SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, April 9, 2024 at 6:30 p.m.

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

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

City Officials

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

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

1. VIEW THE MEETING LIVE ONLINE AT: https://youtube.com/@SouthGateCA90280
Please allow up to 24 hours after the meeting for the archive to be available.
2. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at: yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.
3. ATTEND THE MEETING IN PERSON

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

Meeting Schedule

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

Brown Act

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

City's Vision Statement

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

Public Communications

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

Emails for public comment received prior to 12pm on the day of the Council Meeting will be summarized by the City Clerk, not read in its entirety. A copy of the email will be provided to the City Council and will also be available at the City Clerk's Office for public review. A copy of each email will be recorded for public record and noted on the official minutes of tonight's meeting.

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Gil Hurtado, Mayor

INVOCATION: Pastor Marta Moscoso, Faith and Hope Lutheran Church

PLEDGE OF ALLEGIANCE: Manuel Arana, Police Captain

ROLL CALL: Yodit Glaze, City Clerk

Meeting Compensation Disclosure

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

Public Hearings

1. Resolution receiving and approving the FY 2024-2025 Annual Action Plan and authorizing the execution of all necessary documents for the submittal of said plan to the U.S. Department of Housing and Urban Development

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

a. Adopting a **Resolution** approving the Fiscal Year 2024-2025 Annual Action Plan;

b. Authorizing the City Manager, or designee, to submit to the U.S. Department of Housing and Urban Development the Fiscal Year 2024-2025 Annual Action Plan; and

c. Authorizing the City Manager or his designee to enter into agreements with eligible subrecipient in a form acceptable to the City Attorney.

Documents:

Item 1 Report 04092024.pdf

Comments From The Audience - Non-Agenda Items

During this time, members of the public may address the City Council regarding any items not listed on the agenda and within the subject matter jurisdiction of the City Council and not on this agenda. Comments from the audience will be limited to three (3) minutes per speaker; unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law. The collective initial period of time for comments from the audience shall be limited to 45 minutes. Any speaker that did not get a chance to speak during this segment due to the 45-minute limitations will be able to speak at the end of the meeting prior to adjournment.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt/interfere, other actions which disrupt the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section1.04.110.

Reports And Comments From City Officials

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the City pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to comment on matters not on the agenda.

Consent Calendar Items

Agenda Items **2, 3, 4, 5, 6, 7,8 ,9** and **10** are Consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action. Members of the public are permitted to speak on any item listed but their time period is limited to three (3) minutes in total.

Any motion to introduce or adopt an Ordinance on the Consent Calendar shall be: (1) a motion to waive the reading of the Ordinance and introduce the Ordinance or (2) a motion to waive the reading of the Ordinance and adopt the Ordinance, as appropriate.

2. Ordinance No. 2024-01-CC amending Section 1.04.065.2 (Same - Compensation) of Section 1.04.065 (Salary of Members - Purpose) of Chapter 1.04 (City Council) of Title 1 (Administration And Personnel) of the South Gate Municipal Code increasing the City Council and the City Treasurer salary levels

The City Council will consider adopting **Ordinance No. 2024-01-CC** amending Section 1.04.065.2 (Same - Compensation) of Section 1.04.065 (Salary Of Members - Purpose) of Chapter 1.04 (City Council) of Title I (Administration And Personnel) of the South Gate Municipal Code increasing the City Council and the City Treasurer salary levels. (CM)

Documents:

Item 2 Report 04092024.pdf

3. 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 3 Report 04092024.pdf

4. Resolution declaring the City's intention to Grant a 10-year Franchise Renewal to Tesoro SoCal Pipeline Company

The City Council will consider: (PW)

a. Adopting a **Resolution** declaring the City's intention to grant a ten-year franchise renewal to Tesoro SoCal Pipeline Company, LLC., to lay and use pipes, ditches, flumes, conduits and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, along, across, upon and under the public streets, ways, alleys and places, as the same now or may hereafter exist, within the City of South Gate;

b. Approving the scheduling a Public Hearing for May 14, 2024, to consider the introduction of an Ordinance granting the proposed franchise renewal.

Documents:

Item 4 Report 04092024.pdf

5. Resolution to terminate Contract No. 2022-84-CC with NR Development, Inc. for default effective April 9, 2024 for the Hollydale Community Park Project, City Project No. 607-PRK

The City Council will consider: (PW)

a. Adopting a **Resolution** to terminate Contract No. 2022-84-CC between the City of South Gate and NR Development, Inc., for default effective April 9, 2024, for the Hollydale Community Park Project, City Project No. 607-PRK;

b. Directing the Mayor to execute a document in a form acceptable to the City Attorney advising NR Development, Inc., and the bonding company that the Agreement has been terminated for default; and

c. Authorizing the City Manager, or his designee, to execute any related documentation in pursuit of the City's remedies against NR Development, including its bonding company in an effort to complete the Project including, but not limited to, the retention of a successor contractor.

Documents:

Item 5 Report 04092024.pdf

6. Amendment No.1 to Contract No. 2023-24-CC with Gannett Fleming, Inc. for additional Construction Management and Inspection Services for the Garfield Avenue Complete Street Improvement Project, City Project No. 564-ST

The City Council will consider:

a. Approving **Amendment No. 1 to Contract No. 2023-24-CC** with Gannett Fleming, Inc., to provide additional construction management and inspection services for the construction of the Garfield Avenue Complete Street Improvement Project, City Project No. 564-ST, at a cost not to exceed $144,067; and

b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

Item 6 Report 04092024.pdf

7. Agreement with SDI Presence LLC to provide on-site Supplemental IT Support Services

The City Council will consider: (ADMIN SVCS)

a. Approving an **agreement** with SDI Presence LLC., to provide on-site Supplemental IT support, for one year, in the amount of $104,858; and

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

Documents:

Item 7 Report 04092024.pdf

8. Agreement with Macro Automatics for Professional Engineering Services for the Supervisory Control and Data Acquisition System Upgrade, City Project No. 647-WTR

The City Council will consider: (PW)

a. Approving an **Agreement** with Macro Automatics for Professional Engineering Services to implement the Supervisory Control and Data Acquisition System Upgrade, City Project No. 647-WTR, in an amount not to exceed $539,882;

b. Appropriating $225,000 in Water Funds from the unrestricted balance of the Water Fund to fully fund the SCADA Project; and

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

Documents:

Item 8 Report 04092024.pdf

9. Notice of Completion for the East Alameda Street Sidewalk Improvements Project, City Project No. 660-ST

The City Council will consider: (PW)

a. Accepting completion of construction of the East Alameda Street Sidewalk Improvements Project, City Project No. 660-ST by Sequel Contractors, Inc., effective April 9, 2024; and

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

Documents:

Item 9 Report 04092024.pdf

10. Declaring Police Department firearms surplus property and approving Trade-Buy-Back Program with ProForce Law Enforcement

The City Council will consider: (PD)

a. Declaring twenty-three (23) Police Department firearms as surplus property; and

b. Authorizing the Police Department to exchange the firearms for credit from ProForce Law Enforcement through the Trade-Buy-Back Program to purchase new firearm accessories/reflex sights.

Documents:

Item 10 Report 04092024.pdf

Reports, Recommendations And Requests

11. Resolution making certain findings for an exception to the 180-day wait period pursuant to California Government Code Section 7522.56 and 21221

The City Council is requested to consider adoption of a **Resolution** making certain findings that allow a retired Police Captain-In-Charge to be hired for temporary, part-time employment commencing within the 180-day wait period from his retirement from the City of South Gate.

Documents:

Item 11 Report 04092024.pdf

12. Warrant Register for April 9, 2024

The City Council will consider approving the Warrant Register for April 9, 2024. (ADMIN SVCS)

Total of Checks:	$1,861,153.54
Less: Voids	$ (1,049.76)
Less: Employee Payroll Deductions	$ (391,934.47)
Grand Total:	$1,468,169.31

Cancellations: 98273, 101064, 104950, 105296

Documents:

Item 12 Report 04092024.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on April 4, 2024, at 12:30 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.

CITY MANAGER'S OFFICE

APR 03 2024

2:20pm

Item No. 1

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **April 9, 2024**
Originating Department: **Community Development**

Department Director: Jarod G. Green for *City Manager:*
Meredith Elguira *Rob Houston*

SUBJECT: FISCAL YEAR 2024-2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTERNSHIPS (HOME) FUNDS

PURPOSE: To consider adopting Fiscal Year 2024-2025 Annual Action Plan for the CDBG and HOME Funds.

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

a. Adopting a Resolution approving the Fiscal Year 2024-2025 Annual Action Plan;
b. Authorizing the City Manager, or designee, to submit to the U.S. Department of Housing and Urban Development the Fiscal Year 2024-2025 Annual Action Plan; and
c. Authorizing the City Manager or his designee to enter into agreements with eligible subrecipients in a form acceptable to the City Attorney.

FISCAL IMPACT: In Fiscal Year 2024-2025, the City is expected to receive approximately $1,400,000 in CDBG funds and $740,000 in HOME 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 *South Gate Press* newspaper on March 8, 2024. The notice provided a 30-day comment period. Additionally, a draft copy of the Fiscal Year 2024-2025 Annual Action Plan ("AAP") and Public Notice were posted on the City's website. Any comments received will be addressed during this meeting.

ANALYSIS: Each year, the City prepares an Annual Action Plan in connection with the five-year Consolidated Plan, which details how the City will spend its allocated CDBG and HOME funds. This AAP is the fifth year of the five-year Consolidated Plan cycle that was adopted in September 2020. The AAP has two principal purposes:

1. To identify the projects and programs to be undertaken during the upcoming fiscal year, and the proposed objective and outcomes to be achieved within the overall context of the five-year consolidated plan; and

2. To act as the City's application process for federal formula grants, comprised of the CDBG and HOME programs.

For FY 2024-2025 the City anticipates receiving $1,400,000 in CDBG funds and $740,000 in HOME funds.

In October 2023, notifications were sent to non-profit organizations and City departments and a legal notice of funding availability was published on October 26, 2023, to inform prospective applicants of the availability of CDBG funds for Fiscal Year 2024-2025. The Citizens' Advisory Committee ("CAC") reviewed the applications and later heard presentations from the applicants at their meetings of February 15, 2024, and February 21, 2024.

The proposed CDBG funding allocations as recommended by the Citizens' Advisory Committee for Fiscal Year 2024-2025 are as follows:

Anticipated CDBG Funding Allocation for FY 2024-2025*	**$1,400,000**
Administration (20% Cap)	**$280,000**
Fair Housing	$24,000
Program Administration	$256,000
Public Services (15% Cap)	**$210,000**
Graffiti Abatement	$102,240
Family Violence Prevention Program	$27,000
South Gate Police Explorers	$23,500
College Internship Program	$24,000
Mental Health Program	$18,260
LACADA – Nuestra Casa	$15,000
Non-Public Services	**$910,000**
Commercial Facade	$546,000
Business Sign Program (2024)	$364,000
Total Funds Proposed to be Programmed for FY 2024-2025	**$1,400,000**

**HUD has not released the allocations for FY 2024/25, these amounts are estimates based on funding the City has received in prior years.*

The proposed HOME funding allocations for FY 2024-2025 are listed below:

Anticipated HOME Funding Allocation for FY 2024-25*	**$740,000**
Administration (10% cap)	$74,000
Affordable Housing Development	$555,000
CHDO Set Aside	$111,000
Total Funds Proposed to be Programmed for FY 2024-25	**$740,000**

**HUD has not released the allocations for FY 2024/25, these amounts are estimates based on funding the City has received in prior years.*

BACKGROUND: The City of South Gate has been an annual recipient of CDBG funds 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 AAPs mandate a citizen participation and public review process, including a public hearing, prior to submission. The draft AAP is available for public review and comment (see Attachment B). The deadline to submit an approved AAP is May 15, 2024.

It is important to note that under HUD regulations, providers funded under the AAP must meet qualifying restrictions unless they are part of a designated category such as Seniors or Homeless. These regulations include documented financial need through income tax forms, for example. The applicant can also be required to hire contractors that can meet various federal labor requirements and insurances. Failure to adhere to these HUD regulations will mean that expenditures will be disqualified, and the City would need to reimburse the CDBG funds. These restrictions can place significant burdens on the subrecipient to ensure they are followed, which can place additional burdens on them administratively which are not usually reimbursable expenses or would be counted against the subrecipient award.

ATTACHMENTS: A. Proposed Resolution
B. Draft AAP
C. Proof of Publication - Public Hearing Notice

RESOLUTION NO.

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, RECEIVING AND APPROVING THE FISCAL YEAR 2024-2025 ANNUAL ACTION PLAN AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE SUBMITTAL OF SAID PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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 ("City") prepared and submitted a Five-Year Consolidated Plan which contained an Action Plan to HUD for the City covering the period 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 the U.S. Department of Housing and Urban Development that the City must meet in order for the City to continue to receive federal housing and community development funds;

WHEREAS, this Annual Action Plan constitutes an application to HUD for Fiscal Year 2024-2025 federal funds from the CDBG and HOME programs;

WHEREAS, the City has prepared an Annual Action Plan for Fiscal Year 2024-2025 with the participation of the Citizens' Advisory Committee and made it available for public review and comments on March 11, 2024, which was posted on the City's website for the required thirty-day public review period;

WHEREAS, the City published a Notice of Availability of the Annual Action Plan for Fiscal Year 2024-2025 and a Notice of Public Hearing on March 8, 2024, scheduling this matter for final public comment and City Council consideration for April 9, 2024; and

WHEREAS, on April 9, 2024, the City Council did conduct a duly noticed public hearing to hear public comment on the Annual Action Plan for Fiscal Year 2024-2025 and received final public comment on this Annual Action Plan.

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 Fiscal Year 2024-2025 Annual Action Plan attached hereto as Exhibit "A."

SECTION 3. The City Manager and/or their designee is authorized to take reasonable actions needed to implement this Resolution, including submittal of the Annual Action Plan to the appropriate HUD office on behalf of the City. The City Manager, and/or their designee, is further authorized to promulgate and implement administrative policies and procedures needed to effectuate the Annual Action Plan.

SECTION 4. The City Manager and/or their designee is hereby directed to file a copy of said Annual Action Plan to HUD.

SECTION 5. The City Manager is hereby authorized to enter into agreements with eligible sub- recipients, in a form acceptable to the City Attorney.

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 **9th** day of **April, 2024.**

CITY OF SOUTH GATE:

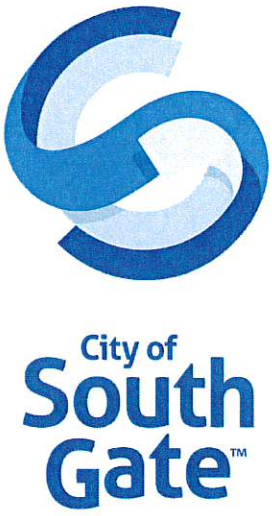
By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney



FISCAL YEAR 2024-2025 Annual Action Plan

DRAFT

PRESENTED TO CITY COUNCIL APRIL 9, 2024

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Executive Summary

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

1. Introduction

The City of South Gate's 2024-2025 Annual Action Plan (AAP) is based on priorities established by the City's Five-Year Consolidated Plan. The 2024-2025 Action Plan is the final and fifth year of the City's 2020-2025 Consolidated Plan. The Five-Year Consolidated Plan combines two Federal Department of Housing and Urban Development (HUD) Programs of which the City is a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

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

The 2024-2025 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 $1,400,000 in PY 2024-2025 CDBG funds. The City also anticipates receiving $740,000 in HOME funds for PY 2024-2025. Currently the City does not anticipate any additional carryover funds for programming.

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.
- Neighborhood preservation

3. Evaluation of past performance

The City continually strives to improve the performance of its operations and those of its partners who provide services to City residents. 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 2022-2023, the most recent completed program year:

- One business was assisted with commercial façade rehabilitation.
- 353 tenant/landlord issues were addressed via fair housing services.
- 11,956 graffiti assignments were completed, benefiting over 73,000 residents.

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 2024-2025 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 the City Council to ensure constant dialog exists between the City and the community. The role of the CAC is twofold. First, to ensure that the City Council is appraised of the needs, desires, and interests of City residents. Second, to review and make recommendations on CDBG funding to the City Council. The CAC is comprised of members representing the demographic and social range of residents in the City. The CAC was actively involved in the Annual Action Plan process. The CAC reviewed and discussed the 2024-2025 Public Services applications and then made funding recommendations to the City Council for the Annual Action Plan. It is anticipated that the CAC will continue to serve in an advisory role in 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 the 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 capacity of the applicant.
- Demonstrated need and lack of other sources of funding.

5. Summary of public comments

To be added after the Public Hearing

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

To be updated after Public Hearing

7. Summary

The Annual Action Plan was made available for a 30-day public review from March 11, 2024 through April 09, 2024. The City prepared a notice announcing the Draft Action Plan was available for public review in the 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 to consider the adoption of the Annual Action Plan on April 09, 2024.

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

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

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

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

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

1. Introduction

Activities to enhance the 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 2024-2025 Annual Action Plan was achieved through a variety of strategies, including the CAC and conducting a public hearing. Continued coordination with City residents and local service providers, including previous CDBG subrecipients, is anticipated for planning efforts, as well as project implementation. The City Council also regularly communicates with the Community Development Department and relays resident needs so that needs are assessed and addressed throughout the implementation of the Annual Action Plan.

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

The agencies and organizations below participated in the consultation during the City's Consolidated Plan and remain active partners with the City to enhance the coordination of services to City residents.

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?	The 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.

No agency was knowingly excluded from the consultation process.

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 2021-2023	State Independent Living Council (SILC)	The Strategic Plan has goals in support of the State Plan for Independent Living because of South Gate's many senior residents.
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.
Area Plan on Aging July 1, 2024 to June 30, 2028 Area Plan Update July 1, 2023 to June 30, 2024	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 (2022-2026)	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.
2021-2029 Housing Element of the General Plan	City of South Gate	The Strategic Plan goals are based on those included in the 2021-2029 Housing Element.
Gateway, Tweedy, and Hollydale Specific Plans, and the Five-Year Capital Improvement Program (CIP)	City of South Gate	Public facility and public improvement needs and goals are based in part on those described in the specific plans and 5-year CIP.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

As part of the Consolidate Plan process the City sent out surveys to different key stakeholders about community needs. One of the identified needs included broadband updates and bridging the digital divide. Due to other competing needs the City has not yet

engaged with internet service providers or other organizations. However, as the City engages in the next cycle of the Consolidated Plan process this is a need that will be revisited.

The City did not consult with emergency management agencies as part of the FY 2024-2025 Annual Action Plan process. The City will make concerted efforts to reach out to emergency management agencies as part of ongoing Annual Action Plan planning efforts, as part of the upcoming Consolidated Plan process.

The City regularly consults with the South Gate Chamber of Commerce and other local businesses to help identify economic development needs in the City. As a result of these consultations the City has previously used CDBG funding for business assistance programs and via different funding sources have been able to invest in workforce programs.

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 FY 2024 CDBG application and evaluation process.

Below, is the citizen participation schedule that was followed for development of the FY 2024-2025 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	Citizen's Advisory Committee February 15, 2024	Community All interested persons	No comments received	No comments received	No comments received	
2	Citizen's Advisory Committee February 21, 2024	Community All interested persons	No comments received	No comments received	No comments received	
3	Public Review Period March 11, 2024 – April 09, 2024	Non-target/broad Community All interested persons	TBD	TBD	TBD	N/A
4	Public Hearing April 09, 2024	Non-target/broad Community All interested persons	TBD	TBD	TBD	N/A

Table 4 – Citizen Participation Outreach

Expected Resources

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

Introduction

For FY 2024-2025, the City is anticipating receive the following funding:

Community Development Block Grant (CDBG): With an expected grant allocation of $1,400,000 twenty percent (20%) or $280,000 will be used for Program Administration which includes an allocation of $24,000 for Fair Housing Foundation. The remaining balance will be programmed to public service activities (staying within the 15% cap) and other City service projects. The City does not anticipate any carryover to program.

HOME Investment Partnerships (HOME): The City anticipates it will receive a grant allocation of $740,00 for FY 24-25 of which ten percent (10%) of the fiscal year allocation, or $74,000, will be used for Program Administration; The remaining balance will be programmed to fund construction of affordable housing development.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				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	$1,400,000	$0	$0	$1,400,000	$0	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	$740,000	$0	$0	$740,000	$0	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 makes efforts 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	2024	2025	Administration	Citywide	Planning and Administration	CDBG: $256,000 HOME: $74,000	Other: 0 Other
2	Fair Housing	2024	2025	Administration	Citywide	Ensure equal access to housing opportunities	CDBG: $24,000	Other: 270 Persons Assisted
3	Public Services	2024	2025	Non-Housing Community Development	Citywide	Provide public services for low-income residents	CDBG: $210,000	Public service activities other than Low/Moderate Income Housing Benefit: 646 Persons Assisted
4	Housing	2024	2025	Affordable Housing	Citywide	Preserve the supply of affordable housing	HOME: $555,000	1 Households/ Housing Units;
5	Commercial Façade	2024	2025	Non-Housing Community Development	Citywide	Community Development Revitalization	CDBG: $546,000	Façade Treatment/Business Building Rehabilitation 5 Businesses
6	Community Development Revitalization	2024	2025	Non-Housing Community Development	Citywide	Community Development Revitalization	CDBG: $364,000	Façade Treatment/Business Building Rehabilitation 12 Businesses

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**	Public Services
	Goal Description	Expand and improve the quality and quantity of public service programs.
5	**Goal Name**	Commercial Façade / Business Sign Façade
	Goal Description	Maintain neighborhoods by assisting businesses.
6	**Goal Name**	Community Development Revitalization
	Goal Description	Support towards community development projects that will promote community revitalization.

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, and provide services to low-and moderate-income residents.

The 2024-2025 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	GRAFFITI ABATEMENT
4	FAMILY VIOLENCE PREVENTION PROGRAM
5	SOUTH GATE POLICE EXPLORERS
6	COLLEGE INTERNSHIP PROGRAM
7	MENTAL HEALTH PROGRAM
8	LACADA – NUESTRA CASA
9	COMMERCIAL FAÇADE PROGRAM
10	BUSINESS SIGN PROGRAM
11	HOME PROGRAM ADMINISTRATION
12	AFFORDABLE HOUSING DEVELOPMENT
13	CHDO SET ASIDE

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 2024-2025 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: $256,000
	Description	The City of South Gate will use these Community Development Block Grant funds to administer, design, implement, and plan eligible CDBG activities.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	The City of South Gate will use these 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	6/30/2025
	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**	GRAFFITI ABATEMENT
	Target Area	Citywide – Eligible Areas
	Goals Supported	Infrastructure and Public Facility
	Needs Addressed	Infrastructure and Public Facilities
	Funding	CDBG: $102,240
	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	6/30/2025
	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.
4	**Project Name**	FAMILY VIOLENCE PREVENTION PROGRAM
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Provide public services for low-income residents
	Funding	CDBG: $27,000

	Description	The Family Violence Prevention Program will offer empowerment workshops and individual counseling sessions to battered spouses and family members. In addition, the program promotes awareness and education on sexual assault and family violence throughout the community.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	540 persons
	Location Description	The Program is administered by the Police Department located at 8620 California Avenue, South Gate, CA 90280.
	Planned Activities	The Family Violence Prevention Program will offer empowerment workshops and individual counseling sessions to battered spouses and family members. In addition, the program promotes awareness and education on sexual assault and family violence throughout the community.
5	**Project Name**	SOUTH GATE POLICE EXPLORERS
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Provide public services for low-income residents
	Funding	CDBG: $23,500
	Description	The South Gate Police Explorers Program will provide training and orientation to young adults (ages 14-21), where 51% of whom are low-or moderate-income, who are interested in pursuing a career in law enforcement.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	12 persons (youth) assisted
	Location Description	The Program is administered by the Police Department located at 8620 California Avenue, South Gate, CA 90280

	Planned Activities	The South Gate Police Explorers Program will provide training and orientation to young adults (ages 14-21), where 51% of whom are low-or moderate-income, who are interested in pursuing a career in law enforcement.
6	**Project Name**	COLLEGE INTERNSHIP PROGRAM
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Provide public services for low-income residents
	Funding	CDBG: $24,000
	Description	The youth employment program will offer youth career exploration and pair work experience opportunities to increase their workforce development skills.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	24 persons assisted
	Location Description	Participants will be placed at locations citywide.
	Planned Activities	The youth employment program will offer youth career exploration and pair work experience opportunities to increase their workforce development skills.
7	**Project Name**	MENTAL HEALTH PROGRAM
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Provide public services for low-income residents
	Funding	CDBG: $18,260
	Description	This program provides individualized case management, mental health counseling, and referrals to support services such as housing assistance, employment training, and substance abuse treatment.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	20 persons assisted

	Location Description	4363 Tweedy Blvd., South Gate, CA 90280
	Planned Activities	Case management and mental health services.
8	**Project Name**	LACADA – NUESTRA CASA
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Provide public services for low-income residents
	Funding	CDBG: $15,000
	Description	Services include clinical needs assessment, treatment planning, individual group treatment counseling, and like skills education.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	50 persons
	Location Description	8919 California Ave., South Gate, CA 90280
	Planned Activities	Services include clinical needs assessment, treatment planning, individual group treatment counseling, and like skills education.
9	**Project Name**	COMMERCIAL FAÇADE (2024)
	Target Area	Citywide – Eligible Areas
	Goals Supported	Commercial Rehabilitation
	Needs Addressed	Commercial Rehabilitation
	Funding	CDBG: $546,000
	Description	The Commercial Facade program will offer grants to business owners to make exterior commercial improvements.
	Target Date	06/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	4 businesses
	Location Description	The Program is administered by the Community Development Department located at 8650 California Avenue, South Gate, CA 90280. The location of the businesses will vary.

	Planned Activities	The Commercial Facade program will offer grants to business owners to make exterior commercial improvements.
10	**Project Name**	BUSINESS SIGN PROGRAM (2024)
	Target Area	Citywide – Eligible Areas
	Goals Supported	Community Development Revitalization
	Needs Addressed	Support towards community development projects that will promote community revitalization.
	Funding	CDBG: $364,000
	Description	This program will assist eligible businesses by bringing signage up to code.
	Target Date	06/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	12 Businesses
	Location Description	The Program is administered by the Community Development Department located at 8650 California Avenue, South Gate, CA 90280. The location of the businesses will vary.
	Planned Activities	This program will assist eligible businesses by bringing signage up to code.
11	**Project Name**	HOME PROGRAM ADMINISTRATION
	Target Area	Citywide – Eligible Areas
	Goals Supported	Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: $74,000
	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	6/30/2025
	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.
12	**Project Name**	AFFORDABLE HOUSING DEVELOPMENT
	Target Area	Citywide
	Goals Supported	Housing
	Needs Addressed	Preserve the supply of affordable housing
	Funding	HOME: $555,000
	Description	To maintain affordable housing in the City, these funds will be used towards a new affordable housing development.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	1 Unit
	Location Description	Citywide
	Planned Activities	To maintain affordable housing in the City, these funds will be used towards new affordable housing development.
13	**Project Name**	CHDO SET ASIDE
	Target Area	Citywide
	Goals Supported	Housing
	Needs Addressed	Preserve the supply of affordable housing
	Funding	HOME: $111,000
	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).
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	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).

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 towards the construction of affordable housing development.

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.

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.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	6
Special-Needs	4
Total	10

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	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

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 2024-2025 program year, the City will invest CDBG and HOME funds in the preservation of affordable housing units. Specifically, HOME funds will be used to support affordable housing projects.

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 need for 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 way financial assistance will be provided or other assistance.

Not Applicable

Discussion

Not Applicable

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 referrals for housing support.

Describe the jurisdiction's 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 Salvation Army Bell Shelter operates a homeless outreach program which consists of a mobile outreach team. In coordination with the South Gate Police Department Liaison and personnel from the Bell Shelter street outreach efforts by vehicle and foot are undertaken. 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 a comprehensive Fair Housing Program that offers education and outreach activities for tenants, landlords, and owners. Education consists of workshops, presentations, community meetings, and training. 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.

Helping low-income individuals and families avoid becoming homeless, especially extremely 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 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 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 to address their needs and until they are returned to custody after treatment. The Department currently includes these practices as part of patrol officers' duty.

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, band finding employment. They also offer disability assistance for improvements to 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.

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 2024-2025 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.
- Neighborhood Preservation.
- 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 HOME funds towards the construction of affordable housing development. CDBG funds are being allocated to organizations that provide public and neighborhood services to low-and moderate-income people and those with special needs that can help offset other household costs that create financial burdens for individuals.

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 City offers a Residential Rehabilitation Program which 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 make 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 2024-2025 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

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(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.

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 FY 2024-2025, 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:

   These can be found in the City's "HOME Investment Partnerships Program Policies and Procedures Manual" which have previously been submitted to HUD.

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 2024-2025 Annual Action Plan to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

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

Office of the
South Gate City Clerk

MAR 13 2024

FILED

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

PRE#: 3790544

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California }
County of LOS ANGELES } ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
CDBG and HOME 2024-2025 Annual Action Plan (English)

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:

03/07/2024

Executed on: 03/07/2024
At Los Angeles, California

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

Signature

* A 0 0 0 0 0 6 7 1 2 4 8 6 *

Email

PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL
NOTICE OF PUBLIC HEARING

The City Council of the City of South Gate will conduct a public hearing concerning the draft Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) 2024-2025 Annual Action Plan. As an entitlement jurisdiction, the City is required to prepare and submit to HUD an Annual Action Plan that describes how the City will utilize federal money during the next fiscal year to meet the goals and objectives approved by the City Council in the Five-Year Consolidated Plan.

Hearing Date: Tuesday, April 9, 2024
Time: 6:30 p.m. or as soon thereafter as the matter may be heard
Place: City Hall Council Chambers
City of South Gate
8650 California Avenue
South Gate, CA 90280

The City anticipates receiving approximately $1,400,000 in CDBG funds and $740,000 in HOME funds for FY 2024-2025.

The detailed budget breakdown is available in the Annual Action Plan. The proposed budgeted activities may be added, increased, reduced, or eliminated by the City Council at the time of the hearing. This draft Annual Action Plan covers the period of July 1, 2024, through June 30, 2025, otherwise known as the 2024 program year.

Public Review and Comment Period: The Draft Fiscal Year 2024-2025 Annual Action Plan will be available for a 30-day public review and comment period beginning on March 11, 2024, and ending on April 9, 2024. These documents will be available for public review on the City of South Gate's website at https://www.cityofsouthgate.org/Government/Departments/Community-Development. Additional information may be obtained from the staff of the Community Development Department, Monday through Thursday, 10:00 A. M. to 2:00 P. M., or by telephoning (323) 563-9535.

The City of South Gate encourages citizen participation in the planning process. A Public Hearing will be held on April 9, 2024, 6:30 p.m. at City Hall Council Chambers.

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.

Those desiring a copy of the staff report or further information related to this project should contact:
Contact: Carol Averell, Housing Manager
Phone: (323) 563-9535
E-mail: caverell2@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
Información en Español acerca de esta junta puede ser obtenida llamando al (323) 563-9535
3/7/24
PRE-3790544#
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Office of the
South Gate City Clerk
MAR 04 2024
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PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL

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Published: March 8, 2024

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Office of the
South Gate City Clerk

MAR 13 2024

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

PRE #: 3790543

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
CDBG and HOME 2024-2025 Annual Action Plan (Spanish)

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:

03/07/2024

Executed on: 03/07/2024
At Los Angeles, California

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

Signature

A0000067124 84

Email

AVISO PÚBLICO
CIUDAD DE SOUTH GATE
AYUNTAMIENTO
AVISO DE AUDIENCIA PÚBLICA

El Concejo Municipal de la Ciudad de South Gate llevará a cabo una audiencia pública sobre el borrador del Plan de Acción Anual del año fiscal 2024-2025 para los programas de Subvención en Bloque para el Desarrollo Comunitario (CDBG) y la Asociación de Inversión HOME (HOME). Conforme las reglas del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD), se requiere que la Ciudad prepare y presente un Plan de Acción Anual que describa cómo la Ciudad utilizará los fondos federales durante el próximo año fiscal para cumplir con las metas y objetivos aprobados por el Concejo Municipal en el Plan Consolidado de Cinco Años.
Fecha de la audiencia: martes, 9 de abril de 2024
Hora: 6:30 p.m. o tan pronto como se escuche el asunto
Lugar: Cámaras del Concejo del Ayuntamiento
Ciudad de South Gate
8650 California Avenue
South Gate, CA 90280
La ciudad anticipa recibir aproximadamente $1,400,000 en fondos CDBG y $740,000 en fondos HOME para el año fiscal 2024-2025.
El presupuesto detallado está disponible en el Plan de Acción Anual. Las actividades propuestas pueden ser agregadas, aumentadas, reducidas o eliminadas por el Concejo Municipal en el momento de la audiencia. Este borrador del Plan de Acción Anual cubre el período del 1 de julio de 2024 al 30 de junio de 2025, también conocido como el año programático 2024.
Período de revisión y comentarios públicos: El borrador del plan de acción anual del año fiscal 2024-2025 estará disponible para un período de revisión y comentarios públicos de 30 días que comenzará el 11 de marzo de 2024 y finalizará el 9 de abril de 2024. Estos documentos estarán disponibles para revisión pública en el sitio web de la Ciudad de South Gate en https://www.cityofsouthgate.org/Government/Departments/Community-Development. Se puede obtener información adicional del personal del Departamento de Desarrollo Comunitario, de lunes a jueves, de 10:00 a. m. a 2:00 p. m., o llamando al (323) 563-9535.
La Ciudad de South Gate invita la participación ciudadana en el proceso de planificación. Una audiencia pública se llevará a cabo el 9 de abril de 2024, 6:30 p.m. en las Cámaras del Concejo del Ayuntamiento.
Invitación a ser escuchadas: Todas las personas interesadas están invitadas a la audiencia pública para ser escuchadas. Además, se pueden presentar comentarios por escrito al Concejo Municipal antes de la audiencia. Los comentarios pueden enviarse por escrito enviando comentarios por correo a la ciudad de South Gate, Departamento de Desarrollo Comunitario, ATTN: Carol Averell, Administradora de Vivienda, 8650 California Avenue, South Gate, CA 90280.
Aquellos que deseen una copia del informe u otra información relacionada con este proyecto pueden ponerse en contacto con:
Contacto: Carol Averell, Administradora de Vivienda
Teléfono: (323) 563-9535
Correo electrónico: caverell2@sogate.org
Dirección postal: Departamento de Desarrollo Comunitario
Ciudad de South Gate
8650 California Avenue
South Gate, CA 90280-3075
Accesibilidad: Es la intención de la Ciudad de South Gate cumplir con la Ley de Estadounidenses con Discapacidades (ADA) en todos los aspectos. La Ciudad de South Gate

Intentará acomodar a los asistentes de todas las maneras razonables. Comuníquese al menos 72 horas antes de la audiencia pública programada anteriormente para establecer la necesidad y determinar si es factible realizar adaptaciones adicionales.
ENGLISH:
Information in Spanish about this meeting can be obtained by calling (323) 563-9535.
Publicado: marzo 8, 2024
3/7/24
PRE-3790543#
SOUTH GATE PRESS

Office of the
South Gate City Clerk
MAR 04 2024
FILED

AVISO PÚBLICO
CIUDAD DE SOUTH GATE
AYUNTAMIENTO

AVISO DE AUDIENCIA PÚBLICA

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Hora: 6:30 p.m. o tan pronto como se escuche el asunto

Lugar: Cámaras del Concejo del Ayuntamiento
Ciudad de South Gate
8650 California Avenue
South Gate, CA 90280

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La Ciudad de South Gate invita la participación ciudadana en el proceso de planificación. Una audiencia pública se llevará a cabo el 9 de abril de 2024, 6:30 p.m. en las Cámaras del Concejo del Ayuntamiento.

Invitación a ser escuchadas: Todas las personas interesadas están invitadas a la audiencia pública para ser escuchadas. Además, se pueden presentar comentarios por escrito al Concejo Municipal antes de la audiencia. Los comentarios pueden enviarse por escrito enviando comentarios por correo a la ciudad de South Gate, Departamento de Desarrollo Comunitario, ATTN: Carol Averell, Administradora de Vivienda, 8650 California Avenue, South Gate, CA 90280.

Aquellos que deseen una copia del informe u otra información relacionada con este proyecto pueden ponerse en contacto con:

Contacto: Carol Averell, Administradora de Vivienda
Teléfono: (323) 563-9535
Correo electrónico: caverell2@sogate.org

Dirección postal: Departamento de Desarrollo Comunitario
Ciudad de South Gate
8650 California Avenue
South Gate, CA 90280-3075

Accesibilidad: Es la intención de la Ciudad de South Gate cumplir con la Ley de Estadounidenses con Discapacidades (ADA) en todos los aspectos. La Ciudad de South Gate intentará acomodar a los asistentes de todas las maneras razonables. Comuníquese al menos 72 horas antes de la audiencia pública programada anteriormente para establecer la necesidad y determinar si es factible realizar adaptaciones adicionales.

ENGLISH:

Information in Spanish about this meeting can be obtained by calling (323) 563-9535.

Publicado: marzo 8, 2024

APR 03 2024
1:45pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **April 9, 2024**
Originating Department: **City Manager's Office**

City Manager: _____ *Rob Houston* *City Manager:* _____ *Rob Houston*

SUBJECT: ORDINANCE NO. 2024-01-CC INCREASING CITY COUNCIL AND CITY TREASURER SALARY LEVELS

PURPOSE: To consider adopting Ordinance No. 2024-01-CC amending the City Council and the City Treasurer salary levels.

RECOMMENDED ACTION: The City Council will consider adopting Ordinance No. 2024-01-CC amending Section 1.04.065.2 (Same - Compensation) of Section 1.04.065 (Salary Of Members – Purpose) of Chapter 1.04 (City Council) of Title 1 (Administration And Personnel) of the South Gate Municipal Code increasing the City Council and the City Treasurer salary levels.

FISCAL IMPACT: The salary change recommended is proposed to become effective in December 2024. If enacted as proposed, the City Council monthly salary would increase from $790 to $1,900 per month resulting in an increase to the current City Council's combined compensation of $5,550 for all five members. In addition, the City Treasurer's salary is tied to that of the City Council per Section 1.05.065 (City Treasurer - Compensation) which voters approved in November 2000, this change would result in a monthly increase for the Treasurer of $1,110. There will be no fiscal impact due to this change for the FY2023-24 budget as the change is not to start until December of 2024. The budget proposal for FY2024-25 will include a funding request to cover this increase for the coming fiscal year.

ANALYSIS: Senate Bill 329 took effect on January 1, 2024, and provides new pay caps for California City Council members based on City population size. The City Council discussed the new $1,900 monthly cap and directed staff to take action to make a change in their pay to this new level. The City Council determined that moving the City Council and City Treasurer monthly pay to the cap would be a fair level of compensation for work expected and would provide a better financial incentive for new individuals to run for City elected positions in the future.

BACKGROUND: At the March 26, 2024 City Council Meeting, the City Council received information to consider approving a proposed ordinance amending the City Council and the City Treasurer's salary levels. At the January 9, 2024 City Council meeting, the City Council requested a report on the newly passed Senate Bill 329 legislation that sets new City Council pay caps. This new legislation was presented for discussion at the March 12, 2024, City Council meeting. The

new law took effect January 1, 2024, and was authored by Senator Bill Dodd. His explanation for supporting increased pay levels for City Council members was, "No one runs for city council to get rich. But the low levels of pay make it much harder to balance careers and personal obligations with the call to serve their community." He went on to say, "It is especially hard for working people and those from diverse or disadvantaged backgrounds. By allowing councils to adjust their maximum pay to reflect inflation, my bill will remove barriers to achieving more equitable representation in local government."

The new law is now a part of California Government Code 36516 which is attached to this report. The new caps range from $950 per month for cities with up to 35,000 in population, to $3,200 per month for cities with populations over 250,000. The cap provided for a city the size of South Gate (approximately 100,000 population), is $1,900 per month which covers cities with populations between 75,000 and 150,000.

The current pay rate for South Gate Council members is $790 per month. A rate of $600 per month was established in 1986 and changed to $650 per month in 2017. The rate was increased to $790 per month in 2022. The City Treasurer receives the same monthly amount as the City Council members.

At the March 12, 2024 City Council meeting, the City Council directed staff to pursue the adoption of an ordinance to increase the compensation for the City Council members and City Treasurer to the new cap limit of $1,900 per month. In order to enact this change, the new law provides the following guidance:

Section 36516 - 4 (G)
(1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.
(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.
(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

At the March 26, 2024 City Council Meeting, the City Council approved the proposed ordinance and directed staff to bring the ordinance back for final approval at the April 9, 2024 City Council meeting. A proposed Ordinance is attached to this report and includes findings demonstrating the need for increased compensation.

ATTACHMENT: Proposed Ordinance No. 2024-01-CC

ORDINANCE NO. 2024-01-CC

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING SECTION 1.04.065.2 (SAME - COMPENSATION) OF SECTION 1.04.065 (SALARY OF MEMBERS – PURPOSE) OF CHAPTER 1.04 (CITY COUNCIL) OF TITLE 1 (ADMINISTRATION AND PERSONNEL) OF THE SOUTH GATE MUNICIPAL CODE INCREASING THE CITY COUNCIL MONTHLY SALARY

WHEREAS, the City may, from time to time, amend the salary and benefits of the various bargaining units and/or elected officials;

WHEREAS, Senate Bill 329 took effect on January 1, 2024, and provides new pay caps for California city council members based on city population size;

WHEREAS, the purpose of Senate Bill 329 is intended to promote participation by allowing councils to adjust their maximum pay to reflect inflation and allow for greater participation by economically disadvantaged individuals in order to remove barriers to achieve more equitable representation in local government;

WHEREAS, the new law is now codified in California Government Code 36516, which is attached to this report, and reflects that for a city the size of South Gate (approximately 100,000 population), the cap is $1,900 per month which covers cities with populations between 75,000 and 150,000;

WHEREAS, it is the intent of the City Council to adopt this ordinance in advance of the next cycle of elections in November 2024, so that any candidate seeking elected office as a council member may be aware of the increased salary;

WHEREAS, the increase shall also apply to the City Treasurer, whose salary is tied to that of the City Council Members pursuant to South Gate Municipal Code 1.05.056 (City Treasurer – Compensation);

WHEREAS, pursuant to California Government Code Section 36516.4(G) the City Council shall consider the adoption of this ordinance to increase compensation in open session during at least two (2) regular meetings of the city council, such that (i) at the first meeting, the City Council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation and (ii) at least seven (7) days after the first meeting, the City Council shall hold a second meeting to consider whether to adopt the ordinance; and

WHEREAS, the current pay rate for South Gate City Council Members is $790 per month, and by reason of Senate Bill 329, shall be increased to $1,900 per month, effective pursuant to California Government Code Section 36516.5 which provides as follows: "A change

in compensation does not apply to a council member during the council member's term of office. This prohibition shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office." In the calendar year 2024, such an increase would not likely occur until December 2024, after the November 2024 election results have been certified.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and current and incorporated herein by reference, and does hereby find and determine that, by amending Chapter 1.04 of the South Gate Municipal Code providing for increased compensation, the purposes of Senate Bill 329 will be met by helping to balance careers and personal obligations with the call to serve the community by adjusting compensation for inflation, and by removing barriers to achieve more equitable representation in local government.

SECTION 2. Section 1.04.065.2 (Salary of Members- Compensation) of Chapter 1.04 (City Council) of Title 1 (Administration and Personnel) of the City of South Gate Municipal Code is hereby amended to read as follows:

Section 1.04.065.2 Salary of Members — Compensation

Each member of the council of the city of South Gate shall receive, as compensation, the sum of **Nineteen Hundred Dollars ($1,900)** per month, as prescribed in Section 36516 of the California Government Code for cities with a population of over seventy-five thousand (75,000) and up to and including one hundred fifty thousand (150,000), which shall be payable in accordance with California Government Code Section 36516.5.

SECTION 3. The City Council also readopts the benefits schedule for all elected officials of the City of South Gate in attachment "A."

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

SECTION 5. To the extent the provisions of the South Gate Municipal Code as amended by this ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 6. The City Manager and his designees are hereby authorized and directed to take all other actions which they deem reasonably necessary to carry out the intent of this ordinance.

SECTION 7. The City Clerk shall certify to the adoption of this ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

CITY MANAGER'S OFFICE
APR 04 2024
8:05 AM

Item No. 3

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **April 9, 2024**
Originating Department: **Public Works**

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

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

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

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

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

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

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

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

The proposed Resolution declares a continued emergency exists pursuant to the authority granted by South Gate Municipal Code § 1.54.470 and California Public Contract Code § 22050. Those Code Sections allow cities, by resolution, to approve the City's entry into contracts without engaging in public bidding where certain emergency conditions are found to have occurred. Staff continues to believe that the County's Order directing all construction work to be ceased on the Project, constitutes such an emergency due to the public's safety with an unfinished construction site and the need to respond accordingly to additional directives given by the County related to ensuring public safety. Staff 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. 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 provided maintenance services on the site. The site was 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. 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").

4. Submitted to the LEA the Summary of Investigations Report, Workplan of Interim Control Measures ("WICM"), Supplemental WICM and Phase II Workplan. Received

approval of the WICM and conditional approval of the Phase II Workplan. Submitted a revised WICM as requested by the LEA. Submitted the revised Phase II Workplan on April 18, 2023. On May 9, 2023, the LEA approved the Revised WICM for which the safety measures were implemented by May 12, 2023.

5. 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 (Contract No. 2023-93-CC).

7. LA Engineering has now substantially completed construction. Work completed includes backfill of overflow structure at the south wetland, north wetland slope stabilization, backfill of the reservoir, installation of three vaults adjacent to the Bandini Channel, construction of the easement road, and boarding up the education and maintenance buildings. Site lighting is pending completion.

8. Methane gas monitoring began as of June 2023 and was completed in December 2023. There were 16 probes installed throughout the site. One probe detected low traces of methane; however, the amount is below regulatory requirements. A preliminary meeting was held with the LEA to review the results and discuss next steps. The City's consultant submitted a final report on January 16, 2024. The City is awaiting comments.

9. The City is coordinating with TPL and the design consultant to revise the plans and specification to go out to bid for the remaining scope of work. An amendment to contract services will be needed in an amount to be determined. The City Manager will approve the amendment administratively.

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

The Project is being constructed on a property that was used as an unpermitted landfill until 1949 by an entity known as Southeastern Disposal and By-Products. The property site is identified in CalRecycle's Solid Waste Information System ("SWIS") as an Unpermitted Closed Solid Waste Disposal Site and SWIS No. 19-AA-5545. In 1984, the State of California Department of Health

Services, Toxic Substances Control Division concluded that the clean-up work completed effectively mitigated waste constituents to proceed with the Lewis Homes residential development project. The requirements of the PCLUP came into effect in 1988. As such, the project site is subject to State solid waste regulations that require the PCLUP before any change to the current land use, construction, or land preparation can occur.

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

Construction is currently at the 80% completion stage. Improvements that have been substantially completed include, but are not limited to, rough grading, drop inlet for storm water diversion structures in the Bandini Channel, a wetland overlook area, the stream adjacent to the education/flexible space building and wetland, south bio swale, construction of 18 raised planters, planting of 75 trees, installation of the prefabricated education center and the restroom/maintenance building, two shade structures, a water element at the playground, installation of multi-use walking and bicycle pathways, exercise equipment located at various stages along the walking and bicycle paths, benches, picnic tables, drinking fountains, trash cans, and pathway lighting.

The Project has received the listed grants.

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

ATTACHMENT: Proposed Resolution

GD:lc

RESOLUTION NO. ____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

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

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

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

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

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

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

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

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

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

1. The County's issuance of the Cease and Desist and Corrective Action Order at the current stage of the Project work, coupled with the immediate and ongoing need to perform the Maintenance Activities, has created an emergency for the City with respect to the Project; and

2. The emergency will not permit a delay resulting from a competitive solicitation for bids to perform the Maintenance Activities; and

3. The actions to be taken pursuant to the Resolutions set forth below continue to be necessary to respond to the emergency; and

4. The City is working diligently to secure the PCLUP approval. The process has been initiated; the Workplan for interim measures has been approved; a Summary of Site Investigation has been completed; and the final report has been submitted to the County.

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

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

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

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

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

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

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

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

PASSED, APPROVED and **ADOPTED** this **9th** day of **April 2024.**

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

Item No. 4

CITY MANAGER'S OFFICE
APR 04 2024
8:05 AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **April 9, 2024**

Originating Department: **Public Works**

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

SUBJECT: RESOLUTION DECLARING THE CITY'S INTENTION TO GRANT A FRANCHISE RENEWAL TO TESORO SOCAL PIPELINE COMPANY, LLC., AND SETTING A PUBLIC HEARING FOR MAY 14, 2024

PURPOSE: To declare the City's intention to grant a franchise renewal to Tesoro SoCal Pipeline Company, LLC., ("Tesoro SoCal") and set a Public Hearing for May 14, 2024, to consider the introduction of an Ordinance granting the proposed franchise agreement.

