to the FY 2022-2023 Annual Action Plan CDBG Program:

The City Council will conduct a public hearing to consider the modification in activity funding levels for programs. The following programs may be added, increased, reduced, or eliminated:

CDBG Activities	FY 2022- 2023 CDBG APPROVED BUDGET	PROPOSED FY 2022-2023 CDBG BUDGET AMENDMENT NO. 2	NET CHANGE
CDBG Available Funds	\$ 2,968,044		
CDBG ADMINISTRATION	\$251,793	\$251,793	\$0
FAIR HOUSING ADMINISTRATION	\$24,000	\$24,000	\$0
HOME PROGRAM DELIVERY	\$150,000	\$150,000	\$0
GRAFFITI ABATEMENT	\$140,000	\$140,000	\$0
SOUTH GATE -PARK FENCE PROJECT	\$575,000	\$1,158,173	\$583,173
CODE ENFORCEMENT	\$450,228	\$450,228	\$0
COMMERCIAL FAÇADE	\$143,850	\$143,850	\$0
COMMUNITY DEVELOPMENT REVITALIZATION - Business Sign and Website Program	\$650,000	\$650,000	\$0
STREET IMPROVEMENT PROJECTS	\$583,173	\$0	(\$583,173)
Total Budget	\$ 2,968,044		\$ 2,968,044

Public Review Comment: A thirty-day public comment period will be provided commencing on July 24, 2023, through August 22, 2023. Citizens can submit email comments in advance of the public hearing to the attention of Carol Averell, Housing Manager at caverell@sogate.org.

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ESPAÑOL

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Published: July 20, 2023

CN88/3721878

PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL
NOTICE OF PUBLIC HEARING
FY 2022-2023 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT NO. 2

Office of the
South Gate City Clerk
JUL 17 2023
FILED

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ESPAÑOL

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Published: July 20, 2023

AUG 15 2023
5:45pm**City of South Gate**
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 22, 2023Originating Department: Public Works

Department Director: _____

Arturo Cervantes

City Manager: _____

Chris Jeffers

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, inclusive of a \$5,000,000 grant from Caltrans.

ANALYSIS: The Project was under construction and approximately 80% 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 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 is 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. The process has been initiated with the submittal of technical documents such as the Workplan for interim measures and a Summary of Site Investigation, and the City continues to address the requirements imposed by the County.

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. Staff met with NR Development Inc., to discuss the steps to close out construction activities and continue maintenance activities. As of February 16, 2023, NR Development Inc., is no longer providing any project services or maintenance activities.
2. City forces are providing maintenance services of the site. The site has been secured with perimeter fencing and security contract services.
3. 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. Preliminarily 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"). Received a proposal from the contractor and have begun negotiations.

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. The first month monitoring per the approved Phase II Workplan was completed on June 30, 2023.
5. 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.
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. Work began July 2023.

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. Two primary purposes of the Project are to divert and treat storm water run-off from the Los Angeles River and provide recreation opportunities to South Gate residents.

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 total estimated cost of improvements completed to date is over \$12 million.

The Project has received the listed grants. The process has begun to enter into an agreement with Caltrans to receive an additional \$5 million for a grand total of \$30.5 million.

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

ATTACHMENT: Proposed Resolution

GD:lc

RESOLUTION NO. _____

**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, except for the requirement for the contractor to perform certain maintenance activities;

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");

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 with the submittal of technical documents such as the Workplan for interim measures and a Summary of Site Investigation, and the City continues to address the requirements imposed by the County.

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 with the submittal of technical documents such as the Workplan for interim measures and a Summary of Site Investigation, and the City continues to address the requirements imposed by 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 Maintenance 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 **22nd** day of **August 2023**.

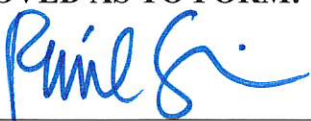
CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

CITY MANAGER'S OFFICE

AUG 10 2023

5:15pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 22, 2023Originating Department: Human Resources

Human Resources Director:


 Jon Hamilton

City Manager:


 Chris Jeffers

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

PURPOSE: To approve the comprehensive successor Memorandum of Understanding ("MOU") between the City of South Gate ("City") and the South Gate Police Management Association ("SGPMA") 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 SGPMA.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Adopting a Resolution approving the comprehensive successor Memorandum of Understanding (MOU) between the City of South Gate and the South Gate Police Management Association (SGPMA) 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 the Association covered the period of July 1, 2005 through June 30, 2008 ("SGPMA MOU 2005-2008"). The SGPMA MOU 2005-2008 was subsequently extended through June 30, 2017, by amendments and/or side letters. The City and Association reached a Tentative Agreement for a successor comprehensive MOU covering the period of July 1, 2021 through June 30, 2025, which the City Council ratified in July 2022. This MOU incorporates those changes into this comprehensive MOU.

The SGPMA and their legal counsel have reviewed and approved the recently completed comprehensive successor SGPMA MOU 2021-2025.

Staff would like to acknowledge and thank the SGPMA board for the time and effort that has been put forth to complete the comprehensive successor SGPMA MOU 2021-2025.

ATTACHMENT: Proposed Resolution (including Exhibit A - Comprehensive Successor SGPMA MOU 2021-2025)

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 WITH THE SOUTH GATE POLICE MANAGEMENT
ASSOCIATION (SGPMA)**

WHEREAS, the last Memorandum of Understanding (“MOU”) between the City of South Gate (“City”) and South Gate Police Management Association (“SGPMA”) covered the term of July 1, 1989 through June 30, 1990;

WHEREAS, various terms between the SGPMA and the City have been altered by a series of Side Letters which have been approved by their membership and respective City Councils;

WHEREAS, on July 26, 2022, the City Council approved the Tentative Agreement for a Successor Memorandum of Understanding with the SGPMA which covered the term of July 1, 2021, through June 30, 2025;

WHEREAS, the City met and conferred with SGPMA to consolidate the changes within the Tentative Agreement and previous Side Letters into one comprehensive and complete MOU; and

WHEREAS, the SGPMA reviewed and approved the completed comprehensive successor SGPMA MOU 2021-2025 which shall become effective only after adoption by the South Gate City Council.

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

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

SECTION 2. The City Council does hereby accept, approve and adopt the comprehensive successor Memorandum of Understanding between the City of South Gate and the South Gate Police Management Association for the term of July 1, 2021, through June 30, 2025, attached hereto as Exhibit “A.”

[Remainder of page left blank intentionally.]

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 **22nd** day of **August 2023**.


CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SOUTH GATE
AND THE
SOUTH GATE
POLICE MANAGEMENT ASSOCIATION
JULY 1, 2021 - JUNE 30, 2025

ADOPTED BY RESOLUTION NO. _____

ON JUNE 27, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I GENERAL PROVISIONS	1
SECTION 1. PREAMBLE	1
SECTION 2. RECOGNITION	1
SECTION 3. TERM	1
SECTION 4. DUES DEDUCTION	2
SECTION 5. MAINTENANCE OF BENEFITS	2
SECTION 6. MANAGEMENT RIGHTS.....	2
SECTION 7. PROBATION.....	3
SECTION 8. PROMOTION.....	3
SECTION 9. FEDERAL AND STATE LAWS	3
SECTION 10. DEFINITIONS.....	3
SECTION 11. ASSOCIATION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION	4
ARTICLE II SALARY & ALLOWANCES	4
SECTION 1. WORK SCHEDULE	4
SECTION 2. WAGES	4
SECTION 3. LONGEVITY PAY	5
SECTION 4. BILINGUAL PREMIUM PAY	6
SECTION 5. OTHER PAY	6
SECTION 6. UNIFORM ALLOWANCE.....	8
SECTION 7. PHYSICAL FITNESS	9
ARTICLE III FRINGE BENEFITS.....	9
SECTION 1. MEDICAL, DENTAL AND VISION INSURANCE	9
SECTION 2. LIFE INSURANCE	10
SECTION 3. RETIREMENT	10
SECTION 4. 125 PROGRAM	12
SECTION 5. PHYSICAL FITNESS MEMBERSHIP	12
SECTION 6. EDUCATION REIMBURSEMENT	12

ARTICLE IV LEAVE POLICIES.....	13
SECTION 1. HOLIDAYS	13
SECTION 2. VACATION LEAVE.....	14
SECTION 3. SICK LEAVE	15
SECTION 4. ADMINISTRATIVE LEAVE	16
SECTION 5. BEREAVEMENT LEAVE.....	17
SECTION 6. FAMILY AND MEDICAL LEAVE ACT.....	18
SECTION 7. UNPAID LEAVES OF ABSENCE.....	18
SECTION 8. JOB RELATED INJURY OR ILLNESS.....	19
ARTICLE V GRIEVANCE PROCEDURES.....	19
ARTICLE VI DISCIPLINARY PROCEDURES.....	19
ARTICLE VII LAYOFF PROCEDURES.....	20

ARTICLE I

GENERAL PROVISIONS

SECTION 1. PREAMBLE

This consolidated Memorandum of Understanding (*hereinafter "MOU" or "Agreement"*) is made and entered into between the South Gate Police Management Association, hereinafter referred to as the "Association," and the management representatives of the City of South Gate, hereinafter referred to as the "City," pursuant to California Government Code, Section 3500 *et seq.*

This MOU is a good faith effort by the Association and the City to consolidate decades of individual MOUs and side agreements into this one comprehensive document. It is possible that provisions of the previous MOUs and/or side agreements or related resolutions may have been inadvertently omitted in this comprehensive MOU. Therefore, each party to this MOU reserves its rights to bring to the other party's attention a provision in a prior MOU or still valid side agreement or resolution that is not included in this MOU. In such case, the parties agree to convene meetings to address the issue and to engage in good faith attempts to reach agreement as to the validity and/or content of any such omitted evidence of terms and conditions of employment. No representation is made that such agreement(s) shall be arrived at.

Additionally, in preparing this comprehensive MOU, it is not the intent of the parties to invalidate terms and conditions of employment that are not set forth in this MOU, but which are referenced in a still valid side agreement or past practice as this term is defined by statutory and case law.

SECTION 2. RECOGNITION

The Association is the duly recognized employee organization for its members employed by the City in an appropriate unit consisting of the classifications of Police Sergeant, Police Lieutenant and Police Captain employed by the City of South Gate Police Department. This unit of representation shall be referred to as the Police Management Unit or the "Unit."

SECTION 3. TERM

This comprehensive MOU shall be effective from July 1, 2021 through June 30, 2025 (4 years) and shall supersede and replace inconsistent provisions of the prior labor agreements, which are intended to be incorporated in this Agreement if to be continued. Because this is the initial consolidated MOU between the City and the Association since before 2005, the parties acknowledge there may exist prior labor agreements the terms of which are still in effect and which the parties intend to continue despite their inadvertent omission from this MOU. This 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. The terms of this Agreement shall only apply to those employees still on payroll at the time that it is adopted by City Council, with the exception of retiree benefits.

SECTION 4. DUES DEDUCTION

The City will continue automatic payroll deductions for the collection of Association dues and fees throughout the term of this MOU. The Association may request in writing that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association, from the salary or wages of members of the Association. The Association hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall also provide the certification of the membership list for deduction purposes to the City on an annual basis or more often as needed. Accordingly, the Association dues shall be deducted on the first paycheck of each month in accordance with City procedures and provisions of applicable law from the salary or wages of each employee whose name is provided in writing by the Association.

The City shall remit the total amount of deductions to the Association within seven (7) calendar days of the date of the deduction. Any changes in the Association dues must be given to the City a minimum of twenty-one (21) calendar days prior to the change to accommodate changes to payroll. Membership within and/or payment of any dues or fees to the Association shall not be a condition of employment with the City. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining the Association.

The Association shall notify the City within twenty-one (21) calendar days of any discrepancy(ies) concerning dues or other payroll deductions pursuant to this Article. If the Association does not notify the City of any discrepancy within twenty-one (21) calendar days, then the City shall be relieved of any further responsibility.

The Association shall indemnify, defend, and hold harmless the City for: (i) any claims made by an individual employee relating to deductions made in reliance upon any certification from the Association, and (ii) any liability arising from any claims, demands, or other action relating to the City's compliance with this Article relating to maintenance of membership. However, the Association shall not indemnify, defend, or hold harmless the City for its own errors in administering the dues deductions on behalf of the Association. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed directly with the Association and shall not be subject to the City's grievance procedures.

SECTION 5. MAINTENANCE OF BENEFITS

All salaries, benefits and terms and conditions of employment shall remain in full force and effect for the term of this MOU, unless modified herein or by subsequent written agreement of the parties.

SECTION 6. MANAGEMENT RIGHTS

Subject to the provisions of this MOU, the parties 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 the Employer-Employee Relations Resolution (Resolution No. 4508) or any successor related resolutions agreed upon by the parties.

SECTION 7. PROBATION

All new hires after July 26, 2022 shall be subject to an eighteen (18) month probation period with the exception of lateral hires from another city or county police agency who are required to serve a twelve (12) month probation. Promotional probation shall be twelve (12) months. A lateral hire for purposes of this MOU is a peace officer, as defined in California Penal Code §§ 830.1 & 830.2(a)-(c), who has successfully passed probation at another California law enforcement agency, who remains continuously employed as a duly sworn peace officer with a California law enforcement agency from the date of the employment application to the date of appointment as a peace officer with the South Gate Police Department, and who applies with a Basic POST Certificate or greater.

SECTION 8. PROMOTION

- A. An employee promoted shall be paid at that step in the salary range to which employee is promoted that is closest to and equal or higher than 105% of employee's current salary, not to exceed the highest step in the salary range. The employee shall receive a new salary anniversary date.
- B. Specifications for promotional opportunities are on file with the South Gate Human Resources Division.

SECTION 9. FEDERAL AND STATE LAWS

It is understood that this MOU is subject to all present and future applicable federal and state laws and regulations, and the provisions herein shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is held to be in conflict with such applicable laws and regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and the remainder of the MOU shall remain in full force and effect.

SECTION 10. DEFINITIONS

- A. **REGULAR RATE OF PAY.** The unadjusted base salary rate as defined in 10(b) below, plus all remuneration paid to the employee, as is required by the federal Fair Labor Standards Act ("FLSA"). For purposes of paid sick leave, vacation administrative leave cash-outs, the Regular Rate of Pay shall exclude the ten percent (10%) Longevity Pay increase (increase from 7% to 17%) a Unit member receives upon reaching the beginning of their 27th year.
- B. **UNADJUSTED BASE SALARY RATE.** The rate of pay described in salary ranges 31, 35, 36 & 37 for the classifications of Sergeant, Lieutenant, Captain, and Captain in Charge. This rate does not include all remuneration paid to an employee and required by the FLSA. See attached Salary Pay Table for the Unadjusted Base Salary Rate.
- C. **POLICE MANAGER.** The term Police Manager as used in this MOU shall refer to all positions and assignments covered by this MOU.

SECTION 11. 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 Government Code Section 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 telephone numbers, and work email addresses on file with the City 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 unit employees at least once every 120 days at the Association's written request.

ARTICLE II SALARY & ALLOWANCES

SECTION 1. WORK SCHEDULE

The 3/12.5 and 4/10 work schedules shall be re-evaluated on or about July 1 of each year of the MOU. The City agrees to meet and confer with the Association regarding any proposed changes in the work schedules.

SECTION 2. WAGES

- A. For Fiscal Year 2021-22, there shall be no cost-of-living adjustment ("COLA") or change in salary ranges.
- B. Effective the payroll period commencing July 30, 2022 (paid August 18, 2022), the salary range and base salary for the represented Unit classifications and employees still on payroll shall be increased by seven and nine/tenths percent (7.9%). See Appendix A1.
- C. Employees still on payroll as of August 18, 2022 and who worked during any part of the period March 18, 2020 to January 1, 2022 shall receive an Essential Worker Stipend of \$8250.00 in their August 18, 2022 regular paycheck as an itemized line on their pay stub.
- D. Effective the first full payroll period in July 2023 the base salary for the classifications for the represented Unit classifications shall be increased by four percent (4%). See Appendix A2.

- E. Effective the second full payroll period in July 2023, 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 \$4000.00 in their regular paycheck as an itemized line on their pay stub.
- F. Effective the first full payroll period in July 2024 the base salary for the classifications for the represented Unit classifications shall be increased by four percent (4%). See Appendix A3.
- G. Effective the second full payroll period in 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 \$2000.00 in their regular paycheck as an itemized line on their pay stub.
- H. Management Salary Computation

Police Sergeants' salary shall be 16% above the sum of the following: (a) the top step base salary for the Police Officer classification; (b) the maximum specialty assignment pay (currently 5%); (c) the maximum P.O.S.T. certification pay (currently 11%); and (d) the longevity pay at level 3 (currently 7%).

Police Lieutenants' salary shall be 16% above that of the Police Sergeant.

Police Captains' salary shall be 12% above that of the Police Lieutenant.

Police Captain in Charge's salary shall be equivalent to that of the Police Captain plus an additional \$300.00 per month.

SECTION 3. LONGEVITY PAY

- A. Police Managers shall receive Longevity Pay in addition to their base salary rate, per the schedule below:

<u>At the Beginning of the:</u>	<u>Rate of Longevity Pay</u>
7 th year of continuous city service	2%
13 th year of continuous city service	4%
26 th year of continuous city service	7%
27 th year of continuous city service	17%

The Longevity Pay indicated above is the base rate percentage that a Police Manager will receive based on their years of continuous service. The percentages are not cumulative and shall not be added together.

The parties agree that Longevity Pay is special compensation and shall be reported as such to the California Public Employees' Retirement System ("CalPERS"), to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1) and 571.1(b)(1) for employees who are determined to be "Classic Members" and/or "New Members"

within the meaning of the California Public Employees' Pension Reform Act of 2013 and related legislation.

- B. Once a City of South Gate Police Manager has completed five (5) years of continuous employment with the City, if they had prior full-time continuous service as a peace officer with another law enforcement agency, that previous service time shall be counted towards the years of continuous employment required for the Police Manager to receive Longevity Pay from the City.

Example: South Gate Police Manager has completed 5 years of continuous employment in that capacity with the City and they had one (1) year of prior full-time continuous service as a peace officer with another law enforcement agency, then their continuous years of City service would be credited as totaling six (6) years and would qualify for the first level of Longevity Pay of 2%.

C. **PERMISSIBLE UNDER CALPERS**

If the ability to provide this benefit ever becomes impermissible by CalPERS, then this benefit will be eliminated and the parties shall prospectively return to the *status quo ante*.

SECTION 4. BILINGUAL PREMIUM PAY

Police Managers who are proficient in sign language, verbally proficient in Spanish, Korean, or any other language designated by the City, shall receive bilingual premium pay of one hundred twenty-five (\$125) per month. This amount shall increase to one hundred ninety dollars (\$190) per month effective with the payroll period starting July 30, 2022. Proficiency shall be determined by examinations administered by the Human Resources Division.

The parties agree that Bilingual Premium Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR 571(a)(4) and 571.1(b)(3) for employees who are determined to be "Classic Members" and/or "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013 and related legislation.

SECTION 5. OTHER PAY

A. **POST CERTIFICATION PAY**

Effective the first full payroll period in July 2022, Unit members who have obtained or do obtain a POST Supervisory Certificate shall receive \$275 per month as POST Certification Pay and retain that pay through any promotion through Association represented classifications.

Effective the first full payroll period in July 2022, Unit employees who have obtained or do obtain a POST Management Certificate shall receive \$350 per month as certification pay and retain that pay through any promotion through Association represented classifications.

The POST Certification Pay provided herein is not cumulative and will not be considered for purposes of calculating pay differentials between Sergeant and Lieutenant, and Lieutenant and Captain.

The parties agree that POST Certificate Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2) for employees who are "Classic Members" as outlined in Article III, Section 3(C) and employees who are "New Members" as outlined in Article III, Section 3(D), respectively.

B. OVERTIME ELIGIBILITY

Police Captains are exempt from the overtime and other provisions of the FLSA and shall be subject to call and duty at any time without additional compensation notwithstanding the normal work week for the Police Department.

- C. In the event a disaster or state of emergency is declared by (1) the City Council or Director of Emergency Services (City Manager) in accordance with the provisions of South Gate Municipal Code Chapter 7.14 or (2) either by the County of Los Angeles, the State of California, or the federal government, declared disaster and emergency overtime shall be paid at the rate of straight time multiplied by their regular rate of pay for all time actually worked in excess of forty (40) hours per work week in either pay or compensatory time-off.

D. COMPENSATORY TIME OFF

In lieu of receiving overtime pay, employees may designate earned overtime hours as compensatory time off. Compensatory time off shall be accrued at time and one-half (1½) the number of overtime hours worked. Employees may accrue Compensatory Time to a maximum of four hundred eighty (480) hours. Compensatory time off may be used in accordance with Police Department regulations and may be converted to cash payment at the discretion of the employee. After receipt of the appropriate completed and signed forms, Finance shall process Compensatory time cash payments during the next scheduled pay period to be included in the Police Manager's regular paycheck.

E. OVERTIME COURT DUTY

1. Court On Call

Off duty Police Managers assigned to be "On Call" for a court appearance shall be compensated at the rate of three (3) hours at time and one-half (1½) the employee's Regular Rate of Pay. On call pay is for any subpoena on a daily basis, not a morning/afternoon basis. If two subpoenas are for the same day, the Police Manager may not receive compensation for being "On Call" on one case while appearing on another court case during the same day.

2. Court Appearance

Police Managers shall receive time and one-half (1½) the employee's Regular Rate of Pay for appearing in court while off duty, with a minimum of four (4) hours pay per court appearance. The four (4) hour minimum begins with the start time of the subpoena and ends when the Police Manager is dismissed by the court, handling district attorney or attorney assigned to the case. Should the time between the start time of the subpoena and the dismissal by the court, handling district attorney or attorney assigned to the case exceed four (4) hours, Police Manager will be paid at time and one-half (1½) the employee's Regular Rate of Pay for the actual hours between the subpoena start time and the dismissal time.

F. DETECTIVES ON CALL

Police Managers assigned as Detectives shall receive two (2) hours of pay at time and one half (1½) their Regular Rate of Pay for each non-work day that they are assigned by the Police Department to be in an On Call status.

G. ACTING PAY

The City's Acting Pay Procedures are outlined in Section 6.8 of the City's Rules & Regulations for the Administration of Civil Service Procedures, Resolution No. 6377, adopted on June 24, 1997, as amended by Resolution No. 6871, adopted on February 24, 2003, and Resolution No. 7038, adopted on January 11, 2005.

H. CALL BACK PAY

Police Sergeants and Police Lieutenants who are called back to work by the Police Department shall receive a minimum of three (3) hours of pay at time and one-half (1½) their Regular Rate of pay. Police Sergeants and Police Lieutenants shall receive the Call Back Pay minimum one time in a twenty-four (24) hour period regardless of the number of times they are called to return to work. A Police Sergeant or Police Lieutenant is entitled to Call Back Pay after the end of the assigned work shift (including any overtime they may have worked), plus an additional thirty (30) minute grace period after their shift ended and after they are no longer on the City's premises. Call Back time begins when the Police Sergeant and Police Lieutenant leaves their home to report directly to work, or if not at home, at such time as they begin to respond to the Police Department's Call Back notification and ends upon the Police Manager being released from duty. Their travel time to return to work shall not exceed thirty (30) minutes.

SECTION 6. UNIFORM ALLOWANCE

The City shall pay to each Police Manager a uniform allowance in the amount of \$1,000 per fiscal year. Effective July 1, 2022, the City shall pay and report 1/26th of the Uniform Allowance each pay period, in compliance with CalPERS rules (Circular Letter: 200-050-19) whereby the

aggregate amount for each pay period is reported within the earned period report (meaning paid out equally across all pay periods in a fiscal year).

The City will not require receipts for uniform purchases. It is however the sole responsibility of the employee to maintain and wear the proper uniform at all times.

The City shall report to CalPERS the uniform allowance for each employee as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

SECTION 7. PHYSICAL FITNESS

Police Managers who pass the Police Department's Physical Fitness "test" in any one of the following areas: (1) cycling, (2) three-mile walk, or (3) one and one-half mile run, shall receive special compensation of \$600 each April and October.

The Police Department conducts fitness testing two (2) times a year, usually in April and October. Scores are based upon the police managers' gender, age and physical fitness test performance. Police Managers who successfully complete their assigned segment of the "Baker to Vegas Run" are deemed to have passed the test in lieu of taking the fitness test in April of that particular year. Those Police Managers are still required to participate and achieve a qualifying score to receive the special compensation of \$600 in October.

A score of "good" or better shall be deemed a passing score to entitle the recipient to receive the \$600 payments described herein. Employee participation in this Physical Fitness Program is voluntary.

