SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, September 24, 2024 at 6:30 p.m.

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

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

City Officials

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

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

1. VIEW THE MEETING LIVE ONLINE AT: https://youtube.com/@SouthGateCA90280
Please allow up to 24 hours after the meeting for the archive to be available.
2. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at: yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.
3. ATTEND THE MEETING IN PERSON
***The disruption in service of any alternative method does not prelude the City Council or other legislative**
body from taking further action and moving forward on the agenda.

Meeting Schedule

The regular meetings of the City Council are held on the second and fourth Tuesday of each month,

closed session business will usually commence at 5:30 p.m., when scheduled, and general business session will commence at 6:30 p.m.

Brown Act

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

City's Vision Statement

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

Public Communications

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

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

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Gil Hurtado, Mayor

INVOCATION: Josue Villarreal, Iglesia de Cristo Eben-Ezer

PLEDGE OF ALLEGIANCE: Daysi N. Alonzo

ROLL CALL: Yodit Glaze, City Clerk

Meeting Compensation Disclosure

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

Public Hearings - NONE

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

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

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

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

Documents:

Item 1 Report 09242024.pdf

2. Amendment No. 4 to Contract No. 2020-19-CC with RSG, Inc., for continued general on-call services

The City Council will consider: (CD)

a. Approving **Amendment No. 4 to Contract No. 2020-19-CC** with RSG, Inc., ("Agreement") to continue providing as-needed services to the Community Development Department effective July 1, 2024, through June 30, 2025, with potential two one-year extensions in an amount not to exceed $200,000; and

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

Documents:

Item 2 Report 09242024.pdf

3. Amendment No. 4 to Contract No. 2022-25-CC with SA Associates for Design Services for the Water Main Replacement, Phase III Project

The City Council will consider: (PW)

a. Approving **Amendment No. 4 to Contract No. 2022-25-CC** with SA Associates ("Agreement") to prepared design and construction documents for the Watermain Replacement, Phase III, City Project No. 702-WTR for an amount not to exceed One Hundred Ninety Thousand Dollars ($190,000);

b. Authorizing the City Manager to approve and execute amendments up to a cumulative amount of $100,000; and

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

Documents:

Item 3 Report 09242024.pdf

4. Amendment No. 2 to Contract No. 2022-41-CC with Honeywell International, Inc. for the South Gate City Hall and Police Department HVAC System

The City Council will consider: (PW)

a. Approving **Amendment No. 2 to Contract No. 2022-41-CC** with Honeywell International Inc., ("Agreement") to purchase and/or replace major HVAC equipment for the systems serving the South Gate Police Department and South Gate City Hall, at a not to exceed cost of $192,359;

b. Authorizing the City Manager to approve amendments to Contract No. 2022-41-CC

with Honeywell International Inc., up to an additional cumulative amount of $500,000 in budgeted funds to purchase and/or replace major HVAC equipment for the systems serving the South Gate Police Department and City Hall, to be funded with General Funds budgeted in the FY 2024/25 Capital Improvement Program;

c. Authorizing the sole source purchase of a 30-ton chiller from the Carrier Corp., for the South Gate Police Department's HVAC system, because of their quality, durability, safety features, components, their fitness for a particular use, and their ability to satisfy the City's need for standardization of supplies, equipment or services; pursuant to South Gate Municipal Code section 1.54.510, at a cost not to exceed $85,776, (Exhibit B); and

d. Authorizing the Mayor to execute Amendment No. 2 to Contract No. 2022-41-CC in a form acceptable to the City Attorney.

Documents:

Item 4 Report 09242024.pdf

5. Amendment No. 2 to Contract No. 2022-85-AC with BDO USA, LLP., for continued general accounting services and financial assistance to City of South Gate Housing Authority

The City Council will consider: (CD)

a. Approving **Amendment No. 2 to Contract No. 2022-85-AC** with BDO USA, LLP., ("Agreement") to continue providing as needed accounting and financial services to the City of South Gate Housing Authority ("SGHA") effective July 1, 2024, through June 30, 2025, in an amount not to exceed $25,000; and

b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

Item 5 Report 09242024.pdf

6. Approve Southern California Edison 5-Year Access License Agreement across SCE Property located adjacent to the Hawkins Reservoir Facility

The City Council will consider: (PW)

a. Approving the Southern California Edison License **Agreement**, Contract No. 9.8335, which authorizes the City to use their property for Water Division operations and maintenance activities; and

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

Documents:

Item 6 Report 09242024.pdf

7. Agreement with Mr. C's Towing of South Gate, Inc., for vehicle towing and storage services

The City Council will consider: (PD)

a. Approving an **Agreement** with Mr. C's Towing of South Gate, Inc. ("Mr. C's"), for tow and storage services for a five-year term, with a City option for two, one-year extensions; and

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

Documents:

Item 7 Report 09242024.pdf

8. Notice of Completion for the Hawkins North and South Tank Rehabilitation Project

The City Council will consider: (PW)

a. Accepting completion of construction of the Hawkins North and South Tank Rehabilitation, City Project No. 645-WTR by Unified Field Services Corporation ("UFSC"), effective September 24, 2024; and

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

Documents:

Item 8 Report 09242024.pdf

9. Supplemental appropriations in the amount of $760,804 for FY 2023-24

The City Council will consider: (ADMIN SVCS)

a. Authorizing the total FY 2023-24 supplemental appropriations in the amount of $760,804 using various funds as outlined in this report and Attachment A in addition to any changes approved by the City Council.

b. Reallocating $596,896 in American Rescue Plan Act ("ARPA") Funds from FY 2024-

25 Police Department Salaries to FY 2023-24 ARPA programs for mental health services.

Documents:

Item 9 Report 09242024.pdf

10. Minutes

The City Council will consider: (CLERK)

a. Approving the Special and Regular Meeting minutes of August 13, 2024;

b. Approving the Special Meeting minutes of August 21, 2024; and

c. Approving the Special and Regular Meeting minutes of August 27, 2024.

Documents:

Item 10 Report 09242024.pdf

Reports, Recommendations And Requests

11. City Council Appointments to the various City Commissions, Committees and Boards

The City Council will consider: (CM)

a. Ratifying the nomination by Council Member Joshua Barron of Daysi N. Alonzo to the Citizens' Advisory Committee;

b. Ratifying the nomination by Council Member Joshua Barron of Andres Gonzalez to the Tweedy Mile Advisory Board; and

c. Ratifying the nomination by Mayor Gil Hurtado to reappoint Sylvia Masushige to the Tweedy Mile Advisory Board.

Documents:

Item 11 Report 0924204.pdf

12. Approve warrant register for September 24, 2024

The City Council will consider approving the Warrant Register for September 24, 2024. (ADMIN SVCS)

Total of Checks:	$4,115,734.66
Less: Voids	$ (358,126.00)
Less: Employee Payroll Deductions	$ (508,755.76)
Grand Total:	$3,248,852.90

Cancellations: 107168, 107308, 107329, 107331

Documents:

Item 12 Report 09242024.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on September 19, 2024, at 5:50 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.

Item No. 1

Office of the
South Gate City Clerk

SEP 19 2024

FILED 9:04am

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**
Originating Department: **Public Works**

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

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

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

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

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

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

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

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

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

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

1. NR Development Inc., was informed that Contract No. 2021-66-CC was terminated by the City Council effective February 13, 2023, except for maintenance activities. As of February 16, 2023, NR Development Inc., is no longer providing any project services or maintenance activities, with the exception of those required in the settlement agreement.

2. Approved a funding increase for TPL in the amount of $50,000. On January 24, 2023, the City Council approved a $250,000 budget for Amendment No. 6 to Contract No. 3352 with TPL; however, Amendment No. 6 had a budget requirement of $300,000. A budget increase of $50,000 was administratively approved to align the amount of the budget authority with the $300,000 budget requirement for Amendment No. 6, which provides funding for the technical services required to comply with requirements from the LEA.

3. The LEA has approved the Summary of Investigations Report, Workplan of Interim Control Measures ("WICM"), Supplemental WICM and Phase II Workplan. The WICM safety measures were completed May of 2023.

4. The City coordinated with the Trust for Public Land ("TPL") to procure a replacement contractor: LA Engineering to complete the construction of maintenance activities in the WICM approved by the LEA for the Urban Orchard Project. A construction contract in the amount of $2,919,248 was executed administratively under the authority granted by the subject resolution (Contract No. 2023-93-CC). Work was completed as of April 2024, including the following: backfill of overflow structure at the south wetland, north wetland slope stabilization, backfill of the reservoir, installation of three vaults adjacent to the Bandini Channel, construction of the easement road, electrical on-site lighting.

5. Methane gas monitoring was completed in December 2023 and low traces of methane were detected at one probe; however, the amount is below regulatory requirements.

6. The LEA approved the Report of Finding of the Phase II Work Plan, with contingencies. The Post Closure Land Use Plan ("PCLUP") has been prepared and submitted to the County.

7. A contract was awarded to Executive Management Security Inc., in the amount of $214,995 to continue the security services on the Urban Orchard Project until June 30, 2024. A contract amendment is being drafted.

8. NR Development, Inc. completed importing 9,300 cubic yards of clean soil and storing it on the UWS property.

9. A contract with W.A. Rasic in the amount of $141,985 for soil maintenance and management is in the process of being administratively approved, which was needed to oversee the import of 9,300 cubic yards of soil.

10. Amendment No. 7 to Contract No. 3352 with the Trust for Public Land was approved administratively in the amount of $522,072. The scope of service includes, (a) Program Management, (b) design services to revise the design plans to rebid construction, (c) construction support, (d) additional methane monitoring required by Los Angeles County Department of Public Health Solid Waste Division, (e) preparing the Post Closure Land Use Plan required by Los Angeles County Department of Public Health Solid Waste Division, and (f) extending the contract term to December 31, 2024.

11. Plans and specifications were completed, and the project was be advertised for construction in August 2024.

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

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

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

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

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

The Project has received the listed grants.

