SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, March 11, 2025 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, Maria Davila	**CITY CLERK,** Yodit Glaze
VICE MAYOR, Joshua Barron	**CITY TREASURER,** Jose De La Paz
COUNCIL MEMBER, Maria del Pilar Avalos	**CITY MANAGER,** Rob Houston
COUNCIL MEMBER, Gil Hurtado	**CITY ATTORNEY,** Raúl 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: Maria Davila, Mayor

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL: Yodit Glaze, City Clerk

Public Hearings

1. Resolution approving the Substantial Amendments to Fiscal Year 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 Annual Action Plans for the Community Development Block Grant ("CDBG") Funds

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

a. Adopting a Resolution approving Substantial Amendment No. 7 to the Fiscal Year 2019-2020 Annual Action Plan; Substantial Amendment No. 2 to the Fiscal Year 2020-2021 Annual Action Plan; Substantial Amendment No. 4 to the Fiscal Year 2022-2023 Annual Action Plan; Substantial Amendment No. 1 to Fiscal Year 2023-2024 Annual Action Plan; and Substantial Amendment No. 1 to Fiscal Year 2024-2025 Annual Action Plan programming Community Development Block Grant ("CDBG") funds to the Street Improvement Project and South Gate Park Improvement (Attachment A); and

b. Authorizing the City Manager or the Community Development Director to initiate

appropriate action necessary to implement projects and programs as noted in the FY 2024-2025 Annual Action Plan.

Documents:

Item 1 Report 03112025.pdf

2. Resolution establishing a Preferential Parking District on Liberty Boulevard from Garden View Ave to South Gate Avenue

Following the conclusion of the public hearing, the City Council will consider: (PW)

a. Adopting a Resolution approving and establishing a Preferential Parking District on Liberty Boulevard from Garden View Avenue to South Gate Avenue to prohibit parking between the hours of 5:00 PM and 9:00 PM;

b. Directing the Public Works Department to install parking restriction signage within 90 days of the approval of the Resolution;

c. Directing the City Clerk to notify the property owners on Liberty Boulevard of the March 11, 2025, voting results; and

d. Appropriating $3,000 in Gas Tax Funds to install the parking restrictions.

Documents:

Item 2 Report 03112025.pdf

Comments From The Audience - Non-Agenda Items

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

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

Reports And Comments From City Officials

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the City pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to

comment on matters not on the agenda.

Consent Calendar Items

Agenda Items **3, 4, 5, 6, 7, 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.

3. Amendment No. 4 to Contract No. 2232 with AdminSure Inc., for the Administration of the City's Self-Insured Workers' Compensation Program

The City Council will consider: (HR)

a. Approving Amendment No. 4 to Contract No. 2232 for the Administration of the City's Self-Insured Workers' Compensation Program ("Agreement") between the City of South Gate and AdminSure, Inc.; and

b. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

Documents:

Item 3 Report 03112025.pdf

4. Amendment No. 1 to Funding Agreement with Los Angeles County Metropolitan Transportation Authority for Measure R Funds for the I-710 Firestone Boulevard Southbound On-Ramp Modification Project, City Project No. 354-ST

The City Council will consider: (PW)

a. Approving Amendment No. 1 to Measure R Funding Agreement with the Los Angeles County Metropolitan Transportation Authority to accept $6,750,000 in Metro Measure R Funds for the I-710 Firestone Boulevard Southbound On Ramp Modification Project (On-Ramp), City Project No. 354-ST;

b. Appropriating $6,750,000 in Metro Measure R Funds to the I-710 Firestone Boulevard Southbound On-Ramp Modification Project, Account No. 311-790-31-9408; and

c. Authorizing the Mayor to execute Amendment No. 1 to Measure R Funding Agreement in a form acceptable to the City Attorney.

Documents:

Item 4 Report 03112025.pdf

5. Agreement with NV5 for Construction Management & Inspection Services for the Automatic Meter Reading Upgrade, Phase IV, City Project No. 685-WTR

The City Council will consider: (PW)

a. Approving an Agreement with NV5, Inc., to perform construction management and inspection services on the Automatic Meter Reading Upgrade, Phase IV, City Project No. 685-WTR, in an amount not-to-exceed $149,604;

b. Authorizing the City Manager to approve and execute amendments to the Agreement up to a cumulative amount of $50,000; and

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

Documents:

Item 5 Report 03112025.pdf

6. Agreement with TeamCivX for consulting services related to the Utility Users Tax (UUT) Ballot Initiative

The City Council will consider: (CM)

a. Approving an Agreement with TeamCivX for $114,350;

b. Appropriating $114,350 from the General Fund, Account 100-120-12-6101; and

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

Documents:

Item 6 Report 03112025.pdf

7. Agreement with SDI Presence LLC for Supplemental IT Support Services for the Police Department

The City Council will consider: (PD)

a. Approving Amendment No. 1 (“Amendment No. 1”) to the Agreement for Professional Services for Supplemental Information Technology Support Between the City of South Gate and agreement SDI Presence LLC, Contract No. 2024-31-CC (“Agreement”) to provide additional on-site supplemental IT support to the Police Department for four months;

b. Appropriating $66,544 from the General Fund balance to 100-513-21-6101; and

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

Attorney.

Documents:

Item 7 Report 03112025.pdf

8. Grant Deed of Right-of-Way Dedication at 9722 San Antonio Avenue for Street Purposes from Plaza Community Service, LLC

The City Council will consider: (PW)

a. Accepting a Grant Deed from Plaza Community Service, LLC., to secure right-of-way for street purposes as a part of the development located at 9722 San Antonio Avenue, at no cost to the City; and

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

Documents:

Item 8 Report 03112025.pdf

9. Appropriation of Universal Waste Systems Community Funding for Calendar Years 2023, 2024 & 2025

The City Council will consider: (PARKS)

a. Appropriating $360,000 from the United Waste Systems ("UWS") Contract No. 2022-54-CC with the City of South Gate to account number 100-401-61-6308 (Community Engagement) to fund the UWS Community Funding program; and

b. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage the program.

Documents:

Item 9 Report 03112025.pdf

10. Purchase Order for Purchase of two John Deere Tractors

The City Council will consider approving a Purchase Order with Stotz Equipment Company for the purchase of two tractors for the Parks and Recreation Department in total amount of $135,049.35. (PARKS)

Documents:

Item 10 Report 03112025.pdf

Reports, Recommendations And Requests

11. 2024 Crime Statistics Report

The City Council will consider receiving and filing a summary report on the state of the City as it pertains to crime in South Gate for the calendar year 2024. (PD)

Documents:

Item 11 Report 03112025.pdf

12. Approve warrant register for March 11, 2025

The City Council will consider approving the Warrant Register for March 11, 2025. (ADMIN SVCS)

Total of Checks:	$2,352,192.74
Less: Voids	$ (654.01)
Less: Employee Payroll Deductions	$ (262,229.52)
Grand Total:	$2,089,309.21

Cancellations: 104061, 104079, 104080, 104082, 104117, 104118, 104123, 104132, 104137, 104202, 109333, 109351

Documents:

Item 12 Report 03112025.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on March 6, 2025, at 3:05 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

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

MEETING SCHEDULE

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

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

PUBLIC COMMENT/PARTICIPATION

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

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

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

CURFEW

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

STAFF REPORTS

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

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk. Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility. For further information, please contact the Office of the City Clerk at (323) 563-9510 or via email at yglaze@sogate.org.

Office of the
South Gate City Clerk

MAR - 6 2025
FILED 11:15 am

Item No. 1

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 11, 2025**
Originating Department: **Community Development**

Department Director: *David Crabtree* *City Manager:* *Rob Houston*

SUBJECT: SUBSTANTIAL AMENDMENTS TO FISCAL YEAR 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 ANNUAL ACTION PLANS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDS.

PURPOSE: To consider approving Substantial Amendments to the FY 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 Annual Action Plans. No. 3 to the 2022-2023 Annual Action Plan to reprogram $1,791,794 in CDBG funds.

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

a. Adopting a Resolution approving Substantial Amendment No. 7 to the Fiscal Year 2019-2020 Annual Action Plan; Substantial Amendment No. 2 to the Fiscal Year 2020-2021 Annual Action Plan; Substantial Amendment No. 4 to the Fiscal Year 2022-2023 Annual Action Plan; Substantial Amendment No. 1 to Fiscal Year 2023-2024 Annual Action Plan; and Substantial Amendment No. 1 to Fiscal Year 2024-2025 Annual Action Plan programming Community Development Block Grant ("CDBG") funds to the Street Improvement Project and South Gate Park Improvement (Attachment A); and
b. Authorizing the City Manager or the Community Development Director to initiate appropriate action necessary to implement projects and programs as noted in the FY 2024-2025 Annual Action Plan.

FISCAL IMPACT: 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 December 26, 2024. The notice noted a 30-day comment period. Additionally, the Notice was posted on the City's website. At the regular city council meeting on January 28, 2025, the matter was continued to the March 11, 2025, regular city council meeting.

ALIGNMENT WITH COUNCIL GOALS: The FY 2024-2025 Annual Action Plans supports the City Council goals of creating and protecting strong and sustainable neighborhoods by supporting projects and programs that benefit low-and moderate-income residents of South Gate.

ANALYSIS:

Per HUD regulations, the City must implement its CDBG program in a timely manner. According to 24 CFR 570.902, HUD conducts an annual compliance review each May 2 to assess the City's adherence to these requirements. To address compliance concerns, staff propose reprogramming $1,791,794 in CDBG funds from various Annual Action Plans to a construction-ready Street Improvement Project located in eligible CDBG census tracts.

Additionally, the Citizens Advisory Committee reviewed the matter and provided the following recommendations for City Council's consideration:

FISCAL YEAR PLAN	PROPOSED SUBSTANTIAL AMENDMENT NO.	ACTIVITY NAME	CURRENT ACTIVITY ALLOCATION	PROPOSED BUDGET AMENDMENT	NET CHANGE
2019-2020	7	Commercial Façade Program	$50,135	$0	($50,135)
2020-2021	2	Commercial Façade	$38,555	$0	($38,555)
2022-2023	4	Commercial Façade	$143,850	$0	($143,850)
2022-2023	4	Business Sign Program	$650,000	$0	($650,000)
2023-2024	1	Commercial Façade	$500,000	$0	($500,000)
2023-2025	1	Business Sign Program	$323,705	$0	($323,705)
2024-2025	1	Commercial Façade	$485,549	$400,000	($85,549)
2024-2025	1	Street Improvement Project	$0	$752,540	$752,540
2024-2025	1	South Gate Park Improvements – Ballfield Shade Structures	$0	$600,000	$600,000
2024-2025	1	South Gate Park Improvements – Swim Stadium – Scoreboard	$0	$80,000	$80,000
2024-2025	1	South Gate Park Improvements – Sports Center – Gymnasium Divider	$0	$55,000	$55,000
2024-2025	1	Gardendale Park Improvements – New Tot Lot	$0	$120,000	$120,000

2024-2025	1	South Gate Park Improvements – Recreation Buildings Roof Replacement	$0	$120,000	$120,000
2024-2025	1	South Gate Park Improvements – Girls Clubhouse Renovations	$0	$64,254	$64,254

Unused balances from the Commercial Façade Program (FY 2019-2020 through a portion of FY 2024-2025) and the Business Sign Program (FY 2022-2023 and FY 2023-2024) will be reprogrammed to support the proposed activities. This reallocation will allow staff to close out those fiscal year program activities. Additionally, $400,000 in FY 2024-2025 CDBG funds will remain available to support the updated Commercial Façade Program.

Commercial Façade Improvement Program - $400,000 proposed

The Commercial Façade Improvement Program provides grants for the exterior rehabilitation of street-facing businesses located in the public right-of-way. Eligible improvements include new paint, windows, code-compliant business signs, and other upgrades.

From FY 2019 to FY 2024, the program assisted four businesses, with a total expenditure of $206,747.

The updated Commercial Façade Program aims to streamline the application process and focus on addressing eligible code violations throughout the city's business corridors.

Street Improvement Project - $752,540 proposed

The FY 2024-2025 Street Improvement Project will encompass street improvements within CDBG eligible census tract areas:

- Industrial Avenue from Main Street to Century Boulevard.
- Frontage Road from Southern Avenue to Miller Way
- Pinehurst Avenue from Tweedy Boulevard to Southern Avenue
- Hildreth Avenue from Southern Avenue to Tweedy Boulevard

Parks and Recreation Improvements - $1,039,254 proposed

Ballfield Shade Structures – $600,000 is proposed for this project to design and construct shade structures over the dug outs and spectator areas at six ballfields (Ballfield No. 1, 2, 3, 4, 9, and 10) located within South Gate Park. Project completion is estimated for April 30, 2026.

Aquatics Score Board - $80,000 is proposed for this project to purchase and install a scoreboard at the South Gate Park Swim Stadium. Project completion is estimated for June 30, 2025.

Gymnasium Divider - $55,000 is proposed for the purchase and installation of a gym divider for the South Gate Park Sports Complex. The divider intends to maximize space utilization, enhancing safety by reducing distractions and collisions, and facilitating multiple activities simultaneously in the gym. Project completion is estimated for October 30, 2025.

New Tot Lot - $120,000 is proposed to design and construct a new playground that will replace the 30 year old playground located at Gardendale Park. Project completion is estimated for November 30, 2025.

Roof Replacement - $120,000 is proposed to design and replace 50+ year old recreation building roof throughout South Gate Park. Project completion is estimated for May 30, 2026.

Girls Clubhouse Renovations - $64,254 is proposed to design and renovate counters and cabinets within the girl's clubhouse located at South Gate Park. Project completion is estimated for May 30, 2026.

BACKGROUND: The City of South Gate has received CDBG funds annually since the enactment of the Housing and Community Development Act of 1974. The City qualifies as an "entitlement" jurisdiction due to its population exceeding 50,000 and meeting specific demographic criteria. CDBG funds support a variety of projects and programs that primarily benefit low- and moderate-income individuals.

Per HUD regulations, the development of Annual Action Plans requires a citizen participation and public review process, including a public hearing before submitting any substantial amendments.

The proposed substantial amendment was presented to the Citizens Advisory Committee ("CAC") on February 19, 2025, and February 26, 2025, where the CAC reviewed the proposal and provided funding recommendations, as outlined in the table above.

ATTACHMENTS:

A. Resolution approving Substantial Amendment No. 7 to the Fiscal Year 2019-2020 Annual Action Plan; Substantial Amendment No. 2 to the Fiscal Year 2020-2021 Annual Action Plan; Substantial Amendment No. 4 to the Fiscal Year 2022-2023 Annual Action Plan; Substantial Amendment No. 1 to Fiscal Year 2023-2024 Annual Action Plan; and Substantial Amendment No. 1 to Fiscal Year 2024-2025 Annual Action Plan

B. Proof of Publication - Public Hearing Notices

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, APPROVING THE SUBSTANTIAL AMENDMENTS TO FISCAL YEAR 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 ANNUAL ACTION PLANS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

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

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

WHEREAS, the purpose of the Consolidated Plan and the Annual Action Plan is to identify housing and community development needs and to develop specific goals and objectives to address those needs over a five-year period and is a requirement of 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, the City Council approved the aforementioned Annual Action Plans for expenditure of the entitlement grants from HUD, including the CDBG program;

WHEREAS, the City Council has determined that the FY 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 Annual Action Plans need to be amended in accordance with HUD regulations through a Substantial Amendment to reflect the changing needs of the community;

WHEREAS, City staff published a public notice announcing the proposed substantial amendments in the December 26, 2024, edition of The South Gate Press newspaper. The thirty (30) day public review and comment period ended on January 28, 2025; and

WHEREAS, the adopted budget and proposed changes to the FY 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 Annual Action Plans for the CDBG Program proposes to reprogram $1,039,254 of CDBG funds for various parks and recreations facilities improvements and $752,540 of CDBG funds for FY 2024/2025 Street Improvements.

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

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council of the City of South Gate does hereby adopt Substantial Amendment No. 7 to the Fiscal Year 2019-2020 Annual Action Plan; Substantial Amendment No. 2 to the Fiscal Year 2020-2021 Annual Action Plan; Substantial Amendment No. 4 to the Fiscal Year 2022-2023 Annual Action Plan; Substantial Amendment No. 1 to Fiscal Year 2023-2024 Annual Action Plan; and Substantial Amendment No. 1 to Fiscal Year 2024-2025 Annual Action Plan.

SECTION 3. The City Manager is hereby authorized to make all conforming modifications and edits and to execute all implementing documents required by HUD to implement the Substantial Amendment.

SECTION 4. The City Manager is hereby directed to file a copy of said Substantial Amendments to HUD.

SECTION 5. The City Manager is hereby authorized to enter into agreements with eligible sub-recipients.

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

PASSED, APPROVED, and **ADOPTED** this **11th** day of **March 2025.**

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

SOUTH GATE PRESS

1007 N SEPULVEDA BLVD STE 1357, MANHATTAN BEACH, CA 90266
Telephone (323) 556-5720 / Fax (213) 634-0584

Office of the
South Gate City Clerk

JAN - 2 2025

FILED

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

WWA #: 3880633

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
Substantial Amendments to FY 19/2020, 20/2021, 22/2023, 23/2024 & 24/2025 Annual Action Plans

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:

12/26/2024

Executed on: 12/26/2024
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 9 9 4 2 3 8 *

Email

PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL
NOTICE OF PUBLIC HEARING FOR
SUBSTANTIAL AMENDMENTS TO FY 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 ANNUAL ACTION PLANS

Hearing Date: Tuesday, January 28, 2025
Time: 6:30 p.m. or soon thereafter to a date certain
Place: City Hall Council Chambers at 8650 California Ave, South Gate, CA 90280

Description: The City of South Gate (City) hereby notifies the public of a public hearing on January 28, 2025, to receive public comment on the proposed substantial amendments to the FY 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 Annual Action Plans.

Proposed Amendments to the FY 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 Annual Action Plans are noted in the table below.

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

FISCAL YEAR PLAN	PROPOSED SUBSTANTIAL AMENDMENT NO.	ACTIVITY NAME	CURRENT ACTIVITY ALLOCATION	PROPOSED BUDGET AMENDMENT	NET CHANGE
2019-2020	7	Commercial Façade Program	$50,135	$0	($50,135)
2020-2021	2	Commercial Façade	$38,555	$0	($38,555)
2022-2023	4	Commercial Façade	$143,850	$0	($143,850)
2022-2023	4	Business Sign Program	$650,000	$250,000	($400,000)
2023-2024	1	Commercial Façade	$500,000	$200,000	($300,000)
2024-2025	1	Street Improvement Project – Industrial Avenue	$0	$740,0000	$740,0000
2024-2025	1	Splash Pad	$0	$180,000	$180,000

Public Review Comment: A thirty-day public comment period will be provided commencing on December 26, 2024, through January 28, 2025. Citizens can submit email comments in advance of the public hearing to the attention of Carol Averell, Housing Manager at caverell2@sogate.org.

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

Availability of Document for Public Comment: A Public Hearing regarding the proposed substantial amendments to the noted Annual Action Plans will be held on Tuesday, January 28, 2025, at 6:30 p.m. at City Hall, Council Chambers.

Copies of the Plans are on file and available for public review at the City of South Gate Community Development Department and the City Webpage beginning Thursday, December 26, 2024:

- (http://www.cityofsouthgate.org/Government/Departments/CommunityDevelopment/SouthGateHousingAuthority

Invitation to be heard: All interested persons are invited to the Public Hearing to be heard. In addition, written comments may be submitted to the City Council prior to the hearing. Comments may be submitted in writing by mailing comments to City of South Gate, Community Development Department, Attn: Carol Averell, Housing Manager, 8650 California Avenue, South Gate, CA 90280, via email at caverell2@sogate.org or by calling in during the meeting. Those desiring a copy of the staff report or further information related to this project should contact:

Contact: Carol Averell, Housing Manager
Phone: 562-563-9535
E-mail: 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 the City 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

Published: December 26, 2024

CNSB # 3000033

Office of the
South Gate City Clerk
DEC 17 2024
FILED

PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL
NOTICE OF PUBLIC HEARING FOR
SUBSTANTIAL AMENDMENTS TO FY 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 ANNUAL ACTION PLANS

Hearing Date: Tuesday, January 28, 2025
Time: 6:30 p.m. or soon thereafter to a date certain
Place: City Hall Council Chambers at 8650 California Ave, South Gate, CA 90280

Description: The City of South Gate (City) hereby notifies the public of a public hearing on January 28, 2025, to receive public comment on the proposed substantial amendments to the FY 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 Annual Action Plans.

Proposed Amendments to the FY 2019-2020, 2020-2021, 2022-2023, 2023-2024, & 2024-2025 Annual Action Plans are noted in the table below.

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

FISCAL YEAR PLAN	PROPOSED SUBSTANTIAL AMENDMENT NO.	ACTIVITY NAME	CURRENT ACTIVITY ALLOCATION	PROPOSED BUDGET AMENDMENT	NET CHANGE
2019-2020	7	Commercial Façade Program	$50,135	$0	($50,135)
2020-2021	2	Commercial Façade	$38,555	$0	($38,555)
2022-2023	4	Commercial Façade	$143,850	$0	($143,850)
2022-2023	4	Business Sign Program	$650,000	$250,000	($400,000)
2023-2024	1	Commercial Façade	$500,000	$200,000	($300,000)
2024-2025	1	Street Improvement Project – Industrial Avenue	$0	$740,0000	$740,0000
2024-2025	1	Splash Pad	$0	$180,000	$180,000

Public Review Comment: A thirty-day public comment period will be provided commencing on December 26, 2024, through January 28, 2025. Citizens can submit email comments in advance of the public hearing to the attention of Carol Averell, Housing Manager at caverell2@sogate.org.

Public Hearing: The public is invited to participate in the meeting to provide input and comments. The City encourages the participation of all citizens, including non-English speaking persons as well as

persons with disabilities. Citizens can submit verbal comments to the City Council at the time of the public hearing.

Availability of Document for Public Comment: A Public Hearing regarding the proposed substantial amendments to the noted Annual Action Plans will be held on Tuesday, January 28, 2025, at 6:30 p.m. at City Hall, Council Chambers.

Copies of the Plans are on file and available for public review at the City of South Gate Community Development Department and the City webpage beginning Thursday, December 26, 2024:

- https://www.cityofsouthgate.org/Government/Departments/Community-Development/South-Gate-Housing-Authority

Invitation to be heard: All interested persons are invited to the Public Hearing to be heard. In addition, written comments may be submitted to the City Council prior to the hearing. Comments may be submitted in writing by mailing comments to City of South Gate, Community Development Department, Attn: Carol Averell, Housing Manager, 8650 California Avenue, South Gate, CA 90280, via email at caverell2@sogate.org or by calling in during the meeting. Those desiring a copy of the staff report or further information related to this project should contact:

Contact: Carol Averell, Housing Manager
Phone: 562-563-9535
E-mail: 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 the City 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

Published: December 26, 2024

Office of the
South Gate City Clerk

MAR - 6 2025

FILED 11:15am

Item No. 2

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 11, 2025**

Originating Department: **Public Works**

Department Director: *Arturo Cervantes*

City Manager: *Rob Houston*

SUBJECT: RESOLUTION APPROVING AND ESTABLISHING A PREFERENTIAL PARKING DISTRICT ON LIBERTY BOULEVARD FROM GARDEN VIEW AVENUE TO SOUTH GATE AVENUE

PURPOSE: The City received a petition for the establishment of a preferential parking district on Liberty Boulevard. Staff confirmed the petition and is recommending that the City Council take action to establish the parking district, in accordance with Municipal Code Section 8.12.090.

RECOMMENDED ACTIONS: Following the conclusion of the public hearing, the City Council will consider:

a. Adopting a Resolution approving and establishing a Preferential Parking District on Liberty Boulevard from Garden View Avenue to South Gate Avenue to prohibit parking between the hours of 5:00 PM and 9:00 PM;
b. Directing the Public Works Department to install parking restriction signage within 90 days of the approval of the Resolution;
c. Directing the City Clerk to notify the property owners on Liberty Boulevard of the March 11, 2025, voting results; and
d. Appropriating $3,000 in Gas Tax Funds to install the parking restrictions.

NOTICING REQUIREMENTS: A public hearing notice was duly published in the Los Angeles Wave, a newspaper of general circulation, on February 20, 2025. The public hearing notice was mailed to properties within 500 feet of the proposed parking district.

FISCAL IMPACT: There is no impact to the General Fund. An appropriation in the amount of $3,000 in Gas Tax Funds is necessary to install signage and posts. A total of 15 permits are estimated to be issued every two years, which will generate $1,050 to offset costs of the permits.

ANALYSIS: The City received a petition from residents to establish a parking district on Liberty Boulevard in November of 2023.

The Public Works Department has conducted a survey of the voters (one vote per parcel) within the proposed parking district on Liberty Boulevard between Garden View Avenue and South Gate Avenue. Votes were requested in person or by mail. Votes received were filed with the City Clerk's

Office. There are a total of ten (10) properties within the proposed parking district, from which a total of seven (7) votes were received in favor of establishing the proposed parking district. This satisfies the prerequisite of the South Gate Municipal Code to secure votes from two-thirds of the voters in favor of the parking district.

With the adoption of the proposed Resolution, the parking district will be established. Signage will be posted, and the District will go into effect 31 days after the installation of signage.

Parking restrictions on Liberty Boulevard are proposed between 5:00 PM and 9:00 PM every day, which time is requested by the residents. This is to allow permittees to access on-street parking during the time when on-street parking is at its highest demand while still allowing on-street parking to non-permittees for use and delivery during regular times during the day. As a note, there are other parking districts throughout the City. The time restriction varies from district to district. It is set, based on the preference of residents.

BACKGROUND: On-street parking issues on residential streets have been prevalent citywide for many years. The common issue is that it is difficult to find parking on residential streets, particularly in the evening hours and on weekends.

The process for the creation, modification and termination of these preferential parking districts and the issuance of related parking permits is set forth in Section 8.12.090 (Preferential Parking Districts) of the South Gate Municipal Code.

The current process to establish a preferential parking district includes a petition signed by 66% of voters (one vote per parcel), a survey by the Public Works Department to verify the petition with one vote per parcel, a public hearing of the proposed district, consideration by the City Council, and implementation by the Public Works Department.

Further, pursuant to the authority granted by Vehicle Code sections 22507 and 22507.5, the City has the power to create parking districts and to grant preferential parking rights to users thereof. This enables the City to alleviate parking shortages in residential and other neighborhoods by establishing permit systems that allow overnight, on-street parking only by residents and that create restrictions on daytime parking in certain business areas and school zones.

ATTACHMENTS:

A. Proposed Resolution
B. Notice of Public Hearing
C. Survey Ballots
D. Existing Preferential Parking Districts

CC:lc

RESOLUTION NO. _____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, CONFIRMING THE VOTING RESULTS FOR ESTABLISHING A PREFERENTIAL PARKING DISTRICT ON LIBERTY BOULEVARD

WHEREAS, City Council adopted Ordinance 2022-01-CC on March 8, 2022, amending Section 8.12.090 (Preferential Parking Districts) of Chapter 8.12 (Stopping, Standing, and Parking of Vehicles) of Title 8 (Traffic) of the South Gate Municipal Code;

WHEREAS, Subsection C of Section 8.12.090 (Preferential Parking Districts) stipulates that the City Council may create, terminate, and/or amend a preferential parking district, (a) upon receipt of a written petition signed by a two-thirds majority (sixty-six percent) of the voters (one vote per parcel) in favor of creating, terminating, and/or amending a preferential parking district for the length of a street segment terminating at two intersections, and (b) after the Director of Public Works conducts a survey to verify the petition containing signatures and printed names and addresses of at least a two-thirds majority of the voters (one vote per parcel), within the existing or proposed district, and (c) upon holding a duly noticed public hearing on the proposed parking district;

WHEREAS, residents on Liberty Boulevard between Garden View Avenue and South Gate Avenue have submitted a petition to the City signed by a two-thirds majority (sixty-six percent) of the voters in favor of establishing a parking district on Liberty Boulevard from Garden View Avenue to South Gate Avenue;

WHEREAS, the Assistant City Manager/Director of Public Works conducted a survey of properties within the proposed parking district and verified the petition on ballots containing signatures and printed names and addresses of at least a two-thirds majority of the residents, one vote per parcel, in favor of establishing a parking district on Liberty Boulevard from Garden View Avenue to South Gate Avenue;

WHEREAS, said survey was conducted by mail as well as by in-person visits to the properties within the proposed parking district after which the ballots were filed with the City Clerk's Office;

WHEREAS, a public hearing was duly noticed and held on March 11, 2025, to discuss the establishment of a parking district; and

WHEREAS, a majority of the City Council determined that the criteria for the establishment of a parking district has been met.

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

SECTION 1. Required Findings. The City Council finds that the establishment of a preferential parking district for Liberty Boulevard from Garden View Avenue to South Gate Avenue is necessary to relieve overcrowding on this street. The overcrowding of parked vehicles in this area is the source of traffic congestion that has the potential for hazards, air pollution, and other adverse environmental impacts. These impacts have resulted in deterioration in the residential quality and character of the neighborhood to the detriment of residents and property values. A two-thirds majority of the residents in the proposed section of Liberty Boulevard desire, agree to, and request preferential parking privileges. Therefore, the City Council finds that the establishment of a preferential parking district for Liberty Boulevard is necessary to provide reasonably available and convenient parking for the benefit of the residents along this street segment.

SECTION 2. The City Council confirms the result of the survey received by the Public Works Department and filed them with the City Clerk's Office.

SECTION 3. Designation of District. The City Council resolves that Liberty Boulevard shall be designated as Liberty Boulevard Preferential Parking District from Garden View Avenue to South Gate Avenue.

SECTION 4. Designation of Parking Restrictions. The City Council further resolves that preferential parking restrictions on the Liberty Boulevard Preferential Parking District shall be as follows:

No parking between the hours of 5:00 P.M. to 9:00 P.M., except by permit.

SECTION 5. The City Clerk is hereby directed to notify the property owners within the Liberty Boulevard Preferential Parking District of the result of the ballots and the City Council's vote.

[Remainder of page left blank intentionally.]

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

PASSED, APPROVED and **ADOPTED** this **11th** day of **March 2025**.

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT

By:_____
Raúl F. Salinas, City Attorney

Office of the
South Gate City Clerk

FEB 12 2025

FILED

CITY OF SOUTH GATE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a Public Hearing for the purpose of establishing a preferential parking district per Section 8.12.090 Preferential parking districts of the South Gate Municipal Code pertaining to the streets of Liberty Boulevard from Garden View Avenue to South Gate Avenue. A copy of the map of the proposed district may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

DATE: March 11, 2025
TIME: 6:30 p.m.
LOCATION: COUNCIL CHAMBERS
SOUTH GATE CITY HALL
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

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

THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated February 13, 2025.

Yodit Glaze, City Clerk

Publication Date: February 20, 2025

Account Number: 100-701-31-6302

CITY OF SOUTH GATE

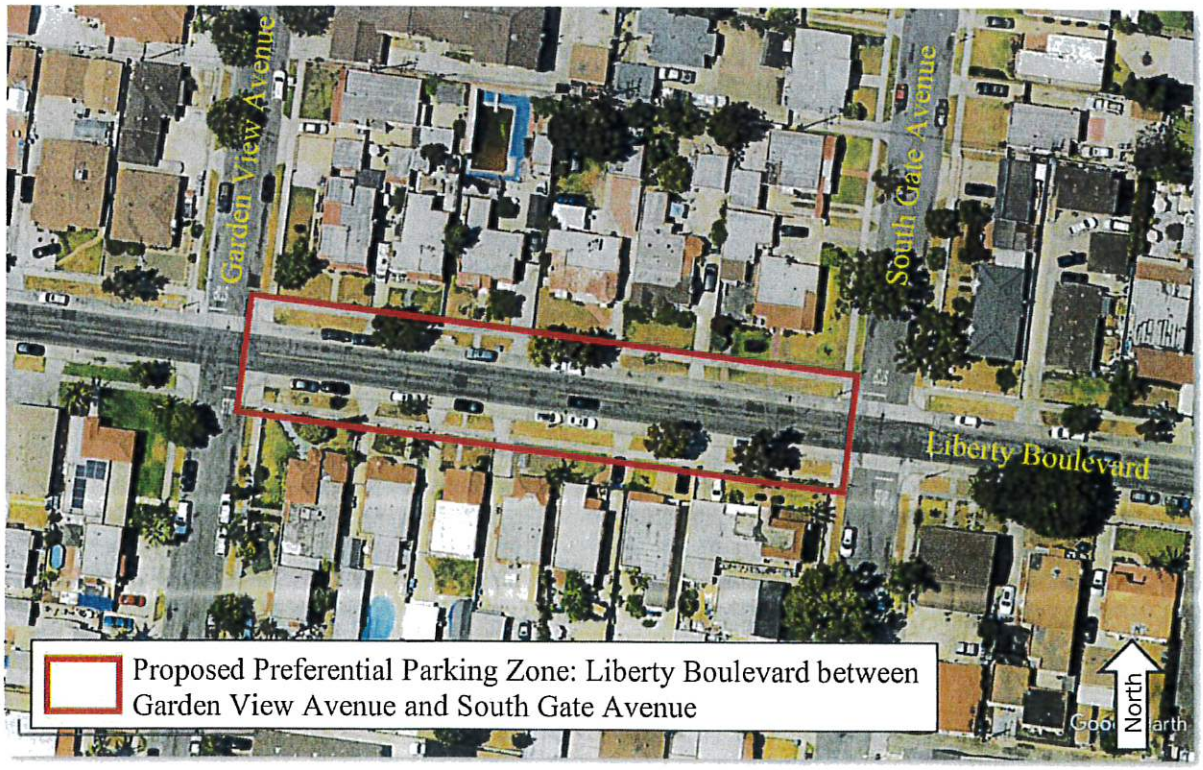
PUBLIC WORKS DEPARTMENT

SURVEY BALLOT

To create a preferential parking zone and permit parking time period or do not create a preferential parking zone and permit parking time period along the following streets:

▶ Liberty Boulevard, between Garden View Avenue to South Gate Avenue from 5:00 PM to 9:00 PM

☒ I am in favor of ***creating*** the proposed preferential parking zone	☐ I am in favor of ***not creating*** the proposed preferential parking zone
Name: JOIE DOMINGO	Name:
Address: 3106 Liberty B	Address:
Phone: 323 371-4237	Phone:
California Driver's License No., or California Identification No: N55 93181	California Driver's License No., or California Identification No:
Signature:	Signature:
Date: 4-9-24	Date:



CITY OF SOUTH GATE

PUBLIC WORKS DEPARTMENT

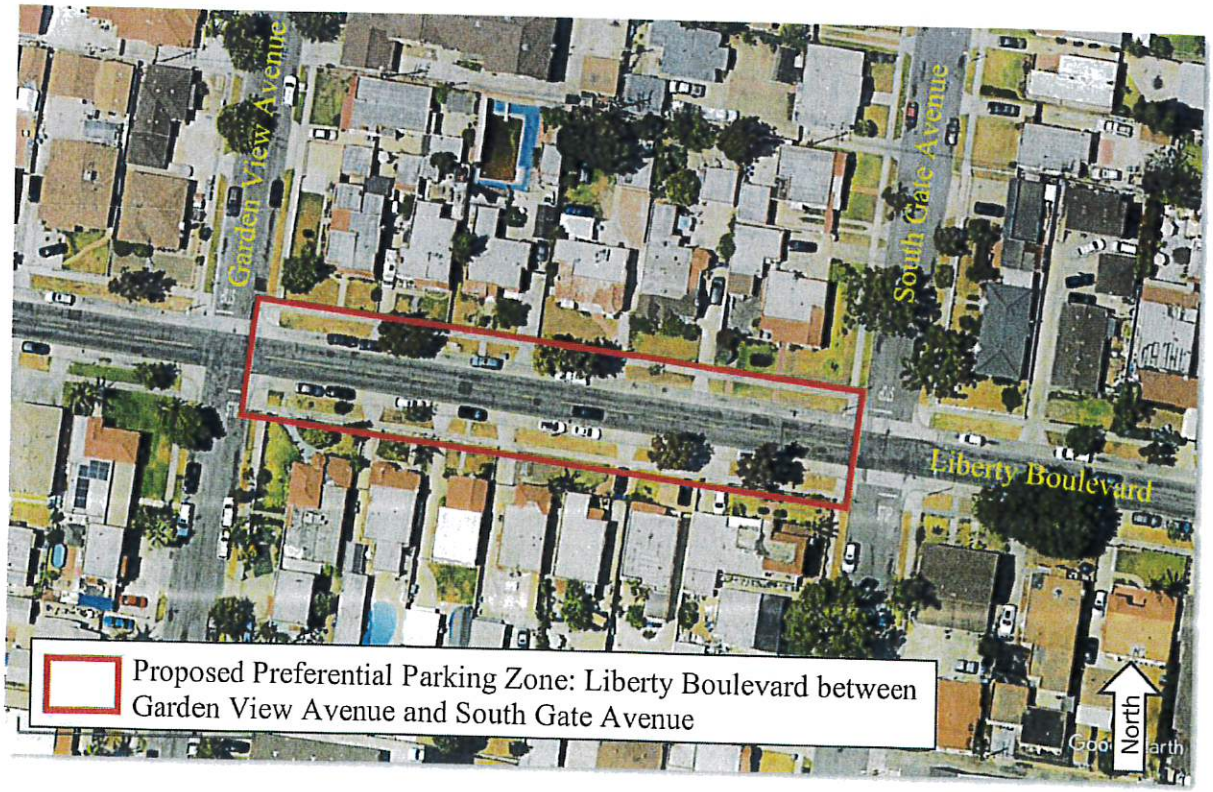
SURVEY BALLOT

To create a preferential parking zone and permit parking time period or do not create a preferential parking zone and permit parking time period along the following streets:

► Liberty Boulevard, between Garden View Avenue to South Gate Avenue from 5:00 PM to 9:00 PM

☒ I am in favor of ***creating*** the proposed preferential parking zone	☐ I am in favor of ***not creating*** the proposed preferential parking zone

Name: Marilyn Cabrera	Name:
Address: 3118 Liberty Blvd	Address:
Phone: 323 314 3589	Phone:
California Driver's License No., or California Identification No: D6050458	California Driver's License No., or California Identification No:
Signature:	Signature:
Date: 4/30/24	Date:



CITY OF SOUTH GATE

PUBLIC WORKS DEPARTMENT

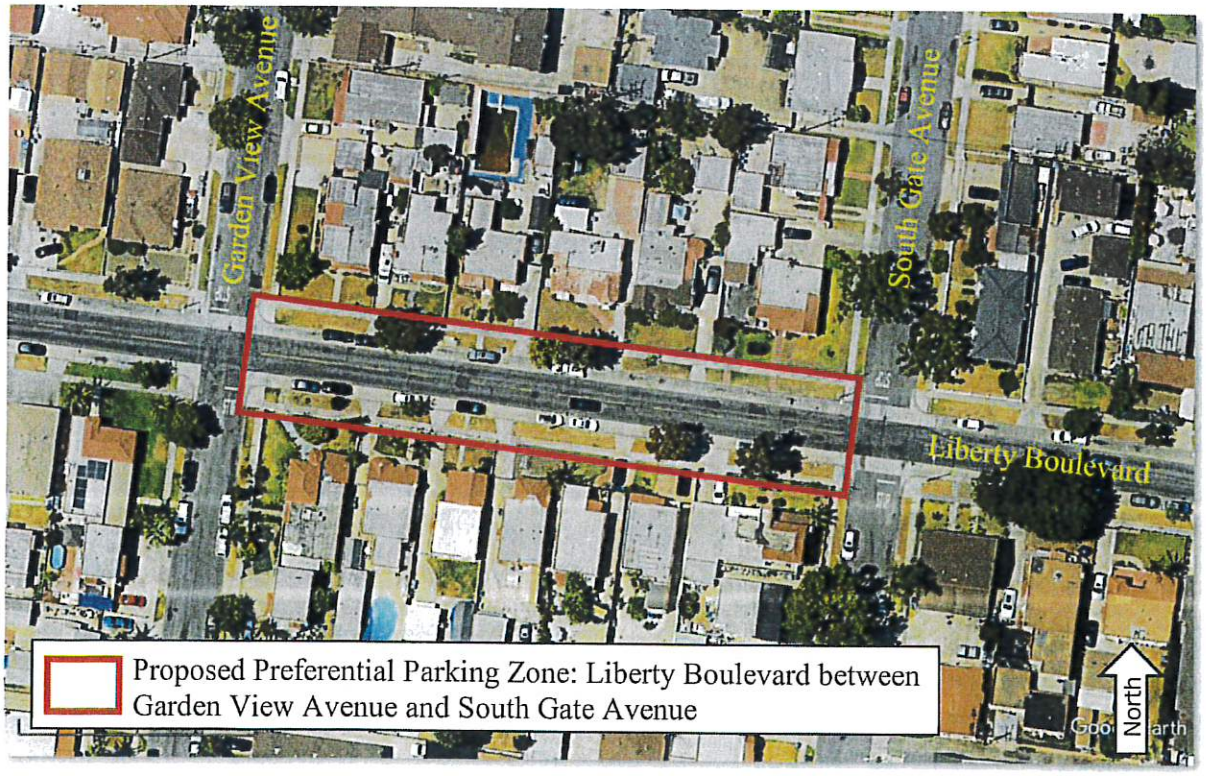
SURVEY BALLOT

To create a preferential parking zone and permit parking time period or do not create a preferential parking zone and permit parking time period along the following streets:

► Liberty Boulevard, between Garden View Avenue to South Gate Avenue from 5:00 PM to 9:00 PM

[X] I am in favor of ***creating*** the proposed preferential parking zone	[ ] I am in favor of ***not creating*** the proposed preferential parking zone

Name: MARCELA FIERRO	Name:
Address: 3110 LIBERTY BLVD	Address:
Phone: 323-899-2843	Phone:
California Driver's License No., or California Identification No: C0168880	California Driver's License No., or California Identification No:
Signature:	Signature:
Date: 4/29/2024	Date:



CITY OF SOUTH GATE

PUBLIC WORKS DEPARTMENT

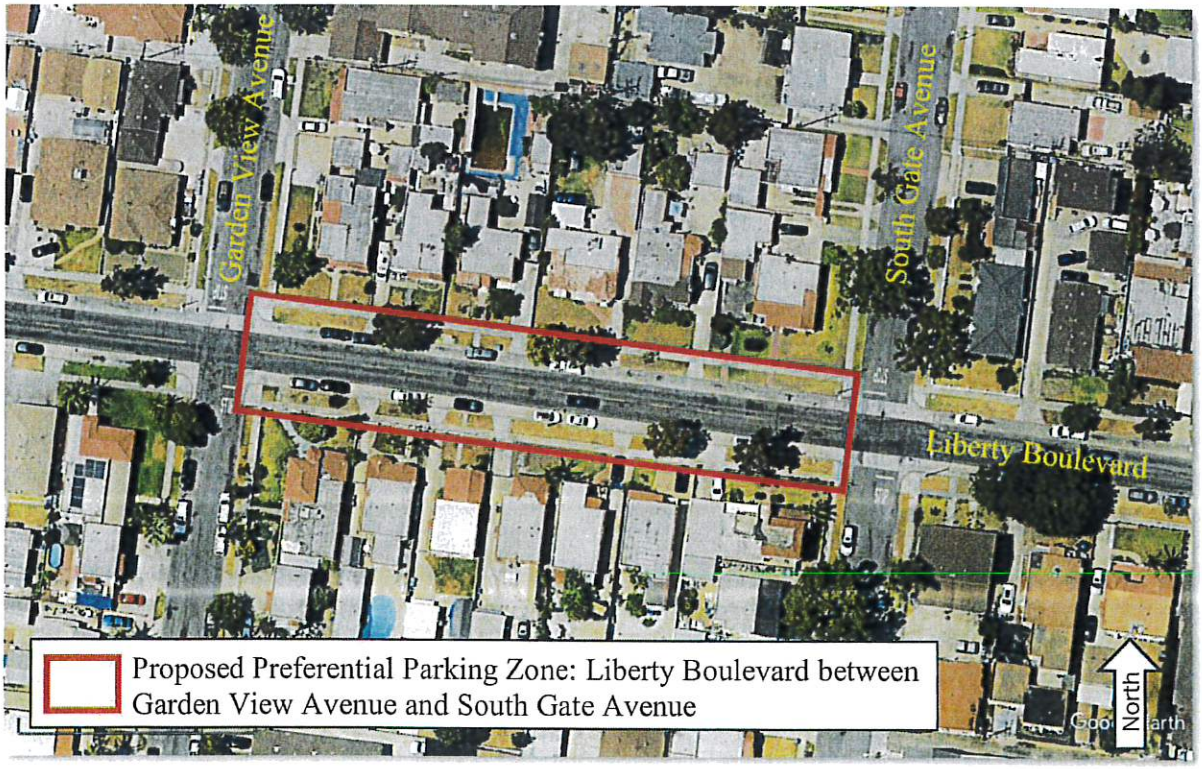
SURVEY BALLOT

To create a preferential parking zone and permit parking time period or do not create a preferential parking zone and permit parking time period along the following streets:

► Liberty Boulevard, between Garden View Avenue to South Gate Avenue from 5:00 PM to 9:00 PM

☑ I am in favor of ***creating*** the proposed preferential parking zone	☐ I am in favor of ***not creating*** the proposed preferential parking zone

Name: Bernarda Lopez	Name:
Address: 3115 Liberty Blv	Address:
Phone: 323) 689-4624	Phone:
California Driver's License No., or California Identification No: Bernarda Lopez	California Driver's License No., or California Identification No:
Signature:	Signature:
Date: 5-2-24	Date:



CITY OF SOUTH GATE

PUBLIC WORKS DEPARTMENT

RECEIVED
APR 16 2024

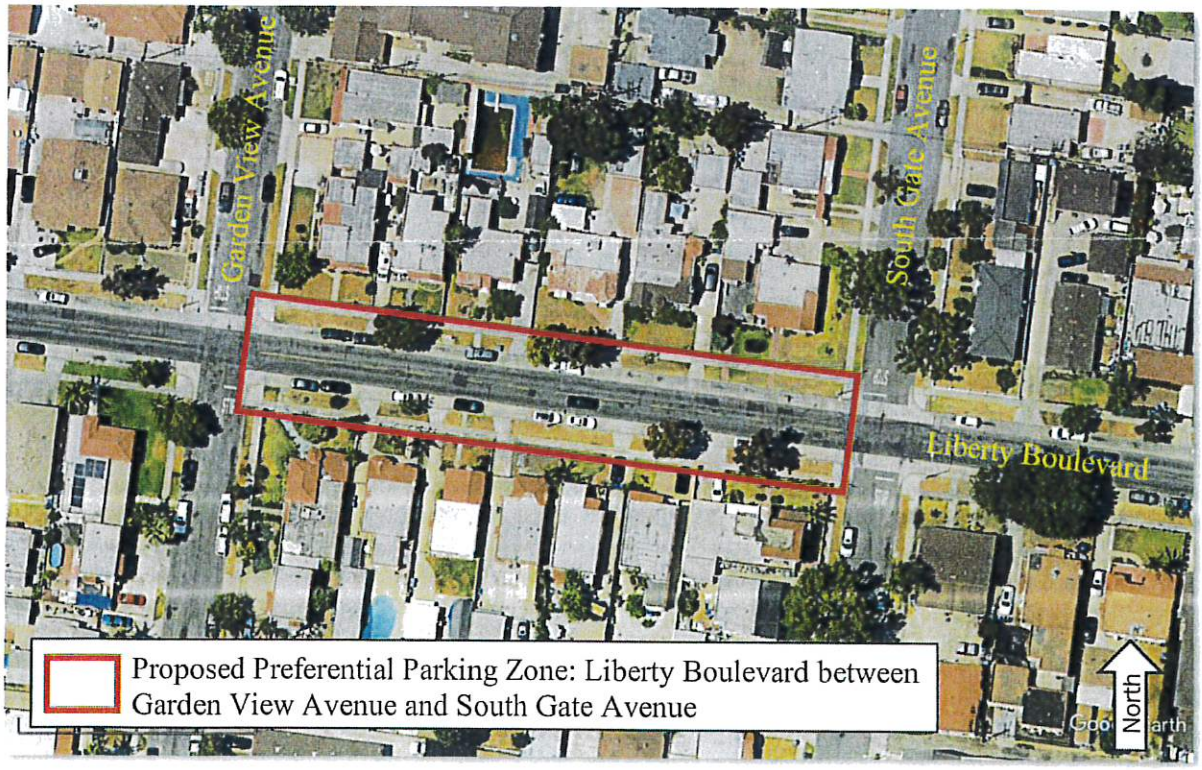
SURVEY BALLOT

To create a preferential parking zone and permit parking time period or do not create a preferential parking zone and permit parking time period along the following streets:

▶ Liberty Boulevard, between Garden View Avenue to South Gate Avenue from 5:00 PM to 9:00 PM

☒ I am in favor of ***creating*** the proposed preferential parking zone	☐ I am in favor of ***not creating*** the proposed preferential parking zone

Name: Damian N. Heredia	Name:
Address: 3122 Liberty Blvd.	Address:
Phone: (323) 434-4851	Phone:
California Driver's License No., or California Identification No: D6794588	California Driver's License No., or California Identification No:
Signature:	Signature:
Date: 04-11-24	Date:



CITY OF SOUTH GATE

PUBLIC WORKS DEPARTMENT

RECEIVED

APR 23 2024

ENGINEERING DEPT

SURVEY BALLOT

To create a preferential parking zone and permit parking time period or do not create a preferential parking zone and permit parking time period along the following streets:

▶ Liberty Boulevard, between Garden View Avenue to South Gate Avenue from 5:00 PM to 9:00 PM

☑ I am in favor of ***creating*** the proposed preferential parking zone	☐ I am in favor of ***not creating*** the proposed preferential parking zone

Name: Silvia Medina	Name:
Address: 3119 Liberty Blvd	Address:
Phone: (323) 370-5465	Phone:
California Driver's License No., or California Identification No: D4019353	California Driver's License No., or California Identification No:
Signature:	Signature:
Date: 04/11/2024	Date:



CITY OF SOUTH GATE

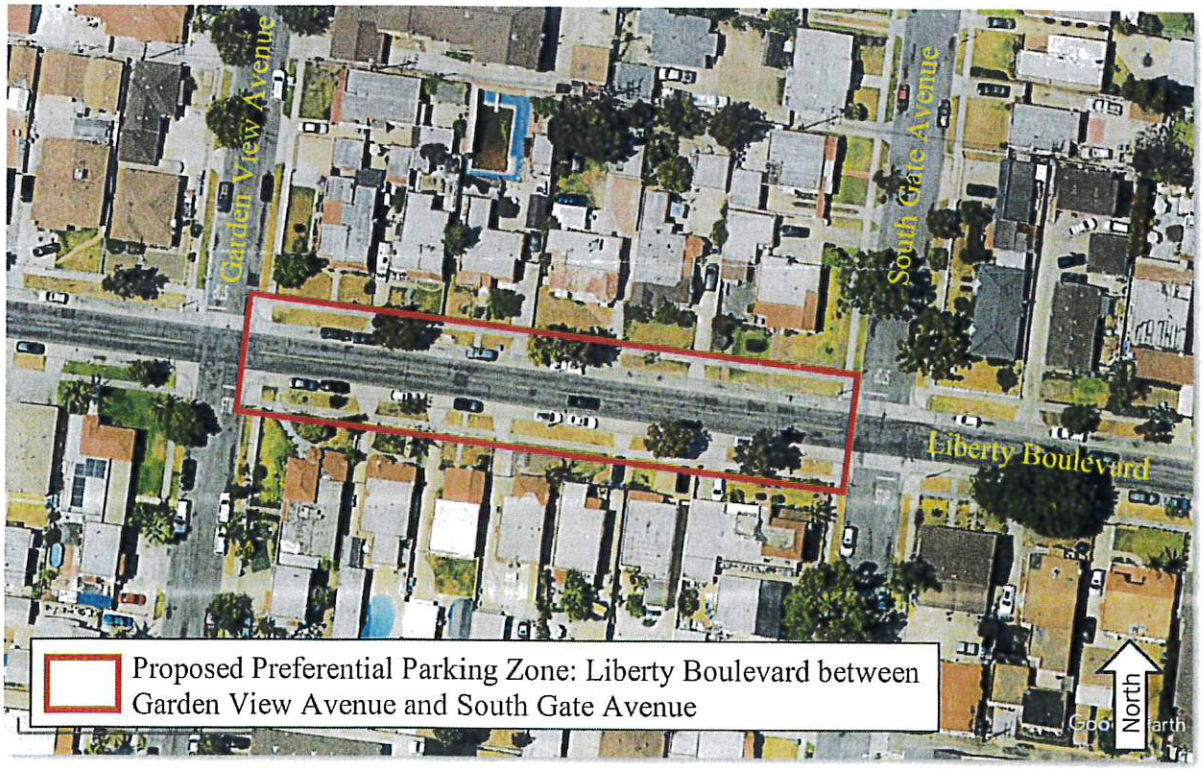
PUBLIC WORKS DEPARTMENT

SURVEY BALLOT

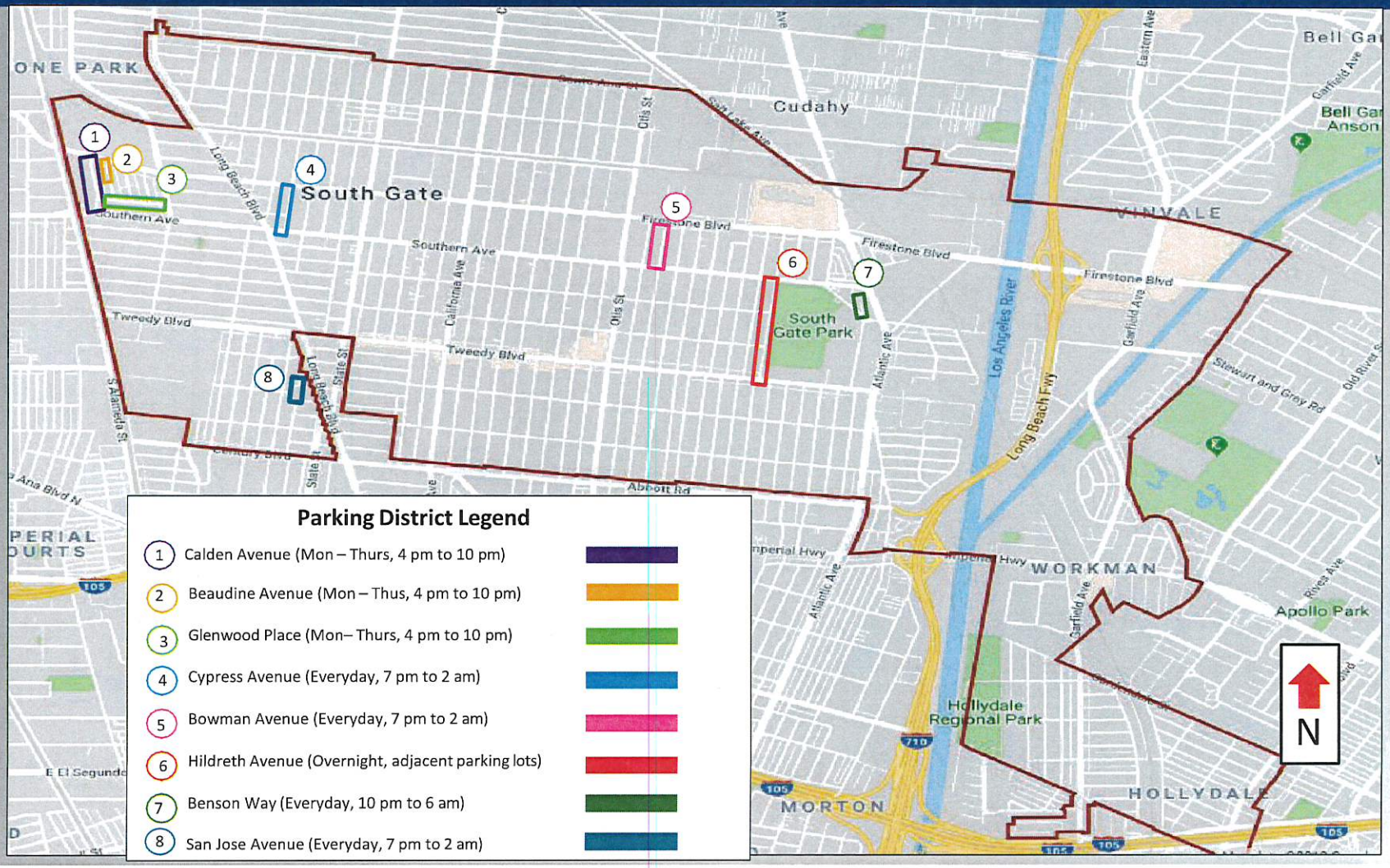
To create a preferential parking zone and permit parking time period or do not create a preferential parking zone and permit parking time period along the following streets:

▶ Liberty Boulevard, between Garden View Avenue to South Gate Avenue from 5:00 PM to 9:00 PM

☑ I am in favor of ***creating*** the proposed preferential parking zone	☐ I am in favor of ***not creating*** the proposed preferential parking zone
Name: Cecilia Vargas	Name:
Address: 3107 Liberty Blvd	Address:
Phone: 323-491-4621	Phone:
California Driver's License No., or California Identification No: A5372050	California Driver's License No., or California Identification No:
Signature: Cecilia Vargas	Signature:
Date: 4/16/24	Date:



City of South Gate – Preferential Parking Districts



Attachment D

Office of the
South Gate City Clerk

MAR - 5 2025

FILED 10:00 am

Item No. 3

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 11, 2025**
Originating Department: **Human Resources**

Department Director: Jon Hamilton ***City Manager:*** Rob Houston

SUBJECT: TO APPROVE AMENDMENT NO. 4 TO CONTRACT NO. 2232 FOR THE ADMINISTRATION OF THE CITY'S SELF-INSURED WORKERS' COMPENSATION PROGRAM BETWEEN THE CITY OF SOUTH GATE AND ADMINSURE, INC.

PURPOSE: To approve Amendment No. 4 to Contract No. 2232 ("Amendment No. 4") for the Administration of the City's Self-Insured Workers' Compensation Program between the City of South Gate ("City") and AdminSure, Inc.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 4 to Contract No. 2232 for the Administration of the City's Self-Insured Workers' Compensation Program ("Agreement") between the City of South Gate and AdminSure, Inc.; and
b. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

FISCAL IMPACT: There will be no impact on the Fiscal Year 24/25 Adopted Budget, as the rate will not go into effect until Fiscal Year 2025/26.

ANALYSIS: None.

BACKGROUND: The City provides its employees with workers' compensation benefits and, instead of paying premiums to an insurance company to provide coverage, the City insures itself to better control the costs of providing these benefits. To assist the City in the administration of these benefits, the City has retained AdminSure, Inc., to review the claims, assist employees with the coordination of benefits, coordinate medical management, work with excess insurance carriers, provide an additional layer of risk management, and provide competent analysis to the City regarding the appropriate resolution to each matter.

On June 28, 2005, the City Council approved Contract No. 2232 with AdminSure, Inc., effective July 1, 2005, for the administration of the City's Self-Insured Workers' Compensation Program, in the amount of Five Thousand Nine Hundred Fifty Dollars ($5,950) per month. Three years later, Amendment No. 1 was approved, effective April 1, 2008, increasing the monthly service fee to Eight Thousand One Hundred Ninety Dollars ($8,190) per month. That rate remained unchanged for ten years until Amendment No. 2 was approved, effective July 1, 2018, increasing

the service fee to Nine Thousand Two Hundred Twenty-Four Dollars ($9,224) per month. The last time the service fee was increased on October 1, 2020, in the amount of Nine Thousand Four Hundred Nine Dollars ($9,409) per month, which the City has paid for the last five years.

The amendment now before the City Council is to increase the service fee incrementally over the next three years, beginning in Fiscal Year 2025/26 through and including Fiscal Year 2027/28, wherein AdminSure's rates will increase three percent (3.0%) annually, to cover the increasing costs of administering the City's Self-Insured Compensation Program, under the terms and conditions of Contract No. 2232 approved on June 28, 2005.

Staff is recommending approving the Amendment No. 4 to Contract No. 2232 for the Administration of the City's Self-Insured Workers' Compensation Program between the City of South Gate and AdminSure, Inc. According to the U.S. Bureau of Labor Statistics, the inflationary rate over the previous year as measured by the Consumer Price Index, Los Angeles area, was 3.3%, which demonstrates that the annual 3.0% increase negotiated in Amendment No. 4 is to ensure that the cost of services simply keeps pace with the inflationary rate.

ATTACHMENT: Amendment No. 4 to Contract No. 2232 for the Administration of the City's Self-Insured Workers' Compensation Program between the City of South Gate and AdminSure, Inc.

AMENDMENT NO. 4 TO CONTRACT NO. 2232 FOR THE ADMINISTRATION OF THE CITY'S SELF-INSURED WORKERS' COMPENSATION PROGRAM BETWEEN THE CITY OF SOUTH GATE AND ADMINSURE INC.

This Amendment No. 4 to Contract No. 2232 for the administration of the City's Self-Insured Workers' Compensation Program ("Amendment No. 4"), is made and entered into on February 19, 2025, and effective July 1, 2025, by and between the City of South Gate, a municipal corporation ("City"), and AdminSure Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on June 28, 2005, the City Council approved Contract No. 2232 with Consultant ("Agreement") effective July 1, 2005, for the administration of the City's Self-Insured Workers' Compensation Program, in the amount of Five Thousand Nine Hundred Fifty Dollars ($5,950) per month;

WHEREAS, Amendment No. 1 to the Agreement, effective April 1, 2008, increased the monthly service fee to Eight Thousand One Hundred Ninety Dollars ($8,190);

WHEREAS, Amendment No. 2 to the Agreement, effective July 1, 2018, the monthly service fee increased to Nine Thousand Two Hundred Twenty Four Dollars ($9,224);

WHEREAS, Amendment No. 3 to the Agreement, effective October 1, 2020, the monthly service fee increased to Nine Thousand Four Hundred Nine Dollars ($9,409); and

WHEREAS, the City and Consultant desire to increase the rate by 3% per year for Fiscal Year 2025/26 through and including Fiscal Year 2027/28 to cover the increasing costs of administering the City's Self-Insured Workers' Compensation Program, under the terms and conditions of the Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Paragraph 12 of the Agreement, entitled "Consideration," is hereby deleted in its entirety and replaced with the following language:

12. CONSIDERATION.

The City shall pay Consultant a monthly service fee for the administration of the City's Self-Insured Workers' Compensation Program of:

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

ADMINSURE INC.

By: _____
Alithia Vargas-Flores, President

Item No. 4

Office of the
South Gate City Clerk

MAR - 6 2025

FILED 7:55am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 11, 2025**

Originating Department: **Public Works**

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

SUBJECT: AMENDMENT NO. 1 TO MEASURE R FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE I-710 FIRESTONE BOULEVARD SOUTHBOUND ON RAMP MODIFICATION PROJECT, CITY PROJECT NO. 354 ST.

PURPOSE: To approve Amendment No. 1 to Measure R Funding Agreement with the Los Angeles County Metropolitan Transportation Authority ("Metro") to accept an additional grant in the amount of $6,750,000 in Measure R Funds for the I-710 Firestone Boulevard Southbound On-Ramp Modification Project.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 1 to Measure R Funding Agreement with the Los Angeles County Metropolitan Transportation Authority to accept $6,750,000 in Metro Measure R Funds for the I-710 Firestone Boulevard Southbound On Ramp Modification Project (On-Ramp), City Project No. 354-ST;

b. Appropriating $6,750,000 in Metro Measure R Funds to the I-710 Firestone Boulevard Southbound On-Ramp Modification Project, Account No. 311-790-31-9408; and

c. Authorizing the Mayor to execute Amendment No. 1 to Measure R Funding Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Amendment No. 1 to Measure R Funding Agreement provides $6,750,000 in Metro Measure R Funds required to be appropriated to the On-Ramp Project. These funds do not have a local match requirement. The total revised project budget is $15,650,000

ANALYSIS: The On-Ramp Project is in its final stages and is nearly ready for construction bidding. However, the project is currently partially funded. A total of $8,900,000 has been budgeted for the project, but the latest engineer's estimate indicates that several million more are needed. The total budget requirement is $15,650,000, resulting in a budget deficit of $6,750,000. Amendment No. 1 to Measure R Funding Agreement provides $6,750,000 in additional Metro Measure R Funds to fund the budget deficit.

BACKGROUND: The City of South Gate is moving forward with Stage 2 of a construction

Stage 1, construction widened the Firestone Boulevard Bridge over the Los Angeles River and added a temporary fourth eastbound travel lane, providing direct access to the southbound on-ramp.

With Stage 1 completed, the project now advances to Stage 2, which will, (a) realign the southbound on-ramp to enhance safety and traffic flow, (b) convert the temporary to a permanent fourth eastbound travel lane for direct access to the southbound on-ramp, and (c) construct a raised landscape median and safety improvements on Firestone Boulevard between Rayo Avenue and Garfield Avenue, such as ADA ramps, High visibility crosswalks, new sidewalk, traffic signal modifications and new asphalt pavement.