The parties agree that Physical Fitness Incentive Pay is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1) and 571.1(b)(1) for employees who are determined to be "Classic Members" and/or "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013 and related legislation.

ARTICLE III FRINGE BENEFITS

SECTION 1. MEDICAL, DENTAL AND VISION INSURANCE

A. MEDICAL INSURANCE

The City will pay the insurance premium for the CalPERS medical insurance plan and level of coverage (Employee only, Employee +1, or Employee +2 or more) the employee selects, not to exceed the CalPERS Kaiser-Southern California premium for the same level of coverage (Employee only, Employee + 1, or Employee +2 or more). If an employee selects a CalPERS medical insurance plan and level of coverage that has a higher premium than the Kaiser-Southern California level of coverage, they shall

pay the difference in premium. If the employee selects a CalPERS medical insurance plan and level of coverage that has a lower premium than the Kaiser-Southern California level of coverage, the employee shall not receive the difference in premium from the City. The medical insurance carriers, plan benefits, premiums, eligibility and other terms and conditions are determined by CalPERS.

B. DENTAL INSURANCE

The City will pay 100% of the cost of the City selected-dental PPO insurance plan premium for Police Managers and their eligible dependents.

C. MEDICAL AND DENTAL INSURANCE OPT OUT

Police Managers who waive coverage from the CalPERS medical insurance plans shall receive \$360.60 per month to be paid to the employee's deferred compensation plan administered by the City. To be eligible to receive the above dollar amount, the employee must provide proof, as determined by the Personnel Officer, that they are currently enrolled in another comparable medical insurance plan and they shall remain enrolled in a comparable medical insurance plan in the future. If the employee's non-City medical insurance coverage is discontinued, the employee shall immediately provide written documentation to the City's Personnel Officer. A Police Manager whose outside insurance is terminated may be eligible to enroll in CalPERS subject to then-existing rules.

The City will provide an employee who elects to waive their City dental insurance \$17.95 per month as a contribution to the employee's deferred compensation plan.

D. VISION PLAN

The City will pay 100% of the City-selected vision care premium for the Police Managers and their eligible dependents.

SECTION 2. LIFE INSURANCE

The City shall provide \$5,000 of Term Life Insurance and \$100,000 Accidental Death and Dismemberment Insurance for all employees represented by the Association until age 65.

SECTION 3. RETIREMENT

- A. Effective the payroll period commencing July 30, 2022, all "Classic" represented Unit members as defined by CalPERS shall pay an additional 2% towards the member's CalPERS contribution pursuant to California Government Code 20516(a). A Resolution of Intention was adopted at the December 13, 2022, City Council meeting for purposes of amending the City's contract with CalPERS. The Association provided a Certification of Employee Election agreeing to the CalPERS contract change on January 6, 2023 and an Ordinance amending the CalPERS contract was

adopted on February 14, 2023. The effective date of the Ordinance will be March 16, 2023, making the City's CalPERS contract amendment effective March 26, 2023.

- B. Effective the first full pay period in July 2024, all "new" or "PEPRA" represented Unit members, as defined by CalPERS, shall pay 2% towards the employer CalPERS contribution as cost sharing to be implemented by a 1% CalPERS contract amendment pursuant to California Government Code section 20516(a) and the other 1% cost sharing being implemented pursuant to Government Code section 20516(f) on an after tax payroll deduction basis. At such time as POA represented members reach an equivalent cost sharing CalPERS contract amendment and that contract amendment is implemented for both POA and PMA, the cost sharing pursuant to 20516(f) shall cease and the cost sharing shall be pursuant to Government Code section 20516(a), on a pre-tax basis.
- C. For all employees represented by the Association who are "Classic Members" within the meaning of the California Public Employees' Pension Reform Act of 2013, the City shall provide in its contract with CalPERS the following:
 - 1. 3% at 50 Retirement Formula
 - 2. Highest Single Year
- D. For all employees represented by the Association who are "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013, the City shall provide the following:
 - 1. 2.7% at 57 Retirement formula (G.C. Section 7522.25)
 - 2. Final Compensation based on the average compensation earnable for the highest consecutive 36-months period. (G.C. Section 7522.32(a))

E. PRE-TAX BASIS

The City shall adopt a resolution pursuant to Internal Revenue Code 414(H)(2) such that, to the extent permitted by law, the retirement contributions herein shall be on a pre-tax basis.

F. RETIREE MEDICAL INSURANCE

For Unit members who retire from the City through CalPERS after twenty (20) years or more of sworn service with the City, and who remain so retired under CalPERS, the City shall contribute toward the retirees' CalPERS medical insurance coverage as follows:

Retirees Prior to July 1, 2005

The retiree shall receive a total monthly contribution from the City of \$306 for employee only coverage and \$518 for 2-party or family coverage.

Retirees on or after July 1, 2005 who were hired prior to December 11, 2012

For retirees that retired on or after July 1, 2005, and for all employees that will retire on or after July 1, 2005 (hereinafter "post-July 1, 2005 retirees") who were hired prior to December 11, 2012, the City's monthly retiree medical contribution shall be increased January 1, 2006 to \$613 (equal to the Kaiser 2-party rate). Each January 1, thereafter, the City shall increase the monthly retiree medical stipend of post-July 1, 2005 retirees by the actual increase in the Kaiser 2-party rate, with a maximum yearly increase of five percent (5%).

Retirees who were hired by the City on and after December 11, 2012.

Effective for employees first hired by the City on and after December 11, 2012, the City will reimburse such employee upon retirement for the actual dollar amount for the CalPERS medical insurance coverage they select, not to exceed the amount of the CalPERS Kaiser-Southern California 2-Party medical insurance monthly premium rate in effect on the date of their retirement. The City shall not increase this monthly fixed dollar contribution beyond this amount.

G. DEFERRED COMPENSATION 457 PLAN

Eligible Police Managers participating in the City's deferred compensation program shall receive a "dollar for dollar" match up to \$1,200 per calendar year.

SECTION 4. IRS SECTION 125 PROGRAM

The City has established an Internal Revenue Code Section 125 program for employees. The City will pay the fee to administer the Section 125 program up to \$6 per month per employee. The Section 125 Program shall consist wholly of money employees elect to contribute pursuant to Internal Revenue Service regulations.

SECTION 5. PHYSICAL FITNESS MEMBERSHIP

The City will provide each Police Manager a membership at the South Gate Sports Center in the South Gate Park as follows:

1. If the Police Manager resides in the South Gate City limits, they will receive a Family membership at no cost.
2. If the Police Manager resides outside the South Gate City limits, they will receive a membership for themselves at no cost.

SECTION 6. EDUCATION REIMBURSEMENT

The City will budget sufficient funds each fiscal year to meet its obligations for all City employees' education reimbursements. Police Managers who meet the terms and conditions of the Education Reimbursement Program including, but not limited to, passing their original probationary period, will be reimbursed as follows:

1. Up to two thousand five hundred dollars (\$2,500) per fiscal year for coursework satisfactorily completed at California public colleges and universities which are accredited by an agency recognized by the U.S. Department of Education or the Council for Higher Education Accreditation. Police Managers who voluntarily terminate service with the City within 2 years of completion of a course must re-pay the City for the unearned portion of the benefit they received on a pro-rata basis (i.e. 1/24th for each month short of two years).
2. Up to three thousand dollars (\$3,000) per fiscal year for coursework at private colleges and universities which are accredited by an agency recognized by the U.S. Department of Education or the Council for Higher Education Accreditation. Police Managers who voluntarily terminate service with the City within 2 years of completion of a course must re-pay the City for the unearned portion of the benefit they received on a pro-rata basis (i.e. 1/24th for each month short of two years).

ARTICLE IV LEAVE POLICIES

SECTION 1. HOLIDAYS

A City designated holiday consists of ten (10) hours. The City will grant one hundred thirty hours (130) of Holiday Leave per year. The following thirteen (13) holidays are recognized by the Parties:

New Year's Day	January 1 st
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 th
Labor Day	First Monday of September
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday of November
Christmas Day	December 25 th
Holiday Break	Three work days between Christmas and New Year's

The City will review the holidays above in April of each fiscal year and determine the date each holiday will be observed for the coming fiscal year.

Employees who are scheduled to work on holidays shall take the holiday off at another date to be scheduled by the department as work schedules permit.

City Holiday Leave is not intended to be carried over from one fiscal year to a succeeding fiscal year, except for employees who, at the end of the fiscal year, are out on paid Administrative Leave or an Industrial Injury Leave (Workers' Comp). In those situations, the employee can carry over the unused Holiday Leave hours for a period of up to 60 calendar days after they return to work. Otherwise, any Holiday Leave remaining from the previous fiscal year shall reduce the amount granted for the ensuing fiscal year in an equal amount.

An employee shall not receive compensation for holidays that occur after his/her separation from City employment.

SECTION 2. VACATION LEAVE

A. VACATION LEAVE ACCRUAL

Employees shall accrue vacation leave each bi-weekly pay period. Vacation leave accrual shall be pro-rated for a partial pay period of City employment.

<u>Beginning of</u>	<u>Through end of</u>	<u>Hours Earned Annually</u>
Date of Hire	4 th year	88
5 th	9 th year	120
10 th	14 th year	160
15 th	19 th year	180
20 th	26 th year	200
27 th and thereafter		0

The City will count prior full-time law enforcement service as a sworn peace officer with another agency towards vacation leave accrual once the employee has been employed by the City for five (5) years.

Lateral peace officers, upon successful completion of the twelve (12) month probationary period, shall be given credit for up to 200 hours of accrued vacation leave they have earned from another P.O.S.T. recognized California law enforcement agency.

B. VACATION LEAVE CASH OUT

Association represented employees may request to cash out accrued, unused vacation leave at the employee's Regular Rate of Pay, not to exceed 100 hours in any fiscal year. Beginning in December 2022 for vacation leave to be cashed-out in FY 2023, City shall supply an irrevocable cash out request form to be submitted no later than December 15th for the cash out for the following calendar year. Employees may cash out up to between 0%-50% of their annual accrual in July and the balance in December but only to the extent the employee has accrued, unused vacation leave sufficient to cover the leave cash out request. If the employee's vacation leave balance is less than the amount previously designated, the employee's cash-out will be limited to the amount accrued, unused vacation leave at the time of the designated cash out, but must meet the designated cash out by year end. Employees who fail to submit a vacation

leave cash out request by December 15th will be precluded from cashing out vacation leave in subsequent calendar year.

C. VACATION LEAVE ACCRUAL LIMIT

A Police Manager's unused vacation leave shall not exceed a maximum of four hundred (400) hours at any time.

If Police Manager's accrued unused vacation leave reaches the maximum of four hundred (400) hours, they shall cease to accrue vacation leave until such time as the Police Manager's accrued unused vacation leave is reduced below four hundred (400) hours.

SECTION 3. SICK LEAVE

A. SICK LEAVE ACCRUAL

Employees shall accrue six (6) hours of sick leave per bi-weekly pay period (total one hundred fifty-six (156) hours per year). Sick leave accrual shall be pro-rated for a partial pay period of City employment. Lateral sworn peace officers, upon successful completion of the twelve (12) month probationary period, shall be given credit for up to 400 hours of accrued sick leave they earned from another P.O.S.T. recognized California law enforcement agency.

B. SICK LEAVE ACCRUAL LIMIT

There shall be no limit on the number of unused sick leave hours a Police Manager may accrue at any time.

Upon commencement of an employee's twenty seventh (27th) year of sworn law enforcement service, the employee's annual accrual of sick leave shall be reduced by 64.5 hours, from 156 to 91.5 hours.

C. SICK LEAVE CONVERSION

The City shall permit represented Association represented employees who are in the final 3 years of an eligible employee's employment before attaining the Normal Retirement Age as defined by IRS regulations and have 20 or more years with the City to convert accrued unused sick leave prior to retirement for the purpose of maximizing the employee's "Catch Up" contributions to Deferred Compensation, as permitted by applicable provisions of the Internal Revenue Code.

The Conversion of accrued unused sick leave hereunder shall be at the employee's Regular Rate of Pay as defined in this MOU. This sick leave conversion to deferred compensation is limited to a maximum of 1200 hundred hours for both conversion to deferred compensation and for cash out upon separation. Any remaining sick leave hours balance above the combined 1200 hour cash out/conversion cap can still be converted to retirement service credit pursuant to Government Code Section 20965

credit to the extent this benefit remains part of the City's CalPERS contract. Employees hired by the City after July 30, 2022, shall not be entitled to convert sick leave to deferred compensation or cash out but may still convert unused sick leave to service credit pursuant to Government Code Section 20965 to the extent this benefit remains a part of the City's CalPERS contract. Recruits in the Academy are not deemed employees for this purpose. Any represented employee that dies prior to retirement shall have their sick leave paid to their beneficiary if the employee has 20 or more years of service at the time of death or if the death was work related.

D. SICK LEAVE CASH OUT UPON SEPARATION

Association represented employees hired prior to July 1, 1993 shall be permitted to cash out an unlimited number of accrued unused sick leave hours.

Association represented employees hired on or after July 1, 1993, but prior to August 1, 2022, shall be permitted to cash out a lifetime maximum of twelve hundred (1200) accrued unused sick leave hours. Cash out of accrued unused sick leave hours shall be at the employee's Regular Rate of Pay as defined in this MOU.

This sick leave cash out upon separation is limited to a maximum of 1200 hundred hours for both cash out upon separation and conversion to deferred compensation. Any remaining sick leave hours balance above the combined 1200-hour cap can still be converted to retirement credit to the extent this benefit remains part of the City's CalPERS contract. Employees hired after July 30, 2022, shall not be entitled to convert sick leave to deferred compensation or cash out. Recruits in the Academy are not deemed employees for this purpose.

Payment to Police Managers for accrued unused sick leave shall be according to the following:

1. 15 - 19 years of City employment
50% of eligible accrued unused sick leave.
2. 20 years or more of City employment
100% of eligible accrued unused sick leave.

SECTION 4. ADMINISTRATIVE LEAVE

Police Lieutenants and Captains earn Administrative Leave in recognition for time worked after regular shift on projects and/or community events, and shall be expected to attend community events. Administrative leave accrual shall be pro-rated for a partial pay period of City employment.

Police Captains shall accrue eighty (80) hours of Administrative Leave per year.

Police Lieutenants shall accrue forty (40) hours of Administrative Leave per year.

Payout is only available upon termination for the administrative leave balance at the time of termination and at the unadjusted base rate identified in the attached salary pay tables. There shall be no ability to cash out any unused leave accruals during employment.

SECTION 5. BEREAVEMENT LEAVE

A. IMMEDIATE FAMILY

The term "immediate family" is defined as the spouse, domestic partner, children, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, step children, step parents, foster children, foster parents, grandparents, or grandchildren of the employee, or other person, as approved by the City Manager or their designee.

1. WITHIN THE STATE

Upon the death of an immediate family member whose memorial/burial services occur within California, the employee shall receive thirty (30) hours of bereavement leave, not chargeable to any other leave and an additional ten (10) hours of any other leave or of unpaid leave for a total of forty (40) hours. Employees whose bereavement requires travel within California may take an additional thirty (30) hours of sick leave.

2. OUT OF STATE

Upon the death of an immediate family member whose memorial/burial services occur outside California, the employee shall receive forty (40) hours of bereavement leave, not chargeable to any other leave. Employees whose bereavement requires travel out of California may take an additional thirty (30) hours of sick leave.

3. OTHER TERMS AND CONDITIONS OF USE

Bereavement leave must be completed within three (3) months of the family member's death and may be intermittent leave and is not required to be used in consecutive amounts. Employees are required to provide documentation of the family member's death within thirty (30) days of the first day of the leave. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The City shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the City regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

SECTION 6. FAMILY AND MEDICAL LEAVE ACT (FMLA)

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 FMLA/CFRA-covered leave. Rights and obligations which 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.
- B. 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.

SECTION 7. UNPAID LEAVES OF ABSENCE

A leave of absence without pay which is not covered by state or federal law may be granted only in those cases where an employee's record of service makes it desirable for the City to recognize such service, even at the cost of some inconvenience to the City. The factors which will be considered in evaluating requests for unpaid leaves of absence include, but are not limited to, whether the employee has accrued paid leaves, and prior discipline and counseling received by the employee.

The employee shall submit a written request for an unpaid leave of absence to the Police Chief. In the exercise of his discretion, the Police Chief shall approve or deny an application, and shall notify the employee in writing.

A leave of absence without pay up to ninety (90) calendar days in any one calendar year may be granted by the Police Chief and the Personnel Officer. A leave of absence without pay in excess of ninety (90) calendar days must be approved by the Personnel Officer.

Leaves of absence without pay, other than for illness or injury, may not exceed one hundred eighty (180) calendar days during any three (3) calendar year period. The Police Chief and the Personnel Officer may grant an unpaid medical leave of absence for a maximum period of one (1) year for a bona fide illness or injury. Before being granted an unpaid leave of absence due to illness or injury, an employee must utilize all sick leave; and may, but shall not be required to, use vacation leave.

In the event that an employee has no eligible leave to cover an absence from work, authorized or

unauthorized, the Police Chief and the Personnel Officer may approve the short-term leave with due consideration of the employee's work record.

In the event an unpaid leave of absence does not result in a break in service, the employee's Anniversary Date for purposes of salary step increases shall be delayed for the period of absence; and during the period of absence the employee shall not accrue other benefits, such as, but not limited to seniority, vacation leave, holiday leave, and sick leave.

SECTION 8. JOB RELATED INJURY OR ILLNESS

Employees in the Unit are eligible to receive continuation of salary and benefits in accordance with Labor Code section 4850.

ARTICLE V GRIEVANCE PROCEDURES

The City's Grievance Procedures are outlined in Section 12 of the City's Rules & Regulations for the Administration of Civil Service Procedures, Resolution No. 6377, adopted on June 24, 1997, as amended by Resolution No. 6871, adopted on February 24, 2003, and Resolution No. 7038, adopted on January 11, 2005.

The parties agree to retain the services of an Administrative Law Judge (ALJ) through the Office of Administrative Hearings (OAH) to conduct Step 4 Grievance review and provide a written decision in place of the City's Civil Service Commission, with all other aspects of the grievance hearing remaining the same. The City and the Association shall share the costs of using the ALJ and OAH equally, with each side paying their share as and when required by the neutral, third-party or the OAH. If either party wishes to have a court reporter document the proceedings, then that party shall bear the cost of such court reporter. In the event that both parties wish to have a court reporter document the proceedings, then the parties shall split the cost of such court reporter. Absent alternative agreement between the parties, each party shall bear the costs of any transcript(s), if requested.

ARTICLE VI DISCIPLINARY PROCEDURES

The City's Disciplinary Procedures are outlined in Section 11 of the City's Rules & Regulations for the Administration of Civil Service Procedures, Resolution No. 6377, adopted on June 24, 1997, as amended by Resolution No. 6871, adopted on February 24, 2003, and Resolution No. 7038, adopted on January 11, 2005.

The parties agree to retain the services of an Administrative Law Judge (ALJ) through the Office of Administrative Hearings (OAH) to conduct the disciplinary action appeal and provide a written decision in place of the City's Civil Service Commission, with all other aspects of the disciplinary hearing remaining the same. The City shall bear the costs of contracting with OAH and using the ALJ. City shall also bear the cost of any court reporter, transcripts or similar recording. No

employee shall ever be required to pay any cost of a disciplinary appeal except for their own representation and/or legal counsel.

ARTICLE VII LAYOFF PROCEDURES

SECTION 1. LAYOFF PROCEDURES

1.1 Layoff

The City Council or City Manager may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. If the reduction in force is necessary for economic reasons, as a general law city, the City shall observe the seniority rule per Government Code Section 45100 in putting the reduction into effect. The City shall give employees covered by this MOU not less than fifteen (15) calendar days advance notice of lay-off and the reason therefore. However, no full-time employee shall be separated from a department while regular part-time or hourly employees are serving in the same positions in the department.

1.2 Bumping Rights

The employee laid-off shall be entitled to bump to the position in a class in which they currently or formerly held a permanent appointment and in which there is an employee with less seniority in the class, if physically and mentally able to perform the duties of the former class. After the City has notified the affected employee and also the position available to the employee, if any, to bump, they must notify the Personnel Officer of their intent to exercise the bumping rights within fourteen (14) calendar days of the position and classification in the City which they intend to bump, or the bumping rights shall be barred and waived to the employee. The employee with the least seniority in the class shall be bumped by the person who is laid off. The employee bumped shall be considered as laid-off for the same reason as the person who bumped them and shall in the same manner be eligible to bump to a position in a class within the City in which they formally had a permanent position.

1.3 Appointment of Laid-Off Employees to Lower Class

The City Manager may approve the appointment of an employee who is to be laid-off to an existing vacancy in a lower class for which they are qualified without requiring an examination, provided the appropriate appointing authority so appoints.

1.4 Applicability

These provisions shall apply to all classified positions but shall not apply to unclassified, probationary, hourly, and temporary positions.

1.5 Lay-off List

The lay-off list shall consist of those employees laid-off in the classification ranked in order of seniority. If there is a classification of a lower rank in the same classification series as the position from which the employee was laid-off, that employee's name shall be placed on the lay-off list for each such lower ranked classification.

A laid-off employee shall retain re-employment rights to the classification from which they were laid-off irrespective of their acceptance of reemployment at a lesser rank.

1.6 No Probation and Evaluation of Bumped Employee

Employees who bump or are bumped shall not be required to serve a probationary period and shall be evaluated using the same criteria and process as other fully vested and tenured employees.

The City's labor relations representatives and the Association's representatives have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Association and have reached agreements which are set forth in this MOU. This MOU, when executed by the City labor relations representatives and the Association representatives, constitutes a joint recommendation therefrom, after ratification of the Association membership, to be submitted to the City Council for its determination and approval by resolution, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until approved and adopted by a resolution of the City Council.

[Signatures on Next Page]

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

~Signature page~

The City and the Association acknowledge that this Agreement is entered into as of the __ day of June, 2023 and is subject to it being executed by authorized representatives.

CITY OF SOUTH GATE:

Maria del Pilar Avalos, Mayor

Date: _____

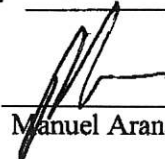
**SOUTH GATE POLICE MANAGEMENT
ASSOCIATION:**

By: _____


Carlos Corella, President

Date: _____

By: _____


Manuel Arana, Treasurer

Date: _____

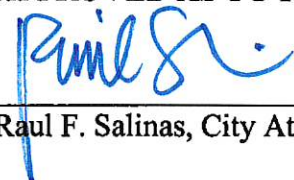
07-27-23

ATTEST:

Yodit Glaze, City Clerk

(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

**MOU APPENDIX A
RANGES, STEPS, AND JOB TITLES
Pay Plan Category B – South Gate Police Management Association**

Salary tables with effective dates attached as follows:

Appendix A1 – effective pay period starting July 30, 2022

Appendix A2 – effective July 1, 2023

Appendix A2 – effective July 1, 2024

SALARY PAY TABLE
PAY PLAN CATEGORY B - SOUTH GATE POLICE MANAGEMENT ASSOCIATION
EFFECTIVE 7-31-2022
7.9% INCREASE

GRADE	ANNUAL	MONTHLY	HOURLY	POSITION
31	147,622	12,302	70.97	POLICE SERGEANT
35	171,241	14,270	82.33	POLICE LIEUTENANT
36	191,790	15,983	92.21	POLICE CAPTAIN
37	195,390	16,283	93.94	POLICE CAPTAIN IN CHARGE

SALARY PAY TABLE
PAY PLAN CATEGORY B - SOUTH GATE POLICE MANAGEMENT ASSOCIATION
EFFECTIVE 7-1-2023
4.0% INCREASE

STEP	STEP	STEP	STEP	POSITION
31	153,527	12,794	73.81	POLICE SERGEANT
35	178,091	14,841	85.62	POLICE LIEUTENANT
36	199,462	16,622	95.90	POLICE CAPTAIN
37	203,062	16,922	97.63	POLICE CAPTAIN IN CHARGE

SALARY PAY TABLE
PAY PLAN CATEGORY B - SOUTH GATE POLICE MANAGEMENT ASSOCIATION
EFFECTIVE 7-1-2024
4.0% INCREASE

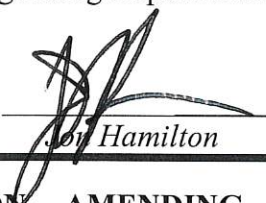
GRADE	MINIMUM	MAXIMUM	STEP	TITLE
31	159,668	13,306	76.76	POLICE SERGEANT
35	185,215	15,435	89.05	POLICE LIEUTENANT
36	207,441	17,287	99.73	POLICE CAPTAIN
37	211,041	17,587	101.46	POLICE CAPTAIN IN CHARGE

AUG 15 2023

9:30 A.M.