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

ATTACHMENT: Proposed Resolution

GD:lc

RESOLUTION NO. ____

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

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

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

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

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

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

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

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

WHEREAS, the City is working diligently to secure the PCLUP approval. The process is now nearly complete. The Workplan for interim measures has been approved and its construction is complete. A Summary of Site Investigation has been completed. The final report has been submitted to the County and received preliminary approval. Design and construction documents have been completed and were advertised for construction bids on August 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED and **ADOPTED** this **24th day** of **September 2024.**

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

Office of the
South Gate City Clerk

SEP 19 2024

FILED 2:30PM

Item No. 2

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**
Originating Department: **Community Development**

Department Director: _____ *City Manager:* _____

Meredith T. Elguira *Rob Houston*

SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 2020-19-CC WITH RSG, INC., TO CONTINUE PROVIDING GENERAL ON-CALL SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE: To approve Amendment No. 4 to Contract No. 2020-19-CC ("Amendment No. 4") with RSG, Inc., ("RSG") to continue providing general on-call services for an additional one year.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 4 to Contract No. 2020-19-CC with RSG, Inc., ("Agreement") to continue providing as-needed services to the Community Development Department effective July 1, 2024, through June 30, 2025, with potential two one-year extensions in an amount not to exceed $200,000; and
b. Authorizing the Mayor to execute Amendment No. 4 in a form acceptable to the City Attorney.

FISCAL IMPACT: The cost for proposed Amendment No. 4 cost is included in the Fiscal Year 2024/25 Municipal Budget. Funding for this contract comes from a number of special revenue funds and is based on a time and material basis applied to the specific project.

ANALYSIS: RSG provides a variety of services to the City of South Gate ("City") through the Planning Division, the Successor Agency, and the Housing Authority. These services include studies and professional guidance in areas where the City may not have the expertise to comply with complex housing issues. The proposed amendment would allow RSG to continue providing the expertise the City needs to keep projects moving forward to fruition, while the Department fills its vacant positions. For now, the City will continue to rely on RSG's expertise to assist in the following projects/programs:

1. Facilitate the development of the Surplus Land Act parcels
2. Prepare the Housing Authority2 Annual Report.
3. Monitor and provide required grant reporting on behalf of the Housing Authority
4. Update Economic Development Strategic Plan
5. Assists in updating codes and policies

6. Continue to administer and apply for grants.

BACKGROUND: The City's Housing Division, Housing Authority, and Successor Agency must work within a complex and ever-changing set of federal and state laws to retain compliance and to advance various affordable housing initiatives and policies for the benefit of our community. The City often utilizes consultants to provide these specialized services when they are needed only on an intermittent basis. The City has been utilizing RSG for many of its Housing related services and for grant writing. The proposed amendment to the City's current agreement with RSG would allow RSG to complete several important projects within the current fiscal year as well as extend the existing agreement to expire at the end of the next fiscal year on June 30, 2025. These tasks are included in the attached Scope of Work to Amendment No. 4, (See, Exhibit "A").

ATTACHMENTS:
A. Proposed Amendment No. 4 (including Scope of Work - Exhibit "A")
B. Amendment No. 3 to Contract No. 2020-19-CC*
C. Amendment No. 2 to Contract No. 2020-19-CC*
D. Amendment No. 1 to Contract No. 2020-19-CC*
E. Contract No. 2020-19-CC*

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

AMENDMENT NO. 4 TO CONTRACT NO. 2020-19-CC FOR ADDITIONAL GENERAL ON-CALL SERVICES FOR THE TIIE COMMUNITY DEVELOPMENT DEPARTMENT BETWEEN THE CITY OF SOUTH GATE AND RSG, INC.

This Amendment No. 4 to Contract No. 2020-19-CC for additional general on-call services for the Community Development Department ("Amendment No. 4 "), is made and entered into on September 24, 2024, by and between the City of South Gate, a municipal corporation ("City"), and RSG, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, on March 10, 2020, the City Council approved the Agreement with Consultant to provide general on-call services related to the development and management of housing policies and related grant programs, in an amount not to exceed One Hundred Seventy-Two Thousand One Hundred Fifteen Dollars ($172,115);

WHEREAS, on May 25, 2021, the City Council approved Amendment No. 1 to the Agreement for additional one-year term, through and including June 30, 2022, in the amount not to exceed Two Hundred Three Thousand Nine Hundred Fifteen Dollars ($203,915), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to Three Hundred Seventy-Six Thousand Thirty Dollars ($376,030);

WHEREAS, on July 26, 2022, the City and Consultant approved Amendment No. 2 to the Agreement for an additional one-year term through and including June 30, 2023, in the amount not to exceed Four Hundred Thirty-Five Thousand Six Hundred Fifteen Dollars ($435,615), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment Nos. 1 and 2 to Eight Hundred Eleven Thousand Six Hundred Forty-Five Dollars ($811,645);

WHEREAS, on August 8, 2023, the City Council approved Amendment No. 3 to the Agreement for an additional one-year term, through and including June 30, 2024, in the amount not to exceed Three Hundred Fifty-Two Thousand Dollars ($352,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment Nos. 1, 2 and 3 to One-Million One Hundred Sixty-Three Thousand and Six Hundred Forty-Five Dollars ($1,163,645);

WHEREAS, on September 24, 2024, the City Council approved Amendment No. 4 to the Agreement for an additional one-year term, through and including June 30, 2025, with potential two one-year extensions in the amount not to exceed $200,000 under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment Nos. 1, 2, 3 and 4 to One Million Three Hundred Sixty-Three Thousand and Six Hundred Forty-Five Dollars ($1,363,645);

WHEREAS, the Work Program is attached hereto as Exhibit "A" and incorporated herein by reference; and

3

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

a. COMPENSATION FOR SERVICES. The amount of compensation paid by City to the Consultant for the additional services as identified in Exhibit "A" shall not exceed $200,000, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment Nos. 1, 2, 3 and 4 to One Million Three Hundred Sixty-Three Thousand and Six Hundred Forty-Five Dollars ($1,363,645);

b. TERM OF AGREEMENT. This Amendment No. 4 is effective July 1, 2024, through and including June 30, 2025, with potential two one-year extensions or unless otherwise terminated as provided for under the terms of the Agreement.

2. EFFECT OF AMENDMENTS. Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. All the recitals to this Amendment No. 4 are incorporated into the Agreement as modified by Amendment No. 4.

[The remainder of this page left blank intentionally]

3. **EFFECTIVE DATE.** The effective date of this Agreement is July 1, 2024, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

RSG, INC.:

By: _____
Jim Simon, Principal

Dated: _____

RSG
BETTER COMMUNITIES.
BOLDER FUTURES.

May 10, 2024 Via Electronic Mail

Meredith Elguria, Community Development Director
CITY OF SOUTH GATE
8650 California Avenue
South Gate, CA 90280

PROPOSED 2024-25 WORK PROGRAM
COMMUNITY DEVELOPMENT, SUCCESSOR AGENCY, AND HOUSING AUTHORITY

Dear Ms. Elguria:

Per your request, RSG is pleased to present the attached scope of work to provide the following services to the City of South Gate:

- Affordable Housing Development, Transactional, and Policy Services
- Housing Authority and Housing Successor Services
- Real Estate Transaction and Economic Services
- Economic Development Advisory Services
- Successor Agency Services

Other than the required Housing Authority, Housing Successor Agency, and Successor Agency annual reporting activities, all work would be provided on an as needed basis at the request of City staff. These requests will be coordinated through our point of contact within the City to ensure clarity and proper tracking of all tasks.

RSG has been assisting the City for approximately 10 years in these capacities, commencing with assistance with the wind-down of the former South Gate Community Development Commission as part of the dissolution of redevelopment. Next year will entail activities to prepare for the conclusion of most, if not all, of the South Gate Successor Agency activities, while also seeing the expected approvals of affordable housing agreements on as many as four separate affordable housing projects. We also anticipate the City will continue to collect and strategically deploy grant funds on housing, transit-oriented development, and Brownfields projects as part of an overall economic development strategy adopted in June 2019. Finally, next year may include an update to the economic development strategy itself.

Please let me know if you have any questions or refinements to this proposal. We can commence work upon receipt of a contract.

Sincerely,
RSG, INC.

Jim Simon, Principal

WORK PROGRAM ANTICIPATED

9001-19 Long Beach Boulevard (proposed Habitat Project)

1. Prepare financial analysis needed for the eventual approval of any local funding for the development of the property, including preparation of a Section 33433 Summary Report, HUD Subsidy Layering Analysis, and general pro forma underwriting.
2. Providing a technical review of the draft affordable housing agreement or other documents prepared by legal counsel to ensure accuracy with negotiated deal terms.

3626 Tweedy Boulevard (parklet property)

1. Assist with Surplus Land Act compliance and the subsequent proper disposition of this housing asset as required by law.
2. Prepare Section 33433 Summary Report as required by law.
3. Assist staff properly deposit and deploy housing sale proceeds as required by law.

2703 Tweedy Boulevard (Amigos Market lease)

1. Assist with Surplus Land Act compliance and the subsequent proper disposition of this housing asset as required by law.
2. Assist staff properly deposit and deploy sale proceeds as required by law, unless the site is to be sold to an affordable housing developer under a partnership with the City, in which case the additional activities would be needed:
   a. Review and analysis of developer pro forma as part of a project feasibility and possible underwriting analysis.
   b. Providing technical review related to legal documents such as a purchase and sale agreement, affordable housing agreement, or other required documents.
   c. Preparation of financial analysis reports or studies that may be required for the above
3. Prepare Section 33433 Summary Report as required by law.

13050 Paramount Bl (former Rancho Market property)

1. Assist with Surplus Land Act compliance and the subsequent proper disposition of this housing asset as required by law.
2. Assist staff properly deposit and deploy housing sale proceeds as required by law, unless the site is to be sold to an affordable housing developer under a partnership with the City, in which case the additional activities would be needed:
   a. Review and analysis of developer pro forma as part of a project feasibility and possible underwriting analysis
   b. Providing technical review related to legal documents such as a purchase and sale agreement, affordable housing agreement, or other required documents.
   c. Preparation of financial analysis reports or studies that may be required for the above

2024-25 SCOPE OF WORK AND BUDGET ESTIMATE
SOUTH GATE SUCCESSOR AGENCY

WORK PROGRAM ANTICIPATED

Prior Period Adjustment (PPA) and Recognized Obligation Payment Schedule (ROPS)

1. Prepare PPA due October 1, 2024
2. Prepare ROPS 24-25 Amendment, if necessary, due October 1, 2024
3. Prepare ROPS 25-26 including Administrative Budget, Due February 1, 2025
4. Prepare for shut down of the Successor Agency in 2025, assuming property disposition activities are completed and successful.