RECOMMENDED ACTIONS: The City Council will consider:

a. Adopting a Resolution declaring the City's intention to grant a ten-year franchise renewal to Tesoro SoCal Pipeline Company, LLC., to lay and use pipes, ditches, flumes, conduits and appurtenances for transmitting and distributing oil or products thereof, for any and all purposes in, along, across, upon and under the public streets, ways, alleys and places, as the same now or may hereafter exist, within the City of South Gate;
b. Approving the scheduling a Public Hearing for May 14, 2024, to consider the introduction of an Ordinance granting the proposed franchise renewal.

FISCAL IMPACT: There is no impact to the General Fund. Tesoro SoCal is required to pay the City a granting fee of $12,943 prior to the adoption of the franchise Ordinance, and if the Ordinance is approved, Tesoro SoCal will pay approximately $10,265 for the first year, which will increase annually by the Consumer Price Index (PCI). The annual fee was set based on requirements from the California Public Utilities Code.

ANALYSIS: The City regulates utility companies that have facilities that occupy the public right-of-way through franchise agreements. The City's 5-year franchise with Tesoro SoCal expired on February 26, 2024. Tesoro SoCal is requesting renewal of the franchise for the two pipelines located beneath Southern Avenue and Garfield Avenue, respectively, which was granted under Ordinance No. 2020-01-CC.

Before the City can award a franchise, the California Public Utility Code Section 6232 *et seq.*, requires the City Council to adopt a Resolution declaring its intent to grant a franchise and to schedule a public hearing at which anyone may appear and state any interest or objections. The proposed Resolution meets this requirement. More specifically, the proposed Resolution: (a) states

that the City's actions are in accordance with the California Public Utility Code; (b) identifies the franchise term (ten years), expiration date (February 26, 2034), and respective pipeline information; (c) states that terms and conditions are in accordance with California Public Utilities Code and Ordinance No. 2020-01-CC; (d) sets the amount of the franchise payment and rules and requirements under which the Tesoro SoCal franchise will be required to operate in accordance with the attached Ordinance; and (e) schedules the Public Hearing date as May 14, 2024.

The proposed Resolution is the first of three actions required by the City Council to renew the franchise. Steps needed to adopt the new Ordinance are as follows:

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

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

The most recent franchise, Ordinance No. 2020-01-CC, was adopted by the City Council on August 26, 2019, and expired on February 26, 2024. Tesoro SoCal has requested that the franchise for the Pipelines be renewed and the first step in the renewal process is the adoption of the proposed Resolution.

South Gate Municipal Code, Section 13.08.010, allows the term of the franchise to be twenty-five years. To better manage pipelines within the City, it is the practice of the City to issue franchises on a ten-year term basis in order to ensure the pipelines are well maintained. The proposed Resolution will extend the term of the franchise for an additional ten years, commencing retroactively on February 27, 2024, and expiring on February 26, 2034. Adopting the proposed Resolution to renew and extend the franchise to Tesoro SoCal is advisable for the following reasons:

- Tesoro SoCal is regulated by the California Public Utilities Commission ("Commission"). To the City's knowledge, Tesoro SoCal's use and operation of the pipelines has not violated regulations of that Commission.
- Tesoro SoCal has made timely franchise fee payments to the City.

- The proposed franchise is in accordance with California Public Utilities Code Section 6201. Processing fees and annual fees will be paid to the City if the franchise is renewed. Also, Tesoro SoCal's bond will be renewed.
- Tesoro SoCal has been conducting inspections and testing of the Pipelines using advanced inspection technologies and other best management practices.
- Evidence available to the City indicates that the Pipelines have been properly maintained by Tesoro SoCal.
    - The California Government Code (Section 51010) authorizes the State Fire Marshall to inspect the pipelines. Staff communicated with the Division Chief of the Office of the State Fire Marshall on February 12, 2024.
    - According to the State Fire Marshall, Tesoro SoCal "has been performing maintenance and inspections of the Pipelines pursuant to the California Safety Act and U.S. Code of Federal Regulations (CFR). Pursuant to CFR, a pipeline operator must inspect its pipeline at intervals of not to exceed five years. Line 034 was hydrostatically inspected on October 19 and 21, 2022, Line 080 was internally inspected on May 16, 2022, to May 20, 2022 and the Pipelines are in compliance with the requirements set forth by the Federal Department of Transportation Requirements."
    - Tesoro SoCal received a warning letter from Cal Fire on February 9, 2024, regarding incompliance of control and alarm room management. Cal Fire, along with the Pipeline and Hazardous Materials Safety Administration (PHMSA) performed the inspection. City staff have determined that this is a minor issue as Tesoro is aware and has already begun taking the necessary action to resolve the issue.
    - Most recently on March 11, 2024, Tesoro SoCal received a Notice of Violation from the Los Angeles Regional Water Quality Control Board for failure to develop a complete storm water pollution prevention plan. City staff has discussed this notice with Tesoro SoCal and has received assurances that Tesoro SoCal began taking the necessary action to resolve this violation.

ATTACHMENTS:
A. Proposed Resolution (including Exhibit A: Ordinance)
B. Ordinance No. 2020-01-CC
C. Letter from the Office of State Fire Marshall
D. Location Map

KT:lc

RESOLUTION NO. ___

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DECLARING THE CITY'S INTENTION TO GRANT A TEN-YEAR FRANCHISE RENEWAL TO TESORO SOCAL PIPELINE COMPANY, LLC., TO LAY AND USE PIPES, DITCHES, FLUMES, CONDUITS AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING OIL OR PRODUCTS THEREOF, FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS AND PLACES, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN THE CITY OF SOUTH GATE, AND SCHEDULING A PUBLIC HEARING FOR MAY 14, 2024, TO CONSIDER THE INTRODUCTION OF AN ORDINANCE GRANTING THE PROPOSED FRANCHISE RENEWAL

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

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

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

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

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

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

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

WHEREAS, Tesoro SoCal wishes to enter into a new franchise with the City of South Gate relative to the Pipelines for an additional ten years; and

WHEREAS, before the City Council can award a franchise, California Public Utility Code Section 6232 *et seq.*, requires the City Council of the City of South Gate to adopt a Resolution declaring its intent to grant a franchise and to schedule a public hearing at which all persons having any objection to the granting thereof may appear before the City Council and be heard thereon.

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 all true and correct and incorporated herein by reference.

SECTION 2. The City Council does hereby declare, in accordance with California Public Utility Code Section 6232 *et seq.*, its intent to grant a franchise renewal to Tesoro SoCal to operate and maintain Pipeline No. 034 and Pipeline No. 080 for a period of ten (10) years, commencing retroactively on February 27, 2024 and expiring on February 26, 2034.

SECTION 3. The City Council does hereby certify that the terms and conditions of the franchise will be in accordance with California Public Utilities Code Section 6201 *et seq.*, will be substantially similar to Ordinance No. 2264, and will set the franchise payment, the term, and the rules and requirements under which the Tesoro SoCal franchise will be required to operate the Pipelines. A copy of the draft proposed Ordinance is attached hereto as Exhibit "A."

SECTION 4. The City Council does hereby direct staff to notice a Public Hearing for May 14, 2024, at 6:30 p.m. in the City Council Chambers of City Hall located at 8650 California Avenue, South Gate, CA 90280, where it shall consider the introduction of an Ordinance granting the proposed franchise renewal and hear any and all comments and objections thereof.

SECTION 5. The City Clerk is hereby authorized and directed to give notice as required by law by causing a copy of this Resolution to be published in the *Los Angeles Wave*, a newspaper of general circulation within the City of South Gate, and said publication to be completed not less than fifteen (15) days after the adoption of this Resolution.

[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** this **9th** day of **April 2024.**

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

ORDINANCE NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on _____, the City Council held a duly noticed Public Hearing to introduce an Ordinance granting a ten-year term franchise to Tesoro SoCal ; and

WHEREAS, on _____, the City Council adopted Ordinance No. _____, granting a ten-year term franchise to Tesoro SoCal;

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

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

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

F) The phrase **"Pipelines and Appurtenances"** shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire.

G) The phrase **"Street"** shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

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

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

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

A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or

B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.

C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

SECTION 5: Insurance.

A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.

B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.

C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars ($10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) days' notice to cure has expired, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.

D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

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

A) An initial franchise fee of twelve thousand nine hundred forty-three dollars ($12,943.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.

B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;

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

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

C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.

D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:

(a) The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.

(b) If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.

E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars ($100) per

mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.

F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6, within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.

G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.

H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.

I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

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

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

A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;

B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its

original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;

C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;

D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;

E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1, of the Title 13 of the South Gate Municipal Code; and

F) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

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

A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application therefore.

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

SECTION 10: Emergency Equipment.

A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.

B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.

D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 11: Records.

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

B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.

C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

SECTION 12: Failure to Comply.

A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.

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

SECTION 13: Removal or abandonment of facilities.

A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of its facilities, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such

proposed abandonment or removal may be effected. He or she shall then notify the Grantee of his or her determinations.

B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.

C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

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

[Remainder of page left blank intentionally.]

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

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

PASSED, APPROVED and **ADOPTED** this **28th** day of **May 2024**.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado , Mayor

ATTEST:

By: _____
Yodit Glaze , City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

DRAFT

ORDINANCE NO. 2020-01-CC

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A) The word "City" shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

B) The word "Franchise" shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under, along, across or upon the public street, ways, alleys, and places in the City by means of pipes and appurtances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances for any and all purposes.

C) The word "Grantee" shall mean Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.

D) The phrase "Lay and Use" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate or remove.

E) The phrase "Pipeline Franchise Ordinance" shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.

F) The phrase "Pipelines and Appurtenances" shall mean one or more pipes and/or pipelines used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, water, waste water, mud and other liquid substances, together with any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire.

G) The phrase "Street" shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

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

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

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

A) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or

B) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the Franchise area, as described in Section 1(B) by voluntary agreement, or shall condemn and take the Franchise area under the power of eminent domain; or the Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise.

C) The Grantee shall, within thirty (30) days after the passage of this Ordinance granting the Franchise, file with the City Clerk a written acceptance of the terms and conditions of this Ordinance: provided, however, that as to franchises granted to the United States of America, use will constitute acceptance.

SECTION 5: Insurance.

A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.

B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division I of Title 13.

C) On or before the effective date of this Ordinance, Grantee shall file and thereafter at all times during the life of the Franchise keep on file with the City Clerk a corporate surety bond running to the City or public entity which may become entitled to the benefits herein reserved in the Franchise by virtue of future incorporations or annexations, in the penal sum of ten thousand dollars ($10,000) or such other sum as may be specifically provided for in this Ordinance granting the Franchise, with surety to be approved by the City Attorney, conditioned that Grantee shall well and truly observe, fulfill and perform each condition of the Franchise and that in case of any breach of condition of the bond after thirty (30) days notice to cure has expired, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not to be filed prior to the effective date of this Ordinance, the award of the Franchise may be set aside and this Ordinance granting the Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of Franchise shall be deemed forfeited. In the event that the bond, after it has been so filed, shall at any time during the life of the Franchise, in the reasonable opinion of the City Attorney, becomes insufficient, the Grantee agrees to renew the bond, with sureties to be approved by the City Attorney, within thirty (30) days after written notice to do so from the City Attorney.

D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond.

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

A) An initial franchise fee of eleven thousand two hundred fifty five dollars ($11,255.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance.

B) A base annual fee for times hereafter specified, in lawful money of the United States, as provided for in the Section 6231.5 of the California Public Utility Code, which annual fee shall be computed as follows;

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

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

C) For pipelines with an internal diameter not listed above, the fees shall be in the same Proportion to the fees of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.

D) The annual payment for each lineal foot of pipeline shall be computed and revised each calendar year as follows:

1. The applicable base rate shall be multiplied by the Consumer Price Index for the Los Angeles County, as published by the United States Department of Labor, Office of Information for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 128.7. Under no circumstances shall the multiplying factor be less than one.

2. If the United States Department of Labor, Office of Information, discontinues the preparation or publication of a Consumer Price Index for the Los Angeles County, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the municipality shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the municipality shall be final and conclusive.

E) Initial construction charges relative to any new Pipelines and Appurtenances laid during the term of the Franchise, shall be calculated at a rate of one hundred dollars ($100) per mile, or fraction thereof, as provided at the time and in the amounts specified in Section 13.10.040 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code.

F) Fees pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code and shall be due and payable annually during the term of the Franchise and subject to adjustment in accordance with paragraph B and D of Section 6, within three (3) months after the expiration of the calendar year. A rate of ten percent (10%) per annum, or fraction thereof beyond thirty (30) days after payment due date and following ten (10) days after receipt by Grantee of written notice of such delinquency, may be charged as additional consideration.

G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expires as provided for in Section 12.

H) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.

I) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

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

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

A) Construct, install, test, and maintain all Pipelines and Appurtenances in accordance with and in conformity with all City, County, State and Federal Ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipelines and Appurtenances;

B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portion of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;

C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;

D) Install, remove or relocate, at the request of the City and without expense to the City, any Pipelines and Appurtenances installed, used and maintained under this Franchise if and when made necessary by any lawful change of grade, alignment or width of the affected Street;

E) Construct, install, use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 Division 1, of the Title 13 of the South Gate Municipal Code; and

F) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

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

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

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

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

SECTION 10: Emergency Equipment.

A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.

B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

C) If any portion of any Street is damaged by reason of defects in any of the Pipes and Appurtenances maintained or constructed by Grantee, or by reason of any other cause attributable to or arising from the operation of any Pipes and Appurtenances constructed or maintained by Grantee, the Grantee shall, at its sole cost and expense, immediately repair all damage and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.

D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 11: Records.

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

B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.

C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine all Pipelines and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipelines and Appurtenances and/or the financial condition of the Grantee with respect thereto.

SECTION 12: Failure to Comply.

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

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

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

SECTION 13: Removal or abandonment of facilities.

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

B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the facility.

C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

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

[Remainder of page left blank intentionally.]

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

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

PASSED, APPROVED and **ADOPTED** this 10th day of March, 2020.

CITY OF SOUTH GATE:

By: _____
M. Belén Bernal, Mayor

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

ORDINANCE CERTIFICATION PAGE

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) SS

CITY OF SOUTH GATE)

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

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

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

Carmen Avalos, City Clerk
City of South Gate, California

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DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
3780 Kilroy Airport Way, Suite 500
Long Beach, California 90806
(562) 497-0350
Website: www.fire.ca.gov

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

February 9, 2024

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

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

Dear Mr. St. Amour:

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

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

EN 24-005

49 C.F.R. § 195.446 Control Room Management.
(a) ...
(e) Alarm management. Each operator using a SCADA system must have a written alarm management plan to provide for effective controller response to alarms. An operator's plan must include provisions to:
(1) …
(6) Address deficiencies identified through the implementation of paragraphs (e)(1) through (e)(5) of this section.

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Where § 195.446(e)(4) states:
(e) Alarm management. Each operator using a SCADA system must have a written alarm management plan to provide for effective controller response to alarms. An operator's plan must include provisions to:
(1) …
(4) Review the alarm management plan required by this paragraph at least once each calendar year, but at intervals not exceeding 15 months, to determine the effectiveness of the plan.

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

EN 24-006

49 C.F.R. § 195.446 Control Room Management.
(a) …
(h) Training. Each operator must establish a controller training program and review the training program content to identify potential improvements at least once each calendar year, but at intervals not to exceed 15 months. An operator's program must provide for training each controller to carry out the roles and responsibilities defined by the operator. In addition, the training program must include the following elements:
(1) …
(6) Control room team training and exercises that include both controllers and other individuals, defined by the operator, who would reasonably be expected to operationally collaborate with controllers (control room personnel) during normal, abnormal or emergency situations. Operators must comply with the team training requirements under this paragraph no later than January 23, 2018.

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

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EN 24-007

49 C.F.R. § 195.446 Control Room Management.
(a) …
(j) Compliance and deviations. An operator must maintain for review during inspection:
(1) Records that demonstrate compliance with the requirements of this section.

1. **Where § 195.446(b)(4) states:**
   (b) Roles and responsibilities. Each operator must define the roles and responsibilities of a controller during normal, abnormal, and emergency operating conditions. To provide for a controller's prompt and appropriate response to operating conditions, an operator must define each of the following:
   (1) …
   (4) A method of recording controller shift-changes and any hand- over of responsibility between controllers.

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

2. **Where § 195.446(e)(3) states:**
   (e) Alarm management. Each operator using a SCADA system must have a written alarm management plan to provide for effective controller response to alarms. An operator's plan must include provisions to:
   (1) …
   (3) Verify the correct safety-related alarm set-point values and alarm descriptions when associated field instruments are calibrated or changed and at least once each calendar year, but at intervals not to exceed 15 months.

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

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

3. **Where § 195.446(h) states:**
(h) Training. Each operator must establish a controller training program and review the training program content to identify potential improvements at least once each calendar year, but at intervals not to exceed 15 months. An operator's program must provide for training each controller to carry out the roles and responsibilities defined by the operator. In addition, the training program must include the following elements:
(1) Responding to abnormal operating conditions likely to occur simultaneously or in sequence;
(2) Use of a computerized simulator or non-computerized (tabletop) method for training controllers to recognize abnormal operating conditions;
(3) Training controllers on their responsibilities for communication under the operator's emergency response procedures;
(4) Training that will provide a controller a working knowledge of the pipeline system, especially during the development of abnormal operating conditions;
(5) For pipeline operating setups that are periodically, but infrequently used, providing an opportunity for controllers to review relevant procedures in advance of their application; and
(6) Control room team training and exercises that include both controllers and other individuals, defined by the operator, who would reasonably be expected to operationally collaborate with controllers (control room personnel) during normal, abnormal or emergency situations. Operators must comply with the team training requirements under this paragraph no later than January 23, 2018.

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

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

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EN 24-008

49 C.F.R. § 195.446 Control Room Management.
(a) …
(j) *Compliance and deviations.* An operator must maintain for review during inspection:
(1) …
(2) Documentation to demonstrate that any deviation from the procedures required by this section was necessary for the safe operation of the pipeline facility.

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

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

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

Sincerely,

DocuSigned by:
James Hosler
980F8D3AE95C42E...

JAMES HOSLER
Assistant Deputy Director
Chief of Pipeline Safety and CUPA Programs

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

Los Angeles Regional Water Quality Control Board

March 11, 2024

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

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

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

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

NOTICE OF VIOLATION: FAILURE TO DEVELOP A COMPLETE STORMWATER POLLUTION PREVENTION PLAN – VINVALE MARKETING TERMINAL, 8601 SOUTH GARFIELD AVENUE, SOUTH GATE, CALIFORNIA 90280, WDID 4 19I024234

Dear Angela Brown:

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

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

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

SWPPP Violations:

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

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

The Permittee is required to take the following actions:

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

not apply to the Facility:

A. Specify the industrial materials used that may be exposed to stormwater runoff and the pollutant parameters that are associated with the industrial materials, then describe potential exposure pathways and degree of exposure to stormwater in these areas (Amended General Permit Section X.G.2.a).

B. Upon identifying the drainage areas with no exposure to industrial activities and materials (Amended General Permit Section X.G.2.c), describe any industrial activities or materials that are present in that drainage area and specify the pollutant parameters that are associated with the industrial materials and activities in these areas.

C. Conclude the assessment with a statement on whether additional sampling parameters should be included in the Facility's monitoring program based on presence or absence of pollutants related to the applicable TMDL (Amended General Permit Sections XI.B.6.e).

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

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

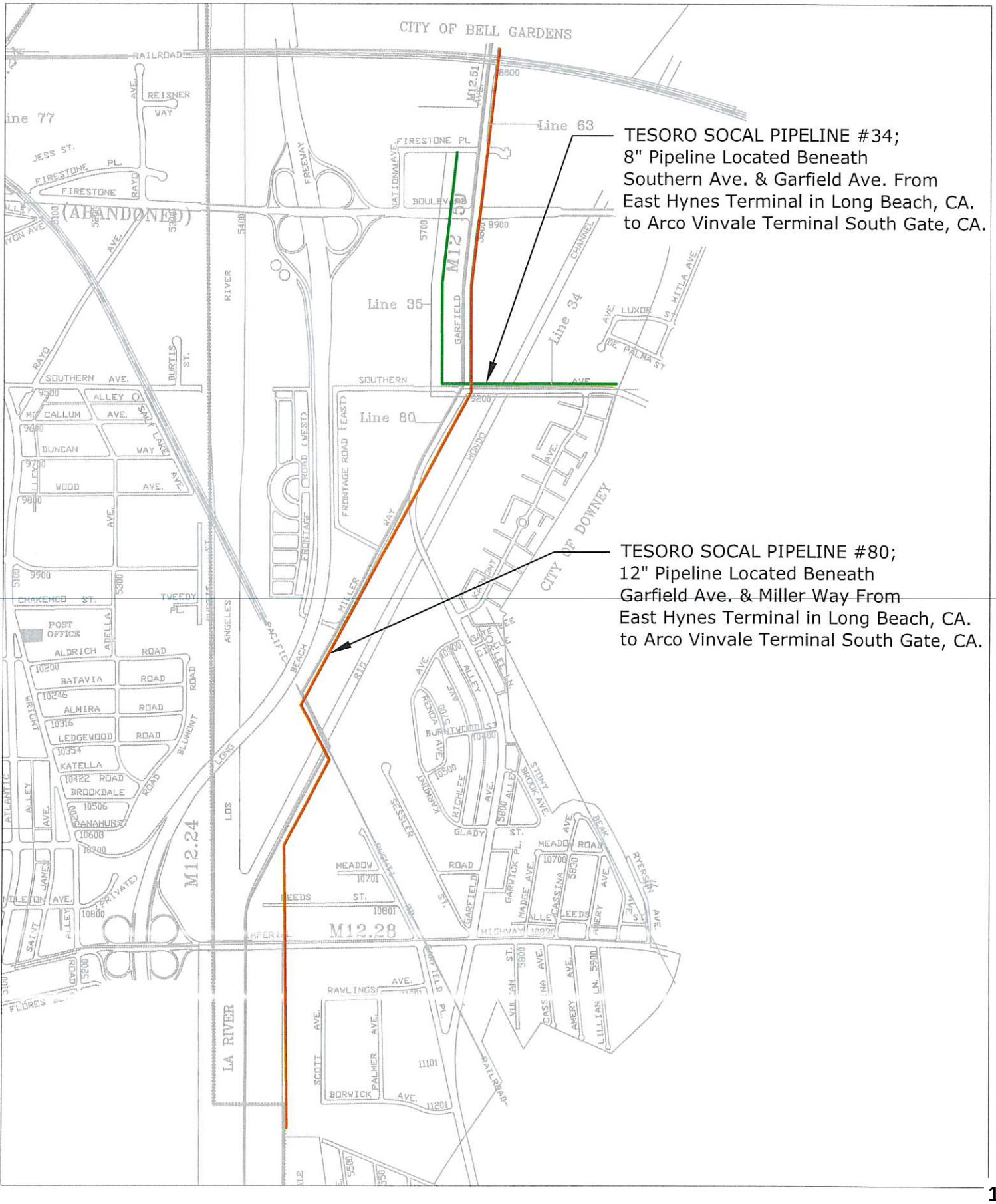
If the Permittee needs assistance or has questions, please contact Lydia Kim at (213) 620-2695, via email at lydia.kim@waterboards.ca.gov or Pavlova Vitale at (213) 576-6751, via email at pavlova.vitale@waterboards.ca.gov.

Sincerely,

Russ Colby
Acting Assistant Executive Officer

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

CITY OF SOUTH GATE
TESORO SOCAL PIPELINE COMPANY, LLC. LINES



CITY MANAGER'S OFFICE

APR 04 2024
8:05 AM

Item No. 5

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **April 9, 2024**
Originating Department: **Public Works**

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

SUBJECT: RESOLUTION TERMINATING CONTRACT NO. 2022-84-CC WITH NR DEVELOPMENT, INC. FOR DEFAULT PER THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR THE HOLLYDALE COMMUNITY PARK, CITY PROJECT NO. 607-PRK

PURPOSE: To terminate Contract No. 2022-84-CC ("Agreement") between the City of South Gate and NR Development, Inc. ("NR Development") for default per Section 6-7 ("Termination of the Contract for Default") of the 2021 Standard Specifications for Public Works Construction ("Greenbook") for the construction of the Hollydale Community Park Project, City Project No. 607-PRK ("Project"), effective April 9, 2024.

RECOMMENDED ACTIONS: The City Council will consider:

a. Adopting a Resolution to terminate Contract No. 2022-84-CC between the City of South Gate and NR Development, Inc., for default effective April 9, 2024, for the Hollydale Community Park Project, City Project No. 607-PRK;
b. Directing the Mayor to execute a document in a form acceptable to the City Attorney advising NR Development, Inc., and the bonding company that the Agreement has been terminated for default; and
c. Authorizing the City Manager, or his designee, to execute any related documentation in pursuit of the City's remedies against NR Development, including its bonding company in an effort to complete the Project including, but not limited to, the retention of a successor contractor.

FISCAL IMPACT: There is no impact to the General Fund. Termination of the Agreement will not require the City to compensate NR Development, Inc. since they have been compensated for work completed to date. Since the City has declared the contractor to be in default under its Agreement for the Project, the City has the right to charge NR Development liquidated damages starting October 27, 2023, at an amount of $1,000 per working day as stipulated in the Agreement documents which amount to $118,000 as of April 9, 2024. The Project has received a total of $6,043,452 in grant funds, of which approximately $1,707,904 (about 34%) remain available, be utilized to fund Project costs associated with terminating the Agreement and completing the construction of the Project under a new agreement.

ANALYSIS: On September 27, 2021, the City Council approved Contract No. 2022-84-CC with NR Development in the amount of $4,899,816 for the construction of the Project. The initial approved construction schedule required construction to begin on November 2, 2022 and to be completed by September 5, 2023. Unfortunately, NR Development was unable to complete construction and has abandoned the job site.

Section 6-7 of the Greenbook permits the City to terminate the Agreement when the contractor fails to cure a default related to the contractor's obligations. Section 6-7 specifies general categories of default, provides for specified notices to be delivered by the City and sets forth obligations of the surety. As reflected below, City staff complied with the requisite notices setting forth the nature of default by NR Development, and its subsequent failure to cure.

Accordingly, City staff recommends the City Council declare NR Development to be in default under its Agreement for the Project and to exercise appropriate remedies, which includes making a claim under the performance bond provided to the City by NR Development in connection with the Project. City staff took reasonable steps in compliance with Section 6-7 in advance of making this recommendation.

- On October 11, 2023, the City stated its concern regarding the prosecution of work on the Project, because the completion deadline of October 26, 2023, was only two weeks away. The City requested a recovery schedule from NR Development. NR Development never provided the City with the recovery schedule.

- On October 19, 2023, the City emailed the Notice to Cure letter to NR Development to prosecute the work in a timely manner. NR Development initially complied with the request prosecuted work at an acceptable level for an estimated two to three weeks. Thereafter, their performance declined dramatically.

- On December 12, 2023, the City submitted a Notice of Liquidated Damages notifying NR Development that it had accrued 30 days in Liquidated Damages.

- On January 5, 2024, NR Development submitted a letter to the City committing to finishing the remaining work on the Project.

- On January 15, 2024, and for the next six consecutive working days, the City witnessed no activity on the Project site. However, on January 23, 2024, the City visited the job site and found that NR Development sent one laborer to install sections of the irrigation line for a few hours. There was no further activity on site thereafter.

- In spite of NR Development's commitment to complete the Project, the City had witnessed a very low level of production and for the last 16 consecutive working days. There was no activity on the job site from January 24 to February 14, 2024.

- On February 14, 2024, the City notified NR Development that it had incurred 80 working days of Liquidated Damages owing to the City, and it must complete all remaining improvements per Agreement documents and as directed by the City Engineer no later than March 29, 2024.

- NR Development failed to meet the March 29th deadline. As of March 29, 2024, the City had not seen any construction activity on the Project site since January 24, 2024. It is apparent to the City that NR Development did not make any effort to meet this deadline.

Despite repeated requests from the City to NR Development to continue progressing on the work for the Project in a diligent and acceptable manner, NR Development has failed to do so. It has not made a good faith effort to provide sufficient resources to finalize the remaining scope of work in a timely manner. This noncompliance has resulted in substantial financial damages to the City due to the delay. The City is suspending construction activities at the Project site after NR Development has failed to fulfil its contractual obligations, comply with Plans and Specifications, and has not performed any construction on the Project within the last 11 weeks.

The accrual of additional financial damages can be minimized by terminating Contract No. 2022-84-CC as soon as possible and resuming the Project under a new construction agreement in coordination with the bonding company. As such, City staff recommends the City Council declare the contractor to be in default under its Agreement for the Project.

BACKGROUND: The Project is budgeted in the Capital Improvement Program. The improvements proposed include a 1,700 square-foot building, storm water chambers, playground, synthetic turf, sand and water play area, basketball court shade structures, a new irrigation system, decomposed granite, park bench and picnic tables, permeable pavers, concrete flat work, and other miscellaneous park amenities. The construction on the Project is currently at about 80% completion.

NR Development was awarded a construction Agreement to complete the Project and has abandoned the job site. It is estimated that NR Development completed 80% or less of the required Agreement work before abandoning the Project.

It is uncertain how long it will take to complete construction of the Project. The City will be discussing with the bonding company to outline the process and schedule for construction completion.

The Project has received the listed grants construction:

Grants	Amount
Prop A	$285,000
Rendon Fund	$1,600,000
State Parks- Prop. 68 Grant	$4,158,452
Total	**$6,043,452**

ATTACHMENTS: A. Proposed Resolution
B. Contract No. 2022-84-CC
C. Change Order Nos. 1 and 2
D. Greenbook, Section 6-7

ES:lc

RESOLUTION NO. ____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, TERMINATING CONTRACT NO. 2022-84-CC WITH NR DEVELOPMENT, INC. FOR DEFAULT PER SECTION 6-7 (TERMINATION OF THE CONTRACT FOR DEFAULT) OF THE 2021 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) FOR THE CONSTRUCTION OF THE HOLLYDALE COMMUNITY PARK PROJECT, CITY PROJECT NO. 607-PRK

WHEREAS, the Hollydale Community Park Project, City Project No. 607-PRK ("Project") is a part of the Capital Improvement Program and has received over $6 million in grant funds;

WHEREAS, on September 27, 2021, the City Council approved Contract No. 2022-84-CC ("Agreement") with NR Development, Inc. ("NR Development") in the amount of $4,899,816 for the construction of the Project. The initial approved construction schedule required construction to begin on November 2, 2022 and to be completed by September 5, 2023;

WHEREAS, construction began on November 2, 2022, and has now reached approximately 80 percent completion. Two Agreement change orders have been approved for a total of $135,791.86. The revised Agreement amount is $5,035,607.86;

WHEREAS, NR Development has failed to fulfill its contractual obligations to comply with plans and specifications, has not performed any construction on the Project within the last 11 weeks and failed to comply with City's directive to complete the Project by March 29, 2024;

WHEREAS, the City has suspended its construction management and inspection services on the Project due to inactivity from NR Development;

WHEREAS, as of March 29, 2024, NR Development has entered its 118th day without any activities and currently has incurred $118,000 in liquidated damages owed to the City. The City has determined that it is in its best interest to terminate Contract No. 2022-84-CC as soon as possible, to mitigate the financial impact of that order on the Project by stopping the daily incurrence of those delay costs;

WHEREAS, Section 6-7 of the Greenbook permits the City to terminate the Agreement when the contractor fails to cure a default related to the contractor's obligations. Section 6-7 specifies general categories of default, provides for specified notices to be delivered by the City and sets forth obligations of the surety;

WHEREAS, City staff complied with the requisite notices setting forth the nature of default by NR Development, and its subsequent failure to cure; and

WHEREAS, the City has declared NR Development to be in default under its Agreement for the Project and seeks to exercise appropriate remedies, which include termination of that Agreement and making a claim under the performance bond provided to the City by NR Development in connection with the 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 and findings are true and correct and incorporated herein by reference.

SECTION 2. Pursuant to the authority provided by Contract No. 2022-84-CC, the City Council hereby finds NR Development, Inc. to be in default under Contract No. 2022-84-CC, hereby terminates Contract No. 2022-84-CC for default, and hereby authorizes the Mayor to execute a document in a form acceptable to the City Attorney advising NR Development, Inc. of such termination.

SECTION 3. The City Council does hereby delegate authority to the City Manager, or his designee, to execute any related documentation in pursuit of the City's remedies against NR Development, including its bonding company, in an effort to complete the Project including but not limited to the retention of a successor contractor.

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

PASSED, APPROVED and **ADOPTED** this **9th** day of **April 2024.**

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

AGREEMENT FOR HOLLYDALE COMMUNITY PARK IMPROVEMENT PROJECT, CITY PROJECT NO. 607-PRK, BETWEEN THE CITY OF SOUTH GATE AND NR DEVELOPMENT, INC.

This Agreement for the **Hollydale Community Park Improvement Project, City Project No. 607-PRK (The Park)** ("Agreement"), is made and entered into on September 27, 2022, by and between the City of South Gate, a municipal corporation ("City"), and **NR Development, Inc.**, a California corporation, License No. 3692581 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. ____, which involves the **Park, City Project No. 607-PRK.**

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by City.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Four Million Eight Hundred Ninety-Nine Thousand Eight Hundred Sixteen Dollars and Twenty-Four Cents ($4,899,816.24)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between the City and the Contractor, are enumerated as follows: the Notice Inviting Bids, the Instructions to Bidders, the Accepted Proposal, the Bid Schedule(s), the List of Subcontractors, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement, the Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit, the Specifications, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works, and shall complete all work within ninety (90) calendar days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on **September 27, 2022.**

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

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: 10/26/2022

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

NR Development, Inc.

By: _____, Danielle Bogdanovich, Vice President
Name, Title

Dated: 10/13/22

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On Oct 13, 2022, before me, Alejandra Fernandez, Notary Public,

personally appeared Danielle Bogdanovich

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

ALEJANDRA FERNANDEZ
COMM. #2284926
Notary Public - California
Los Angeles County
My Comm. Expires May 9, 2023

PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE Alejandra Fernandez

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED: 10/13/22

NR DEVELOPMENT, INC.
Contractor

By: Daniell B, Danielle Bogdanovich
Name

Vice President
Title

ATTEST:

By: Daniell B Danielle Bogdanovich
Signature

Vice President
Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.

2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.

3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.

4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.

5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.

6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

   Minimum Scope of Insurance

   Coverage shall be at least as broad as:

   1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).

   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

   3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

   4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.

2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

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

Executed in 2 original counterparts

BOND NUMBER: 4532016 - final bond premium may change based upon the final contract value

HOLLYDALE COMMUNITY PARK IMPROVEMENT PROJECT, CITY PROJECT NO. 607-PRK

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded to **NR Development, Inc.**, ("Contractor" herein) a Contract for:

THE CONSTRUCTION OF HOLLYDALE COMMUNITY PARK IMPROVEMENT PROJECT, CITY PROJECT NO. 607-PRK; and

WHEREAS, said Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and GREAT AMERICAN INSURANCE COMPANY as Surety, are held and firmly bound unto the City in the penal sum of Four Million* ($ **) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

*Eight Hundred Ninety-Nine Thousand Eight Hundred Sixteen and 24/100
** $4,899,816.24

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR NAME:

By: Daniell B Daniell Bogdanovich
Name

Title: Vice President

NR DEVELOPMENT, INC.

12731 LOS NIETOS RD.
SANTA FE SPRINGS, CA 90670
(Type address of Contractor)

GREAT AMERICAN
INSURANCE COMPANY
(Type name of Surety)

750 THE CITY DRIVE, SUITE 470,

ORANGE, CA 92868
(Type address of Surety)

By: PHILIP E. VEGA
(Signature of authorized officer)

ATTORNEY-IN-FACT
(Title of officer)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA KEVIN VEGA BRITTON CHRISTIANSEN MYRNA F. SMITH	ALL OF COVINA, CALIFORNIA	ALL $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER, 2017.

Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 29TH day of NOVEMBER, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-16-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of SEPTEMBER, 2022

Assistant Secretary

S1029AF (06/15)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 9/29/22 before me, Monica Blaisdell, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Philip E. Vega
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MONICA BLAISDELL
COMM #2324250
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Mar. 26, 2024

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Monica Blaisdell
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On Oct 13, 2022, before me, Alejandra Fernandez, Notary Public,

personally appeared Danielle Bogdanovich

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

ALEJANDRA FERNANDEZ
COMM. #2284926
Notary Public - California
Los Angeles County
My Comm. Expires May 9, 2023

NRO1 NRO1

WITNESS my hand and official seal

SIGNATURE

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Bond

Document Date: Number of Pages:

Signer(s) Other than Named Above:

executed in 2 original counterparts

BOND NUMBER: 4532016

HOLLYDALE COMMUNITY PARK IMPROVEMENT PROJECT, CITY PROJECT NO. 607-PRK

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to **NR Development, Inc.**, ("Contractor" herein) a Contract for the work described as follows:

THE CONSTRUCTION OF HOLLYDALE COMMUNITY PARK IMPROVEMENT PROJECT, CITY PROJECT NO. 607-PRK

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of Four Million*($ **) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on SEPTEMBER 29, 2022.

* Eight Hundred Nine-Nine Thousand Eight Hundred Sixteen and 24/100
** $4,899,816.24

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR:

NR DEVELOPMENT, INC.

By: Daniell Bogdanovich
Name

Title: Vice President

NR DEVELOPMENT, INC.

12731 LOS NIETOS RD.
SANTA FE SPRINGS, CA 90670
(Type address of Contractor)

GREAT AMERICAN
INSURANCE COMPANY
(Type name of Surety)

750 THE CITY DRIVE, SUITE 470,

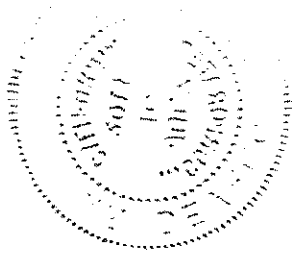
ORANGE, CA 92868
(Type address of Surety)

By: PHILIP E. VEGA
(Signature of authorized officer)

ATTORNEY-IN-FACT
(Title of officer)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER , 2017 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29TH day of NOVEMBER , 2017 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of SEPTEMBER , 2022

Assistant Secretary

S1029AF (06/18)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 9/29/22 before me, Monica Blaisdell, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Philip E. Vega
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Monica Blaisdell
Signature of Notary Public

MONICA BLAISDELL
COMM #2324250
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Mar. 26, 2024

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On Oct 13, 2022, before me, Alejandra Fernandez, Notary Public,

personally appeared Danielle Bogdanovich

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

ALEJANDRA FERNANDEZ
COMM. #2284926
Notary Public - California
Los Angeles County
My Comm. Expires May 9, 2023

PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA)
) SS.
COUNTY OF Los Angeles)

Danielle Bogdanovich being first duly sworn, deposes and says that he is Vice President of NR Development, Inc. (sole owner, a partner, president, etc.) Vice President the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed Danielle Bogdanovich
Danielle Bogdanovich

Vice President
Title

Subscribed and sworn to before me this _____ day of_____, 2022.

Notary Public

(Attach Notary Certificate)

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 13 day of Oct,

2022 by Danielle Bogdanovich,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature (Seal)

ALEJANDRA FERNANDEZ
COMM. #2284926
Notary Public - California
Los Angeles County
My Comm. Expires May 9, 2023

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Aff
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

Additional Information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

ADDENDUM NO. 1
TO AGREEMENT FOR CONSTRUCTION AT
HOLLYDALE COMMUNTIY PARK
CITY PROJECT NO. 607-PRK

THIS ADDENDUM NO. 1 ("**Addendum**") is hereby made a part of the above-referenced agreement ("**Contract**") between the City of South Gate ("**City**") and NR Development, Inc. ("**Contractor**"). This Addendum constitutes one of the Contract Documents identified in Article III of the Contract. All capitalized terms used in this Addendum shall have the same meanings ascribed to them in the Contract, unless otherwise defined herein. The agreements set forth in this Addendum are intended to and shall have the same force and effect as if set forth at length in the Contract.

The City and Contractor hereby agree that the prices specified in the Contract Documents for the following Bid Items will fully compensate Contractor for performance of the work specified in those bid items, as clarified in paragraph nos. 1 through 6 below:

1. Bid Item No. 3: "Demolition and Site Clearing" includes all necessary demolition in conflict with site improvements and per the Project plans and specifications. No additional compensation will be given for demolition items within the captured dashed line on the demolition plan. No additional compensation will be made for any work related to this bid item.

2. Bid Item No. 4: "Excavation including Export" includes the excavation, export, and disposal of the asphalt concrete pavement in the structural section on the street and all asphalt concrete that is to be removed. This also includes the asphalt concrete pavement that is inside the park area that was previously used as patch work. No additional compensation will be made for any work related to this bid item.

3. Bid Item No. 28: "Electrical" means all electrical and lighting work for the Project. Including but not limited to the following: (a) all electrical work shown on the Civil, Architectural, Structural, and Mechanical plans, for the entire Project; (b) site lighting, building lighting, and all other lighting work on the Project; and (c) any and all other electrical work as described in the Project specifications. Work under this bid item shall include performing all work related to the electrical work including but limited to furnishing all labor, equipment, tools, materials, and services to complete the electrical work per the Contract Documents. This also includes all work to comply with all provisions of Title 24 requirements as described in the Contract Documents. No additional compensation will be made for any work related to this bid item.

4. Bid item No. 48: This bid had a discrepancy. "Double Swing Entry Gates-Includes Decorative Aluminum Cut Panels", will be paid for as a unit cost of $20,046 per set. A total of 3 sets are required and therefore, the total amount to be paid is $60,138, as indicated on the bid schedule. Each set will not be paid at the unit cost of $60,138 as indicated in the bid. No additional compensation will be made for any work related to this bid item.

6. Bid Items 28 – 77 and Bid Item A1 shall include furnishing all labor, equipment, tools, materials and services necessary to install and complete each bid item per the Contract Documents. Payment for each item shall be per the Standard Specifications for Public Works Construction. No additional compensation will be made for any work related to these bid items.

6. All Lump Sum items in any bid item (whether listed above or not) shall be paid either per an approved Schedule of Values or per the Standard Specifications for Public Works Construction. No additional compensation will be made for any work related to these bid items.

To the extent that any terms or provisions of this Addendum are inconsistent with any of the terms or provisions of those in any of the other Contract Documents, the terms and provisions of this Addendum shall prevail and control for all purposes.

Except as specifically modified or supplemented by this Addendum, all provisions of the Contract Documents shall remain in full force and effect.

"City"
City of South Gate

By: _____
Al Rios, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

"Contractor"
NR Development, Inc.,
a California corporation

By: Daniell B

Name: Danielle Bogdanovich

Title: Vice President
[first signature must be that of the Chairman of the Board, President, or Vice President]

By: _____

Name: _____

Title: _____
[second signature must be that of the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer]

DEVELOPMENT INC
A CONSTRUCTION COMPANY
12307 Woodruff Avenue, Downey, CA. 90241
PHONE: (562) 607-1208; Fax: (562) 746-0346

RESOLUTION OF BOARD OF DIRECTORS
DATED October 13, 2022

Whereas, at a duly executed meeting of the Board of Directors of NR Development, Inc. existing under the laws of the State of California, did adopt the following as amendments to the previous discussions held on August 3, 2022:

IT WAS RESOLVED THAT: Danielle Bogdanovich shall be duly authorized to endorse checks, drafts, or other evidences of indebtedness made payable to the corporation, but only for the purpose of deposit, and all checks, drafts, and other instruments obligating the corporation to pay money, including instruments payable to officers or other persons authorized to sign them, shall be signed on the corporation's behalf by the president or the chief financial officer.

Executing Corporate Contracts, construction bids, request for proposals, and all other pertinent documents as it pertains to the corporation. Except as otherwise provided in the articles or in these bylaws, the board of directors by this resolution authorizes Danielle Bogdanovich to enter into any contract or to execute any instrument in the name of and on behalf of the corporation. This authority may be general or it may be confined to one or more specific matters. No officer, agent, employee, or other person purporting to act on behalf of the corporation shall have any power or authority to bind the corporation in any way, to pledge the corporation's credit, or to render the corporation liable for any purpose or in any amount, unless that person was acting with authority duly granted by the board of directors as provided in the bylaw s, or unless an unauthorized act was later ratified by the corporation.

Construction of Hollydale Community Park City Project No. 607-PRK. The board of directors by this resolution authorizes Danielle Bogdanovich to enter into any contract or to execute any instrument in the name of and on behalf of the corporation for the above-mentioned entity.

The directors have authorized the above resolution dated this **13** day of **October, 2022** in the State of California.

Narek Nadzharyan: _____, Title: President

Attachment C

RECEIVED

JUN 21 2023

CITY OF SOUTH GATE
ADMINISTRATIVE SERVICES
DEPARTMENT

City of South Gate, Public Works Department

Contract Change Order

Date: 6/12/2023 Change Order No. 02

Account No. 311-790-61-9220

Contractor: NR Development Inc.

Contract No. 2022-84-CC

Contract Date: 11/27/2022

Account Code

Plan Reference : Hollydale Coomunity Park, City Project No. 607-PRK

Change Order Amount : $80,426.74 Extension of Contract: Time Differred

Reason for Change: Changes to plans to properly complete the building and site design.

Description of Change: Install the followings: Privacy Screen; COR 024, Structural Framing; COR 022, Chain Link Fence Re-Installation; COR 20,Community Building Fire Sprinkler (Credit); COR 018, Building Amenities; COR 017R1, PVC vs. EMT pipes (Credit); COR 015, Cladded Columns; COR 011, Palm Tree Removals; COR 009, Colored Concrete; COR 008, Light Standard Adjustment; COR 007, Construction North Property Wall; COR 006R1

Note: See attached for Change Order Details.

Original Contract Amount	$ 4,899,816.00
Total of previous authorized Change Orders	$ 55,365.12
New Change Order Amount	$ 80,426.74
New Contract Amount	$ 5,035,607.86

Approved: 6/21, 2023

Project Engineer; Elias Salkaly, P.E.

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

City Manager; Chris Jeffers Date

Danielle Bogdanovich

Contractor: NR Development Inc. Date: 6/20/23

Construction Manager Date:

Original - Project File

CC: - Contractor
- Department

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT

CONTRACT/PO CHANGE ORDER

CHANGE ORDER #: 2
CITY PROJECT #: 607-PRK
PROJECT TITLE: Hollydale Community Park
PURCHASE ORDER #: 0007262
CONTRACT #: 2022-84-CC
CHANGE REQUESTED BY: Elias Saikaly
CONTRACTOR: NR Development Inc.
DATE OF REPORT: June 12-2023

	Cost	Calendar Days
Original Contract/PO Amount:	$ 4,899,816.00	
Previous Change Orders Amount:	$ 55,365.12	
This Change Order Amount:	$ 80,426.74	
Total Increase to Contract (all change orders) to Date:	$ 135,791.86	
Revised Total Contract Amount:	$ 5,035,607.86	
Percentage of Total Increase (or decrease) to Contract Amount to Date:	2.77%	

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid item Quantities

Item #	Detailed description	Contract Quantity	Previous Change Order Quantity	This Change Order Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Extension Working Days
1	**Install the followings: Privacy Screen; COR 024, Structural Framing; COR 022, Chain Link Fence Re-Installation; COR 20, Community Building Fire Sprinkler (Credit); COR 018, Building Amenities; COR 017R1, PVC vs. EMT pipes (Credit); COR 015, Cladded Columns; COR 011, Palm Tree Removals; COR 009, Colored Concrete; COR 008, Light Standard Adjustment; COR 007, Construction North Property Wall; COR 006R1**	0	0	1.00	1.00	1	LS	$80,426.74	TBD
2		0	0	1.00	1.00	1			
3		0	0	1.00	1.00	1			

Total Cost: $80,426.74

THE TOTAL AMOUNT OF THIS CHANGE ORDER IS: $80,426.74

Approval Recommended by:
Elias Saikaly, P.E. Project Manager
Date: 6/21/2023

Approved by:
Arturo Cervantes, Assistant City Manager/Director of Public Works
Date: 6/21/23

Approved by:
Kristopher Ryan; Director of Administrative Services
Date: 6-23-23

RECEIVED
JUN 21 2023
CITY OF SOUTH GATE
ADMINISTRATIVE SERVICES
DEPARTMENT

Hollydale Community Park
Approved CORs
City of South Gate

Approved CORs

COR 024	$	9,532.81
COR 022	$	5,265.21
COR 020	$	3,915.11
COR 018	$	(12,789.00)
COR 017R1`	$	34,448.08
COR 015	$	(327.15)
COR 011	$	4,704.23
COR 009	$	3,895.03
COR 008	$	2,984.60
COR 007	$	6,020.00
COR 006R1	$	22,777.82
Total	**$**	**80,426.74**

City of South Gate, Public Works Department

Contract Change Order

Date: 2/03/2023 Change Order No. 01

Account No. 311-790-61-9220

Contractor: NR Development Inc.