City of South Gate
CITY COUNCIL**AGENDA BILL**For the Regular Meeting of: August 22, 2023Originating Department: Human Resources

Human Resources Director:


John Hamilton

City Manager:


Chris Jeffers

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO CREATE THE POSITION OF DEPUTY DIRECTOR OF PUBLIC WORKS – FIELD OPERATIONS AND TO ELIMINATE THE POSITION OF FIELD OPERATIONS MANAGER WHEN IT IS VACATED

PURPOSE: To create the Deputy Director of Public Works – Field Operations (“Deputy Director”) position in the Department of Public Works and to authorize the City Manager to eliminate the position of Field Operations Manager when it is vacated.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) creating the Deputy Director of Public Works – Field Operations position in the Public Works Department and authorizing the City Manager to eliminate the position of Field Operations Manager when it is vacated.

FISCAL IMPACT: The creation of the Deputy Director position will result in a position cost increase of approximately \$20,791 annually, which is the difference between the current Field Operations Manager top step of \$158,417 annually, and the new proposed top step annual salary of the Deputy Director of \$179,208, plus the minimal increase of costs related to benefits.

ANALYSIS: None.

BACKGROUND: The City must, from time to time, add, remove, reclassify, or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan to satisfy the changing needs and demands of the City’s workforce. In response to these changing needs and demands, job classification specifications must be amended, created, eliminated, or reclassified to more closely match the tasks which need to be performed by employees in the City’s various departments.

Currently, the City’s Corporate Yard is managed by a Field Operations Manager, who manages approximately 70 employees in varied and complex public works functions such as street, sewers, storm water, street tree maintenance, traffic lights, streetlights, water services, vehicle

maintenance, and general building maintenance. In overseeing the Corporate Yard operations, the Field Operations Manager develops, implements, and evaluates operations maintenance plans, policies and procedures, and other methods to achieve goals and objectives. He also plans, organizes, coordinates, and assigns work, reviews work performance, supervises, trains, and evaluates subordinate personnel, including four advanced-career superintendents, selects new employees, acts on employee problems, and recommends discipline, when necessary. The position also requires the incumbent to prepare reports, recommendations, and correspondence related to department operations.

The current Field Operations Manager has announced his retirement, which will occur in December 2023 after 35 years of employment with the City. When he leaves, he takes with him a substantial amount of institutional knowledge, technical expertise, and experience, which he used to manage the Corporate Yard throughout the years. Additionally, technology and regulations have required the position to become increasingly proficient in administrative tasks, report writing, data analysis, comprehension of complicated regulations and laws, and strategic planning in addition to the traditional requirements that the position be highly qualified in technical public works functions, such as street, sewer, water, vehicle, and building maintenance.

To ensure that the City's recruitment efforts will produce a candidate capable of managing the City's Corporate Yard upon the retirement of the current Field Operations Manager, the Field Operations Manager position was analyzed with the assistance of a third-party consultant, Municipal Resource Group (MRG), to determine if it should be updated, reclassified, or result in the creation of a new classification as well as whether the position is compensated competitively in the existing employment market. As a result of this collaboration, City staff and MRG concur that the position of Deputy Director should be created to meet the needs of the City both now and in the future.

The Deputy Director will continue to supervise approximately 70 positions, including the water, electrical, general, equipment, street, and sewer maintenance operations. While the Field Operations Manager position requires an associate's degree, eight years of public works maintenance/construction experience, and three years of supervisory experience, the Deputy Director position will require five years of increasingly responsible experience in public works maintenance or construction and three years in a supervisory capacity. Additionally, the new Deputy Director position requires that the successful incumbent possess a bachelor's degree from an accredited college or university with major coursework in public or business administration, engineering, or a closely related field. This higher level of education is to ensure the applicant is capable of handling complex and rapidly evolving administrative tasks as well as the ability to manage public works maintenance and systems projects.

The Deputy Director will oversee and direct the activities of the Public Works Field Operations Division, including short- and long-range planning as well as the development and administration of departmental policies, procedures, and services. The Deputy Director will also oversee and participate in the development and administration of the Field Operations Division annual budget, participate in the forecasting of funds needed for staffing, equipment, materials, and supplies, monitor and approve expenditures, and implement adjustments. Further, the Deputy Director will

manage revenues from a variety of funds and sources, ensure appropriate fee-for-service levels, fund balance levels, and reserves.

This new position will administer a variety of contracts to ensure compliance with the specific provisions contained therein, oversee the development of requests for proposals and the selection process of qualified vendors, and negotiate and recommend contracts/service providers. The Deputy Director will provide responsible staff assistance to the Public Works Director, conduct a variety of organizational studies, investigations, and operational studies, recommend modifications to public works field operations programs, policies, and procedures as appropriate, and maintain awareness of new trends and developments in the field of public works and incorporate such new developments, where appropriate.

As a result of the level of responsibility, complexity and diversity of the functions managed and performed, the consequence of error, and the new minimum requirements for employment, this justifies placing the new Deputy Director classification at the same salary as the Deputy City Engineer, which ensures parity amongst two equal positions in the Department of Public Works. Accordingly, staff recommends establishing the annual base salary for the Deputy Director classification from \$147,444 to \$179,208 (Pay Grade 714). The Deputy Director will be classified as a Top Executive employee and the successful candidate will enter into an employment contract consistent with other Top Executive employees, which will outline his/her salary and benefits. In the absence of the Director of Public Works, the Deputy Director may also act in his/her absence.

Once City Council has approved the creation of the Deputy Director position, the City will begin the recruitment process to fill this position. If the new Deputy Director can be hired timely, the successful applicant will work with the current Field Operations Manager to learn the position prior to his retirement. Additionally, once the current Field Operations Manager has retired, authorization is sought to eliminate the position of Field Operations Manager at the discretion of the City Manager.

ATTACHMENT: Proposed Resolution (including job classification specification and salary table)

RESOLUTION NO. _____

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO CREATE THE POSITION OF DEPUTY DIRECTOR OF PUBLIC WORKS – FIELD OPERATIONS AND TO AUTHORIZE THE CITY MANAGER TO ELIMINATE THE POSITION OF FIELD OPERATIONS MANAGER WHEN IT IS VACATED

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

WHEREAS, the City desires to create the position of Deputy Director of Public Works – Field Operations;

WHEREAS, the City desires to approve the job classification specifications for the position of Deputy Director of Public Works – Field Operations;

WHEREAS, the City desires to approve the adjustment of the salary pay table to add the respective salary range and the salary pay table for the Deputy Director of Public Works – Field Operations; and

WHEREAS, the City desires to provide the City Manager with the authority to eliminate the position of Field Operations Manager when it becomes vacant.

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

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

SECTION 2. The City Council does hereby approve the creation of the Deputy Director of Public Works – Field Operations in the Public Works Department.

SECTION 3. The City Council hereby approves and adopts the proposed amendments to the City's Salary Resolution and Position Classification Plan to approve the job classification specifications for the position of Deputy Director of Public Works – Field Operations.

SECTION 4. The City Council does hereby authorize the City Manager to eliminate the Field Operations Manager position in the Public Works Department when becomes vacant.

SECTION 5. The City Council hereby approves and adopts the proposed job specifications for the Deputy Director of Public Works – Field Operations classification, attached hereto as Exhibit “A.”

SECTION 6. The City Council does hereby approve and adopt the proposed Pay Table attached hereto as Exhibit “B.”

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 22nd day of August 2023.


CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

DEPUTY DIRECTOR OF PUBLIC WORKS – FIELD OPERATIONS

DESCRIPTION

Under general direction, plans, directs, and organizes the varied and complex functions of the Field Operations Division of the Public Works Department, including street and bridge maintenance, traffic signal and street light systems, sewer maintenance, municipal water system, vehicle and equipment maintenance, general building maintenance, stormwater programs, solid waste and recycling programs, and right-of-way tree maintenance and graffiti removal; coordinates assigned activities with other division, departments, and outside agencies; provides highly responsible and complex administrative support to the Director of Public Works; acts for and represents the Director of Public Works in specified areas; performs related duties as required.

CLASS CHARACTERISTICS

This is a deputy department director classification that oversees and directs the activities of the Public Works Field Operations Division, including short- and long-range planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the Director of Public Works in a variety of administrative, coordinative, analytical, and liaison capacities. This class is distinguished from the Director of Public Works in that the latter has overall administrative and policy responsibility for all public works functions and programs.

SUPERVISION RECEIVED

Receives general direction from the Director of Public Works.

SUPERVISION EXERCISED

Exercises direct supervision over management, supervisory, professional, technical, and clerical staff through subordinate levels of supervision.

ESSENTIAL FUNCTIONS

Essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

Plans, manages, and oversees the operations, services, and activities of the Field Operations Division, including street and bridge maintenance, traffic signal and streetlight systems, sewer maintenance, municipal water system, vehicle and equipment maintenance, general building maintenance, stormwater programs, solid waste and recycling programs, and right-of-way tree maintenance and graffiti removal.

Participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends and administers policies and procedures.

Monitors, evaluates, and improves the efficiency and effectiveness of service delivery methods, programs, and procedures; recommends, within departmental policy, appropriate services, and staffing levels.

Plans, directs, coordinates, assigns, and reviews the work of assigned staff; selects, trains, motivates, supervises, and evaluates personnel; provides and coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

Deputy Director of Public Works – Field Operations

Oversees and participates in the development and administration of the Field Operations Division annual budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.

Manages revenues from a variety of funds and sources; ensures appropriate fee-for-services levels, fund balance levels, and reserves.

Administers a variety of contracts to ensure compliance with contract provisions; oversees the development of requests for proposals and the selection process; negotiates and recommends contracts and service providers.

Effectively directs emergency operations support activities.

Serves as a liaison for assigned activities with other divisions, departments, and outside agencies.

Responds to, negotiates, and resolves difficult, sensitive, and controversial issues, inquiries, and complaints.

Serves as a representative of the Public Works Department to various boards, outside agencies, and public and community groups as directed; prepares and presents staff reports and other necessary public presentations.

Provides responsible staff assistance to the Public Works Director; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to public works field operations programs, policies, and procedures as appropriate; maintains awareness of new trends and developments in the field of public works and incorporates new developments as appropriate.

Performs other related duties as assigned.

QUALIFICATIONS**Training and Experience**

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. A typical way of obtaining the knowledge and abilities would be any combination equivalent to a bachelor's degree from an accredited college or university with major coursework in public or business administration, engineering, or a closely related field and five (5) years of increasingly responsible experience in public works maintenance or construction, including three (3) years in a supervisory capacity. Additional relevant supervisory experience may be substituted for the education requirement on a year-for-year basis. Possession of or ability to obtain a California Class C driver's license within 6-months of hire and a satisfactory driving record is required at the time of hire and maintained throughout employment.

Knowledge, Skills, and Abilities

Knowledge of: municipal public works planning and operations; principles, practices, and materials related to public infrastructure construction and maintenance; technical, legal, financial, and public relations considerations involved in public works maintenance; street maintenance; traffic signals, striping, and signage; operations and legal requirements related to water production, quality, storage, and distribution systems; project management principles, practices, and methods; computer software applications related to the work; principles and practices of personnel management and supervision; principles and practices of public budgeting and financing; applicable federal, state, and local regulations; work-related safety principles and regulations; principles and techniques for working with groups and fostering effective team interactions; principles and practices of contract and budget administration.

Deputy Director of Public Works – Field Operations

Ability to: plan, organize, and direct the work activities of assigned staff; provide administrative, management, and professional leadership for the division; supervise staff, including motivating, training, assigning, monitoring, disciplining, resolving grievances, and evaluating work performance; prepare clear and concise reports; prepare and administer department short-term and long-term goals and objectives; evaluate, develop, and implement departmental policy and programs to improve operations; analyze complex issues, evaluate alternative solutions, and develop and implement sound solutions; communicate effectively both orally and in writing; plan and organize work to meet deadlines; exercise sound judgment in evaluating situations and making decisions; establish and maintain cooperative working relationships.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to occasionally lift, carry, push, and/or pull light to moderate amounts of weight (up to 40 pounds); to occasionally stand and walk; to frequently operate office equipment requiring repetitive hand movement, finger dexterity, and fine coordination, including the use of a computer keyboard; and to frequently verbally communicate to exchange information.

The noise level in the work environment is usually quiet in the office and moderately loud when outdoors. When in the field, the employee may be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibrations, chemicals, mechanical and/or electrical hazards, and hazardous substances or fumes. The employee may interact with upset staff and/or members of the public, especially when interpreting and enforcing departmental policies and procedures. The employee may also be required to conduct City business during irregular hours (e.g., evenings and weekends).

CLASSIFICATION CREATED: 08/22/2023

AUG 15 2023

9:30 AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 22, 2023Originating Department: Human Resources

Human Resources Director:



John Hamilton

City Manager:



Chris Jeffers

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO APPROVE THE UPDATE TO THE JOB CLASSIFICATION SPECIFICATION FOR THE POSITION OF PUBLIC WORKS SENIOR MANAGEMENT ANALYST

PURPOSE: To update the job classification specification for the Public Works Senior Management Analyst in the Public Works Department to update the minimum qualifications before beginning the recruitment process.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job classification specification for the position of Public Works Senior Management Analyst in the Public Works Department.

FISCAL IMPACT: Approving the job classification specification for the Public Works Senior Management Analyst will have no fiscal impact to the Fiscal Year 2023/24 Adopted Budget.

ANALYSIS: The Public Works Department performs complex and challenging duties in both its Field Operations Division as well as its Engineering Division; however, the duties, roles and responsibilities of the Public Works Senior Management Analyst working in the Field Operations Division is far different than a Public Works Senior Management Analyst working in the Engineering Division.

This proposed update to the Public Works Senior Management Analyst job classification specification will update the current minimum qualifications to ensure the City is able to attract a wide array of qualified candidates while ensuring that only those candidates capable of performing the duties of the Public Works Senior Management Analyst are considered for employment. In a recent recruitment for this position, the minimum qualifications required at least six (6) years experience in a public works department for a municipal or county public agency. While the recruitment attracted 29 attractive applicants only one met the minimum qualifications.

As a result, approval is sought to update the current minimum qualifications for experience by requiring at least four (4) years of experience in a public works department engineering division,

and/or field operations division for a local city, county, state, or utility agency or the equivalent. This slight change should encourage a slight increase of both applications as well as yielding more candidates that meet the minimum qualifications.

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

Human Resources staff worked with the Public Works Department to develop the job classification specification for the Public Works Senior Management Analyst. Staff also corresponded with the Professional Mid-Management Association (PMMA) Board Members to inform them of the new classification and they agree with the job classification specification.

ATTACHMENT: Proposed Resolution (including job specification)

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION
AND POSITION CLASSIFICATION PLAN) TO APPROVE THE UPDATE TO
THE JOB CLASSIFICATION SPECIFICATION FOR THE POSITION OF
PUBLIC WORKS SENIOR MANAGEMENT ANALYST**

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

WHEREAS, the City desires to approve the update to the job classification specification for the position of Senior Public Works Management Analyst in the Public Works Department.

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

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

SECTION 2. The City Council hereby approves and adopts the proposed job specification for the Senior Public Works Management Analyst classification, attached hereto as Exhibit "A."

[Remainder of page left blank intentionally.]

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

PASSED, APPROVED and ADOPTED this **22nd** day of **August 2023**.

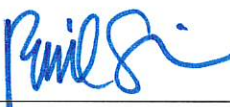
CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

PUBLIC WORKS SENIOR MANAGEMENT ANALYST

DESCRIPTION

Under direction of the Director of Public Works, provides highly responsible, professional and administrative support to the Engineering Division and/or the Field Operations Division on complex matters such as administration, budget, staffing, contract procurement, program development, regulatory policies, policy development, strategic planning, operational audits, standard operating procedures, and the Capital Improvement Program.

CLASS CHARACTERISTICS

The Public Works Senior Management Analyst position is the advanced journey-level, mid-management classification. This class is distinguished from the Management Analyst by the performance of independent and complex tasks and duties. Positions at this level are generally assigned responsibility for the management and administration of significant programs, projects, functions, and/or service areas and incumbents at this level are to independently perform the difficult and responsible financial, systems, statistical, programmatic, management, and/or other administrative analyses in providing highly responsible staff support to the Department of Public Works. Assignments are typically received in broad, outline form, and incumbents are expected to act independently in developing applicable resources and information.

SUPERVISION RECEIVED

Works under the supervision of the Director of Public Works in the Field Operations Division or Engineering Division.

SUPERVISION EXERCISED

May supervise clerical staff, Management Assistants, Management Analysts, or other staff as assigned.

ESSENTIAL FUNCTIONS

Essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

Under direction of the Public Works Department, provides support on complex matters such as administration, budget, staffing, contract procurement, regulatory policies, policy development, strategic planning, operational audits, standard operating procedures, public outreach material and grants. Prepares detailed and comprehensive written reports and studies, staff reports, presentations, resolutions, ordinances, contracts, memorandums and correspondence as required.

Supports management to organize and plan for the staffing needs such as developing job specification, coordinating recruitments, overseeing certification and performance evaluation status, coordinating claims, and compliance with Human Resources Programs.

Provides oversight and support on contract procurement, such as, preparing Requests for Proposals and administering and participating in consultant selection process; contract development and financial analysis;

PUBLIC WORKS SENIOR MANAGEMENT ANALYST

establishing protocols for contract expenditures; and administering professional or maintenance services contracts as assigned.

Conducts audits to assess performance of the Public Works Department in meeting goals for level of service, financial and budgetary, staffing, programs compliance and reporting. Evaluates and streamlines processes. Reviews and provides recommendations to improve departmental operating efficiencies.

Public Works Senior Management Analyst (Field Operations Division)

For the Public Works Senior Management Analyst assigned to the Field Operations Division, participates in budgetary functions such as for development and monitoring of operating budget and capital budgets to ensure expenditures are appropriately accounted for and activity does not exceed authorized spending, conducting financial analysis and monthly reporting, preparing budgetary policies, preparing grant applications and managing grants. Makes recommendations regarding alternative funding sources.

Manages the solid waste and recycling services franchise agreement and ensures compliance with Federal and State laws.

Provides support to meet requirements from regulatory agencies for the management and operations of City infrastructure and fleet.

Participates in support activities for continuous improvement in all areas of the Field Operations Division. Provides support in the development of written policies, processes and procedures.

Participates in the development of the Capital Improvement Program and 5-Year Capital Improvement Program as assigned. Coordinates with Engineering Division to develop projects budgets and schedules.

Public Works Senior Management Analyst (Engineering Division)

For the Public Works Senior Management Analyst assigned to the Engineering Division, participates in budgetary functions such as preparing the Public Works Department budget, the Capital Improvement Program and the 5-year Capital Improvement Program. Conducts financial analysis and monthly reporting. Prepares budgetary policies. Prepares grant applications and manages grants. Programs funding with grant and funding agencies. Leads the process to secure grant and CIP funding reimbursements.

Coordinates CIP funding with the Administrative Services Department. Reviews CIP funding files in both the Public Works Department and Administrative Services Department to ensure consistency and address issues. Provides support to both departments to take the lead in seeking grant and CIP funding reimbursement.

Prepares strategies and implements special projects to automate Engineering Division operates to improve efficiency and customer services such as procuring software to automate the Public Works Counter Services and CIP project management.

Leads the Public Works Department public outreach program and oversees implementation. Coordinates with City Administration's public outreach specialists to communicate department activity.

QUALIFICATIONS

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. A typical way of obtaining the knowledge and abilities would be:

PUBLIC WORKS SENIOR MANAGEMENT ANALYST

Education and Experience

Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, finance, engineering or a related field, and four (4) years of progressively responsible, related professional experience working in a Public Works Department, Engineering Division and/or Field Operations for a local City, County, and/or State agency, and/or utility company, or equivalent, plus a minimum of four (4) years of experience in a Management Analyst or equivalent position. A Master's degree in related field is desirable and two years of supervisory experience is desirable. Bilingual in English and Spanish is desirable.

License Requirement

Possession of a valid California Class C Driver's License and a satisfactory driving record is required at time of appointment and throughout employment in this position.

Knowledge, Skills and Abilities

Knowledge of: the principles, practices and trends of public or business administration; research, statistical analysis, and report preparation; financial and statistical analysis and research techniques; organization and functions of the Public Works Department and municipal government overall; principles of accounting and auditing; evaluation techniques and organizational principles; applicable federal, state and local laws, codes, and regulations; methods and procedures of budget preparation; knowledge of maintenance management systems and services request systems; knowledge of public funds and grant programs; modern office practices, procedures and equipment, including word processing and computer applications (Word, Microsoft Outlook, Excel, PowerPoint, etc.).

Skill and Ability to: perform specialized administrative tasks; conduct research, perform analysis, and prepare and present reports of findings; work independently; interpret and apply related laws, ordinance, and policies; follow oral and written directions; evaluate the work of others; use computer and related software; communicate effectively both orally and in writing; and establish and maintain effective working relationships with others. Effective and

Efficient oral and written communication. Research, interpret, apply, and explain rules, regulations, policies and procedures related to assigned work function. Strong analytical, financial and collaborative skills. Ability to clearly communicate complex information.

ADDITIONAL INFORMATION:

CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM

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

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work is performed mostly in office settings. While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to stand, walk, stoop, crouch and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, ability to adjust focus and perform office machine operations. Incumbents are not substantially exposed to adverse environmental conditions.

PUBLIC WORKS SENIOR MANAGEMENT ANALYST
Created, 2/14/2023

Revised, 6/27/2023
Revised, 8/22/2023

AUG 15 2023

9:30 AM

City of South Gate
CITY COUNCIL


AGENDA BILL

For the Regular Meeting of: August 22, 2023Originating Department: Human Resources

Human Resources Director:


Jon Hamilton

City Manager:


Christopher Jeffers

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO APPROVE THE UPDATED SENIOR ADMINISTRATIVE ANALYST (POLICE) CLASSIFICATION SPECIFICATION

PURPOSE: To approve the updated Senior Administrative Analyst (Police) classification specification.

RECOMMENDED ACTION: The City Council will consider adopting a Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) by approving the update to the Senior Administrative Analyst (Police) classification specification.

FISCAL IMPACT: The update of the Senior Administrative Analyst (Police) classification specification will have no impact on the approved Fiscal Year 2023/2024 General Operating Budget.

ANALYSIS: None.

BACKGROUND: The Police Department's administrative staff is required to perform complex and challenging duties in support of its sworn personnel and the responsibilities of this staff is ever-evolving. As a result, it is important to re-evaluate these positions from time to time to ensure the classification specification's job duties match the actual work required to be performed by the position.

The Senior Administrative Analyst (Police) position has dramatically evolved over the years to an advanced-level, professional position providing key support for the executive management team of the City's Police Department by assisting in the preparation of the department's budget, analyze programs and make recommendations to the Chief of Police regarding changes and enhancements, assist in short- and long-term planning, monitor departmental performance to ensure compliance with established standards, analyze data and statistical information, organize and assist in document retention policies, and many other important administrative functions.

The City's current Senior Administrative Analyst (Police) recently announced her impending retirement after a 31-year career, which provides the City the opportunity to re-evaluate the job classification specification and to update it. In addition to updating the specification to ensure the enumerated duties align with the actual duties performed, the minimum qualifications must also be evaluated and adjusted to ensure that the right candidate is selected to fill this position when it becomes vacant. The change in minimum qualifications ensures that the applicant have a degree in a police-related field and work experience in police administration and/or human resources.

Human Resources staff worked with the Police Department to update the job classification specifications for the Senior Administrative Analyst (Police) position. Staff also worked with the PMMA Board Members to review the new job specifications, of which it is in agreement.

ATTACHMENT: Proposed Resolution (including job specification)

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION
AND POSITION CLASSIFICATION PLAN) TO APPROVE THE UPDATED
SENIOR ADMINISTRATIVE ANALYST (POLICE) CLASSIFICATION
SPECIFICATION**

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

WHEREAS, the City desires to update the existing Senior Administrative Analyst (Police) position; and

WHEREAS, the City desires to approve the job classification specification for the position of Senior Administrative Analyst (Police).

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

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

SECTION 2. The City Council does hereby approve the update of the existing Senior Administrative Analyst (Police) in the Police Department.

SECTION 3. The City Council hereby approves and adopts the proposed amendments to Resolution No. 6454 (Salary Resolution and Position Classification Plan) to approve the job classification specification for the position of Senior Administrative Analyst (Police).

SECTION 4. The City Council hereby approves and adopts the proposed job specification for the Senior Administrative Analyst (Police) Classification, attached hereto as Exhibit "A."

[Remainder of page left blank intentionally.]