7916 Long Beach Bl (former GDS Institute)

1. Assist with Surplus Land Act compliance and the subsequent proper disposition of this Successor Agency asset as required by law.
2. Assist staff properly deposit and deploy sale proceeds as required by law, as applicable.

El Paseo Parking Lot Property (portion of parking lot)

1. Assist with Surplus Land Act compliance and the subsequent proper disposition of this Successor Agency asset as required by law.
2. Likely assist the City seek grant funding (assuming ROPS funding is not available) to address remediation work that could be necessary to facilitate the sale of this property
3. Assist staff properly deposit and deploy sale proceeds as required by law, as applicable.

Other Services (which may be related to the above activities)

1. Preparation and/or oversight of schedules as directed by staff
2. Attend meetings and participate as requested by staff
3. Preparation of agenda bill drafts, resolutions, and presentations as directed by staff.

BUDGET

	Projected 2024-25
Successor Agency	$45,000
Total	**$ 45,000**
Estimated 2023-24 Budget (for Reference)	*$ 45,000*
Billed Through April 2024[1]	*16,005*

[1] In light of the project delays experienced during the 2023-24 fiscal year, our budget projections for 2024-25 have been carefully evaluated to ensure they accurately reflect current and anticipated project needs. We aim to maintain flexibility and efficiency, adapting our financial planning as necessary to meet the evolving priorities and schedules of the City.

2024-25 SCOPE OF WORK AND BUDGET ESTIMATE
CITY OF SOUTH GATE COMMUNITY DEVELOPMENT DEPARTMENT
(excluding Housing Authority, Housing Successor, and Successor Agency Services)

WORK PROGRAM ANTICIPATED

7916 Long Beach Bl (proposed Azure Community Development project)

1. Prepare financial analysis needed for the eventual approval of any local funding for the development of the property, including preparation of HUD Subsidy Layering Analysis and general pro forma underwriting.
2. Providing a technical review of the draft affordable housing agreement or other documents prepared by legal counsel to ensure accuracy with negotiated deal terms.

5821 Firestone Bl

1. Assist with Surplus Land Act compliance and the subsequent proper disposition of this City asset as required by law.
2. Coordinate with legal counsel to navigate the deed restriction currently in place.

4909 Mason St (former Public Works property)

3. Assist with Surplus Land Act compliance and the subsequent proper disposition of this City asset as required by law.
4. Review and analysis of developer pro forma as part of a project feasibility and possible underwriting analysis
5. Providing technical review related to legal documents such as a purchase and sale agreement, affordable housing agreement, or other required documents.
6. Preparation of financial analysis reports or studies that may be required for the above
7. Assist staff properly deposit and deploy sale proceeds as required by law, as applicable.

METRO TOD-SIP Grant

1. Note: Schedule was delayed for 2022-23 and 2023-24 due to delays in the Gateway District Specific Plan so only a limited amount of funding was used in those years
2. Upon receipt of comments from staff of draft public facilities financing plan, finalize document and await direction from staff regarding next steps.
3. Upon receipt of comments from staff of draft community benefits policy, finalize document and await direction from staff regarding next steps.
4. Upon completion of the Gateway District Specific Plan and direction from staff, proceed with the joint execution of a equitable development strategy for the Gateway District area as described in the Grant work plan.
5. Assist staff with administration of the grant program, including preparation of quarterly reports.

EPA Communitywide Brownfields Program

1. Assist staff with coordination with engineering and community engagement consultants.
2. Assist staff with administration of the grant program, as directed.

EPA Targeted Brownfields Program for 13050 Paramount Bl

1. Assist staff with coordination with EPA's engineering consultants.

2. Assist staff with administration of the grant program, as directed.

Permanent Local Housing Allocation (PLHA) Grant, as needed and requested by staff

1. Pending successful HCD certification of City's Housing Element, assist staff with identification of PLHA projects and preparation of grant fund draws.
2. Assist staff with administration of the grant program, as directed.

Update 2019 Economic Development Strategy (Optional)

1. Assemble economic, demographic, real estate, and other data to update existing conditions.
2. Review regional economic development priorities for context and alignment (to aid in possible streamlining or leveraging funding opportunities)
3. Meet with City Council members, local stakeholders (in the form of a task force), and staff to discuss past actions, needs and priorities.
4. Develop strategy like scope, format and structure as 2019 strategy.

Other Services (which may be related to the above activities)

1. As needed services, as directed by staff.
2. Preparation and/or oversight of schedules as directed by staff.
3. Attend meetings and participate as requested by staff.
4. Preparation of agenda bill drafts, resolutions, and presentations as directed by staff.

BUDGET

	Projected 2024-25 (without ED Strategy)	Projected 2024-25 (with ED Strategy)
METRO TOD-SIP Grant	$ 80,000	$ 80,000
PLHA Grant	5,000	5,000
City	30,000	80,000
Total	**$ 115,000**	**$ 165,000**
Estimated 2023-24 Budget (for Reference)	*$ 135,000*	*$ 185,000*
Billed Through April 2024[1]	*42,651*	*42,651*

[1] In light of the project delays experienced during the 2023-24 fiscal year, our budget projections for 2024-25 have been carefully evaluated to ensure they accurately reflect current and anticipated project needs. We aim to maintain flexibility and efficiency, adapting our financial planning as necessary to meet the evolving priorities and schedules of the City.

Item No. 3

Office of the
South Gate City Clerk

SEP 19 2024

FILED
9:04am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**
Originating Department: **Public Works**

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

SUBJECT: AMENDMENT NO. 4 TO CONTRACT NO. 2022-25-CC WITH SA ASSOCIATES FOR ENGINEERING DESIGN SERVICES FOR THE WATER MAIN REPLACEMENT, PHASE III, CITY PROJECT NO. 702-WTR

PURPOSE: SA Associates was awarded a Professional Service Agreement (Contract No. 2022-25-CC) to prepare design and construction documents for the Watermain Replacement, Phase I, City Project No. 689-WTR. Amendment No. 4 provides additional design services to prepare the design and construction documents for the next phase of work.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 4 to Contract No. 2022-25-CC with SA Associates ("Agreement") to prepared design and construction documents for the Watermain Replacement, Phase III, City Project No. 702-WTR for an amount not to exceed One Hundred Ninety Thousand Dollars ($190,000);
b. Authorizing the City Manager to approve and execute amendments up to a cumulative amount of $100,000; and
c. Authorizing the Mayor to execute the Professional Services Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 4 is in the amount of $190,000, and it will be funded with the Water Funds budgeted in Account No. 411-731-71-9523 (Water Fund – Water Main Replacement Phase III, City Project No. 702-WTR).

Project Budget	**Water Fund Phase I/II**	**Water Fund Phase III**
Design Phase	$232,000	
Amendment No. 1	$33,500	
Amendment No. 2	$8,000	
Amendment No. 3	$16,000	
Total Phase I/II Budget	**$289,500**	
Amendment No. 4		$190,000
Staff Time		$20,000
Total Phase III Project Budget		**$210,000**

ANALYSIS: SA Associates designed the recently completed Water Main Replacement Phase I and Phase II, Project under the Agreement. The original contract included approximately 3.2 miles of watermain replacements; however, the City did not have the budget to fully fund construction. There the project was broken up into three separate phases. Before it was separated into three phases, SA Associates had already performed utility surveys on all the watermains. Of the 3.2 miles, final design and construction documents have not been prepared for approximately 3,800 linear feet of pipeline, although the utility surveys have been completed. Under Amendment No. 4, SA Associates will be preparing final construction documents for the remaining 3,800 linear feet of pipelines, plus an additional 3,000 linear feet of pipelines replacements programmed to be completed this fiscal year under the Capital Improvement Project.

The total design cost to prepare design and construction documents separately for the 3,800 linear feet and 3,000 linear feet of pipeline replacements is $233,000. SA Associates has agreed to a reduced cost of $190,000 since there would be an economy of scale savings in completing the work.

BACKGROUND: The Water Main Replacement, Phase III Project is a part of the Water Master Plan Capital Improvement Program. The project includes replacing watermains on Sequoia Drive from State Street to Elizabeth Avenue, Elizabeth Avenue from Michigan Avenue to north of Martin Luther King Jr. Boulevard, Dolores Avenue from Century Boulevard to Seminole Avenue, State Street, from Tweedy Boulevard to Southern Avenue, Michigan Avenue from Elizabeth Avenue to San Antonio Avenue and Capistrano Avenue from Tweedy Boulevard, to Wisconsin Avenue. The Phase III project will replace approximately 7,800 linear feet of watermains.

On April 26, 2022, the City Council approved the Agreement with SA Associates to prepared design and construction documents for the Water Main Replacement Phase I, Project, in the amount of $232,000.

- On July 26, 2022, the City Council approved Amendment No. 1 to the Agreement. It was needed to break up the project into two separate projects, each with their own set of plans and specifications, in the amount of $33,500.
- On December 21, 2023, the City Manager approved Amendment No. 2 to the Agreement. It was required to revise the design documents for the Tweedy Boulevard pipeline to improve constructability, in the amount of $8,000.
- Amendment No. 2 also extended the contract term 12 months, from April 26, 2024 through April 26, 2025. On July 17, 2024, the City Manager approved Amendment No. 3 to the Agreement. It was needed to provide design services during construction to resolve unforeseen field conditions. This included redesign of the pipeline on State Street and cost to complete the As-Built drawings.

Amendment No. 4 provides services to complete the design and construction documents for the next phase of water pipeline replacements.