Stage 2 aims to improve traffic flow and reduce traffic congestion on Firestone Boulevard, at the I-710 Freeway. At the completion of the project, Levels of Service ("LOS") are expected to increase from LOS D to LOS C, and delays are projected to be reduced by as much as 20 seconds per vehicle trip daily, by 2040.

Stage 2 design is complete and undergoing Caltrans review. Construction bidding is pending Caltrans approval. Construction is anticipated to start in late 2025 and be completed in 16 months.

ATTACHMENTS: A. Proposed Amendment No. 1
B. Measure R Funding Agreement (Metro)*

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

ES:lc

FTIP #: LA996347
Subregion ID: Gateway Cities

Project#: MR306.24
Amendment No. 1
FA# 9200000000MR30624

AMENDMENT No.1 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF SOUTH GATE AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of August 1, 2024, by and between the City of South Gate ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. MR306.24 or 920000000M30624 dated January 1, 2024, (the "Existing FA"), which Existing FA provides for the Reconfiguration of Firestone Blvd On-Ramp to I-710 SB Freeway, Project (the "Project"); and

B. WHEREAS, the LACMTA Board on July 25, 2024, programmed an additional $6,750,000 for the Construction of the Project. The total project budget increased from $1,450,000 to $8,200,000; and

C. WHEREAS, the Funds are currently programmed for the Project as follows: $250,000 in Measure R funds in FY 2014-15; $1,200,000 in Measure R funds in FY 2015-16; and, $6,750,000 in Measure R funds in FY 2025-26. The total designated amount for the Project is $8,200,000; and

D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $8,200,000 (the "Funds") for the Project. LACMTA Board of Directors actions of May 23, 2012, October 23, 2014, and July 25, 2024, granted, reprogrammed and de-obligated the Measure R Funds for the Project. The Funds are currently programmed in Fiscal Years (FY): 2014-15, 2015-16, and 2025-26.

5. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed in FY2014-15 are subject to lapse by June 30, 2028. All Funds programmed in FY2015-16 are subject to lapse by June 30, 2029. All Funds programmed in FY2025-26 are subject to lapse by June 30, 2029."

7. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.

8. Attachment B-1 of the Existing FA is hereby replaced by Attachment B-1-1, attached.

9. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.

11. Attachment E – TIP Sheet of the Existing FA is hereby replaced by Attachment E-1, attached.

12. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: 2/18/25
Deputy

GRANTEE:

CITY OF SOUTH GATE

By: _____ Date: _____
Maria Davila
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Raul Salinas
City Attorney

ATTEST:

By: _____ Date: _____
Yodit Glaze, City Clerk

FTIP #: **LA996347**

ATTACHMENT A-1 - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 9200000000MR30624

Project Title: Reconfiguration of Firestone Blvd On-Ramp to I-710 SB Freeway Project#: MR306.24

1/23/2025

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2023-24	FY 2024-25	FY2025-26	FY2026-27	FY2027-28	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS							$ -	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$ -	$ 500,000	$ 950,000	$ 6,075,000	$ 675,000		$ 8,200,000	**100%**
OTHER SOURCES OF FUNDING:								
LOCAL:				$ 1,409,220	$ 156,580		$ 1,565,800	10%
STATE:				$ 5,636,880	$ 626,320		$ 6,263,200	39%
FEDERAL:							$ -	0%
PRIVATE OR OTHER:							$ -	0%
OTHER FUNDING SUBTOTAL	$ -	$ -	$ -	$ 7,046,100	$ 782,900	$ -	$ 7,829,000	**49%**
TOTAL PROJECT FUNDS	$ -	$ 500,000	$ 950,000	$ 13,121,100	$ 1,457,900	$ -	$ 16,029,000	**149%**

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR30624
Project Title: Reconfiguration of Firestone Blvd On-Ramp to I-710 SB Freeway Project#: MR306.24
PROGRAMMED SOURCES OF FUNDS

Date: 1/23/2025

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:			Jan - March	April - June	July - Sept.	Oct - Dec	Jan - March	April - June	
MEASURE R FUNDS:									
PAED									
PS&E			$250,000	$250,000	$200,000	$300,000	$300,000	$150,000	$1,450,000
RW Support									
Const. Support									
RW									
Construction									$0
Total MEASURE R	$0	$0	$250,000	$250,000	$200,000	$300,000	$300,000	$150,000	$1,450,000
Total PROP C 25%	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM PROG LACMTA FUNDS:	$0	$0	$250,000	$250,000	$200,000	$300,000	$300,000	$150,000	$1,450,000
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY23-24 and FY24-25	$0	$0	$250,000	$250,000	$200,000	$300,000	$300,000	$150,000	$1,450,000

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support	$166,860	$289,224	$322,596	$222,480	$111,240				$1,112,400
RW									$0
Construction	$845,640	$1,465,776	$1,634,904	$1,127,520	$563,760				$5,637,600
Total MEASURE R	$1,012,500	$1,755,000	$1,957,500	$1,350,000	$675,000	$0	$0	$0	$6,750,000
Total PROP C 25%	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM PROG LACMTA FUNDS:	$1,012,500	$1,755,000	$1,957,500	$1,350,000	$675,000	$0	$0	$0	$6,750,000
OTHER NON LACMTA FUNDING:									
LOCAL: City Match									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction	$234,870	$407,108	$454,082	$313,160	$156,580				$1,565,800
Total LOCAL	$234,870	$407,108	$454,082	$313,160	$156,580	$0	$0	$0	$1,565,800
STATE: ?									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction	$939,480	$1,628,432	$1,816,328	$1,252,640	$626,320				$6,263,200
Total STATE	$939,480	$1,628,432	$1,816,328	$1,252,640	$626,320	$0	$0	$0	$6,263,200
Total PRIVATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$1,174,350	$2,035,540	$2,270,410	$1,565,800	$782,900	$0	$0	$0	$7,829,000
PROJECT FUNDING FY25-26 and FY26-27	$2,186,850	$3,790,540	$4,227,910	$2,915,800	$1,457,900	$0	$0	$0	$14,579,000

SUMMARY OF ALL FUNDS									
PAED	$0	$0	$0	$0	$0	$0	$0	$0	$0
PS&E	$0	$0	$250,000	$250,000	$200,000	$300,000	$300,000	$150,000	$1,450,000
RW Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
Const. Support	$166,860	$289,224	$322,596	$222,480	$111,240	$0	$0	$0	$1,112,400
RW	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$2,019,990	$3,501,316	$3,905,314	$2,693,320	$1,346,660	$0	$0	$0	$13,466,600
TOTAL MILESTONES	$2,186,850	$3,790,540	$4,477,910	$3,165,800	$1,657,900	$300,000	$300,000	$150,000	$16,029,000
SUM PROG LACMTA FUNDS	$1,012,500	$1,755,000	$2,207,500	$1,600,000	$875,000	$300,000	$300,000	$150,000	$8,200,000
SUM NON-LACMTA FUNDS	$1,174,350	$2,035,540	$2,270,410	$1,565,800	$782,900	$0	$0	$0	$7,829,000
TOTAL PROJECT FUNDING	$2,186,850	$3,790,540	$4,477,910	$3,165,800	$1,657,900	$300,000	$300,000	$150,000	$16,029,000

ATTACHMENT C-1
SCOPE OF WORK

PROJECT TITLE:
Reconfiguration of Firestone Blvd On-Ramp to I-710 SB Freeway (Phase IV)

PROJECT LOCATION:
The project is located at Firestone Boulevard in the City of South Gate, at the I-710 Southbound On Ramp, between Rayo Avenue and Garfield Avenue.

PROJECT LIMITS:
This project limits are From Rayo Avenue to Garfield Avenue

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The purpose of this project is to alleviate a Non-Standard On-Ramp, enhance pedestrian safety and traffic flow and provide a dedicated through lane to the I-710 Freeway.

PROJECT BACKGROUND:
The proposed project improvements include the reconstruction and Realignment of the I-710 Southbound On Ramp, from Rayo Avenue to the I-710 Northbound On Ramp at Garfield Avenue, provide a median island at the Western approach (from Garfield Avenue to the I-710 Northbound On Ramp) and Firestone Boulevard improvements, such as ADA ramps, High visibility crosswalks, new sidewalk and asphalt pavement.

The City of South Gate in cooperation with the California Department of Transportation (Caltrans) is proposing to improve traffic operations at the Interstate Route 710 (I-710)/Firestone Boulevard interchange by completing Stage 2 of Phase IV (Project) of the I-710 Firestone Boulevard Interchange Reconstruction Project (Project ID 07279142300 approved June 1997). Stage 2 of Phase IV consists of reconstruction of the eastbound Firestone Boulevard to southbound I-710 direct on ramp and widening the eastbound side of Firestone Boulevard. The Project is the final stage of the I-710 Firestone Boulevard Interchange Reconstruction Project.

This funding agreement is for Stage II of Phase IV of the project which entails the design and construction of the Firestone Boulevard I-710 Southbound On Ramp modification, Firestone Boulevard Street Improvements, new asphalt pavements, ADA Ramp modifications, tie in the new constructed bridge to the new on ramp, Railing improvements, new ADA sidewalk, landscaped median island, new irrigation system, concrete drainage inlets, concrete removal, concrete barrier, modifying lighting system, new striping and traffic signal minor modifications and other miscellaneous improvements.

PROJECT BUDGET:

COMPONENT	AMOUNT
PA/ED	$000,000
PS and E	$1,450,000

R/W Support	$0.00
R/W Capital	$000,000
Construction Support	$1,112,400
Construction Capital	$5,637,600
Total Budget	**$8,200,000**

SCOPE:

The Project features include, but are not limited to, the following: Firestone Boulevard Southbound On-ramp, which includes the revision of the southbound direct on-ramp located in the interchange's southwest quadrant to align with the widened Firestone Boulevard at the Los Angeles River bridge. The proposed alignment includes a dedicated right turn lane along eastbound Firestone Boulevard which leads to the southbound I-710 direct on-ramp. The revised ramp alignment provides a 90-foot radius curve to slow entry speeds from Firestone Boulevard as compared to the existing curve. A pedestrian crossing and sidewalk are proposed adjacent to the 90-foot radius curve. Additional improvements include a standard lane drop taper where vehicles merge with the southbound loop on-ramp traffic onto a collector-distributor (CD) road, a standard acceleration lane, and a second standard lane drop taper where the CD road merges with the mainline. Also, some improvement includes new Sidewalk, new ADA Ramps new Crosswalks safety lighting over the newly constructed Bridge, pavement rehabilitation on Firestone Boulevard, median island rehabilitation at the western approach, sidewalk repair, drainage inlets, water pollution control, striping.

DESIGN:

I. Preliminary Design – "____ Report" as Final Work Product (COMPLETED)

Tasks to be performed include, but are not limited to, the following:

- Provide required documents for land or Right of Way acquisition.
- Provide required documents for establishment of a Permanent Easement.
- Provide required documents for establishment of a Temporary Construction Easement.
- Provide Right of Way Certification

FIELD SURVEY

- Topographic Survey: The proposed improvements will determine the extents of ground survey required. Full street/ramp sections and a section analysis will be required to ensure acceptable cross-slopes. The analysis will be performed at 25-foot intervals. The topography shall extend a minimum of two hundred feet (200') beyond limits of construction, when possible.

- Field Surveys: provide Full ramp sections survey including field data at all control or critical points, such as CL, BCR, ECR, EG ES and at any grade breaks. Consultant shall include Survey of private property/agency as needed.

Deliverables:

Electronic copy of all survey performed using

A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans, as these plans pertain to the widening and ultimate build-out of Firestone Boulevard.
C. Incorporate provided layout plans to be incorporated into the final design.
D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
F. Conduct geotechnical investigations of Firestone Boulevard, as needed.
G. Identify right-of-way acquisitions, and/or vacations to provide for the optimal alignment of Road, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area.
H. Identify street pavement structural sections for project area.
I. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
J. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for As part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
K. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

II. Environmental Analysis (COMPLETED)

Tasks to be performed include, but are not limited to, the following:

Supplemental Project Report

- Design Standard Decision Document (DSDD)
- Stormwater Data Report
- Ramp Metering Memorandum

- PA&ED Effort: Environmental Document Report

- Environmental Revalidation
- Initial Site Assessment Report
- Initial Site Assessment Caltrans
- Preliminary Hazardous Waste Assessment
- ADL Testing Effort

- Site Investigation Report
- Site Investigation Firestone ADL Site Investigation
- Boring Location Plan

III. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

A. Design the ultimate build out of Firestone Boulevard and the I-710 Southbound On Ramp, based on the City reviewed "Summary Letter Report" or RFP.
B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bike Lane Plans, and Median/Landscaping Plans.
C. Submittal of plan set shall be delivered at 65% and 90% complete and final (five (5) sets per submittal). When the project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns of the property owners along Firestone Boulevard within 500 Foot radius, particularly with issues of right-of-way acquisition.
E. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates and Caltrans Standards.
F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
G. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
H. Submittal of the engineer's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

- Management of the sub-Consultant team in the preparation of plans, specifications and engineering estimates and other related documents
- Coordinating with all project stakeholders including but not limited to City of South Gate, Biggs Cardosa and Associates, the consultant team, Caltrans, Los Angeles County Flood Control District, Los Angeles Department of Water and Power, utility companies, all regulatory agencies, property owners, business owners and the general public.
- Supervise, coordinate, monitor and review design for conformance with City and Caltrans standards, policies and procedures.

- Maintain continuous communication with the City Project Manager and Caltrans, including regular meetings with the City and Caltrans, to review the Initial Concept Plan and project status at, 30%, 60%, 90% and 100% completion.
- Manage schedules and project reporting.
- Coordinate and facilitate regular meetings with City staff.
- Coordinate regular meetings with Caltrans, utility companies and participating agencies as necessary to deliver the services sought herein.
- Communicate work progress and schedule to affected businesses and residents as required.
- Prepare meeting agendas and minutes, with an action item matrix. Distribute to the City, and other attendees or organizations, as required.
- Attend a Design Kick-off meeting with City representatives to review the project in detail.
- Evaluate and determine requirements and procedures for design, ongoing review, and coordination.
- Determine relevant issues specific to the Project and design standards.
- Hold monthly progress meetings or more frequently if needed, with City staff, Caltrans, permitting agencies and utility companies as needed.
- Provides construction support services during the construction phase.

Deliverables:

- Meeting Schedules, Attendance, Rosters, Matrix, Meeting Agendas and Minutes
- Detailed Project Schedule

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
B. Contract with a Contractor for construction.
C. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	3/29/2021	6/10/2021
Solicitation Response	3/9/2021	6/10/2021
Evaluations	6/14/2021	7/8/2021
Selection	7/26/2021	7/29/2021
Board Approval	5/10/2022	5/10/2022
Contract Award	5/10/2022	5/10/2022
Fully Executed Contract	5/26/2022	5/10/2025
PS&E		
65% -100% PS&E		
Preliminary Investigations	10/17/2023	3/7/2024
Preliminary Foundation	10/17/2023	3/7/2024
Geometric Drawings	10/17/2023	3/7/2024
Bridge Type Selection Roadway and Retrofit Strategy	N/A	N/A
ADL Review	10/17/2023	3/7/2024
Utilities	10/17/2023	3/7/2024
Right-of-Way	10/17/2023	7/9/2024
Estimating	10/17/2023	7/9/2024
Civic Design	10/17/2023	7/31/2024
Structural Design	10/17/2023	7/31/2024

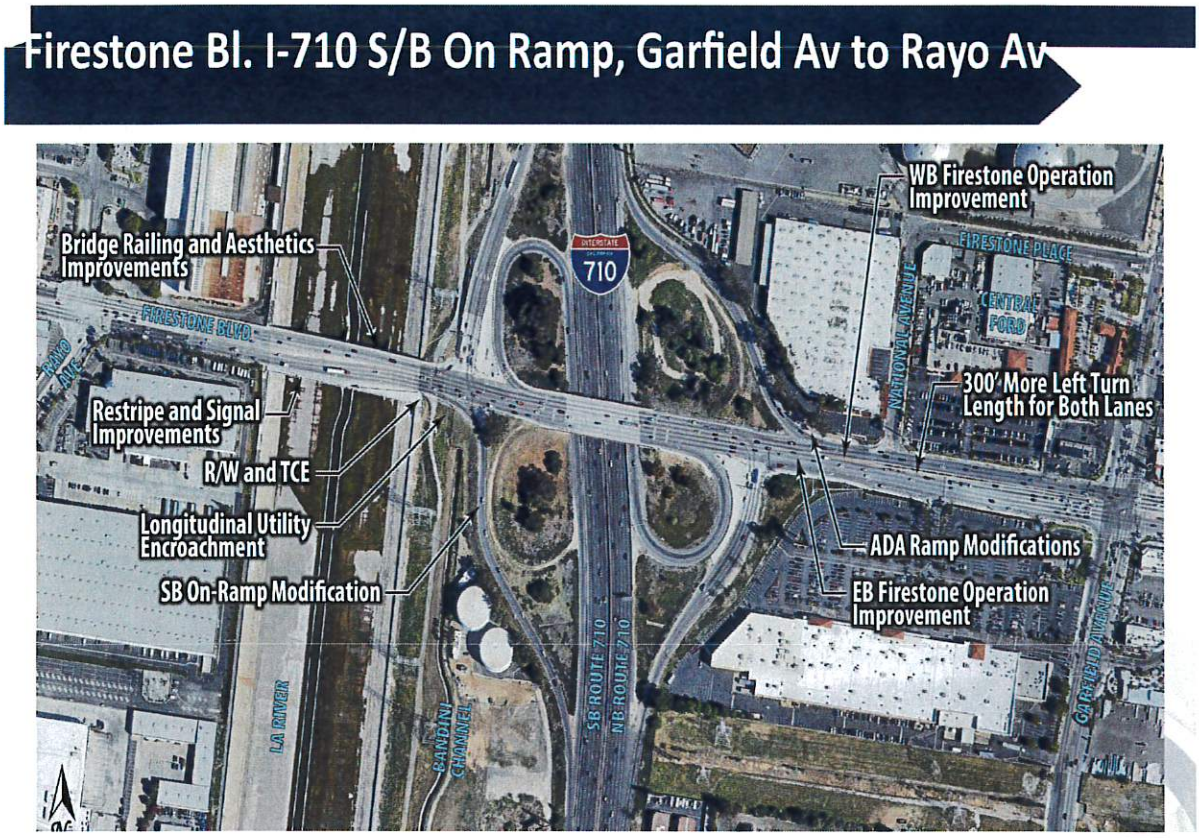
CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	9/09/2024	9/30/2024
Solicitation Response	10/1/2024	10/31/2024
Evaluations	11/1/2024	11/15/2024
Selection	11/18/2024	11/22/2024
Board Approval Process	11/25/2024	11/29/2024
Contract Award (City Council)	12/10/2024	12/10/2024
Fully Executed Contract	12/11/2024	1/3/2025
EXCAVATION		
Clear/Grub	3/14/2025	4/18/2025
Survey	1/06/2025	6/30/2025
Sample Borings	N/A	N/A
Grading	5/05/2025	10/24/2025
Compaction	5/05/2025	10/24/2025
Drainage	3/07/2025	10/24/2025
ENVIRONMENTAL		
Hazardous Materials Handling	3/10/2025	4/18/2025
Archaeological	3/10/2025	12/15/2025
Air Quality Monitoring	3/10/2025	10/31/2025
CONCRETE		
Form Work	N/A	N/A
Rebar Placement	N/A	N/A
Pole Placement	8/1/2025	8/29/2025
TRAFFIC CONTROL		
TMP	3/7/2025	10/15/2025
STRUCTURAL		
False Work	N/A	N/A
Iron Placement	N/A	N/A
Pole Placement	8/29/2025	9/30/2025
UTILITIES		
DWP	N/A	N/A
SCE	N/A	N/A
LADOT	N/A	N/A
MATERIALS		
Long-Lead Equipment	1/03/2025	7/21/2025
Staging	1/06/2025	12/31/2025
Material Lay Down Area	N/A	N/A

Signage	1/06/2025	4/30/2026
ELECTRICAL		
Power U/G Communication	7/01/2025	10/24/2025
A/G Testing/Acceptance	10/01/2025	11/28/2025

	START DATE	COMPLETION DATE
LANDSCAPE		
Clearing	7/01/2025	7/28/2025
Planting	8/01/2025	9/30/2025
Plant Establishment	10/20/2025	9/21/2026
Irrigation	7/17/2025	8/15/2025
Testing	7/24/2025	2/16/2026
General Construction/close out project	10/27/2025	2/28/2026
CHANGE ORDERS		
P.O. Processing Time	1/6/2025	3/7/2025
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims	3/7/2025	7/30/2026

ATTACHMENT C – Location Map(s)




Pasadena
NORTH
SOUTH
Long Beach
RIGHT LANE
MUST
CarroHealth
210.761.3393

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program ($000)

TIP ID LA996347 — **Implementing Agency** South Gate, City of

Project Description: BRIDGE NO. 53C1972, FIRESTONE BLVD, OVER LOS ANGELES RIVER, 152 m W/O LONG BEACH FREEWAY. Rehabilitate 5-lane bridge & widen to 6-lane bridge, add shoulders, and upgrade bridge railings. Fed Proj: HP21L-5257(016)and HP21L-5257(036)

SCAG RTP Project #: LA996347
Study:N/A Is Model: YES Model #: L474
PM: Jose Loera - (323)563-9578

LS: N LS GROUP#:
Conformity Category: NON-EXEMPT

System :Local Hwy Route : Postmile: 18.44 to 18.44 Distance: 0 Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date 12/31/2028

Lane # Extd: 6 Lane # Prop: 7 Imprv Desc: Roadway and Bridge Widening Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 12/31/2005

Toll Rate: 0.00 Toll Calc Loc:0 Toll Method: Hov acs eg loc: 0 Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: Gateway Cities COG

CTIPS ID: EA #: PPNO: 2367

Program Code: CAX60 - BRIDGE RESTORATION & REPLACEMENT- LN ADDITIONS: RS Stop Loc:

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
CITY - City Funds	PE	$430								$430
	RW	$0								$0
	CON	$101								$101
	SUBTOTAL	$531								$531
DEMOT21 - Demonstration - Tea 21	PE	$1,717	$0							$1,717
	RW	$800	$0							$800
	CON	$0	$7,829							$7,829
	SUBTOTAL	$2,517	$7,829							$10,346
HBRR-L - Bridge- Local	PE	$1,222								$1,222
	RW	$0								$0
	CON	$6,443								$6,443
	SUBTOTAL	$7,665								$7,665
MR20H - Measure R 20% Highway	PE		$0	$0						$0
	RW		$0	$0						$0
	CON		$3,272	$3,478						$6,750
	SUBTOTAL		$3,272	$3,478						$6,750
PC25 - Los Angeles County Proposition "C25"	PE	$134								$134
	RW	$200								$200
	CON	$1,412								$1,412
	SUBTOTAL	$1,746								$1,746
[illegible]										[illegible]

TOTAL PE: $3,503 **TOTAL RW: $1,000** **TOTAL CON: $22,535** **TOTAL PROGRAMMED: $27,038**

- General Comment:
- Modeling Comment: .
- TCM Comment:
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised Amendment 25-02 - Submitted **Change reason:**COST INCREASE **Total Project Cost** $27,038

Item No. 5

Office of the
South Gate City Clerk
MAR - 6 2025
FILED 7:55 am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 11, 2025**
Originating Department: **Public Works**

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

SUBJECT: AGREEMENT WITH NV5, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE AUTOMATIC METER READING UPGRADE, PHASE IV, CITY PROJECT NO. 685-WTR

PURPOSE: To approve a professional services agreement with NV5, Inc., ("NV5") to perform construction management and inspection services for the Automatic Meter Reading Upgrade, Phase IV, City Project No. 685-WTR ("AMR Project") which is now in the construction phase.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with NV5, Inc., to perform construction management and inspection services on the Automatic Meter Reading Upgrade, Phase IV, City Project No. 685-WTR, in an amount not-to-exceed $149,604;
b. Authorizing the City Manager to approve and execute amendments to the Agreement up to a cumulative amount of $50,000; and
c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. The proposed Agreement is in the amount of $149,604, which will be funded with Water Funds budgeted in the Fiscal Year 2024/25 Capital Improvement Program.

ANALYSIS: On January 14, 2025, the City Council awarded the construction contract for the AMR Project to JA Salazar Construction & Supply Corp. Construction is scheduled to start in May 2025 and be completed in five months. Construction requires over 1,000 hours of effort to manage and inspect. The Department of Public Works, Engineering Division, does not have the staffing resources to undertake such an effort. Therefore, a construction management and inspection services consultant is recommended to manage the construction. Staff issued a Request for Proposal ("RFP") to procure a contract competitively. The selection committee selected NV5 as the highest ranked consultant and is being recommended for the contract.

BACKGROUND: The City's water system provides drinking water service to approximately 90 percent of the properties in the City of South Gate ("City"). The water system is equipped with over 14,200 water meters which serve to record water consumption to prepare water bills for customers. The City is in the process of upgrading the water meters in phases to automate

meter reading instead of having them read manually. The AMR Project is the 4th phase of this effort. To date, Phase I through III replaced meters in Cycle 1 and 2 where approximately 3,700 automatic meters have been replaced for residential properties, with an additional 410 for commercial and multi-family properties. Phase IV will take place in Cycle 3 which will replace an additional 1,700 meters serving residential and commercial customers in the westside of the City.

On December 12, 2024, an RFP was issued to four (4) qualified consultants, and two (2) proposals were received as summarized below.

Consultant	Fee Proposal
NV5	$149,604
Willdan	$194,154

A selection committee consisting of the City's Water Division Manager and Principal Civil Engineer – Water Resources Section Manager, evaluated the proposals. Both consultants met the qualifications criteria which included construction manager, inspector experience, and labor compliance. The committee interviewed both consultants. NV5 received the highest ranking and is recommended for the contract. NV5 provides the following benefits to the project:

- **Competitive Fees** – The fee proposal is $149,604 which is the lowest of the two fee proposals received.
- **Experienced Construction Manager** – The Construction Manager has over 30 years of experience.
- **Qualified Team** – NV5 offers a qualified team with experience, knowledge, and professionalism for the AMR Project. The inspector and the alternate inspector have over 30 years of experience in the water industry, which provides a unique ability to ensure the AMR Project is constructed in accordance with the plans and specifications.
- **Similar Projects** – NV5's core specialties are construction management and inspection of Public Works projects. NV5 recently completed numerous projects of similar scope. Similar projects have been successfully completed in the cities of Anaheim and Glendale.

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

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

DD:lc

AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE AUTOMATIC WATER METER (AMR) UPGRADE – PHASE 3, CITY PROJECT NO. 685-WTR BETWEEN THE CITY OF SOUTH GATE AND NV5, INC.

This Agreement for Professional Services for Construction Management and Inspection Services ("Agreement") is made and entered into on March 11, 2025, by and between the City of South Gate, a municipal corporation ("City"), and NV5 Inc. ("NV5"), a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Construction Management and Inspection Services for the Automatic Water Meter ("AMR") Upgrade Phase IV, City Project No. 685-WTR;

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Forty-Nine Thousand Six Hundred Four Dollars ($149,604)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Assistant City Manager/Director of Public Works or his/her designee.

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

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

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

3. **TERM OF AGREEMENT.** This Agreement is effective as of March 11, 2025, and will remain in effect for a period of one (1) year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

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

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

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

6. **GENERAL TERMS AND CONDITIONS.**

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

6.2 Termination for Cause.

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

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

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

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

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

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation,

national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

b. Name and list as additional insured the City, its officers and employees.

c. Specify its acts as primary insurance.

d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

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

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

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

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

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

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

payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

6.9.1 All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.

6.9.4 Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

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

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

6.11.2 This Agreement shall be construed without regard to the identity of the persons

who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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

6.11.4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

6.14 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

6.15 Files. All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.16 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a

default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.17 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

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

6.19 Attorneys' Fees. The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

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

6.21 Notices. Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
City of South Gate
Arturo Cervantes, P.E.
Assistant City Manager/Director of PW
Public Works Department
8650 California Avenue
South Gate, CA 90280
E-mail: acervatnes@sogate.org
Telephone No.: (323) 563-9567

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

TO CONSULTANT:
NV5, Inc.
Jeffrey M. Cooper, P.E
EVP, Chief Operating Officer
133 Technology Drive, Suite 200
Irvine, CA 92618
E-mail: jeff.cooper@nv5.com

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

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

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

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

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

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

CITY OF SOUTH GATE:

By:_____
Maria Davila, Mayor

Dated:_____

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

NV5, INC:

By: _____
Jeffrey M. Cooper, PE, EVP Chief Operating Officer

Dated:_____

FEE PROPOSAL

NV5

FEE PROPOSAL - ESTIMATE

CITY OF SOUTH GATE

Construction Management and Inspection Services
AMI/AMR Replacement Phase IV (Project No. 685-WTR)

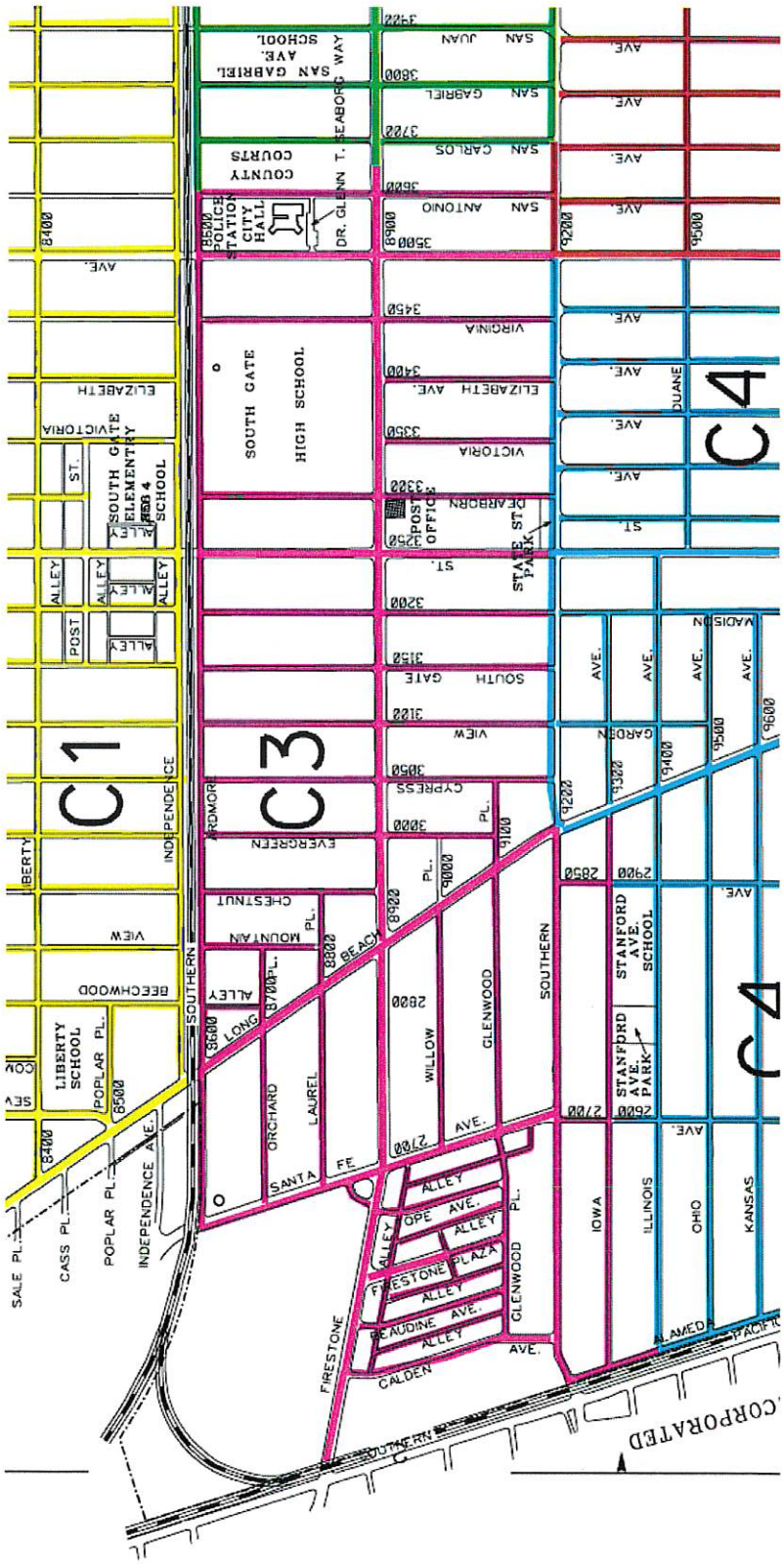
Task/Classification	NV5 Staff		Subconsultant Fees	Total Hours	**Total Cost**
	Construction Manager (Hrs)	Construction Observer/ Inspector (Hrs)*	Labor Compliance Officer		
Hourly Rate	$ 190.00	$ 155.00	$ 147.00		
Pre-Construction Services (10 WD)		80		80	$ 12,400.00
Construction Management (180 CD)	100			100	$ 19,000.00
Construction Observation (80 WD)		640		640	$ 99,200.00
Project Close-Out (10 WD)		80		80	$ 12,400.00
Rain Delays (10 WD)	10			10	$ 1,900.00
Labor Compliance (4 Months)			32	32	$ 4,704.00
CMIS Documentation System (No Charge)					
Totals	110	800	32	942	$ 149,604.00

This not-to-exceed fee is based on **80 working days**. Public Works Observer shall be provided for the entire 80-working-day period. Additional services needed beyond the contract specified shall require prior approval from the City. **FEES ARE TIME-AND-MATERIALS, NOT TO EXCEED.**

* Prevailing Wage Rates based on California DIR. Rates shown are for up to eight (8) hours; overtime up to 12 hours and Saturdays is 1.5 x the rate; Sundays, holidays and overtime over 12 hours is 2 x the rate.

AMR UPGRADE PHASE IV

PROJECT MAP – CYCLE 3



Office of the
South Gate City Clerk

MAR - 6 2025

FILED

Item No. 6

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of **March 11, 2025**
Originating Department: **City Manager's Office**

Marketing and CE Manager: *Giselle Hernandez* ***City Manager:*** *Rob Houston*

SUBJECT: AGREEMENT WITH TEAMCIVX FOR CONSULTING SERVICES RELATED TO THE UTILITY USERS TAX (UUT) BALLOT INITIATIVE

PURPOSE: To approve an agreement with TeamCivX for consulting services related to the Utility Users Tax (UUT) Ballot Initiative

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with TeamCivX for $114,350.
b. Appropriating $114,350 from the General Fund, Account 100-120-12-6101; and
c. Authorizing the Mayor to execute the Agreement in form acceptable to the City Attorney.

FISCAL IMPACT: The total estimated cost is $114,350, which will be funded by the General Fund balance.

ANALYSIS: Over the last several years, due to significant state government takeaways and the fragile economy, adopting a balanced city budget has become increasingly difficult. Staff recommends the exploration of the Utility Users Tax Ballot Initiative to preserve and continue to improve the level of services provided to residents.

The City of South Gate ("City") has never successfully completed a Utility Users Tax ballot initiative and is seeking a professional to comprehensively assist the city in completing the revenue ballot measure process. The City is pursuing research into a Utility Users Tax (UUT) measure that could be placed on the ballot this Fall or early next year. This initiative is aimed at securing a stable revenue source to maintain and improve public services. The City will need to contract with a consultant experienced in working with cities on their ballot measure process. This consultant assistance will help determine what revenue could be generated from such a measure, and the steps required to put that measure together in the event it is decided that it should be placed on the ballot.

A Request for Proposals (RFP) was issued on January 16, 2025, seeking a qualified consulting firm to assist in research, development, ordinance drafting, ballot language preparation, public outreach, and post-election administration related to the UUT measure.

Following a comprehensive review of proposals received by the February 13, 2025, deadline, TeamCivX was selected as the most qualified firm based on their expertise in revenue measures, public outreach, and election strategies.

BACKGROUND: TeamCivX brings extensive experience in assisting municipalities with tax measures and ballot initiatives. They have worked with several local cities including Bellflower, Norwalk, and Santa Fe Springs, and successfully passed their ballot measure process. Services include strategic communications and election feasibility assessment services for the proposed ballot measure. Their team of subcontractors include FM3 Research who will provide public opinion research analysis services and Colantuono, Highsmith & Whatley, PC who will assist in in the creation of the measure and its subsequent language and adoption. Their proposed scope of work includes:

- Conducting research and financial analysis to determine optimal UUT structure.
- Drafting ballot language, ordinances, and resolutions in compliance with legal requirements.
- Developing and executing a bilingual (English/Spanish) public education and outreach campaign.
- Coordinating with City officials, legal advisors, and community stakeholders.
- Providing post-election administrative support for measure implementation.

ATTACHMENT: Proposed Agreement

AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSULTING SERVICES RELATED TO THE UTILITY USERS TAX (UUT) BALLOT INITIATIVE BETWEEN THE CITY OF SOUTH GATE AND TEAMCIVX

This Agreement for Professional Services for consulting services related to the Utility Users Tax (UUT) Ballot Initiative ("Agreement") is made and entered into on March 11, 2025, by and between the City of South Gate, a municipal corporation ("City"), and TeamCivX, 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 the Utility Users Tax (UUT) ballot initative; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Fourteen Thousand Three Hundred Fifty Dollars ($114,350)** 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 11, 2025, and will remain in effect for a period of one year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

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

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

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

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

a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

b. Name and list as additional insured the City, its officers and employees.

c. Specify its acts as primary insurance.

d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

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

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

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

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

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

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

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and

any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

6.9.1 All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.

6.9.4 Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

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

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

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

6.11.3. The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving

questions of interpretation or construction.

6.11.4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.

6.14 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.

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
Rob Houston, City Manager
8650 California Ave
South Gate, CA 90280
Email: rhouston@sogate.org
TEL: (323) 563-9503

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

TO CONSULTANT:
TeamCivX
Joy Kummer
Partner
21 Orinda Way Suite C-191
Orinda, CA 94563
E-mail: jkummer@teamcivx.com
TEL: (415) 915-0028

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

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

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

7. **EFFECTIVE DATE.** The effective date of this Agreement is November 10, 2022 and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

TEAMCIVX:

By: _____
Joy Kummer, Partner

Dated: _____

Proposal to Conduct Utility Users Tax Ballot Initiative Consulting Services

City of South Gate

City of South Gate™

TEAM CIVX

February 13, 2025

City of South Gate City Clerk's Office
Attention: Giselle Hernandez
RE: Utility Users Tax Ballot Initiative Consulting Services
8650 California Avenue
South Gate, CA 90280

Dear Ms. Hernandez,

We appreciate the opportunity to submit this proposal to help the City of South Gate evaluate a potential ballot measure to institute a Utility Users Tax. We have experience passing similar sales tax measures across California. We are eager to bring our experience and expertise to help the City of South Gate achieve similar success.

We have assembled a team of experts to provide a comprehensive set of services to support your revenue measure planning efforts. Joy Kummer from TeamCivX will serve as the contract representative and will provide overall project direction and management. To create a well-rounded proposal, we have also included the information for two subcontractors, Rick Sklarz from FM3 Research who will provide public opinion research and analysis services, and Michael Colantuono, with Colantuono, Highsmith & Whatley, PC who will assist in the creation of the measure and its subsequent language and adoption.

TeamCivX acknowledges that it has read the requirements outlined in the request for proposals and confirms its commitment to meeting the prerequisite insurance requirements, though we do not have company automobiles or carry such insurance. Should TeamCivX be selected by the City of South Gate to assist with this project, TeamCivX hereby agrees to enter into such an agreement and provide any required certificate of insurance.

Our team is uniquely positioned to support the City of South Gate for the following reasons:

- **The partners and consultants at TeamCivX have worked on public finance ballot measures for more than 25 years for hundreds of jurisdictions throughout California.** This includes an extensive list of work in cities—such as City of Santa Fe Springs, Union City, City of Whittier, City of Fontana, City of Santa Monica—as well as counties, school and community college districts, and numerous types of other specialized districts.
- **Experience Navigating Challenging Environments.** Tax measures don't exist in a vacuum—they're influenced by economic conditions, political division, public trust, and other external factors. We've guided clients through economic downturns, partisan challenges, and controversy to secure successful outcomes. Committed to the civic process, we focus on uniting communities to build a stronger future.
- **Multimedia Communications Experts.** We specialize in getting your message to the right audience, building public awareness around your funding needs and ballot measure proposal. With people consuming information in diverse ways, we leverage both traditional and digital communication strategies. From direct mail and earned media to social media, digital advertising, and video, we ensure your outreach is effective and far-reaching.

Joy Kummer, TeamCivX Partner

Jkummer@teamcivx.com (510) 914-0028

CONTENTS

1 EXPERIENCE SUMMARY 1

1.1 Background Information 1

1.2 TeamCivX Relevant Experience 2

1.3 References 4

2 FIRM CAPABILITIES 6

2.1 TeamCivX 6

2.2 FM3 Research 7

2.3 Colantuono, Highsmith & Whatley 8

3 COST 9

3.1 TeamCivX 9

3.2 Subcontractor 1: Public Opinion Research (FM3 Research) 9

3.3 Subcontractor 2: Measure Development (Colantuono) 10

4 SCOPE OF WORK 11

5 AGREEMENT FOR PROFESSIONAL SERVICES 13

Addendum 1 FM3's Successful Utility User Tax Measures

Addendum 2 CHW Practice Areas - Public Revenues and Ratemaking

Addendum 3 Principal Appellate Representations

1 Experience Summary

1.1 Background Information

TeamCivX, LLP is a California-based limited liability partnership company providing hands-on election strategy and communications for public agencies. We help develop revenue measures for the ballot to meet your funding needs. Our areas of expertise include:

- Overall project management of all team members
- Evaluating the feasibility of local funding measures
- Designing measures for the ballot that align with community priorities
- Creating and implementing informational communication strategies for public agencies

Throughout our work with various agencies, we have helped generate billions of dollars in revenue for quality public services, programs, facilities, and infrastructure in communities throughout California.

Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research or FM3) has been conducting public policy-oriented opinion research since 1981 on issues of major economic and social concern. The research FM3 conducts goes far beyond simply documenting the knowledge, views, and behaviors of various populations. Rather, their work produces actionable data that provides a strategic roadmap for policy makers and informs community outreach and communication efforts.

Each of the research projects FM3 does is led by one of their seven partners, all of whom are nationally respected authorities on public opinion research. As our client, you will have direct access to not only the partner working on your project, but also several other key staff members with advanced degrees in public policy, research methods, and/or extensive experience working in state and local government. As a medium-sized research firm, FM3 provides its clients with a level of personal attention and service from firm partners that is more often associated with much smaller organizations, while concurrently offering the wide range of services, adherence to expedited timelines, and absolute quality control that is to be expected from much larger research firms.

Colantuono, Highsmith & Whatley is a municipal law firm with offices in Grass Valley, Orange County, Pasadena, Sacramento and Sonoma that represents public and private clients throughout California in municipal law. Colantuono, Highsmith & Whatley includes California's leading experts on local government revenues. They have especially deep experience in class action challenges to local government revenue measures of all types, and are handling challenges to water, electric and gas rates for cities, counties and special districts around California.

1.2 TeamCivX Relevant Experience

To see our full client list please visit: www.TeamCivX.com

Community College Districts

Allan Hancock College
Antelope Valley College
Cabrillo College
Chabot-Las Positas CCD
Chaffey College
College of the Canyons
College of Marin
College of the Redwoods
College of the Siskiyous
Contra Costa CCD
Foothill-De Anza CCD
Gavilan College
Glendale College
Hartnell College
Lane Community College
Mendocino College
Merced CCD
MiraCosta College
Mt. San Jacinto CCD
Monterey Peninsula College
Napa Valley College
Pasadena City College
Peralta CCD
Rancho Santiago CCD
Riverside CCD
San Bernardino CCD
San Joaquin Delta CCD
Santa Barbara City College
Santa Monica College
Santa Rosa Junior College
Yuba College

Hospitals and Healthcare

Pajaro Valley Health Care District
San Benito Health Care District
Salinas Valley Memorial Healthcare System
Seton Medical Center
Valley Health System*

**private-side campaign only*

Cities and Counties

Butte County
LA County Homeless
Marin County
Napa County
Placer County
San Bernadino County
San Mateo County
Santa Clara County
Santa Cruz County
Solano County
Sonoma County
City of Adelanto
City of Alameda
City of Barstow
City of Benicia
City of Beverly Hills
City of Burlingame
City of Campbell
City of Chula Vista
Town of Corte Madera
City of Crescent City
City of Davis
City of Del Mar
City of Diamond Bar
City of Downey
City of Emeryville
City of Fairfield
City of Fontana
City of Foster City
City of Fullerton
City of Glendale
City of Gustine
City of Hollister
City of Kerman
City of La Cañada
City of La Mesa
City of Lancaster
City of Lafayette
City of Laguna Beach
City of La Verne
City of Lemon Grove
City of Lomita
City of Los Altos
City of Madera
Town of Mammoth Lakes
City of Manhattan Beach
City of Marina
City of Merced
City of Montebello
City of Morgan Hill
City of Murrieta
City of Napa
City of Novato
City of Oceanside
City of Ontario
Town of Orinda
City of Pacifica
City of Palm Springs
City of Palmdale
City of Palo Alto
City of Paramount
City of Pleasant Hill
City of Pomona
City of Redlands
City of Redwood City
City of Salinas
Town of San Anselmo
City of San Bernardino
City of San Bruno
City of San Marcus
City of San Mateo
City of San Jose
City of San Rafael
City of San Ramon
City of Santa Clara
City of Santa Cruz
City of Santa Fe Springs
City of Santa Monica
City of Santa Rosa
City of South Lake Tahoe
City of South Pasadena
City of Suisun City
City of Sutter Creek
City of Torrance
Town of Truckee
City of Union City
City of Vacaville
City of Ventura
City of Watsonville
City of Whittier
Town of Windsor
City of Woodland

Transportation

BART (Santa Clara County)*
Caltrain*
Contra Costa County Transportation Authority*
Fresno County Transportation Authority*
Merced County Association of Governments Metropolitan Transportation Commission*
Monterey-Salinas Transit
Napa County Transportation Agency
Placer County
Riverside County Transportation Commission
San Mateo County Transit District
Santa Cruz County Regional Transportation Commission
Sonoma County Transportation Authority
Stanislaus County Transportation*
Transportation Agency of Monterey County*
Transportation Authority of Marin*
Truckee/North Tahoe Transportation Agency

**private-side campaign only*

Parks, Open Space and Water Districts

Alameda County Clean Water Program
Desert Recreation District
East Bay Regional Parks District
Greater Vallejo Recreation District
Hayward Area Recreation District
Los Angeles County Flood Control District
Los Angeles County Regional Park and Open Space District
Marin County Parks/MALT*
Midpeninsula Regional Open Space District
Monterey Peninsula Regional Park District
Napa County Regional Park and Open Space District/Napa Land Trust*
Peninsula Open Space Trust
Puente Hills Habitat Preservation Authority
Santa Clara Valley Open Space Authority
Santa Clara County Parks
Santa Clara Valley Water District
Santa Cruz County Open Space*
San Francisco Bay Restoration Authority*
Sonoma County Agricultural Preservation and Open Space District

**private-side campaign only*

Fire Districts

Central Fire District of Santa Cruz County
Crescent Fire Protection District
East Contra Costa Fire Protection District
Fresno County Fire Protection District
Los Angeles County Fire
Marin County Fire Department
Northstar Fire
North Tahoe Fire Protection District
Sacramento Metropolitan Fire District
Santa Cruz County Fire District CSA48
Sonoma County Fire District
Stinson Beach Fire Protection District
Truckee Fire Protection District

Libraries

Garfield County Public Libraries
Los Altos Library
Marin County Free Library
Pacifica Library
San Rafael Public Library
Santa Cruz County Library
South Pasadena Library
Whittier Library

Affordable Housing and Land Use

Housing Leadership Council of San Mateo County
BioMed
Summerhill Homes
Pacific Union College
San Francisco Giants
Oakland A's
Netflix
Beverly Hilton Hotel
Blackhawk/Nunn Partners
Carmel Partners
Cisco Systems
Federal Realty Investment Trust
Grosvenor Americas
Keenan Land Company
The Irvine Company
Lowe Enterprises
Macerich Company
SandHill Property Company
Morley Brothers
Ponderosa Homes
Pulte Homes

Elected Officials

Dave Pine, Chair, San Mateo County Board of Supervisors
Belia Ramos, Chair, Napa County Board of Supervisors
Anne Cottrell, Napa County Board of Supervisors
Diane Dillon, Napa County Board of Supervisors (retired)
Brad Wagenknecht, Napa County Board of Supervisors (retired)
Lani Faulkner, Santa Cruz County Board of Supervisors
John Laird, CA State Senator
Tom Bates, Mayor of Berkeley (retired)
Judy Chirco, San Jose City Council (retired)
Linda LeZotte, San Jose City Council (retired)
Domingo Candelas, San Jose City Council
Pamela Campos, San Jose City Council
Pam Foley, San Jose City Council
Peter Ortiz, San Jose City Council
Mary Luros, Napa City Council
Beth Painter, Napa City Council
David Oro, American Canyon City Council
Jessica Speiser, Santa Clara County Board of Education
Jeff Dodd, Napa Valley CCD Board of Trustees

Statewide Measures

Proposition 1 - Veterans and Affordable Housing Act
Proposition 2 - Homeless Mental Health Housing Act

1.3 References

In the interest of brevity, we are providing four full, detailed references. However, we would be more than happy to provide additional references upon request.

CITY OF SANTA FE SPRINGS

René Bobadill
City Manager
Phone: (562) 868-0511, ext. 7510
rbobadilla@santafesprings.org

11710 Telegraph Rd,
Santa Fe Springs, CA 90670

In 2024, FM3 and TeamCivX partnered to assess the feasibility of a Dedicated Pothole and Road Repair Measure in Santa Fe Springs, addressing the disproportionate damage caused by commercial vehicle traffic. After the study, the City partnered with TeamCivX to develop an informational campaign, ensuring residents had clear, accurate details about the initiative. TeamCivX also provided consulting services to refine outreach strategies and build public support.

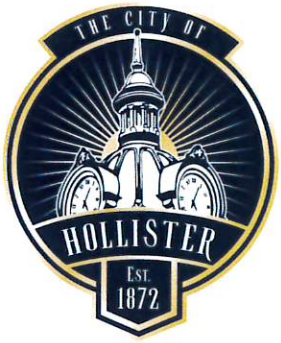
Thanks to these efforts, Measure SFS was successfully passed in the November 2024 election, securing dedicated funding for road repairs and infrastructure improvements.

FONTANA
CALIFORNIA

Matthew C. Ballantyne
City Manager
Phone: (909) 703-7376
mballantyne@fontanaca.gov

8353 Sierra Ave.,
Fontana, CA 92335

In 2023, FM3 and TeamCivX partnered to assess the feasibility of a unique funding measure for the City of Fontana. Through comprehensive research polling and team discussions, a one-cent sales tax was determined to be viable, prompting TeamCivX to support a strategic public information campaign. This campaign included the development of fact sheets, targeted social media content, and direct engagement with key stakeholders to ensure clear and accurate information was widely accessible prior to the election. Following a well-executed independent outreach effort, in which TeamCivX played a key role, Measure T was successfully passed by voters in November 2024.



David Mirrione
City Manager

Phone: 831 636 4300
COH.Manager@hollister.ca.gov

375 5th St,
Hollister, CA 95023

In 2024, TeamCivX worked with the City of Hollister to support a public information campaign aimed at facilitating the development and approval of a Transit Occupancy Tax. Our team collaborated with the City's existing communication channels, including newsletters and established social media accounts, to effectively disseminate information. To ensure broad community engagement, TeamCivX produced bilingual content in English and Spanish, addressing information gaps and enhancing public understanding of the initiative.



Mary Luros
Councilmember

Phone: 707-258-7876
mluros@cityofnapa.org

955 School St,
Napa, CA 94559

TeamCivX has collaborated with the City of Napa on multiple projects, including its most significant initiative to date in 2024—a sales tax increase measure. Confronted with a crowded ballot and well-funded opposition, the City of Napa and TeamCivX developed a strategic and proactive engagement plan. This effort focused on early stakeholder outreach, securing key endorsements, and reinforcing support through a comprehensive communication strategy. The campaign included town halls, fact sheets, and targeted social media outreach to effectively inform and engage the broader public. As a result, Measure G passed in November 2024, surpassing projections from earlier polling.

2 FIRM CAPABILITIES

2.1 TeamCivX

Unlike consulting firms with just one or two principal consultants, TeamCivX has five experienced partners who lead our firm and are directly engaged in our projects. Our deep bench ensures that your project receives the devoted senior-level attention that it deserves. Your project will not be handed off to inexperienced staff once the contract is signed. When you hire us, you will work directly with one of our firm's owners.

Joy Kummer, Founding Partner



Joy is a founding partner of TeamCivX and brings more than 25 years of political, legal, and community service experience to each of her clients and causes. Over the past several years, Joy has been successful in helping public agencies in all regions of California develop local public finance measures for the ballot and achieve voter support— Joy Kummer recently has worked with the City of Santa Fe Springs, City of La Palma, City of Fontana, City of Downy, City of Redlands, City of Ontario, City of San Bernardino, and the City of Murietta.

Part of Joy's success is in the relationships she builds with her clients, focusing on their specific needs and working together to build a communication and community plan that allows them to reach their goals. She is known for her can-do attitude, friendly smile, and willingness to listen and collaborate as a team to find the right solution.

Joy grew up in Montana, where she received her J.D. from the University of Montana School of Law and a B.A. in communications from Montana State University–Billings. Prior to cofounding TeamCivX, Joy was a partner at her prior consulting firm, and she previously served as Regional Field Director for U.S. Senator Max Baucus (D-MT) and as Field Director for the successful 49ers Stadium Campaign in Santa Clara, CA.

Carter James, Consultant



Carter brings a wealth of political experience, combining grassroots organizing with a deep understanding of local communities. Carter was the lead consultant on some of TeamCivX's most unique clients during the 2024 election cycle with all of his campaigns winning, including the City of Napa, Napa Valley Unified School District and several school districts and cities across Los Angeles and Orange Counties. Before joining TeamCivX, he worked on high-profile campaigns, including Senator Heidi Heitkamp's race in North Dakota and the passage of Article XIV, which established the North Dakota Ethics Commission. Carter also served as a field director for Kentucky Governor Andy Beshear's historic victory and worked with NextGen America in Portland, Maine.

With a B.S. in Emergency Management from North Dakota State University, Carter takes a strategic and personalized approach to each campaign, using proven methods tailored to his clients' unique needs.

2.2 FM3 Research

FM3 takes great pride in the superior service we provide to our clients, including the time and attentiveness provided by firm partners and other project staff members. Consistent with this policy, Rick and Maya will remain attached and committed to the project throughout its duration and will be available to the City to conduct additional analysis of survey results, provide advice, or address other needs upon request after the research itself has been completed.

Rick Sklarz, Partner



Rick Sklarz is a leading researcher specializing in political campaigns, ballot measures, and strategic advising for nonprofits, private sector companies, and government agencies. He has helped elect leaders at all levels and secure billions in funding for critical public initiatives across the country.

In 2024, Rick was a lead researcher for Senate Majority PAC's independent expenditure campaign to reelect U.S. Senator Tammy Baldwin. He also supported the Democratic Congressional Campaign Committee (DCCC), the Democratic Senate Campaign Committee (DSCC), EMILY's List, and other key organizations. His research has helped elect U.S. Senator Patty Murray and members of Congress, including Greg Stanton, Ro Khanna, Lou Correa, Robert Garcia, and Jimmy Panetta. Locally, Rick has advised campaigns that elected Los Angeles County Supervisors Janice Hahn, Lindsey Horvath, and Hilda Solis. In 2024, he conducted research for independent expenditure efforts supporting Nathan Hochman for L.A. County District Attorney and the passage of Measure G, a historic reform initiative.

Before joining FM3, Rick worked for U.S. Senator Joe Lieberman in Washington, D.C., focusing on transportation, budget, and government oversight. He holds a bachelor's degree from Colgate University and a Master of Public Policy from the University of Southern California.

Maya Gutierrez, Researcher



Maya Gutierrez specializes in quantitative and qualitative research for ballot measure campaigns, candidate races, and public policy initiatives. Since joining FM3 in 2023, she has helped shape winning strategies for local revenue measures, public agencies, and nonprofit organizations across California.

In 2024, Maya's research contributed to the passage of 18 local ballot measures and the successful elections of multiple California State Legislators. She has worked with cities and counties across the state on revenue measures and public opinion research covering water quality, conservation, food assistance programs, housing, and transportation.

Before FM3, Maya worked at IDEATE California, focusing on energy, utilities, and sustainability policy. Her background spans archaeology, education, and public policy research, with a strong emphasis on environmental justice.

Maya holds dual bachelor's degrees in Anthropology and Ancient Near East & Egyptology from UCLA and earned a Master of Public Policy from the UCLA Luskin School of Public Affairs, where she received an award for Outstanding Academic Achievement.

2.3 Colantuono, Highsmith & Whatley

Our firm includes California's leading experts on local government revenues. We have especially deep experience in class action challenges to local government revenue measures of all types. We are handling challenges to water, electric and gas rates for cities, counties and special districts around California.



Michael Colantuono Michael is perhaps California's leading expert on the law of local government revenues, briefing 18 cases on that subject in the California Supreme Court since 2004. The Daily Journal named him a California Lawyer of the Year in inverse condemnation law for his win in City of Oroville v. Superior Court (2019) 7 Cal.5th 1091, government's first win in that court in this subject area in decades. California Chief Justice Ronald M. George presented him with the 2010 Public Lawyer of the Year Award on behalf of the California State Bar. Two successive Speakers of the California Assembly appointed him to the Board of Trustees of the California Bar, the state agency which regulates the practice of law in California. His fellow Trustees elected him Treasurer and President of the Bar and the California Supreme Court appointed him as Chair of its Board of Trustees.

3 Cost

3.1 TeamCivX

As is the standard in our industry, TeamCivX contracts on a monthly fee basis during the period of our engagement and does not bill on an hourly basis. For a city the size of South Gate, our monthly consulting fee is $7,700. This quoted price will remain valid for 120 days following the submission of this proposal. Our fee will not change regardless of how many times you need us on the phone, attending zoom meetings, responding to emails or attending meetings. TeamCivX doesn't want you to hesitate to call when you need us. Our contract can be canceled at any time should you decide not to move forward or broken up into Phase 1 feasibility and Phase 2 information outreach and ballot measure work.

If the polling indicates that adequate support exists for a funding measure, it is common for public agencies to request public information mailings and/or digital advertising to educate the voters regarding the need and the potential solution. As an optional service, we can produce and mail informational mailers to the community or develop and implement a digital advertising program. We estimate an informational mailer to all approximately 21,500 registered voters to cost between $17,100-$21,400 depending on exact specifications and quantities.

As part of our contract, we will assist the City of South Gate in utilizing all free media and current online resources to provide information to the public and supplementing direct mail communications with coordinated digital content. In addition, the City may wish to allocate additional resources to paid Facebook or Digital Advertising. Digital pricing varies based on the size, scope and duration of the program and is priced separately.

3.2 Subcontractor 1: Public Opinion Research (FM3 Research)

FM3 does not bill using hourly rates, but rather by project, utilizing costs that are informed by the specifications of the research being conducted. For example, our costs for survey research are informed by factors that include the number of interviews completed, the average interview length, the interviewing methodology used (dual-mode, telephone, online, intercept, etc.), the type of sample being utilized (such as all adult residents, all registered voters, likely voters, etc.), and the language(s) in which interviews are conducted.

Figure 1 contains the total estimated costs for a single survey. These prices are comprehensive and include all costs for questionnaire design, sample acquisition and preparation, Spanish translation, programming, email and text invitations, survey hosting, bilingual telephone interviewing, data entry and analysis, and reporting. Conducting a baseline survey does not obligate the City to conduct a follow-up tracking survey.

Figure 1: Survey Costs

Survey Length	400 Interviews
15 minutes	$31,500
20 minutes	$35,250

As previously mentioned, FM3 does not bill using hourly rates. However, as requested in the RFP, **Figure 2** shows the fully burdened hourly rates for team members that will be working on this project.

Figure 2: FM3 Staff Hourly Rates

Staff Level	Hourly Rate
Partner	$150
Lead Statistician	$115
Researcher	$90
Graphics Manager	$115
Research Project Manager	$75
Administrative Assistant	$70

3.3 Subcontractor 2: Measure Development (Colantuono)

Colantuono, Highsmith & Whatley, PC is California's leading expert on the complex laws governing local government revenues, including Propositions 13, 62, 218, and 26. With decades of experience advising cities, counties, and special districts, their team provides expert legal guidance in crafting legally sound and voter-compliant tax and revenue measures. For the City of South Gate, Colantuono, Highsmith & Whatley will play a role in the development of a UUT Measure, ensuring the measure language aligns with state law and withstands legal scrutiny. Their expertise in municipal finance law will help structure the tax language to be both transparent and legally defensible, while also maximizing the measure's effectiveness in addressing community needs.

Mr. Colantuono is available at $425 per hour, a discount from his standard hourly rate of $625. The time required will turn on the revenue measure selected. A transactions and use tax, for example, must be based on the model ordinance prepared by the California Department of Tax and Fee Administration and requires relatively little additional drafting. A parcel or business license tax requires more drafting. Generally, however, we estimate the work required to advise on and draft a ballot measure at 20 to 50 hours. At the rates noted here, that estimate is $8,500 to $21,250.

We can work on an hourly basis or propose a fixed fee when the City finalizes the research phase.

4 Scope of Work

We have a proven approach to revenue measures that follow three critical stages. Within each stage, we customize a set of strategies and tactics to address the specific challenges, circumstances, and nuances for each of our projects. Below is our recommended plan for the City of South Gate.

Stage 1: Feasibility Assessment

February – March 2025

During Stage 1, TeamCivX will act as project lead of all team members and help you assess the basic viability of your UUT revenue measure and identify the strategic elements needed to help your community understand the needs facing the city. We'll help ensure you are asking the right strategic questions so that we can get an honest assessment of the options available to us and begin to develop a roadmap to a successful measure on a future ballot.

Specifically, we'll help you answer:

- ✓ What tax rates fit within the tolerances of your community?
- ✓ What programs and initiatives are the top funding priorities for your voters?
- ✓ Are there any controversies that should be avoided?
- ✓ Does sufficient awareness of your funding needs exist or is informational outreach needed?
- ✓ What is the right time to go to the ballot?
- ✓ How does projected voter turnout in upcoming elections impact support for your measure?
- ✓ What other competing measures or issues are on the horizon that could impact your measure?
- ✓ How does the economy and political environment impact your measure?

To help answer these questions, TeamCivX will conduct a thorough assessment of the local political landscape, analyze recent election results and work in collaboration with FM3, and Colantuono, Highsmith & Whatley, PC to design a statistically reliable opinion survey of your local voters. With these questions answered, we will provide you with specific recommendations on how to structure your measure, when to go to the ballot and communication strategies that are needed to support your efforts. If a revenue measure does not appear to be viable at the current time, we will tell you that. We are on your team, and our interests are aligned.

Our specific scope for this stage of work includes:

- Developing potential strategies to meet your funding needs to be tested in polling
- Collaborating with FM3, Colantuono, Highsmith & Whatley, PC and other experts to design, conduct, and analyze a voter opinion survey
- Conducting a demographic analysis of voters in the City and analyzing how they break into key sub-groups by age, ethnicity, political party, length of residency and other key criteria
- Analyzing past election results in your region to understand voter turnout trends and other voting patterns
- Researching other local tax proposals and issues that may be heading to an upcoming ballot that could compete with your ballot measure
- Making specific recommendations regarding the optimal election date, tax rate, tax structure, funding priorities, governance structure and other important ballot measure features

Stage 2: Awareness Building

April – June 2025

Our next step is to develop and implement an informational communications plan to raise awareness of your funding needs, while also introducing your proposed measure and providing opportunities for community input. While counties and public agencies are legally prohibited from advocating for the passage of a revenue measure, you can educate and inform your community about your needs and plans.

To build community awareness, TeamCivX will work with the City to implement an informational communications effort that will include the following components, all provided as part of our normal fee:

- Developing informational messaging and fact sheets to be distributed at community functions;
- Providing talking points, frequently asked questions and a message training for those who will be interfacing with the public on this issue;
- Providing content related to your funding needs and proposed measure to be added to your website, used in social media and included in email updates and newsletters;
- Preparing PowerPoint presentations for public and community meetings, which TeamCivX will help organize;
- Developing strategies and plans to inform and solicit feedback from internal stakeholder groups, including firefighters, library councils, Fire Chiefs, County leadership and others;
- Developing strategies and plans to inform and solicit feedback from external stakeholder groups including elected leaders, business leaders, agricultural industry leaders, ethnic community leaders, faith community leaders, taxpayer groups and others;
- Writing, designing and producing mailings and advertising to inform residents of the need for the potential revenue measure (priced separately for printing and mailing).