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

PASSED, APPROVED and ADOPTED this **22nd** day of **August 2023**.

CITY OF SOUTH GATE:

By: _____
Maria del Pilar Avalos, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

SENIOR ADMINISTRATIVE ANALYST (POLICE)

DESCRIPTION

Under direction of the Chief of Police, the Senior Administrative Analyst for the Police Department performs a variety of highly responsible and complex administrative tasks to support the Department in the areas of budget, fiscal controls, capital improvements, job applicant screening and processing, hiring and recruiting events, and other community-based programs, and represents the Chief of Police at designated public functions and meetings.

CLASS CHARACTERISTICS

The Senior Administrative Analyst position is an advanced journey-level, mid-management classification performing independent and complex tasks and duties. Positions at this level are generally assigned responsibility for the management and administration of significant programs, projects, functions, and provides highly responsible complex administrative and management support to the Police Department Administration Division. The incumbent needs to excel in communication skills, use independent judgement and decision-making skills.

SUPERVISION RECEIVED

Works under the supervision of the Administration Division Sergeant, Lieutenant and/or Captain.

SUPERVISION EXERCISED

May exercise technical and functional supervision over Police Department Administration Division clerical staff and other staff as assigned.

ESSENTIAL FUNCTIONS

Essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

Assist in preparing, analyzing and coordinating the department budget through every phase of the budget process; analyze legal updates, policies and procedures and recommend appropriate changes to them; draft and prepare City Council Agenda Reports; screen job applicants and assist in their recruitment and processing for potential employment; track and analyze pertinent legislation and prepare correspondence as appropriate; prepare and present oral and written reports and correspondence; attend City Council meetings at the request of the Chief of Police; assist and make recommendations to the Chief of Police as to program changes and enhancements; assist Chief of Police in short and long range planning; monitor department performance in meeting established standards and recommend action to achieve compliance; carry out any special projects as required or directed by the Chief of Police; compile data and statistical information, based on research techniques and on statistical compilations involving understanding of operating programs, Department policies and procedures; develop technical reports as delegated; represent the Police Department at professional, civic and government organizations and meetings as requested by the Chief of Police; arrange, participate in and implement conferences and committee meetings; organize and assist in the annual department purging/document destruction, collaborate with

management with regard to employee relations and development; perform related work as assigned.

QUALIFICATIONS

FORMAL TRAINING AND EXPERIENCE:

Any combination equivalent to: (a) the possession of a bachelor degree from an accredited, four-year college or university and a minimum (5) years of work experience in police administration and/or in the field of human resources; or (b) the possession of an associate degree from an accredited college or university and a minimum of seven (7) years of work experience in police administration and/or in the field of human resources. A qualifying degree must be in the following or related areas: public administration, business administration, human resources, industrial/organizational psychology, or criminal justice. A high school diploma or G.E.D. is required. Employment in a police-related human resources field or in police administration is highly desirable.

KNOWLEDGE AND ABILITIES

Extensive knowledge of the legal issues affecting police operations, including the Public Safety Officers Procedural Bill of Rights Act, management of police personnel records, ability to perform legal research, and to review and analyze legal opinions and documents. Familiarity with the legal process, including the prosecution and defense of criminal cases; working knowledge of the governmental structure/organization of the City of South Gate, including governmental functions and interrelations of the Police Department and community groups; working knowledge of the personnel/management rules and procedures of the City of South Gate, including affirmative action and equal opportunity; knowledge of basic principles and practices of good management and administration, including personnel, purchasing and budgetary operations; research and statistical methods; and governmental organizations and functions; ability to reason analytically, prepare clear and concise reports, establish and maintain effective relationships with individuals and organizations, operate a computer terminal to enter data, maintain records and generate reports; meet schedules and time lines, work independently with little direction, maintain complex records and prepare detailed and statistical reports; ability to communicate effectively both orally and to interact tactfully, effectively and sensitively with City Officials, officials of other organizations, community leaders, the media and especially the public; ability to maintain strict confidence and report directly to the Chief of Police.

SPECIAL REQUIREMENTS OF POSITION

Background clearance, finger printing and medical clearance required. Fluency in English is required, and Spanish is highly desirable.

AUG 15 2023

5:00pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **August 22, 2023**Originating Department: **Police**Department Director: *Darren Arakawa* City Manager

Darren Arakawa

CJ

Chris Jeffers

SUBJECT: ADDENDUM NO. 10 TO CONTRACT NO. 3130 WITH ENTERPRISE FLEET MANAGEMENT, INC. , A SERVICE PROVIDER FOR ENTERPRISE FM TRUST FOR THE LEASE OF A 2023 NISSAN FRONTIER FOR THE POLICE DEPARTMENT

PURPOSE: To amend Contract No. 3130 with Enterprise FM Trust for the lease of a 2023 Nissan Frontier for the Police Department Traffic Division.

RECOMMENDED ACTIONS: The City Council will consider:

- Approving Addendum No. 10 to Contract No. 3130 (Master Equity Lease Agreement) with Enterprise FM Trust for a Service Agreement with their service provider, Enterprise Fleet Management, Inc., to lease a 2023 Nissan Frontier for the Police Department for a term of 48 months in the total amount of \$41,753;
- Appropriating \$3,945 from the unassigned balance of the Asset Forfeiture Fund to Account No. 235-570-21-6310 for the first annual lease payment; and
- Authorizing the Mayor to execute Addendum No. 10 in a form acceptable to the City Attorney.

FISCAL IMPACT: The Lease Agreement is in the amount of \$10,532 for the first year and \$10,407 per year for the remaining three (3) years and will be funded from the Asset Forfeiture Fund (Account No. 235-570-21-6310) for a 4-year total amount of \$41,753.

There is no impact to the General Fund. Funds for this purchase, in the amount of \$6,587, were included in the Fiscal Year (FY) 2023/24 Budget. Therefore, if the City Council approves this purchase, additional funds in the amount of \$3,945 will need to be appropriated in FY 2023/24 from the unassigned Asset Forfeiture Fund balance for the total annual lease payment. The annual lease payments for the following three (3) years will be \$10,407 per year and will also be funded from the Asset Forfeiture Fund.

ANALYSIS: This Lease Agreement is being explored to allow the Police Department to procure vehicles for use in the field without compromising the value due to mileage and maintenance issues. The vehicle to be replaced is unit #117, a 2003 Ford Ranger with over 107,000 miles.

On April 26, 2022, the City Council approved a 48-month lease agreement with Enterprise FM Trust for a replacement vehicle for the Traffic Division in the form of a 2021 Ford Ranger with a total cost of \$28,238. Due to acquisition issues, including production issues from the manufacturer, the Ford Ranger could not be acquired. The Police Department has since located a comparable vehicle; however, the cost of leasing the 2023 Nissan Frontier will exceed the cost of the original budgeted item by \$3,945.

BACKGROUND: The vehicle to be leased was selected through the Interlocal Purchasing System (TIPS), which is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. This system allows us to lease/purchase vehicles at the lowest price available. TIPS awarded contract #190402 to Enterprise FM Trust, which will expire on July 31, 2024. A Master Equity Lease Agreement with Enterprise FM Trust (Contract No. 3130) was approved by the City Council on July 14, 2015.

The South Gate Municipal Code Section 1.54.510 D. permits piggybacking a cooperative contract. TIPS has bid for this commodity, and any subsequent service, in a fair and competitive manner complying with bid requirements as stated in the Public Contract Code and the City's Municipal Code; therefore, no further bidding or quotes need to be obtained. Therefore, staff is requesting the approval of a Service Agreement with Enterprise Fleet Management, Inc., a service provider of Enterprise FM Trust, for the lease of the 2023 Nissan Frontier.

ATTACHMENTS: A. Proposed Addendum No. 10
B. Open-End (Equity) Lease Rate Quote 7329153
C. Master Equity Lease Agreement (Contract No. 3130)
D. TIPS Vendor Contract Award

**ADDENDUM NO. 10 TO CONTRACT NO. 3130, SERVICE AGREEMENT FOR THE
LEASE OF A 2023 NISSAN FRONTIER BETWEEN THE CITY OF SOUTH GATE AND
ENTERPRISE FLEET MANAGEMENT, INC.**

This Addendum No.10 to Contract No. 3130, a Service Agreement for the lease of a 2023 Nissan Frontier ("Addendum No. 10"), is made and entered into on August 22, 2023, by and between the City of South Gate, a municipal corporation ("City" or "Lessee"), and Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"). City and EFM are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the City of South Gate. All defined terms used in this Contract have the same meanings ascribed to them in the Agreement, unless otherwise defined herein.

RECITALS:

WHEREAS, on July 14, 2015, the City Council approved Contract No. 3130 with EFM ("Agreement") for the lease of two vehicles for a five-year term in the amount of Eighty-Five Thousand Eight Hundred Forty Dollars (\$85,840);

WHEREAS, on September 13, 2016, the City Council approved Addendum No. 1 to the Agreement ("Addendum No. 1") for the lease of two additional vehicles for a three-year term in the amount of Fifty-Two Thousand Nine Hundred Eighty-Nine Dollars (\$52,989);

WHEREAS, on August 22, 2017, the City Council approved Addendum No. 2 to the Agreement ("Addendum No. 2") for the lease of two additional vehicles for a five-year term in the amount of Eighty-Eight Thousand Nine Hundred Twenty-Five Dollars (\$88,925);

WHEREAS, on March 13, 2018, the City Council approved Addendum No. 3 to the Agreement ("Addendum No. 3") for the lease of one additional vehicle for a five-year term in the amount of Fifty-Nine Thousand Seven Hundred Seventy-Six Dollars (\$59,776);

WHEREAS, on August 13, 2019, the City Council approved Addendum No. 4 to the Agreement ("Addendum No. 4") for the lease of a 2019 Jeep Grand Cherokee Laredo for a three-year term in the amount of Twenty-Eight Thousand Two Hundred Seventy-Four Dollars (\$28,274);

WHEREAS, on September 8, 2020, the City Council approved Addendum No. 5 to the Agreement ("Addendum No. 5") for the lease of a 2020 Chevrolet Traverse for a four-year term in the amount of Thirty-Six Thousand Two Hundred Eighty Dollars (\$36,280);

WHEREAS, on March 8, 2022, the City Council approved Addendum No. 6 to the Agreement ("Addendum No. 6") for the lease of a 2022 Mazda CX-9 and a 2022 Nissan Altima for a four-year term in the amount of Seventy-Eight Thousand Three Hundred Forty-Nine and Twenty-Eight Cents (\$78,349.28);

WHEREAS, on April 26, 2022, the City Council approved Addendum No. 7 to the Agreement ("Addendum No. 7") for the lease of a 2021 Ford Ranger for a four-year term in the amount of Twenty-Eight Thousand Two Hundred Thirty-Eight Dollars (\$28,238.00);

WHEREAS, on October 11, 2022, the City Council approved Addendum No. 8 to the Agreement ("Addendum No. 8") for the lease of a 2022 Dodge Durango for a four-year term in the amount of Fifty-Seven Thousand Fifteen Dollars (\$57,015);

WHEREAS, on November 10, 2022, the City Council approved Addendum No. 9 to the Agreement ("Addendum No. 9") for the lease of a 2022 Chevrolet Silverado for a five-year term in the amount of Fifty-Two Thousand Eight Hundred Sixty Dollars (\$52,860);

WHEREAS, the agreements to lease a 2021 Ford Ranger per Addendum No. 7 and a 2022 Chevrolet Silverado per Addendum No. 9, could not be consummated as a result of vehicle stock unavailability.

WHEREAS, the City desires to lease a 2023 Nissan Frontier for the Police Department for a term of 48 months, in the total amount not to exceed Forty-One Thousand Seven Hundred Fifty-Three Dollars (\$41,753) for said vehicle, pursuant to the Open-End (Equity) Lease Rate Quote No. 7329153, attached hereto as Exhibit "A"; and

WHEREAS, to document and administratively track the lease of the 2023 Nissan Frontier, the City has requested, and EFM has agreed, to execute this Addendum No. 10, with the understanding that the terms of said leasing shall remain subject to the Agreement without modification, including schedules and related documentation applicable to the 2023 Nissan Frontier.

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

- a. **TERM OF AGREEMENT.** The City hereby certifies and authorizes the Mayor of the City of South Gate to execute this Addendum No. 10 and to deliver the same to EFM, and further authorizes the City Manager to execute and deliver to EFM any other necessary documentation in connection with the execution of Schedules for the 2023 Nissan Frontier, together with any other necessary documents in connection therewith.
- b. **SCOPE OF WORK AND COMPENSATION.** The amount of compensation paid by City to EFM under Addendum No. 10 shall not exceed **Forty-One Thousand Seven Hundred Fifty-Three Dollars (\$41,753), or Ten Thousand Five Hundred Thirty-Two Dollars (\$10,532)** for the first year and **Ten Thousand Four Hundred Seven Dollars (\$10,407)** each year for the next three years thereafter.

2. EFFECT OF AMENDMENT.

City and EFM acknowledge that the 2023 Nissan Frontier referenced above shall be subject to the same terms as forth in Agreement, and any related Schedules and documentation required by EFM. Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall otherwise remain unchanged during the term of Agreement as

amended by Section 1. above. Furthermore, City reserves the right to amend Agreement as City deems necessary.

3. EFFECTIVE DATE.

The effective date of this Addendum No. 10 is August 22, 2023, with the understanding that the Agreement becomes effective when said 2023 Nissan Frontier is delivered to Lessee. Agreement as amended herein shall remain in effect through and including the term of four years of said lease, unless extended or terminated otherwise in accordance with the terms of Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 10 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:


By: _____
Maria del Pilar Avalos, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**ENTERPRISE FLEET
MANAGEMENT, INC.:**

By: _____
Gregory Hackett, Regional Manager

Dated: _____



**FLEET
MANAGEMENT**

Open-End (Equity) Lease Rate Quote

ATTACHMENT B

Quote No: 7329153

Prepared For: South Gate Police Dept
CC, DEA

Date 07/13/2023
AE/AM GH0

Unit # 274ZTS

Year 2023 Make Nissan Model Frontier

Series SV 4x2 King Cab 6 ft. box 126 in. WB

Vehicle Order Type In-Stock Term 48 State CA Customer# 513145

\$ 34,995.00 Capitalized Price of Vehicle¹
\$ 0.00 * Sales Tax 0.0000% State CA
\$ 487.34 * Initial License Fee
\$ 0.00 * Registration Fee
\$ 125.00 Other: (See Page 2)
\$ 0.00 Capitalized Price Reduction
\$ 0.00 Tax on Capitalized Price Reduction
\$ 0.00 Gain Applied From Prior Unit
\$ 0.00 * Tax on Gain On Prior
\$ 0.00 * Security Deposit
\$ 0.00 * Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 35,120.00 Total Capitalized Amount (Delivered Price)
\$ 586.50 Depreciation Reserve @ 1.6700%
\$ 200.13 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²
\$ 786.63 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 80.63 Sales Tax 10.2500%

State CA

\$ 867.26 Total Monthly Rental Including Additional Services

\$ 6,968.00 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Cust to Update
Exterior Color (0 P) Glacier White
Interior Color (0 I) Charcoal w/Premium Cloth Seat Trim
Lic. Plate Type Exempt
GVWR 0

Comp/Coll Deductible 0 / 0
OverMileage Charge \$ 0.00 Per Mile
Tires 0
Loaner Vehicle Not Included

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE South Gate Police Dept

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 125.00
Other Charges Total		\$ 125.00

VEHICLE INFORMATION:

2023 Nissan Frontier SV 4x2 King Cab 6 ft. box 126 In. WB - US

Series ID: 31713

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$30,882	\$32,070.00
Total Options	\$809.00	\$946.00
Destination Charge	\$1,335.00	\$1,335.00
Total Price	\$33,026.00	\$34,350.00

SELECTED COLOR:

Exterior: QAK-(0 P) Glacier White
Interior: G-(0 I) Charcoal w/Premium Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
B92	Splash Guards	\$210.00	\$245.00
C03	50 State Emissions	NC	NC
G_03	(0 I) Charcoal w/Premium Cloth Seat Trim	NC	NC
L92	Carpeted Floor Mats	\$167.00	\$195.00
PAINT	Monotone Paint Application	STD	STD
QAK_02	(0 P) Glacier White	NC	NC
STDAX	3.692 Axle Ratio	STD	STD
STDEN	Engine: 3.8L DI DOHC 24-Valve V6	STD	STD
STDGV	GVWR: 6,012 lbs	STD	STD
STDRD	Radio: SXM/AM/FM/AUX/USB Audio System w/6 Speakers	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Premium Cloth Seat Trim	STD	STD
STDN	Transmission: 9-Speed Automatic	STD	STD
STDTR	Tires: P265/65R17 All Season	STD	STD
STDWL	Wheels: 17" Alloy	STD	STD
T92	Tow Package	\$432.00	\$505.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
Rear Step Bumper: rear step bumper
Front Mud Flaps: front and rear mud flaps
Box Style: regular
Body Material: fully galvanized steel body material
: class IV trailering with harness, hitch
Grille: black w/body-colour surround grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Front Cupholder: front cupholder
Floor Console: full floor console with covered box
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance

Tachometer: tachometer
 Voltmeter: voltmeter
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Front Pedestrian Braking: front pedestrian detection
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Clock: In-radio display clock
 Systems Monitor: driver information centre
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key In Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Ventilated Disc Brakes: front and rear ventilated disc brakes
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st and 2nd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
 Ignition Disable: immobilizer
 Security System: security system Vehicle Security System (VSS)
 Panic Alarm: panic alarm
 Electronic Stability: electronic stability
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
 Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max, seating capacity of 4
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
 Reclining Driver Seat: power reclining driver and manual reclining passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest
 Rear Seat Type: rear 60-60 jump seat
 Rear Folding Position: rear seat fold-up cushion
 Leather Upholstery: premium cloth front and rear seat upholstery
 Door Trim Insert: leatherette door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 3.8-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

Contract No. 3130

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this fourteenth day of July, 2015 by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (promised on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence in any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Initials EFM _____ Cust 

Page 1

5. **COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incur any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. **LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. **REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. **MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. **SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. **RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. **INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the highest insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or omission of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessee as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payment Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced against death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) If Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) If Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) If Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) If Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) If Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) If any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) If Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; (b) If Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (c) Lessor may enforce performance by Lessee of its obligations under this Agreement; (d) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (e) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (f) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c)

shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(a) shall be made without giving effect to clause (ii) in each such sentence; and/or (i) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. **ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. **MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. **SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Service, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. **NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of South Gate

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Jorge Morales
Title: Mayor

By: Daniel Simonetti
Title: Regional Sales Manager

By: Paul J. Salinas
Title: City Attorney

Address: 17210 S Main Street 103
Gardena, CA 90248

By: Carmen Avalos
Title: City Clerk

Date Signed: 7/21/15

Address: 8650 California Avenue
South Gate, CA 90280

Date Signed: 07/14/2015

Initials EFM _____ CMT _____

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT (Liability Only)

This Addendum is made to the Master Equity Lease Agreement dated _____ the fourteenth day of July, 2015 as amended (the "Agreement"), by and between Enterprise Fd Trust, a Delaware limited liability trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Commercial Automobile Liability Insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Commercial Automobile Liability Insurance policy of any kind with respect to any Vehicle, provided, however, that if Lessee shall purchase and maintain such amount of Commercial Automobile Liability Insurance policy, other than the amount of Commercial Automobile Liability Insurance required, with Section 11 of the Agreement.

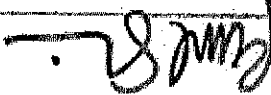
Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment is not satisfied with the condition prospects or performance, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LHS&C, Chartered Sound Case

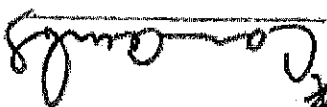
By: 
Title: Legal Counsel

Date Signed: 07/14/2015



By: Daniel F. Sennett
Title: City Attorney

Date Signed: 07/21/2015



By: Carmen Aylos
Title: City Clerk

Date Signed: 7/21/15

Date Signed: _____

By: Daniel Sennett
Title: Regional Sales Manager

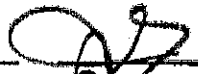



LL 551M

Enterprise Fd Trust

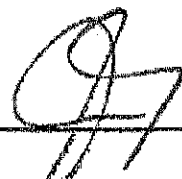
By: Enterprise Fd Management, Inc., its attorney in fact

OFFICER CERTIFICATE

The undersigned hereby certifies (i) that he is the duly appointed Mayor for the City of South Gate (the "Company"), (ii) that he is authorized by the Company to execute and deliver on behalf of the Company to Enterprise FM Trust, a Delaware statutory trust ("Lessor") the Master Equity Lease Agreement dated _____ 2015 between Enterprise and the Company (the "Lease"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of the Company to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles to be leased pursuant to the Lease, together with any other necessary documents in connection with those Schedules:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>Jorge Morales</u>	<u>Mayor</u>	
<u>Raul F. Salinas</u>	<u>City Attorney</u>	
<u>Carmen Avalos</u>	<u>City Clerk</u>	
<u>Michael Elad</u>	<u>City Manager</u>	

Date: 07/14/15



Mayor Jorge Morales

The Interlocal Purchasing System

Purchasing Made Personal



Printed 26 October 2022

www.efleets.com

**Enterprise Fleet Management**

EMAIL PO DIRECTLY TO VENDOR IN CORRELATION WITH YOUR SIGNED QUOTE
PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	1420 W. Mockingbird Lne. #640	NAME Charlie Martin
CITY	Dallas	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
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AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
190402	Fleet Leasing and Management	07/31/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

190402

Dain Glesie	Assistant Vice	(314) 274-5428	Dain.E.Glesie@efleets.com
Michelle Rojas	Business Analyst	(314) 274-4556	michelle.m.rojas@efleets.com

City of South Gate CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: August 22, 2023
Originating Department: Parks & Recreation

Department Director: Steve Costley ^(AE) City Manager: Chris Jeffers
Steve Costley Chris Jeffers

SUBJECT: MASTER AGREEMENT WITH THE CONSERVATION CORP OF LONG BEACH TO UNDERTAKE CERTAIN PUBLIC PROJECTS

PURPOSE: To approve an agreement that will permit the City to engage with the Conservation Corp of Long Beach to provide labor services in maintenance and small capital projects which may arise during its term.

RECOMMENDED ACTIONS: The City Council will consider:

- Approving a Master Agreement with the Conservation Corp of Long Beach to provide youth employment job training, and environmental education through projects offered by the City;
- Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- Authorizing the City Manager to approve proposals for projects and services under the agreement for up to \$300,000.

FISCAL IMPACT: None.

ANALYSIS: The Conservation Corps of Long Beach ("the Corps") is a California non-profit corporation that provides training in job skills and environmental education to young men and women of the southeast area region. The City has engaged the Corps over the years to assist in various maintenance and cleanup programs. These programs have included bulky item sweeps, planting, and small landscape projects. Currently, we have entered into individual agreements for each project and brought those forward usually to the City Council for approval. The purpose of the Master Agreement ("Agreement") is to assist in streamline the time process to engage the Corps for projects the City finds cannot do without considerable disruption to staffing workload or engaging a contractor would be more costly. The Corps has furnished services to the cities of Lakewood, Long Beach, the County of Los Angeles and other public agencies in the area. Other cities use a similar Master Agreement approach as a way to engage the Corps efficiently and effectively.

BACKGROUND: The City of South Gate has a substantial responsibility for the maintenance, repair and improvement of City parks, buildings, play areas, community centers, and public infrastructure. The Corps is authorized under California and federal law to perform this type of work with a mission of providing job skills to young men and women so that they can go on to be productive members of the work force. Using the Corps would be a helpful supplement to City staff and would provide the opportunities that the Corps is seeking for their members. Under Section 14507.5 of the Public Resources Code, as well

as Labor Code Section 1720.4, their workers are exempt from the prevailing wage requirements. They are required to be paid not less than minimum wage.

Each Corps crew comes with a supervisor and a consultant "teacher." They have more experienced and advanced crews that can engage in a variety of construction tasks. Because the crews are still learning, they may require more time to complete assigned tasks, therefore, the assignment of tasks will be selective. Staff has several ideas of projects in which to involve the Corps such as landscape renovation, painting graffiti and City facilities, and installation of drinking fountains and trash cans.

Once the Agreement is in place, staff would meet with Conservation Corps officials to discuss assignments and scope of work. The Corps members would furnish the labor, working alongside the City's skilled trades workers and turf and irrigation specialists to learn directly from them. There would always be a Corps supervisor on site or readily available to ensure that the Corps members have direct supervision and are observing all safety rules. The Corps has Workers Comp and liability insurance and is directly responsible for their members.