City staff is requesting that the City Manager be authorized by the City Council to approve an additional cumulative amount of $100,000 in budgeted funds for design services to SA Associates to perform design services, to be funded with Water Funds budgeted in the FY 2024/25 Capital

Improvement Program. The reason for the City Manager to be authorized for the additional amount is because this allows City staff to keep the project moving and not delay the project which will save money and time.

ATTACHMENTS:
A. Proposed Amendment No. 4 (including Exhibit A)
B. Amendment No. 3*
C. Amendment No. 2*
D. Amendment No. 1*
E. Contract 2022-25-CC*

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

DD:lc

AMENDMENT NO. 4 TO CONTRACT NO. 2022-25-CC BETWEEN THE CITY OF SOUTH GATE AND SA ASSOCIATES FOR ENGINERING DESIGN SERVICES FOR THE WATER MAIN REPLACEMENT PROJECT PHASE III, CITY PROJECT NO. 702-WTR

This Amendment No. 4 to Contract No. 2022-25-CC ("Amendment No. 4") for Engineering Design Services for the Water Main Replacement Project Phase III, City Project No. 702-WTR, is made and entered into on September 24, 2024, by and between the City of South Gate, a municipal corporation ("City"), and SA Associates, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on April 26, 2022, the City Council approved the Agreement for Engineering Design Services for the Water Main Replacement Project Phase I, City Project No. 689-WTR ("Project"), in an amount not to exceed Two Hundred Thirty-Two Thousand Dollars ($232,000); and

WHEREAS, on July 26, 2022, the City Council approved Amendment No. 1 to the Agreement in an amount not to exceed Thirty-Three Thousand Five Hundred Dollars ($33,500) to perform additional design services; and

WHEREAS, on December 21, 2023, the City Manager approved Amendment No. 2 to the Agreement in an amount not to exceed Eight Thousand Dollars ($8,000) to perform project management and additional design services; and

WHEREAS, on July 17, 2024, the City Manager approved Amendment No. 3 to the Agreement in an amount not to exceed Sixteen Thousand Dollars ($16,000) to additional design and construction services; and

WHEREAS, the City and Consultant desire to execute Amendment No. 4 in an amount not to exceed **One Hundred Ninety Thousand Dollars ($190,000)**, for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement including Amendment No. 1, No. 2 and No. 3 to **Four Hundred Seventy-Nine Thousand Five Hundred Dollars ($479,500)**.

NOW, THEREFORE, the parties hereby agree as follows:

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

2. **COMPENSATION.**
   The amount of compensation paid by City to Contractor for the work identified in Exhibit

"A" shall not exceed **One Hundred Ninety Thousand Dollars ($190,000),** bringing the total aggregate amount of the Agreement and Amendment Nos. 1, 2, 3 and 4 to **Four Hundred Seventy-Nine Thousand Five Hundred Dollars ($479,500).**

3. **TERM OF AGREEMENT.**
The term of the Agreement is effective as of April 26, 2022, and will remain in effect till December 20, 2025, or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

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

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

SA ASSOCIATES:

By: _____
Shahnawaz Ahmad, P.E., President

Date: _____

SA ASSOCIATES

June 26, 2024

Derwin Dy, P.E.
Principal Civil Engineer/Water Resources Manager
City of South Gate, Public Works
8650 California Avenue
South Gate, California 90280

Subject: Amendment No. 3: Proposal for Professional Engineering Services for the Water Main Replacement, Phase III

Dear Derwin:

In accordance with your Request for Professional Engineering Services for the Water Main Replacement, Phase III, SA Associates (SAA) is pleased to submit our additional scope of work and associated fees.

The water main replacement, Phase III, will serve to supplement improvements already completed or under construction at various locations within the City under Phase I, Project No. 689-WTR. PS&E bid documents for Phase I were prepared by SAA as follows:

- Cherokee Avenue, from State Street to Elizabeth Street, with its construction completed in 2023.
- Michigan Avenue/Wisconsin Avenue/Minnesota Avenue/Tweedy Boulevard, all from State Street to Elizabeth Street, and State Street /Elizabeth Street, both from Tweedy Boulevard to Michigan Avenue, are currently under construction.

It is our understanding that the City of South Gate (City) is seeking to engage a professional engineering consultant to provide design services for the Water Main Replacement Project, Phase III (Project). The City intends to improve the flow, pressure, reliability, and fire protection by replacing the existing water mains in various streets. Based on our review of the City's 2019 Water Master Plan, we understand that the City is seeking to replace existing cast iron pipe (CIP) water mains in street segments that have been identified as having deficiencies in pressure, reliability, velocity, and fire flow capacity. The project locations for the Phase III project call for improvements to abandon existing CIP water mains and to replace them with new ductile iron pipe (DIP). As depicted in **Figure 1** and **Table 1**. The existing water mains are either 4-inch, 6-inch, or 8-inch in diameter and were constructed in the 1950s. A total of approximately 1.5 miles (7,810 feet) of CIP water mains are to be replaced with a proposed 8-inch and 12-inch DIP main.

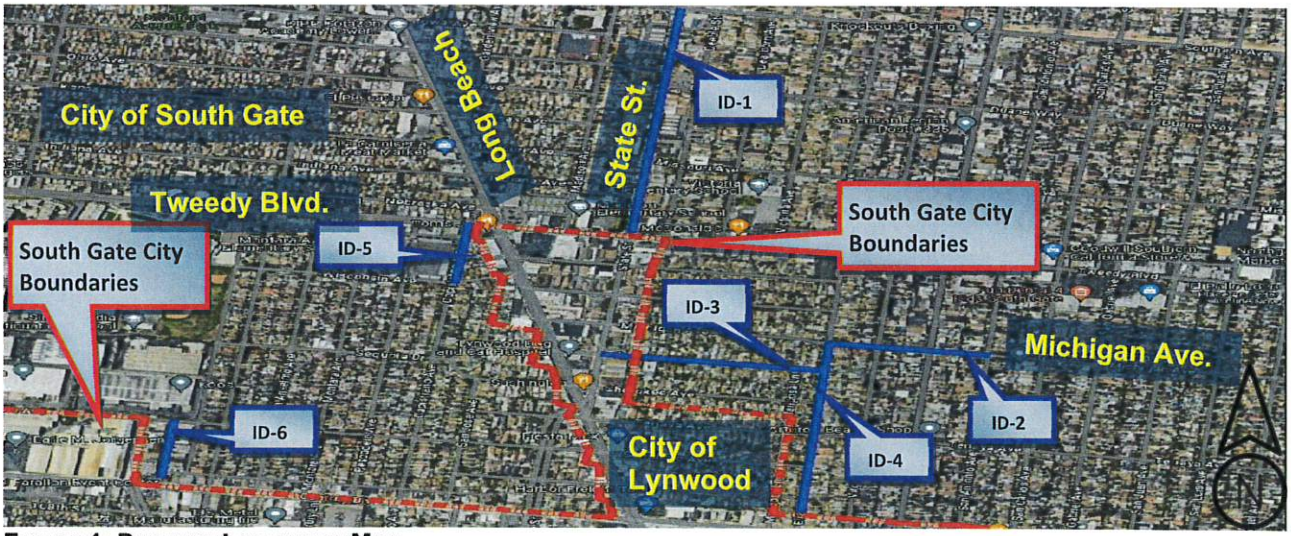


FIGURE 1: PROJECT LOCATIONS MAP

TABLE 1: SUMMARY OF THE PROJECT'S WATER MAINLINES AND THEIR LOCATION

ID	Street	Length (LF)
	Locations of Proposed Water Mains	
1	State St. From Tweedy Blvd. to Southern Ave.	2,435
2	Michigan Ave. From Elizabeth Ave. to San Antonio Ave.	935
3	Sequoia Dr. From State St. to Elizabeth Ave.	1,300
4	Elizabeth Ave. From Michigan Ave. to North of MLK Junior	1,830
5	Capistrano Ave. From Tweedy Bld. To Wisconsin Ave.	630
6	Dolores Ave. From Century Blvd. to Seminole Ave.	680
	Total Length of Water Main Improvements	**7,810**

**Proposed Diameter Size to be provided by the City. Hydraulics analysis is not included in the scope of work.*

All water main replacement segments are within the City of South Gate, except for the one in Sequoia Drive, which would require coordination with the City of Lynwood because its boundary extends to the east approximately 200 LF from State Street into Sequoia Drive. During the preliminary phase, we will contact the City of Lynwood and impacted utility companies to coordinate permitting requirements for encroachment. We will also closely coordinate with the City of South Gate until permits are granted.

The work at these locations includes tie-ins to the adjacent water mains, replacement of water service connections, fire hydrants, hydrant laterals, fire service, laterals, water meters, blow-offs, air release valves, and water valves wherever applicable, street repaving, and abandonment of existing cast iron mains.

PROJECT APPROACH

The SA Associates engineering team is committed to maximizing all of its resources to provide the most cost-effective design for the water main that satisfies the City's needs. This team has completed numerous water main designs with success for various cities and agencies throughout Southern California. This includes, as previously mentioned, the preparation of plans, specifications, and estimates for the City of South Gate, Water Main Replacement Project, Phase I, with an approximately length of 1,250 LF on Cherokee Ave, and approximately 6,150 LF on Tweedy Blvd., Elizabeth Ave., Michigan Ave., Wisconsin Ave., Minnesota Ave., and State St. In addition, we also recently completed plans, specifications, and estimates for Phase 1 for approximately 15,000 LF of water main (DIP and CMLC Steel pipes) replacements for the City of Ontario and have also recently completed PS&E for Phase II with an approximate length of 17,000 LF. Efforts to complete these projects also comprised extensive coordination with the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) for those instances where proposed main do not comply with horizontal and vertical separation requirements.

We will apply our experience and knowledge to this Project. The crucial part of this is identifying the appropriate alignment for the proposed water mains. The goal is to minimize conflicts with nearby utilities, expedite permits/coordination with agencies having jurisdiction, minimize vehicle disruptions and to the public, stay focused on the important design items, and ensure the most cost-effective design. If more than one cost effective alignments are feasible, SA Associates will bring it to the City's attention and will coordinate the best location for maintenance and other issues. For the purpose of expediting the utility coordination process, we have already conducted **preliminary utility research** using DigAlert and obtained contact information for the utility companies. **Table 2** provides a list of utility companies present within the project limits. We will perform additional research once we receive the Notice to Proceed.