Stage 3: Measure Development

May – June 2025

Based on the results of the feasibility assessment and community input received during the awareness building efforts, we will work with Colantuono, Highsmith & Whatley to develop your measure for the ballot so that it is closely aligned with the community's priorities and sensitivities. This process includes:

- Recommending a final tax rate, tax structure, annual adjustments, accountability mechanisms and duration
- Refining the final resolution and any related ordinances to ensure they are written in clear language the general public will understand
- Working with you and your team to define important taxpayer accountability protections, including any potential independent Citizens' Oversight Committee and public reporting process, if needed
- Creation and strategizing to get every word right in the 75-word ballot question
- Developing and refining all language that will appear in the ballot pamphlet mailed to voters
- Presenting recommendations, documents, ordinances and resolutions to the Board of Supervisors for approval
- Working with local elections officials to ensure your measure qualifies for the ballot

AGREEMENT FOR PROFESSIONAL SERVICES FOR Utility Users Tax Ballot Initiative Consulting Services
SERVICES BETWEEN THE CITY OF SOUTH GATE AND TeamCivX

This Agreement for Professional Services for **Utility Users Tax Ballot Initiative Consulting Services** Services ("Agreement") is made and entered into on _____, by and between the City of South Gate, a municipal corporation ("City"), and **TeamCivX**, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to **Utility Users Tax Ballot Initiative Consulting Services**; and

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

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

NOW, THEREFOR, the Parties hereby agree as follows:

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

2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of _____ Dollars ($####) 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 _____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 _____, and will remain in effect for a period of _____year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

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

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

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

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

a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

b. Name and list as additional insured the City, its officers and employees.

c. Specify its acts as primary insurance.

d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

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

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may

arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

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

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

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

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

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification

of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

6.9 Consultant's Personnel.

6.9.1 All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.

6.9.4 Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

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

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California without regard to conflict of law principles.

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

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

6.11.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Counterparts. This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.

6.13 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check

or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subconsultants 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
(DIRECTOR'S NAME & TITLE OR CM)
(ADDRESS)
South Gate, CA 90280
Email: (EMAIL ADDRESS)
TEL: (PHONE NO)

WITH COURTESY COPY TO:
City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323)563-9511

TO CONSULTANT:
Joy Kummer
Partner
TeamCivX
21 Orinda Way Suite C-191
Orinda, CA 94563
jkummer@teamcivx.com (415) 915-0028

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

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

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

7. EFFECTIVE DATE. The effective date of this Agreement is _____ and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

ATTEST:

By: _____
Al Rios, Mayor

Dated: _____

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

TeamCivX

By: _____
Joy Kummer

Dated: _____

Addendum 1: FM3's Successful Utility User Tax Measures

Jurisdiction	Measure	Election
City of Long Beach	Measure LB	November 2024
City of Carson	Measure R	November 2022
City of Hercules	Measure N	November 2022
City of Canyon Lake	Measure S	November 2018
City of Desert Hot Springs	Measure C	November 2017
City of Sunnyvale	Measure N	November 2016
City of Alameda	Measure K1	November 2016
City of Carson	Measure C	June 2016
City of Glendale	No on Measure N	June 2016
City of Hercules	Measure C	November 2015
City of Paramount	Measure P	March 2015
City of Seal Beach	Measure DD	November 2014
City of Canyon Lake	Measure DD	November 2014
City of Cloverdale	Measure O	November 2014
City of Norwalk	Measure B	November 2014
City of Palo Alto	Measure C	November 2014
City of Hercules	Measure A	June 2013
City of Bellflower	Measure P	November 2012
City of South Pasadena	Measure UT	November 2011
City of Huntington Beach	Measure P	November 2010
City of Santa Fe Springs	Measure S	November 2010
City of Indio	Measure S	November 2010
City of Coachella	Measure I	June 2010
City of Dinuba	Measure M	November 2009
City of Vallejo	Measure U	November 2009
City of Desert Hot Springs	Measure A	May 2009
City of Redondo Beach	Measure RB-A	March 2009
City of Bellflower	Measure A	March 2009
City of Carson	Measure C	March 2009
City of Gardena	Measure A	March 2009
City of San Jose	Measure K	November 2008
City of San Jose	Measure J	November 2008
City of Inglewood	Measure UUT	November 2008

City of Sacramento	Measure O	November 2008
City of Santa Monica	Measure SM	November 2008
City of Stockton	Measure U	November 2008
City of Santa Barbara	Measure G2008	November 2008
City of Lakewood	Measure L	November 2008
City of Cathedral City	Measure L	November 2008
Los Angeles County	Measure U	November 2008
City of Pasadena	Measure D	February 2008
City of Los Angeles	Measure S	February 2008
City of San Bernardino	Measure L	February 2008
City of Hermosa Beach	Measure H	November 2007
City of Grover Beach	Measure O	November 2004
City of Los Alamitos	Measure Q	November 2002
City of Fairfield	Measure H	November 2002
City of Lawndale	Measure A	April 2002
City of La Habra	Measure II	March 2002
City of La Palma	Measure JJ	March 2002

5 ADDENDUM 2: CHW PRACTICE AREAS - PUBLIC REVENUES AND RATEMAKING

CALIFORNIA'S LEADING EXPERT ON LOCAL GOVERNMENT REVENUES

Colantuono, Highsmith & Whatley, PC is California's leading expert on our complex laws governing local government revenues, including Propositions 13, 62, 218 and 26. Our attorneys argued 10 government revenue cases to the California Supreme Court:

Richmond v. Shasta CSD (2004) (water connection charges not subject to Prop. 218)

Bonander v. Town of Tiburon (2009) (statute of limitation for challenge to 1911 Act assessment)

Greene v. Marin County Flood Control & Water Conservation District (2010) (property-owner elections on fees not subject to election secrecy that applies to registered-voter elections)

Ardon v. City of Los Angeles (2011) (Government Claims Act allows class action claims for tax and fee refunds in cities without contrary local claiming ordinances)

Alhambra & 46 Other Cities v. County of Los Angeles (2012) (calculation of property tax administrative fees with respect to property taxes paid to cities in lieu of sales taxes and VLF under Triple Flip and VLF Swap)

McWilliams v. City of Long Beach (2013) (Government Claims Act preempts local claiming ordinances as to tax and fee refund claims; class actions permitted)

Greene v. Marin County Flood Control & Water Conservation District (2010) 49 Cal.4th 277 (property owner ballots on property related fees under Prop. 218 not subject to ballot secrecy)

Jacks v. City of Santa Barbara (2017) 3 Cal.5th 248 (supplemental franchise not a tax even though passed through to utility customers if reasonably related to value of right of way made available)

City of San Buenaventura v. United Water Conservation District (2017) 3 Cal.5th 1191 (groundwater augmentation charge subject to Proposition 26, not 218)

Citizens for Fair REU Rates, Feefighter, LLC v. City of Redding (argued May 30, 2018), (Is transfer from electric utility to City's general fund grandfathered by Proposition 26?)

PUBLIC FINANCE LAWS

We have been leaders in speaking, writing, advising and litigating matters under California's initiative public finance laws since 1995. Our experience includes:

Proposition 26

- Chair, League of California Cities Proposition 26 Task Force
- Contributor, League of California Cities **Proposition 26 Implementation Guide**
- Counsel for Defendant City of Redding in *Citizens for Fair REU Rates v. City of Redding*, among the first-filed Prop. 26 cases. The Supreme Court's decision is due by

  August 2018. The case challenges a payment in lieu of taxes (PILOT) by Redding Electric Utility to the City's general fund. The trial court was persuaded by our argument that Prop. 26 is not retroactively applicable to local government fees of this sort.
- Counsel for local government amici *in Schmeer v. County of Los Angeles* (2013) which found the 10-cent fee Los Angeles County required retailers to charge for paper bags in its plastic-bag-ban ordinance not to violate Proposition 26 because the revenue from the fee does not flow to government
- Counsel for the City of San Buenaventura in a challenge to groundwater augmentation charges under Propositions 26 and 218. The Supreme Court ruled that Proposition 26 controls the case and remanded it to the Court of Appeal where we await further argument.

Proposition 218

- Chair, League of California Cities Proposition 218 Task Force
- Editor and Contributor, League of California Cities **Proposition 218 Implementation Guide** (1996, 1997, 1997, and 2000 editions)
- Contributor, California **Municipal Law Handbook** discussion of Proposition 218
- Counsel for local government associations as amici in *Bighorn-Desert View Water Agency v. Verjil* (2006) 39 Cal.4th 205 (Prop. 218 applies to metered water rates; initiative to reduce domestic water rates prohibited to extent it would require voter approval of subsequent rate increases).
- Counsel for five local government associations as amici in *Concerned Citizens for Responsible Government v. West Point Fire Protection District* (application of Prop. 218's requirements regarding special benefit and proportionality to fire suppression benefit assessment) (Supreme Court dismissed appeal as moot)
- Counsel for successful local government in *Greene v. Marin County Flood Control & Water Conservation District* (2010) 49 Cal.4th 277 (property owner ballots on fees subject to Prop. 218 not subject to ballot secrecy requirement)
- Counsel for successful local government in *Richmond v. Shasta Community Services Dist.* (2004) 32 Cal.4th 409 (increased capacity charge and fee for fire suppression imposed on applicants for new service connections not an "assessment" subject to Proposition 218)
- Counsel for amici in *Mission Springs Water District v. Verjil* (2013) 218 Cal.App.4th 892

  (allowing pre-election judicial review of initiative to repeal water rate hikes because District could show the measure would set rates unlawfully low)
- Counsel for numerous cities, counties and special districts in Court of Appeal cases arising under Proposition 218.

We provide Proposition 218 advice to local governments of all kinds on advisory matters and in litigation.

Proposition 62

- Counsel for local government associations as amici in *Howard Jarvis Taxpayers Ass'n v. City of La Habra* (2001) (continued imposition and collection of a utility user's tax without voter approval was an ongoing or continuous violation of Proposition 62, with statute of limitations beginning anew with each collection).
- Application of Proposition 62's remedy of reducing property taxes dollar-for-dollar of allegedly illegal taxes is at issue in the Redding case described above.
- We provide advice to local governments of all kinds in complying with Proposition 62, including requirements for proposing general taxes to voters.
- We are frequent speakers, writers, and commenters in the press on issues arising under Proposition 62.

Proposition 13

Although Proposition 13 was approved in 1978, well before our practice leaders were active lawyers, we are active in current developments under the measure and similar property tax and post-redevelopment disputes, as follows:

- Counsel for 47 Cities in *City of Alhambra, et al. v. County of Los Angeles*, et al. (2012) 55 Cal.4th 707 (calculation of property tax administration fees on taxes received in lieu of Vehicle License Fees and sales taxes under the VLF Swap and Triple Flip)
- Counsel for the League of California Cities as amicus in *City of Scotts Valley v. County of Santa Cruz* (2011) 200 Cal.App.4th 97 (calculation of no- and low-property tax city subvention) (counsel for amici)
- Counsel for local government amici in *Arcadia Redevelopment Agency v. Ikemoto* (1993) 16 Cal.App.4th 444 (agency challenge to application of property tax administration fees to tax increment)
- Counsel for local government amici in *Neilson v. City of California City* (2005) 133 Cal.App.4th 1296 (flat-rate parcel tax not an unconstitutional general tax, but rather a special tax dedicated to specific purposes; equal protection does not entitle absentee landowners to vote)
- Counsel for respondent local government in *Griffith v. Pajaro Valley Water Management Agency* (2013) 220 Cal.App.4th 586 upholding groundwater augmentation charges under Props. 13 and 218)
- We provide advice to local governments of all kinds in complying with Proposition 13.
- We are frequent speakers, writers, and commenters in the press on issues arising under Proposition 13.

Addendum 3: Principal Appellate Representations

Michael G. Colantuono Significant Appellate Representations

(as of November 2024)

NINTH CIRCUIT

1210 Cacique Street, LLC v. City of Santa Barbara (pending) Case no. 24-7728 (defense of trial court victory in takings challenge to mobile home rent control and senior housing ordinances)

Borges v. County of Mendocino (Mem. Disp. Mar. 6, 2023) 2023 WL 2363692, Case No. 22-15673, cert. denied (successful defense of appeal from summary judgment for County in § 1983 challenge to denial of cannabis cultivation permit)

County of Sacramento v. Everest National Insurance Company (Mem. Disp. Feb. 13, 2023) 2023 WL 1960675, Case No. 22-15250 (EPLI coverage for public agency employer's vicarious liability for management's retaliation in violation of FEHA)

Flatten v. County of Mendocino (Mem. Disp. July 12, 2023) 2023 WL 4490353, Case No. 22-15741, cert. denied (successful defense of judgment of dismissal of § 1983 claim alleging conspiracy of County law enforcement officials to enforce cannabis cultivation regulations)

Hardesty v. Sacramento Metropolitan Air Quality Management District (9th Cir. 2020) 824 Fed.Appx. 474 (successful appeal from judgment imposing $105m in consequential and punitive damages against County officials for alleged civil rights violations in enforcement of mining ordinances)

Thomas v. County of Humboldt (argued Apr. 9, 2024) Case no. 23-915847 (defense of judgment of dismissal of § 1983 claim alleging disparate enforcement of cannabis cultivation regulations)

CALIFORNIA SUPREME COURT

Alameda County Deputy Sheriff's Association v. Alameda County Employees' Retirement Association (2020) 9 Cal.5th 1032 (PEPRA reduction in retirement benefits did not violate contracts clause) (counsel for amicus)

City of Alhambra v. County of Los Angeles (2012) 5 Cal.4th 707 (calculation of property tax administration fees counties charge other local governments)

American Civil Liberties Union Foundation of Southern California v. Superior Court (City of Los Angeles) (2017) 3 Cal.5th 1032 (automated license plate reader data exempt from disclosure under Public Records Act unless anonymized) (counsel for amicus)

In re A.R. (2021) 11 Cal.5th 234 (constructive filing protects appeal from termination of parental rights for trial counsel's failure to timely appeal) (counsel for amicus California Academy of Appellate Lawyers)

Ardon v. City of Los Angeles (2016) 62 Cal.4th 1176 (inadvertent release of attorneyclient privileged documents on public records request did not waive privilege)

Ardon v. City of Los Angeles (2011) 52 Cal.4th 241 (class action challenge to local taxes, assessments and fees permitted by California Government Claims Act but may be barred by claiming ordinance)

Bighorn-Desert View Water Agency v. Verjil (2006) 39 Cal.4th 205 (Prop. 218 applies to metered water rates; initiative to reduce water rates prohibited to extent it would require voter approval of subsequent rate increases) (counsel for amici)

Bonander v. Town of Tiburon (2009) 46 Cal.4th 646 (general validation procedure for public agency action does not apply to actions to contest assessments under Municipal Improvement Act of 1915) (counsel for amici)

California Cannabis Coalition v. City of Upland (2017) 3 Cal.5th 924 (Prop. 218 requirement that general taxes appear on ballots with Council or Board seats does not apply to initiative tax proposal) (counsel for amici)

Citizens for Fair REU Rates v. City of Redding (2018) 6 Cal.5th 1 (PILOT transfer from electric utility to City's general fund did not violate Prop. 26 because wholesale revenues were sufficient to fund the PILOT)

City and County of San Francisco v. UC Regents (2019) 7 Cal.5th 536 (cities and counties may compel state agencies to collect taxes on third parties) (counsel for local government amici)

City of Hayward v. Board of Trustees of the California State University, Case No. S203939 (2015) (vacated and remanded after decision of lead case) (duty of CSU to seek funding to make feasible mitigation of impacts of expansion of CSU East Bay on fire services of City) (author of amicus support for review)

City of Oroville v. Superior Court (California Joint Powers Risk Management Authority) (2019) 7 Cal.5th 1091 (no inverse condemnation liability for sewer flooding caused by plaintiff's failure to install back water valve required by Uniform Plumbing Code)

City of Pasadena v. Superior Court (Mercury Casualty Co.) (2014) 228 Cal.App.4th 1228 (unsuccessful petition for review) (inverse condemnation liability for fallen tree)

City of San Buenaventura v. United Water Conservation District (2017) 3 Cal.5th 1191 (groundwater augmentation charge subject to Proposition 26, not 218)

Coziahr v. Otay Water District (review and depublication denied) Case No. S286596 (counsel for amicus in support of review and request for depublication of decision invalidated tiered water rates under Prop. 218)

Davis v. Fresno Unified School District (2023) 14 Cal.5th 671 (counsel for local government amici in reverse validation challenge to lease-leaseback financing of school construction found not subject to validation because proceeds did not fund debt)

George v. Superior Court (Edelson) (review denied) Case No. S267240 (constitutional privacy claim in discovery dispute)

Greene v. Marin County Flood Control & Water Conservation District (2010) 49 Cal.4th 277 (property owner ballots on property related fees under Prop. 218 not subject to ballot secrecy)

Haas v. County of San Bernardino (2002) 27 Cal.4th 1017 (County counsel's unilateral selection of temporary administrative hearing officers on an ad hoc basis violates due process) (counsel for amici)

Hamilton & High, LLC v. City of Palos Alto (review denied) Case No. S279718 (application of AB 1600 / Mitigation Fee act to parking in lieu fees; remedies for failure to make 5-year findings)

Hamilton v. Yates (review denied) Case No. S252914 (requisites of collateral order doctrine as to appealability) (principal author for amicus California Academy of Appellate Lawyers' support for review)

Hill RHF Partners v. City of Los Angeles (2021) 12 Cal.5th 458 (no duty to raise issues in assessment protest hearing under Prop. 218 before suit)

Honchariw v. County of Stanislaus Case No. S264101 (unsuccessful request to depublish Court of Appeal decision undermining short statute of limitations for Subdivision Map Act disputes)

Howard Jarvis Taxpayers Ass'n v. City of La Habra (2001) 25 Cal.4th 809 (continued imposition and collection of a utility user's tax without voter approval was an ongoing or continuous violation of Proposition 62, with statute of limitations beginning anew with each collection) (counsel for amici)

In re Transient Occupancy Cases (2016) 2 Cal.5th 151 (bed taxes do not apply to full priced charged by on-line resellers of hotel rooms) (counsel for local government amici)

Jacks v. City of Santa Barbara (2017) 3 Cal.5th 248 (supplemental franchise not a tax even though passed through to utility customers if reasonably related to value of right of way made available)

Jameson v. Desta (2018) 5 Cal.5th 594 (right of indigent civil litigants to subsidized reporter's transcript) (amicus)

Kurwa v. Kislinger (2017) 4 Cal.5th 109 (application of final judgment rule to appeal from case in which some claims were voluntarily dismissed and subject to tolling agreement) (counsel for amicus California Academy of Appellate Lawyers)

Legislature of the State of California v. Weber (Hiltachk) (2024) 16 Cal.5th 237 (amicus counsel for 11 local government associations in successful petition for original jurisdiction, pre-election review removing Taxpayer Protection and Government Accountability Act from 2024 ballot)

Leider v. Lewis (2017) 2 Cal.5th 1121 (no taxpayer standing to enforce criminal laws in challenge to confinement of elephants in LA Zoo) (counsel for local government amici)

Malott v. Summerland Sanitary District (2020) 55 Cal.App.5th 1102, Supreme Court Case No. S265367 (unsuccessful request to depublish decision allowing post hoc expert evidence in Prop. 218 challenge to sewer rates) (counsel for local government amici)

Marina Coast Water District v. California Public Utilities Commission (review denied) Case Nos. S251935, S253585 (review denied) (unusual original writs of review of PUC decision certifying EIR for desalination project)

McClain v. Sav-On Drugs (2019) 6 Cal.5th 951 (no consumer remedy for erroneous collection of sales tax) (counsel for amicus)

McWilliams v. City of Long Beach (2013) 56 Cal.4th 613 (Government Claims Act preempts local tax and fee claiming ordinances and allows class claims)

People ex rel. Lockyer v. R.J. Reynolds Tobacco Co. (2005) 37 Cal.4th 707 (tobacco company's distribution of free cigarettes violated statute regulating non-sale distribution of cigarettes) (counsel for amici)

Plantier v. Ramona Municipal Water District (2019) 7 Cal.5th 372 (exhaustion of administrative remedies not required in Prop. 218 challenge to sewer rate classification) (counsel for amici)

Richmond v. Shasta Community Services Dist. (2004) 32 Cal.4th 409 (increased capacity charge and fee for fire suppression imposed on applicants for new service connections was not an "assessment" subject to Proposition 218)

Roberts v. Coachella Valley Water District (review denied) Case Nos. S264391, 268243 (standing to challenge a water rate of which plaintiff bears only economic burden; whether expenditure of rate proceeds may be challenged under Props. 218 and 26; validity of State Water Project taxes)

San Diego Unified Port District v. California Coastal Commission (review denied) Case No. S252474 (2019) (scope of Coastal Commission review of master port plan under statute, separations of powers and charter city home rule power) *Sierra Watch v. Placer County* (2021) 69 Cal.App.5th 1, Case No. S271999
(unsuccessful request for depublication of Brown Act case)

Stone v. Alameda Health System (2024) 15 Cal.5th 1040 (wage orders presumed inapplicable to public entity employers) (counsel for amici)

Weiss v. Department of Transportation (2020) 9 Cal.5th 840 (CCP 1260.040 motion limited to eminent domain, not available in inverse condemnation)

Wilde v. City of Dunsmuir (2020) 9 Cal.5th 1105 (water rates not subject to referendum) (argued for amici)

COURT OF APPEAL FOR THE FIRST APPELLATE DISTRICT

Alameda County Taxpayers' Association, Inc. v. County of Alameda (2024) 99 Cal.App.5th 226 (successful defense of challenge to initiative special tax for children's services)

Alameda County Taxpayers' Association, Inc. v. County of Alameda (pending) Case No. A168775 (appeal from successful validation of general transactions and use tax)

Barajas v. City of Petaluma (unpublished) Case No. A165258 (appeal from challenge to failure to make adequate findings under AB 1600 as to development impact fees (counsel for amicus curiae League of California Cities and California State Association of Counties)

Brooktrails Township CSD v. Board of Supervisors (2013) 218 Cal.App.4th 195
(successfully requested publication on behalf of League of California Cities)

Brown v. City of San Rafael Case No. A156261 (appellate defense of judgment on demurrer to challenge to pension benefits based on statute of limitations) (plaintiff abandoned appeal after respondents' brief filed)

Building Industry Association v. City of San Ramon (2016) 4 Cal.5th 62 (citywide Mello-Roos district to fund supplemental municipal services to development complied with statute) (counsel for amicus League of California Cities)

City of Scotts Valley v. County of Santa Cruz (2011) 200 Cal.App.4th 97 (calculation of no- and low-property tax city subvention) (counsel for amici)

City of Vallejo v. NCORP4, Inc. (2017) 15 Cal.App.5th 1078 (City properly limited marijuana dispensary licenses to those who complied with its earlier tax)

Costeaux French Bakery, Inc. v. County of Sonoma (unpublished) Case No. A166727 (successful defense of appeal from denial of catalyst attorney fees in moot challenge to restaurant permitting fees collected during COVID shutdowns)

Essick v. County of Sonoma (2022) 80 Cal.App.5th 562 (successful defense of victory in reverse Public Records Act case involving report of investigation of misconduct by elected Sheriff)

Gluck v. City and County of San Francisco (pending) Case No. A170087 (rejected
Prop. 218 challenge to sewer fees, citing SB 321) (counsel for amici)

Green Valley Landowners Association v. City of Vallejo (2015) 241 Cal.App.4th 425 (effort to enjoin sale of part of City water utility subject to successful demurrer without leave to amend as seeking to enforce an implied contract and to compel subsidized water rates in violation of Prop. 218)

Kahan v. City of Richmond (2019) 35 Cal.App.5th 721 (collection of delinquent trash fees on tax roll does not violate Prop. 218)

Luke v. County of Sonoma (2019) 43 Cal.App.5th 301 (successful appellate defense of judgment on demurrer dismissing challenge to pension benefits awarded in 2002 claiming failure to satisfy statutory notice requirements)

McNiven v. Dreyfus (unpublished) Case No. A169867 (successful defense of dismissal of neighbor's challenge to building permits for historic hillside home)

Mission Peak Conservancy v. State Water Resources Control Board (2021) 72
Cal.App.5th 873 (SWRCB registration of small domestic water use is ministerial act exempt from CEQA)

Mission Peak Conservancy v. County of Alameda (unpublished) Case No. A165954 (successful defense of judgment defeating CEQA challenge to ministerial permits for improvement of ranch residence in Livermore Hills)

Pacific Bell Telephone v. County of Napa (pending) Case No. A170169 (application of unitary property tax to utility property)

Paland v. Brooktrails Township CSD Bd. of Directors (2009) 179 Cal.App.4th 1358 (monthly minimum water service fee for account inactivated for non-payment not subject to assessment provisions of Prop. 218) (counsel for amici)

Raddavero v. The Carvery, Inc. (settled on appeal) Case No. A166688 (appeals from multi-million-dollar treble damages award for trademark infringement and from denial of new trial motion)

Ruegg & Ellsworth v. City of Berkeley (2021) 63 Cal.App.5th 277 (SB 35 applies to mixed-use developments; standard of review of decisions excluding projects from the benefit of that pro-housing statute) (counsel for amici)

Schram v. County of Sonoma (unpublished) Case No. A167081 (defense of dismissal on demurrer of untimely challenge to erroneous sewer fees collected on tax roll)

Senior and Disability Action v. Weber (2021) 62 Cal.App.5th 357 (amicus brief for California Academy of Appellate Lawyers re appealability before final judgment of order granting or denying writ)

Silva v. Humboldt County (2021) 62 Cal.App.5th 928 (successful defense of trial court victory on scope of business license tax on cannabis cultivation)

Valley Baptist Church v. *City of San Rafael* (2021) 61 Cal.App.5th 401 (religious exemption from property taxes inapplicable to special parcel tax)

Walker v. Marin Municipal Water District (unpublished), Case No. A152048, S255268 (review denied) (exhaustion of remedies not required in Prop. 218 challenge to water rates; counsel for amici, counsel for District on remand)

COURT OF APPEAL FOR THE SECOND APPELLATE DISTRICT

AB Cellular LA, LLC v. City of Los Angeles (2007) 150 Cal.App.4th 747 (City's decision to implement federal law to expand cell tax to cover all airtime was a tax
"increase" requiring voter approval under Proposition 218 but earlier instructions to carriers enforceable to require payment of tax)

Arcadia Redevelopment Agency v. Ikemoto (1991) 16 Cal.App.4th 444 (agency challenge to application of property tax administration fees to tax increment) (counsel for amici)

Birke v. Oakwood Worldwide (2009) 169 Cal.App.4th 1540 (pervasive outdoor secondhand smoke may form the basis for private nuisance claim) (counsel for amicus California Chapter of the American Lung Association) (filed amicus brief and argued)

Broad Beach GHAD v. All Persons Interested (2022) 81 Cal.App.5th 1068 (invalidating assessment for beach restoration project under Prop. 218; upholding denial of CCP § 1021.5 fees)

California Apartment Association v. City of Pasadena (pending) Case No. B329883 (consulting counsel on defense of rent control initiative against charter revision and preemption attack)

City of Glendale v. Superior Court (Glendale Coalition for Better Government) (unpublished) Case Nos. B270135, B283819 (2016) (obtained alternate writ to reverse order allowing discovery in water rates case limited to administrative record)

City of Pasadena v. Medical Cannabis Caregivers (2018) 21 Cal.App.5th 1086 (affirmance of preliminary injunctions against unpermitted marijuana dispensaries and related judgment upholding zoning ordinance)

City of San Buenaventura v. United Water Conservation District (2022) 79 Cal.App.5th 110 (successful defense of victory in remand trial of Prop. 26 challenge to groundwater augmentation charges)

City of Torrance v. PBF Energy Western Region, LLC (settled on appeal) Case No. B323159 (defense of trial victory enforcing UUT against refinery which underpaid tax due to SCE's failure to collect as litigated in *Torrance v. Southern California Edison*).

City of Torrance v. Southern California Edison (2021) 61 Cal.App.5th 1071 (UUT applies to greenhouse gas credits)

Colyear v. Rolling Hills Community Association (2024) 100 Cal.App.5th 110 (representation of amicus in dispute regarding application of CC&Rs to regulate landscaping affecting views)

Glendale Coalition for Better Government v. City of Glendale (unpublished) Case Nos. B281994, B281991 (largely upholding Prop. 26 challenge to transfer from electric utility to general fund)

Glendale Coalition for Better Government v. City of Glendale (unpublished) Case No. B282410 (largely upholding tiered water rates against Prop. 218 challenge)

Goleta Ag Preservation v. Goleta Water District (unpublished), Case No. B277227 (successful defense of Proposition 218 challenge to tiered water rates and notice to customers not property taxpayers)

Hill RHF Partners v. City of Los Angeles (unpublished) Case No. B295181 (successful defense of Prop. 218 challenge to PBID assessment on remand from Supreme Court)

Jacks v. City of Santa Barbara (unpublished) Case No. B299297 (successful appellate defense of victory in remand trial in Prop. 218 challenge to electric franchise fee)

Newhall County Water District v. Castaic Lake Water Agency (2016) 243 Cal.App.4th 1430 (successful challenge to wholesale water rates based on use of groundwater not managed by wholesaler)

Re-Open Rambla, Inc. v. Board of Supervisors (City of Malibu) (1995) 39 Cal.App.4th 1499 (county's title to closed road vested in city upon incorporation despite city's effort to avoid accepting the street)

Ruskey v. Goleta Water District (unpublished), Case No. B275856 (successful appellate defense of successful demurrer for lack of standing in Prop. 218 challenge to water rates)

Saavedra v. City of Glendale (unpublished) (Case No. B310212) (successful defense of victory on remand of challenge to general fund transfer from power utility) *Schmeer v. County of Los Angeles* (2013) 213 Cal.App.4th 1310 (plastic bag ban ordinance provision for $0.10 fee on paper bags was not a tax under Prop. 26 because proceeds did not fund government) (counsel for local government amici)

Sipple v. City of Hayward (2014) 225 Cal.App.4th 349 (standing and claiming defenses to quasi-class refund claim for allegedly overpaid telephone taxes) (petition for review denied)

Tesoro Refining & Marketing Company v. City of Carson (pending) Case No. B335686 (support for counsel of record in appellate defense of challenge to excise tax on petroleum operations)

COURT OF APPEAL FOR THE THIRD APPELLATE DISTRICT

15700 So. McKinley Avenue Industrial Park Association v City of Lathrop (settled on appeal) Case No. C100515 (defense of victory in property owner's association suit to enforce common area maintenance fee on City utility property)

Auburn Police Officers Association v. City of Auburn (unpublished), Case No. C067972 (2013) (stipulated reversal regarding availability under MeyersMilias-Brown Act of writ review of City Council's denial of grievance from exercise of escape clause from salary increases pursuant to MOU)

City of Auburn v. Sierra Patient & Caregiver Exchange, Inc. (unpublished), Case No. C069622 (2013) (upholding preliminary injunction against medical marijuana dispensary opened in violation of zoning and business license ordinances)

City of Bellflower, et al. v. Cohen, et al. (2016) 245 Cal.App.4th 438 (self-help provisions of post-redevelopment legislation violate Prop. 22's protection for local government revenues)

City of Chula Vista, et al. v. Drager (Sandoval) (2020) 49 Cal.App.5th 539 (challenge to County's calculation of post-RDA RPTTF revenues)

City of Fountain Valley v. Cohen, et al. (unpublished) Case No. C081661 (representation of taxing agency in Successor Agency's unsuccessful appeal of post-RDA dispute with Department of Finance over recognized obligations) *City of Grass*

Valley v. Cohen, et al. (2017) 17 Cal.App.5th 567 (contract with County Transportation Commission to fund freeway interchange likely a recognized obligation of former RDA)

City of Grass Valley v. Coulter (pending) Case No. C103046 (appellate defense of successful defense of fee claim by subject of workplace violence restraining order)

City of Grass Valley v. Munds (pending) Case No. C102330 (defense of order awarding City its attorneys fees in code enforcement receivership)

City of Grass Valley v. Superior Court, Case No. C091945 (unsuccessful petition for writ review of denial of summary judgment and CCP 1260.040 motion in inverse case arising from sinkhole associated with city storm drain)

City of Gridley v. Superior Court (McMillan) (2024) 104 Cal.App.5th 1201(successful writ petition for summary judgment in takings challenge to electric rates)

City of Lakewood v. Bosler, et al., (unpublished) Case No. C078788 (2018) (appeal of post-RDA dispute with Department of Finance over recognized obligations)

City of Paramount v. Cohen, et al. (settled) Case No. C0788968 (2017) (appeal of post-RDA dispute with Department of Finance over recognized obligations)

City of Sacramento v. Wyatt (2021) 60 Cal.App.5th 373 (voter approval of general fund transfer from water, sewer, and trash enterprise funds as special tax satisfies Prop. 218)

Community Environmental Advocates v. City of Grass Valley (unpublished) Case No. C094613 (successful defense of trial court victory in CEQA challenge to mixed use development, remand of one issue)

Coulter v. Superior Court (unpublished), Case No. C100678 defense of appellate writ seeking review conviction for violation of restraining order)

County of Nevada v. Superior Court (unpublished), Case Nos. C076851, C082927 (interlocutory writ review of trial court writ of mandamus overturning use permit conditions for ridge-top residence)

County of Tehama v. Superior Court (Garst) (unpublished), Case No. C100869 (petition for writ review of denial of demurrer in challenge to SGMA regulatory fees)

Cultiva La Salud v. State of California (2023) 89 Cal.App.5th 868 (amicus support for appellate victory upholding successful public health challenge to statute preempting local soda taxes)

Davies v. Martinez (unpublished), Case No. C078986 (2018) (appeal dismissed as to our defense of summary judgment for attorney in breach of fiduciary duty claim by incarcerated former client suing in pro per)

Erickson v. County of Nevada (unpublished) Case No. C082927, *review and cert. denied* (successful appellate defense of trial victory in inverse condemnation challenge to setback requirement under ridgeline protection ordinance)

Howard Jarvis Taxpayers Ass'n v. City of Roseville (2002) 97 Cal.App.4th 637 (in-lieu franchise fee charged to water and sewer utilities for benefit of general fund violated Prop. 218) (counsel for amici on request for rehearing)

Howard Jarvis Taxpayers Association v. County of Yuba (unpublished) Case No. C090473 (successful defense of local sales tax challenged as a special tax due to ballot label)

Inyo County LAFCO v. Southern Mono Healthcare District (unpublished) Case No. C085138 (successful defense of trial court victory in dispute involving LAFCO power to regulate out-of-boundary service by healthcare district)

Lauckhart v. County of Yolo (unpublished) Case No. C092354 (successful defense of CSA fee for water services under Prop. 218)

Main Street Taxpayers Association v. Town of Mammoth Lakes (to be argued 1/27/25) Case No. C100379 (defense of trial court victory in challenge to bed tax and tourism business improvement district assessment)

Main Street Taxpayers Association v. Town of Mammoth Lakes (to be argued 1/27/25) Case No. C100449 (defense of trial court victory in challenge to business improvement assessment and hotel bed tax)

Main Street Taxpayers Association v. Town of Mammoth Lakes (unpublished) Case No. C091546 (successful defense of trial court victory in challenge to tourism business improvement district assessment)

McClure v. City of Lincoln (settled) Case No. C096238 (appellate defense of victory on demurrer applying statute of limitations to challenge to oak tree mitigation fee under Mitigation Fee Act)

Miner's Camp, LLC v. Foresthill Public Utility District (unpublished) Case No. C088828 (exhaustion of administrative remedies, statutes of limitation, propriety of attorney fees in Prop. 218 challenge to water rates) (counsel for amici)

Placer County Water Authority v. Smurro (pending) Case No. C100543 (defense of victory in quiet title action to enforce easement to allow relocation and reconstruction of canal)

Ryan v. City of Roseville (unpublished) Case No. C090903 (successful appellate defense of dismissal on demurrer in landowners' challenge to City real estate transactions)

Tracy Rural Fire District v. San Joaquin LAFCO (2022) 84 Cal.App.5th 91 (invalidating LAFCO policy requiring detachments from fire district upon annexation to City of Tracy)

Wolstoncroft v. County of Yolo (2021) 68 Cal.App.5th 327 (fee to fund new water supply for CSA valid property-related fee, not an assessment, and protests ballots mailed, but not timely received, property excluded)

COURT OF APPEAL FOR THE FOURTH APPELLATE DISTRICT, DIVISION 1 (SAN DIEGO)

Alliance San Diego v. Yes! For a Better San Diego (2023) 94 Cal.App.5th 419
(initiative special tax may be approved by simple majority)

Beck v. City of Canyon Lake (pending) Case No. D083322 (appeal from writ invalidating general utility users tax on water and sewer under Prop. 218) *California Taxpayers Action Network v. City of San Diego* (unpublished) Case No. D072987 (2018) (successful defense of dismissal on demurrer of challenge to business improvement district assessment)

Castañares v. City of Chula Vista (2024) 98 Cal.App.5th 295 (defense of petition for writ review of trial court victory in Public Records Act dispute re video footage from police drones)

Garvin v. San Diego Unified Port District (dismissed) Case No. D078578 (objector's appeal from settlement of class action challenge to airport parking fee dismissed for failure to intervene in trial court)

Howard Jarvis Taxpayers Ass'n v. City of San Diego (1999) 72 Cal.App.4th 230 (BID assessment on businesses collected as surcharge on business license tax neither levy on real property nor special tax within meaning of Proposition 218) (counsel for amici)

Jentz v. City of Chula Vista (unpublished) Case No. D055401 (2010) (consistency of specific plan with slow-growth initiative)

Patz v. City of San Diego (pending) Case. No. E083543 (amicus support in City's appeal from loss in class challenge to tiered water rates)

Plantier v. Ramona Municipal Water District (2017) 12 Cal.App.5th 856 (rev. granted) (exhaustion of administrative remedies defense to Prop. 218 challenge to sewer rates) (counsel for local government amici)

Reid v. City of San Diego (San Diego Tourism Marketing District) (2018) 24 Cal.App.5th 343 (tourism marketing assessment subject to 30-day statute of limitations, equal protection does not require registered voter election on assessment)

San Diegans for Open Government v. City of San Diego (San Diego Tourism Marketing District) (unpublished) Case No. D072181 (successful appeal from award of catalyst attorney fees in unsuccessful challenge to tourism assessment)

San Diegans for Open Government v. City of San Diego (San Diego Tourism Marketing District) (unpublished) Case Nos. D064817 (2013), D065171 (2014), D068022 (2015), D069965 (2016) (writ review of denial of demurrer to Prop. 26 challenge to renewal of tourism marketing district, discovery issues including discovery of extra-record evidence for use on the merits)

San Diegans for Open Government v. City of San Diego (57 Municipal Assessment Districts) (unpublished), Case No. D065929 (2015) (successful defense of trial court dismissal of challenge to MADs for lack of standing; successful defense of petition for review)

Stronghold Engineering, Inc. v. City of Monterey (unpublished), Case No. D082763 (successful defense of denial of 1094.5 writ to overturn penalties on contractor for violating statutes governing listing of subcontractors on bids)

Webb v. City of Riverside (2018) 23 Cal.App.5th 244 (challenge to general fund transfer from electric utility barred by 120-day statute of limitations; change of use of rate proceeds was not an "increase" triggering Prop. 26)

COURT OF APPEAL FOR THE FOURTH APPELLATE DISTRICT, DIVISION 2 (RIVERSIDE)

Albrecht v. Coachella Valley Water District (2021) 68 Cal.App.5th 692 (successful defense of trial court victory in challenge to property taxes on possessory interests on tribal land)

Beutz v. County of Riverside (2010) 184 Cal.App.4th 1516 (Landscaping and Lighting assessment engineer's report insufficient to satisfy Prop. 218)

Chino Basin Municipal Water District v. City of Ontario (unpublished) Case No. E079052 (appeal from post-judgment order in water rights adjudication allowing pools formed under judgment to bind their members to contracts)

City of Barstow v. Fortunye (settled), Case No. E035595 (implementation of decree adjudicating Mojave River)

Coachella Valley Water District v. Superior Court (Roberts) (2021) 61 Cal.App.5th 755 (obtained appellate writ petition overturning denial of demurrer in challenge to State Water Project tax)

Crystaplex Plastics, Ltd. v. Redevelopment Agency (2000) 77 Cal.App.4th 990 (supplier may recover against agency for amount of check where subcontractor received and negotiated check without knowledge, consent, or endorsement of supplier even though Agency made check to both subcontractor and supplier)

Howard Jarvis Taxpayers Association v. Powell (2024) 105 Cal.App.5th 955 (successful appeal from denial of SLAPP motion and attorney fees award)

Howard Jarvis Taxpayers Association v. Coachella Valley Water District (pending) Case No. E081996 (Prop. 26 challenge to replenishment assessment charges)

Howard Jarvis Taxpayers Association v. Coachella Valley Water District (unpublished) Case No. E078411 (successful appellate defense of victory in Prop. 218 dispute regarding interfund loan), related appeal from cost award settled in Case No. E079795

Inland Oversight Committee v. City of Ontario (2015) 240 Cal.App.4th 1140 (sustaining dismissal of Prop. 26 challenge to Tourism Marketing District Assessment for lack of standing and due to untimely appeal) (counsel for amici)

Jones v. City of Loma Linda (unpublished) (Case No. E076772) (successful defense of termination of fire captain in separation-of-functions due process challenge)

Mission Springs Water District v. Verjil (2013) 218 Cal.App.4th 892 (suit to bar initiative repeal of water rates from ballot subject to SLAPP, but SLAPP motion properly denied because evidence showed initiative would violate District's statutory duty to fund adequate water supply) (counsel for amici)

Riversiders Against Increased Taxes v. City of Riverside (2024) 104 Cal.App.5th 250 [2024 WL 3858115] (general tax placed on election contested City Council seats labelled "special" under City Charter general election for purposes of Prop. 218) (successful trial counsel and publication requestor)

Roberts v. Coachella Valley Water District (pending) Case No. E080870 (appeal from trial court ruling invalidating rates for canal water service)

San Bernardino Public Employees Association v. City of Barstow (settled), Case No. E032858 (City refusal to implement bargained for pension enhancement due to bargaining conduct of self-interested City negotiator)

Trask v. Riverside City Clerk (unpublished), Case No. E065817 (defense of election challenge to proposed charter amendment; remanded for dismissal as moot)

COURT OF APPEAL FOR THE FOURTH APPELLATE DISTRICT, DIVISION 3 (SANTA ANA)

Citizens Ass'n of Sunset Beach v. City of Huntington Beach (2012) 209 Cal.App.4th 1182 (Prop. 218 does not apply to extension of City taxes into annexation area)

City of El Cajon v. San Diego County LAFCO (unpublished), Case No. G041793 (2010) (DCA upheld challenge to denial of island annexation)

City of San Juan Capistrano v. Capistrano Taxpayers Association (2015) 235 Cal.App.4th 1493 (inclining block conservation rates failed under Prop. 218, but recovery of recycled water program costs from all customers permissible)

City of Redlands v. Rogers (pending) Case No. G063580 (appeal from writ invalidating solid waste fees for recovery of impacts on city streets)

Doe v. Johnson et al. (pending) Case No. G063220 (appeal from grant of SLAPP motion in tort case arising from wrongful use of confidential juvenile dependency report in employment litigation)

Pacific Western Bank v. City of Monterey (pending) Case No. G064672 (defense of victory on demurrer in action interpleading construction security bond)

Wetlands Restoration v. City of Seal Beach, et al. (unpublished), Case No. G010231 (1991) (defense of City's housing element)

COURT OF APPEAL FOR THE FIFTH APPELLATE DISTRICT

City of Clovis et al. v. County of Fresno (2014) 222 Cal.App.4th 1469 (interest rate applicable to repayment of PTAF following *Alhambra v. Los Angeles County*) (argued for amicus League of California Cities)

Davis v. Mariposa County Board of Supervisors (2019) 38 Cal.App.5th 1048 (successful defense of Prop. 218 challenge to fire suppression benefit assessment due to appellant's failure to timely appeal)

Foster Poultry Farms, Inc. v. City of Livingston, Case No. F059871 (appeal dismissed by City following recall of Council majority) (procedures for increase in water rates under Proposition 218) (co-author of amicus brief)

Howard Jarvis Taxpayers Ass'n v. City of Fresno (2005) 127 Cal.App.4th 914 (transfer from utility enterprise to general fund pursuant to voter-approved charter provision as payment in lieu of property taxes violated Proposition 218's restrictions on use of property related fees)

Neilson v. City of California City (2005) 133 Cal.App.4th 1296 (flat-rate parcel tax not an unconstitutional general tax, but rather a special tax dedicated to specific purposes; equal protection does not entitle absentee landowners to vote) (counsel for amici)

Vagim v. City of Fresno Case Nos. F068541, F068569, F069963 (multiple writs re initiative to lower water rates)

Court of Appeal for the Sixth Appellate District

Award Homes v. County of San Benito (2021) 72 Cal.App.5th 290 (development impact fee payable on annexation protected from developer's challenge by validation statute of limitations)

Bay View Community DE, LLC v. Marina Coast Water District (settled on appeal; stipulated reversal granted) Case No. H050456 (defense of trial court victory regarding tiered water rates, title to mobile home park water distribution system, and penalties and interest ordinances)

BMC Promise Way, LLC v. County of San Benito (2021) 72 Cal.App.5th 279 (development impact fee payable on annexation protected from developer's challenge by validation statute of limitations)

Citizens for Responsible Open Space v. San Mateo County LAFCO (2008) 159 Cal.App.4th 717 (rejecting procedural challenges to annexation to open space district) (ghost-writer of amicus brief for CALAFCO)

City of Half Moon Bay v. Granada Community Services District (unpublished) Case No. H049896 (successful appeal from summary judgment granting declaratory relief as to regional sewer joint powers agreement)

City of Palo Alto v. Green (unpublished) Case No. H049436 (successful motion for stipulated reversal to settle appeal and cross-appeal from partial victory in Prop. 26 challenge to general fund transfers from gas and electric utilities)
County of San Benito v. Scagliotti (unpublished) Case No. H045887 (recoupment of costs to defend former Supervisor in conflict-of-interest case finding him to have engaged in knowing misconduct)

Eiskamp v. Pajaro Valley Water Management Agency (2012) 203 Cal.Ap.4th 97 (challenge to groundwater charge barred by res judicata effect of earlier settlement) (successfully opposed review and depublication)

Griffith v. Pajaro Valley Water Management Agency (2013) 220 Cal.App.4th 856 (successful defense of Proposition 218 challenge to groundwater augmentation charges)

Hobbs v. City of Pacific Grove (2022) 85 Cal.App.5th 311 (successful appellate defense of trial court victory in challenge to regulation of short-term rentals)

Holloway v. Showcase Realty Agents, Inc. (2018) 22 Cal.App.5th 758 (taxpayer had standing to assert Government Code § 1090 claim against Water District and former director; overruled by subsequent case law)

Holloway v. Vierra, Case Nos. H044505, H044800 (unpublished) (defense of taxpayer's Political Reform Act claims against former Water District director; appeal of attorney fee award)

Monterey Peninsula Taxpayers Assn v. Monterey Peninsula Water Management District (unpublished), Case No. H042484 (appeal from successful defense of District's refusal to place referendum on ballot to repeal water supply charge)

Monterey Peninsula Taxpayers Assn v. Monterey Peninsula Water Management District (unpublished), Case No. H051128 (appeal from order invalidating water supply charge under ordinance's sunset provision)

Rose v. County of San Benito (2022) 77 Cal.App.5th 688 (successful appeal reversing writ enforcing implied contract for life-time retiree medical benefits) *Stronghold Engineering, Inc. v. City of Monterey* (2023) 96 Cal.App.5th 1203 (application of Government Claims Act to declaratory relief on claim for construction delay penalties)

Office of the
South Gate City Clerk

MAR - 6 2025

FILED 12:00 PM

Item No. 7

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: ***March 11, 2025***

Originating Department: ***Police***

Department Director: *Darren Arakawa* *City Manager* *Rob Houston*

SUBJECT: AGREEMENT WITH SDI PRESENCE LLC FOR SUPPLEMENTAL IT SUPPORT SERVICES FOR THE POLICE DEPARTMENT

PURPOSE: To approve an amendment to the agreement with SDI Presence LLC for interim IT staffing and support services.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 1 ("Amendment No. 1") to the Agreement for Professional Services for Supplemental Information Technology Support Between the City of South Gate and agreement SDI Presence LLC, Contract No. 2024-31-CC ("Agreement") to provide additional on-site supplemental IT support to the Police Department for four months; and
b. Appropriating $66,544 from the General Fund balance to 100-513-21-6101; and
c. Authorizing the Mayor to execute the agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: Funds for this Amendment No. 1 were not included in the Fiscal Year (FY) 2024/25 Budget. Therefore, if the City Council approves this project, funds in the amount of $66,544 will need to be appropriated in FY 2024/25 from the General Fund balance. This cost will be offset by savings related to personnel vacancies within (2) Crime Scene Forensic Specialist positions at the Police Department which will not be filled.

ANALYSIS: The scope of work covered by Amendment No. 1 was explored as an option for interim IT support, pending the hiring of a replacement Technical Services Manager for the Police Department. The Police Department's current Technical Services Manager will be vacating his position effective March 14, 2025. The Technical Services Manager is the sole point of support for all of the Police Department's technical related services and is a critical component of the Police Department's day-to-day operations.

BACKGROUND: On April 9, 2024, the City Council approved the Agreement with SDI Presence LLC., for supplemental IT support. That agreement resulted from an RFP process that was released on September 7, 2023. This supplemental agreement would authorize SDI Presence LLC, to provide additional services to the Police Department for a four-month period.

ATTACHMENTS:

A. Amendment No. 1 to Agreement, including Cost Proposal from SDI Presence LLC dated March 4, 2025, to provide support services for the Police Department.

B. Agreement with SDI Presence LLC., Contract No. 2024-31-CC*

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

AS13772.0860664 4926-5886-6724v1

AMENDMENT NO. 1 TO CONTRACT NO. 2024-31-CC FOR PROFESSIONAL SERVICES FOR SUPPLEMENTAL INFORMATION TECHNOLOGY SUPPORT BETWEEN THE CITY OF SOUTH GATE AND SDI PRESENCE LLC

This Amendment No. 1 to Contract No. 2024-31-CC for Professional Services for Supplemental Information Technology Support is made and entered into on March 11, 2025, by and between the City of South Gate, a municipal corporation ("City"), and SDI Presence, LLC, a Delaware corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as "Party" and collectively referred to a "Parties."

RECITALS

WHEREAS, on April 9, 2024, the City Council approved Contract No. 2024-31-CC with Consultant ("Agreement"), to provide IT support services for a of one (1) year term, through and including April 9, 2025, in an amount not to exceed **One Hundred Four Thousand Eight Hundred Dollars ($104,800);**

WHEREAS, the parties desire Amendment No. 1 to the Agreement ("Amendment No. 1") to extend the term of the Agreement and Amendment No. 1 to and including December 31, 2025;

WHEREAS, City and Consultant also desire to execute Amendment No. 1, effective March 12, 2025, to continue providing as needed IT services identified in Exhibit "A", attached hereto, under the terms and conditions of the Agreement, and Amendment No. 1. in the amount of Sixty Six Thousand Five Hundred Forty-Four Dollars ($66,544), for an aggregate total not to exceed the sum of One Hundred Seventy One Three Hundred Forty Four Dollars ($171,344)

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

1.0 TIME EXTENSION. Consultant agrees to extend its services from April 9, 2025 to and including December 31, 2025, or until such time as the City desires that such on call IT services are no longer necessary.

2.0 ADDITIONAL SCOPE AND COMPENSATION. Consultant agrees to provide additional services as outlined in Exhibit "A," attached hereto, in the amount of Sixty Six Thousand Five Hundred Forty Four Dollars, for an aggregate total not to exceed the sum of **One Hundred Seventy One Three Hundred Forty Four Dollars ($171,344).**

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

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

CITY OF SOUTH GATE

By: _____
Maria Davila, Mayor

ATTESTED:

By:_____
Yodit Glaze, City Clerk
(SEAL)

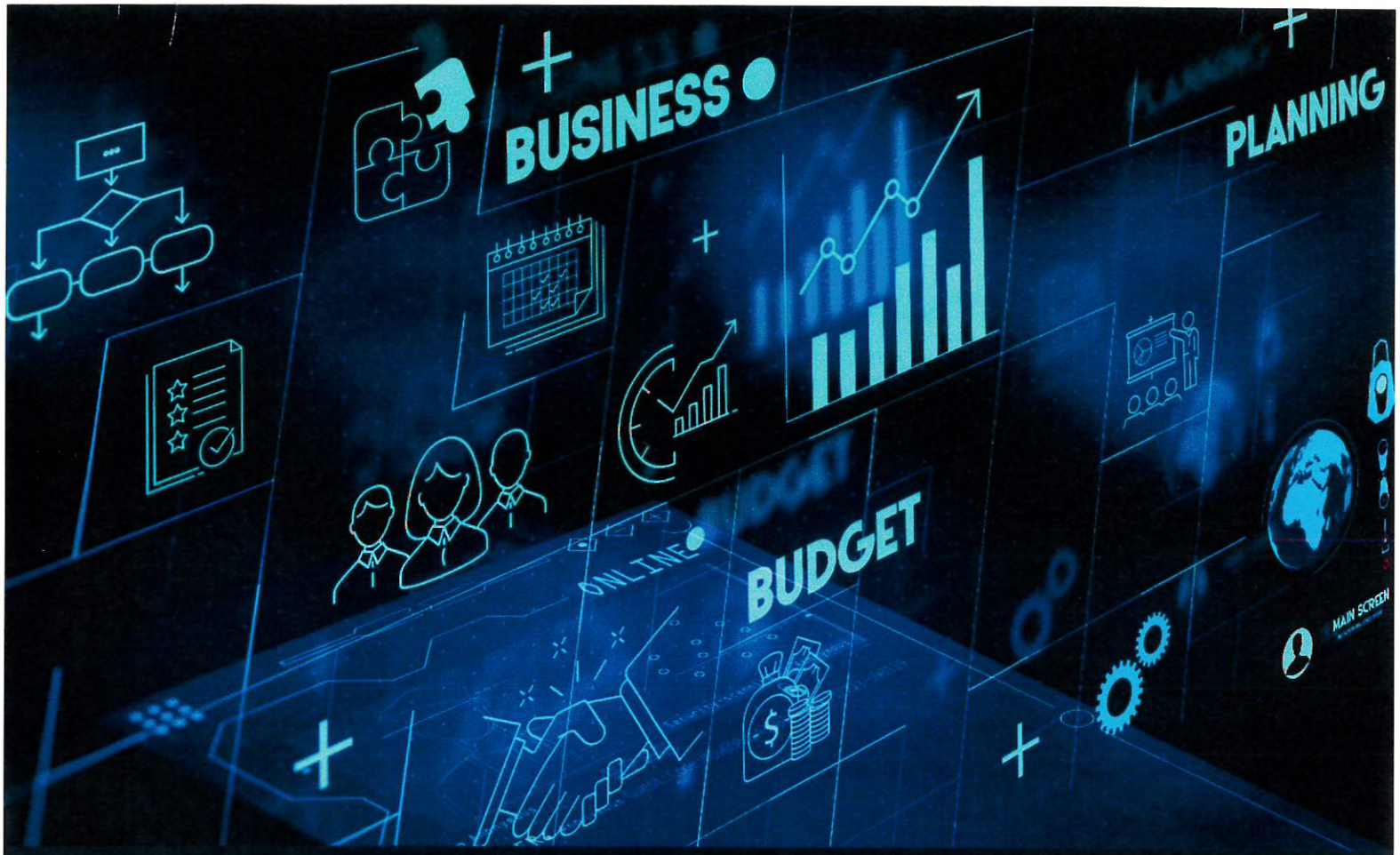
APPROVED AS TO FORM:

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

SDI PRESENCE LLC

By:_____
Sharee L. Wolff, Chief Financial Officer

Dated:_____



Cost Proposal Prepared for

City of South Gate

PD IT Staffing

Reference – Quote 0001-Renewal

March 4, 2025

Respectfully Submitted By:

SDI

SDI PRESENCE LLC

Phil Danie
Senior Vice President

Email: pdanie@sdipresence.com
Phone: 949-836-3351

Exhibit "A"

5

SDI PRESENCE LLC

TABLE OF CONTENTS

Cover Letter 2

Executive Summary 3

Cost Proposal 6

Cover Letter

March 4, 2025

City of South Gate
8650 California Ave
South Gate, CA 90280
Attn: Rob Houston

Reference: PD IT Staffing

Mr. Houston,

SDI Presence is pleased to provide the City of South Gate with this cost proposal to provide IT staffing and managed services for the police department.

This cost proposal includes all services and materials necessary to perform the SOW and is valid for a minimum of 90 days.

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 180 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, virtual CIO, and Implementation Support Services. We have extensive experience with public safety software and systems. Our team is comprised of highly qualified IT specialists with experience supporting municipal 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. Managed IT is the largest pillar of our company's service offerings and SDI has never been replaced by another vendor in a managed services account.

We are looking forward to this opportunity to work with the City on this project. Please feel free to contact me if you have any questions regarding our cost proposal.

Sincerely,

Phillip Danie

Phil Danie
Senior Vice President
SDI Presence LLC (Anaheim Office)
4368 E. La Palma Ave.
Anaheim, CA 92807
Email: pdanie@sdipresence.com
Telephone: 949-836-3351
Website: https://www.sdipresence.com

SDI
SDI PRESENCE LLC

EXECUTIVE SUMMARY

Executive Summary

SDI is an IT consultancy and managed services provider (MSP) that leverages its strong team presence to advance our clients to a secure digital enterprise. With a 25+-year corporate resume, SDI delivers strategic managed services, IT consulting, and hybrid infrastructure solutions to optimize our clients' technology environments. SDI is a certified Minority Business Enterprise (MBE), with a portfolio of clients that includes some of the nation's largest airports, utilities, commercial real estate portfolios, and government agencies.

SDI PRESENCE Snapshot

- 25+ year resume
- 300+ employees
- Low 13% employee turnover
- 98% customer satisfaction rating
- Financially stable 3A2 D&B Rating

SDI delivers a deep technical presence through a local delivery model to achieve customer confidence and success. SDI is headquartered in Chicago, Illinois with regional offices in Los Angeles, Anaheim, and Sacramento, California.

SDI's core services include:

CONSULTING	TECHNOLOGY DELIVERY			PRESENCE℠ MANAGED SERVICES
	APPLICATIONS	INFRASTRUCTURE	SECURITY	
• IT Strategic Planning • IT/Project Assessments • IT Governance • IT Portfolio Management/ Project Management Office • Organizational Change Management • Interim CIO/CTO • Digital Transformation Services • Analytics/ Business Intelligence	• Requirements Assessment • Selection and Procurement • Business Process Reengineering • QA/Testing • Project Management • Implementation and Integration	• Network Engineering • Data Center • Hybrid Cloud • Hyperconverged Infrastructure/ Software Defined Data Center (SDDC) • VoIP Services	• Organization Policies and Procedures • Enterprise Vulnerability Assessments • Cyber Awareness Training • Cyber Remediation Services • Incident Response Planning • Disaster Recovery/ Business Continuity • Identity Management • Integrated Public Safety Systems	• ITSM Service Desk • IT Infrastructure Managed Services • Enterprise Application Managed Services • Managed Security Services • Public Safety Systems Managed Services • Real Estate Data Managed Services • Virtual CIO

SDI offers a broad technical skill set to our clients, offering deep expertise in each stage of the traditional or cloud-based systems lifecycle. SDI brings a well-rounded team of professional business consultants, certified technicians, and years of mission-critical IT experience to each of our client engagements.

SDI
SDI PRESENCE LLC

Unmatched Technical & Industry Expertise.



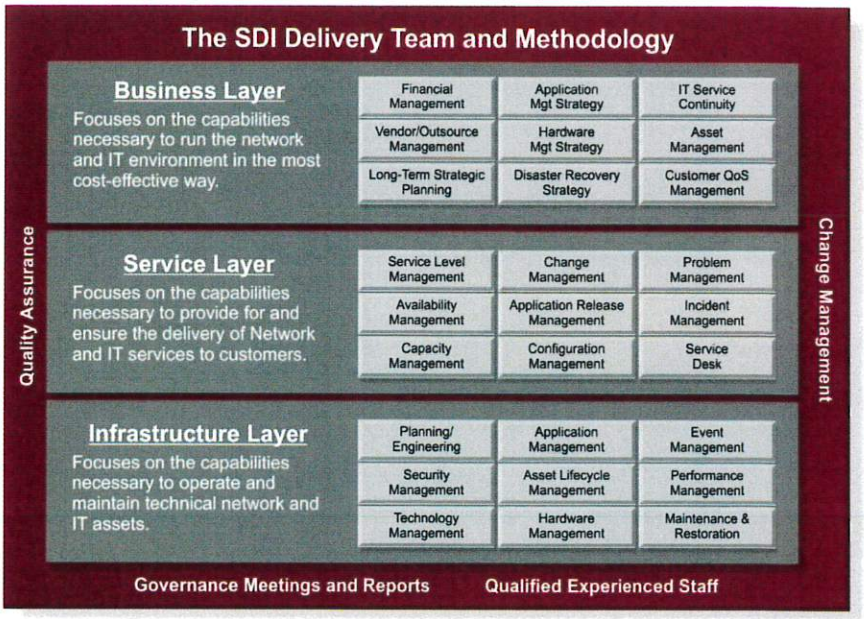
SDI teams bring executive presence and diverse perspective to our clients' most complex projects. Our team of professionals bring previous experience gained from running large IT operations and multimillion-dollar IT projects.

Together, the SDI Team has an extensive history of running complex, 24×7 mission-critical IT environments that demand both a broad and deep IT expertise and unwavering commitment to performance excellence – from a comprehensive IT Assessment for a local municipality, to enterprise cybersecurity remediation at a utility, to a 24x7x365 IT managed services program across a large city transit authority.

We bring industry subject matter expertise, technical certifications and methodologies, and a desire to make a positive impact at our clients.

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 PRESENCE LLC

Certifications

The following tables highlight some of SDI personnel relevant information technology and business management certifications.

Certification	No. of Staff with Each Certification
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
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

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
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

Certification	No. of Staff with Each Certification
Lean Six Sigma LSSBB	5
Lenel Cert Assoc	1
Microsoft Azure Admin	2
Microsoft MCAS	1
Microsoft MCDST	1
Microsoft MCP	6
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 Mgmt.	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

Presence. For Our Clients, Colleagues and Community.

Our commitment to presence achieves a confidence, connectivity, and conduit for value creation that is unmatched in our space.

Every day, the SDI Team's presence is demonstrated by constantly and consistently being:

- **Focused**: in giving our full attention and energy to our shared goals and the task at hand.
- **Alert**: of industry trends, technical opportunities, and potential risks.
- **Mindful**: as we listen, engage, and communicate – to inform our decisions and better outcomes.
- **Invested**: professionally, personally, and economically in our work.
- **Local**: in our physical energy to build deep relationships and provide outstanding support.
- **YOU**: taking the time to care for ourselves and our significant others.

Hours/Days When Normal Service is Available

Normal service is available Monday through Friday, 7:30 AM to 6:00 PM. Additional hours for special projects or meetings, are to be agreed upon by both parties via a Scope of Work and billed using our rate table. We also understand the need for emergency service 24 hours a day, 7 days a week, and there is no rate surcharge for such services. After hours support is included in the monthly cost.

SDI PRESENCE LLC

COST PROPOSAL

Cost Proposal

SDI Presence is pleased to provide our Cost Proposal for IT staffing and managed services. Our Cost Proposal is based on our experience in conducting similar tasks with other municipality clients. SDI's Cost Proposal is based upon the agreed to level of effort, associated expenses, and the mix of resources required to complete the tasks defined in scope of work issued under this contract. Our total project prices are inclusive of all time, materials, and other expenses necessary. Any additional resources or subject matter experts shall be provided at rate listed in the included rate table.

SDI Presence will provide resources based on the chart below for on-site and remote support for a minimum of 33 hours per week. Additional resources are also available for on-site or remote support based on the rate table.

Below is a Project Cost Summary and rate card

33 hours per week for a monthly total of $16,636

Position	Weekly Hours
System Engineer II	28
System Engineer III	2
Network Engineer	2
Certified Security Specialist	1

SME Title	Remote Hourly Rate	On-Site Hourly Rate	After-Hours Emergency Rate
System Engineer I	$98	$98	$98
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

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.

Office of the
South Gate City Clerk

MAR - 6 2025
FILED
7:55am

Item No. 8

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 11, 2025**

Originating Department: **Public Works**

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

SUBJECT: GRANT DEED OF RIGHT-OF-WAY DEDICATION AT 9722 SAN ANTONIO AVENUE FOR STREET PURPOSES FROM PLAZA COMMUNITY SERVICE, LLC.