The agreement has been written to run for about 22 months as an initial trial, and can be extended if it proves to be beneficial for both the City and the Corps. There is a 10-day cancellation clause if canceling the Agreement is needed. The agreement allows for the City Manager to authorize budgeted projects and services up to \$300,000 per proposal, but any larger projects would be brought before the City Council for specific authorization.

ATTACHMENT: Proposed Agreement

**MASTER AGREEMENT FOR YOUTH EMPLOYMENT DEVELOPMENT
PROGRAM SERVICES BETWEEN THE CITY OF SOUTH GATE AND
THE CONSERVATION CORPS OF LONG BEACH**

THIS AGREEMENT is made and entered as of August 22, 2023 by and between the CITY OF SOUTH GATE, a municipal corporation ("the City"), and the CONSERVATION CORPS OF LONG BEACH, a California nonprofit corporation ("the Corps").

The City and the Corps agree as follows:

RECITALS

A. The Corps wishes to provide training in job skills and environmental education to young men and women of the area through a program which includes projects in public service conservation and construction work; and

B. The City can provide opportunities for public service through meaningful and productive work projects; and

C. The Corps shall generally be engaged in projects which preserve, maintain and enhance public facilities, and environmentally important lands and waters; and

D. The Corps shall accomplish useful and needed projects throughout the City; and

E. The Corps may execute contracts for furnishing the services of the Corps to federal, state, or local agencies and any local or statewide private organization concerned with the objectives of the Corps; and

F. The Corps may be reimbursed by the federal government, state or local public agency, or private organization for actual expenses incurred by the Corps for any project;

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

1. Project Scope. In accordance with Section 14300 of the California Public Resources Code, projects of the Corps ("Projects") shall be directed toward providing opportunities to the public for the use of natural resources and environmentally important public lands and waters, while at the same time providing young men and women with an opportunity for personal development in a variety of basic skills. Projects shall be selected by mutual agreement of the City and the Corps on the basis of the environmental and natural resource benefits offered, the opportunities for public use, and the value of on-the-job training for the Corps members.

The City recognizes that the resources of the Corps are limited, and the public service conservation and construction work of the Corps may be altered in priority from time to time.

2. Term. The term of this Agreement shall commence August 22, 2023, and shall terminate on June 30, 2026. The term of this Agreement may be renewed for additional three (3) year terms at the option of the City Manager or his designee.

3. Project Development. The City shall designate and approve Projects to be undertaken using a process of Request for Proposal (RFP), Corps Project Proposal (CPP) and Notice to Proceed (NTP). The NTP, once executed by the City Manager or designee, and the Executive Director of the Corps, shall be attached hereto and incorporated herein.

The City shall provide an RFP which states the project location, the scope of work, the project plans, specifications and details, the desired schedule, and the City's designated representative with contact information.

The Corps shall respond to the RFP with a CPP that details estimated labor, labor rates, equipment costs, material costs, subcontracts, and any other service requested or needed to accomplish the scope of work detailed in the RFP.

The City and the Corps agree upon the project details, costs, and schedule, the City will prepare an NTP which incorporates all project details, costs and schedule for signature by the City and the Corps.

4. Orientation. The City shall hold an orientation meeting with the Corps personnel at the commencement of the Project to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of the Project.

5. Plans and Specifications. The City shall provide complete plans for the Project. The plans shall include, where appropriate, the following:

- A. Design development;
- B. Detailed specifications for the Project;
- C. Civil, structural, electrical, mechanical and plumbing designs, drawings and calculations as required; and
- D. Construction schedule setting forth time estimates for the Project.

6. Project Commencement. The NTP shall specify which of the following permits, plans and specifications shall be the responsibility of the City and which shall be the responsibility of the Corps: approvals and permits required by any other state, federal, or local agency which may be necessary to commence construction or operation of the Project, adequate plans and specifications, sufficient funds, materials, supplies, equipment, adequate technical supervision, and any special labor requirements to complete the Project. (Deleted paragraph about the unions.)

7. Program Coordination. The City Manager, or designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his/her designee, has the authority to provide that approval or authorization. The City Manager or designee shall coordinate the Project with the Corps and shall render overall supervision of the progress and performance of this Agreement by the City. The City Manager is authorized by the City Council to approve proposals for projects or services in the amount of \$300,000 or less without further authorization from the City Council. Projects or services greater than \$300,000 must be authorized by the City Council.

The Corps' Executive Director shall have overall responsibility for performance of this Agreement and for coordinating with the City. If the Executive Director is replaced during the term of this Agreement, the Corps shall notify the City immediately of such occurrence. The

Executive Director and the Corps staff will fully cooperate with the City relating to the Project, areas of concern, and the impact of the Project on residents of the City.

8. Permission Granted. After NTP is issued by the City, the Corps, its contractors, officers, agents, and subcontractors shall have permission to enter upon that certain City-owned real property specified in the NTP for the purpose set forth in said NTP. The permission granted by this Section is limited to a reasonable area around the Project site and ingress and egress thereto and is limited to the dates contemplated for completion of the Project as specified on the NTP.

9. Payment of Costs. The Project shall be undertaken at the Corps' sole cost and expense on a reimbursement basis, except for a Project where City materials and supplies are to be used as specified in the NTP and except where the parties have agreed in writing to other payment arrangements prior to or simultaneous with approval of a Project.

The Corps understands and agrees that if the actual cost of a Project exceeds the estimated cost on the NTP, the City is not responsible for the difference and shall not reimburse the Corps for any additional costs incurred, unless those additional costs are due to additions or changes to the Project which are requested by the City.

In the event of unforeseen conditions, no additional payment shall be made to the Corps by the City unless the additional cost is approved in writing prior to undertaking said work. Upon encountering any unforeseen conditions, the Corps shall cease work and immediately notify the city.

10. Title to Improvements. Title to all improvements constructed in whole or part on lands owned or controlled by the City shall vest in the City upon completion or final inspection of the Project, whichever is sooner.

11. Emergencies. Temporary suspension or permanent cessation of a Project may be required due to emergency conditions. Under such circumstances, the City and the Corps shall mutually agree on the postponement of a Project and who should bear the costs incurred due to said postponement.

12. Time and Progress. The Corps shall begin work on each Project in conformity with the provisions set forth herein and shall work with diligence so as to complete the Project according to the time schedule in the NTP.

The Corps shall work so that the completed Project shall be comparable to that specified in the NTP. The Corps and the City shall notify each other and obtain approval from each other prior to any change in the time schedule.

13. Use of Premises. The Corps shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Project site and areas identified in and permitted by the NTP and shall not unreasonably encumber same with construction equipment or other materials or equipment.

During the work, the Corps shall keep the Project site and said areas free from accumulations of waste, rubbish, and debris. Upon completion of the Project, the Corps shall remove all waste, rubbish and debris from and about the Project site and said areas as well as all tools, equipment, machinery, and surplus materials, and shall leave the Project site and said areas clean and ready for occupancy by the City. The Corps shall restore to original condition all property not designated for alteration by this Agreement.

The Corps shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Corps subject any part of the Project or adjacent property to stresses or pressures that will endanger them.

14. Rights of Entry and Inspection. The City, its officials, agents and employees shall at all times have the right of entry and free access to the Project site and areas identified in a permitted by the NTP and right to inspect all work done, labor performed, and materials furnished in and about the Project and to inspect all books, contracts, and records of the Corps pertaining to the Project.

15. Progress Reports. The Corps shall keep the City Manager or designee informed on all phases of the Project. Until the Project has been completed, the Corps shall make progress reports when milestone dates are achieved or upon request by the City Manager or designee in such detail and at such times as may be reasonably requested.

16. Final Inspection. Final inspection and acceptance shall be made at the Project site. The City reserves the right to sample, inspect, and test materials throughout the duration of the work, and to reject, in its sole discretion, any materials which are found to be unsatisfactory. The Corps shall replace rejected materials at no cost to the City.

17. Project Supervision. Work on a Project shall be under the immediate supervision of the Corps officials. The City may provide such operation supervision, technical assistance, guidelines and inspection as it considers necessary to properly complete the Project. Corp members may be assigned to work in teams with the City Skilled Trades Workers and Turf & Irrigation Specialists and will take direction from those city workers and city Supervisors.

18. Signs. The Corps shall not construct, maintain, place or allow any signs, exhibits, displays, emblems, or logos on the Project site without the prior approval of the City Manager or designee.

19. Compliance with Laws. The Corps shall comply with all applicable local, state and federal laws, rules, and regulations pertaining to the Project, including but not limited to any environmental specifications on the NTP.

20. Bids Not Required. Because the Projects will be donated to the City for the benefit of the citizens of the City, and because the Projects are being coordinated and managed by the Corps, and because the Corps is providing a valuable public service to the citizens of the City, and because the services of the Corps provide a valid public purpose, and because this Agreement would significantly further the purpose of Public Resources Code, Section 14507.5 establishing community conservation corps, and because this Agreement and the services of the Corps provide

the dual benefit of work experience and education training to the Corps members, placing the Projects contemplated by this Agreement out to competitive bid would be an idle act.

21. Performance and Payment Bonds. On or before the date of commencement of a Project, if requested by the City in the RFP, the City may require that the Corps obtain a performance bond in the amount of One Hundred Percent (100%) of the estimated cost of the Project, and a payment bond (labor and material bond) in the amount of Fifty Percent (50%) of the estimated cost of the Project if the cost is less than Twenty-Five Thousand Dollars (\$25,000.00) or in the amount of One Hundred Percent (100%) of the estimated cost of the Project if the cost is Twenty-Five Thousand Dollars (\$25,000.00) or more. Said bonds shall name the City as joint obligee with the Corps. Nothing contained in this Section shall be deemed to release the Corps from the obligation to keep the Project site free and clear of labor and material liens. The performance bond shall remain in effect until completion of the Project. The payment bond shall remain in effect until the expiration of the time for filing liens or stop notices or until the Project site is free from the effect of such liens. If the City requires that the Corps obtain a performance bond or a payment bond (labor and material), or both, the Corps reserves the right to withdraw from the project after notice to the City. If the Corps exercise said right, neither the City nor the Corps shall have any further liability to the other with respect to that Project under the terms of the Agreement.

22. Insurance. Prior to the beginning of and throughout the duration of the Work, Corps and its subcontractors shall maintain insurance in conformance with the requirements set forth below.

Corps acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Corps or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to City.

Corps shall provide the following types and amounts of insurance:

Without limiting Corps' indemnification of City, and prior to commencement of Work, Corps shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to City.

- (a) Commercial general liability or self-insurance equivalent in coverage scope to an ISO form CG 00 01 not less than Two Million Dollars (\$2,000,000) per occurrence and not less than Four Million Dollars (\$4,000,000) general aggregate for bodily injury, personal injury, and property damage, and a \$4,000,000 completed operations aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, or sexual abuse and molestation liability. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (b) Workers' compensation coverage as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness.

- (c) Automobile liability insurance equivalent in coverage scope to ISO form CA 00 01 covering bodily injury and property damage for all activities of the Corps arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (d) Blanket honesty bond in an amount of Twenty-Five Thousand Dollars (\$25,000).

Other provisions or requirements:

Proof of insurance. CORPS shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CORPS 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 CORPS, his agents, representatives, employees or subcontractors. CORPS must maintain general liability and/or umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CORPS shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by

CITY will be promptly reimbursed by CORPS or CITY will withhold amounts sufficient to pay premium from CORPS payments. In the alternative, CITY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CORPS or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CORPS hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CORPS acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CORPS of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CORPS maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CORPS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. CORPS agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CORPS's insurance shall apply separately to each insured against whom

claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CORPS agrees to ensure that its sub-consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CORPS, provide the same minimum insurance coverage and endorsements required of CORPS. CORPS agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CORPS agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

City's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CORPS a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CORPS, the CITY and CORPS may renegotiate CORPS's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CORPS shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CORPS's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CORPS shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.²³ Indemnity. The Corps shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "the City") from and against any and all liability, claims, demands, damage, loss, cause of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of the Corps, its officers, employees, agents, or anyone under the Corps control (collectively "Indemnitor"); the Corps breach of this Agreement; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of the Corps, the Corps shall defend the City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise.

23. Indemnity. Corps shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, cause of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or

individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Corps, its officers, employees, agents, or anyone under Corps control (collectively "Indemnitor"); Corps breach of this Agreement; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Corps, Corps shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise.

No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. The Corps shall notify the City of any claim within ten (10) days. Likewise, the City shall notify the Corps of any claim, shall tender the defense of such claim to the Corps, and shall assist the Corps, as may be reasonably request, in such defense.

24. Nondiscrimination. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

25. Amendment and Waiver. This Agreement shall not be amended, or any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement.

26. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of law). The Corps shall comply with all laws, ordinances, rules and regulations of and obtain such permits, licenses, and certificates required by all federal, state and local government authorities.

27. Integration. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

28. Ambiguity. In the event of any conflict or ambiguity between this Agreement and any Request for Proposal, the Corps Project Proposal or Notice to Proceed, the provisions of this Agreement shall govern.

29. Books and Records.

A. The Corps shall maintain ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements for a minimum period of three (3) years, or for any longer period required by law, from the date of any final payment to the Corps on a Project.

B. The Corps shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or expiration of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Corp's address shown herein.

D. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of the Corps, the City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by the Corps, its representatives, or successors-in-interest.

30. Independent Contractor. In performing services hereunder, the Corps is and shall act as an independent contractor and not an employee, representative, or agent of the City. The Corps shall be free to contract for similar services to be performed for others during this Agreement. The Corps acknowledges and agrees that a) the City will not withhold taxes of any kind from the Corps' compensation, b) the City will not secure workers' compensation or pay unemployment insurance to, for or on the Corps' behalf, and c) the City will not provide, and the Corps is not entitled to, any of the usual and customary rights, benefits or privileges of City employees. The Corps expressly warrants that neither the Corp nor any of the Corps employees shall represent themselves to be employees or agents of the City.

31. Severability of Provisions. If any term or condition of this agreement is found to be invalid, ineffective, void, or unenforceable for any reason whatsoever, all other terms and conditions shall remain in full force and effect.

32. Waiver. The acceptance of work or the payment of any money by the City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

33. Unforeseen Delays. Neither the City nor the Corps shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, Act of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstances which is not within its control.

34. Approval. Whenever the approval of either party is required by this Agreement, that party shall not unreasonably withhold or delay such consent. Whenever in this Agreement the approval of a party is required, such approval shall be in writing and shall be executed by a person having the express authority to grant such approval.

35. Mechanic's Lien. The Corps shall keep the Project site free of any mechanic's or materialman's lien. If a mechanic's or materialman's lien is imposed on the Project site, the Corps shall: a) Record a valid release of lien; or b) Procure and record a lien release bond in accordance with Section 3143 of the California Civil Code issued by a surety authorization to do business in California and providing for payment of any sum recovered by claimant. Any costs in obtaining relief under this Section shall be the sole responsibility of the Corps and shall not be reimbursed by the City.

36. Controlling Law. Except where federal law preempts and except with respect to principles of conflicts of laws, this Agreement shall be governed by and construed pursuant to the laws of the State of the California.

37. Notice. Any notice required hereunder or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the following address of each party:

The City: City of South Gate
Steve Costley, Director of Parks & Recreation
4900 Southern Avenue
South Gate, California 90280

The Corps: Conservation Corps of Long Beach
340 Nieto Avenue
Long Beach, California 90814
Attention: Executive Director

Courtesy Copy: City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280

Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

38. Headings. The various headings and numbers herein and the sequence of provisions hereof are for convenience only, shall not be considered a part hereof, and shall have no bearing on the construction or interpretation hereof.

39. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

40. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be had in a state court in the County of Los Angeles or in a United States District Court for the Southern District of California.

41. Interpretation. If any questions arise as to the proper interpretation of the terms and specifications or any Project undertaken pursuant to this Agreement, the decision of the City Manager or designee shall be final.

42. Suspension and Termination.

A. The City reserves the right to suspend or terminate this Agreement and payment of costs in whole or in part for cause. Cause shall include but not be limited to: (1) Ineffective or improper use of funds; or (2) Failure to comply with any material provision of this Agreement, including exhibits.

If the City elects to exercise its right under this Subsection (A), the City shall notify the Corps of the City's intent to suspend or terminate the Agreement, specify the reason(s), and furnish a description of corrective action to be taken by the Corps if relying on Subsection (A)(2). The Corps shall have ten (10) calendar days in which to respond. If the Corps does not respond to the satisfaction of the City, the City may, in its sole discretion, continue, suspend, or terminate the Agreement. Notwithstanding the above, any suspension or termination of this Agreement shall not relieve the City of its obligation to defray appropriate costs incurred by the Corps prior to said suspension or termination.

B. In addition to the termination remedies described above, either party may terminate the Agreement by giving thirty (30) days prior notice to the other party, specifying the date on which termination shall take effect.

43. Continuing Rights. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to this Agreement prior to termination or expiration of this Agreement.

44. No Peculiar Risk. The Corps acknowledges and agrees that the services to be performed hereunder do not constitute a peculiar risk of bodily harm and that no special precautions are required to perform said services.

45. No Third-Party Beneficiary. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to 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 hereunto duly authorized.

CITY OF SOUTH GATE:


By: _____
Maria del Pilar Avalos, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**CONSERVATION CORP OF LONG
BEACH**

By: _____
Dan Knap, Executive Director

Dated: _____

AUG 15 2023

5:45 PM

City of South Gate

CITY COUNCIL


AGENDA BILL

For the Regular Meeting of: August 22, 2023Originating Department: Public Works

Department Director:


 Arturo Cervantes

City Manager:


 Chkis Jeffers

SUBJECT: AGREEMENT WITH Z&K CONSULTANTS, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CIRCLE PARK IMPROVEMENT, CITY PROJECT NO. 609-PRK

PURPOSE: To approve a professional services agreement with Z&K Consultants, Inc., ("Z&K") to provide construction management and inspection services for the Circle Park Improvement, City Project No. 609-PRK ("Agreement").

RECOMMENDED ACTIONS: The City Council will consider:

- Approving an Agreement with Z&K Consultants, Inc., to provide construction management and inspection services for the construction of the Circle Park Improvement, City Project No. 609-PRK, in an amount not to exceed \$557,681; and
- Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed Agreement is in the amount of \$557,681, and it will be funded as summarized below.

Project Budget	Measure A	*LACRPOSD	RMC Grant	Rendon Funds	Total
	\$1,000,000	\$2,517,835	\$2,000,000	\$1,600,000	\$7,117,835
Construction Management & Inspection	\$150,000	\$377,675	\$30,006		\$557,681
Contingencies				\$100,000	\$100,000
Total Costs	\$150,000	\$377,675	\$30,006	\$100,000	\$657,681

*LACRPOSD (Los Angeles County Regional Park and Open Space District)

ALIGNMENT WITH COUNCIL GOALS: The Circle Park Project meets the City Council's goal for "Continuing Infrastructure Improvements."

ANALYSIS: The Circle Park Improvement, City Project No. 609-PRK ("Project") is in the design phase, and it will be advertised for construction in September of 2023. Construction is scheduled for completion in 12 months, beginning November 2023. The Department of Public Works, Engineering Division, is in need of a construction management services consultant to oversee construction and inspection of the Project. A Request for Proposal was issued for construction management services, and Z&K was selected as the highest ranked consultant. The

proposed contract amount was negotiated from \$577,024 to \$557,681. This negotiated amount includes reducing fees by \$27,300 and adding \$7,957 for a Constructability Review of which service was not part of the original RFP but was added as a means to minimize the potential for change orders. The negotiated fee proposal of \$557,681 is reasonable and within the acceptable industry standards for construction management services.

BACKGROUND: The Project is budgeted in the Capital Improvement Program (CIP). The improvements proposed include a, playground, synthetic turf, sand and water play area, basketball court, Pickle Ball court, Futsal court, shade structures, a new irrigation system, decomposed granite, park bench and picnic tables, permeable pavers, concrete flat work, steel fence, swinging gate, safety lights and other miscellaneous park amenities. The design phase is complete, and the project will be advertised for construction soon. Construction management and inspection services are required to manage the construction of the project.

On May 4, 2023, a Request for Proposal (RFP) was released to over 20 qualified consulting firms. On June 8, 2023, the City Clerk's Office received 12 proposals from consulting firms. As such, the City has shortlisted the consulting firms to six, as listed below:

Consultant	Ranking	Fee Proposal	Negotiated
Z&K Consultants	1	\$577,024	\$557,681
Berg and Associates	2	\$937,370	
Transtech	3	\$818,660	
Edenco	4	\$839,512	
Fountain Head	5	\$635,316	
Infrastructure Engineers	6	\$539,769	

A panel comprised of four members (Deputy City Engineer, Director of Parks and Recreation, a Project Manager and a Senior Civil Engineer) interviewed all six consulting firms on July 20, 2023. This qualification-based selection process weighed several factors such as project manager and team qualifications, experience on similar projects and understanding of technical issues. Based on the ranking criteria, Z&K received the highest rank by the panel.

Z&K provides the following benefits to the Project:

- **Experienced Consulting Firm** – Z&K is a civil engineering firm established in 2009 with 28 employees. Z&K specializes in the provision of construction management, construction inspection, plan review, project management, and other civil engineering services. Z&K has successfully delivered over 36 park projects within the last five years for cities such as San Bernardino, La Quinta and Tustin (and the City of South Gate).
- **Qualified Staff** – The selected construction manager is a registered Civil Engineer and has more than 32 years of experience and has worked on over 20 municipal community park projects. The construction inspector has over 28 years of experience and has worked on more than 15 municipal community park projects.

- **Negotiated Competitive Fees** – Z&K submitted an original fee proposal of \$577,024, which was negotiated to \$557,681 which includes a total of 3,698 hours of service for a 12-month construction schedule.

The proposed Agreement offers the services needed for construction including project administration, construction management, inspection, labor compliance, materials testing and utility coordination.

Construction is planned to start in November 2023 and scheduled for completion in about 12 months.

ATTACHMENT: Proposed Agreement (including Exhibit A)

ES:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES BETWEEN THE CITY
OF SOUTH GATE AND Z&K CONSULTANTS, INC.**

This Agreement for Professional Services for Construction Management and Inspection Services ("Agreement") is made and entered into on August 22, 2023, by and between the City of South Gate, a municipal corporation ("City"), and Z&K Consultants, 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 construction management and inspection services for the Circle Park Improvement, City Project No. 609-PRK;

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 **Five Hundred Fifty-Seven Thousand Six Hundred Eighty-One Dollars (\$557,681)** 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 the City Manager or his/her designee.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
 - 2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30)

days of receipt of the invoice.

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

3. TERM OF AGREEMENT. This Agreement is effective as of August 23, 2023, and will remain in effect for a period of eighteen months 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
Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, CA 90280
Email: ecervantes@sogate.org
TEL: (323) 563-9567

WITH COURTESY COPY TO:

City Clerk's Office
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323) 563-9510

TO CONSULTANT:

Crystal Fraire, PE, President
Z & K Consultants, Inc.
473 E. Carnegie Drive, Suite 200
San Bernardino, California, 92400
Email: cfraire@zandkconsultants.com
TEL: (951) 310-7470

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

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

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

7. EFFECTIVE DATE. The effective date of this Agreement is August 23, 2023 and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:


By: _____
Maria del Pilar Avalos, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

Z & K CONSULTANTS, INC.:

By: _____
Crystal Fraire, PE, President

Dated: _____

EXHIBIT A

IV. FEE PROPOSAL

August 4, 2023

Arturo Cervantes, PE, Assistant City Manager/Director of Public Works
City of South Gate, 8650 California Avenue, South Gate, CA 90280

Subject: Fee Proposal for Construction Management and Inspection Services for the Construction of Circle Park, City Project No. 609-PRK

Dear Mr. Cervantes,

Z&K Consultants Inc. (Z&K) proudly presents our cost proposal for Construction Management and Inspection Services for the Construction of Circle Park, City Project No. 609-PRK. Our not-to-exceed total lump sum fee for Construction Management and Inspection Services is **\$557,681.00**.

Z&K Consultants based our cost proposal on the scope of work provided in the Request for Proposals. All prevailing wage requirements will be followed by the team. All team members are in conformance with the State of California Labor compliance requirements. Rates included in our Cost Proposal are fully billable rates. All overhead costs are included. All insurance will be in force at the time of contract execution.

Z&K has carefully selected this **"A-Team"** and committed our most qualified staff for the duration of the contract to deliver a successful project. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind. Our proposed team members are recognized as **experts** in the industry and will provide **"turn-key"** Construction Management and Inspection services for the City of Southgate Circle Park Project.