Contract No 2022-04-CC

Contract Date: 11/27/2022

Account Code

Plan Reference : Hollydale Community Park, City Project No. 607-PRK

Change Order Amount : $55,365 Extension of Contract: No Additional Days

Reason for Change: Replace about 6,408 SF of Decomposed Granite with Rubber Surfacing per Additive Alternate Bid A1 in Bid Schedule. Payment for the Rubber Surfacing shall be per actual square footage measured in the field at the unit cost as shown on the Bid Schedule.

Calcs.: 6,408 SF of Rubber Surfacing @$18.00 per SF = $115,349
Less 6,408 SF of DG @ $9.36 per SF = $59,978.88
Net Pay for this Change Order: $115,349 - $59,978.88 = $55,365.12

Description of Change: Construct poured in place EPDM Rubber Surfacing on a 4" concrete base as shown on the plans. Final Quantities shall be per final field measurement.

Original Contract Amount	$ 4,899,816.00
Total of previous authorized Change Orders	$ -
New Change Order Amount	$ 55,365.12
New Contract Amount	$ 4,955,181.12

The Changes described above are hereby authorized.

Approved: 2 , 20

Project Engineer, Elias Saikaly, P.E.

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

City Manager, Chris Jeffers Date

Contractor: NR Development Inc.

Construction Manager Date:

Original - Project File
CC: - Contractor
- Department

CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT

CONTRACT/PO CHANGE ORDER

CHANGE ORDER #: 1
PROJECT TITLE: Hollydale Community (Park
CONTRACT #: 2022-84-CC
CONTRACTOR: NR Development Inc.

RECEIVED
MAY 03 2023
CITY OF SOUTH GATE
ADMINISTRATIVE SERVICES
DEPARTMENT

CITY PROJECT #: 607-PRK
PURCHASE ORDER #: 0007262
CHANGE REQUESTED BY: Elias Saikaly
DATE OF REPORT: April 27-2023

	Cost	Calendar Days
Original contract/PO amount:	$ 4,899,816.00	
Previous Change Orders amount:	0.00	
This Change Order amount:	$ 55,365.12	
Total increase to contract (all change orders) to date:	$ 55,365.12	*
Revised total contract amount:	$ 4,955,181.12	*
Percentage of total increase (or decrease) to contract amount to date:		

DESCRIPTION OF CHANGE ORDER WORK TO BE PERFORMED, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Change in Bid item Quantities

Item #	Detailed description	Contract Quantity	Previous Change Orders Quantity	THIS Change Orders Quantity	Total Adjusted Contract Quantity	Unit	Unit Cost	Change Order Cost	Time Extension Working Days
1	**Replace about 6,408 SF of Decomposed Granite with Rubber Surfacing per Additive Alternate Bid A1 in Bid Schedule. Payment for the Rubber Surfacing shall be per actual square footage neasured in the field at the unit cost as shown on the Bid SchReplace about 6,408 SF of Decomposed Granite with Rubber Surfacing per Additive Alternate Bid A1 in Bid Schedule. Payment for the Rubber Surfacing shall be per actual square footage neasured in the field at the unit cost as shown on the Bid Schedule.**	0	0	1.00	1.00	1	LS	$55,365.12	0
2		0	0	1.00	1.00	1			
3		0	0	1.00	1.00	1			

Total Cost: $55,365.12

THE TOTAL AMOUNT OF THIS CHANGE ORDER IS: $55,365.12

Approval Recommended by: _____ Date: 4/27/2023
Elias Saikaly, P.E. Project Manager

Approved by: _____ Date: 5/2/23
Arturo Cervantes, Assistant City Manager/Director of Public Works

Approved by: _____ Date: 5-4-23
Kristpher Ryan; Director of Administrative Services

CITY MANAGER'S OFFICE

JAN 18 2023

12:10pm

Item No. 13

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **January 24, 2023**
Originating Department: **Public Works**

Department Director: *Arturo Cervantes* ***City Manager:*** *Chris Jeffers*

SUBJECT: CONTRACT CHANGE ORDER NO. 1 TO CONTRACT NO. 022-84-CC WITH NR DEVELOPMENT, INC., FOR THE CONSTRUCTION OF HOLLYDALE COMMUNITY PARK, CITY PROJECT NO. 607-PRK

PURPOSE: To approve Contract Change Order ("CCO") No. 1 to Contract No. 022-84-CC for the Hollydale Community Park which is currently under construction. The change order is necessary to supplant construction of decomposed granite with rubber surfacing which was an option provided in the bid documents under Additive Alternate A1.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Contract Change Order No. 1 to Contract No. 022-84-CC with NR Development, Inc., to supplant the construction of decomposed granite with rubber surfacing for the perimeter pathway on the Hollydale Community Park, City Project No. 607-PRK, in a net amount of $55,365.12;
b. Authorizing the Assistant City Manager/Public Works Director to execute Change Order No. 1;
c. Authorizing the City Manager to approve contract change orders up to a cumulative amount of $400,00 to avoid delaying construction and payment of invoices involving change order work; and
d. Authorizing the City Manager to approve pre-payments of construction progress payments for the construction contract to meet compliance with state legislation that requires payments within 30 days.

FISCAL IMPACT: There is no impact to the General Fund. Contract Change Order No. 1 is in the amount of $55,365 and it will be funded with Rendon Regional Grant Funds. The project budget of $6,043,942 is summarized below.

Project Services	Prop 68	Rendon Regional	Total Budget
Design Phase*	$5,336		**$5,336**
Construction Contract	$4,153,606	$746,210	**$4,899,816**
Contract Change Order No. 1		$55,365	**$55,365**
Construction Contingencies		$400,000	**$400,000**

Construction Management and Contingency		$508,839	**$508,839**
Construction Support (Architect)		$86,298	**$86,298**
Other Costs		$88,288	**$88,288**
Total Project Costs	**$4,158,942**	**$1,885,000**	**$6,043,942**

* In Fiscal Year 2017/18, a total of $250,000 in General Funds were utilized to fund design services, which were not a part of the current budget. The funds spent were utilized to finalize the plans for construction bidding.

ANALYSIS: The Hollydale Community Park Project is under construction. Under the current construction contract, the perimeter pathway surface is required to be overlayed with decomposed granite. A review of the project budget has identified that there is sufficient funding to replace the decomposed granite with rubber surfacing. The project's bid documents included rubber surfacing as an alternative to decomposed granite, under the Additive Alternate I in the event funds were available. Given the current funding status, staff is recommending approving CCO No. 1 in the amount of $55,365. This includes an added amount of $115,344 to construct the rubber surfacing improvements and a deductive amount of $59,579 to reduce the decomposed granite bid quantity item from its original bid schedule. It is noted that these amounts were included in the contractor's bid.

BACKGROUND: The Hollydale Community Park Project is budgeted in the Fiscal Year 2022/23 Capital Improvement Program. The improvements include a 1,700 square-foot building, storm water chambers, playground, synthetic turf, sand and water play area, basketball court shade structures, a new irrigation system, decomposed granite, park bench and picnic tables, permeable pavers, concrete flat work, and other miscellaneous park amenities. The total project budget is $6,043,942.

On September 27, 2022, the City Council awarded a contract to NR Development, Inc., for the construction of the Hollydale Community Park in the amount of $4,899,816. The construction is underway and is proceeding per schedule.

Construction on the project is scheduled for completion in August of 2023.

ATTACHMENTS: A. Contract Change Order No. 1
B. Contract No. 2022-84-CC

ES:lc

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

6-7.1 General. If, prior to the acceptance of the Work, the Contractor:

a) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work,

b) abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion,

c) disregards written instructions from the Engineer or materially violates provisions of the Contract Documents,

d) fails to prosecute the Work according to the schedule approved by the Engineer,

e) disregards laws or regulations of any public body having jurisdiction, or

f) commits continuous or repeated violations of regulatory or statutory safety requirements, then the Agency will consider the Contractor in default of the Contract.

Notices, and other written communications regarding default between the Contractor, the Agency, and the Surety shall be transmitted in accordance with 5-2.

6-7.2 Notice to Cure. The Agency will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

6-7.3 Notice of Termination for Default. If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Agency will recommend to the Board that the Contractor be found in default of the Contract and upon such finding by the Board:

a) will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety,

b) may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and

c) may furnish labor, equipment, and materials the Agency deems necessary to secure and maintain the Work site.

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Agency.

6-7.4 Responsibilities of the Surety. Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Agency may do so, and may recover all costs incurred. The Surety shall notify the Agency that it is assuming all rights, obligations and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Agency a written plan detailing the course of action it intends to take to remedy the default. The Agency will review the plan and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Agency, the Agency may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Agency deems to be expedient. The cost of completing the Work by the Agency shall be charged against the Surety and may

be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay to the Agency, within 30 Days after the Agency submits an invoice, all costs in excess of the remaining Contract Price.

6-7.5 Payment. The Surety will be paid for completion of the Work in accordance with 7-3 less the value of damages caused to the Agency by acts of the Contractor.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE. The Board may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the Agency.

The Agency will issue a written notice of termination for convenience in accordance with 5-2. Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

The Contractor will be paid without duplication for:

a) work completed in accordance with the Contract Documents prior to the effective date of termination for convenience;

b) reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and

c) reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the Agency no later than 90 days from the effective date of termination, unless extended, in writing, by the Agency upon written request by the Contractor.

If the Contractor fails to submit a proposal, the Agency may determine the amount, if any, due the Contractor as a result of the termination. The Agency will pay the Contractor the amount it determines to be reasonable. If the Contractor disagrees with the amount determined by the Agency as being reasonable, the Contractor shall provide notice to the Agency within 30 Days of receipt of payment. Any amount due shall be as later determined by arbitration, if the Agency and the Contractor agree thereto, or as fixed in a court of law.

6-9 LIQUIDATED DAMAGES. Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with 6-4, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of $250, unless otherwise specified in the Special Provisions.

Execution of the Contract shall constitute agreement by the Agency and Contractor that $250 per Day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

Item No. 6

CITY MANAGER'S OFFICE

APR 04 2024

8:05 AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of **April 9, 2024**
Originating Department: **Public Works**

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

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2023-24-CC WITH GANNETT FLEMING, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CONSTRUCTION OF GARFIELD AVENUE COMPLETE STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 564-ST

PURPOSE: To approve Amendment No. 1 to Contract No. 2023-24-CC with Gannett Fleming, Inc., ("Gannett Flemming") for additional Construction Management and Inspection Services for the Garfield Avenue Complete Street Improvement Project, City Project No. 564-ST ("Project") through construction completion scheduled for April 2024.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 1 to Contract No. 2023-24-CC with Gannett Fleming, Inc., to provide additional construction management and inspection services for the construction of the Garfield Avenue Complete Street Improvement Project, City Project No. 564-ST, at a cost not to exceed $144,067; and
b. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed Agreement is in the amount of $144,067 and it will be funded with Road Mitigation Fee Funds budgeted in the Fiscal Year 2023/24 Capital Improvement Program. The revised contract amount is $505,925, inclusive of Contract No. 2023-24-CC and Amendment No. 1. The total project budget is $6,551,700 which is funded with Road Mitigation Fee Funds ($1M), Measure W, ($600,000), TDA Fund ($195,000) Prop C Funds ($1,520,000), Measure M Funds ($700,000) and Measure M Local Match Funds ($337,070), Federal Funds ($1,539,630) and State Funds ($660,000).

ANALYSIS: The construction of the Project is in progress. Under Contract No. 2023-24-CC, Gannett Fleming is providing construction management and inspection services for a 140-day construction schedule. A contract amendment is needed to fund 55 working days of additional costs and services, for a total construction schedule of 195 working days. The schedule extension was warranted due to unforeseen issues that were encountered during construction. This included (a) design changes to grade elevations and curb extension construction, (b) construction delays related to the SCE service request schedule, and (c) obtaining Right of Entry and coordinating the

work with Union Pacific Railroad at Garfield Avenue and Imperial Highway.

Amendment No. 1 to Contract No. 2023-24-CC provides $144,067 to cover the additional 55 working days of services. Services needed include administration, construction management, inspection, labor compliance, materials testing and utility coordination through construction completion in April 2024.

BACKGROUND: The Project is budgeted in the FY 2023/24 CIP. Improvements are planned from Firestone Boulevard to Jefferson Avenue. The improvements include bike lanes on Garfield Avenue from Firestone Boulevard to Harding Avenue, on Gardendale Street from Garfield Avenue to the Los Angeles River, and on Frontage Road Miller Way and Southern Avenue west of Garfield to their respective terminations. The improvements on Garfield Avenue also include raised landscape medians with a new irrigation system, drought tolerant landscaping, traffic calming measures, sidewalk and ADA improvements, traffic signing and striping, and storm water mitigations. Enhanced pedestrian crosswalks with rapid flashing beacons will be installed at Garfield Avenue just north of Southern Avenue, Garfield Avenue at Roosevelt Avenue and Garfield Avenue at Harding Avenue.

On March 14, 2023, the City Council approved Contract No. 2023-24-CC with Gannett Fleming for construction management and inspection services in the amount of $361,858, which reflected a construction schedule of 140 working days. After construction management services began, additional costs were incurred for related, but out of scope work, that were paid from the original contract amount as summarized below.

- A total of $21,857 for additional work was authorized which included time and material supervision of bulb-out corner construction, relocation of traffic signal conduits, project construction signs and other contractor supervision services.

- Construction of the Project was stopped from December 6, 2023, to February 12, 2024. The construction stoppage was necessary due to delays related to obtaining service from Southern California Edison (SCE) for the new irrigation system controllers, coordination with UPRR for the crossing at Imperial Highway, and issues with the constructability of street bulb-outs. During this time, Gannett Fleming incurred $3,597 in delay costs.

Construction began on May 2023 and is scheduled for completion in April 2024.

ATTACHMENTS: A. Proposed Amendment No. 1 (including Scope of Work)
B. Contract No. 2023-24-CC

ES:lc

AMENDMENT NO. 1 TO CONTRACT NO. 2023-24-CC FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE GARFIELD AVENUE COMPLETE STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 564-ST BETWEEN THE CITY OF SOUTH GATE AND GANNETT FLEMING, INC

This Amendment No. 1 to Contract No. 2023-24-CC for the Construction Management and Inspection Services for the Garfield Avenue Complete Street Improvement Project, City Project No. 564-ST ("Amendment No. 1") is made and entered into on April 9, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Gannett Fleming, Inc. a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on March 14, 2023, the City Council approved Contract No. 2023-24-CC with Consultant ("Agreement") for the Garfield Avenue Complete Street Improvement Project, City Project No. 564-ST to remain in effect through and including completion of the Scope of Services, in the amount of Three Hundred Sixty-One Thousand Eight Hundred Fifty-Eight Dollars and Thirty-Six Cents ($361,858.36).

WHEREAS, the City and Contractor/Consultant desire to execute Amendment No. 1 extending the term of the Agreement to remain in effect through and including completion of the Scope of Services, in an amount not to exceed One Hundred Forty-Four Thousand Sixty-Six Dollars and Sixty-Four Cents ($144,066.64), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Five Hundred Five Thousand Nine Hundred Twenty-Five Dollars ($505,925).

NOW, THEREFOR, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF WORK
City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

1.2 COMPENSATION. The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed **One Hundred and Forty-Four Thousand Sixty-Six Dollars and Sixty-Four Cents ($144,066.64).**

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

3. CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT. In accordance with California SB 1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure must be filed of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning a contract has been made. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Amendment.

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

GANNETT FLEMING, INC.:

By: _____
Edward Fleming, Vice President

Dated: _____

GANNETT FLEMING

20 Pacifica
Suite 430
Irvine, CA 92618
P 949.317.1461 | **F** 760.682.3230

gannettfleming.com

March 6, 2024

City of South Gate
Attn: Luis H. Osuna, P.E.
Deputy City Engineer
8650 California Avenue
South Gate, CA 90280

Subject: Garfield Avenue Complete Street Improvement – Gannett Fleming Budget Amendment Request

Dear Mr. Osuna,

As a follow up to our discussion on March 5, 2024, Gannett Fleming has revised our request for an increase to our construction management and inspection budget for the Garfield Avenue Complete Street Improvement project dated February 27, 2024. I have included the following:

- Breakdown of days, as requested by the City, for Gannett Fleming services.
- Additional costs associated with the additional 55 working days.
- Background and justification for activities that were outside of our original scope of work.
- Budget overview.
- January 2024 Invoice that was submitted to Navin Maru and Elias Saikaly on February 13, 2024.
- Copy of February 2024 Preliminary Invoice (should be formally submitted this week)
- Daily reports

Per our conversation, you have provided the following durations that we need to base our Inspection and CM/Advisory efforts for the following durations:

- 10 days for Stamped Concrete Applications
- 15 days for Landscape Median improvements
- 10 days for Change Order Work (Irrigation for City of Downey)
- 10 days for SCE Approval
- 10 days for contingency

As requested, the revisions to this budget increase amendment request will reflect a total of 55 working days, based on the number of days identified above, for both full time inspection and to utilize Steve Quezada 2 hours per day for 55 days and 8 hours per day for 2 weeks for closeout efforts.

GANNETT FLEMING

The following budget increase amounts reflect the above mentioned information:

Gannett Fleming Inspection for 55 working Days:

(55) x (8) x ($188.90) =	*$83,116.00*
Vehicle =	*$ 2,475.00*
Sub-Total =	*$85,591.00*

Gannett Fleming CM / Advisor (2 hours per day for 55 days and Project Closeout (10 additional full time days):

(24) x (8) x ($276.67) =	*$53,120.64*
Labor Compliance (Subconsultant) =	*$ 5,355.00*
Sub-Total =	*$58,475.64*

Total Costs for 55 additional working days and closeout based on the description above = ***$144,066.64***

In addition to this revised construction schedule, the project required additional tasks by the Gannett Fleming's Resident Engineer, Steve Quezada that were beyond the budgeted scope of work. These tasks included field changes due numerous plan omission and errors not corrected during pre-bid, additional coordination with agencies and changes requested by city. The following is a chronological order of additional tasks including hours (87 total hours).

- 6/5/23 – Field meeting with city staff for issues regarding driveways and median. Original bid schedule did not include a driveway item and the medians required field verification with new striping plan. (2hrs)
- 6/20/23 – Field meeting with city staff for design issues with sidewalk, median and potential tree removals, city requested meeting minutes to be completed. Three large trees were not identified in the plans for removal to construct the sidewalk, city requested costs and recommendation for area. (2hrs)
- 6/22/23 - Meeting with city at City Hall to review sidewalk and driveway (no bid item) quantities, overall budget. Additional meeting to discuss discrepancies and plan errors, missing bid items and costs. (1hrs)
- 7/6/23 - Meeting with city at City Hall to review sidewalk, driveway quantities, changes to trash and bicycle items. Additional meeting to discuss costs and plan errors. (2hrs)
- 7/18/23 – Site meeting to discuss unconstructable bulb outs. Plan design of bulb outs did not address street slope and flowline of new curb and gutter. (2hrs)
- 7/19/23 – Meeting with city on site to review bulb out issue and constructability. Met with city to discuss option and need for redesign of bulb outs. Additional information such as elevations not provided on plans. (2hrs)

GANNETT FLEMING

- 7/26/23 – Review of SCE power requirements and coordination of all documents. Originally shown in plans for contractor to coordinate with SCE. This is typically done during design by designer and City. City requested CM to gather info and send to SCE. (2hrs)
- 7/27/23 – Review of SCE items with designer and require documents to send to SCE. Additional time to gather all documents for SCE (utility and electrical plans, CAD files, application) (1hrs)
- 8/1/23 – Review of bulb outs redesign plans from designer. Additional time to review, redesign for unconstructable bulb out and provide comments. (1hrs)
- 8/2/23 – Meeting with city at City Hall discuss issues with SCE, bulb outs, traffic control plans, sidewalk, excavation for median (no bid item). Additional time due to plan errors and omissions which were not addressed during design phase. (2hrs)
- 8/3/23 – Review additional sidewalk locations and costs, review striping plans. City requested field review of deteriorated sidewalk areas to remove and reconstruct. Review of additional sidewalk to be reconstructed, issues with layout of striping lane widths and new median curb, plan errors. (2hrs)
- 8/7/23 – Review sidewalk and median survey issues, striping. Review issues with layout of striping lane widths and new median curb, plan errors. (2hrs)
- 8/8/23 – Review bulb out redesign, additional removals into street and costs. Redesign required costs for work from contractor and additional issues with pavement removal and traffic. (3hrs)
- 8/14/23 – Review bulb outs costs and redesign. Redesign required costs for work from contractor and additional issues with pavement removal and traffic. (2hrs)
- 8/23 /23 – Attend public meeting at 6pm, resident issues with installation of median. Resident issues were not construction related, concerns were with median to be installed and u-turn issues. (2hrs)
- 9/5/23 – Conduct UPRR meeting with city and UPRR. Railroad work was not part of contract. (1hrs)
- 9/6/23 – Field Diagnostic meeting with UPRR and city. Railroad work was not part of contract. (1hrs)
- 9/6/23 – Field meeting for bulb out issues. Additional meeting to review redesign issues with contractor. (1hrs)
- 9/11/23 – Compile all UPRR meeting minutes and send out. Railroad work was not part of contract (2hrs)
- 9/12/23 – Field meeting with city for bulb outs. Additional meeting to review redesign issues and unconstructable curb and gutter, drainage issues. (1hrs)
- 9/18/23 – Review requested information from designer for SCE. Review electrical plans and pedestal locations not part of CM scope. (1hrs)
- 10/6/23 – Field meeting with city (ES) for bulb outs. Additional field meeting to discuss field redesign for bulb outs as two previous redesigns by designer will not work. (1hrs)
- 10/11/23 – Meeting with UPRR (Chuck) regarding application process for additional easement. Additional meeting to discuss additional right of way needed for sidewalk area around RR signals per request of city. RR work not part of contract. (1hrs)
- 10/11/23 – Review of field redesign for bulb outs and costs for field fixing drainage and culvert issues under ramps and behind ramps. (1hrs)

GANNETT FLEMING

- 10/17/23 – Meeting with city and LACSD changes to median. Meeting to discuss median changes for left turn pocket. Not part of project. (1hrs)
- 10/17/23 – Field meeting for bulb outs and sidewalk issues. Meeting with city to put eliminate bulb outs and place curb/gutter/ramps back to original condition, no plans. (1hrs)
- 11/1/23 – Review issues with striping plans, lane lines, bicycle, and parking widths. City requested to review striping and possible deletions of work due to no grind and overlay. Outside of scope. (1hrs)
- 11/6/23 – Review and measure driveways with business complaints near Imperial and provide plan for city (Truck movement analysis). City requested field information due to business and deliveries. (2hrs)
- 11/13/23 – Meeting with police chief to discuss median and signage and speed through corridor. Additional meeting to discuss signage, speeds and other concerns. (1hrs)
- 11/15/23 – Compile LACSD median costs, removal, and installation. Work not part of contract requires costs for removal of new improvements and changes. (2hrs)
- 11/15/23 – Compile information regarding delay issues for upcoming meetings. Multiple meetings with city. (2hrs)
- 11/16/23 – Compile information regarding delay issues for upcoming meetings. Multiple meetings with city. (2hrs)
- 11/17/23 – Compile information regarding delay issues for upcoming meetings. Multiple meetings with city. (3hrs)
- 11/20/23 – Meeting with city and contractor to discuss delay items, potential additional time (2hrs)
- 11/20/23 – Compiled and sent all required documents to SCE (utilities, electrical, CAD files, application). Not part of CM work originally to be done by contractor but this work should be done during design. (2hrs)
- 11/21/23 – Compiled additional delay items/issues for next upcoming meeting. Multiple meetings with city. (2hrs)
- 11/22/23 – Meeting with city regarding delay issues. Multiple meetings with city. (2hrs)
- 11/27/23 – Meeting with city and contractor regarding delays. Multiple meetings with city. (2hrs)
- 11/27/23 – Review striping plans for issues with widths for lanes, bicycle, and parking areas. City requested review of field conditions and issues with proposed striping. This is a design issue. (2hrs)
- 11/27/23 – Review costs for LACSD changes. Review costs for changes that were added to the work. (2hrs)
- 11/29/23 – Meeting with SCE at City Hall. Not part of CM work originally to be done by contractor but this work should be done during design. (2hrs)
- 11/30/23 – Field meeting with city for additional work at Southern left turn lane repave. City requested meeting to add work and costs not part of project. (2hrs)
- 12/1/23 – Field review of striping, changes to median for decomposed granite, LACSD. Additional meeting to discuss issues, changes not part of work. (2hrs)
- 12/5/23 – Meeting with city (ML and LO) regarding delays. Multiple meetings with city. (2hrs)

GANNETT FLEMING

- 12/7/23 – Compile information for delay meeting with contractor. Multiple meetings with city. (2hrs)
- 12/11/23 – Meeting at City Hall with city and contractor. Multiple meetings with city. (2hrs)
- 1/5/23 – Review of SCE additional days requested by contractor and review of SCE plans. Not part of CM scope. (2hrs)
- 1/9/23 – Review and compile LACSD costs and delays. Changes and not part of original contract work. (2hrs)
- 1/25/23 – Review project per request of city for mitigation measures (safety). City requested review during shutdown and compile results as a result of project shutdown. (2hrs)
- 1/29/23 – Review mitigation measure with city (ML and JL). Additional meeting due to city shutdown of work. (2hrs)

As of January 26, 2024, we had remaining budget of $11,115.67.

Original Budget	$361,858.36
**Total Amount Expended as of 1/26/24	$350,742.69
Remaining Budget	$ 11,115.67
**Total Amount Expended as of February 23, 2024	$352,126.04
Remaining Budget	$ 9,732.32
Estimated Increase of this Amendment – Inspection Task	$ 85,591.00
Estimated Increase of this Amendment – CM Task	$ 58,475.64
Sub-Total of Increase	**$144,066.64**
Final Revised Budget	$ 505,925.00

Please let me know if you have any questions.

Sincerely,

Edward Durazo
Regional Manager, Gannett Fleming, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES BETWEEN THE CITY OF SOUTH GATE AND GANNETT FLEMING INC.

This Agreement for Professional Services for Construction Management and Inspection Services ("Agreement") is made and entered into on **March 14, 2023**, by and between the City of South Gate, a municipal corporation ("City"), and Gannett Fleming, Inc., a Delaware Corporation, Corporate number 1652437 ("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; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. Consultant shall perform the services in accordance with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar conditions at the same time and locality of the project ("Standard of Care"). The Scope of Services may be mutually amended from time to time by both Parties in writing.

   It is understood that the construction contractor, not the Consultant, is responsible for construction of the titled project, and that the Consultant is not responsible for acts or omissions of any contractor, subcontractor, or material supplier, for safety programs or enforcement, or for construction means, methods, programs or enforcement, or for construction means, methods, techniques, sequences and procedures employed by the construction contractor, its agents, subcontractors, officers, employees, or persons acting on their behalf.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Three Hundred Sixty-One Thousand Eight Hundred Fifty-Eight Dollar and Thirty Six Cents ($361,858.36)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional

compensation shall be paid for any other expenses incurred, unless first approved in writing by the City Manager or his/her designee.

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

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

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

3. **TERM OF AGREEMENT.** This Agreement is effective as of **March 14, 2023**, and will remain in effect through and 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 first produced in connection with the services

under this Agreement shall, at the option of City and upon payment to Consultant in full for all professional services performed under this Agreement, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs for unbilled expenses and services performed as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

6.2 Termination for Cause.

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

a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

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

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

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

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for its 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 and officers for/from claims asserted against City and/or any other City agency to the extent caused by Consultant's (including Consultant's employees, designated agents, and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of the 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. The aforementioned duty to defend shall not apply to claims for damages of a professional nature or to claims that would be subject to Consultant's professional liability insurance policy. Notwithstanding any terms of this section, Consultant's indemnification and defense obligations shall conform to California Civil Code Section §2782.8. In no event shall the cost to defend charged to Consultant exceed Consultant professional's proportionate percentage of negligence.

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

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

6.8.1 Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner, represent that it, or any

of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

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

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

6.9.1 All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.

6.9.4 Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

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

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

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

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

6.11.4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

6.14 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction

in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

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

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

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

Consultant.

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
City of South Gate

Arturo Cervantes, P.E.
Assistant City Manager/Director or Public Works
South Gate, CA 90280
Email: ecervantes@sogate.org
TEL. 323-563-9500)

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:
Edward Durazo, Vice President
Gannett Fleming Inc.
1730 W Cameron Ave, Office #219
West Covina, CA 91790
edurazo@GFNET.com
626.926.1568

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.

6.25 Consequential Damages. The City and Consultant waive claims against each other for any consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) that may arise out of or relate to this Agreement, regardless of the theory under which such damages are sought, and even if either Party has been advised of the

possibility of such damage or loss. To the extent applicable, this mutual waiver applies to consequential damages due to termination by either Party in accordance with 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: 4/25/23

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

GANNETT FLEMING INC.

By: _____
Edward Durazo, Vice President

Dated: 4.14.23

5116863.1 – L235.0

IV. FEE PROPOSAL

Task/Classifications	Resident Engineer (S. Quezada) (Hrs)	Construction Observer / Inspector* (B. Fernandez) (Hrs)	Contract Admin Support (H. Kunz) (Hrs)	Total Hours	Sub Consultant Fees	Total Cost
HOURLY RATE	$287.11	$188.90	$134.50			
Pre-Construction Services	14	4		18	$ -	$ 4,775.14
Construction Management	360		10	370	$ -	$ 104,704.60
Construction Observation		1,200		1,200		$ 226,680.00
Labor Compliance				0	$ 13,856.00	$ 13,856.00
Materials Testing Services				0	$ 41,000.00	$ 41,000.00
Utility and Outside Agency Coordination	24	120		144	$ -	$ 29,558.64
Project Close-Out	80	40		120	$ -	$ 30,524.80
LABOR SUB-TOTALS	$ 137,238.58	$ 257,659.60	$ 1,345.00	1,852	$ 54,856.00	$ 451,099.18
OTHER DIRECT COSTS (ODCs)	Total Hours				Unit Cost	
ODCs - Vehicle / hour	1,320				$ 5.625	$ 7,425.00
ODCs - Procore Doc Control/month	10				$ 350.00	$ 3,500.00
ODCs - Subconsultant Markup					5%	$ 2,742.80
ODCs SUB-TOTALS						$ 13,667.80
GRAND TOTAL:						$ 464,766.98

Notes and Assumptions

- Fees are based on 168 working days/construction duration with construction start anticipated in March 2023.
- Should the actual schedule require more or less professional services than proposed adjustments to this estimate may be required.
- Overtime, rain, holidays and potential time extensions or delays may result in additional professional services.
- Rates are valid through 1/30/2023. Above rates are straight-time rates.
  - Night work and Overtime will be billed at a pro-rata adjusted rate.
- * Denotes employees/classifications that are subject to prevailing wage.
- Wages for inspection subject to California Labor Code Section 1772.
- Rates are based on DIR Prevailing Wage Determination SC-23-63-2-2022-1D which has two (2) pre-determined increases.
  - $4.00/hr effective 7/1/23 and $4.00/hr effective 7/1/24. Gannett Fleming will adjust pay rates accordingly.
- This estimate is based on specific scope of work assumptions.

This not-to-exceed fee is based on 168 working days.
Additional services needed beyond the contract specified shall require prior approval from the City. **NO LUMP SUM FEES WILL BE ACCEPTED.**

GANNETT FLEMING

CITY MANAGER'S OFFICE

APR 03 2024
11:02a.m.

Item No. 7

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **April 9, 2024**
Originating Department: **Administrative Services**

Department Director: *Wendy O'Kelly* ***City Manager:*** *Rob Houston*

SUBJECT: AGREEMENT WITH SDI PRESENCE LLC FOR SUPPLEMENTAL IT SUPPORT SERVICES

PURPOSE: To approve an Agreement with SDI Presence LLC, a managed service provider for supplemental IT staffing and project-related tasks.

RECOMMENDED ACTION: The City Council will consider:

a. Approving an agreement with SDI Presence LLC., to provide on-site Supplemental IT support, for one year, in the amount of $104,858; and
b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: No impact. The funds were appropriated in the FY 2023-24 Budget.

ALIGNMENT WITH COUNCIL GOALS: On January 28, 2020, Council accepted the City's Technology Master Plan ("TMP") prepared by ClientFirst Technology Consulting ("ClientFirst"). The TMP includes an assortment of projects to improve the City's network infrastructure and services.

Examples of approved TMP projects:

- Network and wireless equipment upgrades
- Servers and storage area network ("SAN") infrastructure upgrades
- Cybersecurity improvements
- IT operational improvements for CIS Division efficiencies

ANALYSIS:
Current IT staffing levels are insufficient to support the number of day-to-day requests and ongoing or upcoming project-related infrastructure and resource improvements. This staffing shortfall causes an increase in overtime for existing IT staff and delays the completion of projects and tasks.

Since the adoption of the 2020 TMP, numerous projects have been impacted because of staff shortages. Below are examples of projects that exceeded their schedules:

- Phone System Upgrade
- Active Directory (AD) Clean Up
- Core Network Upgrade
- Patch management solution
- Computer upgrades
- City Hall Servers and SAN replacement/upgrade
- Microsoft 365 (M365) Cloud integration for home directories and shared files
- Mobile Device Management (MDM)
- Multifactor Authentication (MFA)
- Expansion of wireless (Wi-Fi) across all departments and sites

As of March 4, 2024, of this fiscal year, IT staff accumulated approximately $22,655 in overtime. It should be noted that this additional approved overtime has been insufficient to keep projects and tasks on track.

In summary, approval of this request will improve service quality and response times for the user community and aid in the completion of critical infrastructure projects. Supplemental IT services will help Council-approved projects to finish on time and within budget, while also balancing staff workloads and reducing staff burnout.

BACKGROUND: Before, during, and after the Covid-19 pandemic, limited staff availability resulted in budget revisions, delays of day-to-day operations, and technical issues because of outdated systems and limited resources. Furthermore, previously approved projects were significantly impacted by the global microchip supply chain shortage.

ClientFirst worked with City IT staff to develop and release an RFP for Supplemental IT Support Services. The RFP was released on September 7, 2023. The City received a total of four vendor proposals and then selected the two lowest cost proposals as finalists. Staff worked with the two finalist vendors (SDI Presence LLC "SDI" and Kapital Date Corp "Kapital") to validate alignment with the RFP and the needs of the City. The RFP stated that the City is seeking a managed service provider for one year of on-site Supplemental IT Support Services (20 hours per week).

Vendor	Server Administrator Hourly Rate	Monthly	One-Time Fee	Total
Kapital	$75			$75,000.00
SDI	$98	$8,300.00	$5,250.00	$104,858.00

After reviewing both proposals and obtaining reference checks, staff determined that the City's overall needs and objectives would be met by SDI's proposal (Exhibit A).

Kapital's proposal came in lower than SDI's. However, the assigned technician identified in Kapital's proposal would be commuting from San Diego. As a result, staff determined that Kapital's proposal lacked the necessary flexibility and would likely be unsustainable for a year.

SDI has a history of working with numerous local municipalities and public safety agencies. SDI's extensive government experience, reference check feedback, and assignment of staff located closer to South Gate determined why SDI has been selected as the preferred vendor.

Expected benefits of Supplemental IT Support contract include:

- Improved response time and resolution of staffing IT requests.
- Timely completion of projects.
- Ability to focus on additional IT-related project improvements.
- Reduction of IT staff overtime and burnout.
- Additional subject matter expertise (SME).

ATTACHMENT: Proposed Agreement (including Exhibit A – SDI Presence, LLC Proposal)

AGREEMENT FOR PROFESSIONAL SERVICES FOR SUPPLEMENTAL INFORMATION TECHNOLOGY SUPPORT BETWEEN THE CITY OF SOUTH GATE AND SDI PRESENCE LLC

This Agreement for Professional Services for Information Technology (IT) support services, ("Agreement") is made and entered into on April 9, 2024, by and between the City of South Gate, a municipal corporation ("City"), and SDI Presence LLC ("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 provided for certain services relating to IT support services as it does not have the personnel able and/or available to perform the services for which it seeks assistance;

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to provide available professional staff to perform various IT support tasks requested by the City and as described in Exhibit "A" attached hereto and made a part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Four Thousand Eight Hundred Fifty-Eight Dollars ($104,858).** The 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 by the City Council.

   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 agreed-upon hourly rate included in a proposed engagement letter to be submitted by the Consultant with respect to the services requested by the City. Such hourly rates shall be between $74-$165 per hour depending on the assignment and skills of the professional staff.

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 the Consultant of its obligations under this Agreement.

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

3. TERM OF AGREEMENT. This Agreement is effective as of April 9, 2024, and will remain in effect for a period of one year from said date, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

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

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

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

6. GENERAL TERMS AND CONDITIONS.

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

6.2 Termination for Cause.

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

a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

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

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

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

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation,

national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are not limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) 1s 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

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

6.5.2 Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than $1,000,000 per occurrence/accident for bodily injury and property damage liability. Each such policy of insurance shall:

a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California, or which is approved in writing by City.

b. Name and list as additional insured 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 acts or omissions, or willful misconduct in the 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 w ith 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 the Consultant.

6.9 Consultant's Personnel.

6.9.1. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3. Consultant shall be responsible for payment of all employees' and 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 the City and all other related entities, officers, employees, and representatives from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices or of any negligent acts or omissions by Consultant in connection with the work performed arising from this Agreement.

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

6.11 Legal Construction.

6.11.1. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California without regard to conflict of law principles.

6.11.2. This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting

of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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

6.11.4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties herein.

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, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

6.14 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 reasonable, timely manner, such correction shall be made by City, and the cost thereof shall be charged to the 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. Notwithstanding anything to the contrary in the foregoing and for the purposes of clarity, Consultant, including Consultant's subcontractors and third-party vendors, shall retain ownership of any preexisting intellectual property used and/or delivered to City in the performance of the Services under 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 Attorney's Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.20 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
Rob Houston, City Manager
8650 California Avenue
South Gate, CA 90280
TEL: (323) 563-9503
Email: rhouston@sogate.org

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

TO CONSULTANT:
SDI Presence LLC
Phil Danie, Executive Vice President
200 E Randolph St Suite 3550
Chicago, IL 60601
TEL: (949) 836-3351
Email: pdanie@sdipresence.com

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

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

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

7. **CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT.** In accordance with California SB 1439 extended requirements under Government Code Section 84308, also know as the "Levine Act," a disclosure of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning a contract has been made, must be filed. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Agreement.

8. **EFFECTIVE DATE.** The effective date of this Agreement is April 9, 2024, and will remain in effect for one year, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

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

SDI PRESENCE LLC:

By: _____
Phil Danie, Executive Vice President

EXHIBIT A

Proposal Prepared For:

City of South Gate

Supplemental IT Support Services

October 5, 2023

Respectfully Submitted By:

SDI PRESENCE LLC
SDI
Phil Danie
Senior Vice President
pdanie@sdipresence.com
949-836-3351

City of South Gate

SDI PRESENCE LLC

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SDI PRESENCE LLC

Cover Letter

October 5, 2023

Jose A. Gonzalez
Purchasing Supervisor
City of South Gate
8650 California Ave.
South Gate, California 900280

Re: **RFP Supplemental IT Support Services Server Administrator Role**

Dear Mr. Gonzalez,

SDI Presence LLC (SDI) is pleased to submit our response to your Request for Proposal for Supplemental IT Support Services Server Administrator Role. SDI is committed to supporting the City of South Gate (City) with the scope of work/services listed in the RFP.

About SDI

SDI is an IT Consultancy and Managed Services firm that helps public sector clients enhance their use of technology. SDI has worked with more than 190 local government agencies, completing IT and Network Assessments, IT, GIS, SCADA, CAD Management and Managed Services, IT Service Level Assessments, Policy and Procedure Development, Project Management, Technology Procurement and Selection, Cybersecurity, Application Management and Support, and Implementation Support Services. Our team is comprised of highly qualified IT specialists with experience supporting local government clients.

SDI prides itself on being there for our clients and ensuring our presence by being responsive, proactive, innovative, and timely. From our years of experience within all areas of IT delivery and our local "home team" knowledge and responsiveness, SDI is unmatched in our qualifications for supporting the City.

Contacts

Sharee L. Wolff is the Chief Financial Officer of SDI and is hereby authorized to bind the company. Phil Danie, Senior Vice President, is authorized to negotiate the terms of the contract.

Contact Information

Phil Danie
Email: pdanie@sdipresence.com Telephone: 949-836-3351

Sincerely,

Sharee L Wolff

Sharee L. Wolff, Chief Financial Officer
SDI Presence LLC

SDI PRESENCE LLC

Section 1 Server Administrator Scope of Services

SDI provides services ranging from full IT managed services delivery where we serve as the clients IT Department to supplemental IT support and staffing. SDI has reviewed the City of South Gate's requirements and can deliver all services listed in the RFP scope of work as outlined below.

6 Server Administrator Scope of Services

6.1 This RFP seeks on-site Supplemental Server Administrator Support Services.

6.1.1 Two days per week (10-hour workdays) of on-site Server Administrator level support are required.

6.1.2 Support Responsibilities and Duties:

6.1.2.1 Setting up new users with required access (onboarding)

6.1.2.2 Disabling and removing employee access (offboarding)

6.1.2.3 Physical or virtual server and software installation for 3rd party bidders

6.1.2.4 Deployment or maintenance of new virtual machines

6.1.2.5 Preventative server maintenance & security – Windows updates and other software updates

6.1.2.6 Utilize Wireshark for the monitoring and troubleshooting of LAN and WAN connectivity and network security.

6.1.2.7 Malware & antivirus software protection monitoring and management.

6.1.2.8 Troubleshooting system hardware, operating systems, and applications

6.1.2.9 Testing of server hardware, OS, and applications

6.1.2.10 Testing disaster recovery policies and procedures

6.1.2.10.1 Experience with Datto BCDR backup solution helpful

6.1.2.11 Server systems documentation

6.1.2.12 Weekly and monthly system status and performance reporting

6.1.3 Project-related services may include:

6.1.3.1 Current server upgrades/migration

6.1.3.2 Wireless implementation

6.1.4 Asset Management Services include:

6.1.4.1 Physical inventory

6.1.4.2 Asset receiving

6.1.4.3 Asset tracking

6.1.4.4 Software license management

6.1.4.5 Asset disposal

SDI Response to 6.1

Server Support

SDI's server support methodology is integrated within the overall endpoint management practices described below in the Managed Services Technology section. In general, SDI typically furnishes clients with an Information Technology Service Management solution to increase the efficiency and effectiveness of the entire service offering. This host-based continuous monitoring agent, installed on each computer endpoint, conducts environmental data collection and provides a centralized IT management portal.

SDI encourages clients to maintain manufacturer hardware warranty support on mission critical systems. While SDI will perform initial assessments of hardware problems as well as basic upgrades (RAM, storage, controller cards), on-site technicians generally defer to manufacturer warranty coverage for hardware failures.

Services management such as Active Directory, DHCP, DNS, Group Policy, Print and Document Services, IIS, Windows Deployment Services, and Windows Server Update Services are all managed as a part of the core operations for all environments.

SDI will implement a monthly patch management schedule for server operating systems wherein select non-critical servers will receive operating system and application patches as a part of a test group. In the event these servers experience problems with the patches, a rollback process will be enacted. If no problems are identified, the patches will be applied to the remaining servers.

Managed Services Technology

SDI typically furnishes clients with an Information Technology Service Management (ITSM) solution to increase the efficiency and effectiveness of the entire service offering. This ITSM employs a host-based continuous monitoring agent, installed on each computer endpoint, to conduct environmental data collection and centralize IT management. This highly configurable agent improves the efficiency of IT management through:

- Centralized remote administration, support, and power management
- Customized continuous monitoring and alerting
- Operating system patch-level monitoring and management
- Endpoint status reporting and alerting
- Inventory tracking

The monitoring and alerting feeds into the helpdesk ticket and resolution tracking component, thereby automating the tracking of system-generated alerts. Desktop endpoint management services typically include setup and configuration of desktops; ongoing hardware diagnostics and support of all desktops, printers, and other peripherals; maintenance of operating system and application patch levels in accordance with agreed-upon outage schedules; installation, upgrades, and troubleshooting of software as required; maintenance of accurate hardware and software inventories; performance of minor hardware installations and modifications on IT equipment. Server endpoint management services typically

include the same as desktop endpoints with the addition of administration of server-based file systems to ensure that access to organizational data is secure and available for authorized users/groups, administration of Active Directory, enterprise application support.

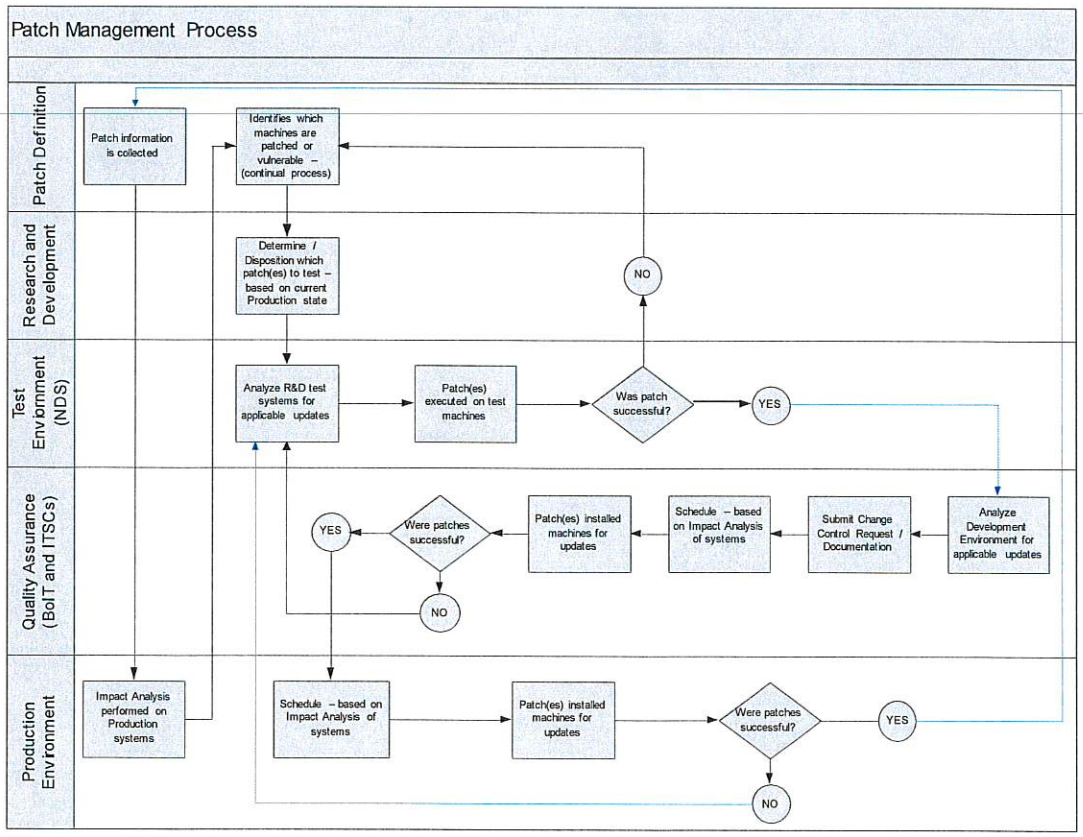
Typical monthly patch management schedules include select users and systems that receive the operating system and application patches as a part of a test group. In the event these users experience problems with the patches, a rollback process will be enacted. If no problems are identified, the patches are applied to the remaining workstations.

Software Management

SDI directly supports or coordinates with external third-party vendors to support, numerous applications central to municipal and public safety operations. These programs include, but are not limited to, Laserfiche, HDL, Computer Aided Dispatch/Records Management system (CAD/RMS), NetMotion Mobility, BlueCheck, Coplink, 2FA, in-car video systems, body-word video systems, surveillance systems, and numerous enterprise-level antivirus solutions. SDI supports access to Justice Data Interface Controller (JDIC), Electronic Suspected Child Abuse Report System (E-SCARS), LACRIS, ESCARS, Verdugo Fire Dispatch, and electronic Probable Cause determinations/declarations (ePCD).

Patch Management Workflow

SDI will work with the City's IT staff to develop a patch management workflow based on your unique needs. Below is an example of a patch management workflow developed with, and utilized for, a current SDI client.