PURPOSE: To approve the grant deed for the right-of-way dedication to the City of South Gate ("City") for street purposes, in connection with the development at 9722 San Antonio Avenue, at no cost to the City.

RECOMMENDED ACTIONS: The City Council will consider:

a. Accepting a Grant Deed from Plaza Community Service, LLC., to secure right-of-way for street purposes as a part of the development located at 9722 San Antonio Avenue, at no cost to the City; and
b. Authorizing the Mayor to execute the Grant Deed in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact. The Grant Deed dedication will be made at no cost to the City. While the property being dedicated has monetary value, it will be deeded to the City at no cost.

ANALYSIS: The City has the legal authority to require developers to dedicate land for public streets as part of the entitlement and approval process for new projects. This authority is granted by South Gate Municipal Code Chapter 5.32, California Government Code Section 37354 (which allows cities to acquire property for public use), and California Government Code Section 66475 (which permits land dedications for streets, utilities, and other public purposes as part of development approval).

As part of this process, the Department of Public Works ("Department") established conditions of approval for the development at 9722 San Antonio Avenue. One of these conditions required a right-of-way dedication at the corner of San Antonio Avenue and Missouri Avenue to accommodate the construction of a handicap-accessible ramp in compliance with current standards. This requirement aligns with the City's legal authority under the aforementioned laws.

BACKGROUND: The proposed development is located at the intersection of San Antonio

Avenue and Missouri Avenue. Currently, the existing corner does not have sufficient right-of-way to accommodate a handicap-accessible ramp that meets current standards. To address this, a right-of-way dedication of 33 square feet will be provided, allowing for the construction of a compliant curb ramp. The curb ramp will be constructed by the development as part of the project.

Resolution No. 6536, adopted on November 9, 1999, authorizes the Mayor to accept the grant deed dedications without City Council approval. However, since the Resolution is over 25 years old, staff recommends that the grant deed dedication be accepted through City Council action.

ATTACHMENTS: A. Grant Deed –Plaza Community Service, LLC– 9722 San Antonio Ave.
B. Resolution No. 6536

GD:lc

RECORDING REQUESTED BY:
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

This Space for Recorder's Use Only

Documentary Transfer Tax: None

The undersigned grantor(s) declare(s): This conveyance is for the benefit of the City of South Gate and as such is entitled to a free recording in accordance with government code 27383 and 6103 and is exempt from payment of documentary transfer tax in accordance with revenue and taxation code 11922

Assessor's Parcel Number(s): 6209-022-031

Site Address: 9722 San Antonio Avenue
South Gate, CA 90280

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, **Plaza Community Services**, a California Limited Liability Company or Corporation ("Grantor"), as the owner of the herein-described real property, does hereby grant, convey and transfer to the **CITY OF SOUTH GATE**, a California Municipal Corporation ("Grantee"), all Grantor's right, title and interest in and to that certain real property described in Exhibit A and depicted on Exhibit B, each of which are attached hereto and by this reference made part hereof.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of November 11, 2024.

Plaza Community Services

By: _____
Name: Richard Joseph Esquivel
Title: Executive Director

Attach Notary Acknowledgment

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On November 13, 2024 before me, Mun Suk Ahn, Notary Public,
(insert name and title of the officer)

personally appeared Michael Joseph Gonzalez

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.

MUN SUK AHN
COMM. # 2445613
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. MAY 28, 2027

Signature _____ (Seal)

* Grant Deed
APN: 6209-022-031

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
CORNER CUT STREET DEDICATION

THAT PORTION OF LOT 178 OF TRACT 4707, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

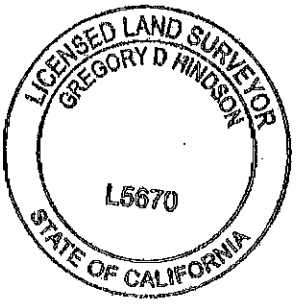
BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 8.10 FEET;
THENCE SOUTHWESTERLY IN A DIRECT LINE TO A POINT ON SAID WESTERLY LINE OF SAID LOT DISTANT SOUTHERLY 8.10 FEET FROM THE NORTHWESTERLY CORNER;

THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

DEDICATION CONTAINS 33 SQUARE FEET

EXHIBIT B IS INCLUDED HEREIN AND MADE A PART HEREOF.

DESCRIPTION PREPARED BY:

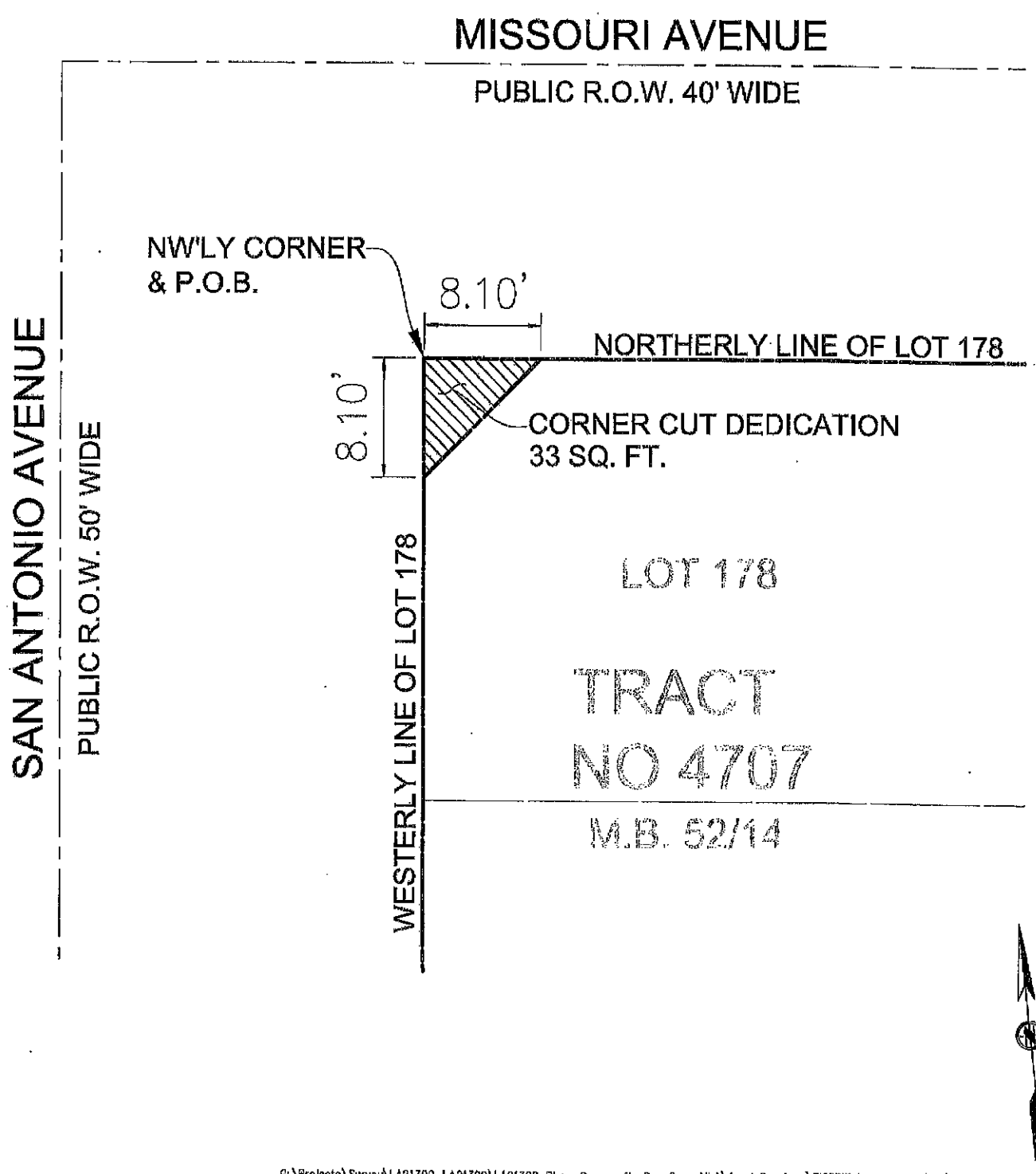


DATED: OCTOBER 23, 2024

GREGORY D. HINDSON, PLS 5670

FOR AND ON BEHALF OF MOLLENHAUER GROUP

EXHIBIT "B"
PLAT



G:\Projects\Survey\LA21300-LA21399\LA21308_Plaza Community Day Care_MLA\Acad Drawings\EXHIBIT.dwg Date:10/23/24 02:03p mkhudaye

MOLLENHAUER GROUP
213 624 2661 TEL.
818 937 9899 TEL.
919 W. GLENOAKS BLVD 2ND FL.
GLENDALE CALIFORNIA 91202
WWW.MOLLENHAUERGROUP.COM
CIVIL ENGINEERING
SURVEYING+MAPPING
LAND DEVELOPMENT

EXHIBIT B	PREPARED FOR: MLA

DATE:	OCTOBER 1, 2024
JOB #	LA21308
DRAWN	MK
SCALE	1"=10'

SHEET 1 OF 1

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed by the deed or grant dated November 11, 2024 from **Plaza Community Service, LLC**, to the **City of South Gate**, California, a municipal corporation, is accepted by the Mayor of the City of South Gate on behalf of the City Council of South Gate, California on March 11, 2025 pursuant to authority conferred by, Resolution No. 6536 adopted on November 9, 1999, and the grantee consents to the recordation thereof by its duly appointed officer.

CITY OF SOUTH GATE
a California Municipal Corporation

By:_____
Maria Davila, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:_____
Raúl F. Salinas, City Attorney

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 _____, before me, _____, a notary public, personally appeared _____, 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 _____ (Seal)

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 _____, before me, _____, a notary public, personally appeared _____, 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 _____ (Seal)

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 _____, before me, _____, a notary public, personally appeared _____, 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 _____ (Seal)

RESOLUTION NO. 6536

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

A RESOLUTION OF THE SOUTH GATE CITY COUNCIL AUTHORIZING THE MAYOR OF THE CITY OF SOUTH GATE TO ACCEPT OR REJECT ANY OFFERS OF DEDICATION OF REAL PROPERTY FOR STREETS, PATHS, ALLEYS, PUBLIC UTILITY EASEMENTS OR OTHER PUBLIC PURPOSES

WHEREAS, California Government Code Section 37354 authorizes a city to acquire real property by gift, bequest, or devise.

WHEREAS, pursuant to California Government Code Section 66475, a city may require, as a condition of its approval of a land entitlement, the dedication of real property for the purpose of streets, paths, alleys, drainage, public utility easements, other public easements or other public purposes.

WHEREAS, a dedication of real property is not effective, and no title shall pass to a city, until a resolution of acceptance by the legislative body, or an acceptance of dedication on a final map, is filed in the office of the county recorder.

WHEREAS, for purposes of ease and convenience relating to the process of any offer of dedication of real property, the City Council desires to have the Mayor accept, accept subject to improvement, or reject any offer of dedication of said property, on behalf of the City of South Gate, so as to benefit the City's general public welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE HEREBY FINDS, DETERMINES, AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council authorizes the Mayor, on behalf of the City Council of the City of South Gate, to accept, accept subject to improvement, or reject any offer of dedication of real property for streets, alleys, drainage, public utility easements, other public easements, or other public purposes.

SECTION 2. The City Clerk shall attest and certify to the passage and adoption of this Resolution, which shall become effective the date of its adoption.

SECTION 3. The City Clerk is hereby directed and authorized to transmit a certified copy of this Resolution to the office of the county recorder in which the real property is located.

PASSED, APPROVED and **ADOPTED** this 9th day of November 1999.

HENRY C. GONZALEZ, MAYOR

ATTEST:

NINA BAÑUELOS, CITY CLERK (SEAL)

APPROVED AS TO FORM:

ARNOLD ALVAREZ-GLASMAN,
CITY ATTORNEY

Office of the
South Gate City Clerk

MAR - 6 2025

FILED 7:55 am

Item No. 9

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 11, 2025**
Originating Department: **Parks & Recreation**

Department Director: Steve Costley *Steve Costley* ***City Manager:*** *Rob Houston*

SUBJECT: APPROPRIATION OF UNIVERSAL WASTE SYSTEMS ("UWS") COMMUNITY FUNDING FOR CALENDAR YEARS 2023, 2024 & 2025.

PURPOSE: To make official appropriation of the UWS Community Funding listed in their contract for accounting purposes.

RECOMMENDED ACTIONS: The City Council will consider:

a. Appropriate $149,000 from the United Waste Systems ("UWS") Contract No. 2022-54-CC with the City of South Gate to account number 100-401-61-6308 (Community Engagement) to fund the UWS Community Funding program; and
b. Authorize the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage the program.

FISCAL IMPACT: The General Fund appropriation of $149,000 will be offset by reimbursements from UWS and therefore have a neutral impact to the General Fund Balance.

BACKGROUND: On July 12, 2022, the City of South Gate ("City") signed a Franchise Agreement with UWS for trash services in the City. As part of this agreement UWS agreed to the following:

EXHIBIT B4 – CITY SERVICES

17. Annual Contribution for Sponsorships and Donations to City Events

Contractor shall contribute a minimum of one-hundred and twenty thousand dollars ($120,000) per calendar year to the City in donation to City and community events which may include, but are not limited to, sponsorships, donations to community or school events, City functions, and school district events/programs. Contractor shall receive direction from the City regarding the distribution of these funds.

Total contributions from calendar year 2023, 2024, 2025 in the amount of $360,000 less Community events directly paid by UWS are being appropriated into the Community Engagement account of the Parks & Recreation Department as part of the contract agreement. UWS has directly paid $52,625 leaving a residual balance of $307,375 for the Parks & Recreation Department to program. Future calendar year contributions will be assigned through the normal City budget process each year.

ATTACHMENT: Universal Waste Systems ("UWS") Contract

EXCLUSIVE FRANCHISE AGREEMENT

BETWEEN

CITY OF SOUTH GATE

AND

UNIVERSAL WASTE SYSTEMS, INCORPORATED

FOR

RECYCLING, ORGANICS, AND SOLID WASTE COLLECTION

AND

RECYCLING, ORGANICS, AND C&D PROCESSING SERVICES

JULY 12, 2022

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Table of Contents

TABLE OF CONTENTS i

LIST OF EXHIBITS iv

RECITALS 1

ARTICLE 1. GRANT AND ACCEPTANCE OF FRANCHISE 2

1.1 GRANT AND ACCEPTANCE OF FRANCHISE 2
1.2 LIMITATIONS TO THE FRANCHISE 2
1.3 OBLIGATIONS OF PARTIES 4

ARTICLE 2. TERM OF AGREEMENT 5

2.1 TERM AND OPTION TO EXTEND 5
2.1.1 OPTION TO EXTEND TERM 5
2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT 5
2.3 DELEGATION OF AUTHORITY 6

ARTICLE 3. SCOPE OF AGREEMENT 6

3.1 SUMMARY SCOPE OF SERVICES 6
3.2 USE OF APPROVED FACILITIES 7
3.3 SUBCONTRACTING 7
3.4 RESPONSIBILITY FOR MATERIALS 7
3.5 CITY-DIRECTED CHANGES TO SCOPE 8

ARTICLE 4. SCOPE OF SERVICES 8

4.1 RECYCLABLE AND ORGANIC MATERIALS 9
4.2 SOLID WASTE 11
4.3 BULKY ITEMS AND REUSABLE MATERIALS 11
4.4 CITY SPONSORED EVENTS 12
4.5 PUBLIC EDUCATION AND OUTREACH 13
4.6 BILLING 13
4.7 CUSTOMER SERVICE PROGRAM 15
4.7.1 PROGRAM REQUIREMENTS 15
4.7.2 MISSED COLLECTIONS 17
4.7.3 SB 1383 NON-COMPLIANCE COMPLAINTS 18
4.8 ACCESS TO CUSTOMER SERVICE AND BILLING SYSTEMS 18
4.9 SERVICE EXEMPTIONS 18
4.9.1 GENERAL EXEMPTIONS 18
4.9.2 COMMERCIAL AND MULTI-FAMILY CUSTOMER WAIVERS 18
4.9.3 CONTRACTOR SERVICE EXEMPTIONS 20
4.10 CONTAMINATION MONITORING 20
4.10.1 ANNUAL ROUTE REVIEWS 20
4.10.2 WASTE CHARACTERIZATION STUDIES 24
4.11 ROUTE AUDIT 26

ARTICLE 5. STANDARD OF PERFORMANCE 27

5.1 GENERAL 27
5.2 OPERATING HOURS AND SCHEDULES 27
5.3 COLLECTION STANDARDS 28

5.4 TRANSFER AND PROCESSING STANDARDS 30
5.4.1 EQUIPMENT AND SUPPLIES 30
5.4.2 SCALES AND WEIGHING 31
5.5 COLLECTION VEHICLE REQUIREMENTS 31
5.6 CONTAINER REQUIREMENTS 33
5.7 PERSONNEL 36
5.8 HAZARDOUS WASTE INSPECTION AND HANDLING 38
5.9 CONTRACT MANAGEMENT 39
5.10 ENVIRONMENTALLY PREFERABLE PURCHASING 39
5.11 LOCAL PURCHASING PREFERENCE 40
5.12 MINIMUM DIVERSION REQUIREMENTS 40

ARTICLE 6. RECORD KEEPING AND REPORTING 41

6.1 RECORD KEEPING 41
6.2 REPORT SUBMITTAL REQUIREMENTS 42
6.3 PERFORMANCE REVIEW 42
6.4 PERFORMANCE SATISFACTION SURVEY 43
6.5 BIENNIAL AUDIT 43
6.5.1 PAYMENTS AND REFUNDS 44

ARTICLE 7. CITY FEES 44

7.1 FRANCHISE FEE 44
7.1.1 ADJUSTMENT TO FRANCHISE FEE 45
7.2 AB 939/SB 1383 REIMBURSEMENT 45
7.3 ADJUSTMENT TO AB 939/SB 1383 REIMBURSEMENT 45
7.4 PAYMENT SCHEDULE AND LATE FEES 45
7.5 CONTRACTING FEE 45
7.6 OTHER FEES 45
7.7 DISCONTINUANCE OF FEES 46

ARTICLE 8. CONTRACTOR'S COMPENSATION AND RATE SETTING 46

8.1 GENERAL 46
8.2 INITIAL RATES 46
8.3 SCHEDULE OF FUTURE ADJUSTMENTS 46
8.4 METHOD OF ADJUSTMENTS 47
8.4.1 GENERAL 47
8.4.1.1 INDEMNIFICATION 47
8.4.2 RATE ADJUSTMENT CALCULATION 47
8.5 EXTRAORDINARY ADJUSTMENTS 47

ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND 48

9.1 INDEMNIFICATION 48
9.2 INSURANCE 51
9.3 FAITHFUL PERFORMANCE BOND 53
9.4 FAITHFUL PERFORMANCE LETTER OF CREDIT 53
9.5 FORFEITURE OF PERFORMANCE BOND 53
9.6 FORFEITURE OF LETTER OF CREDIT 54
9.7 PERFORMANCE SECURITY BEYOND SERVICE TERM 54

ARTICLE 10 54

CITY'S RIGHT TO PERFORM SERVICE 54

10.1 GENERAL 54
10.2 TEMPORARY POSSESSION OF CONTRACTOR'S PROPERTY 55
10.3 BILLING AND COMPENSATION TO CITY DURING CITY'S POSSESSION 55
10.4 CITY'S RIGHT TO RELINQUISH POSSESSION 56
10.5 CITY'S POSSESSION NOT A TAKING 56
10.6 DURATION OF CITY'S POSSESSION 56
10.7 DISASTER PREPAREDNESS PLAN 56

ARTICLE 11. DEFAULT AND REMEDIES 57

11.1 EVENTS OF DEFAULT 57
11.2 CONTRACTOR'S RIGHT TO CURE; RIGHT TO TERMINATE UPON EVENT OF DEFAULT 59
11.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT 59
11.4 POSSESSION OF RECORDS UPON TERMINATION 60
11.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE 60
11.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES 60
11.7 EXCUSE FROM PERFORMANCE 67
11.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE 68
11.9 DISPUTE RESOLUTION 68

ARTICLE 12. REPRESENTATIONS AND WARRANTIES OF THE PARTIES 69

12.1 CONTRACTOR'S CORPORATE STATUS 69
12.2 CONTRACTOR'S CORPORATE AUTHORIZATION 69
12.3 AGREEMENT WILL NOT CAUSE BREACH 69
12.4 NO LITIGATION 70
12.5 NO ADVERSE JUDICIAL DECISIONS 70
12.6 NO LEGAL PROHIBITION 70
12.7 CONTRACTOR'S ABILITY TO PERFORM 70

ARTICLE 13. OTHER AGREEMENTS OF THE PARTIES 70

13.1 RELATIONSHIP OF PARTIES 70
13.2 COMPLIANCE WITH LAW 71
13.3 GOVERNING LAW 71
13.4 ARBITRATION 71
13.5 BINDING ON SUCCESSORS 71
13.6 ASSIGNMENT 71
13.7 NO THIRD-PARTY BENEFICIARIES 73
13.8 WAIVER 73
13.9 AFFILIATED COMPANIES 73
13.10 TRANSITION TO NEXT CONTRACTOR 73
13.11 CONTRACTOR'S INVESTIGATION 74
13.12 CONDEMNATION 74
13.13 NOTICE PROCEDURES 74
13.14 REPRESENTATIVES OF THE PARTIES 75
13.15 COMPLIANCE WITH MUNICIPAL CODE 75
13.16 COOPERATION FOLLOWING TERMINATION 75
13.17 COMPLIANCE WITH IMMIGRATION LAWS 75

ARTICLE 14. MISCELLANEOUS AGREEMENTS 76

14.1 ENTIRE AGREEMENT 76
14.2 SECTION HEADINGS 76
14.3 REFERENCES TO LAWS 76
14.4 INTERPRETATION 76
14.5 AMENDMENTS 76
14.6 SEVERABILITY 76
14.7 COUNTERPARTS 76
14.8 EXHIBITS 77
14.9 NON-WAIVER PROVISION 77
14.10 ATTORNEYS' FEES 77

List of Exhibits

A. Definitions
B. Direct Services
- **B1. Single-Family Residential Services**
- **B2. Multi-Family Residential Services**
- **B3. Commercial Services**
- **B4. City Services**
- **B5. City Service Levels and Locations**

C. Public Education and Outreach Requirements
D. Initial Maximum Rates
E. Example Rate Adjustment Formula
F. Reporting Requirements
G. Exhibit Reserved
H. Contractor's Faithful Performance Bond
I. Notary Certification
J. Contractor's Implementation Plan and Schedule
K. Environmentally Preferable Purchasing Policy
L. AB 341 and SB 1383 Implementation Plan

Exclusive Franchise Agreement
between
City of South Gate
and
Universal Waste Systems, Incorporated
for Recycling, Organics, and Solid Waste Collection
and Recycling, Organics, and C&D Processing Services

THIS EXCLUSIVE FRANCHISE AGREEMENT (hereinafter "Agreement") is made and entered into as of July 12, 2022 between the City of South Gate, California, a municipal corporation (hereinafter "City"), and Universal Waste Systems, Incorporated (hereinafter referred to as the "Contractor") (each a "Party" and collectively the "Parties").

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Collection within their jurisdiction; and,

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

WHEREAS, SB 1383 requires the City to implement Collection programs, meet Processing Facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Contractor, acting as the City's designee, through this Agreement; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that exclusive rights be awarded to one or more qualified

Contractor to provide for the Collection of Recyclable Materials, Organic Materials, and Solid Waste and other services related to meeting the City's economic and environmental goals; and,

WHEREAS, the City further declares its intent to approve and maintain reasonable Rates for the Collection, Recycling, Processing, Composting, and/or Disposal of Recyclable Materials, Organic Materials, and Solid Waste; and,

WHEREAS, the City desires, having determined that Contractor, by demonstrated experience, reputation and capacity is qualified to provide for both the Collection of Recyclables Materials, Organic Materials, and Solid Waste within the corporate limits of the City and the Transportation of such material to appropriate places of Processing, Recycling, Composting, and/or Disposal, that Contractor be engaged to perform such services on the basis set forth in this Agreement; and,

WHEREAS, the City and Contractor have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions; and,

WHEREAS, under Municipal Code Section 13.100.160, the City may enter into a contract for the Collection, removal and Disposal of all refuse in and from the City and the collection of Rates therefor, and the City Council is authorized to enter into such contract with any terms it deems necessary to protect the best interests of the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

ARTICLE 1.
GRANT AND ACCEPTANCE OF FRANCHISE

1.1 GRANT AND ACCEPTANCE OF FRANCHISE

By the signing of this Agreement, the City grants to Contractor, and Contractor accepts, a exclusive franchise within the corporate limits of the City. The franchise granted to Contractor shall be for the scope of services described in this Agreement, subject to the limitations described in Section 1.2 and except where otherwise precluded by Federal, State, and local laws and regulations.

1.2 LIMITATIONS TO THE FRANCHISE

The award of this Agreement shall not preclude the categories of Recyclable Materials, Organic Materials, Solid Waste, or other materials listed below from being delivered to and Collected and Transported by other Persons, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the City which is otherwise required by law:

A. **Recyclable and Organic Materials.** Other Persons shall maintain the right to: (1) accept Source Separated Recyclable Materials and Source Separated Organic Materials donated from the service recipient, or (2) to pay the service recipient for Source Separated Recyclable Materials and Source Separated Organic Materials provided that there is no net payment made by the service recipient to such other Person.

B. **Self-Hauled Materials.** A Commercial business Owner or Resident may Transport Recyclable Materials, and Organic Materials for Processing, generated in or on their own Premises with their own vehicle.

C. **Construction and Demolition Debris (C&D).** Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment.

D. **Donated or Sold Materials.** Any items which are Source Separated at any Premises by the Generator and (a) sold or (b) donated to youth, civic, or charitable organizations. Materials will not be deemed donated if they are Collected by a non-franchised waste hauler that is not a 501(c)(3) organization.

E. **Edible Food.** Edible Food which is Collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or which is Self-Hauled by the Generator to another Person(s), such as a Person from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food.

F. **Food Scraps.** Food Scraps that are separated by the Generator and used by the Generator or distributed to other Person(s) for lawful use as animal feed, in accordance with 14 CCR Section 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or hauled by another party.

G. **Materials That Contractor Does Not Divert.** Discarded Materials which the Contractor is not required to Process and Divert under this Agreement as of the Effective Date of this Agreement which subsequently, in the City's reasonable judgment, become economically feasible to Divert. In such event, Contractor shall have the right to Collect and Process such materials if Contractor agrees to do so without any change in Rates. If Contractor is unwilling to Process and Divert such new materials at existing Rates, the City may provide for Collection, Processing, and Diversion of such materials in any manner it deems appropriate. Such materials may include, but not be limited to, Organic Materials which Contractor would otherwise Dispose. Contractor may not enforce its franchise rights in a manner that would prevent the Diversion of material that Contractor is unable or unwilling to Divert.

H. **Beverage Containers.** Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code.

I. **Materials Removed by Customer's Contractor as an Incidental Part of Services.** Recyclable Materials, Organic Materials, Solid Waste, and Bulky Items removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, Residential clean-out service) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service; or if such contractor is providing a service which is not included in the scope of this Agreement.

J. **On-site or Community Composting.** Organic Materials Composted or otherwise legally managed at the site where it is generated (e.g., backyard Composting, or on-site anaerobic digestion) or at a Community Composting site.

K. **Animal, Grease Waste, and Used Cooking Oil**. Animal waste and remains from slaughterhouse or butcher shops, grease, or used cooking oil.

L. **Sewage Treatment By-Product**. By-products of sewage treatment, including sludge, sludge ash, grit, and screenings.

M. **Excluded Waste**. Excluded Waste regardless of its source.

N. **Materials Generated by State and County Facilities**. Materials generated by State and County facilities located in the City, including but not limited to the Los Angeles, Downey, Lynwood, and Paramount Unified School Districts, provided that the Generator has arranged services with other Persons or has arranged services with the Contractor through a separate agreement.

Contractor acknowledges and agrees that the City may permit other Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this Franchise, as set forth above, without seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are servicing Collection Containers or are Collecting and Transporting Recyclable Materials, Organic Materials, and/or Solid Waste in a manner that is not consistent with this Agreement or the City's Code, it shall report the location, the name and phone number of the Person or company to the City Manager, or his or her designee, along with Contractor's evidence. In such case, City may notify the Generator and Person providing service of Contractor's rights under this Agreement.

This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully contract for the scope of services in the manner and consistent with all provisions as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with City and may petition for a Rate adjustment pursuant to Section 8.5.

1.3 OBLIGATIONS OF PARTIES

In addition to the specific performance required under the Agreement, City and Contractor shall:

1. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating the Party's failure to perform.

2. Provide timely access to the City Manager and the Contractor's designated representative and complete and timely responses to requests of the other Party.

3. Provide timely notice of matters which may affect either Party's ability to perform under the Agreement.

ARTICLE 2.
TERM OF AGREEMENT

2.1 TERM AND OPTION TO EXTEND

The Term of this Agreement shall commence January 1, 2023 (Commencement Date) and continue in full force for a period of ten (10) years, through and including December 31, 2033, unless the Agreement is extended in accordance with Section 2.1.1 or terminated pursuant to Section 11.2.

2.1.1 Option to Extend Term

City shall have the sole option to extend this Agreement up to twenty-four (24) months. The City may, upon 90-day advance written notice to the Contractor prior to Agreement expiration, exercise the extension option. If such extension notice is provided by City, the Agreement will renew monthly through Council action, up to a maximum of twenty-four (24) months unless City gives Contractor a 60-day written notice of expiration.

2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form only, in whole or in part by City.

A. **Accuracy of Representations.** The Contractor's representations and warranties made in Contractor's Proposal and Article 12 of this Agreement are true and correct on and as of the Effective Date.

B. **Furnishings of Insurance and Performance Bond.** Contractor has furnished evidence of the insurance and performance bond required by Article 9 that is satisfactory to the City.

C. **Absence of Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder;

2. Adversely affect the validity or enforceability of this Agreement; or,

3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

D. **Permits Furnished.** Contractor has provided City with copies of all permits necessary for operation of all Approved Facilities owned or operated by Contractor or any Subcontractor for use under the terms of this Agreement.

E. **Legal Challenge.** Contractor understands and acknowledges that the award of this Agreement and related decisions may be subject to review and repeal by the City's citizens through a referendum

or similar petition, and to various types of legal and environmental challenges (such referenda, similar petition and legal and environmental challenges being referred to collectively as "Legal Challenges"). Accordingly, this Agreement shall not become effective until the City reasonably determines that (1) any Legal Challenges that had been initiated as of the time of such determination have been resolved in favor of the City's award of this Agreement to Contractor; and (2) the deadline to initiate any additional Legal Challenges has expired; provided, however, that Contractor shall be entitled to rescind this Agreement upon thirty (30) days' prior written notice to the City if such determination is not made by December 31, 2022.

2.3 DELEGATION OF AUTHORITY

The administration of this Agreement by the City shall be under the supervision and direction of the City Manager's office and the actions specified in this Agreement, unless otherwise stated, shall be taken by the City Manager, or his or her designee.

ARTICLE 3.
SCOPE OF AGREEMENT

3.1 SUMMARY SCOPE OF SERVICES

The Contractor or its Subcontractor(s) shall be responsible for the following:

A. Providing a three-Container Collection program for the separate Collection of Recyclable Materials, Organic Materials, and Solid Waste generated by and placed for Collection by Single-Family Residential Customers pursuant to the requirements of Article 4 and Exhibit B1.

B. Dependent upon the needs of Multi-Family and Commercial Customers, Contractor shall provide one of the following Collection programs pursuant to the requirements of Article 4 and Exhibits B2 and B3:

   a. Three-Container Collection program for the separate Collection of Recyclable Materials, Organic Materials, and Solid Waste;

   b. Three-Container Collection program consisting of commingled Solid Waste and Food Waste (Mixed Waste), Source Separated Recyclable Materials, and commingled Yard Trimmings and wood waste;

   c. Two-Container Collection program consisting of commingled Solid Waste and Organic Materials (Mixed Waste), and Source Separated Recyclable Materials;

   d. Source Separated Food Waste in 32-gallon, 64-gallon, and 2-cubic yard Containers with the three-Container or two-Container Collection programs.

B. Transporting Collected materials to the appropriate Approved Facilities pursuant to requirements of Article 4 and Exhibit B;

C. Processing Collected Recyclable Materials and Organic Materials at the appropriate Approved Facilities pursuant to the requirements of Article 4 and Exhibit B;

D. Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, contamination monitoring, record keeping, and reporting pursuant to Articles 4 and 6 and Exhibits C (Public Education & Outreach) and F (Reporting);

E. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;

F. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including City Fees and Reimbursements), and utilities;

G. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations; and,

H. Complying with all Applicable Laws.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 11.7.

3.2 USE OF APPROVED FACILITIES

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of Processing and/or Disposing of all Recyclable Materials, Organic Materials, Solid Waste, and other materials Collected in the City. Use of a facility must be approved, in writing, by the City prior to use consistent with the requirements of Article 4. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding Flow Control limitations or any definition thereof.

3.3 SUBCONTRACTING

Contractor shall not engage any Subcontractors for Collection, Transportation, or Processing of Recyclable Materials, Organic Materials, or Solid Waste services without the prior written consent of City Manager and/or City Council. As of the Effective Date of this Agreement, City has approved Contractor's use of those Subcontractors identified in Contractor's Proposal. If the Contractor plans to engage affiliated or related party entities in the provision of services, Contractor shall provide City Manager with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. All insurance documents must be reviewed and approved by the City's Risk Manager prior to City acceptance. Contractor shall require that all Subcontractors file insurance certificates with the City, name City as an additional insured, and comply with all material terms of this Agreement.

3.4 RESPONSIBILITY FOR MATERIALS

Once Recyclable Materials, Organic Materials, and/or Solid Waste are placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to Contractor, with the exception of Excluded Waste if the Contractor can identify the Generator pursuant to Section 5.8.B. Once Recyclable Materials, Organic Materials, and/or Solid Waste

are deposited by Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the Owner or operator of the Approved Facility except for Excluded Waste pursuant to Section 5.8.C.

Responsibility for Excluded Waste that has been inadvertently Collected by the Contractor shall remain with the Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its proper Disposal.

3.5 CITY-DIRECTED CHANGES TO SCOPE

City may require a proposal from Contractor to establish the scope of any modification to existing services (which may include use of Approved Facilities) to be provided under this Agreement. In such case, Contractor shall present, within thirty (30) calendar days of City's request, unless an alternate schedule is mutually agreed-upon, a written proposal to provide such modified or additional services. City shall review the Contractor's Proposal for the change in scope of services. City and Contractor may meet and confer to negotiate Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope. If the City and Contractor are unable to agree on terms and conditions, including compensation adjustments, of such services within ninety (90) calendar days from City's receipt of Contractor's Proposal for such services, the City may permit other Persons to provide such services. Nothing herein shall prevent the City from soliciting cost and operating information from other Persons in order to inform the City's evaluation of Contractor's Proposal.

At any time during the Term of this Agreement, the City may solicit proposals from other Persons for services not contemplated under this Agreement. In the event that contracting with other Persons for such services will reduce Contractor's Compensation under this Agreement, as described in Article 8, the Contractor shall be offered the opportunity to match any other Person's proposed pricing and retain the added scope of services. However, nothing in this Agreement shall prevent the City from contracting with other Persons in the event that Contractor is unable or unwilling to provide such services at or below the cost proposed by the other Person.

ARTICLE 4.
SCOPE OF SERVICES

Contractor shall perform the Recyclable Materials, Organic Materials, Solid Waste, and Bulky Item services described in this Article 4, for any Customer in the City that subscribes to Contractor's Collection services. Contractor's Collection services shall be offered to any Customer that places Containers in a public right-of-way or that provides a waiver for Contractor to access the Private Road(s) where Customer places its Containers.

This Article 4 describes the general requirements for the services to be provided. More specific requirements for how each service shall be provided to each Customer Type are described in Exhibit B. Failure to specifically require an act necessary to perform the service does not relieve Contractor of its obligation to perform such act.

4.1 RECYCLABLE AND ORGANIC MATERIALS

A. Collection. Contractor shall provide Recyclable and Organic Materials Collection services as described in Exhibit B.

B. Transfer. Contractor plans to Transport Discarded Materials to the Approved Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Processing Facilities. Contractor shall keep all existing permits and approvals necessary for use of the Approved Transfer Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Transfer Facility Subcontractor if necessary) to City Manager. If the Contractor is unable to use the Approved Transfer Facility, then the Contractor shall be responsible for making other Transportation arrangements. In such event, Contractor shall not be compensated for any additional costs. If the Contractor plans to change its Transfer method, Contractor shall obtain written approval from the City prior to making the change.

C. Processing. Contractor shall Transport and deliver all Source Separated Recyclable Materials placed in Recyclable Material Containers to the Approved Recyclable Materials Processing Facility, Source Separated Organic Materials placed in Organic Material Containers in the City to the Approved Organic Materials Processing Facility, and Mixed Waste to the Approved High Diversion Organics Waste Processing Facility. All tipping fees and other costs associated with Transporting to and Processing of such Recyclable and Organic Materials at the Approved Processing Facilities and Disposing of the Residue as required in Section 4.1.I below shall be paid by Contractor.

D. Capacity Guarantee. Contractor guarantees sufficient capacity at the Approved Processing Facilities to Process all Source Separated Recyclable Materials, Source Separated Organic Materials and Mixed Waste Collected by Contractor under this Agreement throughout the Term of the Agreement.

E. Compliance with Regulatory Requirements and Applicable Law. Contractor shall keep all existing permits and approvals necessary for use of the Approved Processing Facilities in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor if necessary) to City Manager.

F. Notification of Emergency Conditions. Each Approved Facility shall notify the City of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement.

G. Approved Facility(ies) Unavailable/Use of Alternative Facility(ies). If Contractor is unable to use the Approved Processing Facility due to an event that meets the requirements for excusing Contractor from performance of this specific obligation as described in Section 11.7, Contractor shall use an alternative Processing Facility provided that the Contractor provides written notice to City Manager. Within forty-eight (48) hours of emergency or sudden and unforeseen closure, the Contractor shall provide a written description of the reasons the use of the Approved Processing Facility is not feasible, and the period of time Contractor proposes to use the alternative Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such time as the City Manager is able to consider and respond to the use of the proposed

alternative Processing Facility. If the use of the proposed alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by the City Manager. The City Manager may, in their sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. If the City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

If the use of an alternative Processing Facility is for reasons within Contractor's, or its Processing Facility Subcontractor's control, Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. However, if the use of an alternative Processing Facility is due to reasons beyond Contractor's or its Subcontractor's control, then City shall adjust, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with the use of the alternative Processing Facility. In the event that the change in the Processing Facility results in increased costs, City may identify and direct Contractor to an alternative Processing Facility, at the Contractor's expense, which results in less cost than the Contractor-identified alternative.

Except for the emergency conditions described in this Section, Contractor shall not change its selection of the Approved Processing Facilities without City's written approval, which may be withheld in the City's sole discretion. If Contractor elects to use a Processing Facility that is different than the initial Approved Processing Facilities, it shall request written approval from the City Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later than ten (10) calendar days prior to use of the site. Failure to meet the requirements of this Section shall result in Liquidated Damage as identified in Section 11.6.

Contractor shall observe and comply with all regulations in effect at the Approved Processing Facilities and cooperate with and take direction from the operator thereof with respect to delivery of Recyclable and Organic Materials. Contractor shall actively work with the Approved Processing Facility operators throughout the Term of this Agreement to ensure that contamination of the Recyclable and Organic Materials Collected under this Agreement and delivered to the Processing Facility remains below the limits established by Applicable Law including, without limitation, SB 1383.

H. **Marketing.** The Contractor shall be responsible for marketing Recyclable Materials and Organic Materials Collected in the City that are delivered for Processing at the Approved Processing Facilities. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local markets for Recyclable and Organic Materials.

I. **Residue Disposal.** Residue from the Processing of Recyclable Materials, Organic Materials, and Mixed Waste Collected under this Agreement at the Approved Processing Facilities, which cannot be marketed, shall be Disposed of by Contractor, or the Processing Facility Subcontractor. Residue delivered for Disposal shall not include any Excluded Waste.

J. **Compostable Plastics.** If Compostable Plastics are accepted at the Approved Organic Materials Processing Facility, Customers may place Compostable Plastics in the Organic Materials Container for Collection, including Compostable Plastic bags used by Customers to contain Food Waste prior

to placement in the Organic Materials Container for Collection. Contractor may prohibit use of Compostable Plastics in Organic Material Containers. Contractor shall Collect and Transport such materials for Processing at the Approved Organic Waste Processing Facility. At least six (6) months prior to the commencement of the Agreement, and annually thereafter, Contractor shall provide a written notification to the City authorizing that the Facility has and will continue to have the capability to Process and recover the Compostable Plastics throughout the Term of the Agreement; and the Contractor shall not revoke this authorization at any time during the Term of the Agreement. If the Contractor does not submit such notification, or if at any time during the Term of the Agreement the Approved Organic Waste Processing Facility can no longer accept and/or Process Compostable Plastics, the City may assess Liquidated Damages or deem such failure an event of default of the Contractor under Article 11. Contractor shall notify the City within seven (7) days of the Facility's inability to accept the Compostable Plastics. The notification shall, at a minimum, include: the date and a description of the reasons that the Facility is not able to Process and recover the Compostable Plastics; the period of time the Facility will not Process and recover these materials; and the Contractor's proposed plan to find an alternative Facility or arrangement to Process the Compostable Plastics, subject to City approval. City may prohibit or restrict the use of Compostable Plastics, with a six (6) month notice to Contractor, and this shall not constitute a City-Directed Change in Scope or Change in Law under this Agreement.

4.2 SOLID WASTE

Contractor shall offer and provide Solid Waste Collection services as described in Exhibit B.

Contractor acknowledges that City is committed to Diverting materials from Disposal through the implementation of source reduction, reuse, Recycling, Composting, and other programs, and that City may implement new programs, with or without the involvement of the Contractor, that may impact the overall quantity or composition of Solid Waste to be Collected by Contractor. Contractor shall not be entitled to any compensation or other relief resulting from a decline in Solid Waste volumes or Tonnage or from a change in the composition of Solid Waste.

Contractor shall Transport all Solid Waste Collected in City to the Approved Disposal Facility. Contractor shall pay all costs associated with Transportation and Disposal of Solid Waste including payment of any gate fees charged at the Approved Disposal Facility. Contractor shall observe and comply with all regulations and posted rules in effect at the Approved Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of Solid Waste.

4.3 BULKY ITEMS AND REUSABLE MATERIALS

Contractor shall offer Bulky Item and Reusable Materials Collection services as described in Exhibit B. On-call Bulky Item and Reusable Materials Collection services shall be offered to Customers within one (1) Working Day of Contractor's receipt of such a Customer request for service, pursuant to Exhibit B. Contractor shall make reasonable efforts to schedule on-call Bulky Item and Reusable Materials Collections on a day that is convenient to the Customer. Contractor shall Transport all Bulky Items or Reusable Materials Collected under this Agreement to the Approved Reusable Materials Processing Facility. Contractor shall pay all costs associated with Transporting and Processing Bulky Items and Reusable Materials. Contractor shall observe and comply with all regulations in effect at the Approved Reusable Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to delivery of Bulky Items and/or Reusable Materials

4.4 CITY SPONSORED EVENTS

Contractor shall provide Recyclable Materials, Organic Materials, and Solid Waste services to City sponsored events, at no cost to the event or City. Special event services include all of the following unless specifically waived in writing by City Manager.

A. **Event Collection Stations.** Contractor shall provide and set-up event Collection stations for Collection of Recyclable Materials, Organic Materials, and Solid Waste at City-sponsored events. Each event Collection station shall include a separate Cart for each of Recyclable Materials, Organic Materials, and Solid Waste, as appropriate. Contractor shall provide a sufficient number of event Collection stations of sufficient capacity to meet the needs of the event as determined by Contractor in cooperation with the City and/or the event organizer. Collection stations shall utilize the same Carts used to provide services to Residential Customers, unless alternative Containers are approved by the City. Contractor shall provide liners/bags for the Carts at the Collection stations and shall line the Carts as a part of the station set-up. Collection stations shall include adequate signs and labeling.

B. **Roll-Off Boxes.** Upon request, Contractor shall provide Containers for the aggregation of material removed from event Collection stations during the course of the event. Contractor shall provide Containers in sufficient number of appropriate type(s) for the needs of the event as determined by Contractor in cooperation with the City and/or the event organizer. Contractor shall service Containers, as agreed-upon with the City and/or the event organizer, and deliver Collected materials to the appropriate Approved Facility for Processing and/or Disposal.

C. **Public Education Booth.** Upon request of either the City Manager or the event organizer, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor under this Agreement and the benefits of source reduction, reuse, Recycling, and Composting.

D. **Portable Restrooms.** Contractor shall provide portable restrooms for all City-sponsored events. The number and location of portable restrooms at each City-sponsored event shall be determined by the City.

E. **Reporting.** Within fourteen (14) calendar days of the end of the event, Contractor shall submit a report to the City Manager and event organizer. The report should include, at a minimum: the number of event Collection stations deployed at the event, the Tonnage of each material type (i.e., Recyclable Materials, Organic Materials, and Solid Waste) Collected, and a description of the public education provided at the event.

Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner.

For special events which are not identified in Exhibit B5 or otherwise hosted or sponsored by the City, Contractor shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event, or provide the services at their sole expense, at no cost to the City or ratepayers.

4.5 PUBLIC EDUCATION AND OUTREACH

The public education and outreach activities included in the scope of services provided by Contractor under this Agreement are described in Exhibit C.

A. **Program Objectives.** The City's public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for source reduction, reuse, and landfill Disposal reduction and supporting compliance with Applicable Laws and regulations, including, but not limited to AB 939, AB 341, and SB 1383. Examples of goals of the City-provided public education and outreach program include, but are not limited to: (i) informing Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, Recycling, and Composting; (ii) instructing Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection, with specific focus on minimizing contamination of Recyclable Materials and Organic Materials; (iii) clearly defining Excluded Waste and educating Generators about the hazards of such materials and their opportunities for proper handling; (iv) discouraging Generators from buying products if the product and its packaging are not readily reusable, Recyclable, or Compostable; (v) informing Generators subject to Food Recovery requirements under SB 1383 of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encouraging the use of Compost and recovered Organic Waste products; and, (vii) encouraging Generators to purchase products/packaging made with Recycled content materials. The cumulative intended effect of these efforts is to reduce generation of Solid Waste and, ultimately, Disposal of Solid Waste by each Generator in the City, and Contractor agrees to support and not undermine or interfere with such efforts.

B. **Contractor Public Education Requirements.** Contractor agrees to print, produce, and distribute education materials and conduct outreach detailed in Exhibit C at no additional cost to ratepayers or City.

Contractor shall obtain approval from the City Manager on all Contractor-provided advertising, promotional, or service-related materials used within the City before publication, distribution, and/or release. The City Manager, in their sole discretion, shall have the right to deny the use of any materials or content or may request that Contractor include City identification and contact information on materials and Contractor's approval of such requests shall not be unreasonably withheld.

C. **Non-English Language Requirements.** The Contractor shall make all public education and outreach materials required by this Section available in English and Spanish.

Upon City's request, Contractor shall provide materials in additional languages beyond those specified in this Section in response to shifting demographics within the City; updates to State requirements or Applicable Law; or any other reason deemed appropriate by the City

4.6 BILLING

Contractor shall bill all Customers and be solely responsible for collecting billings at Rates set in accordance with Article 8. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the ownership of property. Individual contracts between Contractor and a Customer for services provided under this Agreement shall

be prohibited.

Contractor shall bill all Single-Family Residential Customers monthly in arrears. Contractor shall bill all Commercial and Multi-Family Customers for scheduled and regularly recurring services on a monthly basis in advance of services provided. Contractor shall bill Customers for any on-call and/or non-recurring services no more frequently than monthly and may only bill for services provided during the previous month. Contractor shall remit invoices to Single-Family Residential Customers no earlier than the last day of the service period billed for. Contractor shall remit invoices to Commercial and Multi-Family Customers no earlier than the twentieth (20th) day of the month preceding the period for which service is being billed.

Contractor shall develop, maintain, and regularly update a Customer Account Information Database, which shall include but is not limited to:

i. Customer name;

ii. Phone number;

iii. Service address;

iv. Email address; and,

v. Customer Service Levels, including:

    a. Customer Service Levels exceptions, and,

    b. Customer service waivers.

Contractor shall make such database available, upon no more than five (5) Working Days request from the City Manager, in accordance with this Section and Section 6.1. Contractor shall additionally, on an annual basis, reconcile all Customer accounts with City's GIS information. Failure to maintain database in accordance with this Section shall result in Liquidated Damages as identified in Section 11.6.

Contractor shall provide Customers the option to receive invoices electronically using paperless invoices, or by standard mail, using standard (paper) invoices. Contractor shall permit Customers the ability to pay their bills through an electronic check or credit card and include the ability for Customer billings to be automatically charged on a recurring basis. Contractor shall prepare, mail, and collect bills from Customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such Customers to pay bills by cash, check, electronic check, money order, and credit card.

Up to once per quarter, City may direct Contractor to attach inserts to Customer invoices. Contractor shall provide electronic bill inserts to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for such attachments, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.

Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of

this Agreement, for inspection and verification by the City Manager at any reasonable time but in no case more than thirty (30) calendar days after receiving a request to do so.

Contractor shall be responsible for collection of payment from Customers with past due accounts ("bad debt"). Contractor shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies.

Monthly Single-Family Residential Customer invoices shall be due thirty (30) calendar days from the last day of the billing period. Monthly Commercial and Multi-Family Customer invoices shall be due thirty (30) calendar days from the first day of the billing period. In the event that any account becomes more than thirty (30) calendar days past due, Contractor shall notify such Customer of the delinquency via written correspondence, instructing the Customer that unpaid bills which become more than thirty (30) calendar days delinquent may be assessed a one- and one-half percent (1.5%) late fee per month. Contractor shall provide a second written notice of delinquency to any account which becomes more than forty five (45) calendar days past due, and a third written notice of delinquency to any account which becomes more than sixty (60) calendar days past due. Should any account become more than ninety (90) days calendar days past due, Contractor may discontinue providing service to the Customer. In the event the billing address and service address differ, notices shall be mailed to both addresses. No less than seven (7) calendar days prior to discontinuing service to a Customer, Contractor shall notify the City Manager of the address, Service Level, service frequency, and delinquent billing amount. Contractor may withhold service from a delinquent account until past delinquencies are paid in full. Upon restoring service to a previously delinquent account, Contractor may require a deposit from the Customer not to exceed one (1) month's billings at the Customer's Service Level.

If Contractor fails to invoice a Customer, or otherwise under-charges a Customer for services provided for more than six (6) months, Contractor may not subsequently attempt to collect the under-charged amount for more than six months of service. If Contractor over-charges a Customer for a period of more than six (6) months, Contractor shall reimburse or credit the Customer for at least six months of the over-charged service but is not required by this Agreement to reimburse or credit the Customer for more than six (6) months of overcharges. This Agreement also does not prohibit Contractor from reimbursing or crediting a Customer for more than six (6) months of over-charges.

If a Customer reduces or cancels service during a billing cycle, the Customer shall be entitled to a proration of the billing from the date that the service change was requested, in the case of cancellations or reductions in the Customer's bill, or the date the service change was fulfilled, in the case of increases in the Customer's bill.

4.7 CUSTOMER SERVICE PROGRAM

4.7.1 Program Requirements

A. Customer Service Office

Office hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday through Friday, and Saturday from 7:00 A.M. to 12:00 P.M., exclusive of Holidays. A responsible and qualified representative of Contractor shall be available during office hours for communication with the public. Normal office hour telephone numbers shall be a toll-free call. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days.

The City shall have the right to require Contractor to increase its call handling capacity without requirement for any additional compensation to the Contractor. Contractor shall also maintain a toll-free telephone number for use during other than normal business hours. Contractor shall have a representative, answering or message providing/receiving (voicemail) service available at said after-hours telephone number. After-hour calls shall be responded to on the next Business Day (excluding Saturday, Sunday and Holidays defined in Exhibit A.

Contractor will maintain an emergency telephone number for use outside normal office hours. Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours. Contractor shall be able to respond to inquiries in English, Spanish, and other languages as directed by the City. Contractor must also provide a Telecommunications Device for the Deaf (TDD) service for use by persons with hearing or speech difficulties.

Contractor shall provide four (4) customer service representatives dedicated to the City at Contractor's facility located within the City of South Gate. These customer service representatives will be assisted by Contractor's customer service representatives located in other offices as needed.

B. Complaint Documentation

Daily logs of Complaints shall be retained for a minimum of twenty-four (24) months and shall be available to City at all times upon request.

Contractor shall log all Complaints received by telephone, and or email, and said log shall include the date and time the Complaint was received, name, address and telephone number of callers, description of Complaint, employee recording Complaint and the action taken by Contractor to respond to and remedy Complaint. Missed pickups shall be included in this log.

All Customer Complaints and inquiries shall be date-stamped when received and shall be initially responded to within one (1) Business Day (excluding Saturday, Sunday and Holidays as defined in Exhibit A) of receipt. Contractor shall log action taken by Contractor to respond to and remedy the Complaint.

All Customer service records and logs kept by Contractor shall be available to City upon request and at no cost to City. City shall, at any time during regular Contractor business hours, have access to Contractor's City Liaison for purposes that may include monitoring the quality of Customer service or researching Customer Complaints.

C Resolution of Customer Complaints

Disputes between Contractor and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City, including Contractor reimbursement to Customers for damages to personal property. The City's decision shall be final and binding. Contractor shall reimburse the City's legal and consultant costs for each City intervention in a dispute between Contractor and a Customer if the City reasonably deems intervention is required and the Customer's dispute is valid.

Should Contractor and Customers not be able to establish a mutually acceptable fee to be charged for special hauling services, the matter shall also be determined by the City, and the City's decision shall be final.

Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor. To the extent that remedies are warranted through this Agreement, this Section shall apply.

D. **Web Site and Email Access.** Contractor shall develop and maintain a web site that is accessible by the public and solely dedicated to the operations under this Agreement in the City. Contractor's web site shall include all Rates allowed to be charged under the Agreement, all public education and outreach materials produced and distributed under this Agreement and provide the public the ability to e-mail Contractor questions, service requests, or Complaints. Contractor shall respond the same day to all Customers who leave e-mail messages by 5:00 p.m. on a Working Day and shall respond by noon of the following Working Day for any e-mail messages left after 5:00 p.m. Contractor may respond to Customer e-mails either via e-mail or phone.

4.7.2 Missed Collections

A. **Missed Collection Complaints.** When handling Customer Complaints related to missed or incomplete Collections, Contractor shall not question or contest the Customer's claim that the Collection was missed or incomplete, even in cases where the route driver recorded the Container(s) in question as already "Collected" or "not out."

B. **Schedule for Resolution.** Contractor shall resolve every Customer Complaint of a missed or incomplete Collection by returning to the Customer address and completing the Collection. For all Complaints related to missed Collections that are received by 3:00 p.m. on a Working Day, the Contractor shall return to the Customer address and Collect the missed materials on the same Working Day on which the missed Collection was reported. For those Complaints related to missed Collections that are received after 3:00 p.m. on a Working Day, the Contractor shall have until the end of the following Working Day to resolve the Complaint. Contractor's failure to comply with this Section 4.7.3 may result in Liquidated Damages, in accordance with Section 11.6.

Contractor shall not be required to return and complete a Collection in response to a Complaint if the Contractor's driver has left a Non-Collection Notice in accordance with Section 4.10.

C. **Courtesy Collections for Admitted Late Set-Outs.** In the event that a Customer: (i) reports that their Container(s) were placed for Collection after Contractor's Collection vehicle had already passed the Premises for regularly scheduled Collection; (ii) does not claim that Contractor missed the Collection; and, (iii) requests that the Contractor return and Collect their Containers, Contractor shall return to the Customer Premises and provide a courtesy Collection at no charge to the Customer. Contractor is not required to provide more than three (3) courtesy Collections for admitted late set-outs per Customer per calendar year. For Residential Customers, one (1) courtesy Collection represents Collection of up to three (3) Carts (Recyclable Materials, Organic Materials, Solid Waste) per incident. Contractor shall complete the courtesy Collection by the end of the following Working Day. The provisions of this Section shall only apply if the Customer acknowledges, and Contractor documents in writing, that the event did not constitute a missed or incomplete Collection event by the Contractor.

4.7.3 SB 1383 Non-Compliance Complaints

For Complaints received in which the Person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Exhibit F. Contractor shall provide this information in a brief Complaint report to the City for each SB 1383-noncompliance Complaint within seven (7) days of receipt of such Complaint, and a monthly summary report of SB 1383-non-compliance Complaints in accordance with Exhibit F.

Upon City request, Contractor shall conduct follow-up inspections and/or outreach to the violating entity, and shall document the information in the reports provided pursuant to Exhibit F.

4.8 ACCESS TO CUSTOMER SERVICE AND BILLING SYSTEMS

Upon request of City, Contractor shall provide access and any necessary training to one (1) or more City employee(s) (as designated by the City) regarding the use of Contractor information systems as described in this Section. Contractor shall designate one (1) member of Contractor staff to work directly with such City employee. Contractor shall provide such City employee with access to Customer service, call center, and operations information systems in order to validate Contractor performance standards and recommend changes to Customer Service Levels to resolve service issues or otherwise address Customer needs. If recommended Service Level changes are made, the designated City staff will work with Contractor's route manager to make such changes, which shall not be denied by Contractor except for reasons related to Customer, route driver, and/or equipment safety. Contractor shall also provide access to Customer contact information (including email addresses) for purposes of City-provided public education and outreach activities. In addition, Contractor shall ensure that the City Manager and any other City staff, as requested by the City, have read-only access to all service order, billing, and Customer service records in Contractor's internal information systems. Such read-only access is intended to provide the City the ability to review notes related to Customer service and/or billing issues.

4.9 SERVICE EXEMPTIONS

4.9.1 General Exemptions

Upon Customer request, and with written approval from the City Manager, Contractor shall cease providing, and collecting payment for, Collection services to a Premises which is anticipated to be vacant for no less than thirty (30) days. In addition, upon written direction from the City Manager, Contractor shall modify or otherwise cease providing Collection services to Customers requesting other service exemptions, provided that such Customers consistently demonstrate the ability to responsibly manage Discarded Materials generated at the Premises in question, in a manner consistent with Applicable Law.

4.9.2 Commercial and Multi-Family Customer Waivers

A. **General.** The City may grant waivers described in this Section to Commercial or Multi-Family Generators that impact the scope of Contractor's provision of service for those Customers; provided, the Generator shall continue to subscribe with Contractor for franchised Collection services to the extent such services are not waived by the City. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City.

B. **Types of Generator Waivers**

1. De Minimis Waivers. The City may waive a Commercial business' or Multi-Family property's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement, SB 1383, and of the Municipal Code if the Generator provides documentation or the City has evidence demonstrating one of the following de minimis conditions:

   a. The Commercial or Multi-Family Generator's total Discarded Materials Collection service is two (2) cubic yards or more per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than twenty (20) gallons per week, per applicable Container, of the Commercial business' total waste; or,

   b. The Commercial or Multi-Family Generator's total Discarded Materials Collection service is less than two (2) cubic yards per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than ten (10) gallons per week, per applicable Container, of the Commercial business' total waste.

2. Physical Space Waivers. The City may waive a Commercial or Multi-Family Generator's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement, SB 1383, and the Municipal Code if the Commercial or Multi-Family Generator provides documentation, or the City has evidence from its staff, the Contractor, licensed architect, engineer, or similarly qualified source demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers.

C. **Contractor Review of Waiver Requests.** Generators may submit requests for de minimis waivers and physical space waivers to the City or Contractor. The City shall notify Contractor of the request, and Contractor shall within seven (7) days of receipt of the City's request, inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the date of the inspection, Customer name and address, a description of the Premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. The Contractor shall send this information and documentation to the City in a timely manner, not to exceed three (3) days after the date of inspection. The City ultimately retains the right to approve or deny any application, regardless of the information provided by the Contractor. Contractor shall report information regarding waivers reviewed within the month, if any, in accordance with this Section and Section 11.6.

D. **Service Level Updates.** When the City grants a waiver to a Customer, or the Customer's waiver status changes after a re-verification determination, the City shall notify the Contractor within seven (7) days of the waiver approval or status change with information on the Customer and any changes to Service Level or Collection service requirements for the Customer. Contractor shall have seven (7) days to modify the Customer's Service Level, Customer account data, and billing statement, as needed.

E. **Waiver Re-verification.** The City shall be responsible for re-verification of waivers. Upon request of the City, the Contractor shall support the City in this re-verification process by providing requested Customer information as per Customer database requirements in Section 4.6 In the event that a

waiver status changes, Contractor shall update the Customer's information and Service Level in accordance with subsection 4.9.2.D above.

4.9.3 Contractor Service Exemptions

A. **Disaster Waivers.** In the event of a disaster, the City may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with Section 3.5.

B. **Quarantined Waste.** If approved by the City, the Contractor may Dispose of, rather than Process, specific types of Organic Materials and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by the City or until the City provides notice that the quarantine has been removed and directs Contractor to Transport the materials to the Approved Facilities for such material.

In accordance with Exhibit F, the Contractor shall maintain records and submit reports regarding compliance agreements for quarantined Organic Materials and Recyclable Materials that are Disposed of pursuant to this subsection.

4.10 CONTAMINATION MONITORING

It is the City's intention that Residential, Multi-Family and Commercial Customers are to be provided a transition period prior to being issued Courtesy Pickup Notices, Non-Collection Notices or assessed Contamination Processing Fees.

Residential and Multi-Family Customers' transition period shall be the twelve-month period beginning January 1, 2023 and ending December 31, 2023.

Commercial Customers' initial transition period shall be the six-month period beginning January 2, 2023 and ending June 30, 2023, with the City's sole option of extending the initial transition period for an additional six months ending December 31, 2023.

During the transition periods Contractor shall monitor contamination and provide public education and outreach and technical assistance to encourage proper separation of materials.

Contractor shall be required to comply with subsections A and F of Section 4.10.1 during the Customer transition periods.

4.10.1 Annual Route Reviews

A. **Methodology.** The Contractor shall, at its sole expense, conduct route reviews of Containers for Prohibited Container Contaminants in a manner that meets the requirements of this Section; is approved by the City; and results in all routes being reviewed at least annually.

The Contractor's route review shall include all Container types in service (Recyclable Materials, Organic Materials, and Solid Waste Containers) for all Customer Types. The Containers shall be randomly selected prior to beginning the route review.

Contractor shall ensure that a minimum of 1 percent (1%) of accounts or 25 accounts, whichever is larger, on each and every hauler route are inspected annually.

Contractor shall develop a specific route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each route's annual review. Contractor's proposed route review methodology shall include not only its plan for Container inspections but shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. The City and/or CalRecycle will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

If the City and/or CalRecycle notifies the Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, conduct additional route reviews, increased Container inspections, or implement other changes using the revised procedure. If the Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by the City, the Contractor shall, at the expense of the City, revise the methodology and implement the necessary changes using the revised procedure.

The City Manager, or his or her designee, may request, and Contractor shall accept, modifications to the schedule to permit observation of the route reviews by the City. In addition, Contractor shall provide an email notice to the City Manager no less than ten (10) Working Days prior to each scheduled Route review that includes the specific time(s), which shall be within the City's normal business hours, and location(s).

B. **Contamination Notification.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer with a notice of contamination in the form of either a Courtesy Pick-Up Notice or a Non-Collection Notice as determined by the route auditor.

C. **Courtesy Pick-Up Notice.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a Courtesy Pick-Up Notice at the Customers door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, or text message. Contractor shall also attach or adhere Courtesy Pick-Up Notice to Generators contaminated Containers.

The courtesy pick-up notification shall, at a minimum:

1. Inform the Customer of the observed presence of Prohibited Container Contaminants;

2. Include the date and time the Prohibited Container Contaminants were observed;

3. Include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in each Container;

4. Inform the Customer of the courtesy pick-up of the contaminated materials on this

occasion with information that the Contractor may assess contamination Processing fees and/or issue a Non-Collection Notice in the future; and,

5. Include photographic evidence.

The format of the Courtesy Pick-Up Notice shall be approved by the City Manager and must be a distinct color from the Non-Collection Notices.

Contractor shall Collect the contaminated Recyclable Materials and/or Organic Materials Containers and either Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with the Solid Waste and Transport the contaminated materials to the Approved Disposal Facility. A Courtesy Collection of contaminated Recyclable Materials or Organic Materials where the materials are sent to the Approved Disposal Facility may be made with a Solid Waste Collection vehicle, provided that the contaminants may safely and lawfully be Collected as Solid Waste.

D. Non-Collection Notices

1. Non-Collection Notice. If the Contractor observes twenty percent (20%) or more Prohibited Container Contaminants or Excluded Waste, Contractor shall provide a Non-Collection Notice to the Generator.