Below is a table with the hourly rate schedule:

Z&K Consultants, Inc Hourly Rates:

Resident Engineer	\$160.00
Senior Construction Inspector	\$143.00
Project Manager/Office Engineer	\$133.00
Senior Licensed Landscape Architect	\$148.00
Regional Supervising Inspector	\$148.00
Civil/Grading Senior Inspector	\$145.00
Regional Supervising Electrical Inspector	\$145.00
Labor Compliance Officer	\$130.00
Material Testing Services (Converse Consultants)	Attached

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City of South Gate and are committed to the successful completion the City's important project.**

Sincerely,



Crystal Fraire, PE, QSD/P | President, Z&K Consultants Inc.
473 E. Carnegie Drive | Suite 200 | San Bernardino, CA 92400
951.310.7470 | cfraire@zandkconsultants.com

Assumptions

Pre-Construction Services

- Resident Engineer: 16 hours
- Senior Construction Inspector: 40 hours
- Project Manager/ Office Engineer: 24 hours

Construction Phase

- Resident Engineer: 40% time (16 hours a week, 810 hours total)
- Senior Construction Inspector: 100% time (40 hours a week, 2,016 hours total)
- Project Manager/ Office Engineer: 25% time (10 hours a week, 504 hours total)
- Labor Compliance Officer: 5% time (100 hours total)
- Senior Licensed Landscape Architect: As-Needed (25 hours total)
- Regional Supervising Inspector: As-Needed (25 hours total)
- Civil/Grading Inspector: As-Needed (50 hours total)
- Regional Supervising Electrical Inspector: As-Needed (50 hours total)
- Converse Consultants: As needed throughout the project
- Drone Services/Drone Pilot: As needed throughout the project

Task 1 – Project Coordination

- Resident Engineer: 13.6 hours a week (690 hours total)
- Senior Construction Inspector: 1 hour a week (50 hours total)
- Project Manager/ Office Engineer: 9 hours a week (454 hours total)
- Senior Licensed Landscape Architect: 0.5 hours a week (25 hours total)
- Regional Supervising Inspector: 0.5 hours a week (25 hours total)
- Drone Services/Drone Pilot (As needed throughout the project)

Task 2 – Construction Inspection

- Senior Construction Inspector: 36 hours a week (1,816 hours total)
 - The inspector is full-time on the project, but the hours are distributed to Task 1. Project Coordination, Task 2. Construction Inspection, Task 3. Labor Compliance, Task 4. Material Testing, and Task 5. Utility and Outside Agency Coordination
- Regional Supervising Inspector: 0.5 hours a week (25 hours total, As-Needed)
- Civil/Grading Inspector: 1 hour a week (24 hours total, As-Needed)
- Regional Supervising Electrical Inspector: 1 hour a week (24 hours total, As-Needed)

Task 3 – Labor Compliance

- Senior Construction Inspector: 1 hour a week (50 hours total)
- Labor Compliance Officer: 2 hours a week (100 hours total)

Task 4 – Material Testing Services

- Senior Construction Inspector: 1 hour a week (50 hours total)
- Converse Consultants (As needed throughout the project)

Task 5 – Utility and Outside Agency Coordination

- Resident Engineer: 1 hour a week (50 hours total)
- Senior Construction Inspector: 1 hour a week (50 hours total)
- Project Manager/ Office Engineer: 1 hour a week (50 hours total)

Task 6 – Project Closeout

- Resident Engineer: 16 hours
- Senior Construction Inspector: 40 hours
- Senior Project Manager/ Office Engineer: 24 hours

NOT-TO-EXCEED FEE SCHEDULE

The fee proposal shall be based on a not-to-exceed fee for a construction period of 12 months, or 252 Working Days (excluding weekend and Holidays). The Senior Construction Inspector shall be provided for the entire 252 working day period. Any additional services needed beyond the contract scope of work shall require prior approval from the City.

CITY OF SOUTH GATE, PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CONSTRUCTION OF THE CIRCLE PARK CITY PROJECT NO. 609-PRK												
Task/ Classification	Resident Engineer (Hrs)	Senior Construction Inspector (Hrs)	Project Manager/ Office Engineer (Hrs)	Senior Licensed Landscape Architect (Hrs)	Senior Estimator (Hrs)	Regional Supervising Inspector (Hrs)	Civil/Grading Senior Inspector (Hrs)	Regional Supervising Electrical Inspector (Hrs)	Labor Compliance Officer (Hrs)	Material Testing Services - Converse Consultants	Drone Services / Drone Pilot	Total Cost
Hourly Rate	\$160.00	\$143.00	\$133.00	\$148.00	\$142.00	\$148.00	\$145.00	\$145.00	\$130.00	LS	LS	-
Pre- Construction Services	16	40	24	0	0	0	0	0	0	0	0	\$11,472.00
Task 1. Project Coordination	690	50	454	25	0	25	0	0	0	0	\$ -	\$185,332.00
Task 2. Construction Inspection	0	1,816	0	0	0	25	24	24	0	0	0	\$270,348.00
Task 3. Labor Compliance	0	50	0	0	0	0	0	0	100	0	0	\$20,150.00
Task 4. Material Testing	0	50	0	0	0	0	0	0	0	\$ 22,000.00	\$ -	\$29,150.00
Task 5. Utility and Outside Agency Coordination	50	50	50	0	0	0	0	0	0	0	0	\$21,800.00
Task 6. Project Closeout	16	40	24	0	0	0	0	0	0	0	0	\$11,472.00
Task 7: Constructability Review	10	23	6	0	16	0	0	0	0	0	0	\$7,957.00
TOTAL	\$125,090.00	\$303,063.00	\$74,196.00	\$3,700.00	\$2,272.00	\$7,400.00	\$3,480.00	\$3,480.00	\$13,000.00	\$22,000.00	\$0.00	\$557,681.00

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership roles and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements.



AUG 15 2023

5:45 pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **August 22, 2023**Originating Department: **Public Works**

Department Director: _____


Arturo Cervantes

City Manager: _____


Chris Jeffers

SUBJECT: ADMINISTRATIVE POLICY FOR THE PROCUREMENT OF PROFESSIONAL SERVICES RELATED TO DEVELOPMENT REVIEWS FUNDED SOLELY BY APPLICANT DEPOSIT FEES

PURPOSE: To establish an Administrative Policy clarifying agreements for professional services needed by the City in connection with reviewing developer applications are exempt from the City's normal procurement process when solely funded by the applicant.

RECOMMENDED ACTIONS: The City Council will consider approving an Administrative Policy that authorizes the City Manager to approve professional services agreements in excess of \$50,000, in a form approved by the City Attorney for services in connection with analyzing and reviewing development applications, where such services will be solely funded by the applicant.

FISCAL IMPACT: There is no direct fiscal impact to the City. Professional services such as traffic impacts, California Environmental Quality Act (CEQA), or other technical studies will be fully funded by the applicant of the proposed development for which the services are needed. Public funds will not be used for required services.

ANALYSIS: The proposed Administrative Policy is authorized by South Gate Municipal Code Section 1.54.350. It permits the City to exempt certain professional services from formal bidding processes that are identified under Government Code Section 4525 and 4529.5. These include architectural, landscape architectural, engineering, environmental, land surveying, or construction management. South Gate Municipal Code Section 1.54.350 allows the City to take advantage of that ability by adopting an Administrative Policy or Instruction setting forth the procedures.

Typically, when the City develops a Request For Proposal process to secure professional services, it can take between 8 to 12 weeks from issuance to obtaining City Council approval. One reoccurring complaint we receive from individuals wishing to obtain development approvals is the time taken to process our reviews. Many of the projects do require analysis or review by professional services like traffic impacts or environmental review. Developers pay

all costs for these reviews and public funds are not used for these projects.

As a part of the process for the approval of development projects, the Community Development Department and the Public Works Department require technical studies pertaining to traffic impacts, noise, lighting, air pollution, and other typical CEQA related studies. Development applicants are required to make deposits to the City to fund the studies so that they can be prepared under the purview of the City in its role as lead agency. Given the complexity of the studies, the City often enters into multiple professional services agreements (PSA) with professional services consultants to prepare the studies. This process is presenting a challenge because the procurement process and the preparation of multiple PSAs has become time consuming for staff, is inefficient given the high number of PSAs needed, and impacts development schedules. The attached Administrative Instruction/Policy is proposed to streamline said process.

The City Council has already adopted, through its Fee Resolution, the requirement that all work done in connection with reviewing development applications be fully funded by the applicant. For this reason, applicants are currently required to deposit funds with the City to fully pay for studies required for development projects. The use of taxpayer funds should not be used when conducting such studies and in most cities that is the case. After deposits are received from applicants, the City (not the applicant) engages a qualified professional services consultant to prepare the studies. The goal of the current practice and policy is simply to ensure the community is the client when reviewing and analyzing the potential impacts of proposed developments. Also, by the City undertaking the studies initially, the need for peer reviews is eliminated and thus the studies can move faster which is both a benefit for the applicant as well as the City.

As stated, the current challenge is that the City often procures and enters into multiple contracts with professional services consultants to prepare studies, which have become inefficient because of the high number of development projects. There is a need to streamline these efforts to reduce staff-time, costs, and to meet development schedules. These impacts stem from the City's purchasing policy, which has a purpose to ensure that taxpayer funds are judiciously used and managed. The policy requires that multiple proposals be obtained through quotes or a Request for Proposal in order to process a PSA and purchase order, as well as, City Council approval for PSAs in excess of \$50,000. Engaging a consultant to process complex studies such as traffic, geotechnical, air for example can easily exceed the threshold. The procurement process can add anywhere from 8 to 12 weeks onto a development review process, and processing agreements adds more time.

Approving this policy will improve efficiency, reduce legal costs and meet developer timelines. By approving the proposed Administrative Policy and recommended actions, the City Manager will be authorized to administratively approve as-needed PSAs related to development reviews that are fully funded by the applicant of the development application, even if those costs are cumulatively over \$50,000. Under an as-needed PSAs, multiple studies can be prepared for multiple developments, which is more efficient than preparing multiple agreements.

BACKGROUND: The Public Works and Community Development Departments manage private development projects for which professional services are needed during the entitlement, plan check, permitting and construction process. The City requires developers to fund professional environmental and engineering services needed for their development. For example, developers fund studies such as traffic, hydrology and geotechnical studies needed to prepare conditions of approval (COAs). Developers also fund inspection services required to oversee construction of their projects.

Currently, PSAs are prepared for each service needed that exceeds \$10,000, and in many development projects, more than one PSA is often prepared for the same development application being reviewed. For example, if a traffic, hydrology, and geotechnical study are required for a development application, then three PSAs are prepared. As such, annually, numerous PSAs are prepared and administratively approved by the City Manager and reviewed by the City Attorney. They are also publicly available through the City Clerk's Office. The PSAs can be issued to the same consulting firm depending on the proposals received and the timing of when the studies are to be performed.

This practice has been laborious and inefficient due to the high number of private development projects and the many studies required. A large amount of time and effort are required from staff to prepare and process the PSAs. Further, services are sometimes provided in advance of the PSAs being processed due to the need to provide timely services to meet developer schedule needs.

ATTACHMENT: Proposed Administrative Policy

AC:lc

CITY OF SOUTH GATE

Effective: August 22, 2023

Administrative Policy 120

ADMINISTRATIVE POLICY

PROCUREMENT POLICY FOR PROFESSIONAL SERVICES AGREEMENTS FUNDED SOLEY BY DEVELOPERS

I. PURPOSE

This administrative policy establishes uniform procedures for the procurement of professional services for development projects, where those services will be fully funded by developers. This administrative instruction has been prepared by the City Manager and approved by the City Council in accordance with Section 1.54.350 of the South Gate Municipal Code ("SGMC").

II. PURCHASING SYSTEM AND BIDDING RULES

Chapter 1.54 of the SGMC (Purchasing System and Bidding Rules) describes the manner in which the City of South Gate ("City") purchases supplies, equipment and certain services.

III. EXEMPTION FOR PROFESSIONAL AND OTHER SERVICES

Section 1.54.350 of the SGMC (Procedures for Professional and Other Services) states that the procedures set forth in Chapter 1.54 do not apply to purchase orders or contracts for professional or other services. Instead, Section 1.54.350 stipulates that the City Manager shall prepare an administrative instruction (Policy) setting forth the procedures to be followed by all City departments contracting for professional and other services and which procedures shall be approved by the City Council. This administrative policy sets forth those procedures with respect to any professional services agreement to be entered into by the City where the services are needed by the City in connection with an application for proposed development and where the fees owing to the service provider thereunder are to be funded fully and solely by the applicant/developer.

The Administrative Services Department shall establish and record such developer/applicant deposits and make periodic reports to the department overseeing the specific agreement(s). The Department shall be responsible for requesting any supplemental deposits that may be needed from time to time.

IV. FUNDING AND EXPENDITURES

The City maintains a Fee Resolution which authorizes funding to be collected for development services through fees and/or deposits. As-needed Professional Services Agreements ("PSAs" entered into that provide services to development projects shall be fully funded with deposits to

be made by applicants and to be collected in accordance with the Fee Resolution. Deposits shall be made in advance of services being provided. Expenditures shall be limited to the cost of services being provided and any charges allowed by the Fee Resolution for services needed by a development project. Any amount not utilized for qualifying expenditures shall be returned to the applicant. Expenditures shall be made in accordance with City policies.

Qualifying expenditures shall include any service required by the City in connection with a development project for which an applicant has provided a deposit to fully fund. Services include, but are not limited to traffic studies, environmental studies, geotechnical, hydrology, water and sewer studies, economic impact analysis, design standards review, any other studies, construction inspection services, etc. All such services authorized hereunder shall be provided by private architectural, landscape architectural, engineering, environmental, land surveying, economist, subject matter experts, construction project management firms, or by a professional services consultant with the needed expertise to provide the services required for development projects, pursuant to SGM Section 1.54.540. Public funds shall not be used for services required.

V. PROCUREMENT

PSAs to provide services required for development projects shall be procured through standard City process. However, as revised herewith, procurements may include sole sourcing for services totaling less than \$10,000, obtaining three quotes for services between \$10,000 and \$100,000 and a Request for Proposal for services over \$100,000. At the discretion of the City Manager or his/her designee, procurements for services over \$100,000 may be competitively procured by obtaining three quotes. However, PSAs to provide services to development projects may be sole-sourced to professional services consultants under contract with the City for as-needed professional services under which a competitive selection process was previously undertaken, and the City Council has approved, with a contract amount that shall be set at the City Manager's discretion. Since the costs of services to be provided are fully funded by the development applicant, such expenditures shall not be counted against the budget threshold approved by the City Council for any single as-needed professional services contractor.

Consultants that are recipients of PSAs for development services may be assigned work, required in connection with one or more development projects, on a competitive and noncompetitive basis, at the discretion of the City Manager or his/her designee, up to the contract amount approved, in a form approved by the City Attorney.

Contract amendments may be approved by the City Manager or his/her designee with a budgetary amount not to exceed that of the individual deposit made by the development applicant, in a form approved by the City Attorney.

VI. CONTRACT BUDGET

The contract amount shall be set at the discretion of the City Manager based on the actual or estimated service needs of development projects. Below are some examples of how contract amounts may be set; however, the amounts shown here are for illustrative purposes only, and the actual amount of each contract shall be determined by the City Manager.

- The budget may be set in the amount needed to fund a specific service for a development project. For example, if a development project requires construction inspection services and the cost of the services is \$75,000, then the budget of the agreement may be set for the same amount and shall be fully funded by the applicant.
- The budget may be set for a not to exceed amount for services estimated to be needed for the contract term to provide services to multiple development projects. For example, the budget may be set for \$200,000 to provide services to multiple development projects as they arise which would be funded by deposits from multiple applicants for the services needed.
- PSAs may provide authorization to fund services up to any amount needed to provide services to multiple development projects during the contract term. In this case, a contract amount would not be stipulated in the agreement. Instead, services will be provided on an as-needed basis based on the needs of development projects and fully funded by developer deposits as the need for services arises.
- The originating department and Administrative Services shall meet regularly to reconcile deposits against the relative purchase order progress payments to ensure deposits are properly funded by the development applicant.

VII. PURCHASE ORDERS

The Purchasing Supervisor shall open purchase orders as needed after being provided with PSAs for development services and a fee proposal.

PSAs for development services may be utilized to open multiple purchase orders as needed to provide services to multiple development projects up to the contract amount specified by the professional services agreement.

This Administrative Policy 120 - Procurement Policy for Professional Services Agreements to be Funded by Developers was adopted by City Council on August 22, 2023.

Approved by:

Wendy O'Kelly
Acting Director of Administrative Services

Chris Jeffers
City Manager

Dated: _____

Date: _____

WARRANT REGISTER FOR COUNCIL MEETING 8/22/2023

PART I

apChkLst
08/02/2023 10:49:15AM

AUG 15 2023
5:00pm

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
102263	8/2/2023	00002410 ADR SERVICES INC	23-3971-RSM-02	7/24/2023	PROFESSIONAL SERVICES- MEI	4,100.00	4,100.00
Voucher:							
102264	8/2/2023	0013069 NR DEVELOPMENT, INC	HCP-009	7/24/2023	HOLLYDALE COMMUNITY PARK	126,652.36	126,652.36
Voucher:							
102265	8/2/2023	00002335 PITNEY BOWES	JULY2023	8/1/2023	JULY 2023: RESERVE ACCT# 347	2,600.00	2,600.00
Voucher:							
102266	8/2/2023	00004865 SO CALIF EDISON	7/26/23	8/1/2023	BILLING PERIOD: JUNE/JULY 202	1,475.03	1,475.03
Voucher:							
Sub total for BANK OF THE WEST:							134,827.39
4 checks in this report.							Grand Total All Checks: 134,827.39

WARRANT REGISTER FOR COUNCIL MEETING 8/22/2023

PART II

apChkLst
08/02/2023 11:27:04AM

Final Check List
CITY OF SOUTH GATE

Page: 1

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
102267	8/3/2023	00002417	AMERICAN FIDELITY ASSURANCE Ben318779	8/3/2023	AMERICAN FIDELITY (ABT): PAYM	219.22	219.22
		Voucher:					
102268	8/3/2023	0011469	CALIFORNIA DENTAL NETWORK, Ben318775	8/3/2023	CALIFORNIA DENTAL NETWORK	2,947.08	2,947.08
		Voucher:					
102269	8/3/2023	0012107	CALIFORNIA STATE DISBURSEMENT Ben318789	8/3/2023	CA STATE DISB. UNIT: PAYMENT	1,216.13	1,216.13
		Voucher:					
102270	8/3/2023	00000438	COLONIAL INSURANCE CO. Ben318773	8/3/2023	COLONIAL INSURANCE CO: PAYM	2,466.04	2,466.04
		Voucher:					
102271	8/3/2023	00002138	FRANCHISE TAX BOARD Ben318785	8/3/2023	GARNISHMENT - FRANCHISE TA	585.78	585.78
		Voucher:					
102272	8/3/2023	00002421	POLICE MANAGEMENT ASSOCIATION Ben318783	8/3/2023	POLICE MANAGEMENT ASSOC. I	2,375.00	2,375.00
		Voucher:					
102273	8/3/2023	00000335	POLICE OFFICERS ASSOCIATION Ben318787	8/3/2023	POLICE ASSOCIATION DUES: PA	6,125.00	6,125.00
		Voucher:					
102274	8/3/2023	0011466	PRINCIPAL LIFE INSURANCE CO. Ben318767	8/3/2023	PRINCIPAL DENTAL PPO (MISC):	32,330.86	32,330.86
		Voucher:					
102275	8/3/2023	0011467	RELIANCE STANDARD Ben318769	8/3/2023	LONG TERM DISABILITY: PAYME	5,563.04	5,563.04
		Voucher:					
102276	8/3/2023	00003152	SOUTH GATE POLICE EXPLORE Ben318781	8/3/2023	SGPD EXPLORER YOUTH PROG	675.00	675.00
		Voucher:					
102277	8/3/2023	0011468	SUPERIOR VISION SERVICES, INC Ben318771	8/3/2023	SUPERIOR VISION MISC.: PAYME	4,046.31	4,046.31
		Voucher:					
102278	8/3/2023	00000334	UNITED WAY OF GREATER LOS ANGELES Ben318777	8/3/2023	UNITED WAY: PAYMENT	34.33	34.33
		Voucher:					

Sub total for BANK OF THE WEST: 58,583.79

12 checks in this report.

Grand Total All Checks: 58,583.79

WARRANT REGISTER FOR COUNCIL MEETING 8/22/2023

PART III

apChkLst
08/03/2023 3:31:58PM

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
102279	8/3/2023	00003701	LOS ANGELES UNIFIED SCHOOL 2024A-11880	8/3/2023	FOOTBALL FIELD PERMIT #11880	15,021.00	
	Voucher:		2024A-11858	8/3/2023	SOFTBALL FIELD PERMIT #11858	6,692.00	21,713.00
Sub total for BANK OF THE WEST:							21,713.00
1 check in this report.							
Grand Total All Checks:							21,713.00

WARRANT REGISTER FOR COUNCIL MEETING 8/22/2023

PART IV

apChkLst
08/09/2023 1:42:36PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

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102280	8/9/2023	00003529 AT&T	960 449-6558-08/2	8/1/2023	BILLING PRD- AUGUST 2023	221.57	221.57
		Voucher:					
102281	8/9/2023	0012980 CHARTER COMMUNICATIONS	116996701072123	7/21/2023	7/21/23-8/20/23: CITY FIBER CIRC	1,772.12	1,772.12
		Voucher:					
102282	8/9/2023	0012980 CHARTER COMMUNICATIONS	108308401080123	8/1/2023	AUGUST 2023 FIBER OPTICS FO	877.53	
		Voucher:	0044267072723	7/27/2023	JULY 2023: # 8448 20 899 004426	338.23	1,215.76
102283	8/9/2023	0010237 FRONTIER COMMUNICATIONS	562-197-1130-080	8/5/2023	8/05/23 TO 09/04/23, INTERNET S	550.00	550.00
		Voucher:					
102284	8/9/2023	00004338 SEQUEL CONTRACTORS INC	607-2	7/6/2023	CONSTRUCTION OF THE CITYW	405,098.62	
		Voucher:	607-1	6/8/2023	CONSTRUCTION OF THE CITYW	63,061.00	468,159.62
102285	8/9/2023	00004865 SO CALIF EDISON	8/03/2023	8/3/2023	BILLING PRD JULY 2023 & OBF IP	166,217.85	166,217.85
		Voucher:					
102286	8/9/2023	00001280 WILLDAN	00337818	7/14/2023	CIP MANAGEMENT SERVICES	30,160.00	
		Voucher:	00337522	4/17/2023	CIP MANAGEMENT SERVICES	29,900.00	
			00337617	5/24/2023	CIP MANAGEMENT SERVICES	24,960.00	
			00337404	3/14/2023	CIP MANAGEMENT SERVICES	22,620.00	
			00337403	3/14/2023	CIP MANAGEMENT SERVICES	6,630.00	
			00337304	2/17/2023	CIP MANAGEMENT SERVICES	6,500.00	
			00337523	4/17/2023	CIP MANAGEMENT SERVICES	4,502.50	
			00337618	5/24/2023	4/19/23-4/28/23 FRONTAGE & GA	1,040.00	126,312.50
Sub total for BANK OF THE WEST:							764,449.42
7 checks in this report.							
Grand Total All Checks:							764,449.42

WARRANT REGISTER FOR COUNCIL MEETING 8/22/2023

PART V

apChkLst
08/09/2023 4:08:06PM

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
102290	8/9/2023	0012980	CHARTER COMMUNICATIONS	108308401080123 8/1/2023	RI CK# 102282: AUGUST 2023 FIE	877.53	877.53
		Voucher:					
102291	8/9/2023	0012980	CHARTER COMMUNICATIONS	0044267072723-R 7/27/2023	RI CK# 102282: JULY 2023: # 844	338.23	338.23
		Voucher:					
Sub total for BANK OF THE WEST:							1,215.76
2 checks in this report.							
Grand Total All Checks:							1,215.76