Virtualization

SDI is an advocate of virtualization. The benefits of virtualization are significant and continuously evolving. Immediate benefits support data center modernization while extended benefits result in lessened capital expenditures and an overall reduction in the total cost of ownership. Transitioning from a physical server model, where physical servers often perform individual tasks and underutilize resources, to a virtualized model, where physical servers host many virtual servers and optimize resource utilization is the first and most apparent benefit. However, virtualization also provides added flexibility and scalability by pooling resources for computing, storage, and networking permits load balancing, and simplifies disaster recovery procedures.

Relevant to the City of South Gate's virtualized environment, SDI's typical design, configuration, and management of the virtualized environments at nearly all Los Angeles and Orange County municipal clients include multi-host, high-availability clusters operating on vCenter/vSphere 6.5-7.0 Standard/Essentials Plus with managed or standalone ESXi 6.x-7.x VMware hosts. Storage integration is ideally iSCSI connected flash array(s) that support compression, deduplication, and immutable snapshots. Alternate configurations may employ iSCSI connected SAN or on-board storage. SDI's scope of services include the full spectrum of initial design and setup, physical-to-virtual conversion/migration, storage integration/replacement, platform modernization, and daily management and maintenance. SDI also supports Microsoft Hyper-V environments on a variety of current operating system and storage platforms.

Disaster Recovery

SDI designs, deploys, and supports various systems that leverage technologies labeled as high availability, clustered, fault tolerant, redundant, and others, but even the most robust of systems may occasionally experience an event that affects the availability of data. To mitigate the risk of such an event adversely affecting the continuity of operations, SDI employs a layered disaster recovery model that leverages a combination of available solutions including SAN snapshots, on-site backup repositories, off-site backup repositories, and may even resort to seemingly legacy offline tape backup repositories to ensure a client's data is protected and available for restoration in the event of a disaster.

Asset Management

SDI personnel can perform a comprehensive assessment of the current state of the environment. This assessment includes, but is not limited to, system scans, deployment of host-based monitoring and reporting tools, and hands-on inspection of infrastructure devices. The resulting baseline snapshot includes an inventory of computer hardware including virtualized assets, software including version details, and network infrastructure devices including interconnection details. This initial assessment is intended to help gauge deviations from generally accepted information technology management best practices.

Network Administration

The City's RFP and other available documents have identified network technologies that SDI manages at other local government sites. SDI understands that the City is not looking for a vendor to provide administration of the complete network but SDI's Server Administrator will work closely at times with the City's network personnel. Without divulging the specific sites, the following narrative is intended to serve as examples of SDI's experience managing such network equipment relevant to the City of South Gate.

SDI manages numerous firewalls from manufacturers such as Palo Alto, Cisco, Fortinet, Sonicwall; site-to-site VPNs (e.g., Los Angeles County Sheriff, Verdugo Fire Dispatch), and remote-access VPNs leveraged for both border security and internal segmentation at several sites. Additionally, we have migrated several clients to Palo Alto application-layer/next-generation firewalls (NGFW) to provide a more unified threat

management platform that includes application-layer visibility to increase understanding of application traffic, expanded traffic control options beyond blunt allow/deny, reduction of threat vectors, improved performance and security, and simplified management.

Network infrastructure monitoring and alerting is typically performed using a mixed on-premises and cloud-based network monitoring tool to perform continuous monitoring of network devices and traffic. This fee-based tool provides a real-time view of the City's network, including all networked devices and detailed interconnections. This service provides:

- A real-time view of the City's network, including all the devices and interconnections
- A real-time inventory of all the technology on the City's network
- Automated backups of network infrastructure configurations
- 24/7 proactive infrastructure monitoring and alerting
- Automated troubleshooting tools and secure remote access to the City's infrastructure devices
- Performance reports

Security Administration

SDI understands that the City is not looking for a vendor to provide security administration of the complete network but SDI's Server Administrator will work closely at times with the City's security specialist and network personnel. SDI typically recommends that clients establish a robust and layered security model when feasible. SDI can develop a comprehensive INFOSEC proposal to address any observed deficiencies in the City's adherence to a generally accepted risk management framework applicable to government-owned systems. Labor hours to implement INFOSEC recommendations by SDI are not included within the scope of services. There may be a potential for additional software, hardware, and licensing costs that must be borne by the City to proceed. The proposal will include assessment of existing, and recommendations to implement, the following technologies:

- Intrusion detection system/intrusion prevention system (IDS/IPS)
- Security information and event management (SIEM)
- Audit logging and correlation of compatible computer systems
- Audit logging and correlation of compatible network infrastructure equipment
- Endpoint security (e.g., firewall, anti-virus, anti-malware, application whitelisting, etc.)
- Vulnerability assessment and management
- Disaster planning (e.g., IT contingency planning, continuity of operations, etc.)

6.2 Documentation

6.2.1 Assist with the creation and maintenance of accurate and updated technology documentation, including, but not limited to:

6.2.1.1 Device configuration version control

6.2.1.2 Updated equipment, application, warranty, and license lists

6.2.1.3 Project-related network diagrams

SDI PRESENCE LLC

SDI Response to 6.2
Documentation

Integral to SDI's delivery of Managed IT Services is the documentation of the processes, policies, procedures and plans associated with our services. The documentation listed below is an example of various documentation that can be provided to the City.

- Network performance reports
- Inventory reports
- Cyber Security User Training and Phishing Campaign Results
- Comprehensive Technology Plan and Policy
- Support ticketing and SLA reporting
- System status reports
- Budgeting
- Policies and Procedures

The importance of project documentation cannot be understated and the need to be able to refer and access them when needed is critical. Archiving and versioning of key documents critical to the City of South Gate provides a historical record of initial definitions and the changes that took place throughout the project until the final elements are put into service. No project should be dependent on information that is in a resource's head, on their local equipment, or hand-written in notebooks. Capturing, storing, and controlling all forms of project information must occur on a regular basis. Documents will all be stored in shared folders in SharePoint and IT Glue.

6.3 Skills and Qualifications

6.3.1 Bachelor's degree in computer science or engineering

6.3.2 Must possess a minimum of seven (7) years of technical experience in the server administration role.

6.3.2.1 Current resume illustrating how potential candidates meet the above education and technical experience should be included in bidder proposal.

6.3.3 Ability to solve problems in stressful situations.

6.3.4 Proficient in PowerShell scripting

6.3.5 Ability to work independently and effectively manage time.

6.3.6 Attention to detail and ability to prioritize effectively.

6.3.7 Knowledge of incidence response life cycle

6.3.8 All potential employees are required to successfully complete a thorough background investigation, fingerprinting, and pass a post-offer pre-employment medical examination (which will include a drug/alcohol screening). New employees and contractors must complete a verification form designated by the United States Department of Homeland Security,

Citizenship, and Immigration Services, that certifies eligibility for employment in the United States of America.

SDI Response to 6.3

The SDI Team includes enthusiastic and experienced staff to support the existing and longer-term needs of the City. SDI brings a resume of 175 technology professionals and a 25-year long history of delivering IT managed services to public agencies. Resumes are provided in Appendix A.

Screen/Background Checks

SDI will comply with the City's pre-employment requirements for a background investigation, fingerprinting, and drug/alcohol screening. The SDI Team completes a rigorous screening and evaluation process for potential hires prior to client submission. We also use a three-tier approval system that includes the senior recruiter, the local technical manager, and the program manager before our client ever sees a project resource.

We ensure that all employees will comply with the City's requirements (e.g., W2, verified work permit, background checks, drug tests, etc.). Our screening and evaluation process includes:

- Background and work reference checks
- Credit checks
- Criminal (local, fed, and national) checks
- Cultural fit and communication skills
- DMV report checks
- Drug tests (for consultants engaged in client projects or at a client's request)
- Education verification
- Phone and in-person interviews
- Sexual offender database checks
- Social Security verification

Industry Certifications

SDI holds an extensive range of certifications from industry associations, leading product manufacturers, and government agencies. Combined with a solid track record of successful system implementations and impressive client portfolio, our accreditations speak to our ability to equip your organization with exceptional technology.

- ACMP (Association of Change Management Professionals)
- Agile Certified Practitioner
- CompTIA: A+, I-Net, Network+, Project+, Security+, Server+
- Certified Business Analyst Professional (CBAP)
- Certified Computer Professional (CCP)
- Certified Information Systems Auditor (CISA)
- Certified Information Systems Security Professional (CISSP)
- Certified Public Accountant (CPA)
- Committee on National Security Systems certifications
- Geographic Information Systems Professional (GISP)

Manufacturer Certifications

- Check Point Certified Security Engineer (CCSE)
- Cisco Certified Internetwork Expert – Routing and Switching (CCIE)
- Cisco Certified Network Associate – Data Center (CCNA)
- Cisco Certified Network Professional (CCNP)
- Citrix Certified Professional – Networking (CCP-N)
- Dell Certified SE
- Firetide Mesh Engineer
- Genetec Omnicast Certification
- Microsoft Certified Professional (MCP)
- VMware Certified Associate

List of Staff Certifications

Certification	No. of Staff with Each Certification
AWS SAA	1
Business Analyst Cert	3
Certiport IC3 Core	1
CIJS Level 4 Security	4
Cisco CCDA	6
Cisco CCDP	4
Cisco CCIE R & S	3
Cisco CCIE R & S	1
Cisco CCNA Data Center	1
Cisco CCNA General	11
Cisco CCNA R & S	6
Cisco CCNA Security	5
Cisco CCNA Voice	1
Cisco CCNA Wireless	3
Cisco CCNP	6
Cisco CCNP R&S	5
Cisco CCNP Security	1
Cisco DCUCS	1
Citrix CCA	1
Citrix CCAA	1
Citrix CCA-N	1
Citrix CCEA	1

Certification	No. of Staff with Each Certification
IIT Excel	2
IIT SQL	2
InfoSec CCFE	1
ISACA CISA	2
ISC2 CISSP	3
ITIL Release and Control	1
ITIL v3 Foundation	13
ITIL v3 Intermediate CSI	1
ITIL v3 Intermediate SD	1
ITIL v3 Intermediate SO	1
ITIL v3 Intermediate SS	1
Juniper JNCIS-FWV	1
Kronos TeleStaff Accrd1	2
Kronos TeleStaff Accrd2	3
Kronos Timekeeper	1
LEAN Mfg Prod	1
Lean Six Sigma LSSBB	5
Lenel Cert Assoc	1
Microsoft Azure Admin	2
Microsoft MCAS	1
Microsoft MCDST	1
Microsoft MCP	6

Citrix CCEE	1
Citrix CCP-N	1
Citrix CCP-V	1
Citrix CCSE	1
CMRP-Main & Reliability	1
Compellent Storage Admin	2
CompTIA A+	19
CompTIA Network+	3
CompTIA Security+	3
CRL -Reliability Leader	2
Dell DCSE	1
Dell Desktops	4
DePaul Univ PM Cert	1
EMC InfoStorage Assoc v2	1
Epic ECSM	1
Firetide DFS Cert	3
Firetide Intro Wireless	1
Fluidmesh Fluidity Lvl 3	1
FluidMesh Level 3 Inst	2
HP Desktop/Laptop Hw	2
HP Printers	2
IIBA CBAP	1

Microsoft MCSA	5
Microsoft MCSE	6
Milestone XProtect Advncd	4
Novell CNE	2
Oracle 9 DBA	1
OSHA 30hr Construction	2
Palo Alto Cert Ntk	1
PMI ACP	1
PMI PMP	20
Prosci Change Management	2
Rutgers Certifd Govt CIO	1
SANS GAIC	1
SCRUM CSM	4
SCRUM CSPO	1
SMRP CMRP	1
SNIA SCSE	1
SNIA SCSP	1
SNOW ADMIN	4
SNOW IMP-HR	1
SNOW IMP-ITSM	3
SPLK Core Power User	1
SPLK Core User	1

6.4 Please describe your experience in providing the following value-added services

6.4.1 Microsoft server upgrades and deployment

SDI Response to 6.4

SDI is a Microsoft Gold Partner meeting Microsoft's high standard of technical performance, service quality, and customer care. SDI has numerous employees with Microsoft certifications.

SDI has transitioned several clients from a version-based Microsoft Office model to software as a service with subscription-based Office 365, including Microsoft-hosted Exchange email solutions and SharePoint Online. This model of advanced hosted email simplifies management and helps protect information with advanced features such as anti-malware, anti-spam filtering, data loss prevention, and disaster recovery.

Examples of local clients for which SDI has coordinated recent Microsoft modernization projects include:

- City of Arcadia – Completed conversion from on premises Exchange and version-based office productivity suite to Microsoft 365, including Active Directory replication to Azure, enterprise application single sign on (SSO) with third-party solution providers, Active Directory Federated Services (ADFS) authentication for Los Angeles County Sheriff's Department and Los Angeles Courts.

- City of Alhambra Fire Department – Completed conversion from on premises Exchange and version-based office productivity suite to Microsoft 365, including Active Directory replication to Azure.
- West Cities Police Communications (West-Comm) – Completed conversion from on premises Exchange and version-based office productivity suite to Microsoft 365, including Active Directory replication to Azure.
- City of Alhambra Police Department – In progress conversion from on premises Exchange and version-based office productivity suite to Microsoft 365, including Active Directory replication to Azure, Active Directory Federated Services (ADFS) authentication for the Los Angeles County Sheriff's Department.
- City of Los Alamitos – In progress conversion to Microsoft 365, Azure and Exchange portions completed, in progress for office productivity, SharePoint, and OneDrive.

6.4.2 Virtualization infrastructure

SDI Response to 6.4.2

SDI's Infrastructure team is a global IT leader in outsourced Infrastructure Services. We provide a focus on quality that enables us to run IT for some of the world's largest organizations and act as an end-to-end service provider supporting our clients from strategy through implementation.

In these times of global economic uncertainty, we see our public sector clients striving to find new and innovative ways to provide increased levels of service while reducing expenditures. The market constantly evolves, which requires us to continue to work in collaboration with our clients to support their transformation and innovation initiatives. Our people understand that Infrastructure is a significant enabler for this change. We are not afraid of the market, instead we challenge the market and offer a high-quality, reliable and innovative portfolio of services to our clients.

Value to the City from the proposed solution and services follows:

- A robust flexible cost-effective delivery model in line with the requirements and vision of the City.
- 24x7x365 infrastructure operations center monitoring services with improved quality and reliability through proactive service management and maintenance.
- Automation services driving and delivering innovation across all components of the City's infrastructure eco system while reducing failure and disruptions.
- Common and uniformity of tools across the City's landscape.
- Highly skilled and certified resources providing relevant recommendations on upcoming technologies and performing industrialized implementations of leading practices and technological solutions.

SDI is an advocate of virtualization. The benefits of virtualization are significant and continuously evolving. Immediate benefits support data center modernization while extended benefits result in lessened capital expenditures and an overall reduction in the total cost of ownership. Transitioning from a physical server model, where physical servers often perform individual tasks and underutilize resources, to a virtualized model, where physical servers host many virtual servers and optimize resource utilization is the first and most apparent benefit. However, virtualization also provides added flexibility and scalability by pooling resources for computing, storage, and networking permits load balancing, and simplifies disaster recovery procedures.

Relevant to the City of South Gate's virtualized environment, SDI's typical design, configuration, and management of the virtualized environments at nearly all Los Angeles and Orange County municipal clients include multi-host, high-availability clusters operating on vCenter/vSphere 6.5-7.0 Standard/Essentials Plus with managed or standalone ESXi 6.x-7.x VMware hosts. Storage integration is ideally iSCSI connected flash array(s) that support compression, deduplication, and immutable snapshots. Alternate configurations may employ iSCSI connected SAN or on-board storage. SDI's scope of services include the full spectrum of initial design and setup, physical-to-virtual conversion/migration, storage integration/replacement, platform modernization, and daily management and maintenance. SDI also supports Microsoft Hyper-V environments on a variety of current operating system and storage platforms.

6.4.3 Backup methodologies

SDI Response to 6.4.3

SDI's Infrastructure team supports a fully managed enterprise Backup and Restore Management service across the United States. SDI's Infrastructure team supports an impressive 70+ PB of Backup. Backup support teams provide support not only for SDI's Infrastructure of backups, but also for the resolution of failed backups aided by swift and reliable data recovery within the confines of the SLA.

SDI's Infrastructure team adopts industry leading practices in building and managing IT backup and restore infrastructure services for clients across all industries.

Through our partnerships with leading Backup technology vendors such as Pure, EMC, NetApp, NetBackup, CommVault, etc. we bring in the best Centralized, On-prem, cloud and remote backup solutions available in the market to our clients that fits their current requirements as well as setting them up for the future.

SDI's Infrastructure team will provide a fully managed Backup and Restore Management service for the City with a cost-effective support service for the security, protection and recovery of data. Our backup administrators will be responsible for the management and control of SAN, NAS storage and directly attached backups, restores and archival services. Our skilled support teams provide support not just for the running and completion of backups, but also for the resolution of failed backups aided by swift and reliable data recovery. SDI's Infrastructure team will assist with the installation, configuration and maintenance of the backup infrastructure for the high-level reliability and security of data.

Backups are taken based on the level of service. The standard service occurs in weekly and nightly increments. Service level and scheduling is adjustable. Restoration is done via a service desk request.

Backup Activities

Backup and Recovery

- Configuring, monitoring backups and data restoration for in-scope infrastructure
- Configuring, monitoring of offsite rotation of backup medias and disaster recovery policies
- Monitoring/reporting/resolution of missed and failed backups
- Backups can be ordered by the City using the standard change management process
- Daily health checks
- Capacity and performance management and reporting
- Installation, configuration, upgrade and support tasks for backup software (backup server side) and backup hardware (server side) e.g., library drives etc.
- Create and maintain operational documentation, work instructions, procedures and templates required for backup/archive service support activities

- Perform random validation of backups/archives to facilitate the successful restore/retrieval when called upon. The standard frequency for such checks being performed on a quarterly basis.
- Provide support for snapshot backups of VMWare environments by using the VMWare agent of the backup tool being supported
- Managing current infrastructure and application backup solution
- Management of the back-up media (tapes, cross-site)
- Monitoring of back-up capacity
- Restoration is done via a service desk request. This set-up is done within the server management service, not in the standard backup service.
- Storage and backup are segregated in the service. Backup agent management on servers and backup services are segregated. Configuring, monitoring backups and data restores for:
    - NAS Storage
    - SAN Storage
- Execute Backup and Recovery processes providing the completeness and reliability backup and recovery processes
- Create backup and recovery database catalogues and logs
- Perform online and external media system backup and recovery functions
- Recover database in event of database corruption or other circumstances requiring database recovery. Database recovery does not mean replicating test instances using database backup. These are requested separately to the service.
- Conduct tests and validations to take care of data integrity following database recovery

6.4.4 Wireless deployments and management

SDI Response to 6.4.4

As mentioned in our response to 6.1, SDI manages numerous firewalls from manufacturers such as Palo Alto, Cisco, Fortinet, Sonicwall; site-to-site VPNs (e.g., Los Angeles County Sheriff, Verdugo Fire Dispatch), and remote-access VPNs leveraged for both border security and internal segmentation at several sites. Additionally, we have migrated several clients to Palo Alto application-layer/next-generation firewalls (NGFW) to provide a more unified threat management platform that includes application-layer visibility to increase understanding of application traffic, expanded traffic control options beyond blunt allow/deny, reduction of threat vectors, improved performance and security, and simplified management.

Network infrastructure monitoring and alerting is typically performed using a mixed on-premises and cloud-based network monitoring tool to perform continuous monitoring of network devices and traffic. This fee-based tool provides a real-time view of the City's network, including all networked devices and detailed interconnections. This service provides:

- A real-time view of the network, including all the devices and interconnections
- A real-time inventory of all the technology on the network
- Automated backups of network infrastructure configurations
- 24/7 proactive infrastructure monitoring and alerting
- Automated troubleshooting tools and secure remote access to the City's infrastructure devices
- Performance reports

6.4.5 Technical support

SDI Response to 6.4.5

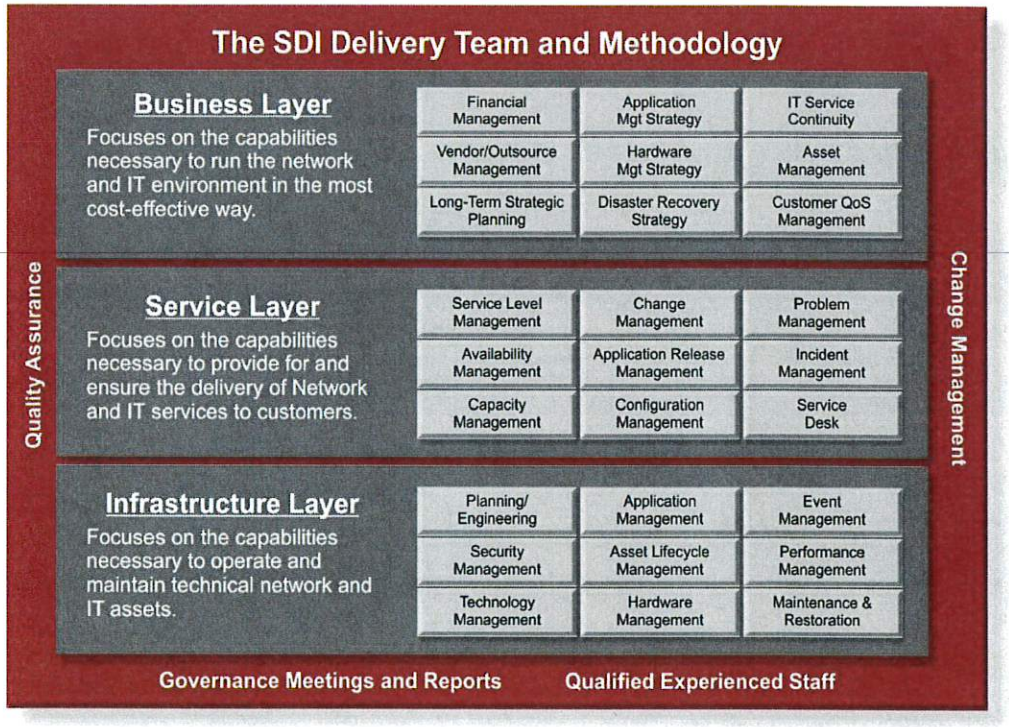
SDI provides a comprehensive suite of IT management services to municipalities within Los Angeles and Orange counties. The scope of services provided range from routine O&M to specialized planning and management of mission-critical functions and data-center operations. The scope of staffing levels range from *supplemented IT support*, wherein SDI provides part-time/full-time consultants to supplement IT staff as needed, to *full service IT support*, wherein SDI provides full-time consultants to lead IT operations.

SDI derives experience from working as IT specialists in the public sector for over 25 years. During this time, our government agency clients have engaged our team to provide on-site and remote IT support services and to conduct public sector technology plans. SDI has developed short and long-range project plans and offered valuable insight for budgeting and procurement.

SDI has reviewed the City's objectives as stated in the RFP and have mapped them to the corresponding Service Delivery Model below. Each Service Delivery Activity follows proven processes and plans to meet each of the City's objectives.

The SDI model divides IT management functions into three connected layers. Management actions and decisions at each layer are different, but interrelated.

The SDI Service Delivery Model



SDI's West Coast Division has worked with 190+ local government agencies to provide IT Managed Services, custom software development, complete IT/Network Assessments, IT/GIS Master Plans, IT Service Level Assessments, Policy/Procedure Development, Project Management, Technology Procurement and Selection, and Implementation Support. Our West Coast Client List is presented in Appendix B.

Our staff is comprised of 350+ employees. We have 175 technical employees averaging 15 years of industry experience per employee.

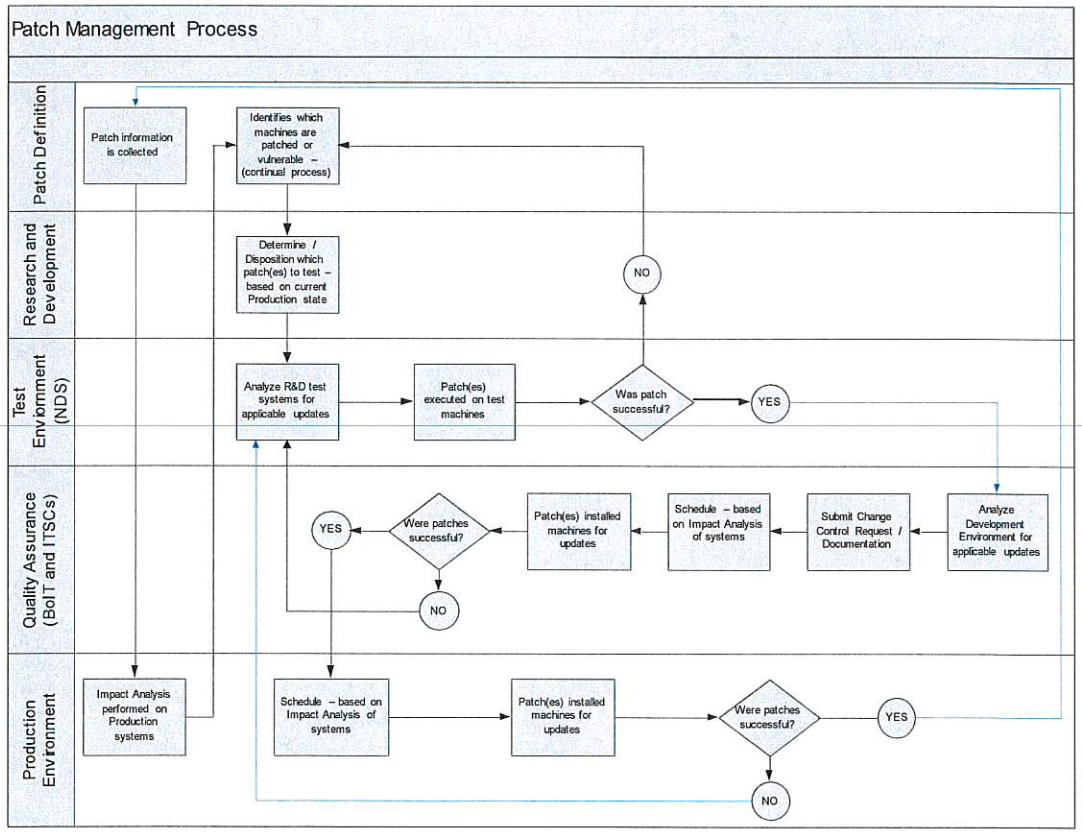
6.4.6 Patch management

SDI Response to 6.4.6

As mentioned in our response to 6.1, SDI will implement a monthly patch management schedule for server operating systems wherein select non-critical servers will receive operating system and application patches as a part of a test group. In the event these servers experience problems with the patches, a rollback process will be enacted. If no problems are identified, the patches will be applied to the remaining servers.

Patch Management Workflow

SDI will work with the City's IT staff to develop a patch management workflow based on your unique needs. Below is an example of a patch management workflow developed with, and utilized for, a current SDI client.



6.4.7 Asset inventory management

SDI Response 6.4.7

As mentioned in our response to 6.1, SDI personnel can perform a comprehensive assessment of the current state of the environment. This assessment includes, but is not limited to, system scans, deployment of host-based monitoring and reporting tools, and hands-on inspection of infrastructure devices. The resulting baseline snapshot includes an inventory of computer hardware including virtualized assets, software including version details, and network infrastructure devices including interconnection

details. This initial assessment is intended to help gauge deviations from generally accepted information technology management best practices.

6.4.8 Software licensing control

SDI Response 6.4.8

SDI directly supports or coordinates with external third-party vendors to support numerous applications central to municipal and public safety operations. SDI will work with vendors for application issues beyond routine repair procedures and for non-standard, unique third-party software that the City utilizes. SDI can assist with purchasing recommendations on IT-related equipment (hardware) and software and coordinating with vendors as requested, although the City will make the purchase. SDI can create and maintain accurate and updated technology documentation, including a vendor contact list, and software license renewal dates. We provide extensive project management to ensure clients appropriately plan schedule and scope resource requirements.

6.4.9 Reporting, metrics, and communication

SDI Response to 6.4.9

SDI will assign an account manager to the City which will serve as a single point of contact for managing the account. Additionally, at any time the City can reach out directly to SDI's onsite resource regarding delivery of services. After the contract is executed, the account manager will meet with the City's IT Director to develop a plan that meets the City's needs and expectations for reporting.

SDIALIGN Program

Prioritizing Personal Connection to Ensure Client Success.

Buyers of technology today demand steady service - no interruptions, no delays, no excuses. SDI believes that the key to a sustainable, secure technology environment is a solid client-partner relationship, with open communication channels, honest feedback, and mutual respect.

To secure this level of trust, SDI has developed the SDIALIGN program. Our SDIALIGN Team meets with our client teams every quarter to collect feedback on our performance, reliability, and customer service. SDI's proactive SDIALIGN program is structured to identify issues before problems occur, with our SDIALIGN Team providing independent and unbiased oversight and results reporting on client engagements. The SDIALIGN Team is empowered to enforce SDI's commitment to Presence in every client engagement.

The SDIALIGN Program includes:

- Case studies for key accounts, showing measurable milestones - what gets measured gets done.
- Face-to-face visits with clients to review project plans.
- Detection of process-related issues and communicating measurable action plans for resolution.
- Feedback to SDI senior management, who are committed to resolving client issues and objections.
- Improvement plan if a skills gap were to be identified.
- Notification to client of issue resolution and follow-up activities.

- A direct channel to the Office of the Chief Executive Officer that encourages SDI clients to express concerns.

6.5 Approach:

6.5.1 In this section, the bidder must include its approach to providing efficient and effective server administration services, as well as its proposed administrative procedures, areas of responsibility, and a discussion of service delivery, such as method of contact and assignments, etc. Bidders should provide descriptions of their approach to the following:

Two days (20 hours) per week on-site support

Not to exceed 1,000 hours for the term of this contract.

SDI's Response to 6.5

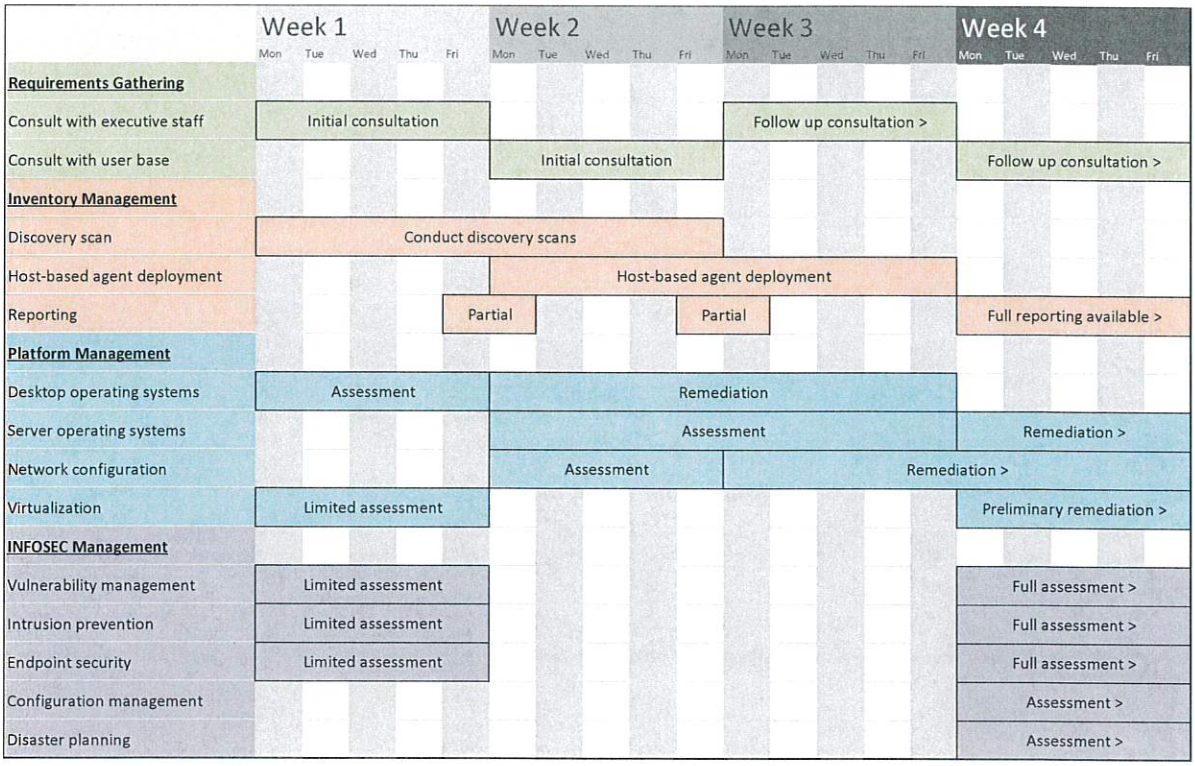
As an established IT Managed Service Provider specializing in municipal and public safety IT operations, the SDI Team typically begins all new client engagements with a multi-step approach designed to identify the current state of an organization's IT operations. This process assists the SDI Team in the development of an agreed-upon desired state and to produce a gap analysis to identify a path to transition from the current to the desired state. This approach is an essential component of new client engagement as it is an opportunity to discover overlooked vulnerabilities, recommend updated practices, policies, and procedures, and to establish a new baseline of security and risk.

In the case of the City of South Gate, the transition from the City's IT Team to the SDI Team should be a seamless process. We propose a project kick-off and briefing for the SDI project team as well as a knowledge transfer for SDI personnel so that all pertinent institutional knowledge is passed onto our team in an efficient manner.

As many organizations remain dependent on legacy operating systems and/or applications, SDI's initial assessment will evaluate the server infrastructure, identify items that are susceptible to exploitation, recommend compensating controls to help reduce risk, and make recommendations for modernization.

On the following page is a Project Timeline and Work Plan for the first four-weeks action items for the IT Assessment and transition of server administration projects from the City IT to SDI. The plan below is for a typical transition of all city IT resources to SDI's IT managed services. In the case of the City of South Gate, SDI would limit the assessment to just the server infrastructure; however, SDI is agreeable to providing a complete assessment of all IT resources for an additional fee.

The duration of performance for delivery of the Technology Plan and Policy is 45 days after the IT Assessment is completed.



Week 1

- Engage the City's IT staff and current service provider to ensure maximum knowledge transfer
- Evaluate current service provider's remote access and reconfigure in accordance with the City's preference
- Consult with City representatives/stakeholders to record observed obstacles and identify future IT goals and objectives
- Perform discovery scan and produce preliminary hardware/operating system inventory
- Identify highly vulnerable desktop assets and begin emergency risk mitigation planning
- Provide week-one report to the designated City representative that includes:
  - Preliminary observations
  - Preliminary inventory report
  - Request for approval to proceed with desktop emergency risk mitigation actions

Week 2

- Begin desktop emergency risk mitigation actions
- Identify highly vulnerable server assets and begin emergency risk mitigation planning
- Begin deployment of the host-based agent(s) to perform continuous monitoring and improve the accuracy of:
  - Hardware inventory and operating system identification
  - Applications and associated versions, patch levels, and document deficiencies
- Provide week-two report to the designated City representative that includes:
  - Progress of desktop emergency risk mitigation actions
  - Updated and expanded preliminary inventory report

Week 3

- Continue the desktop emergency risk mitigation actions
- Continue assessment of server assets and emergency risk mitigation planning
- Evaluate network configuration and security and begin risk mitigation planning
- Continue deployment of the host-based agent(s) to perform continuous monitoring and improve the accuracy of inventory
- Provide week-three report to the designated City representative that includes:
  - Progress of emergency risk mitigation actions
  - Updated and expanded preliminary inventory report
  - Request for approval to proceed with server asset emergency risk mitigation actions

Week 4

- Continue desktop emergency risk mitigation actions
- Begin server asset emergency risk mitigation actions
- Begin limited assessment of virtualization platform(s)
- Provide month-end report to the designated City representative that includes:
  - Summary of desktop, server, and network risk-mitigation actions
  - Complete inventory report
  - Summary of help desk tickets including response time and final disposition

Long-term IT Assessment and IT Business Strategy Development

The primary goal is the deliverable of a current Technology Assessment and the development of a long-term IT Business Strategy. It is during the first 4-weeks of evaluation, risk analysis, emergency mitigation actions, updates, and patching that form the foundation of the IT Assessment and Business Strategy. The results of the tasks outlined in the graph above will work in tandem with SDI engineers as they provide ongoing IT generalized support and prepare the server system Technology Plan and Policy. Much of the discovery will naturally follow as a result of the IT support services offered along with findings during daily operations.

Comprehensive Technology Plan and Policy

The SDI Team will produce and deliver a server system report for City management that includes the baseline snapshot information, summary of stakeholder discussions, and recommendations for short-term corrective measures and long-term solutions targeting optimal IT operations to meet organizational objectives.

In summary, this report will help support the development of a guide for system management services and serve as supporting documentation to develop the server system Technology Assessment and Strategic Business Plan. Note that recommendations may also include reduction or expansion of specific hardware/software platforms, modifications to currently employed technologies, and augmentation/training for staff.

The report will enable the SDI Team management and City leadership to develop a Project Plan and Outline (PPO). The PPO will be the baseline for the overall project engagement and will identify resources required from both sides. Specific milestones will be determined through which stakeholders can assess

project progress, mitigate identified issues needing immediate attention, help manage organizational change, and manage change orders as necessary. Note that initial corrective measures will provide the decommissioning of unsupported platforms as a security measure.

Proposed Staff and Qualifications

Name	Role on Project	Responsibility
Phil Danie	Executive Vice President	Responsible for the oversight of the IT technology assessment and delivery of server technology plan. Member of the Transition team.
Jason Hennessey	Account Manager	Responsible for the technical review of licensed products, hardware/software platforms, backbone, performance, and operational stability. Primary contact for this project. Member of the Transition Team.
James Brodeur	Senior Technical Analyst	Responsible for system design, implementation, diagnostics and repairs. Installation and configuration of all system components. Member of the transition team.

Staff to Support the Account

SDI proposes a proven team with extensive IT managed services experience supporting cities, counties, utilities, and other special districts. This team provides deep expertise in municipal IT service delivery best practices, as well as with the technologies that support every department. Our team brings more than just technology expertise; we bring an understanding of the core business and operational functions that are at the core of our clients' mission.

Phil Danie, Senior Vice President

Mr. Danie has been involved in Orange County Public Safety technology since 2000, when he worked as a technical resource for the Orange County Sheriff Department. He is the principal of several Orange County owned technology businesses, specializing in Information Technology Management, software engineering and development, and technology consulting.

Jason Hennessey, CISSP, Account Manager

Mr. Hennessey's professional background includes 20 years of computer system management for privately held firms, publicly held Fortune 500 & 100 firms, and the United States Government. Mr. Hennessey holds a Bachelor of Science degree in Computer Information Systems, the globally recognized CISSP® (Certified Information Systems Security Professional) credential, and industry certifications from Microsoft® and CompTIA®. Before joining SDI, Mr. Hennessey served as an Information System Security Officer (ISSO) for the United States Drug Enforcement Administration (DEA), where he managed the information security program for the DEA's El Paso Intelligence Center. Having spent more than 15 years supporting the public sector, Mr. Hennessey maintains an active security clearance. He has completed numerous training sessions regarding information security governance, common government/workplace policies, and anti-discrimination practices.

James Brodeur, Systems Engineer

Talented IT professional with over 15 years of system engineer experience. Expertise leading, coordinating, and driving to completion the installation and support of multi-million-dollar projects including servers, complex SAN infrastructures, and ethernet switches in data center environments.

Staffing Plan

20 Hours/Week – 80 Hours/Month On-Site

SDI will provide 1 (one) System Engineer I on-site at the City of South Gate, 20 (twenty) hours per week each – 80 (eighty) hours per month (avg.), excluding 10 (ten) typically observed holidays and occasional provisions for 2 (two) weeks of SDI employee paid time off (PTO), for a not to exceed total of 1000 (one thousand) hours in a 12-month period. In the event services are required on days that fall within this holiday/PTO provision, adequate staffing will be provided and SDI employee holiday/PTO usage will shift to alternate days to accommodate the City's needs but will not to exceed the 1000 (one thousand) hours cap unless mutually agreed upon.

SDI will provide an account manager to the City of South Gate, 2 (two) hours per month onsite or remote for a total of 24 (twenty-four) hours per year not to exceed 1000 (one thousand) hours cap unless mutually agreed upon. SDI will ensure the combined hours total of the assigned resources to this account will not exceed 1000 (one thousand) hours in a 12-month period.

SDI can also provide high level resources (vCIO, project manager, system engineer, network engineer, developer, DBA, and security specialist) as needed onsite or remote.

Kaseya and Auvik (Essential License) included in this option.

The primary role of the System Engineer I is to build and maintain a trusting relationship with the City employees while providing daily technical support, user guidance, O&M, and develop and maintain system documentation. Moreover, the Senior Technical Analyst will serve as the first line for problem documentation, analysis, troubleshooting, and serve as a liaison to additional SDI resources as needed.

The account manager, Jason Hennesey, will serve as the general point of contact for project planning, specialized resource allocation, and escalation.

Together with the City of South Gate, SDI will help to maintain a responsive problem resolution system and build forward-looking, comprehensive technology plans and policies with the City's stakeholders.

SDI PRESENCE LLC

Section 2 Proposal Costs

A new client **Engagement and Transition** (E&T) fee will be charged at the one-time rate of **$5,250.00. The Monthly ongoing Commitment Rate for 20 hours/week on-site is $8,300.00 (billed as T&M).** Traditionally, the E&T fee enables the SDI Team to apply additional key resources for the first 100 days of a new client engagement contract as described in SDI's RFP proposal, **Section 1, 6.5 Approach.**

The table below shows our monthly costs. Please refer to the Staffing Plan in the previous section, for an explanation of the personnel positions and hours dedicated to the supplemental IT support services.

Item	Cost
Engagement and Transition fee (one-time)	**$5,250.00**
Monthly ongoing Commitment Rate, 20 hrs./wk. One System Engineer I – 20 hrs./wk. on-site, Account Manager - 2 hrs./mo. on-site/remote, not to exceed 1000 hours combined.	**$8,300.00 monthly** **$104,858.00 Year 1, Includes one Time E&T Fee**
Kasyea – Agent	**Included**
Auvik – Essential License	**Included**
SentinelOne Endpoint Security Software	**$45** per device per year - *additional option
Cloud Object Storage for Storage Snapshots	**$28** per TB per month - *additional option
Cloud Backup Storage	**$99** per TB per month - *additional option

The cost proposal table above was prepared using a combination of the resources identified in the hourly rate table below. In the event additional resources are requested or required for mutually agreed upon special projects, the hourly rates in the SDI Hourly Rate Table below will be applied.

SDI Hourly Rate Table

Please use this table for determining staff augmentation hourly rates.

Position	Hourly Rate
Technician (Level I)	$74.00
Technician (Level II)	$78.00
Technician (Level III)	$87.00
System Engineer I	$98.00
System Engineer II	$112.00
System Engineer III	$121.00
Software Developer I	$95.00
Software Developer II	$115.00
Software Developer III	$137.00
SQL DBA	$139.00
GIS Analyst	$124.00
Project Manager	$146.00
Network Engineer	$148.00
Certified Security Specialist	$165.00

Software Architect	$167.00
Subject Matter Expert	$185.00
vCIO	$195.00

Annual adjustments to these hourly rates will incorporate a 5% increase. SDI retains the right to increase hourly rates in accordance with the U.S. Bureau of Labor Statistics, Los Angeles – Long Beach – Anaheim all urban consumers CPI table. At the time of the contract's yearly renewal date, the CPI for the previous 12-months will be utilized to determine the CPI. If the CPI is greater than 5%, SDI may increase rates to match the CPI increase for the given period.

Hours/Days When Normal Service is Available:

SDI will match the City of South Gate's normal City Hall service hours Monday through Thursday, 7:00 AM – 5:30 PM. SDI will provide on-site personnel based on the City's preferred days of service. Additional days for special projects or meetings, are to be agreed upon by both parties via a Scope of Work and billed using the rate table above. We also understand the need for emergency service 24 hours a day, 7 days a week, and there is no additional rate for such services. The same hourly rates apply to any time of day, or day of the week, including holidays and declared emergencies.

Travel/Trip Charges (if any):

None

Rate(s) for After Hours Work:

The same hourly rates apply to any time of day, or day of week, including holidays and declared emergencies.

Rate(s) on Weekends and Holidays:

Same as above.

Any alternate pricing structures (such as block of hours):

Hours may be purchased as a block for specified projects.

In Table 1 below provide proposed costs for personnel for an average of 20 hours of on-site support per week.

Table 1 – On-Site Support

Task	Hourly Rate
On-Site Server Administrator (twenty hours per week)	$98.00

Subject-Matter Expert (SME) Project Costs - Using table 1 below, please provide hourly costs for remote and onsite SME assistance for Tier 2 or Tier 3 problem resolution or SME-level projects.

Table 1 – Hourly Rates

SME Title	Remote Hourly Rate	On-Site Hourly Rate	After-Hours Emergency Rate
System Engineer II	$112.00	$112.00	$112.00
System Engineer III	$121.00	$121.00	$121.00
Software Developer I	$95.00	$95.00	$95.00
Software Developer II	$115.00	$115.00	$115.00
Software Developer III	$137.00	$137.00	$137.00
SQL DBA	$139.00	$139.00	$139.00
GIS Analyst	$124.00	$124.00	$124.00
Project Manager	$146.00	$146.00	$146.00
Network Engineer	$148.00	$148.00	$148.00
Certified Security Specialist	$165.00	$165.00	$165.00
Software Architect	$167.00	$167.00	$167.00
Cloud Engineer III	$175.00	$175.00	$175.00
Subject Matter Expert	$185.00	$185.00	$185.00
vCIO	$195.00	$195.00	$195.00

SDI PRESENCE LLC

Section 3 References

Provide a minimum of 3 references for similar scoped project and support services:

1. Owner Name: City of Arcadia

Address: 240 W. Huntington Dr., Arcadia CA 91007

Name of Contact: Wilson Luo – IT Manager

Phone: (626) 574-5489, Email: wluo@ArcadiaCA.gov

Project Description: SDI provides annual IT support for all City departments. A sampling of projects includes firewall upgrades at both the City and Police Department, each site with redundant application-layer firewalls, interconnected and configured to leverage modern information security capabilities.

2. Owner Name: City of Los Alamitos

Address: 3191 Katella Avenue, Los Alamitos, CA 90720

Name of Contact: Ron Noda – Director of Development Services

Phone: 562-431-3538, ext. 500, Email: RNoda@cityoflosalamitos.org

Project Description: SDI provides annual IT support for all City departments. A sampling of projects includes CAD/RMS installation, configuration, and deployment; city-wide WIFI deployment; migration from physical to virtualized server environment; implemented Veeam virtual backup solution; deployed capacity-optimized all-flash network storage; Laserfiche deployment; VOIP implementation; Emergency Operations Center upgrades; Incode finance software upgrades; migration to Exchange Online.

3. Owner Name: City of Glendora

Address: 141 N. Glendale Ave., Suite 314, Glendale, CA 91206

Name of Contact: Sam Robbin – IT Manager

Phone: (626) 852-4888, Email: SRobbin@cityofglendora.org

Project Description: SDI provides IT support for all City departments. In the short time SDI has been involved, the number of open helpdesk tickets has dramatically decreased while the response times have increased. SDI is also in the process of redesigning the City's network layout while improving security. SDI is also in the planning stages of reducing hardware and budget while increasing reliability. Additional projects include disaster recovery redesign, ERP implementation, deployment system for Police MDCs and desktops, and CAD/RMS upgrades.

4. Owner Name: City of La Verne
Address: 3660 D St., La Verne, CA 91750
Name of Contact: J.R. Ranells
Phone: (909)596-8710 Email: jranells@cityoflaverne.org
Project Description: SDI provides annual IT support for all City departments. A sampling of projects includes firewall upgrades at both the City and Police Department, each site with redundant application-layer firewalls, interconnected and configured to leverage modern information security capabilities. Migrated from legacy on-premises email and office productivity software to Microsoft's Office 365 for US Government Community (GCC) services. Modernized virtualization platforms and added capacity-optimized all-flash storage arrays to provide reliable high-speed access to criticaldata systems. Deployed industry-leading backup and recovery solutions to ensure continued availability of data, leveraging both on-site and cloud-based repositories. Established Active Directory Federation Services (ADFS), providing secure Single Sign-On (SSO) capabilities with trusted partner organizations. Designed and configured network DMZ to segment public-facing data/services from internal resources. Performed desktop asset refresh throughout all City departments and decommissioned unsupported server equipment and operating systems.
5. Owner Name: City of Westminster
Address: 8200 Westminster Blvd., Westminster, CA 92683
Name of Contact: Darin Lenyi – Chief of Police
Phone: (714) 548-3708 Email: dlenyi@westminster-ca.gov
Project Description: SDI provides IT support for all City departments, augmenting organizational IT staff for routine operations, collaborating with outside vendors for enterprise applications, and in a consultancy capacity for special projects. A sampling of notable activities includes assessment of existing layered information security systems and the development of recommendations to improve security posture; reviews of server virtualization infrastructure and development of upgrade/modernization procedures that support continuous system availability; establish multi-factor authentication solution including special provisions for the Police Department critical bypass events; assist with ongoing virtual desktop infrastructure (VDI) modernization initiatives and recommend best-value hardware replacement equipment; test/validate existing disaster recovery solution and implement configuration adjustments as needed; develop and deploy Windows Deployment Services (WDS) solution to streamline asset recovery/refresh initiatives; establish Microsoft System Center Configuration Manager (SCCM) for application deployment; redesign Active Directory and Group Policy settings to ensure adherence to generally accepted best practices. Ongoing projects include collaboration with existing third-party enterprise resource planning (ERP) and enterprise application solution providers to modernize legacy systems and better leverage newly available system performance enhancements; custom software development initiatives to enhance public reporting systems to better align with regulatory authorities and public disclosure requirements; implementation of continuous monitoring and periodic vulnerability assessment solutions.