   The Non-Collection Notice shall, at a minimum:

   a. Inform the Customer of the reason(s) for non-Collection;

   b. Include the date and time the notice was left or issued;

   c. Describe the premium charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination;

   d. Provide a warning statement that a contamination Processing fee may be assessed; and,

   e. Include photographic evidence of the violation(s).

2. Communications with Customer. Whenever a Container at the Premises of a Commercial or a Multi-Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection day or within two (2) hours of the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected. Contractor shall include a telephone number in all communication to Customers in order to allow direct communication with a customer service representative or to leave voice messages during non-business hours. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to discuss and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.

3. Contractor Return for Collection. Upon request from Customer, Contractor shall Collect Containers that received Non-Collection Notices within one (1) Working Day of Customer's

request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable City-approved Rates only if Contractor notifies Customer of the premium Rate for this service at the time the request is made by Customer.

E. Assessment of Contamination Processing Fees. If the Contractor observes twenty percent (20%) or more Prohibited Container Contaminants and has issued a Courtesy Pick-Up Notice or Non-Collection notice, as appropriate, the Contractor may impose a contamination Fee approved by the City for that Customer's Service Level. The intent of Contamination Fees is to provide a behavioral tool to educate and prevent Customers from placing Source Separated Discarded Material into the improper designated Container(s). To ensure that assessment of fees are to be used for the intended purposes and not as a form of revenue generation, Contractor agrees that Contamination fees shall not exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter. In the event that Contamination fees exceed one percent (1%) of Contractor's Gross Receipts in any calendar quarter, the assessment of Contamination fees shall be suspended immediately and indefinitely pending a program assessment by the City and Contractor. Upon program suspension or at the request of the City at any time during the Term of the Agreement, City and Contractor shall meet and confer regarding the application and effectiveness of Contamination fees in accomplishing the behavior change. If the program is suspended due to excessive revenue generation, the City may require Contractor to either: i) modify the program parameters; ii) modify the amount of the Contamination fee; or, iii) return to the City any funds generated by the Contamination fee which exceed one percent (1%) of Contractor's Gross Receipts for a given period of time. In addition, where there are two (2) or more documented instances of Prohibited Container Contaminants in a Customer's Container within a ninety (90) day period, Contractor may, upon City Manager's or his or her designee's approval, modify service requirements through additional Containers, increased frequency of Collection, use of locking Containers, or other appropriate means.

Failure to comply with the requirements of this Section shall equate to Liquated Damages in accordance with Section 11.6.

Contractor shall leave a contamination Processing fee notice attached to the Generators' contaminated Container(s). Contractor must also deliver notice by mail to the bill-payer's address within twenty-four (24) hours of assessing the contamination fee.

1. Contamination Processing Fee Notice. Contamination Processing Fee Notices shall be in a format approved by the City Manager. Contractor shall notify the City in its monthly report of Customers for which contamination Processing fees were assessed per Section 4.10.1(F).

Each Contamination Processing Fee Notice shall, at a minimum:

i. Describe the specific material(s) of issue;

ii. Explain how to correct future set outs; and,

iii. Indicate that the Customer will be charged a contamination Processing fee on their next bill.

F. Reporting Requirements.

1. **Container Contaminant Log:** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including, but not limited to: date, time, Customer's address, type of Container, and maintain photographic evidence.

2. **Contaminant Fees Assessment Report:** Additionally, on no less than a weekly basis, Contractor's Contract Administrator shall update the Customer's account records to note the contaminant event(s) as identified by driver(s). Contractor shall maintain records and report to the City monthly on contamination monitoring activities and actions taken, consistent with the submittal timing and content requirements of Exhibit F. Failure to meet the requirements of this Section 4.10.1(F)(2), shall equate to Liquidated Damages as identified in Section 11.6.

3. **Monthly Report:** The monthly report shall include, but is not limited to: list of Customers that were assessed charges; photographic evidence of each contamination event(s) where a fee(s) was assessed; verification processes to assure accurate fee assessment; date of notification, form(s) of notification given to Customer; list of efforts made in educating the Customer that was assessed a fee; list of Customer Complaints in response to fee assessment; Contractor's response and actions taken in response to Customer Complaints; and, the dollar amount of Contamination Fees assessed during the reporting period. Failure to meet the requirements of this Section 4.10.1(F)(3), shall equate to Liquidated Damages as identified in Section 11.6.

4.10.2 Waste Characterization Studies

A. **Recyclable Materials**. Contractor shall, at its sole expense, design and perform a Residue characterization of the Recyclable Materials Processed at the Approved Recyclable Materials Processing Facility a minimum of one (1) time per calendar per year. Contractor shall propose a study methodology that must include separately Processing at least thirty (30) Tons of Recyclable Materials, stratified across no fewer than three (3) distinct days of service, from the City at the Approved Recyclable Materials Processing Facility under normal operating conditions for the facility (i.e., staffing levels, belt speed, burden depth, etc.). The methodology must be approved by the City Manager in writing prior to Contractor conducting such a study.

B. **Organic Materials.** Contractor shall, at its sole expense, design and perform waste characterization studies for Prohibited Container Contaminants for Organic Materials Collected in the City. The Contractor shall conduct waste composition studies at least two (2) times per year and the studies shall occur in two (2) distinct seasons of the year. The Contractor shall submit a proposed methodology to the City for review and approval, and the methodology must include the requirements presented below.

The study shall include samples of Organic Materials and Solid Waste taken from Containers located in different areas of the City that are representative of the City's waste stream. Contractor shall ensure that a minimum of 1 percent (1%) of accounts or 25 accounts, whichever is larger, on each and every hauler route are inspected.

The Contractor shall Transport all of the material Collected for sampling to a sorting area at an Approved Facility, where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in

each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Contractor shall use the following protocol:

1. The Contractor shall take one sample of at least a two hundred (200) pounds from the material Collected from each material stream for sampling. For example, Contractor shall take a two hundred (200) pound sample taken from the combined contents of the Organic Materials Container samples.

2. The two hundred (200) pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.

3. For each two hundred (200) pound sample, the Contractor shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.

4. The Contractor shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.

5. All weights shall be recorded in pounds.

C. Scheduling and Observation of Studies. Contractor shall, no later than January 15 of each calendar year, provide the City with a proposed methodology for each type of study and a schedule of studies for the calendar year for review and approval by the City. The City shall be notified at least thirty (30) days in advance of each study and the City, or the City's designated third party, maintains the right to observe all aspects of the study. The studies shall be scheduled within the City's normal business hours, and the City Manager may request, and Contractor shall accept, modifications to the schedule to permit observation by the City.

D. Recordkeeping and Reporting. Contractor shall maintain records of each study conducted and report results directly to the City within fourteen (14) days of completing the study as well as include the results in the Contractor's annual report, in accordance with Exhibit F.

E. General. Pursuant to the requirements of SB 1383, 14 CCR, Division 7, Chapter 12, Article 10, the City is responsible for developing and implementing a Food Recovery program in the City. The Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery program efforts in the City.

F. Identification of Commercial Edible Food Generators. Contractor shall assist the City with identifying Tier One and Tier Two Commercial Edible Food Generators for the purpose of the Food Recovery program. No later than six (6) months after the Effective Date of the Agreement, and annually thereafter, the Contractor shall identify and provide a list to the City of Commercial Customers that qualify, or appear to qualify, as Tier One or Tier Two Commercial Edible Food Generators, as defined by this Agreement. The list shall include, at a minimum: the Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business as it relates to the categories of entities specified under the definitions of Tier One and Tier Two Commercial Edible Food Generators. The Contractor shall update this information annually; maintain an up-to-date database; and include this information in the Contractor's annual report, in accordance with Exhibit F.

4.11 ROUTE AUDIT

Once during the first year and thereafter at City's request (but not more than once every three years), Contractor shall conduct an audit of its Collection routes in the City. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Contractor when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses. City may also instruct Contractor to conduct an audit at a time that would produce the most accurate Customer service information for a new service provider to use in establishing service with Customers. In setting these audit dates, City will establish due dates for Contractor providing routing and account information, and later, the report, to City.

The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver of each Customer in City. This Person(s) is to be approved in advance by City. The route audit information shall include, as a minimum, the following information for each account:

For Cart Customers:

- Route Number;
- Truck Number;
- Number and size of Carts by waste stream (Refuse, Recyclable Materials, and Organic Waste)
- Cart condition;

For Bin and Roll-off Customers:

- Route Number;
- Truck Number;
- Account Name;
- Account Number;
- Account Service Address;
- Account Type (Residential, Commercial, Roll-off);
- Service level per Contractor Billing system (Quantity, Size, Frequency, Waste Stream);
- Observed Containers (Quantity, Size, Frequency, Waste Stream).
- Container condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Contractor shall submit to City a report

summarizing the results of the audit. This summary shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (Residential, Commercial and Roll-off);
- Confirmation that all routes are dedicated exclusively to City Customers;
- Number and type of exceptions observed;
- Name and addresses of Customers that do not have Source Separated Recyclable Materials Collection services and documentation of waivers if any for each account;
- Name and addresses of Customers that do not have SSGCWO Collection services and documentation of waivers if any for each account;
- Total monthly service charge (Residential, Commercial and Roll-off Box), pre-audit for each Customer; and,
- Total monthly service charge (Residential, Commercial and Roll-off), post-audit (subsequent to corrections of identified exceptions) for each Customer.

The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations.

The report shall also include a description of the changes and Contractor's plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be available for review by City or its representative.

ARTICLE 5.
STANDARD OF PERFORMANCE

5.1 GENERAL

Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to the public and the Contractor's employees. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with Recyclable Materials, Organic Materials, and Solid Waste management practices common to the Los Angeles area.

5.2 OPERATING HOURS AND SCHEDULES

A. **Hours of Collection.** Unless otherwise authorized by the City Manager, Contractor's days and hours for Collection operations shall be as follows:

1. **Residential and Commercial Premises.** Collection from Residential and Commercial Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.

2. **City Facilities.** The Collection schedule for City facilities shall be the same as Commercial Premises specified in subsection 5.2.A.2 above.

B. **Changes in Collection Routes.** Prior to Commencement of this Agreement, Contractor shall provide the City with route maps identifying at a minimum: the type of route (e.g., Single-Family, Multi-Family, Commercial, etc.) and the service day. City shall either approve or deny proposed standard Collection routes. If City denies any standard Collection routes, Contractor may request a meet and confer with the City Manager to discuss potential options. The City Managers decision shall be final with respect to any routing changes that may impact the day of service of any Customer. Contractor may, at any time during the Term of this Agreement, propose changes or additional routes, subject to City approval. If a standard Collection route change is approved, Contractor must notify all affected Customers fourteen (14) days prior to Contractor implementing the new route. Failure to obtain City approval on route changes resulting in service day changes for Customers shall be subject to Liquidated damages as identified in Section 11.6.

C. **Holiday Collection.** Contractor, at its sole discretion, may choose not to provide Collection services on a Holiday. In such event, Contractor shall provide Single-Family Collection services on the day following the Holiday thereby adjusting subsequent work that week with normally scheduled Friday Collection Services being performed on Saturday; however, Customer service days shall be returned to the normal schedule within one (1) week of the Holiday. Multi-Family, Commercial, and City Collection Services shall be adjusted as agreed between the Contractor and the Customer but must meet the minimum frequency requirement of one (1) time per week. The Contractor shall provide Customers notice of Holiday-related changes in Collection schedules at least two (2) weeks prior to the change.

5.3 COLLECTION STANDARDS

A. **Servicing Containers.** Contractor shall Collect and return each Container to the location where the Occupant placed the Container for Collection. Contractor shall place the Containers upright with lids properly secured. For Customers other than Single-Family Residential Customers, Contractor may provide scout service, pull-out service, accessing Container enclosures with a key or access code, or locking bin service as described in Exhibit B3..

B. **Non-Collection, Courtesy Noticing.** Prior to the Commencement Date, Contractor shall develop, and submit to the City Manager for review and approval, and as per the requirements of Section 4.10.1(D)

1. A template Non-Collection Notice, for use in instances of acceptable non-Collection of Discarded Materials; and,

2. A template Courtesy Pick-Up Notice, for use in instances of improper set-out of Discarded Materials, which the Contractor, at its sole option, elects to Collect as a courtesy to the Customer.

Per the requirements identified in Section 4.10.1, in the event that Contractor encounters

circumstances at a Customer Premises which prevents the Contractor from Collecting Discarded Materials which have been placed for Collection, Contractor shall leave a Non-Collection Notice at the Customer Premises clearly explaining Contractor's reason for refusal to Collect the Discarded Materials. Contractor shall not be required to Collect Discarded Materials which are reasonably believed to contain Excluded Waste, pursuant to the requirements of Section 5.8. Contractor may propose an alternative to a paper Non-Collection Notice left at Customer Premises (e.g., Customer notification via a phone call or e-mail) subject to City approval. Such an alternative must involve pro-active communication with Customer, initiated by Contractor.

In the event that Contractor encounters circumstances at a Customer Premises which allow for safe Collection of Discarded Materials, but do not otherwise reflect proper set-out procedures (including, but not limited to spills not caused by the Contractor, Carts placed too close together, Carts placed in front of one another, and/or Carts placed too close to parked cars), Contractor shall Collect the material and leave a Courtesy Pick-Up Notice at the Customer Premises clearly explaining how the Customer failed to comply with proper set-out procedures.

Contractor may educate the public on proper set-out procedures designed to maximize the efficiency of Collection (e.g., Carts spaced three (3) feet apart). However, Contractor acknowledges that such procedures are not practical in all circumstances and failure of the Customer to follow such procedures does not constitute a reason for non-Collection if the Discarded Materials may be safely and reasonably serviced. Contractor's route drivers shall dismount their Collection vehicles and reposition Containers as necessary to provide Collection service. Contractor may not require a Customer to set out the Customer's Containers in such a manner that would block vehicle access to Customer's driveway. Contractor and Customers may mutually agree to uncommon service locations if necessary for Collection in specific areas (e.g., setting out all of the Carts in a court in a line down the middle of the court as opposed to Curbside.)

Contractor may refuse to Collect Recyclable Materials or Organic Materials Containers which are contaminated in accordance with Exhibit B and Section 4.10 and shall leave an approved Non-Collection notice informing Customer how to properly separate materials.

C. **Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material placed for Collection, fuel, and other vehicle fluids while providing services under this Agreement. If any materials are spilled or leaked during Collection and Transportation, the Contractor shall clean up all spills or leaks before leaving the site of the spill.

Contractor shall not Transfer loads from one vehicle to another on any Public Street, unless it is necessary to do so because of mechanical failure, combustion of material in the truck, or accidental damage to a vehicle.

Contractor shall cover all open Roll-Off Boxes at the pickup location before Transporting materials to the Approved Facility.

Contractor shall conduct public outreach and staff training to Customers on best management practices for litter abatement at no extra charge. Such best management practices include, without limitation:

1. Closing Container lids and right sizing service: Contractor staff will tag overfull Containers with Courtesy Pick-Up Notices, which will serve as outreach and education to the Customer.

Photos of the Container will be taken by drivers, attached to the Customer's account, and will be available to outreach and Customer service staff in order to demonstrate to the Customer where a problem exists.

2. Outreach to Customer on importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.

3. Driver training on litter reduction techniques and litter removal best management practices.

4. Affixing signage to the back of Contractor trucks which provides a phone number for residents to report material spills.

D. **Development and Review of Collection Specifications.** Contractor shall work with the City to develop standard specifications for Collection Container enclosures at Commercial and Multi-Family Premises. These specifications shall be developed to ensure that the Collection Container enclosures are built to provide adequate space for and suitable configuration to allow the Contractor to safely and efficiently service Recyclable Materials, Organic Materials, Solid Waste, and/or Mixed Waste Containers. Contractor's Operations Manager or other appropriately qualified staff shall, upon request by the City Manager, provide a review of plans for new Multi-Family and Commercial development or project design drawings. Contractor shall provide comments and recommendations resulting from the review in writing within ten (10) Working Days of receipt of the documents for review. In each review report, Contractor shall comment on the acceptability of the proposed enclosure arrangements in terms of: i) the adequacy of space for Recyclable Materials, Organic Materials, Solid Waste, and/or Mixed Waste Containers; ii) the accessibility of the Containers for Collection including whether additional charges (e.g., pull-out or scout service, etc.) would apply; and iii) ease of use by tenants.

E. **No Commingling of Materials.** Contractor shall Collect materials generated in the City in Collection vehicles separately from other materials generated outside the City service area, unless otherwise approved by the City Manager. Contractor shall not commingle materials which have been Source Separated with other material types (for example, Source Separated Recyclable Materials which have been properly placed for Collection shall not be combined with Solid Waste or Source Separated Organic Materials).

5.4 TRANSFER AND PROCESSING STANDARDS

5.4.1 Equipment and Supplies

Contractor shall equip and operate the Approved Processing Facilities in a manner to fulfill Contractor's obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability of the Approved Processing Facilities. Contractor shall modify, enhance, and/or improve the Approved Processing Facilities as needed to fulfill Services under this Agreement.

Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, Transfer, Transport, and Processing equipment, and other consumables as appropriate and necessary to operate the Approved Processing Facilities and provide all services required by this Agreement. Contractor shall place the equipment in the charge of competent operators.

Contractor shall repair and maintain all equipment at its own cost and expense.

5.4.2 Scales and Weighing

Contractor is solely responsible for ensuring accurate weighing of all materials entering and leaving the Approved Processing Facilities.

A. **Facility Scales.** Contractor shall maintain State-certified motor vehicle scales in accordance with Applicable Law. All scales shall be linked to a centralized computer recording system at the Approved Processing Facilities to record weights for all incoming and outgoing materials. Contractor shall provide back-up generator(s) capable of supplying power to the scales in the event of a power outage. Contractor shall promptly arrange for use of substitute portable scales should its usual scales not be available for whatever reason. Pending substitution of portable scales, Contractor shall as necessary estimate the Tonnages of materials delivered to and Transported from the Approved Processing Facilities, on the basis of delivery vehicle and Transfer trailer volumes, tare weights, and/or other available facility weight records. These estimates shall take the place of actual weights while scales are inoperable and shall be identified as estimates in electronic records and reporting.

B. **Tare Weights.** No less than thirty (30) calendar days prior to the Commencement Date, Contractor shall ensure that all vehicles used by Contractor to deliver Recyclable Materials, Organic Materials, Solid Waste, and Mixed Waste to the Approved Processing Facilities are weighed to determine unloaded ("tare") weights. Contractor shall electronically record the tare weight, identify vehicle as Contractor owned, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City with a report listing the vehicle tare weight information upon request. Contractor shall promptly weigh additional or replacement vehicles prior to placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) calendar days of a City request and shall re-tare vehicles immediately after any major maintenance or service event.

C. **Testing.** Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least one (1) test and recalibration per scale every twelve (12) months or upon City request.

D. **Records.** Contractor shall maintain computerized scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification number. Contractor shall also maintain computerized scale records and reports providing historical vehicle tare weights for each vehicle and the date and location for each tare weight recorded.

E. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the Approved Processing Facilities, Contractor shall make those videos available for City review during the Approved Processing Facility's operating hours, upon request of the City, and shall provide the name of the driver of any particular load if available.

5.5 COLLECTION VEHICLE REQUIREMENTS

A. **Vehicle Requirements.** Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, Complaints, and emergencies.

1. Vehicles shall be new and model year 2021 or later by January 1, 2024 under this Agreement. Furthermore, Contractor shall operate no vehicles within the City over 14-years in age during the Term of this Agreement should this Agreement be extended beyond the initial Term and extended as described in Sections 2.1 and 2.1.1. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall meet 2022 On-Road Heavy Duty Vehicle emissions requirements, regardless of the actual model year of Contractor's vehicles, and generally comply with all Federal, State, and local laws and regulations. Contractor's vehicles shall utilize Recycled motor oil to the extent practicable.

2. All Collection vehicles, excluding spares, scout vehicles, supervisor vehicles, Container delivery and other specialty vehicles used on a sporadic basis, used by Contractor under this Agreement shall be powered by renewable natural gas (RNG), or alternatively Contractor may utilize electric vehicles (EV).Contractor shall maintain records of the amount of RNG purchased and shall report this information in accordance with Exhibit F. Contractor shall agree to the City the right to report this RNG usage toward the City's fulfilment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.

3. Collection vehicles shall have the capacity to Collect and Transport loose Cardboard overages, to ensure that Contractor is capable of complying with Exhibit B.

4. Collection vehicles shall present a clean appearance while providing service under this Agreement.

B. **Vehicle Display.** Contractor's name and local telephone number shall be displayed on all vehicles in at least four (4) inch characters. Vehicles shall be equipped with sign board holders or other hardware to allow public education signage of no less than thirty-six (36) by forty-eight (48) inches to be displayed on both sides of the vehicle.

C. **Vehicle Inspection.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall repair or arrange for the repair of all its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. City Manager may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with sanitation requirements.

D. **Vehicle Operations.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County, and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed sixty (60) decibels with the exception of sixty-five (65) decibels for one (1) minute duration. All decibel readings shall be based on a distance of ten (10) feet from any part of the Vehicle. The City may request Contractor to check any piece of equipment for conformance with the noise limits in response to Complaints and/or when the City Manager believes it is reasonable to do so.

E. **Leaks and Spill Mitigation.** Contractor shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. Contractor shall notify City of any leaks or spills reported to Contractor or observed by any employee of Contractor. Contractor shall ensure that leaks or spills are remediated within two (2) hours of

notification or observation. Contractor shall notify City immediately upon remediation of leaks or spills. No pollutant that leaks, spills, or otherwise escapes from any Contractor vehicle may be washed into a storm drain or otherwise allowed to enter a storm drain at any time. Contractor must take all measures necessary to prevent the discharge of any such pollutant into a storm drain. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts. Contractor shall provide photographic evidence to the City for each clean up. Payment of Liquidated Damages for failure to clean up leaks or spills within the required timeframe, and/or for failure to follow the cleanup procedures, does not excuse Contractor from the clean-up requirements contained in this Section 5.5.E.

5.6 CONTAINER REQUIREMENTS

A. Containers Provided to Customers. On or before the Commencement Date, Contractor shall provide Customers (including Single-Family, Multi-Family, Commercial, and City facility Customers) with new Collection Containers as requested by the Customer to meet its desired Service Level. Contractor shall provide Containers to new Customers requesting service initiation within three (3) Working Days of Contractor's first receipt of the Customer request. Contractor-provided Containers shall be new and shall comply with the Container standards set forth in the Section. All Containers shall display the Contractor's name, logo, telephone number, website, capacity (yards or gallons) and some identifying inventory or serial number. Contractor shall cooperate with the previous City Collection contractor to ensure that all existing Containers are replaced with Contractor-provided Containers within thirty (30) calendar days following the Commencement Date.

B. Container Standards

1. All Carts shall be manufactured by injection or rotational molding methods. The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles shall provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable. Carts provided to Customer shall have a useful life of ten (10) or more years or more as evidenced by a manufacturer's warranty or other documentation acceptable to the City.

2. Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the Term of this Agreement: maintain its original shape and appearance; be resistant to kicks and blows; require no routine maintenance and essentially be maintenance free; not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that shall interfere with its intended use; resist degradation from ultraviolet radiation; be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats); the bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface; all wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended.

3. Carts shall be resistant to common household or Residential products and chemicals; human and animal urine and feces; and, airborne gases or particulate matter currently present in the ambient air of the Service Area.

4. All Bins with a capacity of one (1) cubic yard or more shall meet applicable Federal regulations for Bin safety and be covered with attached lids.

5. Contractor shall obtain the City's written approval of Container material, design, colors, labeling, and other specifications before acquisition, painting, labeling, or distribution occurs.

6. When purchasing plastic Collection Containers, Contractor shall purchase Containers that contain a minimum of thirty percent (30%) post-consumer recycled plastic content, unless such requirement is waived by the City Manager.

7. Container lids shall be designed such that the follow requirements are met:

   a. Prevents the intrusion of rainwater and vectors;

   b. Prevents the emissions on odors;

   c. Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;

   d. Permits users of the Cart to conveniently and easily open and shut the lid throughout the serviceable life of the Cart;

   e. Hinges to the Cart body in such a manner to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Cart body;

   f. Prevents damage to the Container body, the lid itself, or any component parts through repeated opening and closing of the lid by Generators or in the dumping process as intended;

   g. Remains closed in winds up to twenty-five (25) miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two (2) extremes; and,

   h. Designed and constructed such that it prevents physical injury to the user while opening and closing the Cart.

8. Containers shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or an open position. Containers shall be capable of maintaining upright position in sustained or gusting winds of up to twenty-five (25) miles per hour as applied from any direction.

9. Containers shall be capable of being easily moved and maneuvered, if applicable, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

10. All such Containers shall be one hundred percent (100%) recyclable at the end of their useful life.

11. All Containers shall be designed and constructed to be watertight and prevent the leakage of liquids.

C. **Container Colors.** Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this section, or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. Colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation; and the lids and bodies shall be uniform for each Container type, as follows:

1. Recyclable Materials Container bodies and lids shall be blue;

2. Organic Materials Container bodies and lids shall be green;

3. Solid Waste Container bodies and lids shall be black or grey;

4. Mixed Waste Container bodies and lids shall be black; and,

5. Food Waste Container bodies and lids shall be brown.

Hardware such as hinges and wheels on the Containers may be a different color than specified above. All Containers shall comply with these color requirements, including Split-Bins. Each section of the Split-Bin shall be painted in accordance with the color requirements in this Section for the applicable Discarded Material type intended for that segregated section of the Bin (e.g., a Split-Bin for Solid Waste and Recyclable Materials would be half gray and half blue, respectively).

D. **Container Labeling.** All markings on the Containers shall be approved by the City in advance of ordering such Containers. On the lid of each Cart, and the body of each Bin and Roll-Off Box, Contractor shall label the ultimate destination of such materials as follows: "LANDFILL" for Solid Waste; "RECYCLE" for Recyclable Materials (including Cardboard, mixed paper, metal, etc.); and, "COMPOST" for Organic Materials (including Food Waste, Yard Trimmings, wood waste, etc.). On the body of each Cart, Bin, and Roll-Off Box, Contractor shall label the Container capacity (in gallons for Carts, and cubic yards for Bins and Roll-Off Boxes). Container body labeling shall be positioned on the side of each Container, so it is visible to the Customer at all times.

Carts shall have positional marking in the form of an arrow (at least three (3) inches by five (5) inches) hot stamped on the Cart lid, indicating the direction of Cart placement; and, in character size of no less than 3/16 inches, the phrase: "PLACE CART WITH ARROW FACING STREET FOR COLLECTION."

All Carts shall include a high-quality educational information label using in-mold technology, such that all labeling shall be integral to the lid, though the use of injection molding, and shall not be affixed to any part of the Cart or lid using adhesives. Notwithstanding the provisions of this Section, or the requirements of SB 1383, the in-mold lid label shall, at a minimum, include for each Container: primary materials accepted; primary materials prohibited; a clear indication of Prohibited Container Contaminants for that Container type, acceptable materials; prohibited materials; notification forbidding Hazardous Waste and describing proper Disposal thereof;

notification forbidding scavenging (through words and international symbols) and describing the penalties therefore under California law or City Resolution; and, information about the Collection program.

E. **Repair and Replacement of Containers; Inventory.** Contractor shall be responsible for repairing or replacing Containers when Contractor determines the Container is no longer suitable for service; or when the City or Customer requests replacement of a Container that does not properly function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring and providing the replacement Containers. Contractor shall repair or replace all damaged or broken Containers within three (3) Working Days of Customer or City request. Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by the Contractor personnel. All repairs must restore the Cart to its full functionality to meet the design and performance requirements as set for herein.

Contractor shall maintain a sufficient inventory of Containers to accommodate new Customer requests for service, requests for change in Service Levels (size, type, or number of Containers) from current subscribers, and requests for replacement due to damage.

Contractor shall provide to Single-Family Customers at least one (1) free Cart replacement per any twelve (12) month period for any reason, upon Customer request. If Customer requests more than one (1) Cart replacement per any twelve (12) month period, Contractor shall make Carts available at the City-approved Rate for such services. In addition, Single-Family Customers may also request one Cart size exchange per Rate Period at no charge. All such Containers shall be provided within three (3) Working Days of request. Contractor's failure to comply with the Container requirements may result in assessment of Liquidated Damages pursuant to Section 11.6.

F. **Maintenance, Cleaning, Painting.** All Containers shall be maintained in a safe, serviceable, and functional condition, and present a clean appearance. Contractor shall repair or replace all Containers damaged by Collection operations in accordance with standards specified in Section 5.6.D, unless damage is caused by Customer's gross negligence, in which case, the Customer will be billed for repair or replacement of Container at a City-approved Rate for such service. All Containers shall be maintained in a functional condition.

Contractor shall steam clean and/or repaint all Containers as needed (other than Carts) to present a clean appearance. Contractor shall offer steam cleaning service (or clean Container exchange) to Customers requesting such service and shall charge Customers for such cleaning (or Container exchange) at the City-approved Rate for such service.

Contractor shall remove graffiti from Containers within two (2) Working Days or notification at no additional charge.

Upon request from the City Manager, Contractor shall provide the City with a list of Containers and the date each Container was painted and maintained.

5.7 PERSONNEL

A. **General.** Contractor shall furnish such qualified personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from Customers or members of the public.

B. **Hiring of Displaced Employees.** Contractor is aware of and shall comply with the requirements of and duties imposed by Sections 1072 and 1075 of the California Labor Code regarding offers of employment to any displaced employees resulting from a change in service provider, if any, resulting from this Agreement or upon the expiration of this Agreement.

C. **Driver Qualifications.** All drivers must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

D. **Safety Training.** Contractor shall provide suitable operational and safety training for all employees who operate Collection vehicles or equipment. Contractor shall train its employees involved in Collection to identify, and not to Collect, Excluded Waste. Upon the City Manager's request, Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

E. **Designated Staff.**

1. Contractor's Contract Administrator. Contractor shall designate at least one (1) qualified employee as City's primary point of contact with Contractor who is principally responsible for Collection operations and resolution of service requests and Complaints. Such individual shall be empowered to negotiate on behalf of and bind Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters which may arise during the Term of this Agreement. Such individual is defined as Contractor's General Manager.

2. Field Supervisor. Contractor shall designate one (1) qualified full-time employee as supervisor of field operations. The designated Field Supervisor will devote at least fifty percent (50%) of their time in the City in the field checking on Collection operations, including responding to Customer requests, inquiries, and Complaints.

3. Zero Waste Account Representatives. Contractor shall provide two (2) Zero Waste Account Representatives in advance of the Commencement Date and the Zero Waste Account Representatives shall assist in contacting all Multi-Family and Commercial Customers prior to the Commencement Date to determine Service Levels. The duties of the Zero Waste Account Representatives will be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance, and will be substantially as proposed by Contractor in Exhibit L, Contractor's Proposal and in Exhibit C, Public Education and Outreach Requirements. Zero Waste Account Representatives shall be full-time, regular, and professional positions. Contractor acknowledges that the Zero Waste Account Representative role is not intended to be an internship, or entry-level role.

F. **Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify the City of any changes in Contractor's key staff to be assigned to perform

the services required under this Agreement and shall obtain the approval of the City Manager of all proposed key staff members who are to be assigned to perform services under this Agreement prior to any such performance.

Notwithstanding City's approval of Contractor's personnel, Contractor shall not be relieved from any liability resulting from the work to be performed under this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and Contractor shall ensure that its personnel at all times fully comply with Applicable Law.

At any point during the Term of this Agreement, the City may request, in writing, that any of Contractor's employees be reassigned such that they no longer perform any work relating to this Agreement and shall provide a statement describing the reason for such request. Within twenty-four (24) hours of Contractor's receipt of such request, or such other time agreed to by City in writing, Contractor shall remove the identified employee(s) from performing any work related to this Agreement; the vacated position(s) must be filled by Contractor with a suitable replacement within ten (10) calendar days and Contractor shall immediately fill the vacated position with a temporary replacement if required to perform, without delay, all services required under this Agreement.

5.8 HAZARDOUS WASTE INSPECTION AND HANDLING

A. **Inspection Program and Training.** Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.

Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

B. **Response to Excluded Waste Identified During Collection.** If Contractor determines that material placed in any Container for Collection is Excluded Waste or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator cannot be reached immediately, the Contractor shall, before leaving the Premises, leave Non-Collection Notice, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Excluded Waste or a phone number of an entity that can provide information on proper Disposal of the Excluded Waste. Under no circumstances shall Contractor's employees knowingly Collect Excluded Waste or remove unsafe or poorly containerized Excluded Waste from a Collection Container.

If Excluded Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the Fire Department.

C. **Response to Excluded Waste Identified At Processing or Disposal Facility.** Materials Collected by Contractor will be delivered to the Approved Facilities for purposes of Processing or Disposal. In the event that load checkers and/or equipment operators at such facility identify Excluded Waste

in the loads delivered by Contractor, such personnel shall remove these materials for storage in approved, on-site, Excluded Waste storage Container(s). Contractor shall arrange for removal of the Excluded Wastes at its cost by permitted haulers in accordance with Applicable Laws and regulatory requirements. The Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost of Disposal shall be chargeable to the Generator.

5.9 CONTRACT MANAGEMENT

The City Manager shall monitor and administer of this Agreement. Contractor shall designate an employee to serve as Contractor's Contract Administrator(s), to be responsible for working closely with the City Manager in the monitoring and administration of this Agreement.

The Contractor's Contract Administrator shall meet and confer with the City Contract Administrator to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient, effective, manner that is consistent with the stated objectives of this Agreement.

The City Manager, or their designee, and the Contractor's Contract Administrator shall hold contract management meetings monthly or at such other frequency as designated by the City Manager. This meeting is intended to review the status of Contractor's implementation of programs and services required under this Agreement, coordinate shared efforts between the parties, and such other agenda items as are deemed appropriate by the Parties for such meetings.

From time to time the City Manager may designate other agents of City to work with Contractor on specific matters. In such cases, those individuals should be considered designates of the City Manager for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted thereto. In the event of a dispute between the City Manager's designate and Contractor, the City Manager's determiFranchination shall be conclusive.

In the event of dispute between the City Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement, the City Manager's determination shall be conclusive except where such determination results in a material impact to the Contractor's revenue and/or cost of operations. In the event of a dispute between the City Manager and the Contractor results in such material impact to the Contractor, the provisions of Section 11.9 shall apply. For the purposes of this Section, "material impact" is an amount equal to or greater than one percent (1%) of Contractor's annual Gross Receipts under this Agreement.

City Manager or their designate shall have the right to observe and review Contractor operations and Processing Facilities and enter Premises for the purposes of such observation and review, including review of Contractor's records, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to such Premises for a period of more than three (3) calendar days after receiving such a request. City Manager shall be granted access to Contractor's information systems and Customer service database in accordance with Section 4.8.

5.10 ENVIRONMENTALLY PREFERABLE PURCHASING

Contractor shall, prior to the Commencement Date, develop and implement an "Environmentally Preferable Purchasing Policy". The policy shall be subject to review, request for modification, and approval by the City Manager. The policy shall, at a minimum, include provisions for: (i) purchasing materials with

the highest available Recycled content without materially degrading the performance of the product; (ii) purchasing materials that utilize non-toxic, non-polluting alternative chemistry; (iii) a twenty percent (20%) price preference, relative to virgin or toxic content products, for purchasing environmentally preferable materials and supplies; and, (iv) source reduction and pollution prevention strategies for Contractor's operations.

5.11 LOCAL PURCHASING PREFERENCE

Contractor shall, throughout the Term of this Agreement, give preference to purchasing materials and supplies used in connection with Agreement from local vendors within the City. At a minimum, Contractor shall purchase the following items from vendors within the City where possible: vehicle supplies (e.g., fuel, fluids, tires, parts, etc.); printing and publishing services for any and all public education and outreach materials; uniforms, safety clothing/equipment, work boots; and office supplies. Additionally, Contractor shall support restaurants and food suppliers located within the City when catering special events for the City or the community, and for Contractor's employees. Contractor shall submit an annual report, as required in Exhibit F, to City identifying their compliance with this Section.

5.12 MINIMUM DIVERSION REQUIREMENTS

Contractor shall Divert from landfilling a minimum of 36% of all Discarded Material it Collects under this Agreement excluding Construction and Demolition Debris. Compliance will be measured on a calendar year basis, beginning with calendar year 2023. Discarded Materials Collected shall only be considered to have been Recycled or Diverted as required under this Agreement if it is deemed to be Diversion by CalRecycle in connection with efforts to meet City's Diversion goals. The Contractor shall make reasonable efforts to assure that Recyclable Materials, Organic Materials, and Mixed Waste are Transported, handled at the Approved Processing Facilities, so as to prevent or minimize the amount of such materials taken to a landfill and to maximize Diversion credits for the City. Contractor shall provide documentation to the City within thirty (30) days of the end of each calendar year stating and supporting that calendar year's Diversion rate. Diversion from sources other than Contractor's Collection and Diversion efforts (such as source reduction, reuse, or Recyclable Materials and Organic Materials Diverted by other enterprises, Collection of materials that are not the subject of this Agreement, or the efforts of Self-Haulers) is not to be counted as Diversion achieved by Contractor. Transformation may be used as a method to achieve the minimum Recycling requirements to the extent that is allowable as Diversion as defined by CalRecycle.

Contractor shall Divert from landfilling the State-mandated Construction and Demolition Diversion percentage of all Construction and Demolition Debris loads Contractor Collects under this Agreement.

Upon the request of either Party, not more often than once every two (2) years, the Parties agree to meet and confer regarding adjustments to the minimum Diversion rate, based on factors including waste composition data provided by Contractor, trends in source reduction and reuse, trends in third party Diversion, extent of reverse logistics, emerging methods of Processing and Recycling/reusing new waste materials, the availability of markets, Transportation constraints, embargoes, and the impact of scavenging. City shall consider such information provided by Contractor and other industry data and shall, at its sole discretion, determine if any adjustments to the minimum Diversion requirements shall be made, and such changes must be approved by the City Council before becoming effective. If these Diversion requirements are not met, City may instruct Contractor to initiate new programs at Contractor's expense in order for this goal to be met on a consistent basis.

ARTICLE 6.
RECORD KEEPING AND REPORTING

6.1 RECORD KEEPING

Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, programmatic, and other records, and associated documentation, related to its performance as shall be necessary to provide detailed and accurate reports under this Agreement, and to demonstrate compliance with this Agreement and Applicable Law. Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination. Records and data shall be in chronological and organized form that is readily and easily interpreted to facilitate the flexible use of data to structure reports. Contractor's records shall be stored in one central location, physical or electronic, that can be readily accessed by Contractor. Upon request, any such records shall be retrieved in a timely manner, not to exceed five (5) Working Days of a request by the City Manager, and made available to the City Manager; including any record or documentation that City, in their sole discretion, may deem necessary, for the City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 876, AB 901, SB 1383, and other current or future Federal, State, or local regulations, as amended.

Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records shall be protected and backed-up. The City reserves the right to require the Contractor to maintain the records required herein using a City-approved web-based software platform, at Contractor's expense. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required by City, as requested, under this Agreement.

At a mutually agreed upon time during normal business hours, but within five (5) Work Days of a written request, Contractor shall provide to the City the Contractor's data and records with respect to the matters covered by this Agreement and Applicable Law. Contractor shall permit the City, or its designee, to audit, examine, and make excerpts or transcripts from such data and records, and make copies of all data relating to all matters covered by this Agreement and the Applicable Law. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years following the City's receipt of final payment under this Agreement unless the City agrees in writing to an earlier disposition. Contractor agrees that all data regarding business operations, Customer lists, routing, Tonnage, Service Levels, work orders issued from dispatch, Customer service logs and account notes, and work force and bargaining agreements, do not constitute Proprietary Information or Trade Secrets and shall be made available to the City Manager or their designee upon request and within the timelines required by this Section 6.1. City is subject to the California Public Records Act (Government Code section 6250, *et. seq.*) and nothing in this Agreement is intended to impair City's requirements or obligations under that Act.

City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards its ability to prove where Collected Recyclable Materials, Organic Materials, Solid Waste, and Mixed Waste are taken for Transfer, Processing, or Disposal. Contractor shall maintain records which can establish where Recyclable Materials, Organic Materials, Solid Waste, and Mixed Waste Collected were

Transferred, Processed, or Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

6.2 REPORT SUBMITTAL REQUIREMENTS

Contractor shall submit monthly reports within twenty (20) calendar days after the end of the calendar month and annual reports no later than forty-five (45) calendar days after the end of each calendar year. Monthly and annual reports shall include at a minimum, all data and information described in Exhibit F, unless otherwise specified under this Agreement.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the City Manager, or their designee, in their sole discretion. City Manager may, from time to time during the Term, review, and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests.

Contractor shall submit all reports to the City Manager electronically via e-mail using software acceptable to the City. The City reserves the right to require the Contractor to maintain records and submit the reports required herein through use of a City-selected web-based software platform, at the Contractor's expense.

City reserves the right to require Contractor to provide additional reports or documents as City Manager reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

6.3 PERFORMANCE REVIEW

City may hold a public hearing, or other meeting, on or about the two-year anniversary of the start of this Agreement, and each 12 months thereafter, at which time Contractor shall be present and shall participate, to review the Discarded Materials Collection, source reduction, Processing and other Diversion services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, Processing and Disposal to achieve a continuing, advanced Discarded Materials Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Forty-five (45) days after receiving notice from City of a Performance Review Hearing, Contractor shall, at a minimum, submit a report to City indicating the following:

a. Changes recommended and/or new services to improve City's ability to meet the goals of AB 939, AB 341, SB 1383, and any current or future regulations, and to contain costs and minimize impacts on Rates. A specific plan for regulatory compliance shall be included.

b. Any specific plans and proposed costs for provision of changed or new services by Contractor.

c. Results of the most recent route audit as described in Section 4.11.

The reports required by this Agreement regarding Customer Complaints shall be used as one basis for review. Contractor may submit other relevant performance information and reports for consideration. City may request Contractor to submit specific information for the hearing. In addition, any Customer may submit comments or Complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Performance Review Hearing shall include, but shall not be limited to, services provided, route audit results, feasibility of providing new services, application of new technologies, Customer Complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints and Contractor performance. City and Contractor may each select additional topics for discussion at any Performance Review Hearing.

Not later than sixty (60) days after the conclusion of each Performance Review Hearing, City may issue a report. As a result of the review, City may require Contractor to provide expanded or new services within a reasonable time and for reasonable Rates and compensation and City may direct or take corrective actions for any performance inadequacies.

6.4 PERFORMANCE SATISFACTION SURVEY

If requested the City, City shall retain a third-party company to conduct a survey at Contractor's expense, not more than once per calendar year. The third-party company retained by Contractor shall be approved by the City. In the event the City does not approve the third-party company, the City shall have the right to select a company of their choosing, and the cost of the City-selected company shall be borne by the Contractor. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by the Contractor. Survey will be distributed to a minimum of 10% of Single-Family Customers and 10% of Multi-Family Customers and 10% of Commercial Customers, selected at random. City will prepare separate Single-Family, Multi-Family and Commercial Customer surveys and will seek City approval of survey content and format prior to distribution and will incorporate City content, if City requests. If the survey is requested in conjunction with a performance review under Section 6.3, survey results must be made available to the City thirty (30) days prior to the hearing.

6.5 BIENNIAL AUDIT

City may conduct an audit of Contractor at any time. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to:

a. Compliance with terms of this Agreement;

b. Customer Service Levels and Billing;

c. Fee payments;

d. Receipts;

e. Tonnage;

f. Complaint log;

g. Compliance with Mandatory Commercial Recycling, Mandatory Commercial Organics Recycling, and SB 1383; and,

h. Verification of Diversion rate.

The first audit, to be performed during 2024, will be based on the Contractor's reports and records for calendar year 2023. Audits will be performed every other year thereafter (the biennial audit). Contractor will reimburse to the City the cost of such audits up to fifty thousand dollars ($50,000) for the first audit, and fifty thousand dollars ($50,000) for each subsequent biennial audit in 2024 dollars. The fifty thousand dollars ($50,000) amount in subsequent years shall be adjusted annually by 2.5% per year as shown in the table below:

Year Performed	Contractor Reimbursement
2024	$ 50,000
2026	$ 51,250
2028	$ 52,531
2030	$ 53,845
2032	$ 55,191
2034 or thereafter	+2.5% per year

Should an audit by the City disclose that Franchise or other fees payable by the Contractor were underpaid by three percent (3%) or more, or that more than two percent (2%) of the Customers were inaccurately billed, for the period under review, Contractor shall reimburse the City for the actual cost of the audit to the extent it exceeded fifty thousand dollars ($50,000) and shall also pay for additional audit costs if City determines it is necessary to expand the scope of the audit.

6.5.1 Payments and Refunds

Should an audit by the City disclose that the Franchise Fees payable by the Contractor were underpaid or that Customers were overcharged for the period under review, Contractor shall pay to City any underpayment of Franchise Fees and/or refund to Contractor's Customers any overcharges within thirty (30) days following the date of the audit. Should an audit disclose that Franchise Fees were overpaid, City shall refund to Contractor the amount of the overpayment within the same time frame. Should the audit disclose that Customers were undercharged, Customers may be billed for up to, but not exceeding, ninety (90) days of services not previously billed by Contractor or City.

ARTICLE 7.
CITY FEES

7.1 FRANCHISE FEE

The Contractor shall pay a Franchise Fee to City each month in exchange for the rights granted under this Agreement. The amount of the Franchise Fee shall be equal to ten percent (10%) of Gross Receipts, paid out of Contractor's Profit for all services performed under this Agreement and shall be paid monthly, paid in arrears. Concurrent with each Franchise Fee payment, Contractor shall provide an accounting worksheet showing the amount, if any, of delinquent Customer accounts. The Franchise Fee was the product of extensive negotiation and represents the Parties' estimate of the reasonable value of the Franchise.

7.1.1 Adjustment to Franchise Fee

City may adjust the amount of the Franchise Fee annually, with fee increases permitted only to the extent such an increase can be included in the approved Rates. Such adjustment shall be reflected in the Rates that Contractor is allowed to charge and collect from Customers in accordance with Article 8.

7.2 AB 939/SB 1383 REIMBURSEMENT

The Contractor shall pay an AB 939/SB 1383 Reimbursement to City each month. The amount of the AB 939/SB 1383 Reimbursement shall be equal to two percent (2%) of Gross Receipts, paid out of Contractor's Profit for all services performed under this Agreement and shall be paid in monthly, paid in arrears. City shall use the AB 939/SB 1383 Reimbursement to refund expenses including but not limited to, staffing costs related to City programs, pilot studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance, capacity planning, provision of special Containers, or other activities involved in compliance with AB 939 and/or SB 1383. The City shall retain the sole right to set priorities for the use of its AB 939/SB 1383 Fee.

7.3 ADJUSTMENT TO AB 939/SB 1383 REIMBURSEMENT

City may set other reimbursement payments or adjust the reimbursement amounts established in this Article from time-to-time during the Term of this Agreement and such adjustments shall be included in the adjustment of Rates described in Exhibit E.

The amounts of the AB 939/SB 1383 Fee shall be adjusted for subsequent Rate Periods shall be adjusted annually by the change in CPI as defined in Exhibit A.

7.4 PAYMENT SCHEDULE AND LATE FEES

Within twenty (20) calendar days of the end of each calendar month, during the Term of this Agreement, Contractor shall remit to City all fees as described in this Article. Such fees shall be remitted to City and sent or delivered to the City Manager. If such remittance is not paid to City on or before the twentieth (20^{th}) calendar day following the end of a calendar month, all fees due shall be subject to a delinquency penalty of one and one-half percent (1.5%), which attaches on the first day of delinquency. The delinquency penalty shall be increased an additional one and one-half percent (1.5%) for each additional month the payment remains delinquent.

Each monthly remittance to City shall be accompanied by a statement listing the amount of each fee paid; calculation of each fee; and statement of Gross Receipts.

7.5 CONTRACTING FEE

Contractor shall pay to City a Contracting Fee in a one-time lump sum payment within seven (7) days of execution of this Agreement to reimburse the City for its out-of-pocket costs of awarding the Franchise. The Contracting Fee is estimated to be $250,000.

7.6 OTHER FEES

City shall reserve the right to set other fees, or further adjust the Franchise Fee, AB 939/SB 1383 Regulatory Reimbursement and Administrative Fee beyond the regular annual adjustments described above as it deems necessary, to the extent that such further adjustments are also included in the

adjustments to the approved Rates.

7.7 DISCONTINUANCE OF FEES

In event one or more of the fees described in Sections 7.1 and 7.2 are discontinued during the Term of this Agreement including Agreement extensions granted by the City, Customer Rates will be reduced based on the amount of the discontinued fee(s).

ARTICLE 8.
CONTRACTOR'S COMPENSATION AND RATE SETTING

8.1 GENERAL

Contractor will perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services. Contractor Compensation provided for in this Article shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, Disposal, Recycling, Processing, Transfer, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

8.2 INITIAL RATES

The Rates for the Rate Period ending December 31, 2023, shall not exceed those set forth in Exhibit D hereto, unless amended by a written amendment to this Agreement entered into by and between the City and the Contractor. Contractor has reviewed these maximum Rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate Contractor Compensation. Unless and until the maximum Rates set forth on Exhibit D are adjusted, Contractor will provide the services required by this Agreement, charging no more than the maximum Rates authorized by Exhibit D, except as provided herein in this Article 8.

8.3 SCHEDULE OF FUTURE ADJUSTMENTS

Beginning with Rate Period two (2) (January 1, 2024, to December 31, 2024) and for all subsequent Rate Periods, Contractor or City may request an annual adjustment (increase or decrease) to the maximum Rates shown in Exhibit D, excepting that Contractor shall be entitled to those automatic adjustments in Rates as provided in Section 8.4.2 hereof. The automatic adjustments must be submitted to the City on or before September 1 of each year for review by City Manager, or his or her designee, of accuracy of the supporting data. . For all inflationary adjustments extending beyond those set forth in Section 8.4.2, the Contractor shall submit its request in writing, to be received by City in person or via certified mail, by September 1 of the year prior to the Rate Period which the increase is requested, based on the method of adjustment described in Section 8.5. Failure to submit a written request by September 1, shall result in Contractor waiving the right to request such an increase for the Rate Period. If an adjustment results in a Rate decrease, then the City shall maintain the current Rates and rollover the Rate decrease to the next Rate adjustment; the intent is to ensure subsequent Rate increases shall be offset with any decrease not previously implemented.

8.4 METHOD OF ADJUSTMENTS

8.4.1 General

Pursuant to Section 8.3, Contractor may request an annual adjustment to the Total Rate according to the formula shown in Exhibit E, subject to review and approval of the City.

8.4.1.1 INDEMNIFICATION

To the maximum extent allowed by law, Contractor shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, Indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigations, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Contractor or any of the Indemnitees resulting in any form from the City's establishing maximum Rates for service under this Agreement or in connection with the application of California Constitution Articles XIIIC and Article XIIID to the imposition, payment or collection of Rates and fees for services provided by Contractor under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the Rates that is not associated with Contractor's costs in providing service, such as governmental fees, Franchise Fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers and employees. Nothing herein is intended to imply that California Constitution Articles XIIIC or XIIID apply to the setting of Rates for the services provided under this Agreement; rather, this Section is provided merely to allocate risk of loss between the Parties.

8.4.2 Rate Adjustment Calculation

The approved Contractor compensation shall be based on the percentage change in the average annual published Consumer Price Index, for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics, between the 12 months ended June prior to the Rate Period anniversary date, and the 12 months ended the prior June. For example, for the first rate increase effective January 1, 2024, the change in the index shall be measured as the percentage change from the average of the monthly index for 12 months ending June 2022 to the average of the monthly index for the 12 months ending June 2023. An example calculation is included in Exhibit E. If the index is discontinued, an alternative index must be approved by the City Manager.

If the rate adjustment calculation is calculated to be 0% or less, there shall be no changes to charges and rates during the Rate Period corresponding the rate adjustment calculation. In the case of a calculated rate decrease, the amount of such decrease shall be carried forward as an offset to future rate increases.

8.5 EXTRAORDINARY ADJUSTMENTS

Contractor or City may request an adjustment to maximum Rates at reasonable times other than that allowed under Section 8.3 in the event of extraordinary changes in the cost of providing service under this Agreement. Such changes shall not include changes in Recyclable Materials or Organic Waste Processing costs or, changes in the market value of Recyclable Materials from the values assumed in Contractor's Proposal, inaccurate estimates by the Contractor of its proposed cost of operations, unionization of Contractor's work force, or change in wage rates or employee benefits. Contractor may request an extraordinary adjustment based on changes in a direct per Ton fee assessed at the Disposal Site by Federal, State, or local regulatory agencies after the Effective Date. Extraordinary Rate adjustments may

not be applied retroactively.

For each request for an adjustment to the maximum Rates that Contractor may charge Customers brought pursuant to this Section Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement.

Contractor shall provide to City a report of its annual revenues and expenses for the services provided in the City, and City shall have right to audit this information in connection with the City's review of Contractor's rate adjustment request. City may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 3.5.

Approval of any requested extraordinary adjustment in accordance with this section shall be at the sole discretion of the City.

ARTICLE 9.
INDEMNITY, INSURANCE, AND PERFORMANCE BOND

9.1 INDEMNIFICATION

A. **General.** Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless (to the full extent permitted by law) City and its officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation, including attorneys' and expert witness fees) (collectively, "Damages") of every nature arising out of or in connection with Contractor's performance, and the performance of any Subcontractor, or agent of Contractor, under this Agreement, or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of City. This Section 9.1 shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of City's legal and/or equitable rights as defined herein and permitted under Applicable Law.

B. **Excluded Waste.** Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

If Contractor negligently or willfully mishandles Excluded Waste in the course of carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, Contractor shall first obtain City's approval of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, City may undertake such action at Contractor's sole cost and expense, and Contractor shall reimburse City for all such expenses within thirty (30) calendar days of being billed for those expenses, and any amount not paid within

that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the delinquent fee payment provision of Section 7.4. These obligations are in addition to any defense and indemnity obligations that Contractor may have under this Agreement.

Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any claims arising from the Disposal of Solid Waste at the Approved Disposal Facility, including, but not limited to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless such claim is a direct result of Contractor's negligence or willful misconduct.

C. **Environmental Indemnity.** Contractor shall defend with counsel acceptable to City, indemnify, and hold City harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of Contractor in handling Excluded Waste.

D. **Electronic and Web based Information Indemnity.** Contractor shall defend with counsel acceptable to City, indemnify, and hold City harmless against and from any and all -related claims, including but not limited to, suits, losses, penalties, damages, responsibility for costs, regulatory fines, penalties, credit monitoring expenses, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of Contractor and any Subcontractors used in performance of this Agreement in handling or protecting Customer information over which Contractor has control, including but not limited to billing details, electronic payment(s), and Customer account information that is not readily available to the general public. Contractor shall maintain electronic files and Contractor's website in accordance with the industry best practices for maintaining such information as safely and securely as possible. Nothing in this Section 9.1(D) shall prevent or restrict Contractor's obligation and responsibility to provide City with information required under this Agreement.

E. **Related to AB 939, AB 341, and SB 1383.** Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 are not met by the Contractor with respect to the Contractor's obligations under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) due to Contractor delays in providing information that prevents Contractor or City from submitting reports to regulators in a timely manner. This indemnity is subject to the provisions of Public Resources Code § 40059.1.

F. **Related to Proposition 218.** Should there be a Change in Law or a new judicial interpretation of Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution (Commonly Proposition 218), which impacts the Rates for the Collection services established in accordance with this Agreement, Contractor agrees to meet and confer with City to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement.

If, at any time, a Rate adjustment determined to be appropriate by both City and Contractor to compensate Contractor for increases in costs as described in this Agreement cannot be implemented for any reason, Contractor shall be granted the option to negotiate with City, in good faith, a reduction of services equal to the value of the Rate adjustment that cannot be implemented. If City and Contractor are unable to reach agreement about such a reduction in

services, then Contractor may terminate this Agreement upon one (1) year's prior written notice to City, in which case the Contractor and City shall each be entitled to payment of amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another unless this Agreement specifically states otherwise, after the date of such termination. Should a court of competent jurisdiction determine that the Contractor cannot charge and/or increase its Rates for charges related to Franchise Fees and governmental fees and charges, Contractor shall reduce the Rates it charges Customers a corresponding amount, providing said fees, reimbursements, Rates and/or charges disallowed by the court are not related to the cost of providing service hereunder and had been incorporated in the Rates charged by Contractor to its Customers.

Nothing herein is intended to imply that California Constitution, Articles XIIIC or XIIID, apply to the Rates established for services provided under this Agreement; rather this Section is provided merely to allocate risk of an adverse judicial interpretation between the Parties.

G. **CalPERS Eligibility Indemnification.** Contractor's employees, agents, or Subcontractors providing service under this Agreement shall not: (i) qualify for any compensation and benefit under CalPERS; (ii) be entitled to any benefits under CalPERS; (iii) enroll in CalPERS as an employee of City; (iv) receive any employer contributions paid by City for CalPERS benefits; or (v) be entitled to any other CalPERS-related benefit that would accrue to a City employee. Contractor's employees, agents, or Subcontractors hereby waive any claims to benefits or compensation described in this Section 9.1. This Section 9.1 applies to Contractor notwithstanding any other agency, State or Federal policy, rule, regulation, law, or ordinance to the contrary.

If Contractor's employees, agents, or Subcontractors providing services under this Agreement claim, or are determined by a court of competent jurisdiction or the California Public Employees Retirement System ("CalPERS") to be eligible for enrollment in CalPERS of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for CalPERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

Contractor's Compensation under this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and Subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers, employees, agents, and Subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to City employees. The City will not make any Federal or State tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

Contractor agrees to defend and indemnify the City for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to CalPERS, social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of (1) Contractor, (2) any employee of Contractor, or (3) any employee of Contractor construed to be an employee of the City, for work performed under this Agreement.

9.2 INSURANCE

A. **General Requirements.** Contractor shall, at its sole cost and expense, maintain in effect at all times during the Term of this Agreement not less than the following coverage and limits of insurance:

B. **Coverages and Requirements.** During the Term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. Failure to maintain the identified insurance requirements during the entire Term of this Agreement shall constitute an event of default subject to Section 11.1(C). The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

Comprehensive General Liability – $10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Automobile Liability – $10,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).

Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease.

Employee Blanket Fidelity Bond – $500,000 per employee loss covering dishonesty, forgery, alteration, theft, disappearance, and destruction (inside or outside).

Pollution Liability – $10,000,000 per loss and annual aggregate applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed; clean-up costs, including first party cleanup of the City's property and third-party cleanup, and bodily injury costs if pollutants impact other properties; and defense, including costs, fees and expenses incurred in the investigation, defense, or resolution of claims. Coverage shall include completed operations and shall apply to sudden and non-sudden pollution conditions. Coverage shall apply to acts, errors or omissions arising out of, or in connection with, Contractor's scope of work under this Agreement. Coverage shall also apply to non-owned deposit sites ("NODS") that shall protect against, for example, claims regarding bodily injury, property damage, and/or cleanup costs involving NODS. Coverage is preferred by the City to be occurrence based. However, if provided on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement, and that continuous coverage shall be maintained, or an extended discovery period will be exercised through completion or termination of this Agreement for a minimum of five (5) years. This provision does not limit or alter any rights or remedies to City allowable under this Agreement and/or Applicable Law in perpetuity.

Technology Professional Liability Errors and Omissions Insurance (Cyber Liability) appropriate to the Contractor's profession and industry practice, with limits not less than $2,000,000 per occurrence. Coverage for cyber risks shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor under this Agreement and shall include, but not be limited to claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion

of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response notification and remediation costs, regulatory fines and penalties, credit monitoring expenses, electronic funds transfer losses, electronic data restoration expenses, and business interruption costs with limits sufficient to respond to these obligations, in the sole discretion of the City's Risk Manager.

2. Additional Insured. City, its officers, agents, employees, and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of pollution liability coverage, shall be payable on a "per occurrence" basis unless City's Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, if the Contractor changes insurance carriers Contractor shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than three (3) years thereafter, except for the five (5) year tail of Pollution Liability Coverage as described above. Proof of such "tail" or other continuous coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and City's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. The deductibles or self-insured retentions are for the account of Contractor and shall be the sole responsibility of the Contractor.

6. Each insurance policy shall provide or be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City Manager ten (10) Business Days for delinquent insurance premium payments).

7. Insurance must be placed with insurers with a current A.M. Best's rating of no less than A-VII, or with a surplus line carrier appearing on the List of Approved Surplus Line Insurers, ("LASLI") with a Best's Key Rating Guide of at least A: X. Insurers, and corresponding policies required by this Section, must also comply with all other aspects of City Council Policy # 70.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects City, its officers, agents, employees, and volunteers. Any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against City, its officers, employees, agents, and volunteers.

C. **Endorsements.** Prior to the Effective Date pursuant to this Agreement, Contractor shall furnish City Manager with certificates or original endorsements reflecting coverage required by this Agreement. The certificates or endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received by, and are subject to the approval of, City Risk Manager before work commences.

D. **Renewals.** During the Term of this Agreement, Contractor shall furnish City Manager with certificates or original endorsements reflecting renewals, changes in insurance companies, and any other documents reflecting the maintenance of the required coverage throughout the entire Term of this Agreement. The certificates or endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf.

E. **No Cap on Indemnity.** The minimum amounts of coverage described in this Section 9.2 will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement.

F. **Workers' Compensation.** Contractor shall provide workers' compensation coverage as required by State law and shall comply with Section 3700 of the State Labor Code.

9.3 FAITHFUL PERFORMANCE BOND

Within fifteen (15) days of the execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of Five Hundred Thousand Dollars ($500,000), similar to the form provided in Exhibit H, which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement, unless such requirement is waived by the City Manager. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force (through annual renewals) until released in accordance with Section 9.7.

9.4 FAITHFUL PERFORMANCE LETTER OF CREDIT

In addition to a faithful performance bond as noted in Section 9.3 above, Contractor shall furnish an irrevocable letter of credit in the amount of Five Hundred Thousand Dollars ($500,000), from a financial institution acceptable to the City and in a form acceptable to the City Attorney as security for the performance of this Agreement (the "LOC"). The LOC shall be the sole responsibility of Contractor and shall remain in force until released in accordance with Section 9.7. Alternatively, Contractor may furnish an irrevocable letter of credit in the amount of one million dollars ($1,000,000) in lieu of the separate letter of credit of $500,000 and separate performance bond of $500,000 described in Section 9.3.

9.5 FORFEITURE OF PERFORMANCE BOND

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the performance bond which is necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within 30 days of

the City's declaration. Failure to restore the performance bond to its full amount within 30 days shall be a material breach of the Agreement.

9.6 FORFEITURE OF LETTER OF CREDIT

Thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, City may draw upon the LOC for purposes including, but not limited to:

a. Payment of sums due under the Terms of this Agreement which Contractor has failed to timely pay to City

b. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor, including but not limited to the Liquidated Damages described in Section 11.6.

City may draw upon the entire LOC and convert it to a cash deposit if Contractor fails to cause the LOC to be extended or replaced with another satisfactory letter of credit no later than 60 days prior to its expiration during the Term hereof.

9.7 PERFORMANCE SECURITY BEYOND SERVICE TERM

Some Agreement requirements extend beyond the Term of this Agreement and will not be substantiated until after the final service date. Therefore, the Contractor shall not terminate the performance bond or letter of credit and will renew them to ensure continuous availability to the City, until receiving a written release from the City. City will provide such a release when City, in its reasonable judgment, is fully satisfied that all requirements have been met. However, permission from the City to discontinue holding these performance securities does not relieve Contractor of payments to the City that may be due or may become due.

ARTICLE 10

CITY'S RIGHT TO PERFORM SERVICE

10.1 GENERAL

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, Process, Transport or Dispose of any or all Discarded Materials which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than two (2) Business Days, excluding Saturday, Sunday and Holidays defined in Exhibit A, and if, as a result thereof, Discarded Materials should accumulate in City to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by City, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor; and/or (2) to take possession of any or all of Contractor's land, equipment, and other property used or useful in the Collection and Transportation of Discarded Materials, and to use such property to Collect and Transport any Discarded Materials generated within City which Contractor would otherwise be obligated to Collect, Transport, and properly Dispose of or Process pursuant to this Agreement.

Notice of Contractor's failure, refusal or neglect to Collect, Transport and properly Dispose of or Process

Discarded Materials may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within one Business Day, excluding Saturday, Sunday and Holidays defined in Exhibit A of the oral notification.

Contractor further agrees that in such event:

a. It will take direction from City to affect the transfer of possession of equipment and property to City for City's use, or for use by any Person or entity designated by the City.

b. It will, if City so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

c. City may immediately engage all or any personnel, including 3rd parties not directly employed by the City, necessary or useful for the Collection and Transportation of Discarded Materials, including, if City so desires, employees previously or then employed by Contractor. Contractor further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Contractor whose services are necessary or useful for Discarded Materials Collection, Transportation, Processing and Disposal operations and for the Billing and collection of fees for these services.