WARRANT REGISTER FOR COUNCIL MEETING 8/22/2023

PART VI

apChkLst
08/10/2023 3:54:21PM

Final Check List
CITY OF SOUTH GATE

Page: 6

Bank : botw BANK OF THE WEST

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		Voucher:						
102293	8/22/2023	00001467	ADMINISTRATIVE SERV. CO-OP	230636	6/30/2023	PHONE-A-RIDE SERVICES	53,712.16	
		Voucher:		16581	5/31/2023	MAY 2023: FIESTA TAXI- FOOD IN	559.10	
				16775	6/30/2023	JUN 2023: FIESTA TAXI- FOOD IN	559.69	54,830.95
102294	8/22/2023	00003971	ADMINSURE INC.	16219	7/15/2023	AUG 2023 - WORK COMP CLAIM	9,789.00	
		Voucher:		16136	6/15/2023	JUL 2023: WORK COMP CLAIM AI	9,789.00	19,578.00
102295	8/22/2023	0011577	ALL PHASE ELECTRIC SUPPLY C	0946-1069621	7/19/2023	INVENTORY PO/ LAMPS	5,829.14	5,829.14
		Voucher:						
102296	8/22/2023	0006925	ARROWHEAD FORENSICS	160926	7/21/2023	SUPPLIES FOR PROPERTY ROO	565.67	565.67
		Voucher:						
102297	8/22/2023	00005075	AT&T	20235638	7/13/2023	CITY MANAGER BP -06/13/23-07/	1,001.63	
		Voucher:		20172422	7/1/2023	JUNE 2023: BAN: 9391068970	1,756.39	
				20235636	7/13/2023	JUN-JULY 2023: BAN 9391034764	705.74	
				20235639	7/13/2023	JUN-JUL 2023: BAN 9391034762	1,087.07	
				20235637	7/13/2023	MAY-JUN 2023: BAN 9391034763	1,116.45	
				20168644	7/1/2023	JUNE 2023: BAN 9391034759	50.35	
				20173757	7/1/2023	JUNE 2023: BAN 9391081298	1,600.38	
				20235641	7/13/2023	JUN-JULY 2023: BAN 9391034766	127.54	
				20235640	7/13/2023	JUN-JUL 2023: BAN 9391034760	18.96	
				20235643	7/13/2023	JUN-JUL 2023: BAN 9391034761	26.72	7,491.23
102298	8/22/2023	0010585	AUTOZONE STORES, INC.	5488162514	6/30/2023	AUTO PARTS	100.39	100.39
		Voucher:						
102299	8/22/2023	0007921	BADGER METER, INC.	1564067	3/10/2023	RESTOCKING OF REPLACEMEN	19,582.16	19,582.16
		Voucher:						
102300	8/22/2023	0010615	BEARCOM	5574687	6/22/2023	ANNUAL MAINTENANCE OF RAD	338.07	
		Voucher:		5575274	6/23/2023	ANNUAL MAINTENANCE OF RAD	338.07	
				5579357	6/30/2023	JUNE 2023 ANNUAL MAINTENAN	338.07	
				5578552	6/29/2023	MAY 2023 ANNUAL MAINTENANC	338.07	
				5576257	6/26/2023	ANNUAL MAINTENANCE OF RAD	338.07	1,690.35

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
102301	8/22/2023	0011929	BENNETT-BOWEN & LIGHTHOUSE	3025495	7/28/2023	INVENTORY PO/ SAFETY SUPPL	788.38	
	Voucher:		3025484	7/27/2023	INVENTORY PO/ SAFETY SUPPL	999.30		
			3024200	5/11/2023	PURCHASE MOST OF THE HARC	398.01		
			3024198	5/11/2023	PURCHASE MOST OF THE HARC	327.00		
			3024203	5/11/2023	PURCHASE MOST OF THE HARC	66.15		
			3024901	6/23/2023	PURCHASE MOST OF THE HARC	463.59		
			3025216	7/13/2023	INVENTORY PO/ GLOVES	1,067.22		
			3025366	7/20/2023	INVENTORY PO/ GLOVES	255.78		4,365.43
102302	8/22/2023	0009972	BERGFELD, GRANT	2310	4/14/2022	2023 HOLIDAY LIGHTS INSTALLA	10,376.00	10,376.00
	Voucher:							
102303	8/22/2023	0010722	C.I. TECHNOLOGIES, INC.	11716	7/1/2023	JUL 2023- JUNE 2024 - RENEWAL	1,456.56	1,456.56
	Voucher:							
102304	8/22/2023	0014074	CARRIER CORPORATION	90292458	7/7/2023	SGPD HVAC REPLACEMENT, CIT	41,300.00	41,300.00
	Voucher:							
102305	8/22/2023	00004195	CCCA	3857	8/9/2023	FY 2023-2024 ANNUAL CITY MEM	6,100.00	6,100.00
	Voucher:							
102306	8/22/2023	0012980	CHARTER COMMUNICATIONS	0490384062723	7/31/2023	LUNCHROOM ACCOUNT# 8448 3	147.07	147.07
	Voucher:							
102307	8/22/2023	00004492	CI SOLUTIONS	00016320	7/19/2023	RENEWAL FOR ID SOFTWARE AI	1,937.00	1,937.00
	Voucher:							
102308	8/22/2023	00005090	CITY OF PARAMOUNT	0005053	7/1/2023	JAN-MAR 2023 - MAINTENANCE	181.35	181.35
	Voucher:							
102309	8/22/2023	0009306	CIVICPLUS, LLC	270052	8/2/2023	10/25/23-10/24/24: ANNUAL RECF	29,850.00	29,850.00
	Voucher:							
102310	8/22/2023	00004583	CODE PUBLISHING COMPANY	GC0011470	7/31/2023	SOUTH GATE MUNICIPLE CODE-	1,143.00	1,143.00
	Voucher:							
102311	8/22/2023	0013322	COLUMBIA CAPITAL MANAGEME	I231000003	7/25/2023	COLUMBIA CAPITAL MANAGEME	2,000.00	2,000.00
	Voucher:							
102312	8/22/2023	0011922	CONCENTRA MEDICAL CENTERS	79778563	6/29/2023	6/26/23- MEDICAL SERVICES FOI	164.00	164.00
	Voucher:							
102313	8/22/2023	0011159	CONSERVATION CORPS OF	0523-0623	7/19/2023	5/1/23-6/30/23: PROVIDE WORKF	48,087.85	48,087.85
	Voucher:							
102314	8/22/2023	0014035	DAILY DONUTS INC	2023-77-AC	6/6/2023	SMALL BUSINESS ASSISTANCE	10,000.00	10,000.00
	Voucher:							

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
102315	8/22/2023	00001423	DAILY JOURNAL CORPORATION B3721614	7/20/2023	ORDINANCE PUBLICATION: ORDI	170.00	
	Voucher:		B3724237	7/27/2023	PROOF OF PUBLICATION- SG ST	625.00	795.00
102316	8/22/2023	00000314	DAPEER ROSENBLIT & LITVAK LL21635	5/31/2023	MAY 2023: MUNICIPAL CODE COI	4,698.52	
	Voucher:		21738	6/30/2023	JUN 2023: MUNICIPAL CODE COI	3,056.88	7,755.40
102317	8/22/2023	0005392	DAVID VOLZ DESIGN 422528	7/19/2023	JUN 2023: DESIGN SERVICES FC	1,804.00	
	Voucher:		422498	6/9/2023	MAY 2023: DESIGN SERVICES FC	9,707.00	
			422417	1/13/2023	1/13/23 DESIGN SERVICES FOR	14,105.00	25,616.00
102318	8/22/2023	0013814	DE NOVO PLANNING GROUP 3708	1/4/2023	THRU 1/4/2023: DE NOVO PLANN	4,738.00	4,738.00
	Voucher:						
102319	8/22/2023	0013205	DUSTIN NATHANIEL GARCIA DGSSUMMER0723	7/20/2023	CONTRACTOR ART	615.83	615.83
	Voucher:						
102320	8/22/2023	0013810	EXECUTIVE MANAGEMENT, SEC123-269	7/5/2023	06/28/2023 TO 07/04/2023: SERV	56,175.00	
	Voucher:		23-297	7/31/2023	7/16/23-7/29/23: SECURITY SERV	7,215.00	
			23-278	7/15/2023	07/10/2023 TO 07/14/2023 - SERV	34,740.00	98,130.00
102321	8/22/2023	00001988	FAIR HOUSING FOUNDATION 12-2023	7/7/2023	JUN 2023: CDBG SUBRECIPIENT	2,374.93	2,374.93
	Voucher:						
102322	8/22/2023	0013912	FAST DEER BUS CHARTER, INC. 161312	7/28/2023	7/28/23- DODGER STADIUM - BU	1,319.62	
	Voucher:		161311	7/27/2023	7/27/23- AMERICANA AT BRAND I	1,466.25	
			161310	7/21/2023	7/21/23- ORANGE COUNTY FAIR	1,661.75	4,447.62
102323	8/22/2023	00002026	FEDERAL EXPRESS CORPORATI 8-198-77593	7/21/2023	FEDEX STANDARD OVERNIGHT	14.49	14.49
	Voucher:						

Bank : botw BANK OF THE WEST

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
102324	8/22/2023	0013758	FROST BROWN TODD LLP	210379092	7/21/2023	LEGAL SERVICE RE: COSG ADV.	8,336.40
	Voucher:			210379093	7/21/2023	LEGAL SERVICE RE: COSG, ET A	3,775.20
				210379089	7/21/2023	LEGAL SERVICE RE: COSG ADV.	7,178.40
				210379076	7/21/2023	LEGAL SERVICE RE: COSG ADV.	886.60
				210379071	7/21/2023	LEGAL SERVICE RE: COSG ADV.	6,002.60
				210379070	7/21/2023	LEGAL SERVICE RE: COSG ADV.	3,360.50
				210379085	7/21/2023	LEGAL SERVICE RE: EVA VALDO	1,658.80
				210379075	7/21/2023	LEGAL SERVICE RE: COSG, ET A	349.00
				210379086	7/21/2023	LEGAL SERVICE RE: COSG, ADV	429.00
				210379084	7/21/2023	LEGAL SERVICE RE: COSG ADV.	85.80
				210379087	7/21/2023	LEGAL SERVICE RE: COSG, ET A	4,671.60
				210379094	7/21/2023	LEGAL SERVICES RE: GENERAL	7,293.00
				210379048	7/21/2023	LEGAL SERVICES RE: ATTEND	3,978.00
				210379069	7/21/2023	LEGAL SERVICE RE: TUESDAYS,	8,408.40
				210379083	7/21/2023	LEGAL SERVICE RE: COMMUNIT	8,665.80
				210379077	7/21/2023	LEGAL SERVICE RE: COSG REG/	10,810.80
				210379060	7/21/2023	LEGAL SERVICE RE: COSG ADV.	171.60
				210379050	7/21/2023	LEGAL SERVICE RE: COSG, ET A	20,569.55
				210379074	7/21/2023	LEGAL SERVICE RE: COSG ADV.	5,262.40
				210379062	7/21/2023	LEGAL SERVICE RE: COSG ADV.	12,000.40
				210378469	7/21/2023	LEGAL SERVICE RE: COSG ADV.	1,325.60
				210379054	7/21/2023	LEGAL SERVICE RE: COSG ADV.	1,029.60
				210379055	7/21/2023	LEGAL SERVICE RE: COSG, ET A	171.60
				210379088	7/21/2023	LEGAL SERVICE RE: COSG, ET A	143.00
				210379057	7/21/2023	LEGAL SERVICE RE: COSG ADV.	2,631.20
				210379053	7/21/2023	LEGAL SERVICE RE: COSG, ET A	23,960.75
				210379056	7/21/2023	LEGAL SERVICE RE: COSG ADV.	15,801.80
				210379051	7/21/2023	LEGAL SERVICE RE: COSG ADV.	343.20
				210379058	7/21/2023	LEGAL SERVICE RE: COSG ADV.	2,578.91
				210379047	7/21/2023	LEGAL SERVICE RE: COSG, ET A	1,940.78
				210379061	7/21/2023	LEGAL SERVICE RE: COSG, ET A	800.80
				210379059	7/21/2023	LEGAL SERVICE RE: COSG ADV.	9,790.95
							174,412.04
102325	8/22/2023	0013735	GALLATIN INVESTIGATIONS LLC	2023-0006	7/9/2023	PROFESSIONAL SERVICES FOR	385.00
	Voucher:						385.00

Bank : botw BANK OF THE WEST			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
102326	8/22/2023	00003955	GALLS, LLC, (FEIN 20-3545989)	024771351	6/12/2023	BOOTS 5.11 WOMENS ATAC 2.0	126.79
	Voucher:		024884937	6/23/2023	HEMMING TAPER LEGS	31.29	
			024884926	6/23/2023	CITY OF SOUTH GATE LOGO WH	7.66	165.74
102327	8/22/2023	0013954	GANNETT FLEMING, INC.	074896-003	7/14/2023	JUN 2023: CONSTRUCTION MAN	33,649.82
	Voucher:						33,649.82
102328	8/22/2023	00000577	GATEWAY CITIES COG	FY2023-2024	6/2/2023	FY 2023-24: ANNUAL MEMBERSH	27,720.00
	Voucher:		FY23-24 I-710	6/2/2023	FY 2023-2024: LOCAL AGENCY	25,000.00	52,720.00
102329	8/22/2023	0010016	GLOBAL PARATRANSIT INC.	112223-12	6/30/2023	PROVIDE TRANSIT SERVICES FO	60,447.18
	Voucher:						60,447.18
102330	8/22/2023	0013403	GRANICUS LLC	168329	7/9/2023	ANNUAL SUBSCRIPTION OF LIC	34,130.63
	Voucher:						34,130.63
102331	8/22/2023	0009879	HDL COREN & CONE	SIN030291	7/27/2023	JUL-SEP 2023 - HDL COREN & C	3,375.00
	Voucher:						3,375.00
102332	8/22/2023	00002399	ICRMA	4352	7/1/2023	LIABILITY PROGRAM ASSESSME	288,528.77
	Voucher:						288,528.77
102333	8/22/2023	0011882	INLAND ROUND BALL OFFICIALS	IROJULY723	7/18/2023	7/19/23- BALLIN AFTER DARK RE	270.00
	Voucher:						270.00
102334	8/22/2023	0005586	JOE A. GONSALVES & SONS	160914	7/24/2023	STATE LEGISLATIVE LOBBYIST F	2,500.00
	Voucher:		160841	6/20/2023	STATE LEGISLATIVE LOBBYIST F	2,500.00	5,000.00
102335	8/22/2023	0014056	KAPZ LLC	2023-83-AC	6/9/2023	SMALL BUSINESS ASSISTANCE	10,000.00
	Voucher:						10,000.00
102336	8/22/2023	0012510	KILEY & ASSOCIATES, LLC	SG 230731	7/31/2023	AMEND NO 2 TO CONTRACT NO	3,333.33
	Voucher:						3,333.33
102337	8/22/2023	00003387	KNORR SYSTEMS, INC.	205012	6/30/2023	POOL SUPPLIES	2,044.50
	Voucher:		205365	6/30/2023	POOL SUPPLIES	1,868.10	
			204308	6/23/2023	POOL SUPPLIES	2,044.50	
			201001	5/20/2023	POOL SUPPLIES	2,044.50	8,001.60
102338	8/22/2023	0011297	LEFTA SYSTEMS	002097	7/6/2023	10/3-4/23-ANNUAL LEFT SYSTEM	796.00
	Voucher:						796.00
102339	8/22/2023	00003754	LIEBERT CASSIDY WHITMORE	245263	6/30/2023	THROUGH 06/30/23 PROFESSIO	78.00
	Voucher:						78.00
102340	8/22/2023	00004384	LIEN ON ME, INC.	10333935	7/21/2023	MEDICAL REVIEW - ST FRANCIS	122.54
	Voucher:						122.54
102341	8/22/2023	0013343	LITTLEJOHN COMMUNICATIONS,08012023		8/1/2023	JULY 2023 SERVICES FOR INMA	100.00
	Voucher:						100.00

Bank : botw BANK OF THE WEST

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
102342	8/22/2023	0014054	MAYA'S BEAUTY SALON AND SUF2023-82-AC	6/22/2023	SMALL BUSINESS ASSISTANCE	10,000.00	10,000.00
		Voucher:					
102343	8/22/2023	0011575	MERCHANTS BUILDING	746778	6/30/2023	JUNE2023 MBM- ANNUAL JANITC	26,126.10
		Voucher:		746777	6/30/2023	JUNE 2023 COVID CLEANING SE	4,606.70
				746779	6/30/2023	JUNE 2023 COVID CLEANING SE	2,303.50
102344	8/22/2023	00000447	MISC - BLDG PERMITS	0230001589-ENVI	7/27/2023	REFUND JOB NOT DONE PERMI	16.00
		Voucher:		0230001262-ENVI	7/27/2023	REFUND JOB NOT DONE PERMI	16.00
				0230000632-ENVI	7/27/2023	REFUND JOB NOT DONE PERMI	16.00
				729072-WOLITZK	7/24/2023	REFUND FROM PASSPORT EXE	35.00
102345	8/22/2023	0014096	MISC - CITY CLERK REFUND				48.00
		Voucher:					35.00
102346	8/22/2023	00000170	MISC - PKS & REC REFUND	50476781-QUIRAI	7/17/2023	REFUND OF DEPOSIT (AFTER E	495.00
		Voucher:					495.00
102347	8/22/2023	00000170	MISC - PKS & REC REFUND	293212/ALVIZO	1/27/2023	ETRAK CREDIT	210.00
		Voucher:					210.00
102348	8/22/2023	00000170	MISC - PKS & REC REFUND	53455572-EA ENC	7/17/2023	REFUND OF DEPOSIT (AFTER E	165.00
		Voucher:					165.00
102349	8/22/2023	00000170	MISC - PKS & REC REFUND	55630105-ROME	7/27/2023	PARTIAL REFUND OF FACILIT Y	82.00
		Voucher:					82.00
102350	8/22/2023	00000170	MISC - PKS & REC REFUND	56214873-ORTEG	8/18/2023	REFUND OF FACILITY FEES DUE	72.00
		Voucher:					72.00
102351	8/22/2023	00000170	MISC - PKS & REC REFUND	54294222-PULIDC	7/17/2023	REFUND - SUMMER 2023 TENNIS	65.00
		Voucher:					65.00
102352	8/22/2023	00000170	MISC - PKS & REC REFUND	56119678-HARRIS	7/13/2023	KARATE BEGINNERS - JULY 2023	60.00
		Voucher:					60.00
102353	8/22/2023	00000170	MISC - PKS & REC REFUND	58186200-LOZAN	7/29/2023	REFUND OF FACILITY FEES DUE	30.00
		Voucher:					30.00
102354	8/22/2023	00000170	MISC - PKS & REC REFUND	54328739-ORDON	7/17/2023	REFUND FOR FUN RUN	20.00
		Voucher:					20.00
102355	8/22/2023	0014117	MUNICIPAL FINANCE SERVICES	SG0001	7/31/2023	JUL 2023: PROFESSIONAL SVCS	8,417.50
		Voucher:					8,417.50
102356	8/22/2023	0010683	NEW CHEF FASHION, INC.	1058629	7/10/2023	UNIFORM POLO SHIRTS	209.43
		Voucher:					209.43

Bank : botw BANK OF THE WEST				(Continued)					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total	
102357	8/22/2023	0009134	NORTHGATE MARKET	97508	4/23/2023	4/11-4/13, 2023 - FOOD INSECUR	11,014.50		
	Voucher:			97771	5/21/2023	5/10/23 - FOOD INSECURITY PRC	3,094.22		
				97772	5/21/2023	5/11/23 - FOOD INSECURITY PRC	3,290.84		
				98285	6/25/2023	6/25/23 - FOOD INSECURITY PRC	3,436.46		
				97770	5/21/2023	5/9/23 - FOOD INSECURITY PRO	2,824.49		
				98284	6/25/2023	6/13/23 - FOOD INSECURITY PRC	3,291.17		
				98286	6/25/2023	6/25/23 - FOOD INSECURITY PRC	4,399.84	31,351.52	

Bank : botw BANK OF THE WEST

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
102359	8/22/2023	00001414 OFFICE DEPOT	314635027001	5/31/2023	HEADSET	81.81	
	Voucher:		317375660001	6/12/2023	OFFICE SUPPLIES	69.34	
			312230895002	6/7/2023	LEATHER WIPES	31.13	
			316751140001	6/14/2023	OFFICE SUPPLIES & TONER	679.50	
			316783620001	6/16/2023	TONER	197.34	
			316369754001	6/6/2023	3-HOLE PUNCH	85.11	
			316753401001	6/14/2023	TONER	966.51	
			320118403001	6/23/2023	TONER	443.03	
			320118481001	6/26/2023	OFFICE SUPPLIES	30.85	
			315238498001	6/7/2023	STEP STOOL	44.09	
			315240458001	6/7/2023	OFFICE SUPPLIES	79.67	
			315240461001	6/7/2023	STACKABLE PLASTIC ORGANIZE	52.39	
			317772671001	6/27/2023	OFFICE SUPPLIES	458.77	
			317935829001	6/29/2023	MOUSE PAD, FOOT REST	79.36	
			317935833001	6/27/2023	WRIST REST	11.57	
			318117002001	6/14/2023	OFFICE SUPPLIES	65.64	
			314044011001	6/14/2023	OFFICE SUPPLIES	698.41	
			316738233001	6/14/2023	OFFICE SUPPLIES	14.97	
			317152232001	6/13/2023	OFFICE SUPPLIES	50.47	
			317152234001	6/12/2023	OFFICE SUPPLIES	29.01	
			311666795003	6/5/2023	OFFICE SUPPLIES	16.42	
			317935847001	6/29/2023	ANTI-FATIGUE MAT	132.28	
			317935848001	6/27/2023	OFFICE SUPPLIES	10.56	
			317935853001	6/27/2023	BATTERIES	29.75	
			313846415001	6/15/2023	TAPE MEASURE	6.60	
			313848435001	6/14/2023	OFFICE SUPPLIES, WEBCAM	140.22	
			317728881001	6/29/2023	OFFICE SUPPLIES	58.37	
			317732232001	6/29/2023	OFFICE SUPPLIES	13.22	
			319034223001	6/20/2023	OFFICE SUPPLIES & TONER	66.14	
			319034223002	6/29/2023	MOUSE	44.09	
			314148319001	5/31/2023	OFFICE SUPPLIES	39.24	
			314148326001	5/31/2023	USB FLASH DRIVES	33.05	
			318113157001	6/12/2023	OFFICE SUPPLIES	213.07	
			318116441001	6/14/2023	OFFICE SUPPLIES & TONER	517.83	
			318116693001	6/14/2023	CHAIR MAT	55.11	

Bank : botw BANK OF THE WEST				(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
			318116694001	6/15/2023	OFFICE SUPPLIES	41.88		
			314217675002	6/5/2023	OFFICE SUPPLIES	32.83		
			317518487001		CREDIT: RETURNED ITEM, INVOI	-24.70		
			316909348001	6/15/2023	SUPPLIES	98.63		
			319429075001	6/22/2023	OFFICE SUPPLIES	431.38		
			317152238001	6/12/2023	100 PACK DVD	51.46		
			317152238002	6/13/2023	100 PACK DVD	25.73		
			315512254001	6/15/2023	STRETCH WRAP & PACKING TAF	80.31		
			317280655001	6/12/2023	OFFICE SUPPLIES	61.43		
			319355455001	6/20/2023	OFFICE SUPPLIES	446.25		
			317683294001	6/14/2023	OFFICE SUPPLIES & TONER	131.98		
			317669801001	6/14/2023	OFFICE SUPPLIES	447.67		
			319402664001	6/21/2023	OFFICE SUPPLIES	152.83		
			315685618001	6/7/2023	OFFICE SUPPLIES	895.52		
			315780857001	6/6/2023	TONER	502.73		
			315780859001	6/7/2023	DESKTOP ORGANIZER, MOINTO	63.92		
			315780863002	6/7/2023	WIRELESS KEYBOARD	24.99		
			318934836001	6/26/2023	WORKPRO® QUANTUM 9000 SE	1,974.80		
			315780881001	6/7/2023	WALL MOUNT DUAL MONITOR	284.42		
			315780914001	6/7/2023	US DRIVES	252.86		
			315780863001	6/6/2023	MONITOR RISER STAND	34.17		
			316216091001		CREDIT: RETURNED ITEM, INVOI	-6.17	11,549.84	
102360	8/22/2023	0013096	OFFICE TEAM	62111404	6/6/2023	W/E 6/2/23: ROBERT HALF TALE	1,320.00	
	Voucher:			62143680	6/13/2023	W/E 6/9/23: ROBERT HALF TALE	1,200.00	
				62215134	6/28/2023	W/E 6/23/23: ROBERT HALF TALE	1,380.00	
				62250312	7/6/2023	W/E 6/30/23: ROBERT HALF TALE	1,025.40	
				62089581	6/1/2023	W/E 5/26/23: ROBERT HALF TALE	1,920.00	
				62182146	6/21/2023	W/E 6/16/23: ROBERT HALF TALE	1,050.00	7,895.40
102361	8/22/2023	0014075	ONEIT INC	55530-C	7/24/2023	DATTO BACK-UP AND DISASTER	22,032.00	22,032.00
	Voucher:							
102362	8/22/2023	00002005	PACIFIC PLUMBING SPECIALTIES	9362-0	6/5/2023	REPAIR PARTS FOR TOILETS SIN	1,568.50	1,568.50
	Voucher:							
102363	8/22/2023	00004469	PD: CALIFORNIA POLICE CHIEFS	3248	7/26/2023	SEP 6-8, 2023 - TUITION- WOMEN	1,425.00	
	Voucher:			3344	8/1/2023	SEP 6-8, 2023 - TUITION- WOMEN	2,375.00	3,800.00