SA ASSOCIATES

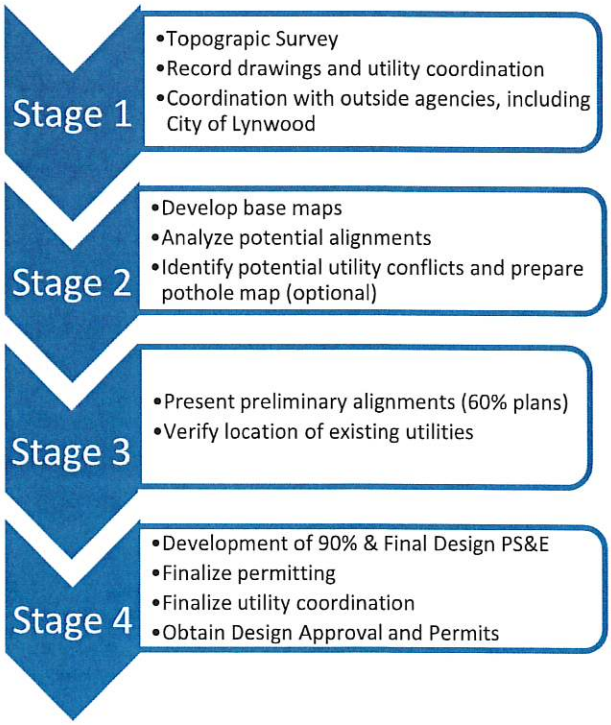
TABLE 2: SA ASSOCIATES UTILITY RESEARCH – COMPANIES WITHIN PROJECT LOCATIONS

Agency	Name	Number	Email
AT&T Communications	Utility Coordinator	888-290-3111	pb1419@att.com
City of Huntington Park	Cesar Roldan	323-584-6320	croldan@hpca.gov
City of Lynwood	Mir T. Fattahi	310-603-0220	mfattahi@lynwoodca.gov
LA County Public Works – Road Department	Jeffrey Magallanes	626-458-1709	jmagalla@dpw.lacounty.gov
LA County Sanitation Districts	Erika Ballesteros	562-908-4288	engineeringcounter@lacsd.org
LA Department of Water and Power	Utility Coordinator	213-367-2659	N/A
MCI – Verizon Business	Tyler Van Wyk	800-289-3427	investigations@verizon.com
Metropolitan Water District	Daniel Diaz	213-217-7663	engineeringsubstructures@mwdh2o.com
NextGlaven – Crown Castle	Nick Belinsky	800-654-3110	fiber.dig@crowncastle.com
Plains All American Pipeline	Enden Nelson	307-253-8522	enden.nelson@plains.com
Southern California Edison – Distribution	Gilbert Aceves Vincent Ponticello	909-548-7249 323-724-0081	maprequests@sce.com
Southern California Gas Company - Distribution	Jason Sum	310-687-2011	scg-comptonutilityrequest@semprautilities.com
Southern California Gas Company – Transmission	Eric Casares	818-701-4546	socalgastransmissionutilityrequest@semprautilities.com
Spectrum Communications	Josue Carrillo	818-922-6839	dl-socal-charter-engineering@charter.com

SA Associates' overall approach for your project is to provide hands-on engineering in order to create robust contract documents and reduce the risk of change orders. This project has multiple features that will require proper construction sequencing to avoid delays in construction. With regard to streamlining the design phase of the Project, the key technical approach to be used by the design team is on the following page.

1. Expedite coordination among all affected parties including utility information requests
2. Evaluate design alternatives immediately and present them to the City
3. Sequence project tasks to occur simultaneously where possible (i.e., evaluate alternatives for service connections during the field survey and digital topo preparation)
4. Coordinate thoroughly throughout the entire project
5. Sequence meetings to occur at favorable days/times (i.e., meetings with City staff and other meetings with impacted agencies/personnel may occur simultaneously or subsequently)

For this Project, we will tackle the main driving factors first which is the topographic survey and utility research to develop base maps and determine preliminary alignments. We want to ensure that our design satisfies the City's needs and requirements. Furthermore, upon approval of the preliminary alignments, we will proceed to identify any potential conflicts with existing utilities after pothole verification. We also want to identify these areas quickly to engage in coordination with outside utilities to work out a



solution. Taking these steps as early as we can is crucial to ensure that the design plans are completed on time and as scheduled.

SCOPE OF WORK

We will execute each of these tasks through our proposed Scope of Work that includes the following:

TASK A – NON-OPTIONAL WORK

1. **Project Management:** The success of this project depends on clear communications among the affected parties. We will develop a communication plan upon Notice to Proceed that best fits the City's needs and that keeps affected personnel connected to the work.

   Conduct a Kick-off Meeting with City staff in order to introduce key staff members, learn the organization structure of the City's project team, present and review the work plan including proposed scope of work, schedule, and project constraints, and discuss the project objectives. A meeting agenda will be prepared for the Kick-off Meeting and Meeting Minutes will be submitted to the City within five (5) working days. A memorandum will be prepared. **We will also be available for virtual meetings if that is preferred by the City.**

   Meet with City staff to review the design submittals and to obtain additional input. A total of three (3) progress/review meetings (60%, 90%, and Final Design) will be scheduled with City staff. We will coordinate and meet with utility companies as necessary. A meeting agenda will be prepared for each meeting and Meeting Minutes will be submitted to the City within five (5) working days. We will suggest additional meetings as necessary to keep everyone abreast of the project status to resolve questions or issues relative to the construction of the Project in a timely and cost-effective manner.

   Work under this task will also include preparing a work plan, submitting updated monthly project schedules, and preparing monthly invoices.

2. **Preliminary Design (60% Submittal):** Conduct utility research and coordinate with utility companies to obtain as-built records and/or atlas maps in order to identify all utilities within the project limits. All utility information will be clearly delineated on the project base map and documentation will be sent to each utility company requesting verification of location, size, and depth of facilities within the project limits. A Utility Notification Log will be kept to track utility company responses. Notifications will be set at 60%, 90%, and Final Design to ensure that the utilities are shown correctly on plans and that the proposed design does not impact their facilities. The information will identify "High Risk" utilities in the event the utility may cause potential issues. Such issues will be addressed to the utility company and the City for possible relocation. Preliminary design will address possible permit requirements and indicate recommended potholing at utility crossings.

   In addition, the preliminary design will verify pipe size and preferred pipe materials. We will make evaluations whether the street can be concrete paved along the trench lines or grind and cap the existing concrete surface and pave with asphalt pavement to cover trench lines.

   - ***Deliverables:*** For the 60% submittal, we will submit four (4) sets of preliminary plans to the City for review. An Engineer's Estimate will also be submitted.

3. **Surveying:** Conduct a topographic survey to obtain necessary design topography for open trench water main replacement. All surface features within the right of way shall be located by the survey, including all utilities, valve covers, water meters, manholes, vaults, pull boxes, hydrants, catch basins, etc., as well as, depicting rights-of-way, edge of pavement, sidewalk, landscape, curb, gutter, cross gutters, any easement, utilities, monuments, stripe, and other items pertinent to a well-defined survey. The survey will also include elevations for flow line of existing sewers and storm drains in the project limits. The survey shall also provide baselines, bench marks, and all other basic survey control information. The basis of the vertical control shall be the most recent City benchmark elevations. All field topography shall be collected electronically using modern survey equipment for data processing and preparation of a digital AutoCAD file.

It is important to note survey for Sequoia Drive, Elizabeth Avenue, and Dolores Avenue, IDs 3, 4, and 6 respectively, as per **Table 1**, has been completed during Phase I. For Phase III, topographic survey will be conducted only for State Street, Michigan Avenue, and Capistrano Avenue, IDs 1, 2, and 5 respectively.

4. **Final Design:** Plan preparation will include plan and profiles views at 1" = 40' horizontal scale and 1" = 4' vertical scale. Details will be at 1" = 8' or larger. Plans will be submitted on full-size (24x36) regular bond, edge-bound paper. Plans will reflect design details pertaining to all utility relocations if necessary. Atlas boundaries will be added to the plans. Plan preparation will also be in accordance with the City's plan checking list. The table to the right shows the estimated sheet count for this Project.

Sheet Title	No. of Sheets
Title Sheet	1
Location/Vicinity Map & General Notes	1
Abbreviations, Legend, & Const. Notes	1
Plans & Profiles	13
Details	2
Total Sheets	**18**

   - ***Deliverables:*** Full plan design submittals will include 90%, and Final Design stages for review and comment. Submittals will be in PDF format. Four (4) hard copies will also be provided at 60% and 90%. Two (2) hard copies will also be provided at Final Design. Mylars with wet signatures along and CAD files with the respective reference files will also be provided upon approval of the Final Design.

     Notes: Traffic control plans for the construction phase are not included in the Scope of Work and will be under the responsibility of the Contractor.

     ***Cherokee Avenue has a pavement moratorium. Pavement overlay plan for the intersection of Elizabeth Avenue and Cherokee Avenue is not included in the Scope of Work.*

   Prepare and submit specifications including front-end documents, special and technical provisions, in accordance with the City's Standard CSI Specifications. We will coordinate with City Staff to obtain the most current Specifications Template for use/reference. We will ensure that specifications clearly convey technical information for quality acceptance, performance characteristics, and permissible construction methods in line with the City's expectations, latest engineering practices, and local, state, federal regulations.
   Development of the Engineer's Quantity and Cost Estimates based on the Project design.

   - ***Deliverables:*** Engineer's Quantity and Cost Estimates will be submitted at 90%, and Final Design stages. Submittals will be in PDF and Microsoft Excel format. Hard copies will also be provided upon request. Specifications will be submitted at 90%, and Final Design stage. Submittals will be in PDF and Microsoft Word format. Two (2) hard copies will also be provided.

   Due to the location and impact of this Project, there will be some permit coordination with the City Departments, fire department, and utility companies. There will also be coordination with the City of Lynwood along Sequoia Drive, from its intersection with State Street to approximately 200 LF east into Sequoia Drive. During the course of the design, we are prepared to coordinate with outside agencies and property owners as necessary to assist the City in preparation of permits.