SDI PRESENCE LLC

Section 4 Required Forms

The following forms are provided in this section.

1. Specific Bidder Information
2. Anti-Collusion Affidavit Compliance
3. Proof of Insurability
4. Reference Table (Additional References are included in Section 3)
5. Acknowledgments of Addendum/Authorization

Sample Professional Services Agreement – SDI will utilize The City of South Gate's standard agreement included in the RFP and negotiate the terms if awarded the contract. SDI will not be providing a sample professional services agreement at this time.

15 Specific Bidder Information

Statement of Bidder. I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within 90 days of the response due date, to provide the specified items and/or services or work as described in the specifications and the instructions for the sum shown in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached. This authorization also certifies bidder compliance with all applicable State and Federal laws.

Name of Firm: SDI Presence LLC

Address: 200 E. Randolph Street, Suite 3550

City, State, Zip: Chicago, Illinois 60601

Principle Officer: David Gupta, Executive Chairman

Partnership or Corporation Under State Laws Of: Delaware Limited Liability Company

Authorized Signature: Sharee L Wolff Sharee L. Wolff

Title: Chief Financial Officer

Person to Contact Regarding This Bid: Phil Danie, Sr. Vice President

Phone Number: (949) 836-3351

15.1 Anti-Collusion Affidavit of Compliance

Sharee L. Wolff, being first duly sworn, deposes and says:

(print name)

that she is Chief Financial Officer of SDI Presence LLC

(city, president, partner, etc.) (name of company)

the party making the foregoing Proposal, that this Proposal is genuine and not collusive or sham; that Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any person, to put in a sham Proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the price element of said Proposal or that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

Signed: Sharee L Wolff

Date: October 3, 2023

15.2 Proof of Insurability

Insurance Provisions:

15.2.1 General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence, $2,000,000 aggregate.

15.2.2 Additional Insured Endorsement form, using one of the listed forms.

15.2.2.1 CG 20 10 11 85, CG 20 10 07 04, CG 20 10 10 01 Naming as Additional Insured ("City of South Gate, its Council Members, Commissioners, officers, employees and agents."

15.2.2.2 Endorsement Waiver of the Right of Subrogation for General Liability against the City of South Gate.

15.2.3 Auto Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

15.2.3.1 Primary Bodily Injury with limits of at least $1,000,000 per person, $2,000,000 per occurrence.

15.2.3.1.1 Primary Property Damage of at least $1,000,000 per occurrence; or

15.2.3.1.2 Combined single limit of $1,000,000 per occurrence.

15.2.4 Workers' Compensation Insurance: as required by State Statutes.

15.2.4.1 Endorsement Waiver of the Right of Subrogation for Workers' Compensation against the City of South Gate.

15.2.5 City of South Gate and its agents to be named as an Additional Insured on the above- captioned insurance coverage as respects the City's and its agent's interests under this agreement. This is to be complied with by presenting an appropriate insurance certificate (at no additional cost) to the City and its agents prior to award of contract and commencement of work under this contract; and by presenting to the City and / its agents an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this agreement. **Purchase Order/s will not be issued until completed paperwork is received and approved.**

15.2.6 All policies of insurance shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.

15.2.7 Insurance policies to be in a form and written through companies acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Proposal Submitted By: SDI Presence LLC

(Contractor Name)

Address: 200 E. Randolph Street, Suite 3550, Chicago, IL 60601

Being duly sworn, I do hereby acknowledge that I have read the insurance specifications herein and agree the above contractor is eligible for insurance per aforesaid specifications.

Subscribed and sworn before me on the 3rd day of October , 2023.

Signed: Shawn L Wright

Date: October 3, 2023

Insurance Company: Lockton Companies

Address: 500 West Monroe, Suite 3400, Chicago, IL 60661

16. Reference Table

Provide a minimum of 3 references for similar scoped project and support services:
1. Owner Name: City of Arcadia

Address: 240 W. Huntington Dr., Arcadia CA 91007

Name of Contact: Wilson Luo – IT Manager

Phone: (626) 574-5489, Email: wluo@ArcadiaCA.gov

Project Description: SDI provides annual IT support for all City departments. A sampling of projects includes firewall upgrades at both the City and Police Department, each site with redundant application-layer firewalls, interconnected and configured to leverage modern information security capabilities.

2. Owner Name: City of Los Alamitos

Address: 3191 Katella Avenue, Los Alamitos, CA 90720

Name of Contact: Ron Noda – Director of Development Services

Phone: 562-431-3538, ext. 500, Email: RNoda@cityoflosalamitos.org

Project Description: SDI provides annual IT support for all City departments. A sampling of projects includes CAD/RMS installation, configuration, and deployment; city-wide WIFI deployment; migration from physical to virtualized server environment; implemented Veeam virtual backup solution; deployed capacity-optimized all-flash network storage; Laserfiche deployment; VOIP implementation; Emergency Operations Center upgrades; Incode finance software upgrades; migration to Exchange Online.

3. Owner Name: City of Glendora

Address: 141 N. Glendale Ave., Suite 314, Glendale, CA 91206

Name of Contact: Sam Robbin – IT Manager

Phone: (626) 852-4888, Email: SRobbin@cityofglendora.org

Project Description: SDI provides IT support for all City departments. In the short time SDI has been involved, the number of open helpdesk tickets has dramatically decreased while the response times have increased. SDI is also in the process of redesigning the City's network layout while improving security. SDI is also in the planning stages of reducing hardware and budget while increasing reliability. Additional projects include disaster recovery redesign, ERP implementation, deployment system for Police MDCs and desktops, and CAD/RMS upgrades.

17. Acknowledgments

17.1 By submission of this Proposal, the Bidder certifies that:

17.1.1 The bidder has verified prices and the conditions of this Proposal. That this Proposal has been reviewed and accepted by all appropriate parties constituting this offer.

17.1.2 The individual signing this Proposal certifies that he/she is a legal agent of the Bidder and is further authorized to represent the offering and is legally responsible for the decision as to the prices and supporting documentation provided.

17.1.3 Acknowledgment of Receipt of Any Issued Addenda

17.1.4 The following Addenda to the Specifications have been received and have been considered in response to this Request for Proposal.

Date: 09/21/2023 – Addendum 1
Date: _____
Date: _____

17.1.5 The successful Bidder will bear the burden of any and all undisclosed costs.

17.2 Authorization

17.2.1 Signature of Authorized Company Representative

17.2.2 Name of Authorized Rep - (Typed): Sharee L. Wolff, CFO

17.2.3 Signature: Sharee L Wolff
Date: October 3, 2023

17.2.4 Employer Identification Number: 81-1357524

17.2.5 Company Name: SDI Presence LLC

17.2.6 Street Address: 200 E. Randolph Street, Suite 3550

17.2.7 City, State, Zip: Chicago, IL 60601

17.3 Professional Services Agreement

17.3.1 A Professional Services Agreement (PSA) will be entered into with the selected bidder. A sample PSA is attached as Exhibit A. Before proposing, the bidder should review the sample PSA to understand it and determine if the terms and conditions included in the sample PSA can be met by the bidder.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2024 — 9/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1424646 SDI Presence LLC 200 E. Randolph St Ste 3550 Chicago IL 60601	INSURER A : The Charter Oak Fire Insurance Company — 25615 INSURER B : The Phoenix Insurance Company — 25623 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Travelers Indemnity Company of Connecticut — 25682 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19918613 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	H-630-0S724669-PHX-23	6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	810-0S724577-23-I3-G	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	CUP-0S724762-23-I3	6/1/2023	6/1/2024	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-0S724412-23-I3-G	6/1/2023	6/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP- IT Support Services

CERTIFICATE HOLDER

19918613
City of South Gate
8650 California Avenue
South Gate CA 90280

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of South Gate, its Council Members, Commissioners, officers, employees and agents are included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of the Additional Insureds if required by written contract with respect to General Liability per the terms and conditions of the policy where permitted by state law.

SDI PRESENCE LLC

Appendix A Resumes

The following pages provide the resumes of staff we are presenting to the City.

SDI PRESENCE LLC

EXPERIENCE SUMMARY

Phil Danie

Senior Vice President

Mr. Danie's professional background includes more than 20 years of Information Technology expertise delivering innovative solutions to Municipal and Public Safety organizations throughout Orange County and Los Angeles County, California. As the principal of several technology businesses specializing in information technology management, software engineering, and technology consulting, Mr. Danie brings significant leadership and technical expertise required for project management and technical solution delivery.



AREAS OF EXPERTISE

- Project Management
- Server & Desktop Virtualization
- Enterprise Storage Solutions
- Azure and AWS Cloud Services
- Video Management Systems
- Firewall Management
- CAD/RMS Systems
- Wireless Network Solutions
- Cybersecurity
- System Administration

PROFESSIONAL EXPERIENCE

SDI Presence LLC (formerly Scientia Consulting Group)
(2006 - Present)
Senior Technical Analyst/Senior Vice President
Deliver contracted Information Technology Service Management (ITSM) solutions and project management to municipal and public safety organizations. Lead software engineering and software development teams to produce enterprise-grade applications and solutions for clients. Participate in regional public sector consortiums to promote information sharing and solution delivery.

- Virtualization implementations and upgrades with VMware ESXi/vSphere (4.x - 7.x)
- Virtual Desktop Infrastructure (VDI) deployments with VMware Horizon
- Next Generation Firewall (NGFW) setup, migrations, and management
- Email solutions and migrations for Microsoft Exchange (2010 – 365)
- Windows Deployment Services (WDS) configuration and management
- LaserFiche document management solutions (7 - 11)
- Database installation, upgrades, and management with Microsoft SQL (2000-2019)
- Enterprise storage deployments and iSCSI and Fibre Channel configuration
- Computer Aided Dispatch/Records Management System (CAD/RMS) implementations
- 911 Dispatch Center build-outs and upgrades
- Emergency Operations Center (EOC) design and build out
- Surveillance system, in-car video, body-worn video system deployment
- Enterprise Resource Planning (ERP) import/export integrations
- Develop and deploy innovative local/campus/microwave Wi-Fi solutions
- System administration of Microsoft 365, Azure, Windows/Linux systems
- Network engineering with multiple network equipment manufacturers
- Create RFP/RFQ/ RFI for municipal and public safety organizations

PROFESSIONAL EXPERIENCE CONTINUED

Orange County Sheriff's Department
Computer Deductions Inc.
(2000 - 2007)
Technical System Analyst

- Maintain connectivity for over 200 patrol and 150 investigative mobile data computers (MDCs) throughout the county using WLAN and WWAN
- NetMotion administrator
- Build custom Images with fully automated scripts
- CA DOJ CLETS certified
- EMC Storage certifications
- Unisys certified
- Manage EMC Storage Equipment
- Responsible for all SAN connectivity
- Integrated Law and Justice CJIS project to assess all Orange County law enforcement agencies and ensure compliance and ability for expansion.

EDUCATION

University of Houston/ 1999

- Accounting

Saddleback College / 2001-2002

- .NET Framework programming
- SQL Database Admin

SKILLS

Database/Language/Tools

Basic HTML, Basic SQL, Identity Management Systems, Video Management Systems, Work Order Management Systems, Office 365, VB .Net, C# .Net

Software

AutoCAD, Hexagon Public Safety Products, Motorola Public Safety Products, Central Square Public Safety Applications, Security and Access Control Applications, VMware ESXi, VMware vCenter, VMware vSphere, VMware Horizon, InTIme, Telestaff, IAPro, 911 phone systems, various call recording products, SOMA Global and Mark43 CAD/RMS systems.

Operating Systems

All modern Microsoft and Linux platforms

Network

Firewalls – Palo Alto, Cisco, Fortinet, SonicWall

Switching & Routing – Cisco, Dell, HP

SDI PRESENCE LLC

James D. Brodeur

Senior Technical Analyst



EXPERIENCE SUMMARY

Talented IT professional with over 15 years of system engineer experience. Expertise leading, coordinating, and driving to completion the installation and support of multi-million-dollar projects including servers, complex SAN infrastructures, and ethernet switches in data center environments.

PROFESSIONAL EXPERIENCE

Multiple Agencies – Orange County
(06/2019 - Present)
Senior Technical Analyst/Tech 3
Provides IT and Cybersecurity support for multiple cities and police departments including the City of Los Alamitos, West Cities Police Communications, and Laguna Beach Police.

- Troubleshoot domain logins, PCs, email, phones, and network related issues.
- Maintained server hardware running VMware and Hyper-V virtual systems.
- Managed Antivirus software (ESET, Symantec, SentinelOne, etc.) to keep network running smoothly.
- Monitored and controlled network traffic with Palo Alto, Cisco firewalls and Barracuda and AppRiver spam filters.
- Responsible for system backups using Veeam and Barracuda backup services.

Marvel, Formerly QLogic, a wholly owned subsidiary of Cavium, Inc.
(06/2012 - 06/2019)
Senior Systems Engineer

- Designed, developed, and tested fibre channel products in complex SAN environments.
- Worked with vendors to develop components and test functional specifications.
- Executed Microsoft WHQL (HLK and HCK) tests and submissions to certify Windows 2008-2019 drivers for all QLogic products.
- Tested QLogic adapters in various customer and OEM servers and test appropriate Windows drivers, QLogic applications and adapter firmware.
- Developed and conducted tests to verify the functionality, performance, and accuracy of QLogic, and customer specifications.
- Collaborated with QLogic customers, developers, and management on critical issues until successful conclusion.
- Setup and maintained HP, Dell, Lenovo, Cisco, Brocade, EMC, NetApp, 3Par, and Tape hardware.

AREAS OF EXPERTISE

- Cybersecurity
- Quality Assurance
- Enterprise Solutions
- LAN Administration
- Virtualization
- System Configuration
- Technical Support
- SAN Administration
- Server Administration
- Remote Troubleshooting
- Project Management
- Software Deployment

CERTIFICATIONS

- Cybersecurity Technician Certificate
- Cybersecurity Analyst Certificate
- CompTIA Security+

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PROFESSIONAL EXPERIENCE CONTINUED

CynCast
(01/2012 - 03/2012)
Network Systems Engineer (Contractor)

- Responsible for virtualizing 12 physical Web Farm and Application servers, onto 4 physical servers, using VMware ESXi to cut power costs, create more rack space and retire old server hardware.
- Created VMware virtual machines for testing and development that included installing/patching Windows Server, SQL Server, and Exchange Server.
- Configured and managed Symantec Backup Exec and ARCvault tape storage, to backup all production servers, virtual machines, and databases.

Microsoft Corporation
(03/2006 - 05/2011)
System Administrator/Software Test Engineer, Parallel Data Warehouse (PDW) (2009-2011)

- Integrated and setup 100+ virtual servers with Hyper-V that cut costs on hardware purchases.
- Administrated and maintained Hyper-V servers which included creating and storing Snapshots, reverting Snapshots, installing Windows OS (XP, Vista, Windows 7, Windows Server 2000/2003/2008), troubleshooting issues, assigning IP addresses, and involved with decisions on improvements.
- Maintained and utilized PowerShell scripts to automate the Hyper-V setup process.
- Created SharePoint sites to help organize team project timelines and workload and to organize hardware inventory so proper use of hardware was implemented.
- Administrator for team SharePoint site including document organization, user and groups administration/rights, and design.
- Utilized SharePoint to manage and assign virtual and real lab appliances to PDW team members to ensure proper testing resources were assigned.
- Provided 24/7 support for all PDW servers, SAN Storage, switches, etc., located in Microsoft Technology Centers, Microsoft labs, vendor, and customer sites.
- Coordinated and led post-mortem meetings after appliance builds and installs, providing valuable feedback to eliminate errors and free up team members' time and provide better customer service.
- Corresponded with HP to create hardware and software installation documentation, including on-site visits to train HP employees on PDW, oversaw PDW builds and installations and acted as primary point of contact for any questions or concerns.

Service Operations Engineer, PDW (2008-2009)

- Coordinated and completed the installation and relocation of $1 million test hardware in Orange County/Redmond labs and datacenters.
- Provided 24/7 support for all PDW servers, SAN Storage, switches, etc., located in Microsoft Technology Centers, Microsoft labs, vendor, and customer sites.
- Experience installing and configuring hundreds of SQL Server 2008 instances using Management Studio to create users/groups, permissions, Failover Clusters, and database creation.
- Exposed to SQL Server 2008 Failover Clusters setup and administration.
- Installed and administrated 100+ of Windows Server 2008 instances in a way to work together as an appliance that included creating an internal network, user, and group administration (Active Directory), Failover Flusters, HPC and troubleshooting.
- Scheduled and converted existing DATAllegro V3 appliances from Linux/Ingres to Windows/SQL Server to support product development and saved millions of dollars using existing equipment.
- Developed PDW installation and configuration documentation for equipment from Dell, HP and IBM.

PROFESSIONAL EXPERIENCE CONTINUED

- Proactively monitored systems in data centers to ensure hardware issues were resolved before they affected testing of new PDW features.

Data Warehouse System Administrator, DATAllegro acquired by Microsoft in 2008 (2006-2008)

- Proficient in supporting and configuring high-end computer equipment such as Cisco switches and QLogic fibre channel routers and switches, Dell servers and switches, EMC storage devices and APC PDUs.
- Performed software and firmware upgrades for Infiniband and Ethernet switches (Cisco, QLogic, Dell).
- Experience with configuring VLANs on Cisco and Dell Ethernet switches.
- Installed and configured Cisco Ethernet switches in several datacenters to make appliances accessible to customers and to home office.
- Managed Windows 2000/2003 servers, including DHCP, DNS, AD, Web servers and TCP/IP.
- Configured Windows 2000-2003 servers to integrate with Linux appliance and made accessible to external customers.
- Coordinated, built, and installed hardware/software, while maintaining 100+ Terabyte, in-house and on-site data warehouse appliances, worth several million dollars.
- Planned and led a 30-day long data center upgrade, which consisted of training 15 contract associates on building and configuring over 300+ servers.
- Maintained multiple client data warehouse builds in the US and London, England. Responsibilities included equipment cabling, software (Windows, SuSe and Red Hat) installation and created/utilized Bash scripts to implement automated processes that rapidly configured all servers.
- Built and supported Proof of Concept data warehouse servers for company development teams that bolstered sales for potential clients.

EDUCATION

University of Phoenix, Diamond Bar / 2005

- BS Information Technology

SKILLS

Database/Language/Tools

Basic SQL

Software

Antivirus software (ESET, Symantec, SentinelOne)

Operating Systems

Windows and Workstation/Server

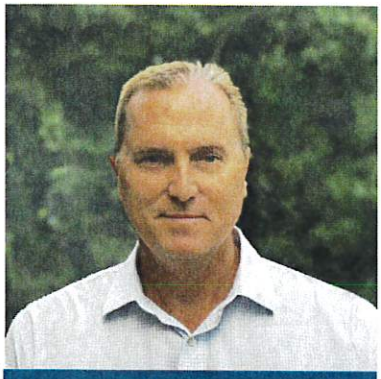
Hardware

Workstation/Server, QLogic, VMWare

SDI PRESENCE LLC

Jason Hennessey

Account Manager / Information Security Architect



EXPERIENCE SUMMARY

Professional background includes more than 20 years of computer system management Federal Government, Local Government, publicly and privately held firms. A Certified Information Systems Security Professional (CISSP), CJIS Local Agency Security Officer, and former Information System Security Officer (ISSO) for the United States Drug Enforcement Administration. Community outreach includes presenting cybersecurity lectures to local professional organizations, online safety to youth groups, and maintaining affiliation with special interest groups dedicated to sharing intelligence and preventing hostile acts against the nation's infrastructure.

PROFESSIONAL EXPERIENCE

SDI Presence LLC
(2017 - Present)
Account Manager / Information Security Architect / Consultant
Perform enterprise-level Information Technology and Information Security services for municipal and public safety organizations in the western United States, primarily focused in the Southern California region. Serve as the contracted account manager, INFOSEC subject matter expert, and technical lead for local government organizations, managing IT operations for multiple municipal departments.

- Account & Project Management: Consult with municipal leadership, internal staff, and outside vendors to identify, budget, develop, implement, and validate IT solutions to meet organizational objectives; leverage best-value procurement vehicles such as California Department of General Services, CMAS, and NASPO to ensure purchasing process conform to regulatory guidelines
- Information Security: Develop and integrate continuous enhancements to clients' layered security model, including, but not limited to, EDR/XDR, firewalls, network equipment, network/host-based antivirus, cloud-based email filtering, Microsoft Active Directory group policy configurations, and Microsoft/Office 365 parameters; manage continuous monitoring systems, conduct monthly vulnerability assessments, and coordinate corresponding remediation activities
- Firewall Administration: Select, procure, configure, deploy, and perform ongoing administration and maintenance for multiple Palo Alto firewalls in FIPS + High Availability (HA), including Global Protect VPNs, multiple IPSec tunnels to partner agencies, URL filtering, Threat Prevention, and continuous monitoring and enhancements to rules/exceptions designed to protect IT operations
- System Administration: Lead the system administration of servers, desktops, and mobile devices in a Microsoft Windows Active Directory environment

AREAS OF EXPERTISE

- Information Security
- Project Management
- CJIS Compliance Consulting
- NIST SP 800 Series Compliance
- Disaster Recovery
- Public Safety Operations
- Microsoft 365 Administration

CERTIFICATIONS

- CISSP® – Certified Information Systems Security Professional (DAWIA/IAM Level III)
- CJIS Level 4 Security
- CJIS Advanced Certification
- CJIS Local Agency Security Officer (LASO)
- MCP – Microsoft Certified Professional
- CompTIA Network+
- CompTIA A+

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PROFESSIONAL EXPERIENCE CONTINUED

- Disaster Recovery: Document disaster recovery planning; administer Veeam Backup and Replication to on-premises, cloud-based, and offline repositories; perform regular file level and virtual machine restorations to ensure system reliability; administer Pure Storage arrays and immutable snapshots to ensure rapid recovery capabilities
- Microsoft 365 Administration: Converted from legacy on-premises Microsoft Exchange to hybrid model, including Active Directory synchronization to Azure, leveraging a Microsoft Enterprise Agreement to ensure conformity to software licensing requirements and organizationally defined data retention policies
- Public Safety Operations: Manage mobile data computers (MDC), secure NetMotion VPN connectivity to internal resources, support Computer Aided Dispatch and Records Management System (CAD/RMS); ensure compliance with CJIS/DOJ policies; connectivity to Sheriff's Department for JDIC, CLETS, mnemonics, Live Scan, and other public safety related matters

United States Drug Enforcement Administration
(2008 - 2017)
Information System Security Officer / Information Security Analyst
Served as the Information System Security Officer (ISSO) and resident information security (INFOSEC) subject matter expert for the United States Drug Enforcement Administration's (DEA) El Paso Intelligence Center (EPIC), an internationally recognized law enforcement intelligence center comprised of over 25 agencies spanning Federal, State, and local law enforcement, Department of Defense, Intelligence Community, and international governmental organizations.

- INFOSEC leadership: Performed enterprise-level information assurance management that included supervision of INFOSEC support staff, collaboration with Chief Information Officer to develop and implement INFOSEC solutions in alignment with strategic business/IT objectives, and performed daily management of INFOSEC projects that resulted in the organization's repeated top ranking amongst 40 Department of Justice (DOJ) component information systems
- Regulatory compliance: Evaluated information systems for compliance with the Federal Information Security Modernization Act (FISMA), National Institute of Standards and Technology (NIST) Special Publication 800-series standards and guidelines, Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIG), DOJ / DEA policies, and applicable Executive Orders; documented level of compliance and coordinated with IT management to develop and implement corrective measures or applicable risk mitigation strategies as necessary
- System accreditation: Led the continuous Security Assessment and Authorization (A&A) / Certification and Accreditation (C&A) process, as defined in the NIST Risk Management Framework; compiled security assessment reports, documented Plan of Action and Milestones (POA&M) in DOJ's Cyber Security and Assessment Management (CSAM) portal, produced System Security Plans, and prepared for submission to Authorizing Official to gain continuing Authorization to Operate (ATO)
- Budget and planning: Managed organizational INFOSEC budgeting to include human resource planning, hardware/software procurement and periodic refresh, operations and maintenance, and strategic planning
- Vulnerability management: Performed vulnerability management processes through observation, automated assessment, and security audit and compliance tools [Intel/McAfee Vulnerability Manager; Tenable Nessus/SecurityCenter; Trustwave DbProtect] to identify configuration flaws and coordinate vulnerability remediation; developed the organization's first Vulnerability Management Plan and established patch management/remediation timelines for US-CERT/vendor critical alerts

PROFESSIONAL EXPERIENCE CONTINUED

- Continuous monitoring: Managed and maintained continuous monitoring and threat detection tools, including real-time intrusion prevention system / intrusion detection system (IPS/IDS) [Intel/McAfee], security information and event management (SIEM) [HP/ArcSight], endpoint lifecycle management system (ELMS) [IBM Tivoli/BigFix], and malware defenses
- Disaster planning and authoring: Led the organization's Incident Response Team (IRT), primary author of Incident Response Plan (IRP) and Continuity of Operations Plan (COOP), contributing author of Information System Contingency Plan (ISCP), and in collaboration with organizational Chief of Staff and Chief Counsel, developed Memorandums of Understanding (MOU), and Interconnection Security Agreements (ISA) with partner agencies
- Change control: Served as a member of the Configuration Control Board (CCB) and first-line adjudicator of proposed system changes; developer of the organization's first Security Impact Assessment workflow to standardize risk and vulnerability assessments; coordinated with configuration management personnel to ensure adherence to secure configuration methodologies
- Identity and access control: Managed user account provisioning, multifactor authentication enforcement, and roll-based access controls designed to limit access to IT resources following the principles of least privilege and separation of duties

Computer Sciences Corporation
(2007 - 2008)
Network Administrator (Contract Assignment at U.S. Drug Enforcement Administration)
Administered network hardware and infrastructure for 2000+ network drops supporting multiple high security networks. Network hardware consisted of Cisco Catalyst switches, Cisco Integrated Services routers, McAfee Enterprise firewalls.

- Participated in a data center upgrade and consolidation project that included architectural planning, infrastructure replacement, network asset refreshes, and documentation
- Supervised the daily tasking and workload balancing of helpdesk operations supporting 500 on-site users and 32,000 web-based users ensuring compliance with established procedures and guidelines
- Designed and produced weekly and monthly contract-deliverable reports detailing operations, system performance metrics, user trends, and prepared for submission to the organization's Chief Information Officer

The Home Depot, Inc.
(2001 - 2005)
System Administrator
Supported the organization's western regional corporate office on a variety of platforms including Microsoft Windows Server 2000 / NT / Windows 2000 / 98; Mac OSX / OS9; Novell NetWare.

- Planned and executed system deployment including installation, integration, configuration, testing and maintenance of server and workstation hardware, operating systems, applications, and peripherals
- Conducted employee software training in a live environment, corporate classroom, and off-site for store-level personnel

EDUCATION

Park University, Parkville, MO

- Bachelor of Science Management/Computer Information Systems (Summa Cum Laude)

Stanbridge College, Irvine, CA

- CCNA training, Microsoft MCSE training, and CompTIA A+ technician training programs

AFFILIATIONS

Security Clearance / Background Adjudication

- Previously cleared to the Top Secret / Sensitive Compartmented Information (TS/SCI) level

International Information Systems Security Certification Consortium (ISC)²

- Member, 2010-Present

InfraGard El Paso Chapter

- Member, 2010-Present

SDI
SDI PRESENCE LLC

Appendix B West Coast Client List

The following pages provide SDI's West Coast Client List.

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Municipalities								
Alameda, CA		✓					✓	✓
Alhambra, CA			✓					✓
Anaheim, CA	✓						✓	✓
Arcadia, CA			✓					✓
Belmont, CA	✓							
Beverly Hills, CA	✓	✓						✓
Branson, MO	✓	✓						✓
Burbank, CA	✓	✓						
Burlingame, CA				✓			✓	
Carson, CA				✓				
Carson City, NV	✓	✓					✓	✓
Chino, CA							✓	✓
Chino Hills, CA				✓			✓	✓
Concord, CA				✓				✓
Coronado, CA			✓	✓			✓	✓
Costa Mesa, CA								✓
Cupertino, CA	✓	✓						
Davis, CA							✓	✓
El Segundo, CA	✓	✓						
Fairfield, CA	✓	✓	✓		✓	✓	✓	✓
Fontana, CA		✓						
Fremont, CA				✓			✓	✓
Fresno, CA	✓	✓					✓	✓
Galt, CA	✓	✓	✓	✓	✓	✓	✓	✓
Glendora, CA			✓					✓
Gilroy, CA	✓	✓		✓			✓	✓
Glendale, CA	✓	✓		✓			✓	✓
Half Moon Bay, CA				✓			✓	
Huntington Beach, CA	✓	✓			✓			✓
Indio, CA				✓			✓	
Industry, CA				✓				
Irvine, CA		✓		✓	✓	✓		✓
La Quinta, CA				✓			✓	✓
Laguna Beach, CA	✓	✓						
La Verne, CA			✓					✓
Long Beach, CA				✓			✓	✓
Los Angeles, CA				✓				✓

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Los Banos, CA	✓	✓						
Malibu, CA	✓	✓					✓	
Manhattan Beach, CA	✓	✓			✓		✓	✓
Merced, CA			✓				✓	✓
Millbrae, CA							✓	
Napa, CA	✓	✓			✓			✓
Newport Beach, CA					✓		✓	✓
Novato, CA	✓	✓			✓			✓
Ontario, CA		✓		✓			✓	
Orange, CA	✓	✓			✓		✓	✓
Oxnard, CA	✓	✓						
Pasadena, CA							✓	✓
Paso Robles, CA				✓			✓	✓
Petaluma, CA							✓	
Pismo Beach, CA	✓	✓					✓	
Pleasant Hill, CA							✓	
Rancho Cordova, CA	✓	✓						✓
Rancho Cucamonga, CA							✓	✓
Rancho Palos Verdes, CA	✓	✓					✓	✓
Redlands, CA							✓	
Redwood City, CA	✓	✓		✓			✓	
Rohnert Park, CA	✓			✓			✓	✓
San Luis Obispo, CA	✓	✓					✓	✓
San Rafael, CA	✓	✓		✓	✓		✓	✓
San Ramon, CA				✓			✓	
Santa Barbara, CA				✓				
Santa Clara, CA	✓	✓	✓	✓	✓		✓	✓
Santa Cruz, CA	✓	✓	✓		✓			✓
Santee, CA				✓			✓	
Scottsdale, AZ	✓							
Stockton, CA	✓	✓		✓	✓			✓
Suisun City, CA				✓			✓	
Sunnyvale, CA							✓	
Vacaville, CA							✓	
Ventura, CA	✓	✓			✓			✓
Visalia, CA	✓	✓			✓			
Vista, CA	✓	✓	✓		✓			✓
Walnut Creek, CA	✓	✓			✓			✓
Watsonville, CA	✓	✓		✓				✓
West Covina, CA			✓				✓	✓
West Hollywood, CA	✓	✓					✓	
Yucaipa, CA				✓				
Special Districts								
Central Contra Costa Sanitation District	✓	✓	✓	✓	✓		✓	✓

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Chino Valley Independent Fire District				✓			✓	✓
Citrus Heights Water District								✓
Coachella Valley Water District							✓	✓
Cosumnes Community Services District				✓			✓	
Cucamonga Valley Water District							✓	
Delta Diablo Sanitation District	✓	✓						✓
East Valley Water District	✓	✓						
Eastern Municipal Water District							✓	
Elsinore Valley Municipal Water District	✓	✓						
Helix Water District	✓	✓			✓			
Lake Arrowhead Community Services							✓	
Las Virgenes Municipal Water District	✓	✓				✓	✓	
Los Angeles County Employees Retirement							✓	
Monterey Regional Water P.C.A.	✓	✓						
Moulton Niguel Water District	✓	✓	✓	✓	✓		✓	✓
North Tahoe Public Utilities District	✓	✓						
Port of Los Angeles	✓	✓						
Rancho California Water District	✓	✓			✓			✓
Riverside Co. Trans. Commission				✓				
Sacramento Area Sewer District								✓
Sacramento Metropolitan Fire District		✓					✓	
Sacramento Municipal Utility District								✓
San Joaquin Council of Governments							✓	
San Bernardino County Fire								✓
Santa Clara County Fire Department		✓						✓
Santa Clara County Housing Authority	✓	✓						
Santa Clara Valley Water District							✓	
Silicon Valley Clean Water							✓	
Silicon Valley Power	✓			✓			✓	✓
Solano County Transit (SolTrans)								✓
Southern CA Association of Governments								✓
South Tahoe Public Utility District	✓	✓			✓	✓	✓	
West Basin Municipal Water District	✓	✓			✓			
Zone 7 Water Agency	✓	✓						
Counties								
Douglas County, Nevada		✓						✓
El Paso County, Texas	✓	✓						
Lane County, Oregon	✓	✓						
Placer County, CA							✓	✓
Riverside County, CA								✓
San Benito County, CA				✓				✓
San Diego County, CA				✓				✓
Santa Clara County, CA				✓				✓
Sonoma County, CA				✓				✓

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
State of California								
Assoc. of Regional Center Agencies				✓			✓	
CA Correctional Health Care Services				✓				✓
California Highway Patrol	✓	✓	✓	✓	✓	✓	✓	✓

SDI PRESENCE LLC

Appendix C Legal Exceptions

The following pages provide SDI's legal exceptions.

Legal Exceptions to City of South Gate Request for Proposals (RFP) Supplemental IT Support Services Server Administration Role

RFP Document	Section Reference	Proposed Contract Revisions	Reasoning
Exhibit A- Sample Agreement for Professional Services for Supplemental IT Support	6.1. Termination for Convenience	SDI respectfully requests to revise the first sentence of Section 6.1 to read as follows: "City may terminate this Agreement at any time without cause by giving thirty ~~fifteen~~ (30~~15~~) days written notice to Consultant of such termination and specifying the effective date thereof."	SDI requests a 30 day termination.
Exhibit A- Sample Agreement for Professional Services for Supplemental IT Support	6.6 Indemnification	SDI respectfully requests Section 6.6. be revised to read as follows: "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 acts or omissions, or willful misconduct in the 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."	The indemnity provision as written is too broad in that it exposes SDI to liability for any damages relating to SDI's performance of services, even if such performance is in complete compliance with the Agreement. SDI wishes to limit its liability for damages caused by SDI's willful misconduct or negligent performance of services.
Exhibit A- Sample	6.9 Consultant's Personnel	SDI respectfully requests Section 6.9.4 be revised to read as follows:	The indemnity provision as written is too broad in that it

RFP Document	Section Reference	Proposed Contract Revisions	Reasoning
Agreement for Professional Services for Supplemental IT Support		"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 negligent acts of omissions by Consultant in connection with the work performed arising from this Agreement."	exposes SDI to liability for any damages relating to SDI's performance of services, even if such performance is in complete compliance with the Agreement. SDI wishes to limit its liability for damages caused by SDI's willful misconduct or negligent performance of services.
Exhibit A-Sample Agreement for Professional Services for Supplemental IT Support	6.15 Files	SDI respectfully requests to revise Section 6.15 be revised to read as follows: "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. Notwithstanding anything to the contrary in the foregoing and for the purposes of clarity, Consultant, including Consultant's subcontractors and third-party vendors, shall retain ownership of any pre-existing intellectual property used and/or delivered to City in the performance of the Services under this Agreement."	The provision as written is not clear as to ownership of pre-existing works and materials. SDI requests that SDI and SDI's subcontractors and vendors retain ownership of any pre-existing IP works.

Item No. 8

CITY MANAGER'S OFFICE

APR 04 2024
8:59 am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **April 9, 2024**
Originating Department: **Public Works**

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

SUBJECT: AGREEMENT WITH MACRO AUTOMATICS FOR PROFESSIONAL ENGINEERING SERVICES TO IMPLEMENT THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM UPGRADE, CITY PROJECT NO. 647-WTR

PURPOSE: To approve an Agreement with Macro Automatics ("Agreement") for the implementation of the Supervisory Control and Data Acquisition System Upgrade, City Project No. 647-WTR ("SCADA Project").

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with Macro Automatics for Professional Engineering Services to implement the Supervisory Control and Data Acquisition System Upgrade, City Project No. 647-WTR, in an amount not to exceed $539,882;
b. Appropriating $225,000 in Water Funds from the unrestricted balance of the Water Fund to fully fund the SCADA Project; and
c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The proposed Agreement is in the amount of $539,882 and is proposed to be funded with Water Funds. The SCADA Project is budgeted in the amount of $500,000 in Water Funds. The proposed budget is $725,000 which requires an appropriation in the amount of $225,000 in Water Funds. The budget is planned to be utilized as summarized below.

Project Budget	**Water Fund**
Proposed Agreement with Macro Automatics	$539,882
Construction Contingency	$75,000
Inspection and Inspection Contingency	$75,000
Project Management and Staff Time	$35,118
Total Project Budget	**$725,000**

ANALYSIS: On July 11, 2023, the City Council approved Contract No. 2023-96-CC with HydroScientific West for the implementation of the SCADA Project in the amount of $597,621. Since the award of the contract, HydroScientific West has been unable to perform the work due to the owner/operator being diagnosed with major health issues and ultimately succumbing to the

illness in December 2023. The owner/operator was the sole employee of the company, thus HydroScientific West will not be able perform the work. As such, the contract between the City of South Gate and HydroScientific West is being terminated.

Staff is recommending proceeding to award the contract to Macro Automatics, the second highest ranked consultant during the initial RFP process. Macro Automatics was able to honor their original fee proposal; however, a couple of changes were made which are not an issue. The materials and labor cost increased, but Macro Automatics was able to offset those increased costs by reducing the as-needed maintenance cost and the additional cost category. As-needed maintenance services for a 3-year period was reduced from $90,000 to $80,000. This decreased amount is not an issue since the Supervisory Control and Data Acquisition ("SCADA") system will be new. Also, reducing the as-need maintenance cost by $3,300 per year will likely not impact SCADA maintenance. The additional cost category covers the cost of the professional liability insurance where coverage was reduced from $5 million to $1 million, which is within the limits of our standard professional services agreement.

The RFP requested services based on three tasks: Task A was for Non-optional Work Items; Task B was for Optional Work Items; and Task C was for Operations and Maintenance. Staff recommends awarding a contract to Macro Automatics for all three tasks because it will significantly improve system reliability at the South Gate Park facility by, (a) adding an extra PLC, (b) eliminating the old signal wiring system, and (c) adding new equipment such as computers that are compatible with the new system. The Agreement also includes a 3-year period of as-needed SCADA system maintenance and operations, troubleshooting and technical support, resetting alarm signals, integration of new equipment/processors, minor repairs, and other additional tasks.

Below is a summary of Macro Automatics' original and updated proposals. Macros Automatics fees are lower than those of HydroScientific West.

Description	HydroScientific West	Macro Automatics (Original)	Macro Automatics (Updated)
System Replacement (Materials)	$188,265	$177,832	$190,332
System Replacement (Labor)	$175,465	$71,000	$76,000
Increase existing I/O by 20% all locations	$9,342	$20,000	$20,000
Design Costs	$42,750	$100,550	$105,550
AutoCAD Drawings and Technical Documentation/Operations Schematics	$51,750	$48,000	$48,000
Radio Upgrades	$54,669	Included materials & labor cost above	Included materials & labor cost above
Additional PLC at Park Reservoir	$14,296	$20,000	$20,000
Additional Costs	$31,084	$12,500	0
3-Year Maintenance	$30,000	$90,000	$80,000
Total Cost (*)	**$597,621**	**$539,882**	**$539,882**

The proposed term of the agreement is four (4) years which provides time for installation of the new SCADA system and three (3) years of maintenance.

BACKGROUND: The City's municipal water system is a complex network of facilities consisting of ten water wells, four booster pump stations, four reservoir sites, and over 135 miles of water distribution pipelines (Attachment B - Water System Map). One of the tools utilized to

manage and operate the water system's facilities is known as the SCADA system. The SCADA system is a software and hardware program that provides the ability to operate water facilities remotely, in real-time, from a central computer station located at the City's Corporate Yard. SCADA software and hardware is installed at the location of several water facilities. The SCADA system is a vital component of the water system. The existing SCADA has been in place since 2013 and the current software/hardware in use is obsolete and does not provide adequate cyber security. Therefore, the system is recommended for replacement.

The SCADA Project is budgeted in the FY 2023/24 Capital Improvement Program to replace and upgrade the existing SCADA system. The SCADA project will provide the components and programming for upgrading the system with a new, fully functioning SCADA system.

An Agreement is proposed to be awarded to Macro Automatics. The Agreement provides for removing the existing SCADA system and installing a new one. Macro Automatics provides a wealth of experience in replacing and transitioning the old SCADA system to the proposed SCADA system. They have the experience needed to methodically upgrade the outdated hardware with minimal downtime. They have successfully completed similar projects in the cities of Cerritos, Lakewood, and Solvang.

The SCADA Project is planned to begin May 2024 and be completed by July 2025.

The proposed Agreement is pursuant to an RFP process. On March 23, 2023, an RFP for the SCADA Project was released to five qualified consulting firms. On May 8, 2023, two proposals were received in the City Clerk's Office, one from HydroScientific West and one from Macro Automatics. A technical panel comprised of the City's Water Division Manager, Long Beach Water Department Manager of Engineering, and the Project Manager evaluated the consultants. The review criteria weighed a number of factors including fees, project manager and team qualifications, experience in similar projects, understanding of technical issues, comprehensiveness of the proposal, and experience in SCADA projects. Based on the evaluation, HydroScientific West received the highest ranking. The primary reason for receiving the highest ranking was the company designed and installed the existing SCADA system which offered value in upgrading the existing system. The company was awarded a contract but was unable to perform the project for extraordinary circumstances. As such, staff is recommending awarding the contract to the second highest ranked consultant, Macro Automatics.

ATTACHMENTS: A. Proposed Agreement
B. Water System Map

DD:lc

AGREEMENT FOR PROFESSIONAL SERVICES FOR SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM UPGRADE, CITY PROJECT NO. 647-WTR BETWEEN THE CITY OF SOUTH GATE AND MACRO AUTOMATICS

This Agreement for Professional Services for the Supervisory Control and Data Acquisition ("SCADA") System Upgrade, City Project No. 647-WTR ("Agreement") is made and entered into on April 9, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Macro Automatics, 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 water system's SCADA System upgrade;

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, licenses, 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 ("Services").

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Five Hundred Thirty-Nine Thousand Eight Hundred Eighty-Two Dollars ($539,882)** 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 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 Services. 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 April 9, 2024 and will remain in effect for a period of four years from said date or until completion of the Services, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided herein.

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

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

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

6. **GENERAL TERMS AND CONDITIONS.**

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

6.2 Termination for Cause.

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

a. If Consultant fails to perform the Services required by this Agreement

within the time specified herein or any authorized extension thereof; or

b. If Consultant fails to perform the Services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure withing a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

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

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

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color,

religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.1 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.

6.5.3 Professional liability insurance with a limit of not less than $1,000,000 per claim and $5,000,000 annual aggregate

6.5.4 Each such policy of liability 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. Include an Additional Insured Endorsement (**CG 20 10 11 85)** naming the City of South Gate and its agents as an additional insured with respect to the City's and its officers and employees' interests under this Agreement. This is to be complied with by presenting an appropriate insurance policy.

The limits of insurance provided to the additional insured shall be the greater of that set forth in this Agreement or the full pre-occurrence limit set forth in the policy.

c. State that the insurance provided to the additional insureds is primary and non-contributory to any other insurance (including without limitation primary, umbrella, excess, self-insurance or any other basis) available to the additional insureds.

d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

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

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

6.7 Compliance with Applicable Law. Consultant and City shall comply with all applicable laws, ordinances, and codes of the federal, state, county and city governments, without regard to conflict of law principles.

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

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

6.8.2 Indemnification of CalPERS Determination - In the event that Consultant or any

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

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

6.9.1 All Services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such Services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing Services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.

6.9.4 Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

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

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

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

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

6.11.4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

6.14 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this

Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

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

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

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

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
City of South Gate
Arturo Cervantes
Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, CA 90280
Email: acervantes@sogate.org
TEL: (323) 563-9567

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

TO CONSULTANT:
Jay Kirsch
Macro Automatics
2107-D W. Commonwealth Ave. 368
Alhambra, CA 91803
Email: jkirsch@macroautomatics.com
TEL: (213) 392-3922

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

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

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

7. **CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT.** In accordance with California SB 1439 extended requirements under Government Code Section 84308, also known as the "Levine Act," a disclosure of political contributions totaling more than two hundred fifty dollars ($250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning a contract has been made, must be filed. Therefore, the City requires that Consultant fill out the California Levine Act Disclosure Statement form available on the City website and submit it to the City Clerk's Office prior to the approval of this Agreement.

8. **EFFECTIVE DATE.** The effective date of this Agreement is April 9, 2024 and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

MACROAUTOMATICS:

By: _____
Jay Kirsch, President

Dated: _____

Proposal for the City of South Gate
SCADA System Upgrade
City Project No. 647-WTR

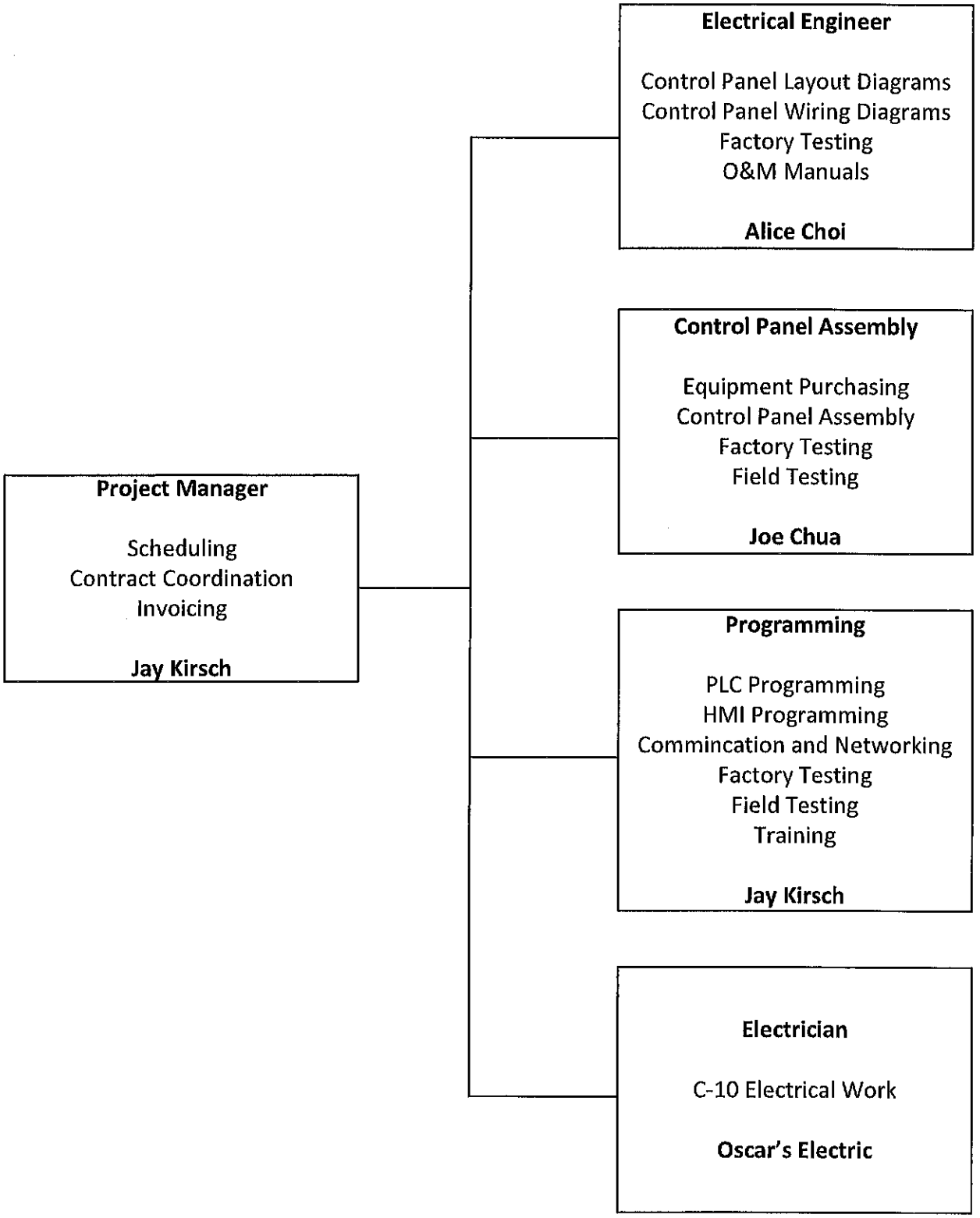
May 8th , 2023

MACRO AUTOMATICS
2107-D W. Commonweath Ave, #368
Alhambra, CA 91803

Section A

Project Team

City of South Gate
SCADA System Upgrade
Project No. 647-WTR



Macro Automatics

Section B

Description of Work

1 Overview

The City of South Gate operates a water SCADA system that uses an outdated Human Machine Interface (HMI) and Programmable Logic Controller (PLC) platform. This proposal describes the work and cost to upgrade the HMI and PLCs with up-to-date and supported replacements.