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
102364	8/22/2023	0010664	PD: GOLD COAST K9	SGPD-24	7/6/2023	FY 23/24 - ANNUAL MAINTENANC	12,000.00	12,000.00
		Voucher:						
102365	8/22/2023	0009492	PD: PETERSON, ALOYSIUS	TNR-000009	6/29/2023	PER DIEM & PARKING REIMB - 7/	423.00	423.00
		Voucher:						
102366	8/22/2023	0010617	PD: ROMERO, ABRAHAM	TNR-000009	6/29/2023	PER DIEM & MILEAGE - 7/10-14/2	477.10	477.10
		Voucher:						
102367	8/22/2023	00004374	PERRIS FENCE & SUPPLY, INC., [21675		3/14/2023	BARRIER FENCE AT FIRESTONE	6,019.80	6,019.80
		Voucher:						
102368	8/22/2023	00004713	PETTY CASH- PARKS & REC.DEP7/26/23-8/01/23	8/7/2023	07/26/23 P. DAVILA YOUTH PROG	345.00		
		Voucher:	7/16/23-7/24/23	7/24/2023	7/16/23-7/24/23 PETTY CASH PAF	285.65		630.65
102369	8/22/2023	0014118	PREMIER JUSTICE LAW, P.C.	ROBLES ROCHA	7/18/2023	PAYMENT PER SETTLEMENT AG	100,000.00	100,000.00
		Voucher:						
102370	8/22/2023	00004055	PROFORCE LAW ENFORCEMENT	523376	7/6/2023	AMMUNITION AND EQUIPMENT	2,121.21	
		Voucher:	506733			CREDIT FOR TRADES PER QUO	-29,684.76	
			510361	2/24/2023		SIG MPX WEAPONS	5,435.83	
			513969	3/23/2023		SIG MPX WEAPONS	637.33	
			515528	4/7/2023		SIG MPX WEAPONS	1,006.03	
			524989	7/26/2023		SIG MPX WEAPONS	22,612.79	2,128.43
102371	8/22/2023	0006933	PSYCHOLOGICAL CONSULTING	526354	5/17/2023	5/15/23: PRE-EMPLOYMENT EVA	440.00	
		Voucher:	526400	6/2/2023		6/1/23: PRE-EMPLOYMENT EVAL	440.00	880.00
102372	8/22/2023	00000168	QUETEL CORP.	I-QT000688	7/31/2023	10/1/23-9/30/24- UPGRADE FOR C	15,792.20	15,792.20
		Voucher:						
102373	8/22/2023	0012962	REGIONAL TAP SERVICE CENTE	07132023	7/13/2023	METRO 30 DAY CV	1,490.00	1,490.00
		Voucher:						
102374	8/22/2023	00004773	RET: ALMANZA, JOSEPH A	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	132.25	132.25
		Voucher:						
102375	8/22/2023	0008275	RET: AROCHA, FRANCIS X.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,358.28	1,358.28
		Voucher:						
102376	8/22/2023	00001840	RET: BLASKA, WILLIAM MIKE	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
102377	8/22/2023	00004776	RET: CARTER, LLOYD B	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
102378	8/22/2023	00000495	RET: CHAVEZ, ANTHONY A	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	132.25	132.25
		Voucher:						

Bank : botw BANK OF THE WEST				(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
102379	8/22/2023	0006505	RET: CORBET, RONALD	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
102380	8/22/2023	00004777	RET: DAY, ROBERT A	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
102381	8/22/2023	0008746	RET: DELEON, RUBEN	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
102382	8/22/2023	0011326	RET: GALVAN, RAY A.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
102383	8/22/2023	0006508	RET: GOMEZ, JOSEPH C.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	132.25	132.25
		Voucher:						
102384	8/22/2023	0006509	RET: HAMMOND, DONNA	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
102385	8/22/2023	0010881	RET: KOOPMANS, WILLIAM O.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
102386	8/22/2023	0010410	RET: LEO, FRANK	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
102387	8/22/2023	00003833	RET: MOOMEY, STEVEN	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	518.00	518.00
		Voucher:						
102388	8/22/2023	00003798	RET: RANGEL, ARMANDO	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
102389	8/22/2023	00000458	RET: SEWELL, ELAINE	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
102390	8/22/2023	00000459	RET: SEWELL, KENNETH R	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
102391	8/22/2023	0013045	SAFEGUARD BY FONTIS	VINV43172	7/28/2023	WATER ENVELOPES AND WATER	19,171.37	19,171.37
		Voucher:						
102392	8/22/2023	0011931	SAFETY IN DESIGN, LLC	0011	7/30/2023	ERGONOMIC ASSESSMENT	250.00	250.00
		Voucher:						
102393	8/22/2023	0008369	SAFETY-KLEEN SYSTEM, INC	92073592	6/29/2023	CLEANING SERVICE OF EQUIPM	762.87	762.87
		Voucher:						
102394	8/22/2023	00000322	SAM'S CLUB	001064-	7/31/2023	INVENTORY PO/ COFFEE	367.74	367.74
		Voucher:						

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
102395	8/22/2023	00004834	SECURITY SIGNAL DEVICES SYSM-01020699		CREDIT: INVOICE #R-00380342, F	-136.26		
	Voucher:		S-01095210	2/15/2023	REPAIR AND MAINTENANCE NO	278.00		
			S-01103015	6/6/2023	REPAIR AND MAINTENANCE NO	189.00		
			R-00433781	4/1/2023	REF PO 7230 -4/1/23-6/30/23 - FY	12,792.99		
			S-01104328	6/27/2023	ADD HORN/ STROBE FOR THE P	2,507.43		
			S-01103160	6/8/2023	REPAIR AND MAINTENANCE NO	189.00		
			S-01098751	4/7/2023	REPAIR AND MAINTENANCE NO	189.00		
			S-01098747	4/7/2023	REPAIR AND MAINTENANCE NO	189.00		
			S-01100529	5/1/2023	REPAIR AND MAINTENANCE NO	189.00		
			S-01102143	5/23/2023	REPAIR AND MAINTENANCE NO	189.00		
			M-01020708		CREDIT: INVOICE #R-00380342, F	-251.28		
			M-01020719		CREDIT: RETURNED ITEM, INVOI	-160.13		
			M-01020720		CREDIT: INVOICE #R-00380342, F	-43.11		
			M-01020707		CREDIT: INVOICE #R-00380342, F	-290.43		
			R-00434112	4/1/2023	FY 2022/23: PUBLIC WORKS LOC	5,953.77	21,784.98	
102396	8/22/2023	0013691	SOUTHWEST PIPELINE AND, TRE1042-02.1	5/12/2023	SEWER LINING PROJECT PHASE	61,277.37	61,277.37	
	Voucher:							
102397	8/22/2023	00004897	ST FRANCIS MEDICAL CENTER	10333935	7/21/2023	MEDICAL TREATMENT- ARRESTI	360.50	360.50
	Voucher:							
102398	8/22/2023	0013538	STACY MEDICAL CENTER	2452-50953	7/9/2023	MEDICAL SERVICES FOR PD DU	780.00	780.00
	Voucher:							
102399	8/22/2023	0014055	STAR FLOWERS	2023-80-AC	6/22/2023	SMALL BUSINESS ASSISTANCE (10,000.00	10,000.00
	Voucher:							
102400	8/22/2023	0012474	THE HOME DEPOT DEPOT PRO	757203609	7/27/2023	INVENTORY PO/ WATER HOSE	755.23	755.23
	Voucher:							
102401	8/22/2023	0009659	THE LIFEGUARD STORE	INV001336316	6/21/2023	LIFEGUARD GEAR AND EQUIPMI	573.30	573.30
	Voucher:							
102402	8/22/2023	0012020	TRIEPEI, SMITH AND ASSOCIATE	10334	7/31/2023	MARKETING FOR TMLE BUS DIS	6,440.00	13,807.50
	Voucher:			10593	7/31/2023	MARKETING FOR TMLE BUS DIS	7,367.50	
102403	8/22/2023	0008005	U.S. BANK-PARS ACCT#67460225	JUN 2023	5/26/2023	JUN 2023: PARS SUPPLEMENTAI	5,384.85	10,769.70
	Voucher:			JUL 2023	6/26/2023	JUL 2023: PARS SUPPLEMENTAL	5,384.85	
102404	8/22/2023	0012565	UNISAN PRODUCTS LLC	315187	7/31/2023	STERIDOL HARD SURFACE DISII	157.66	157.66
	Voucher:							
102405	8/22/2023	00003928	US BANK TRUST N.A.	788757000-SEP/2	9/1/2023	SEP 2023-COSG 2005 PENSION (167,445.71	167,445.71
	Voucher:							

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
102406	8/22/2023	00002634	VULCAN MATERIALS COMPANY	73697689	6/30/2023	ASPHALT, BASE, EMULSION PRC	962.51	962.51
		Voucher:						
102407	8/22/2023	00002593	WAXIE'S SANITARY SUPPLY	81862697	7/25/2023	INVENTORY PO/ JANITORIAL SU	1,301.23	1,301.23
		Voucher:						
102408	8/22/2023	0009526	WEST COAST LIGHTS & SIRENS,	124196	5/17/2023	SUPPLIES LIGHTS,PARTS AND E	467.18	467.18
		Voucher:						
102409	8/22/2023	00000032	WEST COAST MAILERS	11414	7/26/2023	WATER BILLS CYCLES 3 & 4 SVC	2,260.63	
		Voucher:		11415	7/26/2023	WATER BILLS CYCLES 1 & 2 SVC	2,809.15	
				11416	7/26/2023	WATER BILLS CYCLES 5 & 6 SVC	2,386.66	
				11417	7/26/2023	WATER BILLS CYCLES 7 & 8 & 10	2,164.64	
				11287	1/18/2023	WATER BILLS CYCLE 10 12/01/22	178.95	
				11273	1/17/2023	WATER BILLS CYCLE 1 & 2	2,678.43	
				11272	1/17/2023	WATER BILLS CYCLE 3 & 4	2,154.43	
				11271	1/17/2023	WATER BILLS CYCLE 5 & 6	2,267.86	
				11263	1/17/2023	WATER BILLS CYCLE 3 & 4	238.18	
				11262	1/17/2023	WATER BILLS CYCLE 7 & 8 & 10	2,066.55	
				11261	1/17/2023	WATER BILLS CYCLE 1 & 2	268.87	
				11260	1/17/2023	INSERTS FOR ALL CITY CYCLES	1,120.00	
				11289	1/18/2023	WATER BILLS CYCLE 5 & 6	2,291.55	
				11288	1/18/2023	WATER BILLS CYCLE 7 & 8	1,991.21	24,877.11
102410	8/22/2023	00000561	WESTERN EXTERMINATOR COM	46905046	6/28/2023	HAWKINS RESERVOIR - FY 22-23	228.70	228.70
		Voucher:						
102411	8/22/2023	0014098	XITLALIC GUIJOSA	XGOSUMMER072	7/20/2023	CONTRACTOR ART	205.28	205.28
		Voucher:						
102412	8/22/2023	0014053	YAHAIIRA STUDIO	2023-81-AC	6/22/2023	SMALL BUSINESS ASSISTANCE (10,000.00	10,000.00
		Voucher:						
6092780	8/9/2023	00002399	ICRMA	PEREZ NEGRETE	8/3/2023	SETTLEMENT AGREEMENT FOR	168,401.44	168,401.44
		Voucher:						
6302023	6/30/2023	00004309	AMERIFLEX	06302023	6/30/2023	JUNE 2023 - ACH DEBITS BOW	2,185.85	2,185.85
		Voucher:						
102409117	8/8/2023	00000343	PUBLIC EMPLOYEES RETIREMEN	07012023	7/11/2023	FY 23/24 UNFUNDED LIABILITY-	8,082,902.00	8,082,902.00
		Voucher:						
02410354	7/13/2023	00000343	PUBLIC EMPLOYEES RETIREMEN	100000017209346	6/26/2023	FY 22/23 PAYMENT 1959 SURVIV	4,084.80	4,084.80
		Voucher:						

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
02410356	7/13/2023	00000343	PUBLIC EMPLOYEES RETIREMEN	100000017209598	6/26/2023	FY 22/23 PAYMENT 1959 SURVIV	3,254.40	3,254.40
Voucher:								

Sub total for BANK OF THE WEST: 9,971,688.10

120 checks and 5 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 9,971,688.10

WARRANT REGISTER FOR COUNCIL MEETING 8/22/2023

PART VII

apChkLst
08/14/2023 8:03:19AM

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	
2544	7/6/2023	00004708	PERS HEALTH PLAN	Ben317168	7/6/2023	MEDICAL HMO ANTHEM SELECT	452,742.11	452,742.11
	Voucher:							
2552	7/20/2023	00000343	PUBLIC EMPLOYEES RETIREMENT	Ben318184	7/20/2023	MILITARY SERVICE CREDIT: PAY	272,488.71	272,488.71
	Voucher:							
2558	8/3/2023	00000004	NATIONWIDE RETIREMENT SOLID	Ben318791	8/3/2023	DEF COMP NATIONWIDE: PAYME	74,103.71	74,103.71
	Voucher:							
2560	8/3/2023	00002370	INTERNAL REVENUE SERVICE	Ben318795	8/3/2023	MEDICARE: PAYMENT	278,432.40	278,432.40
	Voucher:							
2561	8/3/2023	00001186	EMPLOYMENT DEVELOPMENT D	Ben318797	8/3/2023	SDI: PAYMENT	97,591.30	97,591.30
	Voucher:							
2562	8/3/2023	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben318799	8/3/2023	SEIU DUES: PAYMENT	2,994.99	2,994.99
	Voucher:							
2564	8/3/2023	00004996	SEIU-COPE LOCAL 721, LA/OC CI	Ben318803	8/3/2023	SEIU- COPE LOCAL 721 DEDUCT	41.00	41.00
	Voucher:							
2565	8/3/2023	00000437	AFLAC	Ben318805	8/3/2023	AMERICAN FAMILY LIFE INS.: PA	530.86	530.86
	Voucher:							
2566	8/3/2023	00004988	CHILD SUPPORT ON-LINE, STATE	Ben318807	8/3/2023	CHILD SUPPORT-ONLINE: PAYMI	1,166.99	1,166.99
	Voucher:							
2567	8/3/2023	0009920	OCSE CLEARINGHOUSE SDU	Ben318809	8/3/2023	GARNISHMENT - AR CHILD SUPP	324.00	324.00
	Voucher:							
Sub total for BANK OF THE WEST:							1,180,416.07	
10 wire transfers in this report.							Grand Total All Wire Transfers:	1,180,416.07

WARRANT REGISTER FOR COUNCIL MEETING 8/22/2023

PART VIII

apChkLst
08/10/2023 3:54:21PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2894	8/22/2023	0012466	RET: ADAMS, PAUL L.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,299.14	1,299.14
		Voucher:						
2895	8/22/2023	0005570	RET: ALONZO, ANTHONY	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	689.04	689.04
		Voucher:						
2896	8/22/2023	0012843	RET: AUSTIN, BYRON A.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,209.74	1,209.74
		Voucher:						
2897	8/22/2023	0005813	RET: AVILA, VINCENT	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,361.42	1,361.42
		Voucher:						
2898	8/22/2023	0013775	RET: AVILES, OMAR ADOLFO	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	300.00	300.00
		Voucher:						
2899	8/22/2023	0012982	RET: BONILLA CLAYTON, YADIRA	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2900	8/22/2023	00001265	RET: BRASSFIELD, CHARLES R	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
2901	8/22/2023	0006324	RET: BURBACH, MAUREEN	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2902	8/22/2023	0012844	RET: CAMACHO, EDWARD	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2903	8/22/2023	00000817	RET: CHRIST, DOUGLAS F	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
2904	8/22/2023	00003408	RET: DAMRON, ROGER V	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
2905	8/22/2023	0013163	RET: DAVIS, RANDALL JOHN	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,196.68	1,196.68
		Voucher:						
2906	8/22/2023	00001776	RET: EADE, JOANN	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	132.25	132.25
		Voucher:						
2907	8/22/2023	00003973	RET: EADS, KENNETH P.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	689.04	689.04
		Voucher:						
2908	8/22/2023	00003853	RET: FANNIN, ZONA	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	148.68	148.68
		Voucher:						
2909	8/22/2023	0008820	RET: FERNANDEZ, CARLOS	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2910	8/22/2023	00004403	RET: FIELD, GARY	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						

Page: 1

Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2911	8/22/2023	0006507	RET: FIGUEROA, GLORIA A.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2912	8/22/2023	0013564	RET: FLAD, MICHAEL	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,339.68	1,339.68
		Voucher:						
2913	8/22/2023	00000605	RET: FORRESTER, BOB L	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
2914	8/22/2023	0005355	RET: GALBREATH, RUSSELL	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	269.02	269.02
		Voucher:						
2915	8/22/2023	0011186	RET: GAMBOA, OSCAR	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2916	8/22/2023	00000496	RET: GEORGE, RONALD P	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
2917	8/22/2023	0013121	RET: GONZALES, LORETTA	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2918	8/22/2023	00003940	RET: GONZALEZ, HIRAM	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2919	8/22/2023	0006328	RET: GUTIERREZ, MANUEL	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2920	8/22/2023	0006510	RET: HERNANDEZ, MARIA	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	132.25	132.25
		Voucher:						
2921	8/22/2023	0006329	RET: HOMSHER, HUGH	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,325.58	1,325.58
		Voucher:						
2922	8/22/2023	0013216	RET: HUFFMAN, EDWARD RAYM	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2923	8/22/2023	0012845	RET: HUGAR L., JAMES	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2924	8/22/2023	00004784	RET: HUNTRODS, RICHARD F	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	239.00	239.00
		Voucher:						
2925	8/22/2023	0009521	RET: HUPP, KEITH	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2926	8/22/2023	0008058	RET: INMAN, RONALD	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2927	8/22/2023	00004785	RET: IRISH, TERRY F	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2928	8/22/2023	0011110	RET: JOHNSON, GERALD	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2929	8/22/2023	00004787	RET: KENNEDY, GARY E	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
2930	8/22/2023	0005356	RET: KEY, ANDREW	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,272.92	1,272.92
		Voucher:						
2931	8/22/2023	0011111	RET: KOOMEN, SHERI L.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2932	8/22/2023	0009946	RET: LEFEVER, STEVEN A.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	200.00	200.00
		Voucher:						
2933	8/22/2023	00004789	RET: LILLEY, RAYMOND E	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
2934	8/22/2023	0012707	RET: LLOYD, BRUCE W.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2935	8/22/2023	0012927	RET: LONG, PENG	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2936	8/22/2023	0005633	RET: LOPEZ, ALFONSO	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	590.37	590.37
		Voucher:						
2937	8/22/2023	0006511	RET: LOPEZ, RAMON A.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	148.68	148.68
		Voucher:						
2938	8/22/2023	0009453	RET: LOPEZ, VERONICA	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2939	8/22/2023	0013398	RET: MARIN, SANDRA	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2940	8/22/2023	0007656	RET: MATSUKIYO, DAVID	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,324.82	1,324.82
		Voucher:						
2941	8/22/2023	0013777	RET: MONTANEZ JR., ABELINO	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	300.00	300.00
		Voucher:						
2942	8/22/2023	00003328	RET: MOSBY, DOROTHEA S	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	132.25	132.25
		Voucher:						
2943	8/22/2023	0011895	RET: MUNOZ, ALFREDO	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2944	8/22/2023	00003239	RET: NASSAR, SAMI R	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	200.00	200.00
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2945	8/22/2023	0012468	RET: ORTIZ, JULIAN	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	603.64	603.64
		Voucher:						
2946	8/22/2023	0012467	RET: PATINO, IGNACIO M.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2947	8/22/2023	0011522	RET: PELLERIN, ROBERT	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2948	8/22/2023	00005237	RET: PEREZ, SUSAN	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	132.25	132.25
		Voucher:						
2949	8/22/2023	0010733	RET: PIXLER, DAVID	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2950	8/22/2023	00004794	RET: POWELL, ROBERT K.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00
		Voucher:						
2951	8/22/2023	0006326	RET: RAMIREZ, VIRGINIA	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	132.25	132.25
		Voucher:						
2952	8/22/2023	0006327	RET: RASCO, ANGELA	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2953	8/22/2023	0011967	RET: RIVERA, FRANK J.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	605.21	605.21
		Voucher:						
2954	8/22/2023	0011978	RET: RIVERA, HANNAH TELLEZ-CAUG 2023	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	605.21	605.21
		Voucher:						
2955	8/22/2023	0012837	RET: RODRIGUEZ, ANNA	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	132.25	132.25
		Voucher:						
2956	8/22/2023	0012682	RET: RUIZ, NELLIE	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2957	8/22/2023	0011112	RET: SALDIVAR, MARIO M.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2958	8/22/2023	0013274	RET: SAUCEDO NEVAREZ, LUIS MAUG 2023	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00
		Voucher:						
2959	8/22/2023	0009865	RET: SCHRADER, GEORGE R.	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,217.00	1,217.00
		Voucher:						
2960	8/22/2023	0011521	RET: SCOTT, DAVID	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						
2961	8/22/2023	0013273	RET: SEKIYA, JONATHAN M	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,367.90	1,367.90
		Voucher:						

Bank : efbotw BANK OF THE WEST EFT			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2962	8/22/2023	0006513 RET: SHETTER, RANDOLPH M. Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00	
2963	8/22/2023	00000869 RET: SMITH, CHARLES R Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00	
2964	8/22/2023	00004796 RET: SPEELMAN, PATRICIA L Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00	
2965	8/22/2023	00002147 RET: SPROWLS, KENNETH C Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00	
2966	8/22/2023	0008313 RET: SULLIVAN, DARREN Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,272.92	1,272.92	
2967	8/22/2023	0006512 RET: TATTI, WILLIAM P. Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00	
2968	8/22/2023	0012960 RET: TAYLOR, TOM C. Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00	
2969	8/22/2023	0005357 RET: TODD, ROBERT M. Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,358.28	1,358.28	
2970	8/22/2023	0012959 RET: TREJO, RAMONA M Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	150.00	150.00	
2971	8/22/2023	00003573 RET: VAN LIEROP, MARTIN G Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	269.02	269.02	
2972	8/22/2023	0013776 RET: VARGAS, ALEX J. Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	300.00	300.00	
2973	8/22/2023	00003959 RET: WADE, RICHARD Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	269.02	269.02	
2974	8/22/2023	0007655 RET: WELLS, GREGORY Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	603.64	603.64	
2975	8/22/2023	00004379 RET: WHALEN, HARVEY Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	148.68	148.68	
2976	8/22/2023	00000498 RET: WILLIAMS, GALE M Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	250.00	250.00	
2977	8/22/2023	0008821 RET: WILLIAMS, TIMOTHY Voucher:	AUG 2023	8/10/2023	AUGUST 2023- RETIREE MEDICA	1,361.42	1,361.42	
Sub total for BANK OF THE WEST EFT:							48,911.95	
84 EFTs in this report.							Grand Total All EFTs: 48,911.95	

**SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION**

Warrant Number **102263** to Warrant Number **102413** inclusive, plus WireTransfers and EFTs totaling **\$11,646,962.42** as listed on the accompanying Accounts Payable Warrant Register of **AUGUST 22, 2023** are approved as presented, with the exception of the following voided and replacement warrants:

[illegible]

* Replacement checks reported in previous warrant registers have no impact to the grand total.

DIRECTOR OF ADMINISTRATIVE SERVICES

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 8/22/2023**

TOTAL PART I - PREPAID CHECKS (8/2/2023)	134,827.39
TOTAL PART II - PAYROLL-RELATED CHECKS	58,583.79
TOTAL PART III - PREPAID CHECK (8/3/2023)	21,713.00
TOTAL PART IV - PREPAID CHECKS (8/9/2023)	764,449.42
TOTAL PART V - PREPAID CHECK (8/9/2023)	1,215.76
TOTAL PART VI - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	9,971,688.10
TOTAL PART VII - PAYROLL-RELATED WIRE TRANSFERS	1,180,416.07
TOTAL PART VIII - ACCOUNTS PAYABLE EFTs	48,911.95
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SUB - TOTAL	12,181,805.48
LESS: VOIDS	(1,215.76)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(533,627.30)
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GRAND TOTAL	11,646,962.42