5. **Pre-Construction Services:** We will attend both the pre-bid conference and pre-construction meeting and assist the City with answering any questions asked by the contractors. Meeting minutes will be prepared including answers and clarifications requested during the meetings.

   We will provide review of bids and provide recommendations for award of construction contract.

6. **Construction Support Services:** Attend the pre-construction meeting and job walk. Furthermore, we will also budget **three (3) progress meetings** during construction.

   Assist the City in providing clarification to contract documents and responses to Requests for Information/Requests for Clarification (RFIs/RFCs). Per the RFP, we will **assume seven (7) RFIs/RFCs**. Responses to RFIs/RFCs will be done within two (2) working days upon receipt.

   Review Contractor's shop drawings and submittals. **Assume fifteen (15) shop drawings, submittals, and**

resubmittals.

7. **Record Drawings:** Prepare record drawings from Contractor's red-lined plans to reflect as-built conditions of the project.

TASK B – OPTIONAL WORK

8. **Potholing (Optional):** We will conduct potholing as necessary to verify/determine utility locations and depths, as well as pavement thickness. For this project, **thirty (30) potholes will be assumed**. Any potholing performed shall include hot patch repair. We will develop a pothole plan depicting the proposed potholing locations for City approval. A detailed pothole report will be developed.

   - ***Deliverables:*** Submit a copy of the potholing investigation report to the City.

   ***Geotechnical investigation is not included in the Scope of Work.*

9. **Extra Services:** Service fee for extra work will be based on 10% of the fees included in all non-optional tasks previously described in Task A.

PROJECT SCHEDULE

We are ready to hit the ground running and begin design as soon as the Notice to Proceed is issued. The Project kick-off meeting date has been assumed as of July 16th, 2024. If the Notice to Proceed is issued at a different date, we will update our schedule accordingly. We have included our project schedule in MS Project format is enclosed.

COST PROPOSAL

Our Fee Estimate and Hourly Charge Rate and Expense Reimbursement Schedule is on the following page.

Should you have any questions or require any further information, please do not hesitate to contact Jorge Lovo at jlovo@saassociates.net, or at (323) 770-3818.

Very truly yours,

Jorge Lovo
Project Manager

SA ASSOCIATES

CITY OF SOUTH GATE

AMENDMENT NO. 3
ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR
WATER MAIN REPLACEMENT, CITY PROJECT NO. 689-WTR, PHASE III

Description	Project Manager		Design Engineer		Staff Engineer (QA/QC)		Technician (CAD)		Technician (Survey)		Administrative/ Clerical		Direct Costs		Total	
	Hrly Rate:	$225	Hrly Rate:	$185	Hrly Rate:	$265	Hrly Rate:	$118	Hrly Rate:	$275	Hrly Rate:	$108				
	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount	Wk-Hrs	Amount
TASK A - NON-OPTIONAL WORK																
1: PROJECT MANAGEMENT	14	$3,150	15	$2,775	13	$3,445	9	$1,062	0	$0	10	$1,080	---	$488	61	$12,000
2: PRELIMINARY DESIGN (60% SUBMITTAL)	10	$2,250	23	$4,255	9	$2,385	35	$4,130	0	$0	7	$756	---	$224	84	$14,000
3: SURVEYING	1	$225	4	$740	2	$530	4	$472	80	$22,000	3	$324	---	$709	94	$25,000
4: FINAL DESIGN	23	$5,175	64	$11,840	28	$7,420	68	$8,024	0	$0	11	$1,188	---	$1,353	194	$35,000
5: PRE-CONSTRUCTION SERVICES	8	$1,800	10	$1,850	2	$530	0	$0	0	$0	4	$432	---	$388	24	$5,000
6: CONSTRUCTION SUPPORT SERVICES	23	$5,175	63	$11,655	19	$5,035	42	$4,956	0	$0	11	$1,188	---	$991	158	$29,000
TASK B - OPTIONAL WORK																
7: POTHOLING (30)	1	$225	6	$1,110	2	$530	4	$472	0	$0	0	$0	---	$563	13	$59,000
8: EXTRA SERVICES	6	$1,350	16	$2,960	6	$1,590	18	$2,124	8	$2,200	$4	$432	---	$344	58	$11,000
Total for Non-Optional Work (Tasks 1 through 6)	79	$17,775	179	$33,115	73	$19,345	158	$18,644	80	$22,000	46	$4,968	---	$4,153	615	$120,000
Total for Optional Work (Tasks 7 & 8)	7	$1,575	22	$4,070	8	$2,120	22	$2,596	8	$2,200	4	$432	---	$907	71	$70,000
GRAND TOTAL (All Tasks)	86	$19,350	201	$37,185	81	$21,465	180	$21,240	88	$24,200	50	$ 5,400	N/A	$ 5,060	686	$190,000

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	$225.00
Civil Engineer	$185.00
CAD Designer	$118.00
Quality Assurance/Quality Control	$265.00
Surveyor (Two-Person Crew)	$275.00
Secretary	$108.00

Reimbursable In-House Costs

Photo Copies	$ 0.15/each
Blueprints	$ 0.50/S.F
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	$ 0.67/mile

Other Reimbursables

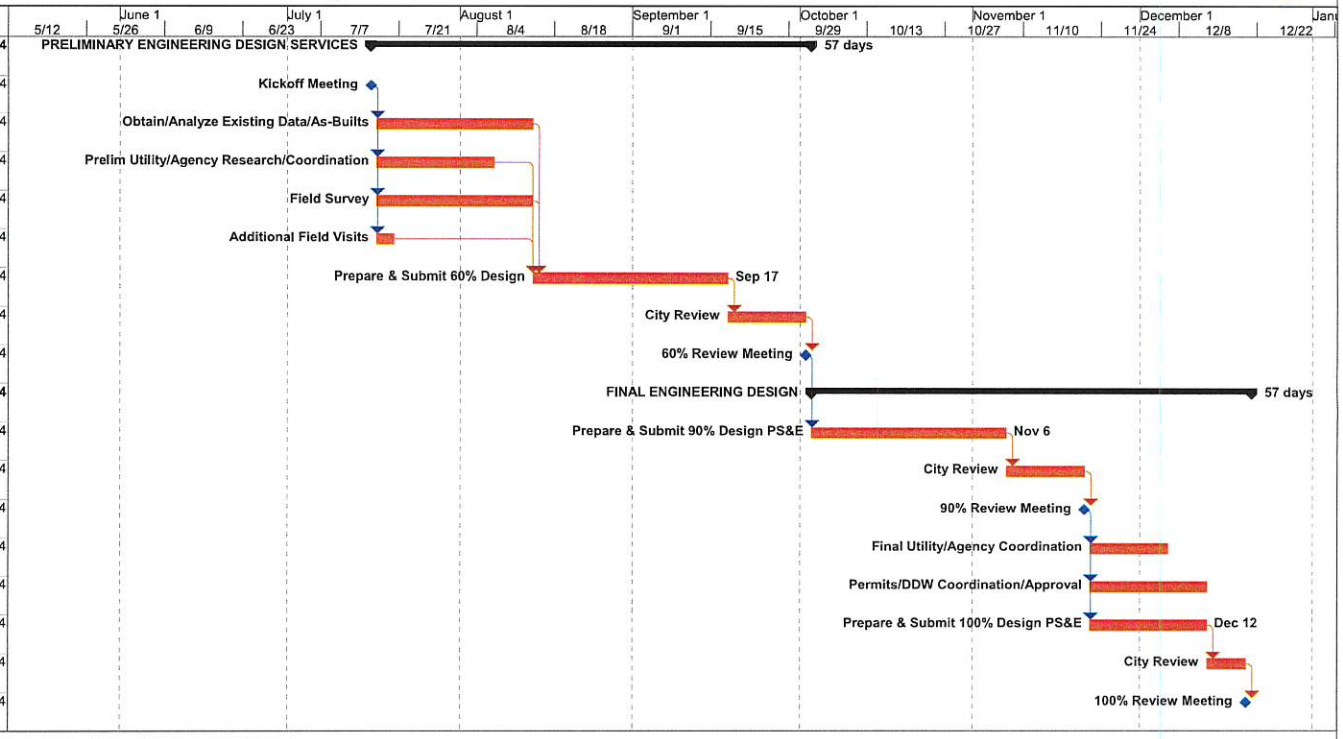
Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates listed above are effective to December 31, 2024

SA ASSOCIATES

City of South Gate
Engineering Design Services for Water Main Replacement
No. 689-WTR, Phase III
Design Schedule

ID	Task Name	Duration	Start	Finish
1	**PRELIMINARY ENGINEERING DESIGN SERVIC**	**57 days**	**Tue 7/16/24**	**Wed 10/2/24**
2	Kickoff Meeting	1 day	Tue 7/16/24	Tue 7/16/24
3	Obtain/Analyze Existing Data/As-Builts	4 wks	Wed 7/17/24	Tue 8/13/24
4	Prelim Utility/Agency Research/Coordination	3 wks	Wed 7/17/24	Tue 8/6/24
5	Field Survey	4 wks	Wed 7/17/24	Tue 8/13/24
6	Additional Field Visits	3 days	Wed 7/17/24	Fri 7/19/24
7	Prepare & Submit 60% Design	5 wks	Wed 8/14/24	Tue 9/17/24
8	City Review	2 wks	Wed 9/18/24	Tue 10/1/24
9	60% Review Meeting	1 day	Wed 10/2/24	Wed 10/2/24
10	**FINAL ENGINEERING DESIGN**	**57 days**	**Thu 10/3/24**	**Fri 12/20/24**
11	Prepare & Submit 90% Design PS&E	5 wks	Thu 10/3/24	Wed 11/6/24
12	City Review	2 wks	Thu 11/7/24	Wed 11/20/24
13	90% Review Meeting	1 day	Thu 11/21/24	Thu 11/21/24
14	Final Utility/Agency Coordination	2 wks	Fri 11/22/24	Thu 12/5/24
15	Permits/DDW Coordination/Approval	3 wks	Fri 11/22/24	Thu 12/12/24
16	Prepare & Submit 100% Design PS&E	3 wks	Fri 11/22/24	Thu 12/12/24
17	City Review	1 wk	Fri 12/13/24	Thu 12/19/24
18	100% Review Meeting	1 day	Fri 12/20/24	Fri 12/20/24



COSG- CCO 3- SCHEDULE - WMR Phase III.mpp Fri 6/21/24

2/2

Note: The above schedule is flexible and may be expedited if requested by the City of South Gate.