The existing Control Microsystems PLCs are outdated. Some of these PLCs use the ISAGraph programming software that is no longer supported and others use the Telepace programming software designed in the 1990s. The Control Microsystems PLCs will be replaced with Schneider Modicon M251 PLCs. The M251s will be programmed in standard IEC 61131-3 languages supported by many modern PLCs. The M251 supports Modbus protocol for compatibility with existing equipment, EtherNet/IP for Allen Bradley connectivity, and OPC-UA for secure connections to the HMI.

The ClearSCADA HMI will be replaced with Inductive Automation's Ignition HMI. Ignition is an enterprise-grade HMI platform widely supported system integrators. There are dozens of certified Ignition integrators in Southern California.

2 Scope of Work

Work will be conducted at the City Yard control room and off-site facilities. All functionality of the existing SCADA system will be ported to the new system along with improvements in graphics, alarm call-out, trending, reporting, and communications.

Generally, the work at each remote will involve replacing the mounting panels at each remote site with new mounting panels that have been pre-wired and tested. The field wiring will be reconnected to the new mounting panel terminal blocks. Some site will require additional work to accommodate new or relocated field sensors and actuators.

The City will furnish Verizon wireless cellular service/SIM card for the cellular modem used to send SMS alarms.

2.1 RTU-001 Hawkings Reservoir

Task List:

1. Control mounting panel fabrication diagrams with bill of materials
2. Control mounting panel wiring diagrams
3. Keep existing enclosure, panel door switch, and light
4. Control system description
5. Mounting panel with hardware installed and tested
6. New panel PC with operator interface
7. Relocate instruction detector, run conduit and new wiring as-needed to new location, and reconnect intrusion detector
8. Install new CLA-VAL control panel and run wiring to SCADA control panel with new signals.
9. On site IO verification
10. New PLC Program
11. New operator interface Ignition application
12. End to end functional testing
13. 30 day acceptance test

2.2 RTU-002 South Gate Park Reservoir, Well 13, Well 14, Well 18, and Well 19

Task List:

1. Site visit. Investigate possible use of remote IO to make this control panel less crowded
2. Control mounting panel fabrication diagrams with bill of materials
3. Control mounting panel wiring diagrams
4. Keep existing enclosure, side panels with field terminal blocks, panel door switch, and light
5. Control system description
6. Replace wireless IO for Well 14, Well 18, and Well 19 flow meters, verify antenna placement
7. New Mounting panel with hardware installed and tested
8. New panel PC with operator interface
9. Connect new PLC IO modules to existing field terminals on side panels with pre-fabricated cables
10. On site IO verification
11. New PLC Program
12. New operator interface Ignition application
13. End-to-end functional testing
14. 30 day acceptance test

2.3 RTU-003 West Side Reservoir

Task List:

1. Control mounting panel fabrication diagrams with bill of materials
2. Control mounting panel wiring diagrams
3. Keep existing enclosure, side panels with field terminal blocks, panel door switch, and light
4. Control system description
5. New Mounting panel with hardware installed and tested
6. New panel PC with operator interface
7. Connect new PLC IO modules to existing field terminals on side panels with pre-fabricated cables
8. On site IO verification
9. New PLC Program
10. New operator interface Ignition application
11. End-to-end functional testing
12. 30 day acceptance test

2.4 RTU-004 Sante Fe Tank

Task List:

1. Control mounting panel fabrication diagrams with bill of materials
2. Control mounting panel wiring diagrams
3. Keep existing enclosure, panel door switch, and light
4. Control system description
5. New mounting panel with hardware installed and tested
6. New operator interface
7. On-site IO verification
8. New PLC Program
9. New operator interface EasyBuilder Pro application
10. End-to-end functional testing
11. 30 day acceptance test

2.5 RTU-051 CB7

Task List:

1. On-site inspection and IO verification
2. Control mounting panel fabrication diagrams with bill of materials
3. Control mounting panel wiring diagrams
4. Keep existing enclosure, panel door switch, and light
5. Control system description
6. New mounting panel with hardware installed and tested
7. New PLC Program
8. Add field wiring and IO for local and remote control of new solenoid operated valves
9. End-to-end functional testing
10. 30 day acceptance test

2.6 RTU-052 CB11

Task List:

1. On-site inspection and IO verification
2. Control mounting panel fabrication diagrams with bill of materials
3. Control mounting panel wiring diagrams
4. Keep existing enclosure, panel door switch, and light
5. Control system description
6. New mounting panel with hardware installed and tested
7. New PLC Program
8. Add field wiring and IO for local and remote control of new solenoid operated valves
9. End-to-end functional testing
10. 30 day acceptance test

2.7 RTU-122 Well 22B

Task List:

1. On-site inspection and IO verification
2. Control mounting panel fabrication diagrams with bill of materials
3. Control mounting panel wiring diagrams
4. Keep existing enclosure, panel door switch, and light
5. Control system description
6. New mounting panel with hardware installed and tested
7. New operator interface
8. New PLC Program
9. New operator interface EasyBuilder Pro application
10. Add new pressure transmitter with field wiring and IO
11. End-to-end functional testing
12. 30 day acceptance test

2.8 RTU-123 Well 23

Task List:

1. On-site inspection and IO verification
2. Control mounting panel fabrication diagrams with bill of materials
3. Control mounting panel wiring diagrams
4. Keep existing enclosure, panel door switch, and light
5. Control system description
6. New mounting panel with hardware installed and tested
7. New operator interface
8. New PLC Program
9. New operator interface EasyBuilder Pro application
10. End-to-end functional testing
11. 30 day acceptance test

2.9 RTU-126 Well 26

Task List:

1. On-site inspection and IO verification
2. Control mounting panel fabrication diagrams with bill of materials
3. Control mounting panel wiring diagrams
4. Add two additional flow signals
5. Keep existing enclosure, panel door switch, and light
6. Control system description
7. New mounting panel with hardware installed and tested
8. New operator interface
9. New PLC Program
10. New operator interface EasyBuilder Pro application
11. End-to-end functional testing
12. 30 day acceptance test

2.10 RTU-127 Well 27

Task List:

1. On-site inspection and IO verification
2. Control mounting panel fabrication diagrams with bill of materials
3. Control mounting panel wiring diagrams
4. Keep existing enclosure, panel door switch, and light
5. Control system description
6. New mounting panel with hardware installed and tested
7. New operator interface
8. New PLC Program
9. New operator interface EasyBuilder Pro application
10. End-to-end functional testing
11. 30 day acceptance test

2.11 RTU-128 Well 28

Task List:

1. On-site inspection and IO verification
2. Control mounting panel fabrication diagrams with bill of materials
3. Control mounting panel wiring diagrams
4. Keep existing enclosure, panel door switch, and light
5. Control system description
6. New mounting panel with hardware installed and tested
7. New operator interface
8. New PLC Program
9. New operator interface EasyBuilder Pro application
10. End-to-end functional testing
11. 30 day acceptance test

2.12 RTU-200 City Yard

Task List:

1. On-site inspection and IO verification
2. Control mounting panel fabrication diagrams with bill of materials
3. Control mounting panel wiring diagrams
4. Keep existing enclosure panel door switch, and light
5. Control system description
6. New mounting panel with hardware installed and tested
7. New operator interface
8. New PLC Program
9. New operator interface EasyBuilder Pro application
10. End-to-end functional testing
11. 30 day acceptance test

2.13 Radio Replacement

Task List:

1. On-site inspection and RF signal measurement
2. Run new coaxial cable, where possible, from antenna to control panel
3. Mount new radio in control panel
4. Configure and test new radio

2.14 Yard HMI

Task List:

1. Furnish and install two server computers
2. Furnish and install redundant Induction Automation Ignition HMI software package on servers
3. Install MySQL database for Ignition historian on servers
4. Configure site graphics for all sites
5. Configure hydraulic, map, and network overview displays
6. Furnish and install RV55 cellular modem for SMS alarm paging
7. Furnish, install, and configure Fortinet Fortigate VPN firewall
8. Install two desktop PC for operator consoles
9. Install 85" large screen display
10. Configure six Microsoft Surface Tablet PCs for remote access
11. Configure communications to remote PLCs
12. Configure alarming system for local indication and SMS call-out
13. Configure reports
14. Configure flow total report
15. Configure maximum, minimum, average report for any user selected process variable tag
16. Configure communication availability report
17. Configure trends for each process variable and run status tag
18. Configure group trends for each site
19. Configure user defined ad-hoc trending screen
20. End-to-end functional testing
21. Decommission ClearSCADA system and old servers
22. Provide operator training (16 hours)

RTU-001 Hawkings Reservoir

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	3
nalog Output, 4 channel	Schneider/Modicon	TM3AQ4	2
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	5
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	7
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
anel PC	Maple Systems or Equal	OMI6810B	1
MI Software	Inductive Automation	Ignition Edge Panel	1
OE Injector	Moxa	INJ-24	1
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit breakers	Eaton		2
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

RTU-002 South Gate Park

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	3
nalog Output, 4 channel	Schneider/Modicon	TM3AQ4	2
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	5
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	2
) Cable	Schneider/Modicon	TWDFCW30K	7
us Transmitter	Schneider/Modicon	TM3XTRA1	1
us Receiver	Schneider/Modicon	TM3XREC1	1
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
/ireless IO Transmitter/Receiver (W14, 18, & 19)	Cambium Networks or Equal	CNReach550	4
anel PC	Maple Systems or Equal	OMI6810B	1
MI Software	Inductive Automation	Ignition Edge Panel	1
OE Injector	Moxa	INJ-24	1
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit breakers	Eaton		2
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

RTU-003 West Side Reservoir

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	3
nalog Output, 4 channel	Schneider/Modicon	TM3AQ4	2
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	4
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	5
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
anel PC	Maple Systems or Equal	OMI6810B	1
MI Software	Inductive Automation	Ignition Edge Panel	1
OE Injector	Moxa	INJ-24	1
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit Breaker	Eaton		1
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

RTU-004 Santa Fe Tank

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	1
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	1
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	2
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
IT	Maple Systems or Equal	HMI5071L	1
OE Injector	Moxa	INJ-24	2
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit Breaker	Eaton		1
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

RTU-051 CB7

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	1
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	1
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	1
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
OE Injector	Moxa	INJ-24	1
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit Breaker	Eaton		1
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

RTU-052 CB11

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	1
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	1
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	1
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
OE Injector	Moxa	INJ-24	1
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit Breaker	Eaton		1
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

RTU-122 Well 22B

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	1
nalog Output, 4 channel	Schneider/Modicon	TM3AQ4	0
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	1
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	2
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
IT	Maple Systems or Equal	HMI5071L	1
OE Injector	Moxa	INJ-24	1
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit Breaker	Eaton		1
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ressure Transmitter	Dwyer or Equal		1
ssembly	Macro Automatics		1

RTU-123 Well 23

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	2
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	1
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	2
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
IT	Maple Systems or Equal	HMI5071L	1
OE Injector	Moxa	INJ-24	1
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit Breaker	Eaton		1
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

RTU-126 Well 26

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	1
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	1
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	2
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
IT	Maple Systems or Equal	HMI5071L	1
OE Injector	Moxa	INJ-24	1
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit Breaker	Eaton		1
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

RTU-127 Well 27

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	2
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	1
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	2
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
IT	Maple Systems or Equal	HMI5071L	1
OE Injector	Moxa	INJ-24	1
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit Breaker	Eaton		1
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

RTU-128 Well 28

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
nalog Input, 8 channel	Schneider/Modicon	TM3AI8	3
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	2
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	2
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
IT	Maple Systems or Equal	HMI5071L	1
OE Injector	Moxa	INJ-24	1
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit Breaker	Eaton		1
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

RTU-200 City Yard

escription	Manufacturer	Part Number	Qnty
LC CPU	Schneider/Modicon	TM251MESE	1
iscrete Input, 16 channel	Schneider/Modicon	TM3DI16K	1
iscrete Output, 16 channel	Schneider/Modicon	TM3DQ16TK	1
) Cable	Schneider/Modicon	TWDFCW30K	2
thernet Switch, 4 Port	Schneider/Modicon	TM4-4	1
OE Injector	Moxa	INJ-24	2
ower Supply/ UPS, 24VDC, 5A	Adel Systems	CBI245A	1
atteries	PowerSonic or Equal		2
ircuit Breaker	Eaton		1
erminal blocks, wire, misc	Altech or Equal		1
ounting Panel	Saginaw or Equal		1
ssembly	Macro Automatics		1

City Yard HMI Software

escription	Manufacturer	Part Number	Qnty
nition Platform (redundant)	Inductive Automation		1
ision Module Limited (5 clients)	Inductive Automation		1
QL Bridge	Inductive Automation		1
ag Historian	Inductive Automation		1
larm Notification	Inductive Automation		1
MS Notification	Inductive Automation		1
PC UA Server	Inductive Automation		1
eporting	Inductive Automation		1
dustrial Device Drivers	Inductive Automation		1
ySQL Relational Database	Oracle		1

City Yard HMI Hardware

escription	Manufacturer	Part Number	Qnty
erver, Xeon 6C, 32GB	Dell	PowerEdge R350	2
onitor, 17 inch	Dell		1
rewall	Fortinet	Fortigate 60F	1
ellular Modem	Sierra Wireless	RV55	1

Radio Replacement

escription	Manufacturer	Part Number	Qnty
adio	Esteem	Horizon	14
oaxial Cable from Antenna to Control Panel	Times Microwave	LMR-400	1500
onnectors, Surge Arrestors, and Grounding	various		14

Section C

Similar Project Experience

Macro Automatics

2107-D W. Commonwealth Ave., #368, Alhambra CA 91803 213 392 3922

Recent Project References:

Year: 2022
System: Water Distribution Telemetry System
Owner: City of Cerritos, CA
Contact: Jaime Morales, (562) 455-9376
Description: Programmed, tested, and installed water distribution telemetry and control system with new **ModiconM340 PLCs** and **Koyo Click PLCs** using redundant **Inductive Automation Ignition HMI** on fiber-optic network and Digi cellular gateways at 17 sites.

Year: 2020
System: Water Distribution Telemetry System
Owner: City of Solvang, CA
Contact: Matt van der Linden, (805) 688-5575
Description: Programmed, tested, and installed water distribution telemetry and control system with existing Allen Bradley Micrologix and new **Micro800 PLC's** using **Inductive Automation Ignition HMI** on **Cambium Networks cnReach500** 900MHz ISM band radio network with 10 sites.

Year: 2019
System: Water Distribution Telemetry System
Owner: City of Lakewood, CA
Contact: Derwin Dy, (562) 866-9771 ext 2703
Description: Programmed, tested, and installed telemetry and control system for interfacing **Modicon M340 PLC's** using redundant **Inductive Automation Ignition HMI** on 900MHz ISM band radio network with 20 sites. Integrated three storm water capture facilities into SCADA system

Year: 2018
System: Water Distribution System
Owner: La Cumbre Mutual Water Company
Contact: Michael Alvarado, (805) 967-2376 x15
Description: Replaced obsolete proprietary RTU with Control Microsystem SCADAPack PLCs. Replaced Lookout HMI with **Inductive Automation Ignition HMI**. Provided new radio base-station. Provided system documentation, wiring diagrams, network diagrams, and operator training.

Year: 2017
System: Water Distribution System
Owner: Goleta Water District
Contact: Chris Borges, (805) 879-4693
Description: Designed, engineered, and programmed water distribution SCADA system with 30 remote sites using Microwave Data Systems ISM band radios, Modicon Momentum PLCs, **Modicon M340 PLCs**, and Wonderware Intouch HMI.

Year: 2016
System: Water Distribution System
Owner: Montecito Water District
Contact: Chad Hurshman, (805) 969-7924
Description: Programmed, installed, and tested Inductive HMI for 22 site water distribution system using **Inductive Automation HMI** and **Modicon M340** and Control Microsystems PLCs on a 400Mhz licenced radio network.

Section D

Key Staff Resumes

Jay Kirsch

Education:

BS, 1982, Mechanical Engineering, Pennsylvania State University

Work Experience:

Jay Kirsch has been providing systems integration services to the water, wastewater, and pipeline industries for 33 years. After graduating from Pennsylvania State University with a BS in Mechanical Engineering, Mr. Kirsch worked as a civilian for the U.S. Navy providing commissioning support for Aegis Combat Weapons System's SPY-1A RADAR. In 1986, Mr. Kirsch entered the private sector to work for BIF Accutel, a company that manufactured and integrated computer based telemetry and control systems. In 2001, Mr. Kirsch formed Macro Automatics and has continued providing system integration services throughout southern California.

Mr Kirsch's technical experience includes software design and development using assembly language, algorithmic languages (C, C++, Fortran, BASIC, Pascal), ladder logic (Allen-Bradley, Modicon, Control Microsystem, Square-D, GE, Siemens), HMI packages (Ignition, FactoryLink, InTouch, iFix, Iconics), and high level languages (Python, Visual BASIC, SQL). Network design and installation using TCP/IP, WAN Routers, Bridges, and FRADs. Communication system design and implementation using ADN circuits, spread-spectrum radios, MAS radios, 202T lines, cellular modems, and microwave. All projects have been worked from start to finish including cost estimates, submittal preparation, purchasing, panel design, factory testing, field startup, documentation, and training.

ALICE CHOI

SUMMARY

Electrical Engineer with 25 years of experience in the Instrumentation and Controls field. During that time, involved in all phases of a project – from conception, to design, to implementation; and finally, to start-up. Engineering work has included designing and writing specifications and implementing turn-key systems. Integral knowledge of the Water and Wastewater industry.

HIGHLIGHTS

- SCADA Design
- Electrical and Wiring Diagrams
- Programming HMI, PLC, OIT
- Instrumentation
- Networking, VPN, Remote Access
- Radio, Fiber, T1, Cellular
- Radio Survey
- Calibration

PROGRAMMING

- Wonderware Intouch and Archestra
- Inductive Automation Ignition
- Allen Bradley ControlLogix/CompactLogix
- Bristol ControlWave
- Automation Direct Operator Interface
- Allen Bradley Rockwell RSView
- Allen Bradley SLC
- Allen Bradley PanelView
- Modicon Quantum, M340
- Maple System Operator Interface

EXPERIENCE

- Working mainly in the Water/Wastewater industry for the past 20 years.
- Assessed several existing SCADA System and made recommendations to the Owner on replacing outdated equipment or software.
- Programmed SCADA HMI, Pump Stations, Lift Stations
- Programmed Treatment Plant ION-GAC Vessels, VOC Stripping Tower
- Installed VPN and Remote Access
- Conducted Radio Surveys in the field using radios, antennas, and boom trucks

EDUCATION

Bachelor of Science: Electrical Engineering, 1986
University of Southern California

RESUME DETAILS

Joe Chua

Job Skills:

Water Treatment
Hydraulic Valves PM/CM (Cla-Val)
Pumps and Motors PM/CM
PM Program
Hydro-Pneumatic System
Telemetry/Instrumentation
SCADA System
Motor Control and Starter Equipment
Electrical System and Control Design
Record Keeping
Electrician
Drafting

License/Certification:

CWEA Certified Electrical/Instrumentation Technologist Grade 2
State of California General Journeyman Electrician
SWRCB Certified Water Treatment Operator Grade 4
SWRCB Certified Water Distribution Operator Grade 4
Assistant Electrical Engineer, Philippines

Work Experience:

Montecito Water District
583 San Ysidro Road,
Santa Barbara, CA 93108
(805) 969-2271
Control System Technician/Treatment Operator
December 2004 – Present

Scope of Work: Performs technical duties involving operation, installation, repair and maintenance of electrical, pneumatic and electronic, and instrumentation equipment, including Programmable Logic Controllers (PLC's), Remote terminal Units (RTU's), Variable Frequency Drives (VFD's) and Supervisory Control & Data Acquisition (SCADA) for water treatment and distribution facilities. Performs rotational duties as a treatment plant operator that operates and maintain two (2) surface water treatment plants, booster pump stations, and production well sites. Perform complex maintenance work in the upkeep of the treatment plants and other facilities.

COUNTY OF VENTURA
PWA-Water & Wastewater Service Division
7150 Walnut Canyon Road,
Moorpark, CA 93021
(805) 584-4829
Water/Wastewater Service Worker 4
August 1999 – December 2004

Scope of Work: Monitor water production and distribution facilities through SCADA, water treatment, PM/CM all hydraulic valves (Cla-Val), PM/CM hydro-pneumatic system, PM electrical & mechanical equipments, troubleshoots motor control, PLC,s, instrumentations, and telemetry. In-shop
parts stocking, record keeping, material take-off, orders and purchase. Coordinate projects with contractors.

BOYKIN MANAGEMENT CO.
dba CASA SIRENA HOTEL & MARINA
3605 Peninsula Road,
Oxnard, CA 93035
(805) 985-6311
ENGINEERING MAINTENANCE SUPERVISOR
April 1997 – August 1999

Scope of Work: Maintaining 275 room full service hotel. Performs PM on all electrical and mechanical equipment. Maintains/repairs kitchen, laundry, HVAC, swimming pool and housekeeping equipments. Maintains/repairs electric golf carts, telephone and alarm system. Repairs and paints interior finishes. Material take-off, orders and purchase. Coordinates projects with contractors.

TEK ENGINEERING
193 West Park Row Avenue
Ventura, CA 93001
(805) 641-2505
Machine Operator
July 1997 – December 1998

Scope of Work: Operated different types of machines such as milling machine, CNC milling, deburring machine, and other related machines in making gears, splines, and other machine parts. Performs quality control.

USA PETROCHEM
444 Crooked Palm Street
Ventura, CA 93001
(805) 643-3168
General Engineering Maintenance
May 1996 – April 1997

Scope of Work: Disassembling surplus mechanical, plumbing, and electrical parts.

TROPICAL PLAZA LIMITED
dba La Fiesta Shopping Mall
San Roque, Saipan
CNMI, MP 96950
(670) 322-0998
Engineering Maintenance Supervisor
November 1992 – April 1996

Scope of Work: Maintaining 63 unit shopping mall. Performs preventive and corrective maintenance on all electrical and mechanical equipment. Designs electrical system. Supervise electrical job orders and construction. Material take-off, orders and purchase. Repairs and maintains kitchen equipments, water filtration system and reservoirs.

NOVELTY PHILIPPINES, INC.
Garments Factory

Makati, Metro Manila
Philippines
(632) 822-1191
Electrical Maintenance Supervisor
June 1992 – October 1992

Scope of Work: Prepares PM program. Supervise all electrical job orders and electrical construction. Designs electrical system plan and drafting. Estimates electrical construction cost. Material take-off, orders and purchase. Annual budgeting .

FACILITY ENGINEERS AND CONSULTANTS
790 N. Marine Drive Suite 110
Tumon, Guam 96911
(671) 646-3646
Assistant Electrical Engineer
November 1990 – September 1991

Scope of Work: Assisting in designing electrical system for residential, commercial and industrial building. Drafting.

AMKO CORPORATION
General Contractor
Tanapag, Saipan
CNMI, MP 96950
(670) 322-3734
Assistant Electrical Engineer
August 1988 – May 1990

Scope of Work: Assisting in designing electrical system for residential, commercial and industrial building. Drafting. Estimates construction labor and material cost.

ALLIANCE COMMODITIES CENTER, INC.
Paper Mills
1 San Diego Street, Valenzuela
Metro Manila, Philippines
(632) 343-250
Operation/Maintenance Supervisor
September 1985 – August 1988

Section E

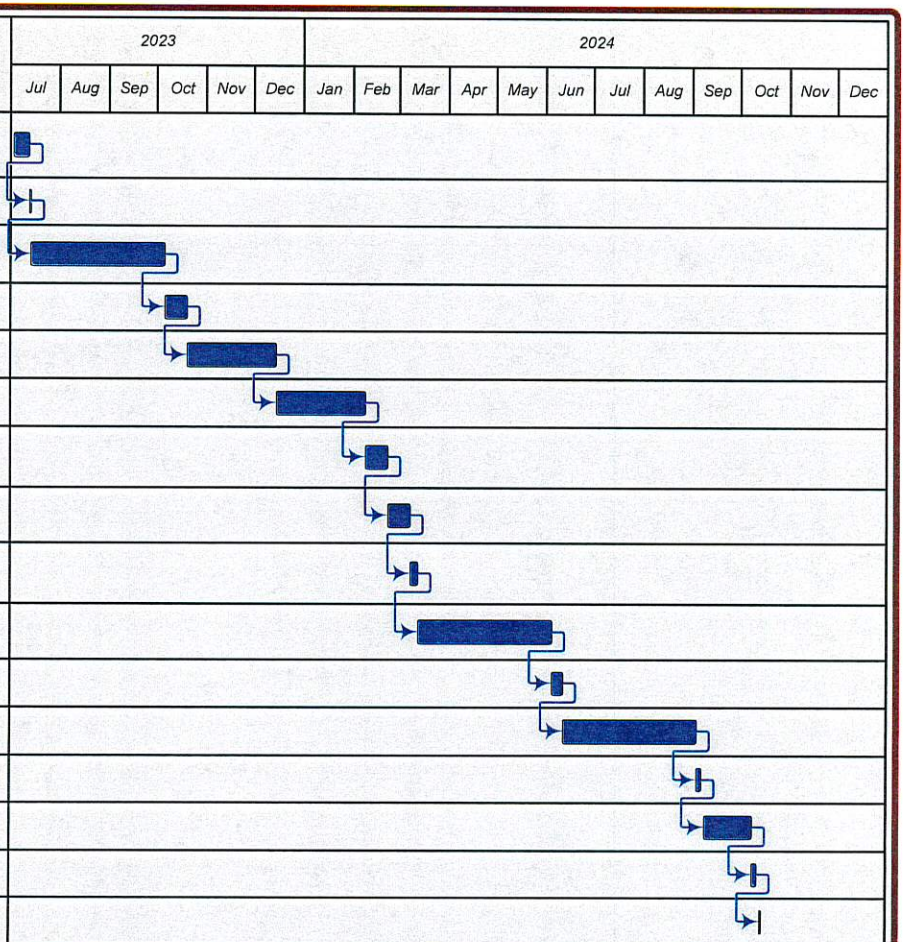
Project Schedule

Proposal for the
City of South Gate

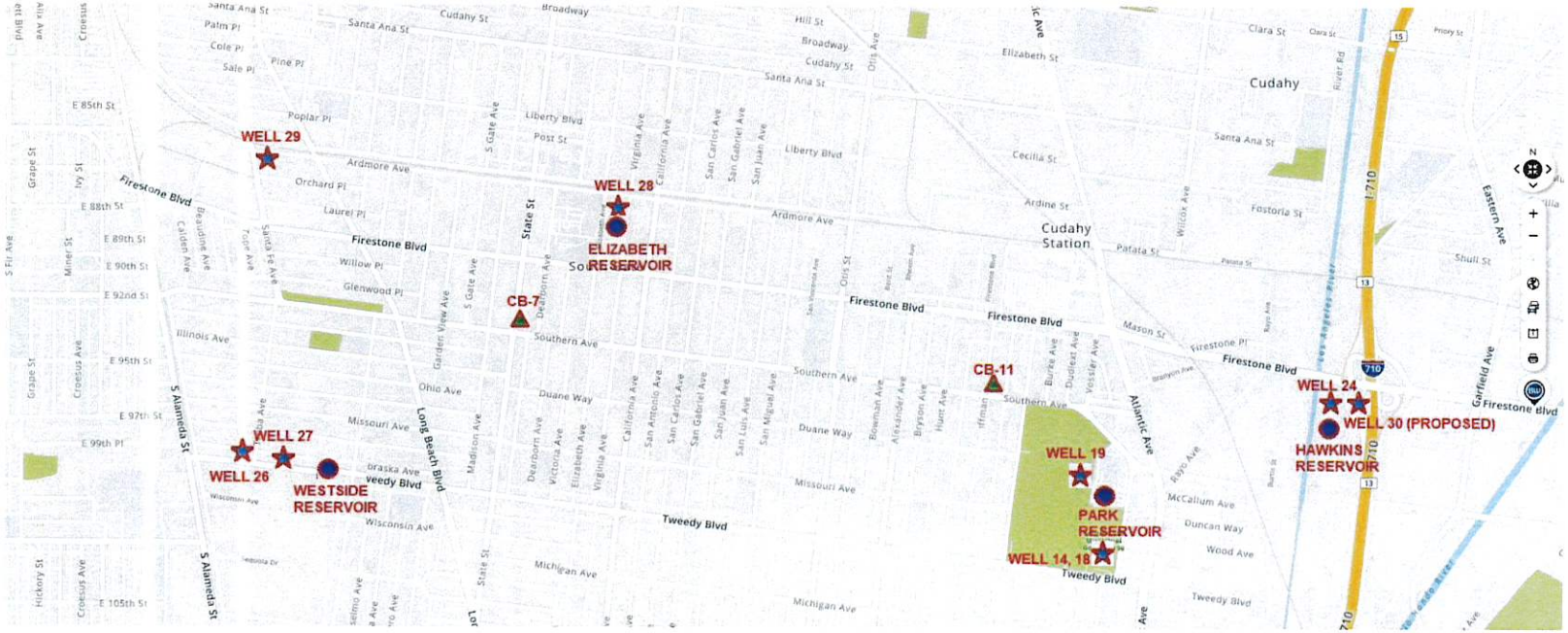
SCADA System Upgrade
City Project No. 647-WTR

Project Schedule

ID	Task Name	By	Start	Finish	Duration
1	Site visits, IO verification, radio signal verification	MAC	7/3/2023	7/12/2023	8d
2	Design review meeting	City+MAC	7/13/2023	7/13/2023	1d
3	Control panel and computer hardware submittal	MAC	7/14/2023	10/5/2023	60d
4	Control panel and computer hardware submittal review	City	10/6/2023	10/19/2023	10d
5	PLC Programming	MAC	10/20/2023	12/14/2023	40d
6	HMI and OIT Programming	MAC	12/15/2023	2/8/2024	40d
7	SCADA Screen Review	City+MAC	2/9/2024	2/22/2024	10d
8	Factory testing	MAC	2/23/2024	3/7/2024	10d
9	Install new HMI computer system (leave exiting system in place)	MAC	3/8/2024	3/12/2024	3d
10	Upgrade Wells 22B, 23, 26, 27, and 28	MAC	3/13/2024	6/4/2024	60d
11	Upgrade CB7 and CP11	MAC	6/5/2024	6/11/2024	5d
12	Upgrade West Side, South Gate Park, and Hawking	MAC	6/12/2024	9/3/2024	60d
13	Decommission existing central computer system	MAC	9/4/2024	9/6/2024	3d
14	Site acceptance test	City + MAC	9/9/2024	10/8/2024	22d
15	Training	MAC	10/9/2024	10/11/2024	3d
16	As-Built Control Panel and Network Drawings	MAC	10/14/2024	10/14/2024	1d



Attachment B -Water System Map





Item No. 9

CITY MANAGER'S OFFICE
APR 04 2024
8:05 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **April 9, 2024**
Originating Department: **Public Works**

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

SUBJECT: NOTICE OF COMPLETION FOR THE CONSTRUCTION OF THE EAST ALAMEDA STREET SIDEWALK IMPROVEMENTS PROJECT, CITY PROJECT NO. 660-ST

PURPOSE: To accept the construction of the East Alameda Street Sidewalk Improvements Project, City Project No. 660-ST ("Project") as completed. Construction of the Project is completed and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the Project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

a. Accepting completion of construction of the East Alameda Street Sidewalk Improvements Project, City Project No. 660-ST by Sequel Contractors, Inc., effective April 9, 2024; and
b. Directing the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The final construction cost was $963,581, inclusive of contract change orders, and funded as summarized below.

Project Services	Senate Bill 1	Measure R	Total
Design Service Contract	$75,645		$75,645
Project management, Staff time and Misc. Services	$83,651		$83,651
Temporary Construction Easements	$31,158		$31,158
Final Construction Contract	$418,687	$544,894	$963,581
Construction Management and Inspection	$110,305		$110,305
Total	**$719,446**	**$544,894**	**$1,264,340**

ANALYSIS: Construction of the Project is complete and staff is preparing to release the final retention payment to Sequel Contractors, Inc. The Public Contract Code establishes requirements that the City must abide to prior to releasing the final retention payment for the Project. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35-day period within which

concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part or all of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention payment and any remaining amount due to the Contractor.

BACKGROUND: The Project is part of the Fiscal Year 2022/23 Capital Improvement Program. The Project will improve pedestrian safety and enhance access to Simon Rodia Continuation High School located on Sequoia Drive, east of East Alameda Street. Project improvements entail the construction of new sidewalks on the east side of East Alameda Street, from Sequoia Drive to Seminole Avenue, and on the south side of Sequoia Drive, from East Alameda Street to the east cul-de-sac. The work included the reconstruction of curb and gutters, reconstruction of drive approaches, construction of new sidewalks, removal and replanting of trees, relocation of streetlights, relocation of fire hydrants, and the reconstruction of rolling gates and wrought iron fences.

On January 24, 2023, the City Council awarded the construction of the Project in the amount of $903,361. Construction began on April 5, 2023, and was field accepted by City staff on October 19, 2023. All work was performed in accordance with the approved plans and specifications with acceptable quality and workmanship. The Contractor has met all contract obligations.

Five change orders were needed to complete construction for a total of $60,220. Change Order No. 1 was at no cost to the City and provided a 30-day schedule extension. Change Order No. 2, in the amount of $20,682, was for installing conduit, conductors, and pull boxes. Change Order No. 3, in the amount of $4,057, was to modify an existing fire detector check valve. Change Order No. 5, in the amount of $4,444, was for the removal of existing pilasters. Change Order No. 6, in the amount of $31,037, was for fire hydrant upgrades needed to complete construction.

It is noted that Change No. 4 was not processed thus not listed. It is also noted that construction completion was accepted on October 19, 2023. Approval of the Notice of Completion was delayed because of pending change order negotiations which were finalized in December 2023.

The City Council may now accept the Project as complete. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office

ATTACHMENTS: A. Notice of Completion
B. Contract Change Order Nos. 1, 2, 3, 5 and 6

NM:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

1 The undersigned is owner of the interest stated below in the property hereinafter described;

2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any Interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	

3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)

4 A work of improvement on the property hereinafter described was COMPLETED ON April 9, 2024

5 The name of the CONTRACTOR, if any, for such work of improvement was Sequel Contractors, Inc.

6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

EAST ALAMEDA STREET SIDEWALK IMPROVEMENTS PROJECT, CITY PROJECT NO. 660-ST, FROM SEMINOLE AVENUE TO SEQUOIA DRIVE AND ON SEQUOIA DRIVE FROM EAST ALAMEDA STREET TO CUL-DE-SAC

7 The street and address of said property is: East Alameda Street Dated: April 9, 2024

8 Signature of }

Owner or Owners

Gil Hurtado, Mayor
City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
} SS
COUNTY OF LOS ANGELES }

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20_____, by _____, proved to me on the basis of satisfactory

evidence to be the person(s) who appeared before me.

Signature:_____ Place Notary Seal Above

CONTRACT CHANGE ORDER NO. 01

CITY OF SOUTH GATE

EAST ALAMEDA STREET SIDEWALK IMPROVEMENTS PROJECT, CITY PROJECT NO. 660-ST

			Amount	Working Days
Owner:	City of South Gate	**Original Contract:**	$903,361.00	50
Contractor:	Sequel Contractors, Inc.	**Previous Approved Changes:**	$0.00	0
Project No.:	660-ST	**This Change Amount:**	0	30
CO Number:	01	**Revised Contract:**	$903,361.00	80

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the owner for approval prior to fabrication.

Item No.	Reference	Description of Changes	Amount	Time Extension*
1	-	Time Extension due to Temporary Construction Easement (TCE) Delay	$0.00	30
		Net Change in Contract Amount	**$0.00**	**30**

** Working Days*

The amount of the Contract does not change. The contract time will be increased by thirty (30) working days or 6 weeks. The original completion date per the NTP is June 15, 2023. The new completion date per this Change Order is July 28, 2023.

The Contractor agrees to furnish all labor, equipment, and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The Owner and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself or herself that and all subcontractors to waive all right to file any further claims or requests for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the owner.

Recommended: _____, Date: June 15, 2023
Z&K Consultants, Inc., Construction Manager

Accepted: _____, Date: June 21, 2023
Sequel Contractors, Inc., Contractor

Approved: _____, Date: _____
City of South Gate

City of South Gate, Public Works Department

Contract Change Order

Date: **3/14/2023** Contract Change Order No. **01** Account No. **311-790-31-9584**

Contractor:**Sequel Contractors, Inc.** Contract No. **2023-05-CC**

Contract Date: **1/24/2023** Account Code

Plan Reference : **E. Alameda Pedestrian Improvements City Project No. 660-ST**

Net Change Order Amount : **$1,056.79** Extension of Contract**: 30 Days**

Reason for Change: **Changes to plans to properly complete the Improvements**.

Description of Change: **Fire Hydrant Upgrades; Demobilization/Mobilization; Pilaster Removal; modify the existing Fire Detector Check Valve; Water Valve Box Upgrade;Street Light Pull Boxes;**

Note: See attached for Change Order Details.

Original Contract Amount	$	903,361.00
Total authorized Change Orders	$	60,272.29
As-Built Quantity Credit	$	(59,215.50)
Final Contract Amount	$	904,417.79
Net Change Order Amount	$	1,056.79

Approved: _____, 20_____.

Project Engineer; Elias Saikaly, P.E.

Contractor: Sequel Contractors, Inc.. Date:

Assistant City Manager/Director of Public Works

Arturo Cervantes, P.E.

Construction Manager Date:

City Manager; Chris Jeffers Date

Original - Project File

CC: - Contractor
- Department

CONTRACT CHANGE ORDER NO. 02

CITY OF SOUTH GATE

EAST ALAMEDA STREET SIDEWALK IMPROVEMENTS PROJECT, CITY PROJECT NO. 660-ST

			Amount	Working Days
Owner:	City of South Gate	**Original Contract:**	$903,361.00	50
Contractor:	Sequel Contractors, Inc.	**Previous Approved Changes:**	$0.00	30
Project No.:	660-ST	**This Change Amount:**	$20,682.46	0
CO Number:	02	**Revised Contract:**	$924,043.46	80

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the owner for approval prior to fabrication.

Item No.	Reference	Description of Changes	Amount	Time Extension*
1	COR No. 2	Water Valve Box Upgrade	$1,116.25	0
2	COR No. 3R2	Street Light Pull Boxes	$19,566.21	0
		Net Change in Contract Amount	**$20,682.46**	**0**

** Working Days*

The amount of the Contract will be increased by the amount of twenty thousand six hundred eighty-two dollars and forty-six cents ($20,682.46). The contract time does not change. The original completion date per the NTP was June 15, 2023 and the completion date per Change Order No. 1 was July 28, 2023.

The Contractor agrees to furnish all labor, equipment, and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The Owner and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself or herself that and all subcontractors to waive all right to file any further claims or requests for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the owner.

Recommended: _____, Date: July 19, 2023
Z&K Consultants, Inc., Construction Manager

Accepted: _____, Date: July 19, 2023
Sequel Contractors, Inc., Contractor

Approved: _____, Date: 7/31/23
City of South Gate

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

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

May 9, 2023

Attn: Brittany Duhn
Project Manager

Change Order Request No. 2 is hereby approved.

Reviewed by: Zack Faqih, PE
Z&K Consultants, Inc.
May 17, 2023

Re: E Alameda Street and Sequoia Ave Improvements
Project No. 600-ST

Subj: Change Order Request (COR#2) – Water Valve Box Upgrade

Brittany,

At the request of the City of South Gate water division, please see the flowing and attached time and material breakdown to furnish steel eater valve box frames and lids in lieu of the existing slip can type lids. The reason for the change, the existing valves are now in the proposed gutter plate and not within the asphalt paving section. The cost is just pick up and furnish the materials. The adjustment to grade is included in the unit price bid.

Sequel Contractors, Inc.
April 12, 2023 (attached) $ 1,116.25

Please issue a change order in the above amount as soon as possible.

Feel free to contact me if you have any questions or if you need additional information.

Sincerely,
Sequel Contractors, Inc.

Michael Mahler
Project Manager

"610M050923"

"

8

SEQUEL CONTRACTORS, INC.
13546 Imperial Hi-way
Santa Fe Springs, CA 90670
STATE LICENSE #610600 A
(562) 802-7227 (562) 802-7499 Fax

DAILY EXTRA WORK REPORT AND AUTHORIZATION FOR PAYMENT

DATE PERFORMED 4-12-23
DATE OF REPORT 4-12-23

Contract No.
Contract C.O. No.
Report No.
Contractor Job No. 610
Contractor Report No.

WORK PERFORMED BY SEQUEL CONTRACTORS, INC. City of South Gate

DESCRIPTION OF WORK Pick up & Install three water valve boxs on Alameda st

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS
91-92	Pick up Truck	3	37 61	112 83

P.R. NO.	LABOR		HOURS	HOURLY RATE	EXTENDED AMOUNTS
		O.T.			
	R Riach FM	REG.	3	104 70	314 10
		O.T.			
		REG.			
		O.T.			
		REG.			
		O.T.			
		REG.			
		O.T.			
		REG.			
		O.T.			
		REG.			
		O.T.			
		REG.			

MATERIAL AND/OR WORK DONE BY SPECIALISTS

DESCRIPTION	NO. UNIT	UNIT COST	
S&J S&J Supply CO			
3 VLV BOX with Lids		520 46	

SUB-TOTAL

LABOR SURCHARGE—(SEE SPECIAL PROVISIONS)
SUBSISTENCE NO @ $
TRAVEL EXPENSE NO @ $
OTHER

TOTAL COST OF LABOR	A	314 10
TOTAL COST OF EQUIPMENT. MATERIALS AND WORK	B	633 29
+ 20 % Markup on Labor Cost	(A)	62 82
+ 15 % Markup on Mtl. Equip & Work Cost	(B)	94 99
SUB-TOTAL		1105 20
1% Bond & Ins.		11 05
5% for Prime Contractor		—
TOTAL		1116 25

CONTRACTOR

ACCEPTED FOR ADDITONAL PAYMENT

AUTHORIZED REPRESENTATIVE

Distribution:
Original: SEQUEL
Yellow: FOREMAN
Pink: OWNER

6

S&J Supply Co., Inc.
pipeline materials

S & J SUPPLY COMPANY, INC.
13105 FLORENCE AVE
SANTA FE SPRINGS, CA 90670
562-944-7433
Fax 562-944-7224

RECEIVED
APR 12 2023
Sequel Contractors Inc.

Invoice

INVOICE DATE	INVOICE NUMBER
04/12/2023	S100209382.001

REMIT TO:
S & J SUPPLY COMPANY, INC.
13105 FLORENCE AVE
SANTA FE SPRINGS, CA 90670

PAGE NO.: 1 of 1

BILL TO:

SEQUEL CONTRACTORS, INC.
13546 IMPERIAL HIGHWAY
SANTA FE SPRINGS, CA 90670

TO:

SEQUEL SHOP ACCT
13546 IMPERIAL HIGHWAY
SANTA FE SPRINGS, CA 90670

CUST / JOB #	CUSTOMER PO NUMBER	REF NUMBER	SALESPERSON
927	610		JOHN GODLEWSKI

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
ANTHONY SEVILLANO	WILL CALL	Net 30 Days	04/12/2023	04/11/2023

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
3ea	3ea	JV3RTVB J&R V-3RT CONC VLV BOX W/ FRAME	89.000/ea	267.00
3ea	3ea	JV3RTVCW J&R V-3RT CI LID M/ WTR	68.000/ea	204.00

04-12-2023 06:16:20 AM
S100209382.001

Rick

Item # _____ Job # _____
QH _____ Date _____
Est. _____ Date _____
CP ☐ Yes ☐ No Rec. _____
Posted _____ Date _____
GA. # _____ Pay Date _____

Invoice is due by 05/12/2023

Past Due invoices may be subject to 1.50% late charge.

Subtotal	471.00
S&H Charges	0.00
Tax LASFS	49.46
Payments	0.00
Amount Due	520.46

All sales are subject to S & J Supply Company, Inc. Terms & Conditions
The products you have purchased are subject to this WARNING:
WARNING: Cancer and Reproductive Harm
http://www.P65Warnings.ca.gov

Printed By: ADMIN on 4/12/2023 2:40:19 PM

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

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

May 23, 2023

Change Order Request No. 3 is hereby approved per the attached email dated May 25, 2023. The actual quantities installed are noted below. This COR is approved in the amount of $19,566.21.

Reviewed by: Zack Faqih, PE
Z&K Consultants, Inc.
July 17, 2023

Attn: Brittany Duhn
Project Manager

Re: E Alameda Street and Sequoia Ave Improvements
Project No. 600-ST

Subj: Change Order Request (COR#3) – Street Light Pull Boxes – RE-REVISED

Brittany,

In response to RFI #2 and in reference to our emails of May 22 and 23, please see the following and attached revised cost breakdowns to: replace and/or lower the existing pull boxes below the proposed sidewalk grade (Pull boxes to be buried under the proposed sidewalk) and to provide new conductor and conduit where needed

Subcontractor

G&G Electrical – 15 EA @ $1,310.00/EA
With New Pull Box
Actual Quantity: 9EA
Total: $12,503.25

	$ 19,650.00
Sequel Mark-up 5%	$ 982.50
1% Bond on $20,632.50	$ 206.33
Total	$ 20,838.83
Per Each	*$ 1,389.25/EA*

G&G Electrical – 15 EA @ $1,110.00/EA
Reusing Existing Pull Box
Actual Quantity: 6EA
Total: $7,062.96

	$ 16,650.00
Sequel Mark-up 5%	$ 832.50
1% Bond on $17,482.50	$ 174.83
Total	$ 17,657.33
Per Each	*$ 1,177.16/EA*

New Conduit – G&G Electrical 500 LF @ $48.00 (attached)
Not Used.

	$ 24,000.00
Sequel Mark-up 5%	$ 1,200.00
1% Bond on $25,200.00	$ 252.00
Total	$ 24,452.00
Per Each	*$ 50.90/LF*

New Conductors – G&G Electrical 300 LF @ $13.00 (attached)
Not Used.

	$ 3,900.00
Sequel Mark-up 5%	$ 195.00
1% Bond on $4,095.00	$ 40.95
Total	$ 4,135.95
Per Each	*$ 13.79/LF*

Total: $19,566.21

Alternate – New Conduit & Conductor – Eliminate Pull Boxes

G&G Electrical – 15 EA @ $1,310.00/EA	$ 86,400.00
Sequel Mark-up 5%	$ 4,320.00
1% Bond on $90,720.00	$ 907.20
Total	$ 91,627.20

With the options above, the City can either proceed with full replacement of the conduits and conductors or issue a unit price change order to utilize as much of the existing as possible.

Feel free to contact me if you have any questions or if you need additional information.

Sincerely,
Sequel Contractors, Inc.

Michael Mahler
Project Manager

"610M051123R2"

Brittany Duhn <bduhn@zandkconsultants.com>

RE: EXTERNAL - Re: City of South Gate_East Alameda St. Sidewalk Improvement Project_Pull Boxes

Zack Faqih <zfaqih@zandkconsultants.com> Thu, May 25, 2023 at 10:48 AM
To: Mike Mahler <mike@sequelcontractors.com>, Brittany Duhn <bduhn@zandkconsultants.com>
Cc: Gilberto Chavez <gilbertochavez@gg-electric.com>, Jamil Borner <jborner@zandkconsultants.com>

Good morning Mike,

Please proceed as per the above proposed pricing , for lowering the pull boxes , please bear in mind that the city will still be consistent with work directive No1 and not provide compensation to replace any missing conductors/conduits .