City agrees that it assumes complete responsibility for the proper and normal use of such equipment and Facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.7, City shall pay to Contractor the reasonable rental value of the equipment and Facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Contractor has rendered bills in advance of service, for the class of service involved.

10.2 TEMPORARY POSSESSION OF CONTRACTOR'S PROPERTY

If City suffers an interruption or discontinuance of service (including interruptions and discontinuance due to events described in Section 11.7), City may take possession of and use all of Contractor's property described above until other suitable arrangements can be made for the provision of Discarded Materials Services which may include the grant of a Franchise to another waste hauling company.

10.3 BILLING AND COMPENSATION TO CITY DURING CITY'S POSSESSION

During such time that City is providing Discarded Materials services, as above provided, Contractor shall bill and Collect payment from all users of the above-mentioned services as described in Section 4.6. Contractor further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City beyond that billed and received by City in taking over possession of the above-mentioned equipment and property for Discarded Materials service in such manner and to an extent as would otherwise be required of Contractor under the Terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Contractor of each statement listing such costs and expenses, but in no event later than five (5) Business Days from and after each such submission.

10.4 CITY'S RIGHT TO RELINQUISH POSSESSION

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Contractor and thereupon demand that Contractor resume the Discarded Materials services as provided in this Agreement, whereupon Contractor shall be bound to resume the same.

10.5 CITY'S POSSESSION NOT A TAKING

Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this Article (1) does not constitute a taking of private property for which compensation must be paid, (2) will not create any liability on the part of City to Contractor, and (3) does not exempt Contractor from any of the indemnity and insurance provisions of this Agreement, which are meant to extend to circumstances arising under this Section provided that the Contractor is not required to indemnify the City against claims and damages arising from the sole negligence of the City, its elected and appointed officials, boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

10.6 DURATION OF CITY'S POSSESSION

City's right pursuant to this Article to retain temporary possession of Contractor's Facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Contractor, or when City no longer reasonably requires such property or equipment. In any case, City has no obligation to maintain possession of Contractor's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Contractor.

10.7 DISASTER PREPAREDNESS PLAN

Within twelve (12) months of the Effective Date, Contractor shall, with City assistance, prepare a written plan detailing how Discarded Materials services will be delivered in a time of emergency or natural disaster. For the plan, City shall provide Contractor with a written list of critical Facilities being those Facilities that the City deems in need of special consideration in a time of emergency because they are critical to City's emergency response, of priority to the need of the community and/or represent a public health risk to the community. Contractor's written plan shall contain a protocol for contacting Contractor management in the event of an emergency, an overview of Contractor's resources available for emergency response, a plan for Collection, Disposal, and Recycling of Discarded Materials generated by critical Facilities until the time of emergency passes and a plan for resuming normal operations following an emergency.

In the event of a disaster, the City may grant Contractor a waiver of some or all Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with Section 3.5.

ARTICLE 11.
DEFAULT AND REMEDIES

11.1 EVENTS OF DEFAULT

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

A. **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon the City.

B. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

C. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force the workers' compensation, insurance coverage required by Section 9.2, or indemnification coverage as required by this Agreement.

D. **Violations of Regulation.** Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, which violation the City reasonably determines is material. If Contractor contests any such orders or filings by appropriate proceedings conducted in good faith, and the regulatory body determines no violation occurred, no breach or default of this Agreement shall be deemed to have occurred.

E. **Violations of Applicable Law.** Contractor violates Applicable Law relative to this Agreement, which violation the City reasonably determines is material.

F. **Failure to Perform Direct Services.** Contractor ceases to provide Collection, Transportation, or Processing services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of Contractor.

G. **Failure to Pay or Report.** Contractor fails to make any payments to City required under this Agreement including payment of City Fees or Liquidated Damages and/or refuses to provide City with required information, reports, and/or records in a timely manner as provided for in the Agreement.

H. **Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, or Applicable Law and which is not corrected or remedied within the time set in the written notice of the violation. Additionally, an event of default occurs if Contractor cannot reasonably correct or remedy the breach within the time set forth in a notice of violation, or if Contractor fails to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

I. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement. Additionally, a default occurs if any Contractor-provided report contains a misstatement, misrepresentation, data manipulation,

or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.

J. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor's operating equipment, including without limits its equipment, maintenance or office facilities, Approved Facility(ies), or any part thereof.

K. **Suspension or Termination of Service.** There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than two (2) calendar days.

L. **Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement or any other agreement held with the City.

M. **Assignment without Approval.** Contractor transfers or assigns this Agreement without the expressed written approval of the City unless the assignment is permitted without City approval pursuant to Section 13.6.

N. **Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as requested by the City as specified in Section 3.5.

O. **Failure to Complete Transition.** Contractor fails to complete the tasks identified in Contractor's Implementation Plan.

P. **Failure to Implement Collection Program.** Contractor fails to implement a Collection program that complies with the requirements of Article 4 and Exhibit B, which is essential for the City to achieve compliance with SB 1383.

Q. **Failure to Provide Processing Capacity.** Contractor fails to provide adequate Processing capacity in accordance with Articles 4 and 5, which is essential for the City to achieve compliance with SB 1383.

R. **Failure to Achieve Processing Standards.** Contractor fails to achieve the Processing standards specified in Articles 4 and 5 including achievement of minimum Organic Waste recovery rates, which are essential for the City to achieve SB 1383 compliance.

S. **Failure to Comply with Other Requirements of SB 1383.** Contractor fails to comply with other requirements of the Agreement including, but not limited to, public education, reporting, contamination monitoring, recordkeeping and reporting, or other obligations of this Agreement that delegate the City's responsibility and/or authority under SB 1383 to the Contractor.

T. **Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under this Agreement, which the City reasonably determines is material.

City shall provide Contractor written notice of default within seven (7) calendar days of the City's first knowledge of the Contractor's default.

11.2 CONTRACTOR'S RIGHT TO CURE; RIGHT TO TERMINATE UPON EVENT OF DEFAULT

Contractor shall be given two (2) Business Days from written notification by the City Manager to cure any default which, in the City Manager's sole opinion, creates a potential public health and safety threat.

Contractor shall be given two (2) Business Days from written notification by the City Manager to cure any default arising under subsections C, D, E, F, G, J, K, N, O, P, Q, R, S, and T in Section 11.1. However, the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period. It is expressly understood that Contractor is not entitled to receive notice of default, or to cure such default, with respect to those matters listed in subsections A, B, H, I, L, and M above.

Contractor shall be given thirty (30) calendar days from written notification by the City Manager to cure any other default (which is not required to be cured within two (2) Business Days). Furthermore, if Contractor cannot reasonably cure a default within the applicable period described in this Section, except for defaults that create a potential health and safety threat, and Contractor promptly commences the cure or remedy within the initial cure period and thereafter diligently pursues the cure or remedy to completion, Contractor shall not be in default of this Agreement. However, the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period.

11.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT

Upon Contractor's default, City has the following remedies in the event of Contractor default:

A. **Waiver of Default.** City may waive any event of default or may waive Contractor's requirement to cure a default event if City determines that such waiver would be in the best interest of the City. City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

B. **Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its obligations if Contractor fails to cure default in the time frame specified in Section 11.2 until such time the Contractor can provide assurance of performance in accordance with Section 11.8.

C. **Liquidated Damages.** City may assess Liquidated Damages for Contractor's failure to meet specific performance standards pursuant to Section 11.6.

D. **Termination.** The City Manager may, in their sole discretion, set a public hearing for the City Council to determine whether to terminate this Agreement. Subject to Contractor's right to cure as described in Section 11.2, such termination hearing must be set if a default remains uncured thirty (30) calendar days after receipt of written notice of default from the City. Such termination hearing must also be set if a Contractor's default is not cured within two (2) calendar days and the default:

    1. Creates a potential public health and safety threat; or
    2. Arises under Section 11.1. C, D, E, F, G, J, K, N, O, P, Q, R, S, and T.

If the City terminates this Agreement based on the adopted findings of the termination hearing,

the City Manager shall first provide written notice to the Contractor twenty (20) calendar days before the date of termination. The Contractor shall thereafter be relieved on a going-forward basis of all liabilities and obligations required by this Agreement, except for Section 9.1 and any other provisions specifically identified to survive termination of this Agreement. Upon expiration of the twenty (20) day notice, the City may, in its sole discretion:

1. Directly undertake performance of the services; or
2. Arrange with other Persons to perform the services with or without a written agreement; or
3. Permit Contractor to continue operating under this Agreement including Contractor's Compensation until such time that City is able to find substitute services.

This right of termination is in addition to any other rights upon a failure of Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.

E. **Other Available Remedies.** City's election of one (1) or more remedies described herein shall not limit the City from any and all other remedies at law and in equity including injunctive relief, etc.

11.4 POSSESSION OF RECORDS UPON TERMINATION

In the event of termination for an event of default, the Contractor shall furnish City Manager with immediate access to all of its business records, including without limitation, Proprietary Contractor computer systems, related to its Customers, Collection routes, and billing of accounts for Collection services.

11.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

City's rights to terminate the Agreement under Section 11.2 and to take possession of the Contractor's records under Section 11.4 are not exclusive, and City's termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies which City may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by City to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief (including but not limited to specific performance).

11.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

A. **General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of

the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent, reliable Collection services are of utmost importance to City and that City has considered and relied on Contractor's representations regarding its quality-of-service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in this Section of this Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor	City
Initial Here	Initial Here

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth below:

1. Collection Reliability

   a) For each failure to commence service to a new Customer account within seven (7) days after order: $100.00 per occurrence

   b) For each failure to Collect Discarded Materials, which has been properly set out for Collection: $100.00 per occurrence

   c) For each failure to correct and Collect a missed service within the timeframe set forth in Section 4.7.3.B: $100.00 per occurrence; each additional twenty-four (24) hour period: $50.00 per occurrence.

2. Collection Quality

a) For failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright which exceeds ten (10) Containers annually: $50.00 per Container

b) For each occurrence of excessive noise or discourteous behavior: $100.00 per occurrence

c) For each occurrence of Collecting Discarded Materials during unauthorized hours: $100.00 per occurrence

d) For each occurrence of damage to private property which exceeds five (5) such occurrences annually: $100.00 per occurrence

e) For each failure to clean up Discarded Materials spilled from Collection Containers within ninety (90) minutes: $100.00 per occurrence

f) For each failure to clean up vehicle leaks or spills within the timeframe required by Section 5.5.E: $500 per occurrence

g) For each failure follow the cleanup procedures included in Section 5.5.E: $500 per square foot of affected area

3. Customer Responsiveness

a) For each failure to initially respond to a Customer Complaint within one (1) Business Day (excluding Saturday, Sunday and Holidays listed in Section 4.7.1), and for each additional day in which the Complaint is not addressed, which exceed five (5) annually: $50.00 per day

b) For each failure to process Customer Complaints as required by Article 5, which exceed five (5) annually: $50.00 per occurrence

c) For each failure to record a response to a Customer Complaint or request within twenty-four (24) hours of resolution: $100.00 per occurrence

For each additional twenty-four (24) hour period: $50.00 per occurrence

d) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within two (2) Business Days (excluding Saturday, Sunday and Holidays defined in Exhibit A) of request from City or Customer: $ 50.00 per day

For each additional day problem not resolved: $25.00 per day

e) For each failure to repair or replace a damaged or missing Container within two (2) Business Days (excluding Saturday, Sunday and Holidays defined in Exhibit A) of request from City or Customer: $ 50.00 per day

f) For each failure to process a claim for damages within thirty (30) days from the date submitted to Contractor: $100.00 per occurrence

g) For each failure to issue a warning notice to a Container or materials not Collected due to improper set out which exceeds ten (10) such occurrences annually: $100 per day per occurrence

4. Failure to Submit Reports or Allow Access to Records

For each failure to submit any individual report or provide access to records in compliance with and in the timeframe specified in this Agreement. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event City determines a report to be errant or incomplete more than ten (10) Business Days after submittal by Contractor, Contractor shall be given ten (10) Business Days to complete and correct and any pending Liquidated Damages shall be tolled during that period.

a) Monthly Reports: $50 per day

b) Quarterly Reports: $50 per day

c) Annual Reports: $100 per day

5. Accuracy of Billing

a) Each Customer invoice that is not prepared in accordance with the City's approved rate schedule, in excess of ten (10) annually: $25 per invoice not to exceed $2,500 per Billing run

b) For each instance or invoice in which Contractor imposes a special service fee not in accordance with the approved rate schedule and not approved in advance in writing by City, or not requested by the service recipient which exceeds ten (10) such occurrences annually: $50 per occurrence

c) Failure to provide a Customer with a response, including an explanation and/or correction, to a Billing Complaint within seven (7) Business Days from the Complaint: $100.00 per occurrence
Each additional day response not provided: $50.00

6. Public Education and Outreach

a) Failure to perform public education and outreach activities:
1st violation - $50 per occurrence
2nd violation - $100 per occurrence
3rd and subsequent violations - $250 per occurrence

7. Cooperation with Service Provider Transition

a) For each day routing information requested by City in accordance with Section 13.10 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service : $1,000/day

b) For each day delivery of keys, access codes, remote controls, or other means of access to Discarded Materials Containers is delayed beyond one (1) day prior to new service provider servicing Customers with access issues, as described in Section 13.10: $1,000/day

c) For delay in not meeting the requirements contained in Section 13.10 in a timely manner, in addition to the daily Liquidated Damages for breach under 7(a) and 7(b) above, Liquidated Damages of: $20,000

8. Diversion Efforts

For each Rate Period (January 1, 2023 to December 31, 2023, considered the first Rate Period) in which Contractor fails to provide support to the City within thirty (30) days of year-end, documenting that it Diverted at least 36% of the Discarded Materials Contractor Collected under this Agreement per Section 5.12:

$25 for each Ton below Tonnage level necessary to meet 36% Diversion goal

9. SB 1383 Requirements

a) Use of Unauthorized Facilities. For each individual occurrence of delivering Discarded Materials to a Facility other than an Approved Facility(ies) for each Discarded Material type under this Agreement.

1st violation - $50 per Ton per offence
2nd violation - $100 per Ton per offence
3rd and subsequent violations - $250 per Ton per offence

b) Failure to Implement three- /three-plus Container System. For each occurrence of failing to provide Customers with the three- /three-plus Container system required by and compliant with SB 1383 excluding Generators and Customers granted waivers pursuant to this Agreement and excluding Generators and Customers that demonstrate compliance with Recycling and Organic Waste Self-Hauling requirements pursuant to Chapter 3.20.180 of the Chino Hills Municipal Code and 14 CCR Division 7, Article 12, Article 7. Minor, moderate and major violations have the same meaning as defined in 14 CCR Section 18997.3

Damages are per Generator or Customer per occurrence:

$500 - Minor violation
$4,000 – Moderate violation
$7,500 – Major violation

c) Failure of the Approved High Diversion Organic Waste Processing Facility to Achieve Recovery Requirements. [Include only if Gray/Black Container Processing is required for the selected Collection system.] For each Ton of Mixed Waste received at the Facility in a

quarterly reporting period when the quarterly average Mixed Waste organic content recovery rate is lower than required by 14 CCR Section 18982(a)(33). Liquidated damages are assessed in the quarterly reporting period when the failure occurred.

1st violation - $50 per Ton per offence
2nd violation - $100 per Ton per offence
3rd and subsequent violations - $250 per Ton per offence

d) Failure of Approved Facility(ies) to Meet Limits on Incompatible Materials (if Applicable). For each Ton of Mixed Waste, Source Separated Recyclable Materials Source Separated Blue Container Organic Waste, Source Separated Green Container Organic Waste, or Organic Materials received at the Facility(ies) in a quarterly reporting period when Organic Waste recovered after Processing exceeds Incompatible Material thresholds included in SB 1383 if limits on Organic Waste in materials sent to Disposal apply. Liquidated damages are assessed in the quarterly reporting period when the failure occurred.

1st violation - $50 per Ton per offence
2nd violation - $100 per Ton per offence
3rd and subsequent violations - $250 per Ton per offence

e) Failure of Approved Facility(ies) to Meet Limits on Organic Waste in Materials Sent to Disposal. For each Ton of Mixed Waste, Source Separate Recyclable Materials, Source Separated Blue Container Organic Waste, Source Separated Green Container Organic Waste, or Organic Materials received at the Facility(ies) in a quarterly reporting period when Organic Waste in the materials sent to Disposal exceeds the thresholds included in SB 1383 if limits on Organic Waste in materials sent to Disposal apply. Liquidated damages are assessed in the quarterly reporting period when the failure occurred.

1st violation - $50 per Ton per offence
2nd violation - $100 per Ton per offence
3rd and subsequent violations - $250 per Ton per offence

f) Failure to Perform Contamination Monitoring Requirements. For each failure to conduct contamination monitoring in accordance with Section 4.10 of this Agreement. [Amend depending on selected method ;

1st violation - $50 per route per occurrence or per waste evaluation per occurrence
2nd violation - $100 per route per occurrence or per waste evaluation per occurrence
3rd and subsequent violations - $250 per route per occurrence or per waste evaluation per occurrence

g) Failure to Comply with Container Labeling and Colors. For each occurrence of Contractor's failure to comply with Container labeling and color requirements pursuant to SB 1383.

1st violation - $50 per Container occurrence
2nd violation - $100 per Container occurrence
3rd and subsequent violations - $250 per Container occurrence

h) Failure to Conduct Compliance Tasks. For each failure to conduct any compliance review, Discarded Materials evaluations pursuant to SB 1383, and/or other inspection required by this Agreement.

1st violation - $50 per occurrence
2nd violation - $100 per occurrence
3rd and subsequent violations - $250 per occurrence

i) Failure to Issue Contamination Notices. For each failure of Contractor Collection personnel to issue contamination notices and contaminating processing fee notices and maintain documentation of issuance as required by Section 4.10 of this Agreement.

1st violation - $50 per route per day
2nd violation - $100 per route per day
3rd and subsequent violations - $250 per route per day

j) Failure to Conduct Follow-Up Inspections. For each failure to conduct a follow-up inspection as required by Section 4.10 of this Agreement.

1st violation - $50 per occurrence
2nd violation - $100 per occurrence
3rd and subsequent violations - $250 per occurrence

k) Failure to Maintain and/or Provide Access to Information Systems

$500 per day

10. New Collection Vehicles

a) Failure to utilize Collection vehicles at all times that are all model year 2021 or later commencing January 1, 2023, in accordance with Section 5.5.A.1.

$1,000 per non-compliant Collection vehicle per month for the first 12 months
$3,000 per non-compliant Collection vehicle per month after the first 12 months

Commencing January 1, 2024, the use of any non-compliant Collection vehicles shall be deemed a material breach of this Agreement

11. General Contract Adherence

For each day that Contractor fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) Business Days after receipt of written notification from City that such services are not being provided or terms are not being met: $100.00/day

Before assessing Liquidated Damages, City Manager shall give Contractor notice of City's intention to do so. The notice will include a brief description of the incident(s) and non-performance. City Manager may review (and make copies at City's own expense) all information in the possession of Contractor relating to incident(s) and/or non-performance. City Manager may, within ten (10) Business Days after issuing the notice, request a meeting with Contractor. City Manager may present evidence of non-performance in writing and through testimony of City's employees and others relevant to the incident(s) and non-performance. City Manager will provide Contractor with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 11.6. The decision of City Manager may be appealed by Contractor to the Deputy City Manager.

C. **Amount.** City may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

D. **Timing of Payment.** Contractor shall pay any Liquidated Damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Contractor in default and terminate this Agreement pursuant to Section 11.1, or both.

11.7 EXCUSE FROM PERFORMANCE

The Parties understand and agree herein that the services provided under this Agreement are critical to the protection of public health and safety and that Contractor is expected to perform these services despite the occurrence of events that may otherwise give rise to Force Majeure conditions. The Parties herein agree that the obligations for excuse from performance under this Agreement should and do have a higher standard than the common law understanding of Force Majeure. In particular, a Party shall be excused from performing their obligations hereunder and from any obligation to pay Liquidated Damages if they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any domestic government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder (excluding COVID-19 or similar pandemic). However, performance shall only be excused If the Party requesting relief from performance can specifically demonstrate that the performance of a specific obligation is impossible and shall only be excused from those requirements which are demonstrated to be impossible. All other performance obligations that remain possible, shall be required to continue.

Contractor shall provide a contingency plan to the City prior to the execution of this Agreement demonstrating how services will be provided during the period impacted by COVID-19 or similar pandemic. The contingency plan is subject to City approval and Contractor shall amend the plan until it meets City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction. This provision shall not, however, release the Contractor from using its best efforts to avoid or remove such cause and continue performance hereunder whenever such causes are removed.

In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to Container placement and point of Delivery, time of Collection, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in performing Collection services at different times and in different locations. Further, in the event of labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor, or a subsidiary, the Contractor shall not be excused from performance. In such case, Contractor shall continue to provide a reasonably satisfactory level of performance during the pendency thereof, but the Contractor shall not be required to adhere strictly to the specific requirements of this Agreement regarding routes, Collection times or similar matters; provided, however, that in no event shall more than seven (7) calendar days elapse between pickups for Residential and Commercial Customers. Any labor action initiated by Contractor, including but not limited to a lock-out, shall not be grounds for any excuse from performance and Contractor shall perform all obligations under this Agreement during the pendency of such Contractor-initiated labor action.

The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this Article shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to Contractor, in which case the provisions of Section 11.4 shall apply.

11.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those members of the public residing or doing business within City who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 11.1.

11.9 DISPUTE RESOLUTION

In the event of dispute between the City Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement which results in a material impact to the Contractor's revenue and/or cost of operations the provisions of Section 11.9 shall apply.

A. **Meet and Confer.** In the event of disputes regarding the performance of any obligation under this Agreement which results in a material impact to the Contractor's revenue and/or cost of operations, the City and Contractor agree that they promptly will meet and confer to attempt to resolve the matter between themselves.

B. **Mediation.** If disputes which arise under this Agreement cannot be resolved satisfactorily between the Parties in accordance with Section 11.9.A, the City and Contractor agree that such disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed upon independent third party.

C. **Period of Time.** Insofar as allowed by Applicable Law, the period otherwise applicable for filing claims against the City under Applicable Law shall be tolled during the period of time for which meet and confer or mediation procedures are pending, in accordance with Sections 11.9.A and 10.9.B.

D. **Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s) pursuant to Sections 11.9.A, 11.9.B, and 11.9.C have failed and any necessary claim(s) have been denied.

E. **Waiver of Right to Jury and Arbitration.** In the event of such litigation, the City and Contractor agree that such ligation shall be subject to mandatory binding arbitration. To avoid delay and the limitations placed on the parties to obtain an efficient and timely determination of their respective disputes that may otherwise occur by reason of the backlog of cases pending before the judicial system, each party hereto knowingly and voluntarily waives it right to a jury trial and submits exclusively to the jurisdiction of the arbitration tribunal as stated in Section 13.4.

ARTICLE 12. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this Article.

12.1 CONTRACTOR'S CORPORATE STATUS

Contractor, or parent company, is a corporation duly organized, validly existing and in good standing under the laws of the State. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

12.2 CONTRACTOR'S CORPORATE AUTHORIZATION

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

12.3 AGREEMENT WILL NOT CAUSE BREACH

To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor or City is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default hereunder.

12.4 NO LITIGATION

To the best of Contractor's and City's knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against either Party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

A. Materially adversely affect the performance by Party of its obligations hereunder;

B. Adversely affect the validity or enforceability of this Agreement; or,

C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

12.5 NO ADVERSE JUDICIAL DECISIONS

To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

12.6 NO LEGAL PROHIBITION

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of either their obligations under this Agreement and the transactions contemplated hereby.

12.7 CONTRACTOR'S ABILITY TO PERFORM

Contractor possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement including all Exhibits thereto. Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

ARTICLE 13.
OTHER AGREEMENTS OF THE PARTIES

13.1 RELATIONSHIP OF PARTIES

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by City and neither as an officer nor employee of City, nor as a partner or agent of, or joint venture with, City. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents. Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

13.2 COMPLIANCE WITH LAW

Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the United States, the State, County, and City and with all applicable regulations promulgated by Federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term.

13.3 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State.

13.4 ARBITRATION

Subject to the Dispute Resolution requirements stated in Section 11.9, any claim, controversy, dispute or disagreement arising out of or related to this Agreement or the performance, breach or interpretation thereof, shall be submitted to binding arbitration (the "Arbitration"), at the request of either Party hereto, before a single arbitrator appointed by the Judicial Arbitration and Mediation Services, Inc. ("JAMS") in Los Angeles, California pursuant to the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the Arbitration is elected (the "Rules"). The Parties hereto agree that the JAMS shall have the power to decide all issues of fact and law and report its decision thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy or dispute before it. JAMS shall have the power to grant all legal and equitable remedies and award compensatory economic damages provided by California law. The Parties agree to be bound by JAM's final decision and to promptly provide JAMS and the other Party with any and all documents, instructions or other information necessary to allow JAMS to arrive at its decision and to give effect to that decision. The cost of such proceedings shall initially be borne equally by the Parties to the dispute. The cost of such proceedings shall initially be entitled to recover, in addition to all other costs, in contribution for the cost of arbitration proceedings as an item of damages and/or recoverable cost.

13.5 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

13.6 ASSIGNMENT

Except as may be provided for in Article 10 (City's Right to Perform Service), neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section when used in reference to Contractor, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement,

liquidation or other transaction to which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

Contractor acknowledges that this Agreement involved rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Discarded Materials management operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Discarded Materials management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:

a. Contractor shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

b. Contractor shall pay the City a transfer fee equal to 1% of the Gross Revenues times the number of years (pro-rated for partial years) remaining under this Agreement (based on actual rate revenues for the prior 12-months);

c. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;

d. A proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such proforma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Contractor's operations; and,

e. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Discarded Materials management experience on a scale equal to or exceeding the sale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any Federal, State, or local agency having jurisdiction over its Discarded Materials management operations due to any significant failure to comply with State, Federal, or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Discarded Materials management practices in accordance with sound Discarded Materials management practices in full compliance with all Federal, State, and local laws regulating the Collection and Disposal of Discarded Materials including Hazardous Material; and, (v) of any other information required by

City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by City if Contractor is in default at any time during the period of consideration.

13.7 NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

13.8 WAIVER

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either Party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

13.9 AFFILIATED COMPANIES

Contractor's accounting records shall be maintained on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor were an independent entity providing service only to City. The costs and revenues associated with providing service to City shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by Contractor in other locations, or with those of an Affiliate.

If Contractor enters into any financial transactions with a Related Party Entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City, and in the financial reports submitted to City. In such event, City's rights to inspect records, and obtain financial data shall extend to such Related Party Entity or entities.

13.10 TRANSITION TO NEXT CONTRACTOR

Prior to, and at, the end of the Term or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent Discarded Materials enterprise it designates to assure a smooth transition of Discarded Materials Handling Services. Contractor's cooperation shall include, but not be limited to, providing both the City and subsequent Discarded Materials enterprise with route lists, Billing information, lists of gate or other access codes and information needed for entry to service areas, Container placement areas by address, levels of service including any special needs or services required by each location, and other operating records needed to service all Premises covered by this Agreement. In recognition of the difficulty inherent in Customer's difficulty or inability to store two sets of Containers, Contractor shall remove its Containers in coordination with the distribution of Containers by the incoming service provider. Contractor shall cooperate with the City and incoming service provider in agreeing to the timing of Container removal; if Parties cannot agree on a phase-out schedule and Contractor does not remove Containers in a timely manner that requires Customers to store two Containers, City, incoming service provider, or another entity may remove Contractor's Containers and seek cost reimbursement from Contractor through its performance bond, letter of credit or other means. The failure to cooperate with City following termination shall be

conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall, to the maximum extent feasible provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Contractor shall be responsible for coordinating Transfer immediately after Contractor's final pickups, so as not to disrupt service. Contractor shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and Service Levels (quantity, material type, and size of Containers and pickup days) at least 90 days prior to the transition date and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the new service provider at least one full calendar day (excluding Saturday, Sunday and Holidays as defined in Exhibit A) prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

Contractor to provide documentation of any Customer declining request to provide keys, security codes, and/or remote controls used to access garages and Bin enclosures.

13.11 CONTRACTOR'S INVESTIGATION

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

13.12 CONDEMNATION

City fully reserves the rights to acquire Contractor's property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain. This provision is additive, and not intended to alter the rights of the Parties set forth in Article 10.

13.13 NOTICE PROCEDURES

All notices, demands, requests, proposals, approvals, consents, and other communications, which this Agreement requires, authorizes or contemplates, shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:

City of South Gate
Attn: City Manager
8650 California Avenue, South Gate, CA 90280
(323) 563-9500

If to Contractor:

Universal Waste Systems, Incorporated
Matt Blackburn
Executive Vice President
Mailing Address: P.O Box 3038, Whittier, CA 90605
Physical Address: 9010 Norwalk Boulevard, Santa Fe Springs, CA 90670

(562) 695-8236

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to provide email notification to the other Party that notice has been deposited in the mail, however such email notification shall not constitute official notice.

13.14 REPRESENTATIVES OF THE PARTIES

References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken by City except as otherwise provided in this Section 13.14. Each reference to an act performed by, or obligation of the City Manager in this Agreement is itself a delegation of authority from the City. The City may delegate, in writing, further authority to the City Manager and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind the Contractor. City may rely upon action taken by such designated representative as actions of the Contractor unless they are outside the scope of the authority delegated to him/her by the Contractor as communicated to City.

13.15 COMPLIANCE WITH MUNICIPAL CODE

Contractor shall comply with those provisions of the municipal code of City which are applicable, and with any and all amendments to such applicable provisions during the Term of this Agreement.

13.16 COOPERATION FOLLOWING TERMINATION

At the end of the Term or in the event this Agreement is terminated prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent Contractor to assure a smooth transition of Discarded Materials management services. Contractor's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

13.17 COMPLIANCE WITH IMMIGRATION LAWS

Contractor shall be knowledgeable of and comply with all local, State, and Federal laws which may apply to the performance of this Agreement. Contractor warrants and represents that all of its employees, including any and all prospective employees hired to perform services for the City under this Agreement and the employees of any Subcontractor retained by the Contractor to perform a portion of the services under this Agreement, are and will be authorized to perform the services contemplated by this Agreement in full compliance with all applicable State and Federal laws, rules and regulations, including, but not limited to, the Immigration Nationality Act of 1952 (commencing with Section 1101 of Title 8 of the United States Code), and the Immigration Nationality and the Immigration Reform and Control Act of 1986

(commencing with Section 1324a of Title 8 of the United States Code), as amended. Contractor agrees to verify the legal status of all of its employees and provide documentation of such verification whenever requested by the City. If Contractor discovers that any employee it has retained is not in compliance with Immigration Laws, Contractor agrees to terminate such employee.

ARTICLE 14.
MISCELLANEOUS AGREEMENTS

14.1 ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each Party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against any Party on the basis of drafting. This Agreement may be amended only by an agreement in writing, signed by each of the Parties hereto.

14.2 SECTION HEADINGS

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

14.3 REFERENCES TO LAWS

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

14.4 INTERPRETATION

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

14.5 AMENDMENTS

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

14.6 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

14.7 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original.

14.8 EXHIBITS

Each of the Exhibits identified as Exhibit "A" through "M" is attached hereto and incorporated herein and made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement shall control. In the event of a conflict between Exhibit L, and any other Exhibit(s), such other Exhibit(s) shall control.

14.9 NON-WAIVER PROVISION

Failure of either party to exercise any of the remedies set forth herein within the time periods provided for shall not constitute a waiver of any rights of that party with regard to that failure to perform or subsequent failures to perform whether determined to be a breach, excused performance or unexcused defaults by the other party.

14.10 ATTORNEYS' FEES

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and, in addition, a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, this Agreement is entered by the Parties hereto in Los Angeles County, California on the day and year first above written.

City of South Gate
A Municipal Corporation "CITY"

Al Rios 10/20/22

Al Rios, Mayor — Date

ATTEST:

10/24/22

Yodit Glaze, City Clerk — Date
(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney — Date

Universal Waste Systems, Incorporated
"CONTRACTOR"

10/13/22

Signature — Date

Mark Blackburn
Print Name of Signatory

President
Title of Signatory

FRANCHISE EXHIBITS

EXHIBIT A
DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

"Abandoned Waste" means Recyclable Materials, Organic Materials, Solid Waste, C&D, Excluded Waste, Bulky Items, or other materials which have been abandoned, littered, or illegally dumped in the public right of way or on public or City property.

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statues of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time.

"AB 939" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

"Agreement" means this Agreement between City and Contractor, including all exhibits, and any future amendments hereto.

"Alternative Daily Cover" or "ADC" has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations.

"Alternative Intermediate Cover" or "AIC" has the same meaning as in Section 20700 of Title 27 of the California Code of Regulations.

"Applicable Law" means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Solid Waste that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383.

"Approved C&D Processing Facility" means the Direct Disposal C&D Recycling, 3720 Noakes Street, Los Angeles, which is owned and operated by California Waste Services, LLC, that is a C&D Processing Facility.

"Approved Disposal Facility" means the Chiquita Canyon Sanitary Landfill, 29201 Henry Mayo Drive, Castaic, which is owned and operated by Waste Connections, and Sunshine Canyon Landfill, 14747 San Fernando Road, Sylmar, which is owned and operated by Republic Services, that are Disposal Facilities.

EXHIBIT A
DEFINITIONS

"Approved Facility(ies)" means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; Approved Organic Materials Processing Facility; Approved Transfer Facility; Approved Reusable Materials Processing Facility; and/or Approved Disposal Facility.

"Approved High Diversion Organic Waste Processing Facility" means the 24th Street Facility 2460 E. 24th Street, Los Angeles, which is owned and operated by Universal Waste Systems Incorporated, that is a High Diversion Organic Waste Processing Facility.

"Approved Processing Facility(ies)" means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; or, Approved Reusable Materials Processing Facility.

"Approved Organic Materials Processing Facility" means the Greewise Soil Technologies, 10120 Miller Way, South Gate, which is owned and operated by Greenwise Soil Technologies; , that is an Organics Materials Processing Facility.

"Approved Recyclable Materials Processing Facility" means the Universal Waste Systems, Inc. 9010 and 9016 Norwalk Boulevard, Santa Fe Springs, which is owned and operated by Universal Waste Systems, Incorporated, that is a Recyclable Materials Processing Facility.

"Approved Solid Waste Processing Facility" means the Universal Waste Systems, Inc. 9010 and 9016 Norwalk Boulevard, Santa Fe Springs, which is owned and operated by Universal Waste Systems, Incorporated, that is Solid Waste Processing Facility.

"Approved Transfer Facility" means the Universal Waste Systems, Inc. - 9010 and 9016 Norwalk Blvd. Santa Fe Springs, CA 90670 - Owned and operated by UWS, which is owned and operated by Universal Waste Systems, Incorporated, that is a Transfer Facility.

"Bin" means a Container with capacity of approximately one (1) to eight (8) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection vehicle, including Bins with Compactors attached to increase the capacity of the Bin.

"**Bulky Item**" means discarded Appliances (including refrigerators), furniture, tires, carpets, mattresses, E-Waste, bundled and tied Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, Construction and Demolition Debris, or items herein defined as Excluded Waste.

"Business Days" mean days during which the City offices are open to do business with the public.

EXHIBIT A
DEFINITIONS

"California Code of Regulations (CCR)" means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

"CalRecycle" means California's Department of Resources Recycling and Recovery.

"Cardboard" means corrugated fiberboard consisting of a fluted corrugated sheet and one (1) or two (2) flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of Recyclable Materials.

"Cart" means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of 32. 60 to 67, or 95 to 101 gallons (or similar volumes).

"City" means the City of South Gate, a municipal corporation, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the Term of this Agreement.

"City Council" means the duly elected representative council, or its successor municipal governing body, of the City.

"City Manager" means City Manager, who is responsible for the administrative management of this Agreement, or their designee.

"City Fees" means all fees payable to the City, identified and referenced in Article 7 of this Agreement.

"Change in Law" means any of the following events or conditions that has a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations):

a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,

b. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

"Collect" or "Collection" (or any variation thereof) means the act of taking possession of Recyclable Materials, Organic Materials, Solid Waste, Bulky Items, and other material at the place of generation in City.

EXHIBIT A
DEFINITIONS

"Commencement Date" means the date specified in Section 2.1 when Collection, Transportation, and Processing services required by this Agreement shall be provided.

"Commercial" shall mean of, from, or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

"Commercial Edible Food Generator" includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

"Community Composting" means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in 14 CCR Section 6 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

"Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for Compostability.

"Compactor" means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard Bin Compactors serviced by front-end loader Collection vehicles and ten (10) to forty (40) cubic yard Roll-Off Box Compactors serviced by roll-off Collection vehicles.

"Complaint" shall mean each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (1) non-performance, or deficiencies in Contractor's performance, of its duties under this Agreement; (2) a violation by Contractor of this Agreement; or, (3) an SB 1383 Non-Compliance Complaint.

"Composting" or "Compost" (or any variation thereof) includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.

"Construction and Demolition Debris (C&D)" includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste. Construction and Demolition Debris includes rocks, soils, tree remains, and other Yard Trimmings which results from land clearing or land development operations in preparation for construction.

EXHIBIT A
DEFINITIONS

"Consumer Price Index" "CPI" means the Consumer Price Index for All Urban Consumers (CUUR0000A0L1E), all items less food and energy – U.S. City Average.

"Container(s)" mean Bins, Carts, Compactors, and Roll-Off Boxes.

"Contamination Processing Fee Notice" means the notice as described in Section 4.11.1.E.

"Contractor" means Universal Waste Systems, Incorporated, organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and Subcontractors.

"Contractor's Compensation" means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 8.

"Contractor's Contract Administrator" means the individual authorized by Contractor as described by Section 5.7.E.1.

"Contractor's Proposal" means the proposal submitted to City by Contractor on January 27, 2022, and subsequently updated on May 12, 2022, for provision of Recyclable Materials, Organic Materials, and Solid Waste Collection and Processing services and certain supplemental written materials, which are included as Exhibit G to this Agreement and are incorporated by reference.

"County" means the County of Los Angeles, a political subdivision of the State of California.

"Courtesy Pick-Up Notice" means the Contractor's notice to Customer(s) as described in Section 4.10.1.C.

"Curb" or "Curbside" (or any variation thereof) means the cornered edging between the street and sidewalk. Curb or Curbside also means and describes the location of a Collection Container for pick-up, where such Container is placed on the street or alley against the face of the Curb, or where no Curb exists, the Container is placed not more than five (5) feet from the outside edge of the street or alley nearest the property's entrance.

"Customer" means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.

"Customer Account Information Database" means the Customer Account Information Database as identified in Section 4.7 that shall be developed, maintained, and monitored in accordance with the requirements of this Agreement.

"Customer Type" means the Customer's sector category including, but not limited to, Single-Family, Multi-Family, Commercial, Roll-Off Box, and City.

EXHIBIT A
DEFINITIONS

"Designated Waste" Designated Waste consists of those substances classified as Designated Waste by the State, in Section 13173 of the California Water Code ((CA Water Code § 13173 (2017) as may be amended from time to time, and is defined as either of the following:

(a) Hazardous Waste that has been granted a variance from Hazardous Waste management requirements pursuant to Section 25143 of the Health and Safety Code.

(b) Nonhazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the State as contained in the appropriate state water quality control plan.

"Divert" or "Diversion" (or any variation thereof) means to prevent Discarded Materials from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, Recycling, Composting, anaerobic digestion or other method of Processing, subsequent to the provisions of AB 939. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the City.

"Diversion Coordinator" means the individual authorized by Contractor as described by Section 5.7.E.3.

"Discarded Materials" means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

"Disposal" or "Dispose" (or any variation thereof) means the final disposition of Solid Waste, or Processing Residue at a Disposal Facility.

"Disposal Facility" means a landfill, or other facility for ultimate Disposal of Solid Waste.

"Dwelling Unit" means any individual living unit in a; Single-Family dwelling (SFD) or Multi-Family dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, Residential living other than a Hotel or Motel.

"Edible Food" means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

"Effective Date" means the date on which the latter of the two Parties signs this Agreement.

EXHIBIT A
DEFINITIONS

"Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, or household batteries when properly placed for Collection by Contractor as set forth in this Agreement.

"Extra Service Tags" are tags approved by City and provided by the Contractor which may be purchased by Residents and affixed to a bag provided by Residents for the Collection of Solid Waste overages.

"E-Waste" means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

"Field Supervisor" means the individual authorized by Contractor as described by Section 5.7.E.2.

"Federal" means belonging to or pertaining to the Federal government of the United States.

"Flow Control" means City right to direct Discarded Materials to a facility of the City's choosing.

"Food Recovery" means actions to Collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

"Food Recovery Organization" means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

A. A food bank as defined in Section 113783 of the Health and Safety Code;

B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

EXHIBIT A
DEFINITIONS

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

"Food Recovery Service" means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

"Food Scraps" means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste.

"Food-Soiled Paper" means Compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

"Food Waste" means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of Organic Materials.

"Generator" means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes Discarded Materials to become subject to regulation.

"Franchise Fee" means the fee paid by Contractor to the City as described in Section 7.1.

"Gross Receipts" shall mean total cash receipts collected from Customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions. Gross Receipts do not include revenues from the sale of Recyclable Materials.

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

EXHIBIT A
DEFINITIONS

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

"Holidays" are defined as New Year's Day, Thanksgiving Day, and Christmas Day.

"Household Hazardous Waste" or "HHW" means Hazardous Waste generated at Residential Premises within the City. HHW includes: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, used motor oil, used oil filter, batteries, household batteries, fluorescent bulbs , tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

"Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

"In-Home Recycling Container" refers to a small, easily portable tote bag with a capacity of at least three (3) gallons to be included by Contractor in the Multi-Family Move-in Kit to facilitate convenient accumulation of Recyclable Materials within a Multi-Family Dwelling Unit.

"Liquidated Damages" means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 11.6.

"Mixed Waste" means Organic Materials Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be transported to a High Diversion Organic Waste Processing Facility.

"Multi-Family" or "MFD" means any Residential Premises, other than a Single-Family Premises, with five (5) or more Dwelling Units used for Residential purposes (regardless of whether residence therein is temporary or permanent), including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with five (5) or more Dwelling Units who receive individual service and are billed separately shall not be considered Multi-Family.

"Mulch" means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section

17852(a)(24.5)(A)(1) through (3).

B. Was produced at one or more of the following types of Facilities:

1. A Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); Guidance: Note that this criteria disallows Mulch produced from chipping and grinding operations to count toward fulfillment of a jurisdiction's annual Organic Waste product procurement target;
2. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12; or,
3. A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

"Non-Collection Notice" means the notice as described in Section 4.10.1.D.

"Occupant" means the Person who occupies a Premises.

"Organic Materials" means Yard Trimmings and Food Waste, individually or collectively. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. Organic Materials are a subset of Organic Waste.

"Organic Waste" means wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

"Owner" means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

"Party" or "Parties" refers to the City and Contractor, individually or together.

"Person(s)" means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal person.

"Premises" means any land or building in the City where Recyclable Materials, Organic Materials, or Solid Waste are generated or accumulated.

"Processing" or "Process" means to prepare, treat, or convert through some special method.

EXHIBIT A
DEFINITIONS

"Processing Facility" means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable Materials, or Reusable Materials for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

"Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Recyclable Materials for the City's Collection program; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Organic Materials for the City's Collection program; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Recyclable Materials and/or Organic Materials to be placed in the City's Recyclable Materials or Organic Materials Containers or otherwise managed under the City's Collection program; and, (iv) Excluded Waste placed in any Container.

"Proprietary Information" or "Proprietary" means that information provided by Contractor to the City which is protected from disclosure by the California Public Records Act and meets that definition of Proprietary Information. Nothing shall be considered Proprietary which is required to be submitted to the City in any report described in this Agreement. Contractor's Customer lists for Customers served under this Agreement are specifically not considered Proprietary for the purposes of this Agreement, however, the City may protect such information from disclosure consistent with the provisions of the Public Records Act.

"Public Street" means all City-owned and maintained paved areas between the normal Curb line of a roadway, including public parking lots, roadway dividers, and medians.

"Rate" means the maximum amount, expressed as a dollar unit, approved by the City that the Contractor may bill a Customer for providing services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period Zero and Rate Period One are presented in Exhibit G3. The Rates approved by City are the maximum Rate that Contractor may charge a Customer and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the City.

"Rate Period" means a twelve (12) month period, commencing January 1 and concluding December 31.

"Recyclable Materials" means those Discarded Materials that: the Generators set out in Recyclables Containers for Collection for the purpose of Recycling by the Contractor and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, gabletop beverage containers, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper and cartons, Tyvex non-tearing paper envelopes); chipboard; corrugated Cardboard; glass containers of any

color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers and small pieces of scrap metal); steel, tin, or bi-metal cans; mixed plastics such as plastic containers (no. one (1) to seven (7)), except expanded Polystyrene (EPS); bottles including containers made of HDPE, LDPE, or PET; film plastic (when clean, dry, and contained inside of a plastic bag); dry cell household batteries when placed on the Recycling Cart in a sealed heavy-duty plastic bag; and, those materials added by the Contractor from time to time.

"Recycle" or "Recycling" means the Process of sorting, cleansing, treating, and reconstituting at a Recyclable Materials Processing Facility materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products. Recycling includes Processes deemed to constitute a reduction of landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

"Related-Party Entity" means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect Ownership interests or common management shall be deemed to be affiliated with Contractor and included within the term "Related-Party Entity" as used herein. A Related-Party Entity shall include a business in which Contractor Owns a direct or indirect Ownership interest, a business which has a direct or indirect Ownership interest in Contractor and/or a business which is also Owned, controlled, or managed by any business or individual which has a direct or indirect Ownership interest in Contractor. For purposes of determining whether an indirect Ownership interest exists, the constructive Ownership provisions of Section 318(a) of the Internal Revenue code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, the (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining Ownership under this paragraph and constructive or indirect Ownership under Section 318(a), Ownership interest of less than ten percent (10%) shall be disregarded, and percentage interests shall be determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater. Related-Party Entities shall be limited to those businesses which are directly or indirectly involved in the provision of service under this Agreement.

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been Diverted from a landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

"Residential" shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.

EXHIBIT A
DEFINITIONS

"Residue" means those materials which, after Processing, are Disposed rather than Recycled due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

"Reusable Materials" means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

"Roll-Off Box" means an open-top Container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

"Service Opportunity" shall mean each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer's location. For example, a Commercial Customer receiving Recyclable Materials Collection service two (2) times per week from two (2) Containers, Organic Materials Collection service two (2) times per week from (2) Containers, and Solid Waste Collection service two (2) times per week from two (2) Containers would have a total of twelve (12) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Contractor's most recent Quarterly Report to City.

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted on November 3, 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

"Self-Hauler" or "Self-Haul" means a Person who hauls Discarded Materials, recovered material, or any other material, that such Person generates at their own Premises, to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who back-hauls waste from Premises they own and operate, as defined in 14 CCR Section 18982(a)(66)(A).

"Service Level" refers to the size of a Customer's Container and the frequency of Collection service.

"Single-Family" or "SFD" means any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, tri-plex, four-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level. Multi-Family properties of five or more units that receive Single-Family Cart service are considered Single-Family if each unit is billed directly by Contractor.

EXHIBIT A
DEFINITIONS

"Solid Waste" means Solid Waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Excluded Waste, C&D, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

"Source Separated" means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

"Specialty Recyclable Material" means material not specified in this Agreement that can be or will be Collected for purposes of Recycling. Such Specialty Recyclable Material may include, but is not limited to, scrap metal, high-grade paper (including office mixed paper), pallets, and plastic film.

"Split-Bin" means a Bin that is split or divided into two (2) sections in order to segregate two (2) Source Separated Discarded Material types in one Container.

"State" means the State of California.

"Subcontractor" means a Party who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor's fulfillment of its obligations for providing service under this Agreement. Vendors providing materials and supplies to Contractor shall not be considered Subcontractors.

"Term" means the Term of this Agreement, including extension periods if granted, as provided for in Article 2.

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Supermarket.
B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
C. Food Service Provider.
D. Food Distributor.
E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

EXHIBIT A
DEFINITIONS

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Restaurant with two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.
B. Hotel with an on-site food facility and two hundred (200) or more rooms.
C. Health facility with an on-site food facility and one hundred (100) or more beds.
D. Large Venue.
E. Large Event.
F. A State agency with a cafeteria with two hundred fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (5,000) square feet.
G. A local education agency with an on-site food facility. If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

"Ton" or "Tonnage" means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

"Total Service Opportunities" shall mean the sum of all Service Opportunities in a given time period.

"Townhouse" means an attached or semi-attached Single-Family Premises within a group of attached or semi-attached Single-Family Premises, regardless of whether the Premises is billed individually or through a central account (e.g., homeowner association, property manager), wherein each unit maintains individual Collection service subscription, as determined in writing by the City Manager.

"Trade Secrets" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives actual independent economic value from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use; and, (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"Transfer" means the act of transferring the materials Collected by Contractor in its route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.

"Transportation" or "Transport" means the act of conveying Collected materials from one location to another.

"**Universal Waste" or "U-Waste**" means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

"Working Days" means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

EXHIBIT A
DEFINITIONS

"**Yard Trimmings**" means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in City Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.

EXHIBIT B:
DIRECT SERVICES

The following Exhibits (B1 through B5) describe the programs which, in aggregate, represent the direct services to be performed under this Agreement by the Contractor.

Each of the following Exhibits (B1 through B5) present the programs to be provided to each Customer Type by Contractor. Within each program description are specific requirements for the:

- Type and size of Containers or Service Level to be offered by Contractor under each program;
- Frequency of service to be offered by Contractor to Customers;
- Location of service, including an indication of whether or not additional charges may apply if a Customer selects a location that is more costly to serve (e.g., back-yard service);
- Materials that are acceptable or prohibited within the program;
- Provision of additional services to the Customer if the standard Service Levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply; and/or,
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Exhibits B1 through B5 and Contractor shall promote such programs using the public education and outreach methods described in Exhibit C.

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers one (1) time per week from Single-Family (including Townhouse) Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.

Containers:	Carts
Container Sizes:	Standard Container size is 96 to 101 gallon. Smaller containers shall be made available upon request by Customer.
Service Frequency:	One (1) time per week on the same day as Organic Materials and Solid Waste Collection services.
Service Location:	Curbside or alley
Acceptable Materials:	Recyclable Materials
Prohibited Materials:	Solid Waste, Organic Materials, Excluded Waste
Additional Service:	Single-Family Customers shall receive one (1) Recyclable Materials Cart standard and may request an unlimited number of additional Recyclable Materials Carts at no additional charge.
Other Requirements:	Contractor shall accept household batteries in the Recyclable Materials program, provided that those batteries have been separately packaged in a sealed, fluorescent, storage plastic bag and placed on top of the Recyclable Materials Cart. Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.10 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3 of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

2. Organic Materials Collection

Contractor shall Collect Organic Materials placed in Contractor-provided Carts one (1) time per week from Single-Family Customers (including Townhouse) and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing.

Containers:	Carts
Container Sizes:	Standard Container size is 96 to 101gallon. Smaller containers shall be made available upon request by Customer.
Service Frequency:	One (1) time per week on the same day as Recyclable Materials and Solid Waste Collection service.
Service Location:	Curbside

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

Acceptable Materials:	Organic Materials (including Yard Trimmings and Food Waste)
Prohibited Materials:	Recyclable Materials, Solid Waste, Excluded Waste
Additional Service:	Single-Family Customers shall receive one (1) Organic Materials Cart standard and may request up to two (2) additional Organic Materials Carts at no additional charge. Contractor shall provide additional Organic Materials Carts to Single-Family Customers upon request and may charge the appropriate Rate approved by the City.
Other Requirements:	Contractor shall provide to all Single-Family Customers kitchen pails designed to contain Food Scraps prior to placement in the Customer's Organic Materials Cart. Kitchen pail specifications shall be approved by the City prior to ordering and distribution. If Contractor's Approved Organic Facility accepts Compostable Plastic bags, Single-Family Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Carts for Collection. Such bags must be labeled as "Compostable" by the manufacturer and certified by BPI. Contractor shall submit the required Compostable Plastic Processing notifications in accordance with Section 4.1.J and Exhibit F of this Agreement. Contractor may refuse to Collect an Organic Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.10 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

3. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor-provided Carts one (1) time per week from Single-Family Customers (including Townhouse) and Transport all Solid Waste to the Approved Disposal Facility for Disposal.

Containers:	Carts
Container Sizes:	Standard Container size is 96 to 101 gallon. Smaller containers shall be made available upon request by Customer.
Service Frequency:	One (1) time per week on the same day as Recyclable Materials and Organic Materials Collection service.
Service Location:	Curbside
Acceptable Materials:	Solid Waste
Prohibited Materials:	Recyclable Materials, Organic Materials, Excluded Waste
Additional Service:	Contractor shall provide additional Solid Waste Carts to Single-Family Customers upon request and may charge the appropriate Rate approved by the City.

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

Other Requirements: None

4. Section Reserved

5. On-Call Bulky Item/Reusable Materials Collection

Contractor shall Collect Bulky Items, Reusable Materials, and other materials described herein from Single-Family Customers (including Townhouse). Contractor shall Transport all Collected materials to the appropriate Approved Facility for reuse, Processing, or Disposal.

Containers:	Not applicable
Service Level:	Up to ten (10) Bulky Items/Reusable Materials
Service Frequency:	Monthly
Service Location:	Curbside
Acceptable Materials:	Reusable Materials, Bulky Items, Recyclable Materials, Yard Trimmings, Electronic Waste, and Solid Waste
Prohibited Materials:	Food Scraps, Hazardous Materials, abandoned automobiles, trees, Excluded Waste or any single item (e.g., large auto parts, etc.) that exceeds two hundred (200) lbs. in weight
Additional Service:	Contractor shall Collect additional Acceptable Materials (as described herein) that exceed the required Service Level (as requested by Customer) and may charge the appropriate Rates approved by the City for such additional service.
Other Requirements:	Contractor shall provide the service to the Customer within one (1) Working Day of the Customer's requested service date, as mutually agreed upon by the Customer and Contractor. Contractor shall not Dispose of materials Collected through the on-call Bulky Item/Reusable Materials Collection program unless the materials cannot be reused or Recycled. Contractor shall Process and Dispose of Bulky Items and Reusable Materials Collected from Customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle or Compost; and if none of the other options are practicable; then, (4) Dispose.

6. Holiday Tree Collection

Annually, commencing the day after December 25 and two (2) weeks thereafter, the Contractor shall Collect holiday trees from Single-Family Customers (including Townhouse). Customers are required to place the holiday trees Curbside on the Customer's regularly scheduled Collection day. Holiday trees must be removed from stands; cut into lengths no longer than four (4) feet; and, be free of ornaments, garlands, tinsel, flocking, or other decorations. The Contractor shall not be required to Collect holiday trees that do not meet the aforementioned criteria. The Contractor shall affix a Non-Collection Notice to any non-Collected tree informing the Customer of the reason(s) for Non-Collection. Contractor may charge City-approved Rates to return and Collect a previously non-Collected holiday tree that has been corrected and

set out. Contractor shall deliver all Collected holiday trees to the Approved Organic Materials Processing Facility for Processing.

Holiday tree Collection services shall be provided at no additional cost to the City or the Customer.

7. Alternative Service Location for Disabled Single-Family Customers

Contractor shall allow for Persons that have a disability as defined by the Americans with Disabilities Act (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all Federal rules and regulations relating thereto) that are Occupants of Single-Family Premises (including Townhouse Premises) to receive Collection services at a location other than Curbside at no extra charge to the Customer. Contractor shall review all applications (which shall include statements from physicians) made by Customers to determine conformance with this exemption provision and shall grant exemptions, if applicable. Contractor shall make reasonable accommodations with regard to provision of and servicing of Containers (e.g., Container size and type, placement of Containers for Collection, etc.) at no additional cost to the Customer. Upon Customer request, Contractor may make such alternative service locations available to Single-Family Customers that do not have a disability (as defined herein) for an additional, City-approved Rate.

8. Sharps Waste Collection

Contractor shall provide Customers, at no additional charge, within one week of request, a pre-paid, postage-paid mail-back container to safely collect Sharps and send Sharps for proper Disposal. Contractor shall also make Sharps Containers available at pick-up location in the City as an alternative for the Customer. Residents are limited to four (4) Containers at no additional charge per year. Each Container shall be of adequate volume to accommodate the needs of a diabetic Person for a three-month period.

9. Temporary Bin Service

Contractor shall provide exclusive temporary Bin Service to Customers upon request for Collection of Solid Waste, Recyclable Materials, and Organic Materials. Contractor must deliver a temporary Bin to a Customer by the following business day (excluding Saturday, Sunday or Holidays), if requested by 12:00 noon; otherwise, delivery shall be no later than the second day. Rates for temporary Bin Service are listed separately in the approved rate schedule.

EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Multi-Family Customers receiving Solid Waste Bin service in accordance with the approved rate schedule and shall Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing. Recyclable Materials Collection Services shall be provided to Multi-Family Customers at no additional charge.

Containers:	Carts, Bins
Container Sizes:	32-, 60 to 67-, and 96 to 101-gallon Carts (or comparable size approved by the City); and 1-, 2-, 3-, 4-, 5-, and 6-cubic yard Bins, and 3 cubic yard Split-Bins. As requested by Customer
Service Frequency:	Up to six (6) times per week but not less than one (1) time per week (as requested by Customer), unless the Customer has received a Collection frequency waiver for Recyclable Materials in accordance with Section 4.9.2, in which case service frequency shall be not less than one (1) time per fourteen (14) days.
Service Location:	Curbside or other Customer-selected service location at the Multi-Family Premises
Acceptable Materials:	Recyclable Materials
Prohibited Materials:	Organic Materials, Solid Waste, Excluded Waste
Additional Service:	Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.
Other Requirements:	

Contractor shall make contact with each and every Multi-Family Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall deliver Recyclable Materials Containers to each and every Multi-Family Customer at the same time that the Contractor delivers Solid Waste Containers.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers (additional charge may apply).

Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.10 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

2. Organic Materials Collection

Contractor shall Collect Organic Materials, or Mixed Waste in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing, and Mixed Waste to the Approved High Diversion Organics Waste Processing Facility for Processing. Organic Materials or Mixed Waste Collection services shall be provided to Multi-Family Customers receiving Bin service in accordance with the approved rate schedule.

Containers:	Carts, Bins
Container Sizes:	32-, 60 to 67- and 96 to 101-gallon Carts (or comparable size approved by the City); and, 1-, 2-, 3-, and 4-cubic yard Bins. As requested by Customer.
Service Frequency:	Up to six (6) times per week but not less than one (1) time per week, as requested by the Multi-Family Customer.
Service Location:	Curbside or other Customer-selected service location at the Multi-Family Premises
Acceptable Materials:	Organic Materials (including Yard Trimmings and Food Waste), or Mixed Waste
Prohibited Materials:	Recyclable Materials, , Excluded Waste, Solid Waste in Source-Separated Organic Material Containers
Additional Service:	Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.
Other Requirements:	Contractor shall provide to all Multi-Family Dwelling Units kitchen pails designed to contain Food Scraps prior to placement in the Customer's Organic Materials or Mixed Waste Container. Kitchen pail specifications shall be approved by the City prior to ordering and distribution. Contractor shall make contact with each and every Multi-Family Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall deliver Organic Materials or Mixed Waste Containers to each and every Multi-Family Customer at the same time that the Contractor delivers Solid Waste Containers. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). Contractor may refuse to Collect an Organic Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.10 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material

type of the Container in question.

3. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Solid Waste to the Approved Disposal Facility for Disposal.

Containers:	Carts, Bins
Container Sizes:	32, 60 to 67-, and 96 to 101-gallon Carts (or comparable size approved by the City); and 1-, 2-, 3-, 4-, 5-, and 6-cubic yard Bins, and 3 cubic yard Split-Bins. As requested by Customer.
Service Frequency:	Up to six (6) times per week but not less than one (1) time per week, as requested by Customer, unless the Customer has received a Collection frequency waiver for Solid Waste in accordance with Section 4.9.2, in which case service frequency shall be not less than one (1) time per fourteen (14) days.
Service Location:	Curbside or other Customer-selected service location at the Multi-Family Premises
Acceptable Materials:	Solid Waste
Prohibited Materials:	Recyclable Materials, Organic Materials, Excluded Waste
Additional Service:	Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge.
Other Requirements:	Contractor shall make contact with each and every Multi-Family Customers in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers (additional charge may apply).

4. Bulky Item/Reusable Materials Collection

Contractor shall Collect Bulky Items, Reusable Materials, and other materials described herein from Multi-Family Customers. Tenants, property managers, and/or owners of Multi-Family properties may request Bulky Item/Reusable Materials Collection. Contractor shall Transport all Collected materials to the appropriate Approved Facility for reuse, Processing, or Disposal.

Containers:	Not applicable
Service Level:	Up to ten (10) Bulky Items/Reusable Materials Per Dwelling Unit Per Month
Service Frequency:	Monthly
Service Location:	To be determined by Contractor and property owner or property manager
Acceptable Materials:	Reusable Materials, Bulky Items, Recyclable Materials, Yard Trimmings, Electronic

	Waste, and Solid Waste
Prohibited Materials:	Food Scraps, Hazardous Materials, abandoned automobiles, trees, Excluded Waste or any single item (e.g., large auto parts, etc.) that exceeds two hundred (200) lbs. in weight
Additional Service:	Contractor shall Collect additional Acceptable Materials (as described herein) that exceed the required Service Level (as requested by Customer) and may charge the appropriate Rates approved by the City for such additional service.
Other Requirements:	Contractor shall provide the service to the Customer within one (1) Working Day of the Customer's requested service date, as mutually agreed upon by the Customer and Contractor. Contractor shall not Dispose of materials Collected through the on-call Bulky Item/Reusable Materials Collection program unless the materials cannot be reused or Recycled. Contractor shall Process and Dispose of Bulky Items and Reusable Materials Collected from Customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle or Compost; and if none of the other options are practicable, (4) Dispose.

5. Holiday Tree Collection

Annually, commencing the day after December 25 and two (2) weeks thereafter, or as otherwise approved by the City Manager, Contractor shall Collect Holiday trees from Multi-Family Customers at a mutually agreed upon time, date, and designated Collection location, as arranged by the Contractor and each Multi-Family property Owner or manager. Contractor shall offer each Multi-Family property Owner or manager the option to receive Christmas tree Collection service in Bins or Roll-Off Boxes, which Contractor shall provide for such service. Contractor shall also offer each Multi-Family property Owner or manager the option to receive un-containerized Christmas tree Collection service Curbside, or from designated location at the Multi-Family Premises mutually agreed upon between Contractor and the property Owner or manager.

Holiday trees must be removed from stands; cut into lengths no longer than four (4) feet; and, be free of ornaments, garlands, tinsel, flocking, or other decorations. The Contractor shall not be required to Collect holiday trees that do not meet the aforementioned criteria and/or are not placed at the agreed upon Collection location and time period. The Contractor shall affix a Non-Collection Notice to any non-Collected holiday tree informing the Customer of the reason(s) for Non-Collection.

6. Scout Vehicles

Upon Customer request and approval by the City Manager, Contractor shall provide scout service in accordance the approved rate schedule, whereby Contractor will access Containers using a small vehicle either to move Containers to street or other public right-of-way for Collection, or Collecting directly from Container storage location, or retrieve a Container when operationally required in order to safely position

the Container for Collection. In the event of a dispute between Contractor and Customer as to whether scout service will be used, the City Manager will make the final determination.

Customers requiring Bin pushout service and scout service shall only be charged for scout service in accordance with the approved rate schedule.

If Contractor must place a Container in the public right-of-way to facilitate Collection, Contractor shall not permit the Container to remain in the public right-of-way over one hour. If the Container is stored under a chute for Collection, the Container must be serviced and returned immediately.

Any changes to the Customer scout service list shall be approved by City prior to Contractor adding or removing this service for any Customer.

7. Bin Pushout Service

Upon Customer request, Contractor shall provide Bin pushout service, whereby Contractor will move Containers manually to facilitate Collection. The Contractor may charge the pushout rates included in the approved rate schedule. For Containers in Bin enclosures, the measurement of distance shall be from location of the Bin once removed from the enclosure to the point of Collection. In the event of a dispute between Contractor and Customer as to whether pushout service will be used, the City Manager will make the final determination. If a Bin pushout fee is charged, then a scout service fee shall not be charged.

If Contractor must place a Bin in the public right-of-way to facilitate Collection, Contractor shall not permit the Bin to remain in the public right-of-way over one hour. If the Bin is stored under a chute for Collection, the Bin must be serviced and returned immediately.

EXHIBIT B3
COMMERCIAL SERVICES

1. Recyclable Materials Collection

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Commercial Customers subscribing to Recyclable Materials Collection service and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing. Recyclable Materials Collection services shall be provided to Commercial Customers in accordance with the approved rate schedule.