13

Item No. 4

Office of the
South Gate City Clerk

SEP 19 2024

FILED 9:04 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**
Originating Department: **Public Works**

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

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2022-41-CC WITH HONEYWELL INTERNATIONAL INC., FOR THE SOUTH GATE CITY HALL AND POLICE DEPARTMENT HVAC SYSTEM

PURPOSE: To approve Amendment No. 2 to Contract No. 2022-41-CC ("Amendment No. 2") with Honeywell International Inc., ("Honeywell") to purchase and replace HVAC equipment serving the South Gate City Hall and the South Gate Police Station. To approve a sole-source purchase of a 30-ton chiller with Carrier Corp. for the South Gate Police Station.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 2 to Contract No. 2022-41-CC with Honeywell International Inc., ("Agreement") to purchase and/or replace major HVAC equipment for the systems serving the South Gate Police Department and South Gate City Hall, at a not to exceed cost of $192,359;
b. Authorizing the City Manager to approve amendments to Contract No. 2022-41-CC with Honeywell International Inc., up to an additional cumulative amount of $500,000 in budgeted funds to purchase and/or replace major HVAC equipment for the systems serving the South Gate Police Department and City Hall, to be funded with General Funds budgeted in the FY 2024/25 Capital Improvement Program;
c. Authorizing the sole source purchase of a 30-ton chiller from the Carrier Corp., for the South Gate Police Department's HVAC system, because of their quality, durability, safety features, components, their fitness for a particular use, and their ability to satisfy the City's need for standardization of supplies, equipment or services; pursuant to South Gate Municipal Code section 1.54.510, at a cost not to exceed $85,776, (Exhibit B); and
d. Authorizing the Mayor to execute Amendment No. 2 to Contract No. 2022-41-CC in a form acceptable to the City Attorney.

FISCAL IMPACT: The City Council budgeted $5 Million in General Funds in the FY 2024/25 Operating Budget and Capital Improvement Program to complete major HVAC maintenance repairs at the South Gate City Hall ("City Hall") and South Gate Police Department ("SGPD"). This will fund Amendment No. 2 to the Agreement in the amount of $192,359; the cost of the 30-ton chiller to be purchased from the Carrier Corp. in the amount of $85,776; and, any amendments approved by the City Manager up to an additional cumulative amount of $500,000, not including the Agreement and Amendment Nos. 1 and 2.

ANALYSIS: The City Hall and the SGPD Station are equipped with HVAC systems that are currently being maintained by Honeywell. The current contract stipulates that Honeywell is required to purchase and replace equipment for HVAC system for City facilities as a part of their contract; however, that excludes major equipment. More specifically, there is a need to replace the Cooling Tower for the City Hall, refurbish the existing Air Handler Unit for City Hall, and to replace a 5-Ton Package Unit and 30-ton chiller for the SGPD. The purchase and installation of these units is not a part of the original contract.

Amendment No. 2 to the Agreement provides the funding to purchase equipment and complete the work. It also provides Electrical Power Monitoring services to determine if there is sufficient power to accommodate for the new equipment. Staff recommends approval of Amendment No. 2 to complete this work.

BACKGROUND: The existing HVAC System at the SGPD and the City Hall needs major upgrades. The chiller system and the cooling tower fail regularly and near the end of their service life and they shut down regularly within the hot summer months when demand is high. They provide inadequate cooling when the outside air temperature exceeds 85 degrees Fahrenheit. Further, the HVAC system does not provide adequate cooling to maintain comfortable temperatures in the SGPD offices.

Due to these issues, it is estimated the City will spend over $175,000 this summer season in rental equipment to keep temperatures at levels that provide adequate working conditions. Staff recommends approval of Amendment No. 2 to complete this work to eliminates these expenditures next summer season.

On July 1, 2022, the City Council approved the Agreement with Honeywell in the amount of $499,331 to provide routine HVAC repair/maintenance services for the City facilities. Amendment No. 1 in the amount of $106,000 to the Agreement provides for as needed services for the replacement of existing chiller at South Gate Sports Center, for a revised contract amount of $605,331. Services include removing rooftop chiller, and installing the pre-purchased chiller, piping, and electrical wiring as well as system integration, startup, and testing.

Honeywell has been the City's HVAC system maintenance contractor for the last twenty-eight years. It has met contract requirements satisfactorily. Honeywell is well resourced having over $14 Million in contracts throughout California. Its Field Operations units are equipped with mobile maintenance vehicles that are stationed near the City to ensure immediate response for any service calls. It has been responsive with timely repairs particularly when an HVAC fails to operate. Honeywell have offered acceptable customer service and skilled technicians who are able to resolve every issue that occurs.

City staff is requesting that the City Manager be authorized by the City Council to approve an additional cumulative amount of $500,000 in budgeted funds to purchase and/or replace major HVAC equipment for the systems serving the South Gate Police Department and City Hall, to be funded with General Funds budgeted in the FY 2024/25 Capital Improvement Program. The reason for the City Manager to be authorized for the additional amount is because this allows City staff to make as needed direct purchases from the manufacturer which will save money and the more time efficient.

ATTACHMENTS: A. Proposed Amendment No. 2 (including Exhibits A and B)
B. Amendment No. 1*
C. Contract No. 2022-41-CC*

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

ES:lc

AMENDMENT NO. 2 TO CONTRACT NO. 2022-41-AC FOR HVAC MAINTENANCE, SERVICES WITH HONEYWELL INTERNATIONAL INC.

This Amendment No. 2 to Contract No. 2022-41-AC for Maintenance Services ("Amendment No. 2"), is made and entered into on September 25, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Honeywell International Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on July 1, 2022, the City Council approved the Agreement for a period commencing on July 1, 2022, and terminates on June 30, 2025, in the amount of **Four Hundred Ninety-Nine Thousand Three Hundred Thirty-One Dollars ($499,331);**

WHEREAS, on June 25, 2024, the City Council approved Amendment No. 1 to the Agreement, in the amount of **One Hundred Six Thousand Dollars ($106,000)**;

WHEREAS, the City and Contractor/Consultant desire to execute Amendment No. 2 in an amount not to exceed **One Hundred Ninety Two Thousand Three Hundred Fifty Nine Dollars and Fourteen Cents ($192,359.14),** for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a total sum of **Seven Hundred Ninety Seven Thousand Six Hundred Ninety Dollars and Fourteen Cents ($797,690.14).**

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF WORK.

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

2. COMPENSATION.

The amount of compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed **One Hundred Ninety-Two Thousand Three Hundred Fifty Nine Dollars and Fourteen Cents ($192,359.14).**

3. EFFECT OF AMENDMENTS.

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

of work as City deems necessary.

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

CITY OF SOUTH GATE:

By:_____
Gil Hurtado, Mayor

Dated:_____

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:_____
Raúl F. Salinas, City Attorney

HONEYWELL INTERNATIONA INC.:

By: _____
Shannon Summers, Vice President

Date: _____

Exhibit A

LA-RQ -SG Police Dept AC3 Unit Replace & Repair

Honeywell

Honeywell International
22 Centerpointe Drive
La Palma, CA, 90623, US

Quote Date: 26-Jul-24
Quote Expiry Date: 25-Aug-24
Quote Number: 13011030

Honeywell Professional: Stephanie Odle-Sagar
stephanie.odle-sagar@honeywell.com

Site: South Gate Police Department
8620 California Ave
South Gate CA 90280-3004

Customer: City of South Gate
8650 California Ave
South Gate CA 90280

OVERVIEW OF SCOPE

Remove and Replace A/C 3 - 5 -ton a/c unit and condenser that covers the Lunchroom, Watch Commander Office, Jailers office. Re-open the duct to Booking/Holding Area/Cells & interrogation room.

Note: Customer to open the remove and replace drop ceiling in the break room to allow for unit replacement. Break room will need to be closed off during installation.

INCLUSIONS / EXCLUSIONS

INCLUSIONS

- Additional parts and labor chargeable.
- Work schedule and costing are based on an uninterrupted work period. As such, any outside delays may result in additional costs being levied.
- Work to be carried out during normal working hours.
- This quote is subject to Honeywell's standard terms and conditions.

PRICE

QUOTE SUBTOTAL (USD): **$ 24,354.78**

THIS QUOTATION is valid for 30 days.
Sales Tax is not included in the price and will be charged at actuals.
Use tax, if applicable, will be invoiced separately.
Currency: USD

BILLING TERMS

MILESTONE NUMBER	MILESTONE DESCRIPTION	MILESTONE PERCENTAGE
Milestone 1	Full value (100%) billed at receipt of customer purchase order	100

Terms and Conditions

This offer is subject to Honeywell Terms & Conditions, copy available upon request. This quotation is valid for a period of 30 days from the date of issue. We reserve the right to apply for partial payment at any time during contract performance.

To accept this proposal, simply sign the document and return together with an official purchase order to the email address noted above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s).

Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).

I confirm acceptance of this quotation in accordance with the aforementioned Terms & Conditions. I agree that any terms and conditions referenced in the official purchase order shall be considered null and void.

_____

Honeywell Professional

Customer Acceptance

Name: _____

Title: _____

Date: _____

Signature: _____

Purchase Order #: _____

LA-RQ -SG Police Dept Chiller Installation

Honeywell

Honeywell International
22 Centerpointe Drive
La Palma, CA, 90623, US

Quote Date: 29-Jul-24
Quote Expiry Date: 28-Aug-24
Quote Number: 13011039

Honeywell Professional: Stephanie Odle-Sagar
stephanie.odle-sagar@honeywell.com

Site: South Gate Police Department
8620 California Ave
South Gate CA 90280-3004

Customer: City of South Gate
8650 California Ave
South Gate CA 90280

OVERVIEW OF SCOPE

Provide labor and materials to mount install customer supplied Carrier 30 ton chiller in the space currently occupied by temporary chiller. Re-pipe chilled water lines from exciting chiller to new chiller. Provide electrical wiring from panel to new chiller. Install re-certified Square D 997326 200A breaker to replace existing 150A breaker. Install 2" EMT conduit from Chiller Panel A to new chiller with (3) 4/0 and (1) #6 conductors. Install re-certified Square D 999316 100A breaker to re-feed Chiller Panel B.