Should you have any questions or need any clarifications please feel free to call me at my cell at 949 637 5040 or contact our senior inspector Mr.

Jamil at the project site

[Quoted text hidden]

610M051123R2 - Street Light Pull Boxes.pdf
90K

CONTRACT CHANGE ORDER NO. 03

CITY OF SOUTH GATE

EAST ALAMEDA STREET SIDEWALK IMPROVEMENTS PROJECT, CITY PROJECT NO. 660-ST

			Amount	Working Days
Owner:	City of South Gate	**Original Contract:**	$903,361.00	50
Contractor:	Sequel Contractors, Inc.	**Previous Approved Changes:**	$20,682.46	30
Project No.:	660-ST	**This Change Amount:**	$4,057.97	0
CO Number:	03	**Revised Contract:**	$928,101.43	80

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the owner for approval prior to fabrication.

Item No.	Reference	Description of Changes	Amount	Time Extension*
1	COR No. 4	FDC Modification	$4,057.97	0
		Net Change in Contract Amount	**$4,057.97**	**0**

** Working Days*

The amount of the Contract will be increased by the amount four thousand fifty-seven dollars and ninety-seven cents ($4,057.97). The contract time does not change. The original completion date per the NTP was June 15, 2023 and the completion date per Change Order No. 1 was July 28, 2023.

The Contractor agrees to furnish all labor, equipment, and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The Owner and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself or herself that and all subcontractors to waive all right to file any further claims or requests for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the owner.

Recommended: _____, Date: July 19, 2023
Z&K Consultants, Inc., Construction Manager

Accepted: _____, Date: July 19, 2023
Sequel Contractors, Inc., Contractor

Approved: _____, Date: 7/24/23.
City of South Gate

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

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

June 19, 2023

Attn: Brittany Duhn
Project Manager

Re: E Alameda Street and Sequoia Ave Improvements
Project No. 600-ST

Subj: Change Order Request (COR#4) – FDC Modification

COR No. 4 is approved as Noted.

Note: Sequel confirmed the revisions in an email dated July 19, 2023 (see attached)

Brittany,

In reference to the response to RFI#3 on the above referenced project, please find below and attached the additional cost to modify the existing Fire Detector Check Valve out of the proposed sidewalk.

Subcontractor		
Doreck Construction (attached)	$ 3,961.20	**$3,826.47***
~~Sequel Mark-up 5%~~	~~$ 198.06~~	~~**$191.32**~~
1% Bond on $4,159.26	$ 41.59	**$40.18**
Total	$ 4,200.85	**$4,057.97**

***Comments on PDF Page 3.**

If the City would like us to proceed, please issue a change order in the above amount as soon as possible.

Feel free to contact me if you have any questions or if you need additional information.

Sincerely,
Sequel Contractors, Inc.

Michael Mahler
Project Manager

"610061923"

Doreck Construction
General Contractor Lic # A665471
9075 Telegraph Road
Pico Rivera, CA 90660
TEL (562) 949-4949 - FAX (562) 261-5038 -Cell (562) 733-8821

UNION CONTRACTOR **********CERTIFIED SMALL BUSINESS

D.I.R. No. 1000011335 Exp. 06/30/23

CHANGE ORDER REQUEST (C.O.R.)

To: **Sequel Contractors, Inc.**
13546 Imperial Highway
Santa Fe Springs, CA 90670

C.O.R. No.: 23MS42-03
Date: 6/15/2023

Attention: **Mike Mahler**

Description

Location: **East Alameda Street Sidewalk Improvements** **Sequel Job No. 610**

Scope: **Modify Existing Fire Department Connection (FDC)**

	Bid Item #	Item Descriptions	Qty	Unit	Per Unit	Total
Line Item 1		Provide all labor, material and equipment to modify existing 4" Fire Department Connection as requested by customer	1	LS	3,961.20	$ 3,961.20
Line Item 2						$ -
Line Item 3					-	$ -
Line Item 4					-	$ -
Line Item 49					-	$ -
Line Item 50					-	$ -
				Total Amount		**$ 3,961.20**

Stephen Doreck Equipment Rentals, Inc.:

Contractor Approval: *Pablo Viramontes*
Pablo Viramontes - Estimator

Sequel Contractors, Inc.

Customer Approval: _____

THANK YOU

Location:

	Qty	Unit	Unit Px	Bid Unit Px
	1	LS	3,961.20	3,961.20

Line Item 3 **Provide all labor, material and equipment to modify existing 4" Fire Department Connecti**

0 PER DAY #DIV/0!

	Qty	Description	Qty/Days	Rate	Extension	Total
Labor	1	Foreman	1.00	811.76	811.76	
	2	Laborers	1.00	636.40	1,272.80	
	0	Operators	0.00	911.04	0.00	
	0	Operator Maintained Backhoe	0.00	1,480.00	0.00	
	0	Labor Only - Tie-Ins or Hot Taps	0.00	5,052.00	0.00	
						2,084.56
Machinery/	0	Rental Backhoe	0.00	350.00	0.00	
Vehicles/	1	Job Trucks	1.00	150.00	150.00	
Equipment	0	Dump Truck	0.00	920.00	0.00	
	0	Dump Fees	0.03	400.00	0.00	
	0	Water Truck	0.00	475.00	0.00	
	0	Skid Steer	0.00	275.00	0.00	
	0	Forklift	0.00	350.00	0.00	
	0	Compressor	0.00	125.00	0.00	
	0	Sweeper	0.00	1,600.00	0.00	
						150.00
Expendable	1	Materials (Pipe, Fittings, Etc.)	909.00	93.17	1,002.17	
Materials	0	Sand	0.00	15.00	0.00	
	0	Base - CAB / CMB / 3/4" Rock	0.00	10.00	0.00	
Sales Tax 10.25%	0	Cold Mix	0.00	105.00	0.00	
	0	Asphalt	0.00	90.00	0.00	
	0	Concrete - Loads	0.00	1,200.00	0.00	
	0	Slurry - Loads	0.00	1,200.00	0.00	
						1,002.17

Sub-Total - Labor		2,084.56	
Sub-Total - Material & Equipment		1,152.17	
Sub-Total - Subcontractors		0.00	
Mark-Up - Labor	20%	**521.14**	**$416.91**
Mark-Up - Mat. & Equi	15%	**203.32**	**$172.83**
Mark-Up - Subcontractors	5%	**0.00**	**$0.00**
Total Price		3,961.20	

TOTAL: $3,826.47

S&J Supply Co., Inc.
pipeline materials

S & J SUPPLY COMPANY, INC.
13105 FLORENCE AVE
SANTA FE SPRINGS, CA 90670
562-944-7433
Fax 562-944-7224

Quotation

EXPIRATION DATE	QUOTE NUMBER
06/17/2023	S100211325

S & J SUPPLY COMPANY, INC.
13105 FLORENCE AVE
SANTA FE SPRINGS, CA 90670
562-944-7433
Fax 562-944-7224

PAGE NO.
1 of 1

QUOTE TO:

STEPHEN DORECK EQUIPMENT RENTALS
9075 TELEGRAPH ROAD
PICO RIVERA, CA 90660

SHIP TO:

DORECK SHOP ACCT
9075 TELEGRAPH RD.
PICO RIVERA, CA 90660

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / REF NUMBER	SALESPERSON
750	4 FDC relocation		RYAN RAY

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
RYAN RAY	OT OUR TRUCK	Net 30 Days	05/18/2023	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	IGS94 4" GALV ST 90 ELL IMP	250.000/ea	250.00
1ea	IGN4C 4" X CLOSE GALV NPL IMP	30.000/ea	30.00
1ea	FPCVSLMF4 4" FP MIPXFIP CHK VLV SPRING LOADED	320.000/ea	320.00
1ea	FDCSC9425 4" X 2-1/2" 2 WAY 90 FDC SNGL CLPR	299.000/ea	299.00
1ea	BCP 2-1/2" PLASTIC BREAK CAP	10.000/ea	10.00

THIS IS ONLY S & J SUPPLY COMPANY, INC. INTERPRETATION OF WHAT IS NEEDED TO DO THE JOB. PLEASE VERIFY ALL MATERIALS AND QUANTITIES.
****
** PRICING SUBJECT TO CHANGE WITHOUT NOTICE **

Subtotal	909.00
S&H Charges	0.00
Estimated Tax	93.17
Amount Due	1002.17

Printed By: RYANR on 5/18/2023 7:22:31 AM


Apr 17, 2023 9:43:03 AM
2603 Sequoia Drive
South Gate
Los Angeles County
California

Z&K

Brittany Duhn <bduhn@zandkconsultants.com>

RE: EXTERNAL - 20230426 City of South Gate_East Alameda St. Sidewalk Improvement Project_Progress Meeting Agenda

Mike Mahler <mike@sequelcontractors.com> Wed, Jul 19, 2023 at 1:11 PM
To: Brittany Duhn <bduhn@zandkconsultants.com>
Cc: Crystal Fraire <cfraire@zandkconsultants.com>, Jamil Borner <jborner@zandkconsultants.com>, Michael Loekman <mloekman@sogate.org>, Zack Faqih <zfaqih@zandkconsultants.com>

Yes

The changes are ok

From: Brittany Duhn <bduhn@zandkconsultants.com>
Sent: Wednesday, July 19, 2023 12:48 PM
To: Mike Mahler <mike@sequelcontractors.com>
Cc: Crystal Fraire <cfraire@zandkconsultants.com>; Jamil Borner <jborner@zandkconsultants.com>; Michael Loekman <mloekman@sogate.org>; Zack Faqih <zfaqih@zandkconsultants.com>
Subject: Re: EXTERNAL - 20230426 City of South Gate_East Alameda St. Sidewalk Improvement Project_Progress Meeting Agenda

Hi Mike,

Following up to confirm the changes so I can process this in a change order.

Thanks,

Brittany

On Wed, Jul 5, 2023 at 9:31 AM Brittany Duhn <bduhn@zandkconsultants.com> wrote:

> Hi Mike,
>
> Please see attached for the response to COR No. 4. It is approved with the noted comments. It looks like Doreck miscalculated the 20% Labor and 15% Equipment & Material markups on PDF Page 3. These are minor changes. Please review and confirm the corrections. These will be reflected in the Change Order.
>
> Thanks,
>
> Brittany
>
> On Mon, Jun 19, 2023 at 9:35 AM Mike Mahler <mike@sequelcontractors.com> wrote:
>
> > Brittany,

CONTRACT CHANGE ORDER NO. 05

CITY OF SOUTH GATE

EAST ALAMEDA STREET SIDEWALK IMPROVEMENTS PROJECT, CITY PROJECT NO. 660-ST

			Amount	Working Days
Owner:	City of South Gate	**Original Contract:**	$903,361.00	50
Contractor:	Sequel Contractors, Inc.	**Previous Approved Changes:**	$24,740.43	40
Project No.:	660-ST	**This Change Amount:**	$0.00	0
CO Number:	05	**Revised Contract:**	$928,101.43	90

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the owner for approval prior to fabrication.

Item No.	Reference	Description of Changes	Amount	Time Extension*
1	COR No. 6	Pilaster Removal	$4,444.20	0
		Net Change In Contract Amount	**$4,444.20**	**0**

** Working Days*

The amount of the Contract will be increased by the amount of four thousand four hundred forty-four dollars and twenty cents ($4,444.20). The contract time will not change. The original completion date per the NTP was June 15, 2023, and the completion date per Change Order No. 4 is August 11, 2023.

The Contractor agrees to furnish all labor, equipment, and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The Owner and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself or herself that and all subcontractors to waive all right to file any further claims or requests for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the owner.

Recommended: _____, Date: October 16, 2023
Z&K Consultants, Inc., Construction Manager

Accepted: _____, Date: December 12, 2023
Sequel Contractors, Inc., Contractor

Approved: _____, Date: 12/12/2023
City of South Gate

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670
Fax (562) 802-7499 (562) 802-7227 Office

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

September 20, 2023

Attn: Brittany Duhn
Project Manager

Re: E Alameda Street and Sequoia Ave Improvements
Project No. 600-ST

Subj: Change Order Request (COR#6) – Pilaster Removal

Brittany,

In reference to our response on August 1, 2023 to your email of July 25, 2023, please see the following Time and Material Breakdown to remove the existing pilasters as directed. Also included within this breakdown is the cost to install sleeve through these driveways.

Sequel Contractors, Inc.
August 3, 2023 (attached) $ 4,444.20

The project documents do not reference the removal of pilasters, only the removal of "fence." Nor is the removal of pilasters considered an "incidental" items of work.

Furthermore, on July 7, 2023 the City of South Gate requested a quote to install a new irrigation system service lateral with meter and backflow system that would service the landscape between the back of sidewalk and the property line fence. On July 17, 2023, Sequel provide a sketch of the proposed system as well as provided a submittal for a proposed solar control. In order to minimize potential cost to the City, while constructing the remaining driveways due to the delay in the City obtaining the right of entry permits, Sequel installed sleeves for the proposed irrigation. Subsequently, the City then decided to not move forward with the new irrigation system and deleted the removal work from Sequels contract. Included in the attached time and material breakdown, is also the cost to install of those sleeves.

Please issue a change order in the above amount as soon as possible.

Feel free to contact me if you have any questions or if you need additional information.

Sincerely,
Sequel Contractors, Inc.

Michael Mahler
Project Manager

"610M082423"

"

SEQUEL CONTRACTORS, INC.
13546 Imperial Hi-way
Santa Fe Springs, CA 90670
STATE LICENSE #610600 A
(562) 802-7227 (562) 802-7499 Fax

DAILY EXTRA WORK REPORT AND AUTHORIZATION FOR PAYMENT

DATE PERFORMED 8/3/23
DATE OF REPORT 8-3-23

Contract No.
Contract C.O. No.
Report No.
Contractor Job No. 610
Contractor Report No.

WORK PERFORMED BY SEQUEL CONTRACTORS, INC. for C/o South Gate as directed

DESCRIPTION OF WORK Provide & install 3" sleeve under PCC DRWY. + demo, load & haul away 2 Pilasters

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS
91-89	Tool Truck	2	42 39	84 78
98-61	Back Hoe	4	66 93	267 72
79-85	Skidsteer/Breaker	4	49 27	197 08
93-63	10 wheeler end dump	6	93 59	561 54

P.R. NO.	LABOR		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	Abel MAGALLANES	O.T.	—		
	4mn	REG.	2	109 14	218 28
	JL. chavez	O.T.	—		
	OPERATOR	REG.	4	107 00	428 00
	Chris Henderson	O.T.	—		
	operator	REG.	4	107 00	428 00
	MARCOS GONZALEZ	O.T.	—		
	TRAMSTER	REG.	6	82 83	496 98
		O.T.			
		REG.			
		O.T.			
		REG.			
		O.T.			
		REG.			
		O.T.			
		REG.			

MATERIAL AND/OR WORK DONE BY SPECIALISTS

DESCRIPTION	NO. UNIT	UNIT COST	
dump fees 1 load w/m	1 ea.		744 79
misc. Sleeve Parts Home D.	L-S.		330 79

SUB-TOTAL

LABOR SURCHARGE—(SEE SPECIAL PROVISIONS)
SUBSISTENCE NO. @ $
TRAVEL EXPENSE NO @ $
OTHER

TOTAL COST OF LABOR	A	1571 26
TOTAL COST OF EQUIPMENT, MATERIALS AND WORK	B	2186 69
+ 20 % Markup on Labor Cost	(A)	314 25
+ 15 % Markup on Mtl. Equip & Work Cost	(B)	328 00
SUB-TOTAL		4400 20
1% Bond & Ins.		44 00
5% for Prime Contractor		
TOTAL		4444 20

Abel Magallanes
CONTRACTOR

ACCEPTED FOR ADDITONAL PAYMENT

AUTHORIZED REPRESENTATIVE

Distribution:
Original: SEQUEL
Yellow: FOREMAN
Pink: OWNER

23



How doers get more done.

7121 FIRESTONE BLVD.
DOWNEY, CA. 90241 (562)776-2200

6627 00009 66002 08/02/23 03:06 PM
SALE CASHIER ALLISON

811000013675 ABS PIPE <A>
3" X 10' ABS-DWV PE PIPE
8@34.17 273.36
039923201300 ABS COUPLING <A>
3" ABS COUPLING HXH
6@4.56 27.36

SUBTOTAL	300.72
SALES TAX	30.07
TOTAL	$330.79

XXXXXXXXXXXX5712 VISA
USD$ 330.79
AUTH CODE 02332C/8093377 TA
Chip Read
AID A0000000031010 CHASE VISA

6627 08/02/23 03:06 PM

6627 09 66002 08/02/2023 1391

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	10/31/2023

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 138920 132302
PASSWORD: 23402 132293

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

24

Customer ID: 8-54055-85007
Customer Name: SEQUEL CONTRACTORS INC
Service Period: 08/01/23-08/15/23
Invoice Date: 08/16/2023
Invoice Number: 0054299-0272-8

DETAILS OF SERVICE - continued

Details for Service Location:
Sequel Contractors Inc, 13546 Imperial Hwy, Santa Fe Springs CA 90670-4821

Customer ID: 8-54055-85007

Description	Date	Ticket	Quantity	Unit of Measure	Rate	Amount
Ticket Total						**629.83**
Vehicle#: 9364	08/02/23	1369680				0.00
PO#:607						0.00
MIXED CONCRETE, ASPHALT			14.08	TON	41.04	577.84
ENVIRONMENTAL FEE			1.00	PCT	6.50	37.56
Manifest#: SANTA FE/SOUTHERN						0.00
Ticket Total						**615.40**
Vehicle#: 9364	08/03/23	1369990				0.00
PO#:607						0.00
MIXED CONCRETE, ASPHALT			17.04	TON	41.04	699.32
ENVIRONMENTAL FEE			1.00	PCT	6.50	45.46
Manifest#: SOUTHERN/SANTA FE						0.00
Ticket Total						**744.78**
Vehicle#: 9364	08/04/23	1370265				0.00
PO#:607						0.00
MIXED CONCRETE, ASPHALT			13.35	TON	41.04	547.88
ENVIRONMENTAL FEE			1.00	PCT	6.50	35.61
Manifest#: SOUTHERN/SANTA FE						0.00
Ticket Total						**583.49**
Vehicle#: 9363	08/07/23	1370747				0.00
PO#:607						0.00
MIXED CONCRETE, ASPHALT			16.71	TON	41.04	685.78
ENVIRONMENTAL FEE			1.00	PCT	6.50	44.58
Manifest#: STANFORD/OHIO						0.00
Ticket Total						**730.36**
Vehicle#: 9364	08/07/23	1370807				0.00
PO#:607						0.00
CLEAN CONCRETE			14.19	TON	22.30	316.44
ENVIRONMENTAL FEE			1.00	PCT	6.50	20.57
Manifest#: SOUTHERN/SANTA FE						0.00
Ticket Total						**337.01**
Vehicle#: 9363	08/08/23	1371020				0.00
PO#:607						0.00
SOIL			13.85	TON	22.30	308.86
ENVIRONMENTAL FEE			1.00	PCT	6.50	20.08
Manifest#: SOUTHERN/SANTA FE						0.00
Ticket Total						**328.94**
Vehicle#: 9364	08/09/23	1371311				0.00
PO#:607						0.00
SOIL			11.03	TON	22.30	245.97
ENVIRONMENTAL FEE			1.00	PCT	6.50	15.99
Manifest#: SANTA FE/SOUTHERN						0.00
Ticket Total						**261.96**
Vehicle#: 16	08/09/23	1371364				0.00
PO#:613						0.00
SOIL			16.88	TON	22.30	376.42
ENVIRONMENTAL FEE			1.00	PCT	6.50	24.47
Manifest#: CALIFORNIA/FIRESTONE						0.00
Ticket Total						**400.89**

Printed on recycled paper.

CONTRACT CHANGE ORDER NO. 06
CITY OF SOUTH GATE
EAST ALAMEDA STREET SIDEWALK IMPROVEMENTS PROJECT, CITY PROJECT NO. 660-ST

			Amount	Working Days
Owner:	City of South Gate	**Original Contract:**	$903,361.00	50
Contractor:	Sequel Contractors, Inc.	**Previous Approved Changes:**	$29,184.63	40
Project No.:	660-ST	**This Change Amount:**	$31,037.66	26
CO Number:	06	**Revised Contract:**	$963,583.29	116

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the owner for approval prior to fabrication.

Item No.	Reference	Description of Changes	Amount	Time Extension*
1	COR No. 1	Fire Hydrant Upgrades	$22,537.66	0
2	Letter	Demobilization/Mobilization	$8,500.00	0
3	-	Time Extension for Project Completion	$0.00	26
		Net Change In Contract Amount	**$31,037.66**	**0**

** Working Days*

The amount of the Contract will be increased by the amount of thirty-one thousand thirty-seven dollars and sixty-six cents ($31,037.66). The contract time will increase by the amount of twenty-six (26) working days. The original completion date per the NTP was June 15, 2023, and the completion date per Change Order No. 6 is September 19, 2023.

The Contractor agrees to furnish all labor, equipment, and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The Owner and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself or herself that and all subcontractors to waive all right to file any further claims or requests for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the owner.

Recommended: _____, Date: December 12, 2023
Z&K Consultants, Inc., Construction Manager

Accepted: _____, Date: December 12, 2023
Sequel Contractors, Inc., Contractor

Approved: _____, Date: 12/12/2023
City of South Gate

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

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

November 28, 2023

Attn: Brittany Duhn
Project Manager

Re: E Alameda Street and Sequoia Ave Improvements
Project No. 600-ST

Subj: Change Order Request (COR#1) – Fire Hydrant Upgrades

Brittany,

In reference to the response to RFI#1 and our meeting on November 22, 2023, please see the following and attached negotiated lump sum cost to install new material for the existing fire hydrant and the additional work involved with the changed conditions.

Subcontractor

Doreck Construction – (attached)	$ 21,251.91
Sequel Mark-up 5%	$ 1,062.60
1% Bond on $22,314.51	$ 223.15
Total	$ 22,537.66

Please issue a change order in the above amount as soon as possible and add the required time extension.

Feel free to contact me if you have any questions or if you need additional information.

Sincerely,
Sequel Contractors, Inc.

Michael Mahler
Project Manager

"610M050523R1"

"

Doreck Construction
General Contractor Lic # A665471
9075 Telegraph Road
Pico Rivera, CA 90660
TEL (562) 949-4949 - FAX (562) 261-5038 -Cell (562) 733-8821

UNION CONTRACTOR **********CERTIFIED SMALL BUSINESS

D.I.R. No. 1000011335 Exp. 06/30/23

CHANGE ORDER REQUEST (C.O.R.) - REV. 1

To: **Sequel Contractors, Inc.**
13546 Imperial Highway
Santa Fe Springs, CA 90670

C.O.R. No.: 23MS42-01
Date: 11/28/2023

Attention: **Mike Mahler**

Description

Location: **East Alameda Street Sidewalk Improvements** **Sequel Job No. 610**

Scope: **Material Variance For Fire Hydrants Upgrades As Requested By City**

	Bid Item #	Item Descriptions	Qty	Unit	Per Unit	Total
Line Item 1		Material Cost For Fire Hydrant Upgrade As Requested By City	1	LS	26,388.46	$ 26,388.46
Line Item 2						$ -
Line Item 3		Credit - Material For Original Scope of Relocating Existing Fire Hydrant	-1	LS	5,136.55	$ (5,136.55)
Line Item 4					-	$ -
Line Item 49					-	$ -
Line Item 50					-	$ -
				Total Amount		**$ 21,251.91**

Stephen Doreck Equipment Rentals, Inc.:

Contractor Approval: *Pablo Viramontes*
Pablo Viramontes - Estimator

Sequel Contractors, Inc.

Customer Approval: _____

THANK YOU

Location:

	Qty	Unit	Unit Px	Bid Unit Px
	1	**LS**	**26,388.46**	**26,388.46**

Line Item 1 **Material Cost For Fire Hydrant Upgrade As Requested By City**

8 PER DAY 0.125

	Qty	Description	Qty/Days	Rate	Extension	Total
Expendable Materials	1	Materials (Pipe, Fittings, Etc.)	23,935.11	2,453.35	26,388.46	
	0	Sand	0.00	15.00	0.00	
	0	Base - CAB / CMB / 3/4" Rock	0.00	10.00	0.00	
Sales Tax 10.25%	0	Cold Mix	0.00	105.00	0.00	
	0	Asphalt	0.00	90.00	0.00	
	0	Concrete - Loads	0.00	1,200.00	0.00	
	0	Slurry - Loads	0.00	1,200.00	0.00	
						26,388.46
		Sub-Total - Labor				0.00
		Sub-Total - Material & Equipment				26,388.46
		Sub-Total - Subcontractors				0.00
		Mark-Up - Labor			20%	**0.00**
		Mark-Up - Mat. & Equi			0%	**0.00**
		Mark-Up - Subcontractors			5%	**0.00**
		Total Price				26,388.46

Location:

	Qty	Unit	Unit Px	Bid Unit Px
	-1	LS	(5,136.55)	5,136.55

Line Item 2 **Credit - Material For Original Scope of Relocating Existing Fire Hydrant**

7 PER DAY -0.142857143

	Qty	Description	Qty/Days	Rate	Extension	Total
Expendable Materials	1	Materials (Pipe, Fittings, Etc.)	4,659.00	477.55	5,136.55	
	0	Sand	0.00	15.00	0.00	
	0	Base - CAB / CMB / 3/4" Rock	0.00	10.00	0.00	
Sales Tax 10.25%	0	Cold Mix	0.00	105.00	0.00	
	0	Asphalt	0.00	90.00	0.00	
	0	Concrete - Loads	0.00	1,200.00	0.00	
	0	Slurry - Loads	0.00	1,200.00	0.00	
						5,136.55

Sub-Total - Labor		0.00
Sub-Total - Material & Equipment		5,136.55
Sub-Total - Subcontractors		0.00
Mark-Up - Labor	20%	**0.00**
Mark-Up - Mat. & Equi	0%	**0.00**
Mark-Up - Subcontractors	5%	**0.00**
Total Price		5,136.55

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A
13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670
Fax (562) 802-7499 (562) 802-7227 Office

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

November 27, 2023

Attn: Michael Lockman
Construction Manager

Re: E Alameda Street and Sequoia Ave Improvements
Project No. 600-ST

Subj: Project Delays

Michael,

In reference to our meeting on November 22, 2023 regarded the project delays as referenced in our letters dated November 8, 2023 and our letter provided May 24, 2023 and inscribed "610M052423" but dated March 10, 2023, the following agreement was made:

Sequel Contractors, Inc will not pursue the damages resulting from stolen conductors and temporary lighting. The City of South Gate will compensate Sequel Contractors, Inc. $8,500.00 for demobilization and remobilization cost resulting from the determination on how to proceed with the changes in the street light conduit system and in the procurement of the right of entry agreements.

The project is considered complete. Please issue a final change order in the above and the extend contract completion date as required. No liquated damages will be assessed.

Please let me know if this was not your understanding.

Feel free to contact me if you have any questions or if you need additional information.

Sincerely,
Sequel Contractors, Inc.

Michael Mahler
Project Manager

"610M052423R1"

Item No. 10

CITY MANAGER'S OFFICE

APR 03 2024
3:30pm

City of South Gate
CITY COUNCIL
AGENDA BILL

For the Regular Meeting of: **April 9, 2024**
Originating Department: **Police Department**

Department Director: *Darren Arakawa* ***City Manager:*** *Rob Houston*

SUBJECT: DECLARING TWENTY-THREE (23) POLICE DEPARTMENT FIREARMS AS SURPLUS PROPERTY AND AUTHORIZING THE DEPARTMENT TO TRADE THE FIREARMS FOR CREDIT FROM PROFORCE LAW ENFORCEMENT

PURPOSE: To trade surplus firearms in exchange for credit to purchase new firearms accessories/reflex sights.

RECOMMENDED ACTION: The City Council will consider:

a. Declaring twenty-three (23) Police Department firearms as surplus property; and
b. Authorizing the Police Department to exchange the firearms for credit from ProForce Law Enforcement through the Trade-Buy-Back Program to purchase new firearm accessories/reflex sights.

FISCAL IMPACT: There is no impact to the General Fund. It is estimated that the exchange of these surplus firearms will generate approximately $5,105 in credit, which will be used for the purchase of new firearms and accessories/reflex sights.

ANALYSIS: The Police Department has a surplus of twenty-three (23) firearms that are of no use as they are outdated, worn out, and not in service. The firearms are currently stored inside a secured vault in the Police Department. The surplus includes three (3) Beretta 92FS pistols and twenty (20) Glock 22 pistols. Part of the surplus includes 40 cartridge magazines for the listed firearms.

BACKGROUND: The South Gate Police Department currently possesses twenty-three (23) firearms that have surpassed their operational lifespan, spanning over 20 years of service. Recognizing the need to equip its personnel with modern and efficient firearms, the department proposes initiating a Trade-Buy-Back Program with ProForce Law Enforcement ("ProForce"), the established and current police department firearms vendor.

ProForce specializes in providing firearms exclusively to law enforcement agencies and officers across the nation, ensuring compliance and expertise in handling surplus law enforcement

equipment. Given the importance of engaging a reputable firearms dealer, ProForce emerges as a fitting choice for this endeavor.

In exchange for the twenty-three (23) firearms and forty (40) magazines through the Trade-Buy-Back Program, ProForce offers an approximate credit of $5,102, subject to adjustments based on the final assessment of the firearms' conditions. The credit will then be utilized towards procuring new handgun reflex sights.

The Police Department requests the City Council's approval to proceed with the Trade-Buy-Back Program with ProForce, emphasizing it is a strategic method to responsibly dispose of outdated surplus firearms while facilitating the acquisition of essential modern equipment for the Police Department.

ATTACHMENTS: A. Surplus Firearms List
B. ProForce Law Enforcement Trade Quote

Trade in Firearms List

1	BERETTA	PISTOL	9mm	92FS	BLACK	BER117416	3 MAGS
2	BERETTA	PISTOL	9mm	92FS	BLACK	BER343394	3 MAGS
3	BERETTA	PISTOL	9mm	92FS	BLACK	M32888Z	NO MAGS
4	GLOCK	PISTOL	40 CAL	22	BLACK	BAWA377	GEN 4, 1 MAG
5	GLOCK	PISTOL	40 CAL	22	BLACK	BAWA379	GEN 4, 1 MAG
6	GLOCK	PISTOL	40 CAL	22	BLACK	BAWA381	GEN 4, 1 MAG
7	GLOCK	PISTOL	40 CAL	22	BLACK	BAWA382	GEN 4, 1 MAG
8	GLOCK	PISTOL	40 CAL	22	BLACK	BAWA384	GEN 3, 2 MAGS
9	GLOCK	PISTOL	40 CAL	22	BLACK	KZA332	GEN 3, 2 MAGS
10	GLOCK	PISTOL	40 CAL	22	BLACK	KZA336	GEN 3, 2 MAGS
11	GLOCK	PISTOL	40 CAL	22	BLACK	KZA338	GEN 3, 2 MAGS
12	GLOCK	PISTOL	40 CAL	22	BLACK	LGS027	GEN 3, 2 MAGS
13	GLOCK	PISTOL	40 CAL	22	BLACK	LGS436	GEN 3, 2 MAGS
14	GLOCK	PISTOL	40 CAL	22	BLACK	LKD950	GEN 3, 2 MAGS
15	GLOCK	PISTOL	40 CAL	22	BLACK	LKD956	GEN 3, 2 MAGS
16	GLOCK	PISTOL	40 CAL	22	BLACK	LZY613	GEN 3, 2 MAGS
17	GLOCK	PISTOL	40 CAL	22	BLACK	LZY614	GEN 3, 2 MAGS
18	GLOCK	PISTOL	40 CAL	22	BLACK	LZY617	GEN 3, 2 MAGS
19	GLOCK	PISTOL	40 CAL	22	BLACK	LZY888	GEN 3, 2 MAGS
20	GLOCK	PISTOL	40 CAL	22	BLACK	LZY891	GEN 3, 2 MAGS
21	GLOCK	PISTOL	40 CAL	22	BLACK	STP171	GEN 3, 2 MAGS
22	GLOCK	PISTOL	40 CAL	22	BLACK	STP172	GEN 3, 2 MAGS
23	GLOCK	PISTOL	40 CAL	22	BLACK	BDZC463	GEN 3, 2 MAGS

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER / QUOTE

QUOTE#	PAGE
683008	1
SHIP DATE	
A.S.A.P.	

SOLD TO

CITY OF SOUTH GATE
FINANCE DEPT/ACCOUNTS PAYABLE
8650 CALIFORINA AVE
SOUTH GATE CA 90280

323-587-2379

SHIP TO

SOUTH GATE POLICE DEPARTMENT
8620 CALIFORNIA AVE

SOUTH GATE CA 90280

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	03/18/24	002750	A	CHRIS BRAZZILL	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
3	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED QTY 3 BERETTA 92FS 9MM. 2 HAVE 3 MAGS EACH, 1 HAS NO MAGS. OFFICER BUYBACK PRICE 293.75	235.00-	EA .00	705.00CR
14	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED QTY 14 GLOCK 22 40SW GEN 3 PISTOLS, NIGHT SIGHTS, 2 MAGS EACH.	220.00-	EA .00	3,080.00CR
6	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED QTY 6 GLOCK 22 40SW GEN 4 PISTOLS, NIGHT SIGHTS, 1 MAG EACH -5.00 FOR ANY MISSING MAGS.	220.00-	EA .00	1,320.00CR

COMMENT
FOR SAM BROWN

BY RYAN

TERMS DUE NET 30 DAYS

SALES AMOUNT	5,105.00CR
0.250%	

Item No. 11

CITY MANAGER'S OFFICE

APR 03 2024

2:00pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **April 9, 2024**
Originating Department: **Human Resources**

Department Director: *Jon Hamilton* *City Manager:* *Rob Houston*

SUBJECT: CONSIDER ADOPTION OF RESOLUTION MAKING CERTAIN FINDINGS FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 7522.56 AND 21221

PURPOSE: The Pension Reform Act of 2012 prohibits employers from hiring retired annuitants within 180 days of their retirement. However, subsequent legislation provides for an exception to the 180-day wait period under specific conditions, *i.e.,* the California Public Employees' Retirement System (CalPERS) requires the City Council adopt a resolution to allow for an exception to the 180-day wait period to hire a retired employee for temporary, part-time employment during the wait period.

RECOMMENDED ACTION: The City Council is requested to consider adoption of a Resolution making certain findings that allow a retired Police Captain-In-Charge to be hired for temporary, part-time employment commencing within the 180-day wait period from his retirement from the City of South Gate.

FISCAL IMPACT: The making of certain findings for an exception to the 180-day wait period will require no additional appropriations for Fiscal Year 2023/24 due to salary savings from the Senior Administrative Analyst and the Intermediate Account Clerk positions being vacant in the Police Department will be used to cover the salary cost for the returning retired annuitant.

ANALYSIS: None.

BACKGROUND: Police Captain-In-Charge James "Jim" Teeples ("Capt. Teeples") retired from the Police Department effective December 2, 2023, after a 28-year career with the City of South Gate. Capt. Teeples was initially hired by the City on September 24, 1995, as a Police Officer and worked his way up the ranks, being promoted to Captain-In-Charge on November 7, 2021.

In addition to Capt. Teeples' ordinary duties as a police captain overseeing certain policing operations and functions, he also had substantial duties related to the effective administration of a police department, such as personnel, supervision of non-sworn staff, and budgeting. Specifically, he supervised the Senior Administrative Analyst (Police), whose duties included budget preparation, fiscal controls, monitoring capital improvements, conducting job applicant screening and processing, attending hiring and recruitment events, tending certain community-based programs, and assisting in special projects as assigned by the Chief of Police. However, along with Capt. Teeples' retirement at

the end of last year, so, too, did the pervious Senior Administrative Analyst decide to retire, who had 31 years with the Police Department.

The retired Senior Administrative Analyst provided ample notice to the City of her impending retirement and the City initiated a comprehensive recruitment for her replacement on September 20, 2023, which yielded two promising candidates, both of which withdrew later during the process. As a result, the City has been actively recruiting for this position but has yet to fill it. However, the Police Department had a capable Intermediate Account Clerk who picked up many of the budget-related duties the Senior Administrative Analyst performed and was providing a tremendous amount of assistance to the Police Department in relation to the budgetary process. However, the Intermediate Account Clerk resigned from her position for an opportunity with another employer on February 29, 2024.

As a result of the loss of three key personnel due to retirement and resignation since December 2, 2023, who have been integral in the Police Department's budget preparation process, it is necessary to have Capt. Teeples return to perform special projects and work related to this budgetary process, which includes working with the Administrative Services Department in analyzing the budget needs of the department, coordinating with purchasing in the acquisition of equipment, handling the Asset Forfeiture Program expenditures for the police department, and a number of key duties in the performance of budget preparation and management of Police Department funds.

Pursuant to California Government Code § 7522.56(b), "[a] retired person shall not serve, be employed by, or be employed through a contract directly by a public employer in the same public retirement system from which the retiree received the benefit without reinstatement from retirement, except as permitted by this section." California Government Code § 7522.56(c), then provides the following exception: "A retired person may serve without reinstatement or loss or interruption of benefits provided by [CalPERS] upon appointment by the appointing power of a public employer either during an emergency to prevent stoppage of public business or because the retired person has specialized skills needed in performing work of a limited duration." California Government Code § 7522.56(f)(1) provides: "A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless... [t]he employer certifies the nature of the employment and the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on the consent calendar." The City is currently recruiting to fill the Senior Administrative Analyst vacancy; however, Capt. Teeples specialized skills are critically needed to prepare the budget in time for the next fiscal year and before 180 days have passed since his retirement from the City of South Gate. His 28-year depth of knowledge and his personal contacts with all public agency and private entity stakeholders are vital and essential to the continued success of the City's Police Department. Additionally, Capt. Teeples has not accepted a retirement incentive upon his retirement, which would make him ineligible for this consideration as outlined in California Government Code §7522.56(g).

Capt. Teeples employment will be on a temporary, part-time basis and will remain at or below the 960 permitted hours per fiscal year a retired annuitant may work pursuant to California Government Code § 7522.56(d). His specialized skills are needed to ensure there is no backlog of work as the budgetary process is completed and that any current special projects to which he can be assigned remain on schedule and without interruption. Once the City has hired a permanent incumbent to fill the vacant Senior Administrative Analyst position and Capt. Teeples has been able to pass along any skills and/or

knowledge necessary to transition all his duties to the new employee, his employment as a retired annuitant will no longer be necessary. It is anticipated that this process will last the duration of the current fiscal year and continue into the 2024-2025 fiscal year.

Also, pursuant to California Government Code § 7522.56(d), Capt. Teeples pay may not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule equal to the hourly rate. The maximum base salary for the Senior Administrative Analyst is $8,947, and the hourly equivalent is $51.62. Therefore, Capt. Teeples will be paid at the rate of $51.62/hour for duties performed as a retired annuitant in the capacity of the Senior Administrative Analyst.

Accordingly, staff recommends the City Council adopt a Resolution making certain findings for an exception to the 180-day wait period pursuant to California Government Code §§ 7522.56 & 21221.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

CITY OF SOUTH GATE,
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, MAKING CERTAIN FINDINGS FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 7522.56 AND 21221

WHEREAS, in compliance with California Government Code § 7255.56, the City of South Gate must provide the California Public Employees Retirement System (CalPERS) this certification resolution when hiring a retiree before 180 days have passed since his or her retirement;

WHEREAS, James "Jim" Teeples, CalPERS ID No. 5691956280, retired from the City of South Gate in the position of Captain-In-Charge effective December 2, 2023;

WHEREAS, California Government Code § 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 2, 2024, without this certification;

WHEREAS, California Government Code § 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive;

WHEREAS, the City Council of the City of South Gate hereby appoints James "Jim" Teeples as an extra help Retired Annuitant, with the title of Senior Administrative Analyst, to work on special projects, budgetary projects, and other projects, and to provide training to his successors once the City has hired a permanent, full-time employee in the position of Senior Administrative Analyst under California Government Code §§ 7522.56 & 21221 effective April 10, 2024;

WHEREAS, the entire employment agreement, contract, or appointment document (Personnel Transaction Form) related to James "Jim" Teeples has been reviewed by the City Council and is attached hereto as Exhibit "A;"

WHEREAS, no matter, issues, terms, or conditions related to this employment and appointment has been or will be placed on a consent calendar;

WHEREAS, the employment shall be limited to 960 hours per fiscal year;

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate;

WHEREAS, the maximum monthly base salary for the Senior Administrative Analyst (Police) is $8,947 and the hourly equivalent is $51.62, and the minimum monthly base salary for the position is $7,361 and the hourly equivalent is $44.03;

WHEREAS, Capt. Teeples retired from the City of South Gate as a Police Captain-In-Charge at an hourly rate of $97.63 and, as a retired annuitant, will be placed at Step E of the Senior Administrative Analyst position with an hourly rate of $51.62; and

WHEREAS, James "Jim" Teeples has not and will not receive any other benefit, incentive, compensation in lieu of benefit, or other form of compensation in addition to this hourly rate.

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 certify the nature of the appointment of James "Jim" Teeples as described herein and detailed in Attachment "A," the employment agreement/contract/appointment document (Personnel Transaction Form), and that this appointment is necessary to ensure there is not a stoppage of any special projects underway in the City and Police Department, such as the budgetary process, and so that James "Jim" Teeples can be present to train the permanent, full-time Senior Administrative Analyst when hired by the City.

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

PASSED, APPROVED, and **ADOPTED** on this **9th** day of **April 2024.**

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

City of South Gate

PERSONNEL TRANSACTION FORM

Exhibit "A"

Employee Name James Teeples **Employee #** 0275

Date Prepared 04/02/2024 **Effective Date of Action** 04/15/2024

Date of Hire 04/15/2024 **Payroll Completion Date**

Oath of Office **CalPERS ID #** (if applicable) 5691956280

RECEIVED
APR 02 2024
BY:

EMPLOYEE STATUS

- ☐ Probationary
- ☐ Full-Time
- ☒ Part-Time/Hourly
- ☐ Part-Time/PERS Hourly
- ☐ Temporary/Seasonal
- ☐ Elected Official
- ☐ Civil Service
- ☒ Unclassified (Non-Civil Service)
- ☐ Sworn
- ☒ Non-Sworn
- ☐ Exempt
- ☒ Non-Exempt

APPOINTMENT

- ☒ New Hire
- ☐ Re-Employment

CALPERS TIER (HR Dept completes)

- ☐ Classic Misc. 2.7% @ 55
- ☐ Classic Sworn 3.0% @ 50
- ☐ PEPRA Misc. 2.0% @ 62
- ☐ PEPRA Sworn 2.7% @ 57

SEPARATION

Last Date Worked _____:

- ☐ Retirement
- ☐ Termination
- ☐ Resignation
- ☐ Abandoned Position
- ☐ End of Temporary/Seasonal

TYPE OF ACTION

- ☐ Merit Increase
- ☐ Promotion
- ☐ Transfer
- ☐ Suspension
- ☐ Demotion
- ☐ Reclassification
- ☐ Start of Acting/Special Assignment
- ☐ End of Acting/Special Assignment

OTHER*

- ☐ Leave of Absence without Pay
- ☐ Name Change
- ☐ Account Number Change
- ☐ Probation Completed
- ☐ Longevity Pay
- ☐ Bilingual Pay
- ☐ Communication Allowance

	CURRENT	CHANGE TO
Department	Police	
Division	Administration	
Account Number	100-501-21	
Job Classification	Sr. Administrative Analyst	
Position Number		
Salary Range Number & Step	619E	
Monthly Salary/Hourly Rate	$ 51.62	$
Bargaining Unit		

Comments/OTHER*: 960 Annuitant Retired

Approvals:

Department Head — 4/2/24 Date

Personnel Officer — 4/2/24 Date

Director of Administrative Services — Date

City Manager (as required) — Date

PERSONNEL FILE

CITY MANAGER'S OFFICE

APR 0 1 2024

Vendor Totals

Check #	Date	Vendor	Number of Invoices	Amount	Amount	Total
105202	3/20/2024	0011336 AVANT-GARDE INC.	5	14,626.25	0.00	14,626.25
105203	3/20/2024	0013821 FOUNTAINHEAD CONSULTING, CORPORATION	5	100,025.00	0.00	100,025.00
105204	3/20/2024	00004934 GAS COMPANY	10	18,428.21	0.00	18,428.21
105205	3/20/2024	0014099 LOS ANGELES ENGINEERING, INC.	1	119,130.00	0.00	119,130.00
105206	3/20/2024	0013470 SA ASSOCIATES	1	23,476.25	0.00	23,476.25
105207	3/20/2024	00004865 SO CALIF EDISON	1	31,312.35	0.00	31,312.35
105208	3/20/2024	00001848 VERIZON WIRELESS	1	3,100.54	0.00	3,100.54
7 checks in this report.		**Grand Total All Checks:**	24	310,098.60	0.00	310,098.60

Item No. 12

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105209	3/27/2024	0013810	EXECUTIVE MANAGEMENT, SEC	24-031	1/22/2024	SECURITY PATROL 12/31/2023-1/	7,353.75	
	Voucher:			24-111	3/2/2024	SECURITY PATROL 2/11/2024-2/2	7,353.75	
				24-055	2/2/2024	SECURITY PATROL 1/14/2024-1/2	7,353.75	
				24-082	2/18/2024	SECURITY PATROL 1/28/2024-2/1	7,215.00	
				24-133	3/12/2024	SECURITY PATROL 2/25/2024-3/9	7,215.00	36,491.25
105210	3/27/2024	00004934	GAS COMPANY	189 300 9500 7-03	3/19/2024	BILLING PRD- 02/14/24-03/15/24 8	7,168.97	
	Voucher:			094 300 7500 3 03	3/18/2024	BILLING PRD- 02/13/24-03/14/24	87.75	
				083 407 6536 4 03	3/22/2024	BILLING PRD- 02/20/24-03/20/24	17.81	7,274.53
105211	3/27/2024	00004934	GAS COMPANY	049 200 7902 9 03	3/27/2024	BILLING PRD- 02/13/24-03/13/24	222.37	222.37
	Voucher:							
105212	3/27/2024	00004869	GOLDEN STATE WATER COMPAN	63744100007 - 02	3/14/2024	BILLING PRD- 02/02/24-03/04/24	244.58	244.58
	Voucher:							
105213	3/27/2024	0013435	HANDSOME GROUP	0002537	3/19/2024	PURCHASE & INSTALL OF SOUN	35,306.15	35,306.15
	Voucher:							
105214	3/27/2024	00002335	PITNEY BOWES	3106568590	3/11/2024	1/30/24-4/29/2024: POSTAGE MA(	1,341.92	1,341.92
	Voucher:							
105215	3/27/2024	00004338	SEQUEL CONTRACTORS INC	BILLING # 7	12/20/2023	11/21/23-12/20/23 - GARFIELD AV	380,354.55	380,354.55
	Voucher:							
105216	3/27/2024	00004865	SO CALIF EDISON	03/26/2024	3/26/2024	BILLING PERIOD - FEBRUARY-M/	20,187.04	20,187.04
	Voucher:							
105217	3/27/2024	00001928	U.S. POSTAL SVC/PITNEY BOWE	03032024	3/3/2024	ACCT# 8000-9090-0074-1194 - PC	3,592.94	3,592.94
	Voucher:							

Sub total for BANK OF THE WEST: 485,015.33

9 checks in this report.