Containers:	Carts, Bins, Roll-Off Boxes, and Compactors
Container Sizes:	32-, 60 to 67-, and 96 to 101-gallon Carts (or comparable size approved by the City); 1-, 2-, 3-, 4-, 5-, and 6- cubic yard Bins; 3 cubic yard Split-Bins; 2-, 3-, and 4-cubic yard Bin Compactors, and, 10-, 20-, 30-, and 40- cubic yard Roll-Off Boxes; or, Customer Owned Compactors As requested by Customer.
Service Frequency:	Up to six (6) times per week but not less than one (1) time per week, as requested by Customer; unless the Customer has received a Collection frequency waiver for Recyclable Materials in accordance with Section 4.9.2, in which case service frequency shall be not less than one (1) time per fourteen (14) days
Service Location:	Curbside or other Customer-selected service location at the Commercial Premises.
Acceptable Materials:	Recyclable Materials
Prohibited Materials:	Organic Materials, Solid Waste, Excluded Waste
Additional Service:	Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.
Other Requirements:	Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall deliver Recyclable Materials Containers to each and every Commercial Customer at the same time that the Contractor delivers Solid Waste Containers, unless that Commercial Customer is exempted from Recyclable Materials services by the City or has demonstrated to the City that it is Diverting Recyclable Materials through subscription with another City-approved hauler, or other City-approved method. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits

described in Section 4.10 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

2. Organic Materials Collection

Contractor shall Collect Organic Materials or Mixed Waste placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Organic Materials to the Approved Commercial Organic Materials Processing Facility for Processing and Mixed Waste to the Approved High Diversion Organics Waste Processing Facility for Processing. Organic Materials Collection services shall be provided to Commercial Customers in accordance with the approved rate schedule. Nothing in this Section of Exhibit B3 shall prevent other Persons from also providing similar services to businesses in the City, and charging for such service, provided that such Persons maintain a City-issued permit granting such right, in accordance with the City's Municipal Code.

Containers:	Carts, Bins, Compactors
Container Sizes:	32-, 60 to 67-, and 96 to 101-gallon Carts (or comparable size approved by the City); 1-, 1.5-, and 2- cubic yard Bins; and, Customer-owned Compactors As requested by Customer.
Service Frequency:	Up to six (6) times per week but not less than one (1) time per week, as requested by Customer.
Service Location:	Curbside or other Customer-selected service location at the Commercial Premises.
Acceptable Materials:	Organic Materials (including Yard Trimmings and Food Scraps), or Mixed Waste
Prohibited Materials:	Recyclable Materials, Excluded Waste, Solid Waste in Source-Separated Organic Material Containers
Additional Service:	Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service
Other Requirements:	Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall deliver Organic Materials or Mixed Waste Containers to each and every Commercial Customer at the same time that the Contractor delivers Solid Waste Containers, unless that Commercial Customer is exempted from Organic Materials services by the City or has demonstrated to the City that it is Diverting Organic Materials through subscription with another City-approved hauler, or other City-approved method. Contractor shall open and close gates, push and/or pull Containers, lock and

unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

Contractor may refuse to Collect an Organic Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Section 4.10 and provided that Contractor leaves a Non-Collection Notice in accordance with Section 5.3.B of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address and material type of the Container in question.

3. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Solid Waste to the Approved Disposal Facility for Disposal. Solid Waste Collection services shall be provided to Commercial Customers in accordance with the approved rate schedule.

Containers:	Carts, Bins, Roll-Off Boxes, Compactors.
Container Sizes:	32-, 60 to 67-, and 96 to 101-gallon Carts (or comparable size approved by the City); 1-, 2-, 3-, 4-, 5-, and 6- cubic yard Bins; 3 cubic yard Split-Bins; 2-, 3-, and 4-cubic yard Bin Compactors, and, 10-, 20-, 30-, and 40- cubic yard Roll-Off Boxes; or Customer Owned Compactors. As requested by Customer.
Service Frequency:	Up to six (6) times per week but not less than one (1) time per week, as requested by Customer.
Service Location:	Curbside or other Customer-selected service location at the Commercial Premises.
Acceptable Materials:	Solid Waste
Prohibited Materials:	Recyclable Materials, Organic Materials, Excluded Waste
Additional Service:	Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.
Other Requirements:	Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

EXHIBIT B3
COMMERCIAL SERVICES

4. Scout Vehicles

Upon Customer request and approval by the City Manager, Contractor shall provide scout service in accordance the approved rate schedule, whereby Contractor will access Containers using a small vehicle either to move Containers to street or other public right-of-way for Collection, or Collecting directly from Container storage location, or retrieve a Container when operationally required in order to safely position the Container for Collection. In the event of a dispute between Contractor and Customer as to whether scout service will be used, the City Manager will make the final determination.

Customers requiring Bin pushout service and scout service shall only be charged for scout service in accordance with the approved rate schedule.

If Contractor must place a Container in the public right-of-way to facilitate Collection, Contractor shall not permit the Container to remain in the public right-of-way over one hour. If the Container is stored under a chute for Collection, the Container must be serviced and returned immediately.

Any changes to the Customer scout service list shall be approved by City prior to Contractor adding or removing this service for any Customer.

5. Bin Pushout Service

Upon Customer request, Contractor shall provide Bin pushout service, whereby Contractor will move Containers manually to facilitate Collection. The Contractor may charge the pushout rates included in the approved rate schedule. For Containers in Bin enclosures, the measurement of distance shall be from location of the Bin once removed from the enclosure to the point of Collection. In the event of a dispute between Contractor and Customer as to whether pushout service will be used, the City Manager will make the final determination. If a Bin pushout fee is charged, then a scout service fee shall not be charged.

6. Temporary Bin Service

Contractor shall provide exclusive temporary Bin Service to Customers upon request for Collection of Solid Waste, Recyclable Materials, and Organic Materials. Contractor must deliver a temporary Bin to a Customer by the following business day (excluding Saturday, Sunday or Holidays), if requested by 12:00 noon; otherwise, delivery shall be no later than the second day. Rates for temporary Bin Service are listed separately in the approved rate schedule.

EXHIBIT B4
CITY SERVICES

1. Commercial Customer Services to City Facilities

Contractor shall Collect Recyclable Materials, Organic Materials, and Solid Waste, from City facilities in the same manner as those services are provided to Commercial Customers and shall provide designated personnel in accordance with Section 5.7.E of this Agreement. Contractor shall provide service to all existing City facilities identified in Exhibit B5 as well as any future City facilities established after the Commencement Date. Contractor shall provide these services at no additional cost to the City. City facility service as described by this Section shall include unlimited Roll-Off Box Collection service, and periodic Bulky Item Collection. Contractor shall deliver Roll-Off Boxes within twenty-four (24) hours of City request. Contractor shall Collect, empty, and return Roll-Off Boxes within twenty-four (24) hours of City request. Contactor shall remove and not return Roll-Off-Boxes within twenty-four (24) hour of City request.

2. Emergency Services

Contractor shall provide emergency services (i.e., special Collections, Transport, Processing and Disposal) at the request of the City Manager in the event of major accidents, disruptions, or natural calamities. Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the City Manager or as soon thereafter as is reasonably practical in light of the circumstances. For any services which exceed the scope of services under this Agreement, Contractor shall be entitled to compensation at the emergency service Rates approved under this Agreement. The City shall have discretion in the method of such compensation between direct payments by the City and allowing such costs to be considered in the adjustment of Rates for the following Rate Period.

3. Shredding Events

For Residential service Customers, Contractor shall provide at least two (2) annual shredding events free of charge. Contractor may require proof of residency at such events. The location of the events shall be within the City of South Gate and shall occur in the month specified by the City Manager. The limit of shredded material accepted will be three (3) standard office storage boxes per Residential Premises. Where appropriate, this limit may be waived by Contractor on a case-by-case basis.

4. Provision of Compost and Mulch Product

A. Bulk Compost and/or Mulch for City Use. Contractor shall provide to the City bulk Compost, Mulch, or both, each Calendar Year in an amount needed to fully achieve the City's recovered Organic Waste product purchasing requirements of SB 1383, as they may be determined and adjusted throughout the Term of this Agreement. The production, acquisition, advertising, storage, Transportation, distribution, and/or any other costs needed to achieve this requirement shall be performed by Contractor at no additional cost to the City or Customers. City will notify Contractor as to the City's needs for delivery of finished Compost, Mulch, or both, throughout each Calendar Year. Contractor shall deliver Compost, Mulch, or both, within five (5) Business Days of a request of the City Manager to any accessible location

within City limits at no additional cost to City. Contractor shall work actively with the City Manager and appropriate City departments to educate, develop, test, and support expanded uses of qualified Compost and Mulch in the City. The City will specify the material type (i.e., Compost, Mulch, or both) to be provided and the quality specifications of the selected material type for any given application, even if that requires Contractor to procure such material from a third party in order to provide it to the City.

B. Bulk Compost and/or Mulch for Private Uses. If the City is unable to use the full amount of Compost, Mulch, or both, required by SB 1383 in a given Calendar Year, Contractor shall arrange the legal donation of the remainder of the City's SB 1383 allotment to other productive uses. The production, acquisition, advertising, storage, Transportation, distribution, or any other costs needed to achieve this requirement shall be performed by Contractor at no additional cost to the City or Customers.

C. Compost/Mulch Give-Away Events. Contractor shall distribute an annual total of at least one thousand (1,000) one (1) cubic-foot bags of Compost and/or Mulch to City residents at no additional cost to the City or Customers at two (2) public Compost/Mulch give-away events per Agreement Year (such that Contractor shall provide at least five hundred (500) bags per event). The location, date, and time of such events shall be mutually agreed upon by Contractor and the City Manager and may be held in conjunction with other City-approved events. Contractor shall deliver the bagged Compost/Mulch to the agreed-upon event location at no cost to City. Contractor shall provide at least one (1) attendant for at least six (6) hours per event. Any Compost and or Mulch given away to the community through this program shall count towards the Contractor's obligations to provide the City with the amount of Organic Waste products required under SB 1383.

Additionally, South Gate Single-Family and Multi-Family Residents may pick-up unlimited quantities of Compost and Mulch up to four (4) times per calendar year at no additional cost from the Contractor's facility located within the City.

D. SB 1383 Procurement. Contractor agrees that all Compost, Mulch, or both, provided through this Agreement shall comply with the municipal procurement requirements of SB 1383, including being generated from California Organic Waste Products, as defined by SB 1383 for each applicable material type.

E. Contractor Warranty of Recovered Organic Waste Products. Contractor shall provide assurance through the execution of a liability waiver stating that all Organic Waste products provided by the Contractor and used within the City are free from pathogens and inorganic waste material that may be harmful to the health and welfare of the City and meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3). The Contractor shall indemnify and hold harmless the City against any claims arising from contaminated recovered Organic Waste products provided by the Contractor as set forth in this section.

5. News Media Relations.

Contractor shall notify the City Manager by e-mail of all requests for news media interviews related to the Collection services program within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the City Manager.

Copies of draft news releases or proposed articles related to the provision of Collection services under this Agreement shall be submitted to City for prior review and approval at least five (5) Business Days in advance of provision to such Persons, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) Business Days after publication.

6. Waste Generation, Characterization, and Pilot Studies.

Contractor acknowledges that City, CalRecycle, or other governmental agencies may wish to perform generation and characterization studies periodically with respect to materials covered under this Agreement. Contractor agrees to participate and cooperate with City and its agents and to perform studies and data collection exercises, as needed, to determine weights, volumes and composition of materials generated, Disposed, Diverted or otherwise Processed.

Contractor that acknowledges that the County, in coordination with the City, is required by SB 1383 to conduct Organic Waste and Edible Food capacity planning studies. The Contractor shall provide information to the City as needed for the City's participation in such capacity planning studies. This information and/or participation may include, but is not limited to, conducting or supporting waste characterization studies; providing information regarding existing and potential new or expanded capacity in the Contractor's operations for the Collection, Transport, or Processing of Recyclable and Organic Materials; and any other information deemed necessary by the City or County for purposes of the study. The Contractor shall respond to any request for information from the City within thirty (30) days, unless another timeframe is otherwise specified or authorized by the City.

Contractor acknowledges that the City may, wish to conduct and/or participate in pilot studies related to the Customers and materials that are the subject of this Agreement. If City requires Contractor to participate in any such a pilot study, Contractor and City shall mutually agree on the scope of services to be provided by Contractor and the amount of compensation, if any, that the City will pay to Contractor for such participation. In any event, Contractor shall permit and in no way interfere with the Collection and handling of the subject materials by other Persons for such purposes.

8. Abandoned Item Collection

Contractor will Collect all abandoned items upon notification by the City for no additional charge. If

Contractor is notified before 1:00 p.m., items will be removed the same day. If Contractor is notified after 1:00 p.m., items will be removed by 12:00 noon the following day.

9. Abandoned Item Sweeps

Contractor will provide one (1) vehicle with a two (2) Person crew to Collect abandoned items on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays, and Saturdays at no additional charge. Each sweep will be three (3) hours in duration. City shall work with Contractor to designate sweep areas and will provide Contractor a minimum of two (2) Business Days' notice for changes to locations.

10. Large Venue and Event Assistance, Event Recycling

Contractor shall assist City planners of Large Venue events with reporting and planning needs to provide Recycling and Organics Materials Diversion as may be useful in meeting the requirements of AB 2176 and SB 1383, and in lowering Disposal quantities generated at such events at no additional charge.

11. Neighborhood Cleanups

Contractor shall supply up to six (6) forty (40) yard Roll-off Containers and Containers in additional sizes per Rate Year for the Collection of Solid Waste, Recyclable Materials, and Organic Waste for six (6) annual City sponsored neighborhood cleanups at no additional charge to City or Customers.

Dates and locations of events shall be determined by City. City staff shall inform Contractor of the date and location for each annual event.

All material Collected must be Transferred, Processed, and/or Disposed in accordance with SB 1383.

12. Special Cleanup Events

Contractor shall provide Roll-off Boxes and/or Temporary Bins for up to six (6) special cleanup events per year at locations requested by the City at no additional charge. These special cleanup events include but are not limited to cleanup of temporary encampments as may be directed by the City. Contractor is required to provide Containers in the amount and size as requested by City, and to remove Containers upon notification by City.

12. City Sponsored Events

Contractor shall provide Solid Waste, Source Separated Recyclable Materials, and Source Separated Organic Waste Collection and Disposal/Processing service, and portable restrooms for City-sponsored events including but not limited to the City-sponsored events included in this Exhibit B5 at no additional charge to City or ratepayers. This shall include providing Discarded Material Containers (Carts, Bins, Roll-off Boxes, and Cardboard waste boxes with liners) to Collect and Dispose of, or Process, all Solid Waste. Contractor shall provide Collection Containers for the Collection of Source Separated Recyclable Materials, and Source Separated Organic Waste.

EXHIBIT B4
CITY SERVICES

13. Community Development Department Reviews

Contractor, upon City's request, shall assist the City in the review of applicants' plans for projects covered by Public Resources Code § 42911, including Single-Family and Multi-Family, and Commercial projects, to provide for effective and economical accumulation and Collection of Recyclable Materials, Organic Waste and Solid Waste.

14. Mulch, Compost and Wood Chips for City Facilities, Parks, and City Projects

Contractor, upon City's request, shall deliver to locations specified by the City, unlimited quantities of Compost, Mulch and wood chips for City's use at City facilities, parks, and City projects.

15. Job Fairs

Contractor shall host two job fairs per calendar year for South Gate residents interested in becoming Collection vehicle drivers for Contractor. Contractor shall pay the tuition for truck driving school for eligible South Gate residents, and if hired, new employees will receive a $5,000 signing bonus from Contractor upon receiving the Commercial Class B License

16. Scholarships

Contractor shall contribute ten-thousand dollars ($10,000) per calendar year in scholarships to South Gate high school students that have an interest in environmental studies. Contractor shall work with the City to select the students to receive the scholarships.

17. Annual Contribution for Sponsorships and Donations to City Events

Contractor shall contribute a minimum of one-hundred and twenty thousand dollars ($120,000) per calendar year to the City in donation to City and community events which may include, but are not limited to, sponsorships, donations to community or school events, City functions, and school district events/programs. Contractor shall receive direction from the City regarding the distribution of these funds.

EXHIBIT B5
CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Contractor will Collect Recyclable Materials, Organic Materials, and Solid Waste from City facilities (including parks) in the same manner as those services are provided to Commercial Customers. Contractor shall provide service to all City facilities, present and future, at no additional cost to the City. Contractor shall provide City-sponsored event services pursuant to Section 4.4 of the Agreement. In addition to regular scheduled Collection services, Contractor shall provide, upon request, temporary Roll-Off Box services to all City facilities at no additional cost to the City. Contractor shall deliver Source Separated Yard Trimmings Collected from City facilities, parks, and clean-up operations in Roll-Off Boxes to the Approved Transfer Facility for Transfer to the Approved Organic Materials Processing Facility.

EXHIBIT B5
CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Row	CITY FACILITY	WASTE TYPE	# CONTAINERS	CONTAINER SIZE	PU'S/WK
1	South Gate City Hall- 8650 California Ave	MSW	1	3 yard	3
2	South Gate City Hall- 8650 California Ave	Recycle	3	3 yard	2
3	South Gate City Hall- 8650 California Ave	Recycle	18	64 gallon	2
4	South Gate City Hall- 8650 California Ave	MSW	1	6 yard	1
5	South Gate City Hall- 8650 California Ave	Recycle	6	32 gallon	1
6	Park Maintenace Yard- 4933 Southern Ave	MSW	1	3 yard	1
7	Human Services Association- 9200 State St	Recycle	1	3 yard	1
8	Human Services Association- 9200 State St	MSW	1	3 yard	1
9	South Gate Police Department -8620 California Ave	MSW	1	3 yard	3
10	South Gate Police Department -8620 California Ave	Recycle	2	3 yard	1
11	South Gate Police Department -8620 California Ave	Recycle	4	32 gallon	1
12	South Gate Park- 4855 Tweedy Blvd	MSW	3	3 yard	3
13	South Gate Park- 4855 Tweedy Blvd	MSW	2	6 yard	2
14	South Gate Park- 4855 Tweedy Blvd	Recycle	3	3 yard	1
15	South Gate Library-8654 California Ave	MSW	2	3 yard	1
16	South Gate Sports Center- 9520 Hildreth Ave	Recycle	5	32 gallon	1
17	South Gate Water Tower - 8600 Santa Fe Ave.	MSW	1	3 yard	1
18	Hollydale Community Center- 12221 Industrial	MSW	1	3 yard	1
19	Hollydale Community Center- 12221 Industrial	Recycle	1	3 yard	1
20	LA County Fire Station 57- 5720 Gardendale St	MSW	1	96 gallon	1
21	Old Timers Housing - 8457 California Ave.	Recycle	1	64 gallon	1
22	South Gate Maintenance Yard-4244 Santa Ana St	MSW	2	3 yard	2
23	South Gate Maintenance Yard-4244 Santa Ana St	Recycle	1	3 yard	1
24	South Gate Maintenance Yard-4244 Santa Ana St	Recycle	4	32 gallon	1
25	South Gate Maintenance Yard-4244 Santa Ana St	Recycle	2	96 gallon	1
26	South Gate Maintenance Yard-4244 Santa Ana St	Recycle	1	64 gallon	1
27	South Gate Maintenance Yard-4244 Santa Ana St	MSW	4	40 yard	On call
28	South Gate Maintenance Yard-4244 Santa Ana St	Metal	1	25 yard	On call
29	South Gate Maintenance Yard-4244 Santa Ana St	Tires	1	40 yard	On call
30	South Gate Maintenance Yard-4244 Santa Ana St	C&D	1	10 yard	On call
31	Hollydale Community Park- 5400 Monroe Ave	MSW	2	6 yard	1
32	South Gate Public Works Yard- 9545 Salt Lake Ave	MSW	11	40 yard	1
33	South Gate Public Works Yard- 9545 Salt Lake Ave	Metal	1	40 yard	On call
34	South Gate Public Works Yard- 9545 Salt Lake Ave	Tires	1	40 yard	On call
35	South Gate Public Works Yard- 9545 Salt Lake Ave	Green waste	5	40 yard	On call
36	South Gate Public Works Yard- 9545 Salt Lake Ave	C&D	2	10 yard	On call

EXHIBIT C
PUBLIC EDUCATION & OUTREACH REQUIREMENTS

1. General Administration

The City has placed the utmost importance on effective public outreach and education in helping residents and businesses fully understand options for and benefits of source reduction, reuse, Recycling, and Composting. General provisions for public education and outreach are as follows:

A. Prior to the Commencement Date and by October 1 of each following year during the Term of this Agreement, Contractor shall develop and submit an annual public education plan to promote the programs designed by the City and performed by Contractor under this Agreement. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be distributed, opportunities for expanded partnerships, and a timeline for implementation. The City Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Manager. Contractor shall meet with the City Manager to present and discuss the plan, review the prior year's activities (including sponsorships and services provided to City-sponsored events) and determine whether community activities and the provision of services to the City reflect the needs of City staff and the City Council. City Manager shall be allowed up to sixty (60) calendar days after receipt to review and request modifications. The City Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City Manager. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in Exhibit C. Each Business Day that the plan is late shall count as a single occurrence.

B. Upon request from the City Manager, City Manager and Contractor's Contract Administrator shall meet at least one (1) time per month to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.

C. Contractor shall distribute instructional information, public education, and promotional materials in advance of, and following, Commencement of services. This shall entail, at a minimum, distributing program literature to all Customers at the Commencement of the Agreement as well as to any new Customer during the Agreement Term. Contractor shall use multiple media sources including print, radio television, electronic/social media, and events to notify Customers of the change in their service provider, if applicable, and to highlight new program offerings. Transition and ongoing sector-specific collateral materials shall be distributed. The Contractor shall submit all draft materials to City Manager for review and approval.

D. All City facilities shall receive any and all public education and outreach materials and services provided to the Commercial sector. Contractor shall provide all printed public education materials to City offices and facilities to have available for the public that visits those facilities and shall

replenish the materials as requested by the City Manager.

E. Bill inserts may be designed by the City or Contractor. Bill inserts designed by Contractor shall be provided to the City Manager a minimum of sixty (60) prior to publication. The City Manager shall review bill inserts designed by Contractor; and the Contractor shall be responsible for printing and distributing the billing inserts to all Customers. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information as attachments to Customer invoices. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for billing inserts, Contractor shall comply with such request during its next billing cycle for the targeted Customer group, if specified. Contractor shall perform this service with no additional requirement for compensation. In the event the billing and service addresses are different, public education and outreach shall be delivered to both addresses.

F. Contractor shall develop a website specific to its operations in the City, with a section specific to City programs and Customers, which will be used to post educational materials for download, highlight program successes, and provide Diversion statistics. The Contractor's City specific website shall also include links to relevant web pages of the City's website where further information can be found. Content for the website shall be approved by the City Manager. Contractor shall review the website at a minimum annually to update information contained on website.

4. Sector-Specific Activities

The following tables present the public education and outreach activities to be performed by Contractor each Rate Period as minimum requirements under this Agreement. Each Customer faces unique Discarded Materials management opportunities and challenges; therefore, Contractor shall develop targeted, sector-specific educational materials and perform outreach activities as described for each Customer Type.

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | All Sectors

All printed materials also to be posted to the Company's website.

The following general public education and outreach materials shall each be produced for the benefit of all Customer Types that receive Collection service from the Contractor.

Activity	Description	Distribution/Frequency
Newspaper Advertisement	Distribute a newspaper advertisement that explains all programs that will be offered under the new Agreement.	One (1) time at beginning of the Agreement (20-30 days prior to contract start date).

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Single-Family Education and Outreach Activities

All printed materials also to be posted to the Company's website.

Activity	Description	Distribution/Frequency
Initial Mailing	Produce and Distribute a City-designed initial mailing to Single-Family Customers, which may include content such as explaining the program changes in the new Agreement; changes from the existing Collection programs to new programs; regulatory requirements, including SB 1383; and, the Effective Date of the change. Contractor shall include its Holiday schedule and the Residential Recycling and expanded services guide.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.
Community Workshops	Contractor will conduct a minimum of three (3) public workshops describing program changes, route changes, dates of program implementation, and other necessary information. Contractor will display new Containers to be distributed.	30 days prior Commencement Date.
Recycling Guide	Produce and Distribute a "Recycling guide" specific to Single-Family Customers. This guide shall include information on Collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all Single-Family programs described in Exhibit B-1. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	Affixed (inside plastic bag, zip-tied to handle) to every Single-Family Recyclable Materials Cart delivered prior to the Commencement Date, and thereafter to all new Customers. By direct mail annually thereafter to each Single-Family Customer
Neighborhood Group & HOA Visits	Upon City request, visit homeowner associations and other neighborhood groups and associations to promote and explain the Recycling programs included in this Agreement.	At City Manager or Customer request.

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Activity	Description	Distribution/Frequency
Quarterly Newsletter	Not less than four times per year during each Rate Year, Contractor shall be responsible for all costs incurred for the production and mailing of the City's Quarterly Newsletter. The City reserves the right to direct the production of the Quarterly Newsletter to a contractor of the City's choosing. The Quarterly Newsletter will include information on current regulations, and any additional regulations adopted during the Term of this Agreement and any extensions granted by the City. The Contractor shall be required to coordinate distribution via U.S. Mail of the Quarterly Newsletter with a local mailing house, including furnishing Customer mailing addresses.	
Corrective Action Notices	Produce and distribute a Single-Family Customer oriented Non-Collection Notice, and Courtesy Pick-Up Notices for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers.	As needed.
Seasonal Program Notifications	Provide written notification to all Single-Family Customers advertising each scheduled neighborhood clean-up day pursuant to Exhibit B1.5, Christmas tree Collections pursuant to Exhibit B1.7, and any other seasonal or periodic program(s). The notification shall inform Customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program.	At least fourteen (14) calendar days prior to event via direct mail.
Website	Contractor shall prepare a "Single-Family Customer" section of its website where it will present Customers with "how-to" information for participating in Contractor-provided programs including proper Container set-outs and provide Single-Family Customers with links to click on for additional resources. All other Single-Family educational materials specified in this Section shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Single-Family Customers within the City.	At least sixty (60) calendar days prior to Commencement Date. Updated no less than quarterly.
Mandatory Recycling and Organics Outreach Activities	Produce and Distribute outreach materials containing information to assist City with outreach compliance for various Applicable Laws related to Mandatory Recycling and Organics, including but not limited to SB 1383.	One (1) time annually

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Multi-Family Education and Outreach Activities

All printed materials also to be posted to the Company's website.

Description	Purpose	Distribution/Frequency
New Programs Mailing	Produce and Distribute an initial mailing to all Multi-Family Dwelling Units within City explaining the program changes in the new Agreement; changes from the existing Collection programs to new programs; new regulatory requirements, including SB 1383; and, the Effective Date of the change.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail to each Multi-Family Dwelling Units in City.
Recycling Guide	Produce and Distribute a "Recycling Guide" specific to Multi-Family Customers, and updated versions of the guide as needed. This guide shall include information such as Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Multi-Family programs described in Exhibit B2. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail to each Multi-Family Dwelling Units in City.
Technical Assistance: Diversion Opportunity Assessments	Offer Diversion opportunity assessments at least one (1) time annually to each and every Multi-Family Customer to meet with the property manager or Owner of Multi-Family Premises to promote Recyclable and Organic Materials Collection.	Offer in-person meetings to each and every Multi-Family Customer conducted one (1) time per year, plus follow-up meetings with individual Customers, as needed.
Workshops	Offer and respond to requests for on-site meetings and workshops. Contractor shall conduct workshops for Customers (when requested) that will show property managers and residents, in a hands-on interactive format, how to use the Recycling and Organics program and will provide resources for additional information and support.	At Customer's request.

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
"How-to" Guide: Electronic, Universal and Excluded Waste	Produce and Distribute a City designed "how-to" guide on proper Recycling, handling and Disposal of Household Hazardous Waste, E-Waste, and U-Waste directly to tenants of Multi-Family Premises. Contractor may arrange for distribution to each Dwelling Unit a flyer, door hanger, or other public education piece by coordinating with the Owner or property manager of the Premises.	One (1) time per year via direct mail or door-to-door.
Holiday Tree Collection Notification	Produce and Distribute a City-designed written notification to each Multi-Family property manager/Owner advertising the availability of holiday tree Collection services. The notification shall inform managers of the schedule, accepted and prohibited materials, Collection method options, and set-out requirements for the program. The notification shall include the Contractor contact information for Multi-Family Customers to contact to discuss schedule and designated Collection location. The format and content of the notification shall be approved by the City Manager.	At least fourteen (14) calendar days prior to event via direct mail, e-mail, or in-person.
Website	Contractor shall prepare a "Multi-Family Customer" section of its website where it will present "how-to" information for participating in Contractor-provided programs including proper Container set-outs and provide Multi-Family Customers with links to click on for additional resources. All other Multi-Family educational materials specified in this Exhibit shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Multi-Family Customers within the City. The website shall also provide property managers of Multi-Family Premises with an opportunity to request "Diversion opportunity assessments", or additional education materials to provide to tenants.	At least sixty (60) calendar days prior to Commencement Date. Updated no less than quarterly.
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials containing information to assist City with outreach compliance for various Applicable Laws related to Mandatory Recycling and Organics, including but not limited to AB 341, AB 1826, and SB 1383.	One (1) time annually

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Educational Materials for Employees/Tenants	Contractor shall provide Commercial and Multi-Family property managers/Owners with public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and Customers of the property or business. The public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. Multi-Family property managers/Owners may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One (1) time annually; or more frequently upon Customer request.

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Commercial Education and Outreach Activities

All printed materials also to be posted to the Company's website.

Description	Purpose	Distribution/Frequency
New Programs Mailing	Prepare and distribute an initial mailing to all Commercial Customers within the City explaining the program changes in the new Agreement; changes from the existing Collection programs to new programs; and, the Effective Date of the change.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.
Recycling Guide	Contractor shall produce a "Recycling Guide" specific to Commercial Customers and update the guide as needed. This guide shall include information on Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Commercial programs described in Exhibit B3. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail. Distributed during Diversion opportunity assessments.
"How-to" Flyer: Recyclable Materials	Prepare and distribute a "how-to" brochure explaining the Recycling Materials Collection programs for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial businesses).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date) via direct mail. Distributed during Diversion opportunity assessments.
"How-to" Flyer: Organic Materials	Prepare and distribute a flyer describing the Organic Materials Collection services available and how to prepare Organic Materials for Collection for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial businesses).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date) via direct mail. Distributed during Diversion opportunity assessments.
Technical Assistance: Diversion Opportunity Waste Assessments	Offer Diversion opportunity assessments at least one (1) time annually to each and every Commercial Customer to promote Recyclable and Organic Materials Collection and replenish Recycling guides and Recycling and Organics posters as needed by each Customer.	Offer one (1) time annually during in-person meetings with each and every Commercial Customer, plus follow-up meetings with individual Customers, as required.

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Recycling and Organics Posters	Produce and distribute (during Diversion opportunity assessments) laminated Recycling and Organics posters that provide graphic illustrations of acceptable and prohibited materials within each program.	Distributed during Diversion opportunity assessments.
Quarterly Bill Inserts	Prepare and distribute quarterly bill inserts that creatively inform Commercial Customers about such topics as: cost savings available from source reduction, reuse, and Recycling; tips for overcoming common operational challenges businesses have with Recycling and Organics programs; the environmental benefits of buying Recycled-content products and statistics, trends, and facts about programs performed under this Agreement (i.e. Collected, Tonnage, year over year increase/decrease, markets for material Collected, what each material is Recycled into) as appropriate. Contractor's annual public education plan shall define a theme for each quarterly insert.	One (1) time per quarter via direct mail to each Commercial Customer in City.
Corrective Action Notices	Produce a Commercial and Multi-Family Customer oriented corrective action notice for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers.	As needed.
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials related to the mandatory nature of Recyclable Materials and Organic Materials Collection services, upon request from City Manager. Such outreach shall be designed to assist the City in complying with the outreach requirements of various Applicable Laws related to the mandatory provision of Recyclable Materials and Organic Materials Collection and Diversion services.	One (1) time annually
Educational Materials for Employees/Tenants	Contractor shall provide Commercial and Multi-Family property managers/Owners with public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and Customers of the property or business. The public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. Commercial Customers may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One (1) time annually; or more frequently upon Customer request.

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Commercial Edible Food Generator Education	Contractor shall provide Customers that are Commercial Edible Food Generators with the following: 1. Information about the City's Edible Food Recovery program; 2. Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10; 3. Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and, 4. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste	One (1) time annually

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Special Events

All printed materials also to be posted to the Company's website as well as links to teacher resources.

Description	Purpose	Distribution/Frequency
Event Exhibit	Contractor shall staff an exhibit booth and distribute promotional and educational materials at special events. Contractor shall provide visual displays, copies of educational materials (including all guides, flyers, and brochures produced for this Agreement), and Recycling education activities appropriate to a variety of age groups. Display components will be professionally designed and created and shall be scalable to be appropriate for a variety of booth or display configurations. Materials will include those pertaining to the programs provided under this Agreement as well as general information on "green" and/or sustainable behaviors.	All special events listed in Exhibit B7 of this Agreement. Other events at City Manager's request.

EXHIBIT D:
INITIAL MAXIMUM RATES

Following are the rates for January 1, 2023 through December 31, 2023:

Residential Rates
Effective January 1, 2023

For each single family residence and for each dwelling-unit within a multiple-unit residential complex

Standard Monthly service charge for servicing one (1) standard residential refuse, recycling, and organics container of a 95 to 101-gallon capacity	$ 24.21
Reduced monthly service charge for servicing one (1) standard residential refuse, recycling, and organics container of a 60 to 67-gallon capacity	$ 22.38
Extra monthly service charge for each additional cart:	
Solid Waste - 32-gallon	$ 7.78
Solid Waste - 64-gallon	$ 8.78
Solid Waste - 95-gallon	$ 12.61
Organics - Additional carts above two, any size	$ 12.61

Other Services and Fees

Bulky item pick-up **(1)**	$ 25.00
Cart exchange **(2)**	$ 95.00
Re-start service fee	$ 35.00
Backyard Service - Non-Qualifying Customers	$ 25.00
Cart replacement due to customer negligence	$ 58.83
Return trip fee/extra pick-up (per occurrence)	$ 10.00

Residential Roll-off Box and Temporary Bin Service

Temporary Residential Roll-Off		
Roll-Off Box Any Size, Any Material Type		
Haul plus 3 tons	$ 677.50	per load **(3)**
Per Ton Charge Over 3 Tons/Load	$ 75.50	per ton
Temporary Residential Bins		
3-Cubic Yard Temp Bin		
Cost per container	$ 250.00	per load
Additional Pickups	$ 125.00	per load

(1) Charge per item in excess of 10 items per month. Includes e-waste
(2) Rate for additional exchange of all containers above one exchange per year.
(3) Includes pulll and disposal fee up to three (3) tons.

Commercial Rates
Effective January 1, 2023

Commercial Refuse Service

Bin Size	1x week	2x week	3x week	4x week	5x week	6x week
64 gallon cart	$ 79.00	$ 158.00	$ 237.00	$ 316.00	$ 395.00	$ 474.00
95 gallon cart	$ 89.00	$ 178.00	$ 267.00	$ 356.00	$ 445.00	$ 534.00
2 CY bin	$ 129.88	$ 244.76	$ 347.88	$ 447.88	$ 547.88	$ 647.88
3 CY bin	$ 149.88	$ 249.88	$ 349.88	$ 449.88	$ 549.88	$ 649.88
4 CY bin	$ 169.88	$ 324.76	$ 494.64	$ 664.52	$ 834.40	$1,004.28
6 CY bin	$ 219.88	$ 424.76	$ 644.64	$ 864.52	$1,084.40	$1,304.28
2 CY compactor	$ 363.97	$ 727.94	$1,091.91	$1,455.88	$1,819.85	$2,183.82
3 CY compactor	$ 471.56	$ 943.12	$1,414.68	$1,886.24	$2,357.80	$2,829.36
4 CY compactor	$ 544.21	$1,088.42	$1,632.63	$2,176.84	$2,721.05	$3,265.26

Commercial Recycling Service

Bin Size	1x week	2x week	3x week	4x week	5x week	6x week
32 gallon cart	$ 47.85	$ 95.70	$ 143.55	$ 191.40	$ 239.25	$ 287.10
64 gallon cart	$ 57.85	$ 115.70	$ 173.55	$ 231.40	$ 289.25	$ 347.10
95 gallon cart	$ 64.35	$ 128.70	$ 193.05	$ 257.40	$ 321.75	$ 386.10
2 CY bin	$ 68.22	$ 136.44	$ 204.66	$ 272.88	$ 341.10	$ 409.32
3 CY bin	$ 79.95	$ 159.90	$ 239.85	$ 319.80	$ 399.75	$ 479.70
4 CY bin	$ 90.72	$ 181.44	$ 272.16	$ 362.88	$ 453.60	$ 544.32
6 CY bin	$ 112.43	$ 224.86	$ 337.29	$ 449.72	$ 562.15	$ 674.58

Commercial Organics Service

Bin Size	1x week	2x week	3x week	4x week	5x week
64 gallon cart	$ 68.62	$ 137.23	$ 205.84	$ 249.05	$ 311.89
1 CY bin	$ 88.00	$ 176.00	$ 264.00	$ 352.00	$ 440.00
1.5 CY bin	$ 95.00	$ 190.00	$ 285.00	$ 380.00	$ 475.00
2 CY bin	$ 105.00	$ 210.00	$ 315.00	$ 420.00	$ 525.00

Other Services and Fees

	1x week	2x week	3x week	4x week	5x week	6x week
Push Out - Per bin per month	$ 32.20	$ 64.40	$ 96.60	$ 128.80	$ 161.00	$ 193.20
Scout Service - Per bin per month	$ 49.73	$ 99.46	$ 149.19	$ 198.92	$ 248.65	$ 298.38
Locking Lids - Per bin per month	$ 16.10	$ 32.20	$ 48.30	$ 64.40	$ 80.50	$ 96.60

Multi-Family Bulky Item Pick-up (Bin Service Customers)	$ 33.24	per item
Commercial Bulky Item Pick-up	$ 33.24	per item
Extra Pick-up	$ 57.27	per occurrence
Overage Fee	$ 57.27	per occurrence
Return Trip Fee	$ 40.00	per occurrence
Redelivery of Bins (due to non-payment)	$ 26.56	per occurrence
Bin Exchange (excluding Bin Cleaning)	No charge	
AB 341 Non-Compliance Fee	$ 75.33	per month
Bin Cleaning	$ 50.00	per occurrence
Contamination Fee	$ 26.59	per occurrence

Industrial Rates
Effective January 1, 2023

Commercial Roll-off Service

	Haul plus 5 tons		Charge Over 5 Tons/Load	
Permanent Roll-Off Box, Any Size, Any Material Type	$677.50	per load	$ 75.50	per ton
Compactor, Any Material Type	$802.50	per load	$ 75.50	per ton
Temporary Roll-Off Box, Any Size, Any Material Type	$677.50	per load **(1)**	$ 75.50	per ton

(1) Includes pull and disposal fee up to five (5) tons.

EXHIBIT E:
EXAMPLE RATE ADJUSTMENT FORMULA

Step One: Calculate percentage change in indices

		A	B	C
Row	Index	Old Index Value	New Index Value	Percent Change In Index, ((Column B/ Column A) -1)
1	CPI, Garbage and Trash Collection (1)	496.679	517.202	4.1%

Step Two: Apply percentage change to rates

		D	E	F	G
Row	Example Rate Categories	Current Customer Rate (2)	Percentage Change in Index (from Column C)	Rate Increase or Decrease (Column D x Column E)	Adjusted Rate (Column D + Column F)
2	Standard Residential Service	$ 19.60	4.1%	$ 0.81	$ 20.41
3	Additional Refuse Cart	$ 8.78	4.1%	$ 0.36	$ 9.14
4	Commercial 3 cubic yard 1x week	$ 162.05	4.1%	$ 6.70	$ 168.75
5	Commercial 3 cubic yard 2x week	$ 255.57	4.1%	$ 10.56	$ 266.13
6	Commercial recycling - 2 cubic yard 1x week	$ 65.22	4.1%	$ 2.69	$ 67.91
7	Commercial organics - 64-gallon 1x week	$ 62.38	4.1%	$ 2.58	$ 64.96
8	Commercial organics - 2 cubic yard 1x week	$ 248.33	4.1%	$ 10.26	$ 258.59

(1) Consumer Price Index Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, garbage and trash collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. Average annual change for the 12 months ending June prior to the Rate Year anniversary date compared to the 12 months ending June in the previous year.

(2) Example rates listed. Adjustment applies to all rates.

EXHIBIT E:
EXAMPLE CALCULATION FOR AVERAGE ANNUAL CHANGE IN PUBLISHED INDEX

The rate adjustment index is calculated using the "average annual change" as demonstrated in the example below, measured for the 12 months ending June prior to the Rate Year anniversary date compared to the 12 months ending June in the previous year. The Bureau of Labor Statistics publishes the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average.

If a rate adjustment based on this index were to be implemented as of January 1, 2022, the average annual index for the 12 months ended June 2021 of 517.202 would have been the "New Index Value" to be used in Column B of the example rate adjustment formula in Exhibit 5-1, and the average annual index for the 12 months ended June 2020 496.679 would have been the "Old Index Value" in Column A. This would have resulted in a 4.1% increase to the rates as calculated in Column C of Exhibit 5-1.

Consumer Price Index – All Urban Consumers, U.S. City Average
Garbage and Trash Collection, CUUR0000SEHG02

CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id:	CUUR0000SEHG02
Not Seasonally Adjusted	
Series Title:	Garbage and trash collection in U.S. city average, all
Area:	U.S. city average
Item:	Garbage and trash collection
Base Period:	DECEMBER 1983=100
Years:	2008 to 2018

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average Annual
2019/2020	482.138	483.987	484.346	486.133	486.485	486.708	491.003	494.429	495.288	494.432	494.946	496.679	489.715
2020/2021	498.564	500.882	501.756	503.315	504.970	508.190	512.722	517.270	518.505	518.579	516.440	517.202	509.866
Average Annual Change													4.1%

EXHIBIT F
REPORTING REQUIREMENTS

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Determine and set Rates and evaluate the financial efficacy of operations.
2. Evaluate past and expected progress towards achieving the Contractor's Diversion goals and objectives.
3. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law.
4. Determine needs for adjustment to programs.
5. Evaluate Customer service and Complaints.
6. Determine Customer compliance with AB 341, SB 1383, and any subsequent State-mandated Recycling requirements.

1. Monthly Report Content

Monthly reports shall be submitted by Contractor to the City and shall include the following information pertaining to the most recently-completed calendar month. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. Contractor shall report the information included in the following subsections.

A. Tonnage Report

1. Tonnage delivered to each Approved Facility by Customer Type, subtotaling and clearly identifying those Tons that are Diverted and those that are Disposed.
2. Units of E-Waste, U-Waste, and Bulky Items Collected by Customer Type.
3. Solid Waste Tonnage Disposed.
4. Recyclable Materials Tonnage Marketed (by commodity and including average commodity value for each) and Processing Residue Tonnage Disposed.
5. Bulky Items and Reusable Materials Tonnage Marketed and Tonnage Disposed from non-Divertible materials and Processing Residue.
6. Monthly Diversion rate by Customer Type and in aggregate for all Customer Types under this Agreement.

B. Diversion Report

Contractor shall report the Diversion level for each month and the cumulative year-to-date Diversion Level, where Diversion level shall be calculated as: (Discarded Materials Collected – Solid Waste Collected – Processing Residue Disposed) / Discarded Materials Collected.

EXHIBIT F
REPORTING REQUIREMENTS

C. Revenue Report

Provide a statement detailing Gross Receipts from all operations conducted or permitted pursuant to this Agreement as required by Section 7.4.

D. Customer Subscription and Collection Report

1. A summary of Customer subscription data, including the number of accounts; the number of Customers subscribing to each Service Level listed separately by Customer Type and Discarded Material type.
2. Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service, cubic yards of Bin service, and pulls and cubic yards or Tons of Roll-Off Box and Compactor service by Customer Type. Report should calculate the average volume of service received per: Single-Family Dwelling Unit (separately identifying Dwelling Units in a duplex, triplex, or fourplex); Multi-Family Dwelling Unit; and, Commercial Customer.
3. List of all Commercial and Multi-Family Customers with Solid Waste service. Such list shall include each such Customer's service address and subscribed Solid Waste, Recyclable Materials, and Organic Materials Service Levels, and other information as required by Section 5.12 of the Agreement. The list should include all information in one line for each Customer illustrating the Service Level for each Material Type and the total Service Level for all Material Types the Customer has subscribed to.
4. Number of Bulky Item/Reusable Materials Collection events by Customer Type.
5. Number of Customers subscribing to each City approved service exemption by Customer Type; including the total number of de minimis waivers, physical space constraint waivers, and Collection frequency waivers granted in the month in accordance with Section 4.9, including the Customer name and address for each waiver
6. The number of waivers reviewed, and number of reverification inspections performed by the Contractor pursuant to Section 4.9.2 of this Agreement in the month, if any, including a copy of documentation for each waiver review and reverification inspection.
7. List of Commercial Generators with decreased Service Levels, cancellation of service, and new service.

E. City Services Report

1. City facility Diversion rate report (i.e., volume of service by Service Type received by each City Facility and the percentage of the total Service Levels that are for Diversion services relative to the total).
2. Summary report on the programs offered to City as described in Exhibit B5 focused on when each service was provided, and any issues/concerns identified.

F. Customer Service Report

EXHIBIT F
REPORTING REQUIREMENTS

1. Number of events of Discarded Materials being tagged for Non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.).
2. Number of Courtesy Pick-Up Collections summarized by the reason for leaving a Courtesy Pick-Up Notices (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.).
3. List of Customers for which Contractor has performed a Courtesy Pick-Up Collection, including the Customer address, and material type for which the Courtesy Pick-Up Collection was performed.
4. Record of SB 1383 non-compliance Complaints received, including the following information:
    a. Total number of Complaints received, and total number of Complaints investigated.
    b. Copies of documentation recorded for each Complaint received, which shall at a minimum include the following information: (i) The Complaint as received; (ii) The name and contact information of the complainant, if the Complaint is not submitted anonymously; (iii) The identity of the alleged violator, if known; (iv) A description of the alleged violation; including location(s) and all other relevant facts known to the complainant; (v) Any relevant photographic or documentary evidence submitted to support the allegations in the Complaint; and, (vi)The identity of any witnesses, if known.
    c. Copies of all Complaint reports submitted to the City, pursuant to Article 6 of this Agreement.
    d. Documentation of any follow-up inspections and/or outreach, if any, conducted upon City request pursuant to Section 4.7.4 of this Agreement, which shall include at a minimum: (i) The date the Contractor investigated the Complaint; (ii) documentation of the findings of the investigation; and (iii) Any photographic or other evidence collected during the investigation.

G. Contamination Monitoring Report

1. The number of route reviews conducted pursuant to Section 4.10 of this Agreement.
2. Description of the Contractor's process for determining the level of contamination or Bin overfilling during route reviews. Contractor shall document the contamination and/or overfilling through use of film or digital photography.
3. A record of each inspection and contamination fee assessed, which shall include, at a minimum:
    a. Name and address of the Customer;
    c. The date the contaminated Container was observed;
    d. The staff who conducted the inspection;
    e. The total number of violations found, and a description of what action was taken for

each;

f. Copies of all notices to Customers with Prohibited Container Contaminants; and,

g. Photographic documentation.

4. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants.

5. Summary report of Courtesy Pick-Up Notices, Non-Collection Notices, and/or Contamination Processing Fee assessment notices issued, which for each notice shall include the date of issuance, Customer name, and service address.

6. A list of all Customers assessed Contamination Processing Fees, pursuant to Section 4.10 of this Agreement, reported separately by Customer Type, and including the Customer name, Customer address, and reason for the assessment of the Contamination Processing Fee; the total number of instances Contamination Processing Fees were assessed in the month; and, the total amount of fees collected in the month.

7. Results of the waste characterization studies conducted pursuant to Section 4.10.2 of this Agreement.

8. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

2. Quarterly Report Content

A. Education and Outreach

1. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 4.5 of the Agreement and Exhibit C, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.

3. A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.

4. For any mass distribution through mailings or bill inserts, provide a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.

5. A copy of all electronic media, including the dates posted or sent of: social media posts, e-mail communications, or other electronic messages. A summary report shall be provided for electronic marketing that itemizes each communication and reports performance metrics for each that are relevant to that type of communication (e.g., open and click-through rates for email marketing, engagement numbers for social media, etc.).

6. Summary of the results of the Diversion opportunity assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the number of Diversion opportunity assessments conducted each month in the most-recently completed quarter, and contact information including address, contact names, telephone number of Persons contacted, number of Dwelling Units (for Multi-Family), and the Recyclable Materials, Organic Materials, and Solid Waste Service Level for each complex. Include any Service Level changes resulting from such visits.
7. Summary of the public education materials and activities provided to schools in the month, if any; including results from Diversion opportunity assessments as described in Exhibit C.
8. Dates, times, and group or event names of any site visits, meetings, and events attended in the month.

3. Annual Report Content

The annual report shall be the final monthly report, including annual totals, summary pages, and a compilation of any materials required by the monthly reports, plus the following additional information.

A. Summary Assessment

Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly the Contractor's Diversion goals. Provide recommendations and plans to improve and highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by the Contactor in the State.

B. Collection and Processing Report

1. The total Tonnage amount of Discarded Materials, listed separately by Discarded Material type, removed from homeless encampments and illegal disposal sites as part of an abatement activity, listing each Collection event separately by date, location, and Tonnage Collected, pursuant to Exhibit B4-12.
2. A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a landfill, pursuant to Section 4.9.3.B of the Agreement.
3. Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics, in accordance with Section 4.1.J of the Agreement.

C. Education and Outreach Report

1. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
2. The annual public education plan required by Section 4.5 of the Agreement and Exhibit C for the upcoming then-current calendar year. For example, Contractor submittal of a 2023 annual report in February 2024 shall include Contractor submittal of the annual public education plan for calendar year 2024.

D. Commercial Edible Food Generator Report

1. Commercial Customer list including contact information requested by the City Manager and designation of each Commercial Customer as either "Tier 1", "Tier 2", or "Non-Covered" Edible Food Generator.

E. Vehicle Inventory

1. A list of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage on December 31.
2. The total amount of RNG procured by the Contractor for use in Contractor vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.
3. The name, physical location, and contact information of each entity, operation, or facility from whom the Contractor procured RNG for Collection vehicles.

F. AB 341 Compliance

Provide a listing of Commercial Customers subscribing to four (4) or more cubic yards of Solid Waste service per week who do not currently subscribe to Recyclable Materials Collection service from Contractor.

G. Local Purchasing

Provide a listing of all items purchased within the City for the reporting period as required in Section 5.11 of the Agreement.

4. Additional Reports

A. Upon Incident Reporting. City reserves the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon the City. The Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by the City Manager.

EXHIBIT F
REPORTING REQUIREMENTS

B. AB 901 Reporting. At the City's option, City may require that Contractor provide the City copies of Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within ten (10) Business Days of the request.

C. Customized Reports. The City reserves the right to request Contractor to prepare and provide customized reports from records Contractor is required to maintain; or require a specified format or submission system, such as the use of a web-based software platform.

EXHIBIT G
SECTION RESERVED

EXHIBIT H
CONTRACTOR'S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, a California _____, as PRINCIPAL, and _____ _____, a Corporation organized and doing business by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to the City of South Gate ("City"), hereinafter called OBLIGEE, in the penal sum of six hundred and fifty thousand dollars ($650,000) lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled "INTEGRATED SOLID WASTE MANAGEMENT SERVICES" with City, to do and perform the following work, to wit: Collect, Process and Dispose of Solid Waste generated within City, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void after receipt of written release from the City as described in Section 9.7 of this Agreement; otherwise it will remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In the event suit is brought by OBLIGEE to enforce the provisions of this bond, said Surety will pay to OBLIGEE reasonable attorneys' fees, plus costs of suit, in an amount to be fixed by the court.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this _____DAY OF _____, 20__.

_____	_____
a California Corporation	SURETY
By: _____	By:_____
(PRINCIPAL)	(ATTORNEY IN FACT)
(SEAL)	(SEAL)

EXHIBIT I:
NOTARY CERTIFICATION

STATE OF CALIFORNIA

COUNTY OF _____) ss:

On _____, _____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____ _____, known to me to be the _____ _____ of Contractor that executed the within instrument on behalf of Contractor therein named, and acknowledged to me that such Contractor executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of _____ this _____ day of _____, _____.

Notary Public
My Commission Expires:

EXHIBIT J:
CONTRACTOR'S IMPLEMENTATION PLAN AND SCHEDULE

EXCERPT FROM CONTRACTOR'S INITIAL PROPOSAL. IMPLEMENTATION PLAN AND SCHEDULE WILL BE REFINED SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT

UWS will assign a City Liaison which will be Matt Blackburn and he will be the primary contact for implementation and will personally oversee the transition. Matt coordinated the transition in the City of Los Angeles, Maywood and Los Alamitos.

For purposes of the Timeline, it is assumed that the City Council will award the Franchise Agreement in July of 2022 and that service will commence on January 1, 2023.

Contract Award

Our executive team will be present in-person (or virtually as conditions may dictate) to ensure that we meet the timeline established in the RFP. Our Executive Management team includes the Owners and Senior Management personnel.

Execution of Agreement

Within five (5) calendar days following award of the contract, our executive team will be prepared to execute the Agreement and provide all supplemental exhibits and forms.

Certificates of insurance

Upon execution of the Agreement, we will file with the City Clerk copies of the certificates of liability policy forms and required endorsements evidencing the insurance required in Franchise Agreement.

Performance Bond and/or Letter of Credit

Within five (5) calendar days following execution of the Agreement, we will provide a Performance Bond and/or Letter of Credit described in Franchise Agreement in the amount of one million dollars ($1,000,000.00).

Recruiting

Job Announcement

Following the award of the franchise agreement by the City Council, our representatives will post, and distribute an Employment Announcement for employees of the current service provider who may be displaced due to the change in contractors. The announcement will provide details on a proposed job fair where UWS representatives will be available to answer questions, describe pay and benefits and offer employment. Our goal would be to employ any and all displaced workers from the current service provider.

One-On-One Visit

Prospective employees are also invited to meet individually by appointment with a representative of our Human Resources Department to hear more about the benefits of working for UWS.

New Employee Orientation

We will host a mandatory New Employee Orientation for each prospective qualified individual that joins our team. The Orientation will be held approximately 60 to 90 days before we commence services in order to ensure a safe and smooth transition. Employees will be compensated for attending the orientation.

Transition Activities

Customer Support Activities

Customer Service Representative Training

In the weeks leading up to the start of service, reference materials for use by our Customer Service Representatives will be prepared and the Customer Service Representatives will undergo training before education and outreach activities commence so that they are prepared to receive and respond to Customer inquiries. This is an area that UWS has developed over the past few transitions and has been the key to a smooth and seamless transition. We will work diligently with our CSRs to make sure that are ready to address questions during and after the transition.

Customer Record Management

We will solicit customer information from the outgoing contractor and the City in order to maximize the accuracy. If we can start with an accurate data base of information, we will have a successful transition. UWS has worked successfully with many haulers during their transition so we are confident that we can safely assume the experience would be similar with Waste Management.

Subscriptions

We will mail subscription reservation forms to each Residential Customer to determine the Customer's preference of cart size and quantity and confirm billing information. Customers who do not respond with their subscription preferences will be assigned three 95 - gallon carts (GREY, BLUE and GREEN).

Outreach Activities

We will employ a multi-faceted approach to our public outreach campaign to help residents and businesses comply with the new program requirements, mandates and gain the most from our services. Below is a list of media we will use to provide for a successful implementation.

Website

As the recommended service provider, we will prepare a web page to illustrate our approach to public outreach. This web page will initially be available for private review by City officials and will go public after the City Council approves the Agreement. This will be a place where residents and business can go to receive up to date information in real time.

Social Media

After award of the agreement, we will initiate and continually utilize traditional social media outlets to inform our followers about our services and educate them regarding policies, procedures, and local and State mandates. We have found this type of communication is very effective and provides excellent data for the residents and businesses.

Brochures

For service roll-out, we will distribute professionally prepared literature designed to: welcome customers, explain our services, announce service and holiday schedules, and describe local and state requirements. This brochure will be tailored to the City, the programs and provide detailed information on all ancillary services.

Town Hall Meeting

Prior to the start of service, we will host a multiple town hall meetings to introduce ourselves to the community and describe services and local and state requirements. UWS believes this is a good way to get out in front of the community so they can but face with the name of the company. UWS is prepared

to provide for multiple town hall meetings in necessary.

Neighborhood Organizations

Prior to the start of service, we will seek out neighborhood organizations to arrange to meet with residents in a more intimate multi-lingual setting to explain our services and local and state requirements.

A special emphasis of this outreach will be directed to owners and managers of multi-family complexes.
Business Organizations

We will arrange to meet with members of business organizations to explain our services and local and state requirements. A special focus of this outreach will be directed owners and managers of eating and drinking establishments to help them understand their recycling and organic waste recycling obligations.

Public Facility Managers

We will reach out to individual public agency facility managers in an effort to establish model programs that maximize diversion.

Mandatory Recycling Program Outreach

As described in the Mandatory Recycling Programs Implementation Plan Section, our Zero Waste Account Representatives will make in-person contact with the representatives of each business establishment and each Multi-Family complex to confirm account information, explain service options and requirements, and arrange for service subscriptions.

Operational Activities and Equipment

Training

In the weeks leading up to starting service, we will conduct mandatory off-hour training sessions to familiarize transitioning employees with our procedures and technologies. Transitioning employees will be compensated for attending training sessions. This early activity with the personnel assigned to the City of Los Alamitos will again provide for a seamless transition with minimal disruption to the services .

Routing

We will optimize our collection routes with a computerized routing system and onboard devices that provide each driver all needed information for each stop including turn-by-turn directions. These data-driven driver assists will enable our drivers to complete routes error free. We will work to match the existing routes deployed by your current service provider in order to minimize the disruption to the customers.

Collection Vehicles

We currently have a sufficient number of new Renewable Natural Gas (RNG) powered collection vehicles to fulfill the requirements of the Agreement . We will not need to procure any additional equipment to meet the service requirements in the agreement.

Collection vehicles used in the City of South Gate will be equipped with 3rd Eye Systems fleet management and recording mobile camera systems. This latest technology provides us with turn by turn

review of the driver's activities as well as a camera system that provides documentation of our services and records the driver's daily performance.

Carts

EXHIBIT J:
CONTRACTOR'S IMPLEMENTATION PLAN AND SCHEDULE

Following execution of the agreement, we will place the order for the carts to be distributed to Residential and Commercial customers receiving individual cart collection. We have currently have stock of carts with our manufacture that could fulfill the cart requirements for the City of South Gate.

Each residential and commercial customer utilizing cart service will receive a new set of carts one-week prior to their collection day at the latest in order to prepare for commencement of service on January 1, 2023 . For most customers, that delivery schedule should synchronize with the last scheduled collection day performed by the outgoing service provider.

Each set of new carts distributed curbside will include a securely attached welcome packet in a weather-resistant pouch providing the customer with details on the upcoming program.

Commercial Bins & Roll-Off Containers

We currently maintain a working inventory of commercial bins and roll-off containers to meet the needs of our existing Customers. Following execution of the agreement, we will place orders for additional commercial bins and roll-off boxes if necessary, so that we have a sufficient number of containers to satisfy the needs of the customers.

UWS will procure additional containers if necessary and coordinate delivery of our containers with the remove of the current contractor's containers at one time. This approach eases the coordination of container removals and deliveries, works best with limited enclosure space and makes for a seamless transition for the Customer.

The implementation timeline assumes that container assets will be acquired from the outgoing service provider.

Bulky Item Collection

After reviewing the draft agreement, UWS proposes to handle the bulky-item collection as required in the RFP as well as provide an on-call service if a resident or multi-family residents is in need of additional service.

UWS proposes to use a flatbed collection vehicle to complete the bulky item collection program. Using a flatbed for collection will allow us to bring the items back to our fleet yard to determine the best use for the items prior to disposal.

UWS will use best management practices to follow the hierarchy of reuse, disassemble for reuse or recycling, recycle, and disposal. UWS will encourage customers to provide accurate information of the items that are being collected. UWS will encourage customers to donate to Goodwill or Salvation Army similar programs as much as possible.

Abandoned Item Sweep and Clean-up

UWS proposes to meet the requirements in the RFP and Franchise Agreement related to the abandon item sweep service. UWS will provide a collection of abandon items in in the public right of way. In addition, UWS will also survey the areas on a weekly basis during residential collection to ensure that abandon items are not accumulating on a weekly basis. UWS drivers will document where items are located and provide that information to dispatch to have a bulky-item collection truck collect them in order to try and minimize the accumulation of these types of items. This additional service is included in the proposed rate structure.

E-Waste Collection

Included as part of the bulky-item collection, UWS will collect e-waste items (televisions, and computer monitors and other electronic equipment) that fall under the definition of e-waste. These items will be collected from single and multi-family residents on their normal collection day prior advanced notice has been made. The items will be disposed of in accordance with proper guidelines.

Sharps Collection Program

UWS has developed and will implement a Sharps Collection program for the single and multi-family residents of the City. The program will be a mail-back sharps program and will be available to any residents who makes the request for the service at no additional charge. Disposal of the sharps will be handled as required by law in order to ensure proper disposal.

Holiday Tree Collection and Recycling

UWS will collect Christmas trees immediately following Christmas Day and for the first two weeks of January to ensure that all trees are collected and recycled. Once the trees are collected, they will be transported to the UWS owned Green Wise Compost facility for processing and mulching. The trees will be separated and have all contaminates removed prior to processing. Once mulched, the ground up trees with be blended with the other compost at the facility for delivery to a secondary market.

Sub-Contractors

Southland Disposal

Southland Disposal Company is family owned and operated with located in close proximity to South Gate with over 100 years of experience in the waste and recycling industry. The company was started when the Arsenian family emigrated from Armenia to the Los Angeles area in the early 1900's. Robert Arsenian's grandfather Aram Zakaroff began as a scavenger collecting and reselling items to save enough money to send for his family from Armenia.

After many years of hard work, the scavenging business evolved into the rubbish business and ultimately today we are operating as a full-service waste and recycling company. As the industry changed, the family business ventured into the hog raising business as an extension of collecting garbage from the commercial accounts to be processed and fed to the hogs.

Robert Arsenian has been the sole proprietor of Southland since 1971 and his company today has multiple franchise agreements, he owns and operator the City Terrance Material Recovery and transfer Station and they were just recently awarded a new exclusive franchise agreement with the City of Glendale.

Fleet Genius

On January 1, 2021, CDSRVS, LLC and Container Management Group, LLC (collectively, CanDO!®) rebranded as "Fleet Genius". This rebranding is tied to the value proposition sought by our customers: improved customer experience and increased sustainable logistics and asset management services utilizing our proprietary cutting-edge technology platform.

We are very proud to build upon our heritage and to keep the same CanDO!® attitude and customer-centric culture that our clients have known for over 20 years as their trusted partner, while growing our team and executing extensive internal development of new technologies and refined processes focusing on sustainability.

Bins are some of your most valuable assets. Most companies do not have the resources to effectively and efficiently manage their container inventories. This often leads to skyrocketing yearly capital equipment

expenses, workers comp injuries, and poor customer service. Fleet Genius eliminates the headache of managing your containers and helps provide significant cost savings for your operations. Fleet Genius helps you focus on critical revenue-generating activities and provides you with peace of mind knowing that your valuable assets and customers are in capable hands.

EXHIBIT K:
ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

Environmentally Preferable Purchases and Practices Policy (EPPP)

It is the policy of the Universal Waste Systems Inc. for all departments and divisions to divert and reduce waste to the greatest extent possible in all aspects of company operations. This policy will establish practices to reduce waste by instituting new office practices; support the purchase of environmentally preferable products that minimize the impact on the environment, are not toxic, polluting, or hazardous to employees and community; and, encourage the purchase of products containing recycled materials, may be easily recycled or may be renewable, e.g. may be incorporated into the manufacturing of new products. Such products should perform satisfactorily and be available at a reasonably competitive price.

This policy formalizes existing practices and establishes an internal structure to help achieve this goal.

A. Environmentally Preferable Purchases and Practices Policy (EPPP)

1. All employees in all departments and divisions shall make waste diversion and reduction a routine part of their respective jobs whenever feasible to the extent it does not adversely affect health, safety, or operational efficiency and effectiveness as determined by each department.

2. Recommended waste reduction strategies include but are not limited to the following:
   - Office Practices
     - Institute practices which reduce waste and result in the purchase of fewer products whenever practicable and cost-effective while maintaining workplace quality.
     - Eliminate duplicate subscriptions and duplicate incoming and outgoing mail whenever feasible. Circulate subscriptions, etc. to eliminate duplicates.
     - Practice computer networking and "paperless" offices methods whenever feasible.
   - Printing and Faxing
     - Double-sided copying whenever feasible.
     - Setting fax machines to receive double-sided faxes.
     - Printing of emails, documents, memos, etc. should be reduced whenever practical.
     - All printings intended for distribution which use paper made of recycled materials shall be identified by a statement that the paper is of recycled content and, if possible, indicate the percentage of postconsumer recycled content.
   - Purchases
     - Consolidate orders and order in bulk whenever feasible, especially with regard to office supplies.
     - Purchases should be evaluated as to their short-term and long-term costs, expected lifetime compared to alternates, maintenance and operational costs,

and final disposal costs.

- Inform vendors of the Company's EPPP policy. Encourage vendors to reduce packaging to the greatest extent possible and to reuse pallets and other shipping materials.

♦ Durable and Reusable Products

- Use durable containers for coffee and other drinks at the workplace whenever feasible instead of disposable or recyclable containers.
- Purchase and use reusable/refillable products whenever feasible instead of disposable products.

2. Each department shall coordinate with the corporate office to assure maximum participation in this recycling program in the workplace, share with other departments any unique waste reduction strategies and to promote all strategies.
3. The Company's waste diversion and reduction ethic and related policies and practices shall be included in the orientation of all new employees if they will be working in any office or maintenance facility, will be responsible for bidding or purchase, and all management level employees.

B. Recycled Products Purchasing Policy (RCP)

See Section C below for Recycled-Content Paper Products and Recycled Content Printing and Writing Paper Requirements.

1. Each Department shall make every reasonable effort to purchase and use recycled products or those with recycled content, whenever feasible, to the extent such products do not adversely affect health, safety, or operational efficiency and effectiveness as determined by each department, including but not limited to, the items indicated on **Attachment 1**.
2. Each department shall review purchasing specifications and contract requirements and, where feasible, revise such specifications and contract requirements to encourage the use of recycled products. Each department shall consider, where feasible, the ability of products and\or their packaging to be reused, reconditioned, or recycled. Each department shall purchase, when practical, products which minimize waste and toxic by-products in their manufacture, use, recycling, and disposal. Each department shall also purchase/lease, when practical, capital equipment which is compatible with the use of products containing recycled materials.
3. Recycled content product pricing should not exceed twenty percent over comparable unrecycled products quoted costs by suppliers. The twenty percent price preference may be granted only if the quality of recycled products are at least equal to unrecycled products as determined solely by the buying department. Product price comparison shall include life cycle costs compared to alternates, maintenance and operational costs, and final disposal costs, when applicable.
4. Recycled content product information may be found at the California Department of Resources Recycling and Recovery Recycled-Content Product (RCP) Directory Home Page. Additional information may be found at the United States Environmental Protection Agency (EPA) website. The EPA has established minimum recycled content standard guidelines in the Comprehensive Procurement Guidelines (CPG). The key component of the CPG program is the EPA's list of designated products and the accompanying recycled content recommendations.

C. Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper Policy

1. All vendors providing Paper Products and Printing and Writing Paper shall:

   (a) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent (30%), by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than 20% of the total cost for non-recycled items.

   (b) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

   (c) Provide records to the accounts payable of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

EXHIBIT K:
ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

DEFINITIONS:

"Environmentally Preferable Products" means products that have a lesser or reduced impact on human health and the environment when compared with competing products that serve the same purpose. Such impacts include, but are not limited to, amount of raw material acquisition, production and manufacturing methods, packaging methods and materials, distribution, reuse, operation, and/or disposal of products.

"Feasible" shall mean whenever possible and within reason without reducing safety, quality, or effectiveness.

"Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

"Practical or Practicable" shall mean whenever possible without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable amount time.

"Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

"Recycled Material," means any material derived from post-consumer waste, industrial scrap, manufacturing waste and/or waste that otherwise would not have been used.

"Recycled Product" means any product which contains recycled materials or are reusable or recyclable.

"Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

"Recycled Content Product," means any product manufactured with waste material that has been recovered from or diverted from the waste stream.

Attachment 1

List of Recycled Products

Plastic	Paper	Rubber
Carpet Construction	Business cards	Floor tiles Retread
wall covering Corrugated	Computer paper*	tires Rubberized
drain pipe Culverts	Copier paper*	asphalt Trailer
Curbside recycling containers	Corrugated boxes	bumpers Wheel
Dollies	Cover stock*	chocks
Fence posts	Envelopes Facial	
Garbage can liners	tissue Legal	
Indoor/outdoor furniture	pads Letterhead	**Other materials**
Locker room benches	Linerboard	Acoustic ceiling tiles
Lumber	Loose-fill packaging	Cellulose fiber insulation
Pallets	Mailing tubes	Compost
Parking bumpers	Napkins	Fly ash/concrete mixtures
Plastic bags	Newsprint	Reflective road striping
Playground equipment	Offset	Re-refined lubricating oil
Refuse carts	Padded mail bags	Road signs
Shower dividers	Paper towels	Roofing shingles
Speed bumps	Poster board	Oil and Filter
Toilet partitions	Toilet tissue	Tires
Traction mats		
Truck bed mats		
Urinal screens		

CAUTION: Some colored paper cannot be reused in the manufacturing of other products due to the nature of the coloring dye.

EXHIBIT L:
AB 341 AND SB 1383 IMPLEMENTATION PLAN

EXCERPT FROM CONTRACTOR'S INITIAL PROPOSAL. AB 341 AND SB 1383 IMPLEMENTATION PLAN WILL BE REFINED SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT

Background

AB 341 (Mandatory Commercial Recycling) - Requires commercial establishments (i.e., businesses including public entities that generate 4 cubic yards or more of solid waste per week, and multi-family complexes of 5 or more dwelling units) to arrange for recycling services (i.e., recycling of containers and fiber products).

AB 827 (Recycling Containers) - Requires that businesses subject to AB 341 and AB 1826 and that are frequented by the public must provide recycling containers for public use.

AB 1 826 (Mandatory Commercial Organic Waste Recycling) - Requires businesses that generate 2 cubic yards or more of commercial solid waste per week to arrange for organic waste recycling services.

SB 1383 (Organic Waste Methane Emissions Reduction - Requires a 75% reduction in the 2014 disposal of organic waste including a 20% recovery edible food waste for human consumption.

Three key dates established by SB 1383 will occur during the term of the Franchise Agreement:

January 1 , 2022. CalRecycle's regulations to meet the organic waste reduction and the edible food recovery targets take effect. Also, on this date, the enforcement provisions, including penalties for noncompliance issued by the State, take effect. Legislation (SB619 Laird) passed in 2021 has made some changes to the potential penalties and fines associated with the bill, however Cities are still required to move forward with implementation and compliance.

January 1 , 2024. CalRecycle's regulations may require local jurisdictions to impose penalties for noncompliance on regulated entities subject to their authority.

January 1 , 2025. The State (and presumably each jurisdiction) must achieve 75% reduction in the disposal of organic waste (from 2104 levels); and, not less than 20% of currently disposed edible food must be recovered for human consumption.

Experience

RecycleLA, the City of Los Angeles' Zero Waste program, was designed before SB 1383 was adopted and yet the program anticipated what would become the State recycling and organic waste recycling mandate.

As a Contractor for RecyLA servicing the Northeast zone, we have been able to perfect our diversion implementation plan, recruit and train our team, and hone our customer education and outreach skills. Our Zero Waste team has extensive experience in assessing our customer needs, personalizing programs and getting results. This implementation plan is a product of that experience.

Staffing

Our Zero Waste Team is made up of fourteen Zero Waste Account Representatives with public relations skills and special training and expertise to personally assist Customers with tailoring solid waste services that maximize the recovery of recyclable material and organics.

Identification & Outreach

The first step in compliance begins with identifying the customer and assessing their waste and recycling needs. We accomplish this by following the steps listed below.

Introductory Mailing

Sixty (60) days before the start of service, we will introduce the Recyclable and Organic Waste Recycling Program to Commercial and Multi-family Customers with a direct mailing to each Customer.

Initial Visit

Thirty (30) days following the introductory mailing, members of our Zero Waste Team will begin making personal visits with each account to introduce UWS services, confirm account information, perform a waste assessment, and create a service order with new service recommendations. The initial visit is a very important part of our outreach and education process.

Outreach & Education

In the initial visit, Zero Waste Account Representatives will provide Customers with literature introducing UWS and explaining Recycling, Organic Recycling, and Food Donation opportunities.

Confirm Account Information

Zero Waste account Representatives will verify the service and billing address, contact information, and service levels.

Waste Assessment

In the waste assessment portion of the initial visit, Zero Waste Account Representatives will make determinations about container location, container fullness on service days, use of recycling containers, willingness to donate edible food (if applicable), and issues that might impede collections.

Another objective of the initial visit will be to explain ways that the Customer can reduce costs while complying with diversion mandates.

During the initial visit, our Zero Waste Account Representatives will also make a determination regarding the Customer's compliance with AB341, AB1826 and AB827. When compiled, these individual determinations will become the City's database for compliance monitoring, enforcement, and reporting to CalRecycle.

When a Customer performs Recyclable or Organic Waste Recycling by self-hauling or through another authorized provider (e.g., yard waste removal by a landscape maintenance contractor), this information will be recorded.

Technology

Each member of our Zero Waste Account Team uses a Zero Waste Compliance Tool tablet application that guides the account representative through the initial visit process. It will also be used for follow-ups, monitoring, and enforcement procedures. The app allows the representative to attach photographs to the Customer record.

Monitoring

Compliance monitoring will be an ongoing procedure conducted by our Zero Waste Team. The monitoring process will consist of two elements: (1) Enrollment monitoring; and, (2) Contamination monitoring.

Enrollment Monitoring

Accounts that do not enroll in the appropriate diversion services will be identified in monthly exception reports generated for Zero Waste Team members to revisit the account and attempt to arrange services.

A listing of accounts that fail to enroll in required diversion services will be provided to the City monthly for enforcement action.

Participation Monitoring

Accounts that are enrolled in recyclable and Organic Waste recycling services will be inspected on a periodic basis to confirm their participation and inspect for container contamination in a procedure referred to a lid flipping.

Customers not utilizing BLUE, GREEN or BROWN containers as intended will be personally contacted by a Zero Waste Account Representative as an outreach and education measure. Customers who do not make themselves available or who refuse to comply will be documented and the information will be shared with the City.

If contamination of BLUE, GREEN or BROWN containers is found to be an issue, the Zero Waste Account Representative will arrange a training session with the Customer to rectify the issues. Ongoing contamination issues will incur extra charges and potential removal of containers resulting in the Customer being reported to the City as not being in compliance.

All monitoring inspections and their outcomes are recorded in the Zero Waste Compliance Tool.

Reporting

Within 30-days following the start of service and monthly thereafter, UWS will transmit a report to the City identifying the following:

- AB 341
    - Total number of covered businesses
    - Total number of exempt businesses
    - Listing of exempt businesses
    - Total number of covered businesses recycling
    - Total number of covered businesses not recycling
    - Listing of each business not recycling
    - Total number of covered multi-family complexes
    - Total number of exempt multi-family complexes
    - Listing of exempt multi-family complexes
    - Total number of covered multi-family complexes recycling
    - Total number of covered multi-family complexes not recycling
    - Listing of each multi-family complex not recycling
- AB 1826
    - Total number of covered businesses o Total number of exempt businesses o Listing of exempt businesses
    - Total number of covered businesses recycling organic waste
    - Total number of covered businesses not recycling organic waste
    - Listing of each business not recycling organic waste
    - Total number of covered multi-family complexes
    - Total number of exempt multi-family complexes o Listing of exempt multi-family complexes
    - Total number of covered multi-family complexes recycling organic waste
    - Total number of covered multi-family complexes not recycling organic waste

- Listing of each multi-family complex not recycling organic waste

- AB 827
  - Total number of businesses
  - Total number of exempt businesses
  - Total number of businesses in compliance
  - Total number of businesses not in compliance
  - Listing of each business not in compliance

Enforcement

UWS will support City's enforcement efforts and assist with follow-up outreach and education efforts as necessary.

Item No. 10

Office of the
South Gate City Clerk

MAR - 6 2025

FILED 7:55am

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 11, 2025**
Originating Department: **Parks & Recreation**

Department Director: *Steve Costley* ***City Manager:*** *Rob Houston*

SUBJECT: PURCHASE ORDER FOR PURCHASE OF TWO JOHN DEERE TRACTORS

PURPOSE: To approve the purchase of two John Deere model 4075R mid-size Tractors. This will replace unit #462 a 1997 New Holland Tractor and unit #461 a 2001 New Holland Tractor currently in the fleet.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving a Purchase Order with Stotz Equipment Company for the purchase of two tractors for the Parks and Recreation Department in total amount of $135,049.35; and
b. Authorizing City Manager or his designee to approve agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The total purchase price of $135,049.35 will be under the CAER Fund Account 523-460-61-9003.

ANALYSIS: The Fleet Manager has recommended that the tractors be replaced due to ongoing mechanical failures and will no longer meet State Emission, Diesel Engine, and Green House Gas Standards. The current tractors must be removed from the fleet no later than December of 2027.

BACKGROUND: Tractors are an essential piece of equipment used in parks maintenance. They are used in all sports maintenance and renovation. The tractors use many attachments and are used for a variety of tasks, including mowing, moving landscape materials, grading, and other bulk materials for emergencies. The purchase of the new tractors will be through the Sourcewell Grounds Maintenance Contract #112624-DAC (PG BT CG 76). South Gate Municipal Code Section 1.54.510 D, permits the use of piggybacking onto a cooperative contract. The State of California has bid for this commodity, and any subsequent service, in a fair and competitive manner complying with the bid requirements, as stated in the City's Municipal Code, therefore no further bidding or quotes need to be obtained for this purchase.

ATTACHMENT: Quote from STOTZ Equipment Company

JOHN DEERE

STOTZ EQUIPMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
salesleads@stotzeq.com

Quote Summary

Prepared For:
CITY OF SOUTHGATE PARKS & REC
4900 SOUTHERN AVE
SOUTH GATE, CA 90280
Business: 526-824-4276
AMEDINA@SOGATE.ORG

Delivering Dealer:
Stotz Equipment
Zachary Moore
4811 Brooks Street
Montclair, CA 91763
Phone: 909-626-8586
Mobile: 909-664-3209
zmoore@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote ID: 32386899
Created On: 25 February 2025
Last Modified On: 27 February 2025
Expiration Date: 30 April 2025

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 4075R Compact Utility Tractor (60 PTO hp) **Contract:** Sourcewell Grounds Maint 112624-DAC (PG BT CG 76) **Price Effective Date:** February 24, 2025	$ 61,240.52	X	2	=	$ 122,481.04
Equipment Total					**$ 122,481.04**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 122,481.04
Trade In	
SubTotal	**$ 122,481.04**
Sales Tax - (10.25%)	$ 12,554.31
ca tire fee	$ 14.00
Total	$ 135,049.35
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 135,049.35**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

STOTZ EQUIPMENT

Quote Id: 32386899 **Customer Name:** CITY OF SOUTHGATE PARKS & REC

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4811 Brooks Street
Montclair, CA 91763
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
salesleads@stotzeq.com

JOHN DEERE 4075R Compact Utility Tractor (60 PTO hp)

Hours:

Stock Number:

Contract: Sourcewell Grounds Maint 112624-DAC (PG BT CG 76)

Selling Price *
$ 61,240.52

Price Effective Date: February 24, 2025

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
039ALV	4075R Compact Utility Tractor (60 PTO hp)	2	$ 68,729.00	18.00	$ 12,371.22	$ 56,357.78	$ 112,715.56
	Standard Options - Per Unit						
0202	United States	2	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operator's Manual and Decal Kit	2	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
1520	eHydro™	2	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
1795	Less Loader	2	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
2060	Deluxe Cab with Air Ride Seat	2	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
2660	Factory Installed Stereo	2	$ 712.00	18.00	$ 128.16	$ 583.84	$ 1,167.68
4061	Less iMatch™ Quick Hitch Category 1	2	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
5243	44x18-20 (4PR, R3 Turf, 1 Position)	2	$ -595.00	18.00	$ -107.10	$ -487.90	$ -975.80
6243	27x10.50-15 (4PR, R3 Turf, 2 Position)	2	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 117.00**		**$ 21.06**	**$ 95.94**	**$ 191.88**
	Dealer Attachments/Non-Contract/Open Market						
BXX11094	Cab Beacon Light Kit	2	$ 324.59	18.00	$ 58.43	$ 266.16	$ 532.32
BXX11039	DUAL REAR SCV - 4th and 5th Selective Control Valve Kit Cab	2	$ 1,323.17	18.00	$ 238.17	$ 1,085.00	$ 2,170.00
LVB24844	External Mirror Kit (Cab Only)	2	$ 258.50	18.00	$ 46.53	$ 211.97	$ 423.94
BLV10442	Front Weight Bracket Extension Kit	2	$ 286.00	18.00	$ 51.48	$ 234.52	$ 469.04
BLV10359	Horn Kit	2	$ 74.80	18.00	$ 13.46	$ 61.34	$ 122.68

JOHN DEERE

Selling Equipment

STOTZ EQUIPMENT

Quote Id: 32386899 **Customer Name:** CITY OF SOUTHGATE PARKS & REC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
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Montclair, CA 91763
US

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909-626-8586
salesleads@stotzeq.com

LVU32113	Quik-Tatch Weight, 70 lb (32 kg)	16	$ 114.40	18.00	$ 20.59	$ 750.48	$ 1,500.96
BLV10967	Top and Tilt Field Kit (Cab Only)	2	$ 2,655.31	18.00	$ 477.96	$ 2,177.35	$ 4,354.70
	Dealer Attachments Total		**$ 5,837.57**		**$ 1,050.75**	**$ 4,786.82**	**$ 9,573.64**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			$ 74,683.57		$ 13,443.03	$ 61,240.54	$ 122,481.08

Office of the
South Gate City Clerk

MAR - 6 2025

FILED 8:00am

Item No. 11

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **March 11, 2025**
Originating Department: **Police Department**

Department Director: *Darren Arakawa* ***City Manager:*** *Rob Houston*

SUBJECT: OVERVIEW OF SOUTH GATE CRIME STATISTICS FOR CALENDAR YEAR 2024

PURPOSE: To report to the City Council on the state of the City as it pertains to crime in 2024.

RECOMMENDED ACTION: The City Council will consider receiving and filing a summary report on the state of the City as it pertains to crime in South Gate for the calendar year 2024.

FISCAL IMPACT: There is no impact to the General Fund.

ANALYSIS: Every year, the Federal Bureau of Investigation ("FBI") collects statistical crime data from American law enforcement agencies and generates reliable statistics for use in law enforcement, through the National Incident-Based Reporting System ("NIBRS") Program. NIBRS captures detailed data about the characteristics of criminal incidents including a broad array of offenses, types and amount of property lost, demographic information about victims, offenders and persons arrested and what type of weapon was used in the incident.

Crime data from more than 18,000 city, university and college, county, state, tribal, and federal law enforcement agencies is captured so that a true assessment of crime trends across America can be evaluated. The South Gate Police Department submits its crime statistics to the FBI on an annual basis and the information provided in the attached staff report reflects what was submitted for calendar year 2024.

BACKGROUND: The South Gate Police Department collected the data points of crime for calendar year 2023. Using these data points, a three-year comparison (2022, 2023, and 2024) is being presented to the City Council in addition to other relevant activity of the South Gate Police Department.

ATTACHEMENT: Staff Report

City of South Gate

Police Department
8620 California Avenue, South Gate, CA 90280
P: (323) 563-5400 F: (323) 563-5488
www.cityofsouthgate.org

DARREN ARAKAWA
CHIEF OF POLICE

Date: February 17, 2025

From: Darren Arakawa, Chief of Police

To: Rob Houston, City Manager

Re: City of South Gate Crime Statistics 2024

Presented in this report are the crime statistics for the City of South Gate for calendar year 2024. There was an increase in calls for service from 45,391 in 2023 to 45,536 in 2024, which represents 145 more calls than 2023. The overall reported Part 1 Crimes in the City of South Gate for calendar year 2024 increased 5% from 2023.

The 5% increase in Part 1 Crimes encompasses a rise in sexual assaults, robberies, burglaries, larceny, and arsons. What is noteworthy is homicides decreased 44%, aggravated assaults decreased 10%, and grand theft autos saw a decrease of 1%.

Part II offenses, for which only arrest data is collected are the following:

The statistical information provided below in this summary report are Part I Crimes/Uniform Crime for calendar year 2024. The prior calendar years (2022 and 2023) were included in this report for comparison purposes.

Part 1 Crimes	**2022**	**2023**	**2024**	**23 vs 24 % of Change**
Violent Crimes				
Homicide	5	9	5	-44%
Rape	25	16	26	62.50%
Robbery	200	212	215	1.41%
Aggravated Assault	263	249	224	-10.04%
Property Crimes	**2022**	**2023**	**2024**	**% Change**
Burglary	332	250	257	2.80%
Larceny (Theft)	1,710	1,874	2,084	11.20%
GTA	901	1,031	1,013	-1.7%
Arson	20	10	20	100%
Total Part 1 Crimes	**3,456**	**3,651**	**3,844**	**5.3%**

In 2024, the top ten (10) locations for calls for service were as follows:

1) Target, 5700 Firestone Bl	613
2) Walmart, 4651 Firestone Bl	580
3) South Gate Park Sports Center, 9520 Hildreth Av	293
4) Warehouse Shoe Sale, 4621 Firestone Bl	183
5) AM/PM Store, 5731 Firestone Bl	169
6) Sam's Club, 5871 Firestone Bl	155
7) Arco Gas Station, 8904 Long Beach Bl	144
8) Five Below Store, 4849 Firestone Bl	128
9) Path Villas South Gate, 5610 Imperial Hwy	128
10) Jefferson Sola Apartments, 10930 Garfield Av	99

RESPONSE TIME

Priority 1 Call Response time was 3 minutes and 57 seconds (2023 was 4 minutes and 3 seconds)

ARRESTS

South Gate Officers made 1,699 arrests in 2024, which is down from the 1,720 arrests from calendar year 2023, showing a -1.22 % decrease.

FIREARMS SEIZURES

In 2024, Los Angeles County continues to see an alarming number of crimes involving firearms. In the City of South Gate, officers consistently seized firearms through field contacts and investigations. The South Gate Police Department is committed to keeping firearm violence at bay and will continue to pursue and seize firearms that are illegally possessed by individuals.

Firearms Seizures	2022	2023	2024
Handguns	123	111	114
Ghost Guns	23	19	25
Total	**146**	**130**	**139**

NARCOTICS AND NARCOTIC PROCEEDS

Below lists seizures by the South Gate Narcotics and Special Probations Unit (SGN) and Detectives assigned to the Drug Enforcement Administration. The seizures are often seized through collaborative multi-jurisdiction investigations. The South Gate Police Department has and will continue to partner with other local, state and federal law enforcement agencies to help impact the illicit drug trade.

	2022	2023	2024
Cocaine	81 kg	670 kg	604 kg
Meth	44 kg	730 kgs	47 kg
Heroin	9 kg	2,552 kgs	52 kg
Fentanyl	75,000 pills	700,000 pills	4 kg (powder)

DETECTIVE BUREAU INVESTIGATIONS

	2022	2023	2024
Cases Assigned	6,347	5,915	5,479
Cases Investigated	4,690	4,836	4,843
Open Cases	1,657	1,079	1,221

CASES SUBMITTED TO THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

	2022	2023	2024
Submitted	1,455	1,416	1,580
Filed	601	954	847
Rejected	521	390	662

TRAFFIC ENFORCEMENT

	2022	2023	2024
Impounds	1,885	2,684	2,299
Moving Violations	2,335	1,422	2,438
Parking Citations	22,823	22,962	24,232

TOP THREE MOVING VIOLATIONS CITATIONS

- Speeding
- Failure to Stop for Stop Sign
- Failure to Stop for Red Light

FATAL TRAFFIC COLLISIONS

In 2024, there were (5) fatal traffic collisions

1. Wright Road / Imperial Hwy. (Collision Factor = DUI and speeding)
2. Tweedy / San Carlos (Collision Factor = Ped crossing against signal (Ped Vs. MTA bus)
3. Tweedy / San Antonio (Collision Factor -Speeding and unsafe turn)
4. Imperial Highway/ Garfield Place (Collision Factor = Unsafe passing on the right – bicyclist)
5. Long Beach Bl. / Firestone Bl (Collision Factor = Pedestrian crossing outside the crosswalk)

COMMUNITY OUTREACH

	2022	2023	2024
Neighborhood Watch Meetings - Person	10	35	18
Neighborhood Watch Meetings - zoom	2	0	0
Business Watch Meetings	8	5	3
Active Shooter Presentations	3	4	0
Fentanyl Presentations	3	4	4
Red Ribbon School Visits	11	12	13
Station Tours	22	10	16
Parent (PTA) Workshops	2	3	4
Senior Citizens	0	2	1
Coffee with a Cop	8	5	3
Reading to Children	9	16	20
Catalytic Converter Etchings	86	105	85

DOMESTIC VIOLENCE PROGRAM OUTREACH

	2022	2023	2024
Total Victims Served	259	247	245
Community Presentations	11	31	13
Support Groups Facilitated	88	89	92

HOMELESS CLEAN UP/HOMELESS OUTREACH

	2022	2023	2024
Homeless Clean Up	6	42	49
Homeless Outreach	23	97	15

5150/MENTAL HEALTH RELATED CALLS FOR SERVICE

	2022	2023	2024
Regular Calls for Service	213	160	145
Calls for Service with Crime Reported	39	29	35
Transported 5150/5585	351	258	270

2024 TOP CALLS FOR SERVICE

Description	Total
Disturbance/Music/Transient/Family/Landlord/Ex-Boyfriend/Subjects/Fight/Juvenile	9,723
Parking Complaints	1,907
Suspicious Circumstances/Vehicles/Subject	2,568
Traffic Related	1,897
Welfare Check	956
Grand Theft Auto	869
Department of Children and Family Services Call	442
Keep the Peace	392

2024 ACCOMPLISHMENTS

1. Upgraded five (5) intersection cameras in the east side of the city.
2. Implemented the Intime scheduling software which allowed for the transition to electronic timesheets.
3. The Police Department filled the following vacant positions:

   (8) Sworn Officers

   (4) Full-time Police Records Specialists

   (2) Civilian Custody Officers

   (2) Full-time Community Service Officers

   (1) Hourly Police Records Specialist

Office of the
South Gate City Clerk
MAR - 4 2025
FILED 1:20PM

WARRANT REGISTER FOR COUNCIL MEETING 3/11/2025

PART I

apChkLst
02/26/2025 1:59:22PM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		invoice	Inv Date	Description	Amount Paid	Check Total
109282	2/27/2025 Voucher:	0012107	CALIFORNIA STATE DISBUR:	Ben364780	2/27/2025	CA STATE DISB. UNIT: PAYMENT	1,036.44	1,036.44
109283	2/27/2025 Voucher:	00002138	FRANCHISE TAX BOARD	Ben364782	2/27/2025	GARNISHMENT - FRANCHISE TA	78.50	78.50
						Sub total for BANK OF THE WEST:		1,114.94
						Grand Total All Checks:		1,114.94

2 checks in this report.

Item No. 12

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109286	3/11/2025	00004607	ADLERHORST INTERNATION	122417	12/20/2024	DOG FOOD AND SUPPLIES	994.53	994.53
	Voucher:							
109287	3/11/2025	00001467	ADMINISTRATIVE SERV. CO-	241218	12/31/2024	DEC 2024 - PROVIDE PHONE-A-F	59,039.72	59,039.72
	Voucher:							
109288	3/11/2025	00004372	AIRGAS USA, LLC	9157746785	1/27/2025	SWIM STADIUM SPA MAINTENAN	314.43	
	Voucher:			9157895602	1/31/2025	SWIM STADIUM SPA MAINTENAN	314.43	
				9158118002	2/6/2025	SWIM STADIUM SPA MAINTENAN	484.86	1,113.72
109289	3/11/2025	0011059	ALESHIRE & WYNDER, LLP	93349	2/4/2025	THRU 1/30/25 - SPECIALIZED LE(	921.60	921.60
	Voucher:							
109290	3/11/2025	0010875	ALFREDO DE LA TORRE	10/31/2024	2/25/2025	OCT 2024 13050 PARAMIOUNT B	1,150.00	
	Voucher:			09/30/2024	2/3/2025	SEPT 2024 9019 LONG BEACH BI	1,345.00	2,495.00
109291	3/11/2025	00000185	ALL CITY MANAGEMENT SEI	98484	1/22/2025	1/5/25-1/18/25 - FY 2024-2025 CR(	31,190.86	31,190.86
	Voucher:							
109292	3/11/2025	0011577	ALL PHASE ELECTRIC SUPF	0946-1107010	1/27/2025	INVENTORY PO/ LAMPS	3,562.57	3,562.57
	Voucher:							
109293	3/11/2025	00000201	ATLANTIC LOCK & KEY	000476	2/5/2025	SPECIALIZED KEYS FOR THE DE	650.62	
	Voucher:			000477	2/5/2025	SPECIALIZED KEYS FOR THE DE	618.92	1,269.54
109294	3/11/2025	0010585	AUTOZONE STORES, INC.	05488760214	2/10/2025	AUTO PARTS	78.09	
	Voucher:			05488761745	2/11/2025	AUTO PARTS	92.48	
				05488761699	2/11/2025	AUTO PARTS	15.42	
				05488763156	2/13/2025	AUTO PARTS	27.21	
				05488762581	2/12/2025	AUTO PARTS	79.37	
				05488762563	2/12/2025	AUTO PARTS	49.15	341.72
109295	3/11/2025	0014915	AVILA, RAMIRO	Ref000364528	2/12/2025	UB Refund Cst #00034968	40.00	40.00
	Voucher:							
109296	3/11/2025	0010615	BEARCOM	5778709	8/30/2024	10 HMN 1090 STANDARD PALM M	975.16	975.16
	Voucher:							
109297	3/11/2025	00004202	BRENNTAG PACIFIC INC	BPI493957	2/3/2025	SODIUM HYPOCHLORITE 12.5%	1,309.62	
	Voucher:			BPI493956	2/3/2025	SODIUM HYPOCHLORITE 12.5%	643.75	
				BPI493958	2/3/2025	SODIUM HYPOCHLORITE 12.5%	1,254.14	
				BPI493955	2/3/2025	SODIUM HYPOCHLORITE 12.5%	921.19	
				BPI493954	2/3/2025	SODIUM HYPOCHLORITE 12.5%	1,365.11	5,493.81
109298	3/11/2025	0014916	BZ MOTORS LLC	Ref000364529	2/12/2025	UB Refund Cst #00065398	122.76	122.76
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109299	3/11/2025	00000780	CALTEX PLASTICS	288404	1/21/2025	INVENTORY PO/ TRASH BAGS	5,292.00	5,292.00
	Voucher:							
109300	3/11/2025	0012885	CANON FINANCIAL SERVICE	38455765	2/9/2025	02/20/25-03/19/25 - PD MONTHLY	337.98	337.98
	Voucher:							
109301	3/11/2025	00000898	CENTRAL BASIN MUNI WATE	SG-DEC24	1/16/2025	DEC 2024 - MONTHLY CB METEF	15,520.73	15,520.73
	Voucher:							
109302	3/11/2025	0006239	CENTRAL FORD	55338	2/10/2025	AUTO PARTS	87.88	
	Voucher:			55344	2/10/2025	AUTO PARTS	122.60	
				55364	2/10/2025	AUTO PARTS	384.87	
				55404	2/11/2025	AUTO PARTS	78.26	
				53209	12/20/2024	AUTO PARTS FOR GARAGE SHC	286.65	960.26
109303	3/11/2025	0005839	CHAMPION CHRYSLER JEEF	722514	2/11/2025	DEALER PARTS FOR CHARGER	81.27	
	Voucher:			722515	2/11/2025	DEALER PARTS FOR CHARGER	50.16	131.43
109304	3/11/2025	0012980	CHARTER COMMUNICATION	188426601121424	12/14/2024	ACCT# 188426601 - SUBLIEASE :	134.99	
	Voucher:			188428701012125	1/21/2025	ACCT# 116996701: 1/27/24-2/26/2	129.98	
				188426501020125	2/5/2025	ACCT# 188426501 - FEB 2025 SC	161.26	
				187588601012125	1/21/2025	ACCT# 187588601: 1/27/25-2/26/2	322.91	749.14
109305	3/11/2025	00004302	CINTAS UNIFORM SERVICES	4220685278	2/11/2025	SHOP TOWEL CLEANING SERVI(	55.30	55.30
	Voucher:							
109306	3/11/2025	0011708	CLIENTFIRST TECHNOLOGY	17789	1/31/2025	JAN 2025 IT PROJECT MANAGEI	14,318.75	14,318.75
	Voucher:							
109307	3/11/2025	0014642	CMR: ESQUIVEL, CYNTHIA	2/13/25	2/13/2025	2/13/25 - PARKS COMMISSION M	75.00	75.00
	Voucher:							
109308	3/11/2025	00004154	CMR: FLORES II, ALAN D.	2/13/25	2/13/2025	2/13/25 - PARKS COMMISSION M	75.00	75.00
	Voucher:							
109309	3/11/2025	0013812	CMR: PELAYO, EDGAR	2/13/25	2/13/2025	2/13/25 - PARKS COMMISSION M	75.00	75.00
	Voucher:							
109310	3/11/2025	0012949	CMR: RUIZ, LIZETTE	2/13/25	2/18/2025	2/13/25 - PARKS COMMISSION M	75.00	75.00
	Voucher:							
109311	3/11/2025	0014673	CORE & MAIN LP	V858186	12/6/2024	RESTOCK FIRE HYDRANTS	15,238.52	15,238.52
	Voucher:							
109312	3/11/2025	00005110	COUNTY OF L.A. DEPT OF P	RE-PW 250113033	1/13/2025	THRU MAY 2024 - TRAFFIC SIGN	6,108.01	6,108.01
	Voucher:							
109313	3/11/2025	00005061	COUNTY OF LOS ANGELES I	03222025	2/5/2025	3/22/25 - FIRE SAFETY OFFICEEI	887.36	887.36
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109314	3/11/2025	0006251	CROWN TROPHY	17748	1/28/2025	TROPHYS	951.97	
	Voucher:			17755	2/3/2025	TROPHYS	172.40	1,124.37
109315	3/11/2025	00003702	D & M TIRES & MUFFLERS	4020	2/11/2025	TIRE REPAIR SUPPLIES	120.00	
	Voucher:			4016	1/22/2025	TIRE REPAIR SUPPLIES	120.00	240.00
109316	3/11/2025	0014913	DANIEL T. PIERSON	ALPIZAR 1 OF 2	2/13/2025	PAYMENT 1 OF 2 OF SETTLEMEI	43,000.00	43,000.00
	Voucher:							
109317	3/11/2025	00000314	DAPEER ROSENBLIT & LITV/	24109	1/31/2025	01/07/25-01/30/25 - MUNICIPAL C(	872.50	
	Voucher:			24110	1/31/2025	2/12/24-01/31/25 - SPECIALIZED I	5,801.86	
				24111	1/31/2025	01/14/25-01/31/25 - SPECIALIZED	1,177.00	7,851.36
109318	3/11/2025	00003777	DON MILLER & SONS PLUMI	410345	12/13/2024	PLUMBING SUPPLIES	188.46	
	Voucher:			408974	11/13/2024	PLUMBING SUPPLIES	36.93	225.39
109319	3/11/2025	0014489	EMP: HOUSTON, ROB	0014489	2/11/2025	REIMBURSEMENT FOR HOTEL &	792.84	792.84
	Voucher:							
109320	3/11/2025	0010558	FACTORY MOTOR PARTS C(	167-191844	2/10/2025	FACTORY AUTO PARTS	241.23	
	Voucher:			12-6388590	2/3/2025	FACTORY AUTO PARTS	94.26	
				167-190047	1/21/2025	FACTORY AUTO PARTS	377.53	
				167-190754	1/29/2025	FACTORY AUTO PARTS	380.58	
				12-W22819	1/23/2025	FACTORY AUTO PARTS	269.97	
				167-191360	2/4/2025	FACTORY AUTO PARTS	80.97	1,444.54
109321	3/11/2025	00002026	FEDERAL EXPRESS CORPO	8-743-44426	1/17/2025	FEDEX SERVICES	68.42	68.42
	Voucher:							
109322	3/11/2025	00003770	FLEMING ENVIRONMENTAL	22180	1/15/2025	UNDERGROUND STORAGE TANI	1,869.23	
	Voucher:			22080	1/2/2025	UNDERGROUND STORAGE TANI	4,397.79	
				22155	1/13/2025	UNDERGROUND STORAGE TANI	580.00	
				22190	1/16/2025	UNDERGROUND STORAGE TANI	725.00	7,572.02
109323	3/11/2025	0009215	G&M OIL COMPANY, LLC	012-070	2/3/2025	DECEMBER 2024 EXPRESS CAR	130.00	130.00
	Voucher:							
109324	3/11/2025	0006890	GARVEY EQUIPMENT COMP	166169	2/4/2025	GROUNDS MAINTENANCE EQUI	836.79	
	Voucher:			165677	1/15/2025	GROUNDS MAINTENANCE EQUI	947.97	1,784.76
109325	3/11/2025	0008691	GATEWAY WATER MANAGEI	LLAR-24-08	10/9/2024	WATER MANAGMENT JOINT POV	103,780.07	103,780.07
	Voucher:							
109326	3/11/2025	00002304	GENERAL PUMP COMPANY	32143	1/31/2025	ON-CALL MUNICIPAL WELL MAIN	3,585.18	
	Voucher:			31928	11/25/2025	ON-CALL MUNICIPAL WELL MAIN	1,055.00	4,640.18
109327	3/11/2025	0010016	GLOBAL PARATRANSIT INC.	112425-06	1/9/2025	TRANSIT SERVICES FOR GATE E	56,215.91	56,215.91
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109328	3/11/2025	00002890	GRAINGER	9406021585	2/13/2025	SPECIALTY HARDWARE	25.05	
	Voucher:			9367572949		CREDIT - INV# 9354478530	-1,178.99	
				9358324011	12/31/2024	SPECIALTY HARDWARE	266.43	
				9369846432	1/13/2025	SPECIALTY HARDWARE	36.64	
				9369247409	1/13/2025	SPECIALTY HARDWARE	100.41	
				9307788365	11/6/2024	SPECIALTY HARDWARE	260.48	
				9334586659	12/4/2024	SPECIALTY HARDWARE	1,794.34	
				9357348276	12/30/2024	SPECIALTY HARDWARE	266.43	
				9304614218	11/4/2024	SPECIALTY HARDWARE	70.48	
				9349555509	12/17/2024	SPECIALTY HARDWARE	76.79	
				9354478530	12/23/2024	SPECIALTY HARDWARE	1,178.99	2,897.05
109329	3/11/2025	0013098	GREEN'S DRY CLEANING & I	539230	1/31/2025	JAN 2025 - JAIL CLEANING OF G/	1,375.20	1,375.20
	Voucher:							
109330	3/11/2025	0014455	GSF TRUCK AND BUS TRAIN	22920	2/7/2025	CLASS B TRAINING FOR 2 STRE	4,295.00	4,295.00
	Voucher:							
109331	3/11/2025	0011526	HASA, INC.	1012523	1/9/2025	WATER TREATMENT CHEMICALS	1,059.18	
	Voucher:			1012529	1/9/2025	WATER TREATMENT CHEMICALS	1,471.85	
				1012524	1/9/2025	WATER TREATMENT CHEMICALS	742.80	
				1012527	1/9/2025	WATER TREATMENT CHEMICALS	701.54	3,975.37
109332	3/11/2025	0009879	HDL COREN & CONE	SIN047050	1/28/2025	HDL COREN & CONE PROP TAX	3,375.00	3,375.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109334	3/11/2025	00000268	HOME DEPOT CREDIT SERV	6350039	2/4/2025	MISC SUPPLIES	317.78	
	Voucher:			6354949	1/25/2025	ELECTRICAL SUPPLIES	143.90	
				9361551	1/22/2025	ELECTRICAL SUPPLIES	29.99	
				4361578	1/27/2025	GENERAL MAINTENANCE - MISC	85.81	
				1361603	1/30/2025	GENERAL MAINTENANCE - MISC	54.96	
				2354980	1/29/2025	WATER DEPARTMENT SUPPLIES	127.59	
				2354981	1/29/2025	WATER DEPARTMENT SUPPLIES	229.76	
				8361569	1/23/2025	STREET SUPPLIES	238.63	
				7350029	2/3/2025	GENERAL MAINTENANCE - MISC	74.50	
				9374452	2/11/2025	MISC SUPPLIES	4.71	
				8361562	1/23/2025	GENERAL MAINTENANCE - MISC	414.89	
				9354906	1/22/2025	GENERAL MAINTENANCE - MISC	59.63	
				7361486	1/14/2025	GENERAL MAINTENANCE - MISC	37.63	
				7361485	1/14/2025	GENERAL MAINTENANCE - MISC	371.11	
				9374336	1/22/2025	GENERAL MAINTENANCE - MISC	114.53	
				8354814	1/13/2025	GENERAL MAINTENANCE - MISC	39.42	
				3354778	1/8/2025	WATER DEPARTMENT SUPPLIES	768.82	
				0374334	1/21/2025	STREET SUPPLIES	185.87	
				8374350	1/23/2025	STREET SUPPLIES	726.37	
				5350055	2/5/2025	MISC SUPPLIES	455.37	
				98354925	1/23/2025	GENERAL MAINTENANCE - MISC	201.27	
				4374429	2/6/2025	GENERAL MAINTENANCE - MISC	46.97	
				5350058	2/5/2025	GENERAL MAINTENANCE - MISC	76.98	
				8361678	2/12/2025	MISC SUPPLIES	210.47	
				8361679	2/12/2025	MISC SUPPLIES	50.55	
				2354977	1/29/2025	GENERAL MAINTENANCE - MISC	68.95	
				5350059	2/5/2025	GENERAL MAINTENANCE - MISC	64.15	
				4354767	1/7/2025	GENERAL MAINTENANCE - MISC	353.38	
				2374263	1/9/2025	GENERAL MAINTENANCE - MISC	370.22	
				2361455	1/9/2025	GENERAL MAINTENANCE - MISC	23.72	
				3361589	1/28/2025	GENERAL MAINTENANCE - MISC	57.75	
				6374205	12/26/2024	GENERAL MAINTENANCE - MISC	577.85	
				8354810	1/13/2025	WATER DEPARTMENT SUPPLIES	7.10	
				8361560	1/23/2025	MISC SUPPLIES	10.78	
				8374285	1/13/2025	MISC SUPPLIES	247.69	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				5043364	1/16/2025	MISC SUPPLIES	304.57	
				3354782	1/8/2025	MISC SUPPLIES	185.61	
				3374257	1/8/2025	WATER DEPARTMENT SUPPLIES	332.17	
				0014861	12/22/2024	ELECTRICAL SUPPLIES	109.89	
				0354587	12/12/2024	GENERAL MAINTENANCE - MISC	124.85	
				1354571	12/11/2024	GENERAL MAINTENANCE - MISC	165.75	
				8354927	1/23/2025	MISC SUPPLIES	30.23	
				874376	1/27/2025	MISC SUPPLIES	185.90	
				3354972	1/28/2025	MISC SUPPLIES	36.39	
				0354586	12/12/2024	GENERAL MAINTENANCE - MISC	117.33	
				5361334	12/17/2024	GENERAL MAINTENANCE - MISC	8.23	
				4361582	1/27/2025	MISC SUPPLIES	284.94	
				1374410	1/30/2025	MISC SUPPLIES	380.02	
				5341249	1/16/2025	GENERAL MAINTENANCE - MISC	186.30	
				6033894	1/15/2025	GENERAL MAINTENANCE - MISC	119.90	
				8351477	1/13/2025	GENERAL MAINTENANCE - MISC	487.00	
				6361384	12/26/2024	GENERAL MAINTENANCE - MISC	31.55	
				5341215	1/6/2025	GENERAL MAINTENANCE - MISC	315.40	10,255.13
109335	3/11/2025	00000647	HONEYWELL INTERNATION/	5268453619	11/26/2024	ANNUAL HVAC EQUIPMENT MAII	2,600.83	
	Voucher:			569061261	2/1/2025	ANNUAL HVAC EQUIPMENT MAII	12,040.08	
				5268391155	11/13/2025	HVAC SERVICES FOR SOUTH G/	31,785.33	46,426.24
109336	3/11/2025	0013816	JO GO TOOLS LLC	06042446653	6/4/2024	PROVIDES AUTOMOTIVE SPECI/	484.88	
	Voucher:			01142553052	1/14/2025	PROVIDES AUTOMOTIVE SPECI/	184.67	
				01282553467	1/28/2025	PROVIDES AUTOMOTIVE SPECI/	367.13	1,036.68
109337	3/11/2025	0011585	JOHNSON CONTROLS FIRE	24380548	10/4/2024	FIRE SUPPRESSION SYSTEM S\	361.02	361.02
	Voucher:							
109338	3/11/2025	00003387	KNORR SYSTEMS, INC.	257930	1/2/2025	POOL SUPPLIES	1,456.45	1,456.45
	Voucher:							
109339	3/11/2025	0007294	KOA CORPORATION	JC21195-13	12/27/2024	ENGINEERING SERVICES FOR T	11,073.75	11,073.75
	Voucher:							
109340	3/11/2025	0006905	LA COUNTY SHERIFF'S DEP/	251722BL	1/17/2025	FOOD FOR THE JAIL INMATE ME	472.70	472.70
	Voucher:							
109341	3/11/2025	0012590	LA TRUCK & AUTO INC, NAP/	258985	1/15/2025	AUTOMOTIVE PARTS	45.46	
	Voucher:			310030	1/28/2025	AUTOMOTIVE PARTS	121.25	
				310168	1/30/2025	AUTOMOTIVE PARTS	231.16	397.87

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109342	3/11/2025	00001478	LAKESHORE	090644	1/14/2025	SUPPLIES FOR QUARTERLY TOT	88.10	
	Voucher:			092210	2/6/2025	SUPPLIES FOR QUARTERLY TOT	687.62	775.72
109343	3/11/2025	00003773	LINCOLN AQUATICS	29523241	1/31/2025	AQUATIC EQUIPMENT	727.73	727.73
	Voucher:							
109344	3/11/2025	00000488	LINDE GAS & EQUIPMENT IN	47560591	1/22/2025	SPECIALTY POOL PARTS	171.04	171.04
	Voucher:							
109345	3/11/2025	00004060	MCMASTER-CARR SUPPLY (	40106018	2/3/2025	SPECIAL HARDWARE. NO WORK	356.21	
	Voucher:			38495424		CREDIT - INV# 6984657-00	-321.72	
				38915287		CREDIT - INV# 6984657-00	-65.93	
				40657223	2/12/2025	SPECIAL HARDWARE. NO WORK	77.32	
				38063014	12/17/2024	SPECIAL HARDWARE. NO WORK	50.46	
				37330122	12/3/2024	SPECIAL HARDWARE. NO WORK	28.26	
				39979295	1/30/2025	SPECIAL HARDWARE. NO WORK	70.02	194.62
109346	3/11/2025	0014914	METLIFE ASSIGNMENT COM	ALPIZAR 2 OF 2	2/13/2025	PAYMENT 2 OF 2 OF SETTLEMEI	100,000.00	100,000.00
	Voucher:							
109347	3/11/2025	00003815	MICHELSON LABORATORIES	0712062	12/13/2024	TITLE 22 LAB ANALYSIS	1,173.35	
	Voucher:			0712063	12/13/2024	TITLE 22 LAB ANALYSIS	946.25	
				0713335	12/31/2024	TITLE 22 LAB ANALYSIS	946.25	
				0713334	12/31/2024	TITLE 22 LAB ANALYSIS	1,021.95	4,087.80
109348	3/11/2025	00000170	MISC - PKS & REC REFUND	80085507	1/26/2025	REFUND OF DEPOSIT	679.00	679.00
	Voucher:							
109349	3/11/2025	00000170	MISC - PKS & REC REFUND	80225326	12/2/2024	REFUND FOR XIMENA SANTANA	106.00	106.00
	Voucher:							
109350	3/11/2025	0011139	NORM REEVES FORD SUPE	133276	1/21/2025	PARTS & LABOR TO REPAIR ENC	7,662.16	
	Voucher:			136480	1/21/2025	VEHICLE REPAIRS AND PARTS	461.13	8,123.29

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109352	3/11/2025	00001414	OFFICE DEPOT	396245336001		CREDIT INV# 392317811001	-17.58	
	Voucher:			394995916001		CREDIT - INV# 390297079001	-41.55	
				392140824001		CREDIT- INV# 391348839001	-35.60	
				406558699001	1/16/2025	OFFICE SUPPLIES	58.21	
				394907931001		CREDIT - INV# 391359388001	-71.98	
				406562178001	1/16/2025	OFFICE SUPPLIES	35.27	
				408792619001	1/23/2025	OFFICE SUPPLIES	203.47	
				406164560001	1/16/2025	OFFICE SUPPLIES	16.48	
				406166806001	1/17/2025	OFFICE SUPPLIES	67.58	
				406426240001	1/10/2025	OFFICE SUPPLIES	25.35	
				406426244001	1/9/2025	OFFICE SUPPLIES	27.66	
				406426246001	1/13/2025	OFFICE SUPPLIES	25.45	
				406432488001	1/13/2025	OFFICE SUPPLIES	111.86	
				405979441001	1/8/2025	OFFICE SUPPLIES	103.00	
				403384658001	1/9/2025	OFFICE SUPPLIES	67.40	
				403417119001	1/9/2025	OFFICE SUPPLIES	157.59	
				403566042001	1/7/2025	OFFICE SUPPLIES	266.44	
				403581274001	1/7/2025	OFFICE SUPPLIES	1,577.31	
				403584788001	1/7/2025	OFFICE SUPPLIES	37.24	
				403597748001	1/7/2025	OFFICE SUPPLIES	154.88	
				403808154001	1/9/2025	OFFICE SUPPLIES	64.26	
				406323810001	1/17/2025	OFFICE SUPPLIES	33.71	
				400815557001	1/14/2025	OFFICE SUPPLIES	87.84	
				407635547001	1/15/2025	INVENTORY PO/ CUPS	508.31	
				405524914001	1/9/2025	OFFICE SUPPLIES	183.54	
				405532768002	1/15/2025	OFFICE SUPPLIES	28.22	
				405532770001	1/9/2025	OFFICE SUPPLIES	22.49	
				407630332001	1/16/2025	OFFICE SUPPLIES	411.40	
				406463306001	1/13/2025	OFFICE SUPPLIES	183.60	
				406469225001	1/13/2025	OFFICE SUPPLIES	118.13	
				408692876002	1/29/2025	OFFICE SUPPLIES	99.21	
				408693149001	1/23/2025	OFFICE SUPPLIES	25.07	
				407772163001	1/16/2025	OFFICE SUPPLIES	56.18	
				404173287001	1/7/2025	OFFICE SUPPLIES	65.68	
				406229849001	1/16/2025	OFFICE SUPPLIES	223.24	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			403748289001	1/9/2025	OFFICE SUPPLIES	126.09	
			407632268001	1/20/2025	OFFICE SUPPLIES	35.82	
			408637506001	1/23/2025	OFFICE SUPPLIES	150.74	
			405532772001	1/8/2025	OFFICE SUPPLIES	603.55	
			407431246001	1/15/2025	OFFICE SUPPLIES	154.31	
			408701423001	1/23/2025	OFFICE SUPPLIES	95.30	
			409088769001	1/27/2025	OFFICE SUPPLIES	60.79	
			409109641001	1/27/2025	OFFICE SUPPLIES	74.35	
			404077510001	1/7/2025	OFFICE SUPPLIES	262.03	
			404284605001	1/7/2025	OFFICE SUPPLIES	158.09	
			404286125001	1/7/2025	OFFICE SUPPLIES	22.56	
			404286125002	1/20/2025	OFFICE SUPPLIES	25.57	
			404286126001	1/7/2025	OFFICE SUPPLIES	94.58	
			404369787001	1/8/2025	OFFICE SUPPLIES	34.03	
			404369788001	1/7/2025	OFFICE SUPPLIES	57.50	
			404732924001	1/13/2025	OFFICE SUPPLIES	304.06	
			405301388001	1/13/2025	OFFICE SUPPLIES	414.89	
			405596447001	1/9/2025	OFFICE SUPPLIES	33.84	
			405597031001	1/10/2025	OFFICE SUPPLIES	41.00	
			405961169001	1/13/2025	OFFICE SUPPLIES	238.79	
			406073649001	1/9/2025	OFFICE SUPPLIES	74.65	
			403008852001		CREDIT - INV# 402012070001.	-598.68	
			405553563001		CREDIT - INV# 403516755001.	-57.96	
			406550334001	1/7/2025	OFFICE SUPPLIES	355.25	7,640.51

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109353	3/11/2025	0007984	O'REILLY AUTO PARTS	3063-204737	1/28/2025	AUTO PART FOR UNIT #186	530.30	
	Voucher:			3063-203759	1/21/2025	AUTO PART FOR UNIT #156	154.33	
				3063-201935	1/8/2025	AUTO PARTS	33.60	
				3063-203983	1/22/2025	AUTO PART FOR UNIT #293	26.89	
				3063-203981	1/22/2025	AUTO PART FOR UNIT #354	76.03	
				3063-204614	1/27/2025	AUTO PART FOR UNIT #288	75.66	
				3063-202708	1/14/2025	AUTO PARTS	320.67	
				3063-205045	1/30/2025	AUTO PARTS	200.66	
				3063-205556	2/3/2025	AUTO PART FOR UNIT #136	38.29	
				3063-205557	2/3/2025	AUTO PART FOR UNIT #136	28.65	
				3063-205561	2/3/2025	GARAGE SHOP SUPPLIES	13.21	
				3063-202584	1/13/2025	VEHICLE CLEANING SUPPLIES	92.54	
				3063-201626	1/6/2025	AUTO PARTS FOR UNIT #126	33.68	
				3063-202793	1/14/2025	AUTO PART FOR UNIT #731	206.16	
				3063-202717	1/14/2025	AUTO PARTS FOR GARAGE SHC	38.53	1,869.20
109354	3/11/2025	00004582	PARKHOUSE TIRE INC	1011015999	1/10/2025	AUTO PARTS FOR UNIT #288	257.50	257.50
	Voucher:							
109355	3/11/2025	00003358	PK: COX, LINDSAY	LCPAGEANT125	1/13/2025	MISS SOUTH GATE PAGEANT	500.00	
	Voucher:			LCPAGEANT225	2/13/2025	2025 - MISS SOUTH GATE PAGE/	1,200.00	1,700.00
109356	3/11/2025	0005405	POLLARDWATER.COM	0278424	1/2/2025	WATER RELATED TOOLS AND E(	944.25	944.25
	Voucher:							
109357	3/11/2025	00004055	PROFORCE LAW ENFORCEI	565788	1/14/2025	AMMUNITION AND EQUIPMENT	206.51	206.51
	Voucher:							
109358	3/11/2025	0006933	PSYCHOLOGICAL CONSULT	900251	12/19/2024	PSYCHOLOGICAL CONSULTING	924.00	924.00
	Voucher:							
109359	3/11/2025	0013627	RED WING BRANDS OF AME	20250210109693	2/10/2025	SAFETY FOOTWEAR PROVIDER	478.19	478.19
	Voucher:							
109360	3/11/2025	0012962	REGIONAL TAP SERVICE CE	6024268	12/31/2024	DEC 2024 - LOAD STORED VALU	710.40	710.40
	Voucher:							
109361	3/11/2025	0014917	REYES, TERESA	Ref000364530	2/12/2025	UB Refund Cst #00065310	159.69	159.69
	Voucher:							
109362	3/11/2025	0008369	SAFETY-KLEEN SYSTEM, IN(	96358356	1/16/2025	CLEANING SERVICE OF EQUIPM	1,531.68	
	Voucher:			96413966	1/17/2025	CLEANING SERVICE OF EQUIPM	520.09	2,051.77

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109363	3/11/2025	00000322	SAM'S CLUB	002182	2/3/2025	MISC SUPPLIES	146.61	
	Voucher:			008484	2/3/2025	MISC SUPPLIES	24.77	
				002376	1/23/2025	MISC SUPPLIES	228.79	
				000757	1/27/2025	MISC SUPPLIES	173.14	
				002160	2/5/2025	MISC SUPPLIES	132.12	
				002313	2/6/2025	PWYD- FOOD, SNACK'S, DRINKS	140.61	846.04
109364	3/11/2025	00004834	SECURITY SIGNAL DEVICES	S-01138389	12/16/2024	SECURITY SYSTEM MAINTENAN	2,304.24	2,304.24
	Voucher:							
109365	3/11/2025	0013614	SHOETERIA, INC.	0080263-IN	2/4/2025	SAFETY FOOTWEAR PROVIDER	243.09	243.09
	Voucher:							
109366	3/11/2025	00004908	STATUS ONE MEDICAL INC	69789	12/18/2024	FIRST AID SUPPLIES RESTOCK	213.22	213.22
	Voucher:							
109367	3/11/2025	0013585	STERICYLE, INC.	8008883239	10/31/2024	PAPER SHREDDING SVC 10-21-2	127.21	
	Voucher:			8009166305	11/30/2024	PAPER SHREDDING SVC 11-18-2	127.21	254.42
109368	3/11/2025	0014406	TEC OF CALIFORNIA INC	1484647L	1/14/2025	TRUCK PARTS AND SERVICE	136.48	136.48
	Voucher:							
109369	3/11/2025	0012518	THE HITT COMPANIES	OE-137166	1/15/2025	PRINTING AND STAMPS	27.56	
	Voucher:			OE-136341	12/11/2024	PRINTING AND STAMPS	27.56	55.12
109370	3/11/2025	0008109	THE ORIGINAL GOODIE'S UI	19376	12/4/2024	UNIFORM AND ACCESSORIES	437.42	
	Voucher:			20023	1/15/2025	UNIFORM AND ACCESSORIES	99.17	
				19125	11/20/2024	UNIFORM AND ACCESSORIES	328.77	
				19743	12/30/2024	BOOTS AND SOCKS FOR CHIEF	485.04	
				20007	1/14/2025	KEYSTONE GARRISON LASD HA	209.42	1,559.82
109371	3/11/2025	00003851	THOMSON REUTERS	851442397	2/5/2025	FEB 20025 - ONLINE / SOFTWAR	759.00	759.00
	Voucher:							
109372	3/11/2025	0013584	TRUE NORTH COMPLIANCE	25-01-022-01	2/6/2025	TRUE NORTH PLAN CHECK SVC	5,289.41	5,289.41
	Voucher:							
109373	3/11/2025	0006437	ULINE	187339025	12/31/2024	SUPPLIES FOR PROPERTY ROO	719.39	719.39
	Voucher:							
109374	3/11/2025	0013792	UNIFIRST CORPORATION	CSG0125	2/11/2025	PROCUREMNT OF CITY-ISSUED	267.18	267.18
	Voucher:							
109375	3/11/2025	00003928	US BANK TRUST N.A.	2811667-MARCH :	2/11/2025	MARCH 2025: 2019 SERIES A-T D	1,077,480.25	
	Voucher:			2811658-MARCH :	2/11/2025	MARCH 2025: 2019 SERIES A DE	186,399.64	1,263,879.89
109376	3/11/2025	00003928	US BANK TRUST N.A.	788757000-MAR 2	3/1/2025	MAR 2025 - COSG 2005 PENSION	167,589.41	167,589.41
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
109377	3/11/2025	0014729	VITAL RECORDS HOLDINGS	4733402	1/31/2025	JAN 2025 FILE STORAGE	429.83	429.83
	Voucher:							
109378	3/11/2025	00002634	VULCAN MATERIALS COMP/	2626817	1/27/2025	ASPHALT, BASE, EMULSION PRC	1,013.53	
	Voucher:			2597758	1/22/2025	ASPHALT, BASE, EMULSION PRC	131.40	
				2665110	1/31/2025	ASPHALT, BASE, EMULSION PRC	251.85	1,396.78
109379	3/11/2025	00002593	WAXIE'S SANITARY SUPPLY	137044-1	1/29/2025	JANITORIAL SUPPLIES	156.89	
	Voucher:			83000182	1/27/2025	JANITORIAL SUPPLIES	46.26	203.15
109380	3/11/2025	0010471	WEBSTER'S BEE'S REMOVA	3352	11/21/2024	9712 KAUFFMAN BEE REMOVAL	250.00	
	Voucher:			3353	11/21/2024	212713- BEE HIVE ON CITY MAN	250.00	
				3357	12/16/2024	212713- 2 BEEHIVES ON CITY TR	250.00	750.00
109381	3/11/2025	0010476	WECK LABORATORIES INC	W5A0715	1/13/2025	WATER QUALITY SAMPLING	315.00	315.00
	Voucher:							
109382	3/11/2025	00000062	ZIEGLER'S HARDWARE& SU	2394	12/18/2024	70517 UNCLOGG MAIN DRAIN S	45.15	
	Voucher:			2469	1/13/2025	COUPLING AND BRUSH	7.67	52.82

Sub total for BANK OF THE WEST: 2,062,799.30

95 checks in this report.

Grand Total All Checks: 2,062,799.30

Void Checks

Bank code: botw

Check #	Date
109333	3/11/2025
109351	3/11/2025

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2894	2/27/2025	00004836	SEIU LOCAL 721 CTW CLC-2	Ben364784	2/27/2025	SEIU DUES: PAYMENT	2,926.24	2,926.24
	Voucher:	2894						
2895	2/27/2025	00002370	INTERNAL REVENUE SERVI(	Ben364786	2/27/2025	MEDICARE: PAYMENT	163,048.69	163,048.69
	Voucher:	2895						
2897	2/27/2025	00001186	EMPLOYMENT DEVELOPME	Ben364790	2/27/2025	SDI: PAYMENT	59,942.98	59,942.98
	Voucher:	2897						
2898	2/27/2025	00000004	NATIONWIDE RETIREMENT :	Ben364792	2/27/2025	DEF COMP NATIONWIDE: PAYME	61,260.46	61,260.46
	Voucher:	2898						
2899	2/27/2025	00004996	SEIU-COPE LOCAL 721, LA/C	Ben364794	2/27/2025	SEIU- COPE LOCAL 721 DEDUCT	64.01	64.01
	Voucher:	2899						
2900	2/27/2025	00004988	CHILD SUPPORT ON-LINE, S	Ben364796	2/27/2025	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12
	Voucher:	2900						

Sub total for BANK OF THE WEST: 288,278.50

6 wire transfers in this report.

Grand Total All Wire Transfers: 288,278.50

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 3/11/2025

TOTAL PART I - PAYROLL-RELATED CHECKS		1,114.94
TOTAL PART II - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		2,062,799.30
TOTAL PART III - PAYROLL-RELATED WIRE TRANSFERS		288,278.50
	SUB - TOTAL	2,352,192.74
LESS: VOIDS		(654.01)
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(262,229.52)
	GRAND TOTAL	2,089,309.21

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number **109281** to Warrant Number **109382**inclusive, plus WireTransfers and EFTs totaling **$2,089,309.21** as listed on the accompanying Accounts Payable Warrant Register of **MARCH 11, 2025** are approved as presented, ith the exception of the following voided and replacement warrants:

Voided Check	Vendor	Check Date	Amount	Reason for Void or Replacement
104061	HONORIO ACOSTA	1/9/2024	$10.00	STALE DATED
104079	GUILLERMO CERDA	1/9/2024	$10.00	STALE DATED
104080	NOEMI CHAIDEZ	1/9/2024	$40.00	STALE DATED
104082	RICARDA CHICO-PINA	1/9/2024	$10.00	STALE DATED
104117	GONZALEZ, ANTONIO	1/9/2024	$10.00	STALE DATED
104118	PAZ GONZALEZ	1/9/2024	$65.87	STALE DATED
104123	NIGEL HUDSON	1/9/2024	$176.81	STALE DATED
104132	PATRICIA LOERA	1/9/2024	$175.05	STALE DATED
104137	J. R MC ELROY	1/9/2024	$10.00	STALE DATED
104202	JEAN WILLIAMSON	1/9/2024	$146.28	STALE DATED
109333	HOME DEPOT	3/11/2025	$0.00	A PORTION OF THE REMITTANCE DETAIL FOR THE VENDOR CARRIED OVER TO CHECK# 109334
109351	OFFICE DEPOT	3/11/2025	$0.00	A PORTION OF THE REMITTANCE DETAIL FOR THE VENDOR CARRIED OVER TO CHECK# 109352
	TOTAL OF VOIDED CHECKS		**$654.01**	
106275	SO CAL COMPTON PIPE SUPPLY CO	6/25/2054	$1,326.89	STALE DATED. ISSUED REPLACEMENT CHECK# 109281
107670	LEXIPOL LLC	10/22/2024	$5,452.07	LOST IN MAIL. ISSUED REPLACEMENT CHECK# 109284
109193	MOTOROLA SOLUTIONS, INC	2/25/2025	$3,000.00	DAMAGED IN PRINTER. ISSUED REPLACEMENT CHECK# 109285
	*** TOTAL OF REPLACEMENT CHECKS**		**$9,778.96**	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

INTERIM DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **MARCH 11, 2025** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.