Grand Total All Checks: 485,015.33

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105218	3/28/2024	0012107	CALIFORNIA STATE DISBURSEMI	Ben328757	3/28/2024	CA STATE DISB. UNIT: PAYMENT	529.37	529.37
	Voucher:							
105219	3/28/2024	00002138	FRANCHISE TAX BOARD	Ben328755	3/28/2024	GARNISHMENT - FRANCHISE TA	452.23	452.23
	Voucher:							
						Sub total for BANK OF THE WEST:		981.60
	2 checks in this report.					**Grand Total All Checks:**		981.60

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105223	4/9/2024	00003971	ADMINSURE INC.	16861	3/15/2024	APR 2024 - WORK COMP CLAIM /	9,789.00	9,789.00
	Voucher:							
105224	4/9/2024	0011293	AGRI-TURF DISTRIBUTING, LLC	93848	2/29/2024	PESTICIDES - FERTILIZERS & PE	604.94	604.94
	Voucher:							
105225	4/9/2024	00004372	AIRGAS USA, LLC	9146356356	1/29/2024	71012 POOL AND SPA - DISTRIBU	362.88	
	Voucher:			9146701189	2/6/2024	DISTRIBUTATION OF SPECIALTY	443.65	
				9147539820	3/4/2024	71012 POOL AND SPA - DISTRIBU	300.03	
				9147339852	2/27/2024	DISTRIBUTATION OF SPECIALTY	420.88	1,527.44
105226	4/9/2024	0011059	ALESHIRE & WYNDER, LLP	84677	3/14/2024	THRU 2/29/24 - SPECIALIZED LE	6,538.70	6,538.70
	Voucher:							
105227	4/9/2024	0013692	AMCS GROUP INC	154304	2/29/2024	FLEET MAINTENANCE MANAGEI	1,743.75	1,743.75
	Voucher:							
105228	4/9/2024	00001727	AMERICAN RED CROSS	22667818	2/28/2024	STAFF CERTIFICATION RECORD	1,456.00	1,456.00
	Voucher:							
105229	4/9/2024	0011121	APRINTCO	13484	1/2/2024	CITY DECALS - NEW VEHICLE E(	275.63	275.63
	Voucher:							
105230	4/9/2024	0007290	APW KNOX-SEEMAN	19678910	3/13/2024	AUTO PART FOR GARAGE SHOF	9.24	
	Voucher:			19678925	3/13/2024	AUTO PARTS FOR GARAGE SHC	20.51	
				19681841	3/14/2024	AUTO PART FOR UNIT #161	136.81	
				19657868	3/8/2024	AUTO PARTS FOR GARAGE SHC	501.51	
				19658397	3/7/2024	AUTO PART FOR GARAGE SHOF	22.34	690.41
105231	4/9/2024	0013250	ASCENT ENVIRONMENTAL, INC	20220103.01-18	2/12/2024	JAN 2024 - CONTRACT #2022-48-	6,220.00	
	Voucher:			20220103.01-16	12/14/2023	NOV 2023 - EIR PEER REVIEW F(	11,792.50	
				20220103.01-13	9/20/2023	AUG 2023 - ENVIRONMENTAL CC	23,505.00	41,517.50
105232	4/9/2024	00003692	AT&T MOBILITY	287288333867X03	3/2/2024	3/3/2024-4/2/2024 - ACCT# 28728	1,971.76	1,971.76
	Voucher:							
105233	4/9/2024	00000201	ATLANTIC LOCK & KEY	000170	3/4/2024	PROF SERVICES - SPECIALIZED	474.80	474.80
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105234	4/9/2024	0010585	AUTOZONE STORES, INC.	5488358095		CREDIT- RETURNED ITEM INVOI	-15.42	
	Voucher:			5488369985		CREDIT- RETURNED ITEM INVOI	-103.61	
				5488276817		CREDIT- RETURNED ITEM INVOI	-19.89	
				5488268882		CREDIT- RETURNED ITEM INVOI	-58.61	
				5488396709		CREDIT- RETURNED ITEM INVOI	-181.90	
				5488416902	3/12/2024	AUTO PART FOR UNIT #118	1.97	
				5488411112	3/6/2024	AUTO PARTS FOR UNIT #402	81.32	
				5488412044	3/7/2024	AUTO PART FOR UNIT #120	9.25	
				5488396509	2/20/2024	AUTO PART FOR UNIT #152	181.90	
				5488357471	1/10/2024	AUTO PARTS	15.42	
				5488416346	3/11/2024	AUTO PARTS FOR UNIT #118	188.96	
				5488417487	3/12/2024	AUTO PART FOR UNIT #118	69.45	
				5488416184	3/11/2024	AUTO PARTS FOR GARAGE SHC	8.69	
				5488417969	3/13/2024	AUTO PARTS FOR UNIT #S100	13.21	
				5488410954	3/6/2024	AUTO PARTS FOR UNIT #157	77.16	
				5488410300	3/5/2024	AUTO PART FOR UNIT #190	5.94	
				5488410365	3/5/2024	AUTO PART FOR UNIT #190	27.22	
				5488390824	2/14/2024	AUTO PARTS- CORE CHARGE	16.54	317.60
105235	4/9/2024	0010615	BEARCOM	5695134	3/1/2024	MAR 2024- ANNUAL MAINTENAN	348.21	
	Voucher:			5695136	3/1/2024	MAR 2024 - ANNUAL MAINTENAN	2,479.56	
				5695128	3/1/2024	MAR 3024 - ANNUAL MAINTENAN	342.88	
				5695131	3/1/2024	MAR 2024 - ANNUAL MAINTENAN	1,940.76	5,111.41
105236	4/9/2024	0014479	BENITO, ALFREDO	Ref000328841	3/7/2024	UB REFUND CST #00065387 816	186.92	186.92
	Voucher:							
105237	4/9/2024	00002469	BOB BARKER COMPANY	INV1992567	2/21/2024	JAIL SUPPLIES	940.39	940.39
	Voucher:							
105238	4/9/2024	00000418	BRADLEYS PLASTIC BAG CO	350646	3/7/2024	JAIL SUPPLIES	161.55	161.55
	Voucher:							
105239	4/9/2024	00000759	CALIFORNIA FRAME & AXLE	76624	3/12/2024	FRONT WHEEL ALIGNMENT ON I	484.72	484.72
	Voucher:							
105240	4/9/2024	00000898	CENTRAL BASIN MUNI WATER DI	SG-JAN24	2/15/2024	JAN 2023: CB METER SERVICE C	7,258.01	
	Voucher:			SG-AUG23	9/14/2023	AUG 2023: CB METER SERVICE (	14,817.06	
				SG-SEP23	10/17/2023	SEP 2023: CB METER SERVICE C	10,731.04	32,806.11

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105241	4/9/2024	0006239	CENTRAL FORD	39717	2/9/2024	AUTO PARTS FOR UNIT #300	599.76	
	Voucher:			41002	3/7/2024	AUTO PART FOR UNIT #195	30.83	
				41015	3/7/2024	AUTO PART FOR UNIT #187	349.85	980.44
105242	4/9/2024	0012980	CHARTER COMMUNICATIONS	108308401030124	3/1/2024	ACCT# 108308401 - MAR 2024	890.31	
	Voucher:			116996701022124	2/21/2024	ACCT# 116996701 - 2/21/24-3/20/2	2,900.22	3,790.53
105243	4/9/2024	0012980	CHARTER COMMUNICATIONS	0044267022724	2/27/2024	ACCT# 8448 20 899 0044267 - FE	312.39	
	Voucher:			0879974022924	2/29/2024	ACCT# 8448 30 017 0879974 - 2/2	129.98	
				0439993022024	2/20/2024	ACCT# 8448 30 017 0439993 - FE	134.99	577.36
105244	4/9/2024	00004302	CINTAS UNIFORM SERVICES	4180199242	1/15/2024	GARAGE SHOP CLEANING SERV	45.86	
	Voucher:			4185964241	3/11/2024	SHOP TOWEL SERVICE 3/11/24	47.32	93.18
105245	4/9/2024	0011708	CLIENTFIRST TECHNOLOGY, COI	16198	2/29/2024	FEB 2024 - IT PROJECT MANAGE	10,448.75	10,448.75
	Voucher:							
105246	4/9/2024	0008971	CMR: DELGADO, JOSE G.	1/16/24-3/5/24	3/7/2024	1/16/24-3/5/24 PLANNING COMMI	250.00	250.00
	Voucher:							
105247	4/9/2024	0010134	CMR: LABORIN, JOVANNA	1/16/24-3/5/24	3/7/2024	1/16/24-3/5/24 PLANNING COMMI	250.00	250.00
	Voucher:							
105248	4/9/2024	0013949	CMR: OZAETA, JIMMY	1/16/24-3/5/24	3/7/2024	1/16/24-3/5/24 PLANNING COMMI	250.00	250.00
	Voucher:							
105249	4/9/2024	0010131	CMR: PEREZ, JENNY	3/5/24	3/7/2024	3/5/24 PLANNING COMMISSION /	125.00	125.00
	Voucher:							
105250	4/9/2024	0009967	CMR: PRIETO, DAISY	1/16/24-3/5/24	3/7/2024	1/16/24-3/5/24 PLANNING COMMI	250.00	250.00
	Voucher:							
105251	4/9/2024	00000311	COASTLINE EQUIPMENT	1109580	3/7/2024	SERVICE HEAVY EQUIPMENT VE	2,318.80	2,318.80
	Voucher:							
105252	4/9/2024	0011922	CONCENTRA MEDICAL CENTERS	82328301	2/23/2024	LAX SANTA FE SPRINGS & VERN	424.00	
	Voucher:			82388986	2/28/2024	LAX SANTA FE WARNER, LAX CC	1,014.00	1,438.00
105253	4/9/2024	00005110	COUNTY OF L.A. DEPT OF PW	RE-PW-24021204	2/12/2024	THRU JAN 2024: TS MAINT DDG	830.45	830.45
	Voucher:							
105254	4/9/2024	00001423	DAILY JOURNAL CORPORATION	B3790544	3/12/2024	PROOF OF PUBLICATION - CDBC	340.00	
	Voucher:			B3790543	3/12/2024	PROOF OF PUBLICATION - CDBC	390.00	730.00
105255	4/9/2024	00000314	DAPEER ROSENBLIT & LITVAK LL	22749	2/29/2024	THRU 2/29/24 - SPECIALIZED LE/	6,431.44	
	Voucher:			22750	2/29/2024	THRU 2/29/24 - SPECIALIZED LE(	210.00	
				22751	2/29/2024	MUNICIPAL CODE COMPLIANCE	2,737.86	
				22752	2/29/2024	10325 CALIFORNIA AVE (DE LA C	1,455.14	
				22753	2/29/2024	9707 MADISON AVENUE (DE LA (	1,297.51	12,131.95

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105256	4/9/2024	00003695	DELUXE CORPORATION	15243262	11/7/2023	200 HIGH SECURITY CHECKS FC	336.76	336.76
	Voucher:							
105257	4/9/2024	00001565	DEPT OF JUSTICE-(DOJ) CENTR/	720451	3/4/2024	FEB 2024 FINGERPRINT APPS	736.00	736.00
	Voucher:							
105258	4/9/2024	0013734	DONALD CHRISTOPHER LACHEF	SGPD 2023-030	3/4/2024	PROFESSIONAL SERVICES FOR	1,400.00	1,400.00
	Voucher:							
105259	4/9/2024	0011959	EMP: BENNETT, DAVID	ICC 2024	3/20/2024	REIMB- MILAGE , HOTEL AND PE	528.70	528.70
	Voucher:							
105260	4/9/2024	0012358	EO: GLAZE, YODIT	MCA DIRECT #86	3/14/2024	REIMB - ELECTION OFFICE SUPI	409.76	409.76
	Voucher:							
105261	4/9/2024	0008184	EVIDENT CRIME SCENE PRODU(	238963A	2/21/2024	FORENSIC PRODUCTS	167.28	167.28
	Voucher:							
105262	4/9/2024	0010558	FACTORY MOTOR PARTS COMP/	12-5822565	3/13/2024	AUTO PARTS FOR GARAGE SHC	286.10	
	Voucher:			167-157484		CREDIT- RETURNED ITEM INVOI	-92.19	
				167-158465		CREDIT- RETURNED ITEM INVOI	-15.37	178.54
105263	4/9/2024	00000619	FALCON FUELS, INC.	69040	2/29/2024	REGULAR UNLEADED FUEL & S/	9,578.50	9,578.50
	Voucher:							
105264	4/9/2024	0006262	FIRESTONE HAND WASH LLC	2024001	1/4/2024	2/1/2023-12/31/2023 - CITYWIDE	3,304.50	3,304.50
	Voucher:							
105265	4/9/2024	00003770	FLEMING ENVIRONMENTAL INC.	21071	3/6/2024	FUEL SITES INSPECTIONS 3/5/2(	560.00	
	Voucher:			21100	3/7/2024	FUEL TANK REPAIR @PW YARD	549.50	1,109.50
105266	4/9/2024	0010237	FRONTIER COMMUNICATIONS	562-197-1130-030	3/5/2024	ACCT# 562-197-1130-040121-5: 3/	550.00	550.00
	Voucher:							
105267	4/9/2024	0005303	FULLER ENGINEERING INC	150520	2/16/2024	CHEMICALS SUPPLIES FOR POC	25.31	25.31
	Voucher:							
105268	4/9/2024	0010016	GLOBAL PARATRANSIT INC.	112324-08	2/29/2024	FEB 2024 - SVCS FOR FIXED RO	58,074.64	58,074.64
	Voucher:							
105269	4/9/2024	0014475	GORDON & REES LLP	21524355	3/6/2024	5/22/23-1/31/24 SPECIALIZED LE(	12,501.80	12,501.80
	Voucher:							
105270	4/9/2024	00002890	GRAINGER	900845689	2/5/2024	71425 FAN BLADE EXHAUST FAN	46.95	
	Voucher:			9027282848	2/20/2024	71425: PARK YARD EXHAUST FA	15.38	
				9042306101	3/5/2024	AUTO PARTS FOR UNIT #619	86.46	
				9036261577	2/28/2024	METAL SHLVNG FOR GARAGE S	612.30	
				9043285387	3/6/2024	AUTO PART FOR GARAGE SHOF	137.66	898.75

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105271	4/9/2024	00000534	GRANDE VISTA STEEL	171456	2/29/2024	71425: STEEL TO FABRICATE PO	942.64	
	Voucher:			171514	3/4/2024	71012 STEEL FOR GRAFFITI TRU	99.23	1,041.87
105272	4/9/2024	0013070	GRIFFIN STRUCTURES, INC.	GSI-SGUO-32	1/31/2024	JAN 2024 - CONSTRUCTION MAI	13,746.66	13,746.66
	Voucher:							
105273	4/9/2024	00002529	HINDERLITER DE LLAMAS & ASS	SIN036406	3/11/2024	JAN-MAR 20124- SALES TAX COI	1,748.17	
	Voucher:			SIN036657	3/11/2024	Q3 - 2023 - SALES TAX CONTRAC	87.36	1,835.53
105274	4/9/2024	00000268	HOME DEPOT CREDIT SERVICES	0340033	3/7/2024	71425: SAFETY EQUIPMENT EMI	109.54	
	Voucher:			2340007	3/5/2024	GROUNDS SUPPLIES	148.92	
				2371962	3/5/2024	FACILITIES SUPPLIES	359.22	
				4340074	3/13/2024	GROUNDS SUPPLIES	374.52	
				4340075	3/13/2024	GROUNDS SUPPLIES	136.55	
				0352136	3/7/2024	GROUNDS SUPPLIES	485.08	
				5372014	3/12/2024	GROUNDS SUPPLIES	72.15	
				0371967	3/7/2024	GROUNDS SUPPLIES	218.90	
				1371966	3/6/2024	GROUNDS SUPPLIES	54.56	
				4352200	3/13/2024	GROUNDS SUPPLIES	117.41	
				6363086	11/22/2023	GROUNDS SUPPLIES	293.77	
				0340034	3/7/2024	71425: TOOLS FOR SHOP	181.34	2,551.96
105275	4/9/2024	00000647	HONEYWELL INTERNATIONAL IN	5266121051	2/23/2024	INSTALLATION OF HVAC SYSTEI	18,191.25	18,191.25
	Voucher:							
105276	4/9/2024	0013562	INTER-GRAPHICS COMPANY	INV-0000324	2/22/2024	PRINTING OF CITY'S QUARTERL	18,076.00	18,076.00
	Voucher:							
105277	4/9/2024	00004578	INTERWEST CONSULTING GROU	92022	11/7/2023	OCT 2023 - CM & INSPECTION SI	572.50	572.50
	Voucher:							
105278	4/9/2024	00000430	JOHN L. HUNTER AND ASSOCIAT	SG1IW12401	3/5/2024	JAN 2024 - MANAGEMENT SERV	1,000.00	
	Voucher:			SG1UOR12401	3/5/2024	JAN 2024- MANAGEMENT SERVI	1,073.75	
				SG1MS412401	3/5/2024	JAN 2024 - PROFESSIONAL SER	8,844.00	
				SGIBCR12401	3/5/2024	JAN 2024 - MANAGEMENT SERV	960.00	11,877.75
105279	4/9/2024	0012510	KILEY & ASSOCIATES, LLC	SG240301	3/1/2024	FEB 2024- AMEND NO 2 TO CON	3,333.33	3,333.33
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105280	4/9/2024	00003387	KNORR SYSTEMS, INC.	226690	2/14/2024	SWIM STADIUM POOL STARK FIL	36,288.55	
	Voucher:			223328	12/31/2023	71012 POOL AND SPA PULSAR	2,143.73	
				204361	6/25/2023	71012 MAINTENANCE ON FILTRA	2,133.22	
				198631	4/24/2023	POOL AND SPA CHEMICALS	2,050.65	
				227835	2/28/2024	71012 POOL AND SPA	2,129.56	
				227816	2/28/2024	71012 POOL BALANCE TANK PAF	153.36	44,899.07
105281	4/9/2024	0012590	LA TRUCK & AUTO INC, NAPA AU	6265-287022	3/14/2024	AUTO PARTS FOR GARAGE SHC	195.05	
	Voucher:			6265-286286	3/6/2024	AUTO PARTS FOR GARAGE SHC	81.54	276.59
105282	4/9/2024	00002870	LAW OFFICES OF JONES & MAYE	120561	2/29/2024	THRU 2/29/24 - SG PITCHESS MC	800.00	
	Voucher:			117911	8/31/2023	THRU 8/31/23: RE SOUTH GATE:	127.50	927.50
105283	4/9/2024	00000455	LIBERTY FLAGS INC.	110734	3/5/2024	INVENTORY PO/ FLAGS	1,957.20	1,957.20
	Voucher:							
105284	4/9/2024	00000488	LINDE GAS & EQUIPMENT INC.	40649972	1/23/2024	WELDING CYLINDER RENTAL	131.76	131.76
	Voucher:							
105285	4/9/2024	0013343	LITTLEJOHN COMMUNICATIONS,	03012024	3/1/2024	FEB 2024 -SERVICES FOR INMAT	100.00	100.00
	Voucher:							
105286	4/9/2024	00003793	LONG BEACH BMW MOTORCYCL	48144	2/12/2024	ACCIDENT REPAIRS TO PD UNIT	16,686.40	16,686.40
	Voucher:							
105287	4/9/2024	0014480	LOPEZ, MIGUEL	Ref000328842	3/7/2024	UB REFUND CST #00061803 401	196.09	196.09
	Voucher:							
105288	4/9/2024	00003941	M. HARA LAWNMOWER CENTER	49065	3/5/2024	HARDWARE FOR STREET DIVISI	70.54	70.54
	Voucher:							
105289	4/9/2024	00004060	MCMASTER-CARR SUPPLY CO	23343742	3/7/2024	71425: SERIES STREETLIGHTS M	907.66	
	Voucher:			22168320	2/15/2024	71012 PLUMBING PARTS FOR PI	250.46	1,158.12
105290	4/9/2024	00004093	MELAD & ASSOCIATES	SG24-05	2/5/2024	FEB 1-15 - MELAD & ASSOCIATE	3,975.00	3,975.00
	Voucher:							
105291	4/9/2024	00000447	MISC - BLDG PERMITS	250868-ROMERO	2/8/2024	REFUND PERMIT AMOUN.T WRC	1,860.00	1,860.00
	Voucher:							
105292	4/9/2024	00000170	MISC - PKS & REC REFUND	65251756 DE LA F	3/7/2024	REFUND OF FACILITY FEES DUE	72.00	72.00
	Voucher:							
105293	4/9/2024	0014476	MONTENEGRO, ADRIAN	Ref000328838	3/7/2024	UB REFUND CST #00062478 104	91.85	91.85
	Voucher:							
105294	4/9/2024	0007199	NATIONWIDE	1197101	2/21/2024	POLICY C-3237490 FOR CARLO I	525.25	525.25
	Voucher:							

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105295	4/9/2024	0006698	NEOGOV	INV-35914	1/24/2024	10/30/23-10/29/24 - SUBSCRIPTIC	15,013.31	15,013.31
	Voucher:							

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105297	4/9/2024	00001414	OFFICE DEPOT	353119894001	2/2/2024	OFFICE SUPPLIES	66.14	
	Voucher:			353120339001	2/1/2024	OFFICE SUPPLIES	41.32	
				353120341001	2/1/2024	OFFICE SUPPLIES	49.58	
				353577458001	2/5/2024	TONER	985.58	
				350778399001	2/1/2021	TONER	678.30	
				345625063002	2/1/2024	OFFICE SUPPLIES	25.83	
				354601379001	2/27/2024	OFFICE SUPPLIES	9.45	
				354181651001	2/8/2024	OFFICE SUPPLIES	125.32	
				354164436001	2/13/2024	MY PASSPORT PORTABLE HARD	70.34	
				352256116001	2/1/2024	ELECTRIC STAPLER	110.78	
				352576641001	2/1/2024	USB HEADPHONE	17.01	
				352577566001	2/1/2024	USB HEADPHONE	66.14	
				353813317001	2/13/2024	OFFICE SUPPLIES	52.91	
				353816039001	2/13/2024	OFFICE SUPPLIES	9.08	
				354288159001	2/13/2024	OFFICE SUPPLIES	99.71	
				354288159002	2/15/2024	OFFICE SUPPLIES	2.70	
				354941154001	2/21/2024	OFFICE SUPPLIES	73.03	
				354955624001	2/21/2024	USB STICK	38.58	
				355051255001	2/14/2024	OFFICE SUPPLIES & TONER	591.29	
				354479201001	2/21/2024	TONER	615.16	
				354482402001	2/22/2024	TONER	526.95	
				351775846001	2/26/2024	OFFICE SUPPLIES	210.72	
				352682860001	2/1/2024	OFFICE SUPPLIES	141.59	
				352703323001	2/7/2024	OFFICE SUPPLIES	10.57	
				354836361001	2/21/2024	OFFICE SUPPLIES	31.72	
				354836475001	2/21/2024	OFFICE SUPPLIES	257.81	
				351607916001	2/1/2024	OFFICE SUPPLIES	69.51	
				351712027001	2/26/2024	OFFICE SUPPLIES	168.44	
				354699496001	2/22/2024	TONER	515.48	
				354724026001	2/20/2024	OFFICE SUPPLIES	33.73	
				354724663001	2/21/2024	TONER	300.31	
				354891650001	2/21/2024	OFFICE SUPPLIES	458.92	
				354899664001	2/21/2024	OFFICE SUPPLIES	79.37	
				354486359001	2/22/2024	TONER	400.17	
				355464566001		CREDIT- RETURNED ITEM INVOI	-10.57	

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				355464398001		CREDIT- RETURNED ITEM INVOI	-31.96	
				354473889001	2/21/2024	OFFICE SUPPLIES	123.72	
				349183955001	2/6/2024	LASER JET PRINTER	770.65	7,785.38
105298	4/9/2024	0014477	ONTIVEROS, JUAN	Ref000328839	3/7/2024	UB REFUND CST #00065099 106	143.57	143.57
	Voucher:							
105299	4/9/2024	0007984	O'REILLY AUTO PARTS	3063-154328	2/28/2024	AUTO PARTS- GROUNDS SUPPL	102.26	
	Voucher:			3063-155535	3/7/2024	AUTO PARTS FOR UNIT #117	203.50	
				3063-156619	3/13/2024	AUTO PARTS FOR UNIT #161	33.67	
				3063-155283	3/5/2024	AUTO PARTS FOR UNIT #402	60.55	
				3063-156529	3/13/2024	AUTO PART FOR UNIT#240	33.06	
				3063-156313	3/11/2024	AUTO PART FOR UNIT #140	179.39	
				3063-154261	2/28/2024	AUTO PARTS - GROUNDS SUPPI	98.63	
				3063-156560	3/13/2024	AUTO PARTS FOR UNIT #132	8.74	
				3063-155354	3/6/2024	AUTO PART FOR UNIT #186	86.92	
				3063-156398	3/12/2024	AUTO PARTS FOR GARAGE SHC	39.52	
				3063-156523	3/13/2024	AUTO PARTS FOR UNIT #240	63.92	910.16
105300	4/9/2024	0014453	PACHECO, ABIGAIL	Ref000327954	2/28/2024	UB REFUND CST #00064318 100	103.02	103.02
	Voucher:							
105301	4/9/2024	0010856	PD: MORALES, ISAAC	TNR101	3/19/2024	REIMB: MILAGE AND MEALS FOF	114.75	114.75
	Voucher:							
105302	4/9/2024	0007846	PD: TEJEDA, JESUS	TNR101	3/19/2024	REIMB: MILAGE AND MEALS FOF	114.13	114.13
	Voucher:							
105303	4/9/2024	00004714	PETTY CASH- POLICE DEPT. -	1/24/24-3/12/24	3/27/2024	1/24/24-3/12/24 - PETTY CASH (JI	248.78	248.78
	Voucher:							
105304	4/9/2024	0012870	PK: BIBRIESCA DE ARELLANO, M	MBWINTER0324	3/12/2024	02/15/24-03/12/24 STEP AEROBIC	360.00	
	Voucher:			MBWINTER0324-'	3/12/2024	02/16/24-03/12/24STEP AEROBIC	360.00	720.00
105305	4/9/2024	0011257	PK: GUILMETTE, ROBERT	RGWINTER0324	3/12/2024	02/14/24-03/11/24 YOGA CLASSE	960.00	960.00
	Voucher:							
105306	4/9/2024	00003691	PK: LARIOS, JUAN	JLMARCH224	3/12/2024	MARCH 2024 KARATE	1,029.60	1,029.60
	Voucher:							
105307	4/9/2024	0013797	PK: MANRIQUEZ, EYVAR	EMWINTER0324	3/12/2024	MUAY THAI CONDITIONING	280.00	280.00
	Voucher:							
105308	4/9/2024	0014459	PK: RANGEL, VIOLETA ISAVEL	MSWINTER0324	3/12/2024	2/17/24-3/9/24 - ADVANCED YOG/	180.00	180.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105309	4/9/2024	00003720	PK: RODRIGUEZ, BEATRIZE J	66516987	3/12/2024	FEB 2024 OVER EASY	58.00	58.00
	Voucher:							
105310	4/9/2024	0010624	PK: SANCHEZ, MARIBEL	MSWINTER0324	3/12/2024	02/17/24-03/09/24 ZUMBA	180.00	180.00
	Voucher:							
105311	4/9/2024	0013659	PK: SANCHEZ, ROCIO	RSWINTER0324	3/12/2024	02/15/24-03/12/24 ZUMBA CLASS	855.00	855.00
	Voucher:							
105312	4/9/2024	0013796	PK: YOGAWITHVANESA	VJWINTER0324	3/12/2024	02/15/24-03/11/24 ADULT YOGA	315.00	315.00
	Voucher:							
105313	4/9/2024	0009511	PRADO FAMILY SHOOTING RANG	6931	3/17/2024	3/4/24 RANGE RENTAL FEE	450.00	450.00
	Voucher:							
105314	4/9/2024	0011466	PRINCIPAL LIFE INSURANCE CO.	DEC 2023	11/28/2023	DEC 2023- PPO DEN, LIFE/VOL L	5,363.18	5,363.18
	Voucher:							
105315	4/9/2024	0005368	PRINTCO DIRECT	85711	2/15/2024	BUSINESS CARDS (500) VICTOR	66.15	
	Voucher:			85718	2/16/2024	BUSINESS CARDS (500) MARTH/	66.15	
				85705	2/13/2024	BUSINESS CARDS (500) JOHANI	66.15	
				85703	2/14/2024	BUSINESS CARDS (500) FRANK	66.15	
				85704	2/14/2024	BUSINESS CARDS (500) BLANK (	66.15	
				85706	2/14/2024	BUSINESS CARDS (500) NORMA	66.15	
				85712	2/15/2024	BUSINESS CARDS (500) MANUEI	66.15	463.05
105316	4/9/2024	0012962	REGIONAL TAP SERVICE CENTEI	6022206	2/29/2024	FEB 2024 - LOAD STORED VALUI	729.60	729.60
	Voucher:							
105317	4/9/2024	0011545	RELX, INC.	1431080-2024022!	2/29/2024	FEB 2024 - MONTHLY SUBSCRIP	1,450.00	1,450.00
	Voucher:							
105318	4/9/2024	00002735	ROADLINE PRODUCTS, INC. USA	19546	1/24/2024	MISCELLANEOUS GRAFFITI PAR	1,466.05	1,466.05
	Voucher:							
105319	4/9/2024	0008369	SAFETY-KLEEN SYSTEM, INC	93671607	3/1/2024	CLEANING SERVICE OF EQUIPM	1,018.94	1,018.94
	Voucher:							
105320	4/9/2024	0014478	SALCEDO, MARIA	Ref000328840	3/7/2024	UB REFUND CST #00065603 402	149.35	149.35
	Voucher:							
105321	4/9/2024	00000322	SAM'S CLUB	008183	2/21/2024	FOOD, SNACK'S AND DRINKS FC	1,106.19	
	Voucher:			008181	2/21/2024	FOOD, SNACK'S AND DRINKS FC	97.09	
				006038	1/23/2024	FOOD, SNACK'S AND DRINKS FC	121.69	1,324.97
105322	4/9/2024	0010623	SECTRAN SECURITY INC.	24030587	3/12/2024	MAR 2024 - SECTRAN - ARMORE	402.82	402.82
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
105323	4/9/2024	00004834	SECURITY SIGNAL DEVICES SYS	SR-00512230	4/1/2024	4/1/24-6/30/24 -FY 2023/24: PARK	12,792.99	12,792.99
	Voucher:							
105324	4/9/2024	0009253	SITEONE LANDSCAPE SUPPLY, L	138616293-001	2/29/2024	SPECIALTY IRRIGATION PARTS	382.69	382.69
	Voucher:							
105325	4/9/2024	0014337	TEXAS AQUATIC CONSTRUCTIOI	2024-006	2/2/2024	MYRTHA POOL REPAIRS AT THE	43,498.00	43,498.00
	Voucher:							
105326	4/9/2024	00003851	THOMSON REUTERS	849825068	3/1/2024	FEB 2024 WEST INFORMATION C	759.00	759.00
	Voucher:							
105327	4/9/2024	0011640	TIREHUB, LLC	40741682	3/14/2024	TIRES FOR GARAGE SHOP #132	626.69	
	Voucher:			40579071	3/6/2024	TIRES FOR UNIT #176 & 177	919.87	1,546.56
105328	4/9/2024	0009355	T-MOBILE USA, INC.	9561062820	2/26/2024	2/1424-2/15/24 - INVESTIGATIVE :	100.00	100.00
	Voucher:							
105329	4/9/2024	00002184	UNITED RENTALS (NORTH AMER	227910582	12/5/2023	12/18/23-12/22/23 - SWIM STADIU	4,469.13	4,469.13
	Voucher:							
105330	4/9/2024	00004423	WALTERS WHOLESALE ELECTRI	S124909448.001	2/7/2024	71425: DUAL TIMERS SWITCH SF	113.56	113.56
	Voucher:							
105331	4/9/2024	00002593	WAXIE'S SANITARY SUPPLY	82321446	3/4/2024	FACILITIES SUPPLIES	1,285.91	1,285.91
	Voucher:							
105332	4/9/2024	0012301	WHITTIER FERTILIZER COMPAN	408586	3/11/2024	SOIL MIXES,AMENDMENTS & SP	855.54	
	Voucher:			408369	3/5/2024	SOIL MIXES,AMENDMENTS & SP	1,069.43	1,924.97
105333	4/9/2024	0014203	WILLIAM SCOTSMAN, INC.	9020317188	2/28/2024	2/28/24-3/26/24 - RENTAL OF MOI	1,729.01	1,729.01
	Voucher:							
105334	4/9/2024	00000058	XEROX CORP	020737798	2/12/2024	12/30/23-1/30/24 - XEROX SERVI(	44.27	44.27
	Voucher:							
105335	4/9/2024	00000062	ZIEGLER'S HARDWARE& SUPPLY	2944	1/18/2024	71012 SMALL PLUNGER TO UNC	5.50	
	Voucher:			3005	1/30/2024	71012 FINANCE DEPT DESIGN N	71.31	
				3048	2/13/2024	71012 DRAIN CEILING BLADDER	28.64	
				2999 - 1/30/24	1/30/2024	71012 SG WALL REPAIRS	60.49	
				3129 - 3/5/24	3/5/2024	HOLLYDALE REGIONAL HORSE (	18.00	
				3126	3/5/2024	71012 REPAIR WOMENS SHOWI	26.43	
				3141	3/6/2024	71012 REPLACEMENT MATERIAL	60.58	
				3169	3/13/2024	71012 HOLLYDALE DOG PARK	13.20	284.15

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
62223607	3/6/2024	00004266	U.S. BANK CORPORATE PAYMEI					
		0013953	HOUSE OF WINNERS, INC	011124-2	1/11/2024	TROPHIES AND AWARDS FOR CI	3,616.00	
		0005300	DATA BUSINESS SYSTEMS INC	140760	12/22/2024	TAX FORMS: W2, 1099 NEC, ENV	623.00	
		0014052	READYREFRESH	03L6706900363	12/22/2023	FY 23-24 CITYWIDE WATER DISF	4,227.32	
		00000488	LINDE GAS & EQUIPMENT INC.	70001363	1/18/2024	RECEIPT# 70001363 - COMPRES	542.71	
		0014078	BOOGIE DOWN DJ SERVICES	1192	1/20/2024	DJ AND SOUND SYSTEM SERVIC	3,885.00	
		0014278	MAKEITPOP_PARTYDECOR	002175	1/10/2024	SPECIALIZED DECORATIONS FC	1,250.00	
		0012980	CHARTER COMMUNICATIONS	120508901120723	12/7/2023	12/07/23-01/06/24 SPECTRUM SU	563.40	
		0011983	SESAC, INC.	ORD: 1261266010	1/4/2024	ANNUAL MUSIC LICENSE FOR S	1,888.00	
		0013492	MICHAEL'S STORE	ORD#1000110347	1/3/2024	TOT TIME CLASS SUPPLIES	82.07	16,677.50

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
62223607	3/6/2024	00004266	U.S. BANK CORPORATE PAYMEI					
		0014374	CLASSIC INDUSTRIES PARTS AN	15265822	1/10/2024	AUTO PART FOR UNIT # 204	86.37	
		0011515	WEST MARINE	ORD# 01385406	1/17/2024	AUTO PART FOR UNIT# 60	140.15	
		0013806	IMPACT OVERHEAD DOOR SERV	011124SG	1/16/2024	INPACT OVERHEAD DOOR SERV	711.69	
		0011121	APRINTCO	13666	1/3/2024	DECALS FORUNIT # 321	275.63	
		00003730	LEAGUE OF CALIFORNIA CITIES	INV-12676-G3F0F	1/11/2024	REGISTRATION FOR DAISY PRIE	675.00	
		00000268	HOME DEPOT CREDIT SERVICES	1085381	1/16/2024	TOOLS TO PERFORM HOUSING	223.82	
		0011932	WATERWISE PRO	000228	12/22/2023	WATER JOB POSTING AMOUNCE	400.00	
		0012474	THE HOME DEPOT DEPOT PRO	9532887	1/8/2024	AQUATICS EQUIPMENT	36.04	
		00000322	SAM'S CLUB	007260	1/3/2024	TOT TIME CLASS SUPPLIES	46.86	
		0005295	WALMART	003113	1/3/2024	TOT TIME CLASS SUPPLIES	25.93	
		0012261	GOT TOWELS UNIFORMS	031686	1/4/2024	HOURLY STAFF UNIFORMS - HO	1,115.51	
		0005368	PRINTCO DIRECT	85651	12/20/2023	4X6 FLYERS FOR CENTENNIAL E	132.30	
		0005347	AMAZON.COM	111-5700054-0082	1/14/2024	FRAME FOR THE CENTENNIAL E	40.95	
		0005347	AMAZON.COM	111-4441094-2889	1/16/2024	ADJUSTABLE BACKGROUND ST/	42.99	
		0012471	BEHAVIORAL ANALYSIS TRAININ	0118202401	1/18/2024	NOV 13-17, 2023 - INVESTIGATIV	575.00	
		0006437	ULINE	173370893	1/17/2024	ANTI-FATIGUE MATS (FRONT CO	433.82	
		0005347	AMAZON.COM	114-5691002-3767	12/21/2023	DELL MONITORS	343.96	
		0005347	AMAZON.COM	114-6787954-8860	12/21/2023	APC - BATTERY REPLACEMENT	44.45	
		0005347	AMAZON.COM	113-9544565-8181	1/11/2024	GALAXY GLASS	9.42	
		0005347	AMAZON.COM	113-4631321-8762	1/11/2024	PHONE CASES	53.37	
		0005347	AMAZON.COM	111-1778675-5358	1/11/2024	SUPPLIES FOR COFFEE STATIOI	35.98	
		00002063	CACEO	300019375	1/3/2024	CALIFORNIA ASSOCIATION OF C	100.00	
		00002871	ICC-INTERNATIONAL CODE COUI	101697287	1/8/2024	INTERNATIONAL CODE COUNCII	110.00	
		0010098	PROPERTYRADAR	4F31C680-0005	1/9/2024	BUILDING & SAFETY DIVISION AI	374.40	
		00000322	SAM'S CLUB	10132264162	1/4/2024	TOT TIME CLASS STORAGE	87.98	
		0005347	AMAZON.COM	112-4696566-9186	1/9/2024	SUPPLIES FOR CONTRACT CLA:	416.70	
		0014348	LIDS	080602	1/4/2024	HOURLY STAFF UNIFORMS - HA	267.20	
		0013140	DFK SOLUTIONS GROUP, LLC	J.PRECIADO & D.	1/2/2024	REGISTRATION FOR GRADE 1/2	590.00	
		0008947	USC FOUNDATION- CROSS-CON	ORD# 21627	1/2/2024	REGISTRATION FOR BACKFLOW	1,800.00	
		00000862	CA-NV SECTION AWWA	D.DHAYER	1/10/2024	REGISTRATION FOR BACKFLOW	315.00	
		0005347	AMAZON.COM	114-8594703-4937	1/4/2024	MARKETING COORDINATOR	132.18	
		0011043	RESIDENCE INN MARRIOTT	01/04/24	1/4/2024	EXPLORER COMPETITION	332.78	
		0011043	RESIDENCE INN MARRIOTT	PARKING 1/12&13	1/13/2024	EXPLORER COMPETITION - PAR	30.00	
		0011043	RESIDENCE INN MARRIOTT	FEE	1/13/2024	EXPLOERER COMPETITION	0.46	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		0005723	SOUTHWEST AIRLINES	42QUNG	3/5/2024	FLIGHTS - LEGISLATIVE DAY	163.24	
		0013492	MICHAEL'S STORE	014012	1/3/2024	TOT TIME CLASS SUPPLIES	111.79	
		00001105	ICMA	518394	1/9/2024	RENEWAL OF PERSONAL MEMB	1,200.00	
		0012596	ZOOM.US	INV234321411	1/1/2024	ZOOM MONTHLY CLOUD RECOF	40.00	
		00001414	OFFICE DEPOT	020625	1/2/2024	SHARPIE PRO MARKERS	9.23	
		0005295	WALMART	076505	12/21/2023	PATCH CABLE LABEL TAPE AND	12.17	
		0005300	DATA BUSINESS SYSTEMS INC	140828	1/10/2024	TAX FORMS: W2, 1099 NEC, ENV	171.88	
		00004647	LAEDC	ORD# 000006992	1/11/2024	ECONOMIC FORECAST FOR 202	165.00	
		00003730	LEAGUE OF CALIFORNIA CITIES	INV-12612-M4G5E	1/11/2024	REGISTRATION FOR JOVANNA L	675.00	
		0009834	PORTO'S BAKERY & CAFE	01/18/24	1/18/2024	DELIVERY FROM PORTOS FOR "	65.28	
		0009931	FAMILY DOLLAR	093204	1/18/2024	CUPS, NAPKINS, UTENSILS FOR	16.63	
		0013833	KINGS PHOTO BOOTH	000028-001	1/9/2024	FOR THE EMPLOYEE RECOGNIT	974.25	
		0010683	NEW CHEF FASHION, INC.	ORD# 753494	10/16/2023	HR DEPARTMENT POLO SHIRTS	396.81	
		0014413	O BARGAIN	077092	1/16/2024	LUNCH & LEARN	2.71	
		0005677	DEPARTMENT OF PESTICIDE RE	QAC-093123	12/21/2023	PESTICIDE - QAC RENEWAL	60.00	
		0014001	MICRO CENTER	075427	1/5/2024	HDMI VIDEO CABLES, SERIAL C/	147.52	
		0012606	AMAZON CAPITAL SERVICES,INC	114-9269302-9091	1/18/2024	PYLE 7-INCH LCD MONITOR REF	125.93	
		0009649	AT&T	JAN 2024	12/29/2023	INTERNET AT AZALEA CMTY RO(	140.19	
		0005347	AMAZON.COM	111-1912738-3572	1/11/2024	A FRAME DISPLAY BOARDS/GOL	330.52	
		0005295	WALMART	003563	1/12/2024	CENTENNIAL BALL SUPPLIES	68.00	
		0014057	PARTY WAREHOUSE	012398	1/12/2024	CENTENNIAL BALL SUPPLIES	48.47	
		0009420	SPARKLETTS	16963364 010424	1/4/2024	DS SERVICES STANDARD COFF	114.25	
		0008467	THE UPS STORE	01/11/24	1/11/2024	POSTERS FOR CENTENNIAL BAI	110.25	
		0008154	JOKER PARTY SUPPLY	777901	1/19/2024	CENTENNIAL BALL SUPPLIES	163.08	
		00001286	WESTERN WATER WORKS SUPP	1246705-00	10/12/2023	MATERIAL FOR WATER REPAIRS	1,680.21	
		00001286	WESTERN WATER WORKS SUPP	1246784-00	10/13/2023	MATERIAL FOR WATER REPAIRS	1,388.60	
		00001102	CENTRAL BASIN WATER ASSOC.	ORD# 871395751	1/27/2024	QUARTERLY MTG FOR C. CASTI	50.00	
		0014418	LAW ENFORCEMENT TRAINING,	6486	1/9/2024	JAN 10-11, 2024 - CHASING CELL	125.00	
		0013844	TRADECRAFT TRAINING LLC	01/10/24	1/10/2024	JAN 10-11, 2024 - CHASING CELL	250.00	
		0005347	AMAZON.COM	113-4940931-8733	1/10/2024	PARK YARD SHOP TOOL	55.11	
		0011932	WATERWISE PRO	C-0A4C42D9C4D8	1/18/2024	REGISTRATION DISTRIBUTION E	900.00	
		0014414	MCLAUGHLIN COFFEE ROASTIN	ORD# WEB23460	1/17/2024	HR LUNCH & LEARN PANELIST A	78.00	
		00001414	OFFICE DEPOT	350104675-001	1/8/2024	OFFICE SUPPLIES - TONNER FO	41.88	
		0012261	GOT TOWELS UNIFORMS	064937	1/4/2024	HOURLY UNIFORMS	1,087.20	
		0012261	GOT TOWELS UNIFORMS	025200	1/10/2024	COMMUNITY SERVICE WORKER	407.70	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		0014368	ACADEMY MUSEUM OF MOTION	HV5-T4R-YXB2	1/3/2024	GENERAL ADMISSION	880.00	
		0008456	NSCA	354783	1/2/2024	FITNESS RECERTIFICATION	65.00	
		0005347	AMAZON.COM	111-5412191-3781	1/9/2024	AQUATICES SUPPLIES	481.29	
		00002026	FEDERAL EXPRESS CORPORATI	1024031LX	1/12/2024	OPEN HOUSE SUPPLIES	136.40	
		0007857	MF ATHLETIC	SO653946	1/10/2024	GROUP EXERCISE EQUIPMENT	301.81	
		0005300	DATA BUSINESS SYSTEMS INC	140856	1/17/2024	TAX FORMS: W2, 1099 NEC, ENV	164.16	
		0008451	COSTCO.COM	074123	1/12/2024	CENTENNIAL BALL SUPPLIES	124.68	
		0013953	HOUSE OF WINNERS, INC	011724-1	1/17/2024	CENTENNIAL BALL SUPPLIES	437.19	
		00000322	SAM'S CLUB	094669	1/20/2024	CENTENNIAL BALL SUPPLIES	119.88	
		0005292	TARGET	401139910087712	1/11/2024	OPEN HOUSE SUPPLIES	64.55	
		0005347	AMAZON.COM	111-8684757-0377	1/10/2024	OPEN HOUSE SUPPLIES	9.91	
		0005347	AMAZON.COM	111-0286171-6990	1/17/2024	SPORT CENTER SUPPLIES	55.11	
		0009412	WABA GRILL	023243	1/11/2024	OPEN HOUSE PROMOTIONAL GI	336.25	
		0005492	ROSS	095605	1/11/2024	OPEN HOUSE PRIZES	155.28	
		0009935	SUPER FUN FACTORY/AVG	12570	1/13/2024	OPEN HOUSE SUPPLIES	600.00	
		0014100	PATRIOT PARTY RENTALS, INC	01/18/24	1/18/2024	OPEN HOUSE ACIVITIES	482.90	25,796.25
31934992	3/14/2024	00001186	EMPLOYMENT DEVELOPMENT D	L0137840976	2/6/2024	7/1/23-9/30/23: UNEMPLOYMENT	15,725.59	15,725.59
	Voucher:							

Sub total for BANK OF THE WEST: 543,975.59

113 checks and 2 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 543,975.59

Void Checks

Bank code: botw

Check #	Date
105296	4/9/2024

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2710	3/28/2024	00000004	NATIONWIDE RETIREMENT SOLU	Ben328759	3/28/2024	DEF COMP NATIONWIDE: PAYME	55,097.96	55,097.96
	Voucher:							
2711	3/28/2024	00001186	EMPLOYMENT DEVELOPMENT D	Ben328761	3/28/2024	SDI: PAYMENT	52,320.09	52,320.09
	Voucher:							
2712	3/28/2024	00002370	INTERNAL REVENUE SERVICE	Ben328763	3/28/2024	MEDICARE: PAYMENT	147,120.44	147,120.44
	Voucher:							
2713	3/28/2024	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben328765	3/28/2024	SEIU DUES: PAYMENT	2,810.69	2,810.69
	Voucher:							
2714	3/28/2024	00000343	PUBLIC EMPLOYEES RETIREMEI	Ben328767	3/28/2024	MILITARY SERVICE CREDIT: PAY	262,332.12	262,332.12
	Voucher:							
2715	3/28/2024	00004996	SEIU-COPE LOCAL 721, LA/OC CI	Ben328769	3/28/2024	SEIU- COPE LOCAL 721 DEDUCT	41.00	41.00
	Voucher:							
2716	3/28/2024	00004988	CHILD SUPPORT ON-LINE, STATE	Ben328771	3/28/2024	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12
	Voucher:							
2717	3/28/2024	0009920	OCSE CLEARINGHOUSE SDU	Ben328773	3/28/2024	GARNISHMENT - AR CHILD SUPI	324.00	324.00
	Voucher:							

Sub total for BANK OF THE WEST: 521,082.42

8 wire transfers in this report.

Grand Total All Wire Transfers: 521,082.42

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 4/9/2024

TOTAL PART I - PREPAID CHECKS (3/20/2024)		310,098.60
TOTAL PART II - PREPAID CHECKS (3/27/2024)		485,015.33
TOTAL PART III - PAYROLL-RELATED CHECKS		981.60
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		543,975.59
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS		521,082.42
	SUB - TOTAL	1,861,153.54
LESS: VOIDS		(1,049.76)
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(391,934.47)
	GRAND TOTAL	1,468,169.31

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number **105202** to Warrant Number **105335** inclusive, plus WireTransfers and EFTs totaling **$1,468,169.31** as listed on the accompanying Accounts Payable Warrant Register of **APRIL 9, 2024** are approved as presented, with the exception of the following voided and replacement warrants:

Voided Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
98273	BHAGAT, NARAYAN R	9/27/2022	$ 10.00	STALE DATED
101064	DON KELLEER COLLISION CENTER SG	5/23/2023	$ 1,020.30	STALE DATED
104950	PEREZ, CRIS	3/12/2024	$ 19.46	STALE DATED
105296	OFFICE DEPOT	4/9/2024	$ 0.00	OFFICE DEPOT DESCRIPTION OVERFLOW
	TOTAL OF VOIDED CHECKS		**$ 1,049.76**	
99308	CALIFORNIA DENTAL NETWORK, INC	12/22/2022	$200.01	STALE DATED. 3/28/2024 VOIDED AND ISSUED REPLACEMENT CHECK# 105220
99718	ZIEGLER'S HARDWARE & SUPPLY	1/24/2023	$26.45	STALE DATED. 3/28/2024 VOIDED AND ISSUED REPLACEMENT CHECK# 105221
102498	COMPATIOR, INC	9/12/2023	$4,903.06	STALE DATED. 3/28/2024 VOIDED AND ISSUED REPLACEMENT CHECK# 105222
	*** TOTAL OF REPLACEMENT CHECKS**		**$5,129.52**	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **APRIL 9, 2024** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.