INCLUSIONS / EXCLUSIONS

INCLUSIONS

- Additional parts and labor chargeable.
- Customer to provide any special access equipment required to complete work.
- Work schedule and costing are based on an uninterrupted work period. As such, any outside delays may result in additional costs being levied.
- Work to be carried out during normal working hours.
- This quote is subject to Honeywell's standard terms and conditions.
- Downtime of cooling and electrical service will be scheduled in advance.

EXCLUSIONS

- Does not include temporary chiller if desired.
- Does not include any sound barriers. Electrical service is assumed to be sufficient; power monitoring must be done in order to confirm the chiller will function.
- Does not include electrical upgrades other than those specified above.
- Relocation of temporary chiller to allow in installation of new chiller is not included in the agreement and must be relocated and re-piped if desired.

PRICE

QUOTE SUBTOTAL (USD): **$ 49,490.66**

THIS QUOTATION is valid for 30 days.
Sales Tax is not included in the price and will be charged at actuals.
Use tax, if applicable, will be invoiced separately.
Currency: USD

BILLING TERMS		
MILESTONE NUMBER	MILESTONE DESCRIPTION	MILESTONE PERCENTAGE
Milestone 1	Full value (100%) billed at receipt of customer purchase order	100

Terms and Conditions

This offer is subject to Honeywell Terms & Conditions, copy available upon request. This quotation is valid for a period of 30 days from the date of issue. We reserve the right to apply for partial payment at any time during contract performance.

To accept this proposal, simply sign the document and return together with an official purchase order to the email address noted above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s).

Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).

I confirm acceptance of this quotation in accordance with the aforementioned Terms & Conditions. I agree that any terms and conditions referenced in the official purchase order shall be considered null and void.

_____

Honeywell Professional

Customer Acceptance

Name: _____

Title: _____

Date: _____

Signature: _____

Purchase Order #: _____

LA-RQ -SG Police Dept Chiller Panel Power Monitoring

Honeywell

Honeywell International
22 Centerpointe Drive
La Palma, CA, 90623, US

Quote Date: 29-Jul-24
Quote Expiry Date: 28-Aug-24
Quote Number: 13011037

Honeywell Professional: Stephanie Odle-Sagar
stephanie.odle-sagar@honeywell.com

Site: South Gate Police Department
8620 California Ave
South Gate CA 90280-3004

Customer: City of South Gate
8650 California Ave
South Gate CA 90280

OVERVIEW OF SCOPE

Honeywell to provide material and labor for power monitoring on Chiller Panel A for one month to determine panel power usage.

INCLUSIONS / EXCLUSIONS

INCLUSIONS

- Additional parts and labor chargeable.
- Work schedule and costing are based on an uninterrupted work period. As such, any outside delays may result in additional costs being levied.
- Work to be carried out during normal working hours.
- This quote is subject to Honeywell's standard terms and conditions.

PRICE

QUOTE SUBTOTAL (USD) **$ 5,052.66**

THIS QUOTATION is valid for 30 days.
Sales Tax is not included in the price and will be charged at actuals.
Use tax, if applicable, will be invoiced separately.
Currency: USD

BILLING TERMS

MILESTONE NUMBER	MILESTONE DESCRIPTION	MILESTONE PERCENTAGE
Milestone 1	Full value (100%) billed at receipt of customer purchase order	100

Honeywell

Honeywell International
22 Centerpointe Drive
La Palma, CA, 90623, US

Quote Date: 29-Aug-24

Quote Number: 15091286, MASTER

Honeywell Professional: Dave Fox
David.Fox@Honeywell.com

Site: South Gate City Hall
8620 California Ave
South Gate 90280-3004

Customer: City of South Gate
8650 California Ave
South Gate 90280

OVERVIEW OF SCOPE

Honeywell Building Automation to remove and replace cooling coil East Wing AH. Dissemble air handler and seal inside pan and coil compartment. Pipe in new chilled water valve. Replace 8 reheat coils East Wing area.

Labor $ 35,802.00
Material $ 37,386.00

INCLUSIONS / EXCLUSIONS

INCLUSIONS

- Additional parts and labor chargeable.
- Quotation assumes customer provides full access to all areas required to complete work.
- Work schedule and costing are based on an uninterrupted work period. As such, any outside delays may result in additional costs being levied.
- This quote is subject to Honeywell's standard terms and conditions.

PRICE

QUOTE SUBTOTAL (USD) **$ 60,989.00**

THIS QUOTATION is valid for 30 days.
Use tax, if applicable, will be invoiced separately
Sales Tax is not included in the price and will be charged at actuals.
Currency: USD

BILLING TERMS

MILESTONE NUMBER	MILESTONE DESCRIPTION	MILESTONE PERCENTAGE
Milestone 1	Fifty percent (50%) billed at receipt of customer purchase order	50
Milestone 2	remainder (50%) at completion of work	50

Terms and Conditions

This offer is subject to Honeywell Terms & Conditions, https://buildings.honeywell.com/us/en/support/legal/legal-documents-global. This quotation is valid for a period of 30 days from the date of issue.

To accept this proposal, simply sign the document and return together with an official purchase order with correct net terms of agreement and correct billing address to the email address noted above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s).

Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).

I confirm acceptance of this quotation in accordance with the aforementioned Terms & Conditions. I agree that any terms and conditions referenced in the official purchase order shall be considered null and void.

David Fox

Honeywell Professional

Customer Acceptance

Name: _____

Title: _____

Date: _____

Signature: _____

Purchase Order #: _____

LA-RQ -SG City Hall Cooling Tower Repair & Replace

Honeywell

Honeywell International
22 Centerpointe Drive
La Palma, CA, 90623, US

Quote Date: 26-Jul-24
Quote Expiry Date: 25-Aug-24
Quote Number: 13011032

Honeywell Professional: Stephanie Odle-Sagar
stephanie.odle-sagar@honeywell.com

Site: South Gate City Hall
8650 California Ave
South Gate CA 90280

Customer: City of South Gate
8650 California Ave
South Gate CA 90280

Contact: Osie Harrell

OVERVIEW OF SCOPE

Remove and replace the cooling tower at City Hall with VFD Drive.

Note: Work will be done on a Friday, Saturday and Sunday

INCLUSIONS / EXCLUSIONS

INCLUSIONS

- Additional parts and labor chargeable.
- Work schedule and costing are based on an uninterrupted work period. As such, any outside delays may result in additional costs being levied.
- This quote is subject to Honeywell's standard terms and conditions.

PRICE

QUOTE SUBTOTAL (USD): **$ 40,273.04**

THIS QUOTATION is valid for 30 days.
Sales Tax is not included in the price and will be charged at actuals.
Use tax, if applicable, will be invoiced separately.
Currency: USD

BILLING TERMS

MILESTONE NUMBER	MILESTONE DESCRIPTION	MILESTONE PERCENTAGE
Milestone 1	Full value (100%) billed at receipt of customer purchase order	100

Terms and Conditions

This offer is subject to Honeywell Terms & Conditions, copy available upon request. This quotation is valid for a period of 30 days from the date of issue. We reserve the right to apply for partial payment at any time during contract performance.

To accept this proposal, simply sign the document and return together with an official purchase order to the email address noted above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s).

Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).

I confirm acceptance of this quotation in accordance with the aforementioned Terms & Conditions. I agree that any terms and conditions referenced in the official purchase order shall be considered null and void.

_____

Honeywell Professional

Customer Acceptance

Name: _____

Title: _____

Date: _____

Signature: _____

Purchase Order #: _____

Exhibit B

Address 2478 Peck Road
City of Industry CA 90601
Phone (818 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name	Osie Harrell
Account	City of South Gate
Phone	(323) 864-5216
Site Address	8650 California Ave South Gate, CA 90280-3004
Estimate Date	09/06/2024
Quote Number	01532799

Job Description ***Material Sale of (1) 30RC 30Ton Chiller***

Scope of Work

Material Sale of (1) Carrier 30RC - 30 Ton Air Cooled Chiller w/ Dual 5HP Pump Package (208-230V 3PH)
Includes Applicable Sales Tax
Includes Factory Start up
Includes 5 Year Parts and Labor Warranty
Includes 4 Hours Training
Includes 8 Hours Controls Integration Assistance
Equipment Lead Time is 16 to 18 Weeks

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted.

Exclusions: Installation labor, Storage fees, crane to off load chiller at delivery (customer to provide delivery address at time of order), any items not specifically listed in the scope of work above.

Payment terms 40% upon approval / 60% upon delivery

Total Quoted Price – Pricing per Carrier Sourcewell Contract Number: 070121-CAR

Total Price for Scope of Work including applicable taxes: $85,776.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

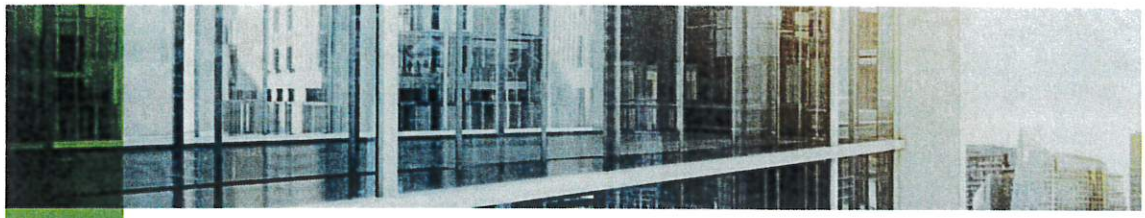
Carrier Commercial Service

_____ _____
Title

_____ _____
Customer Acceptance (signature) Date Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.



CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

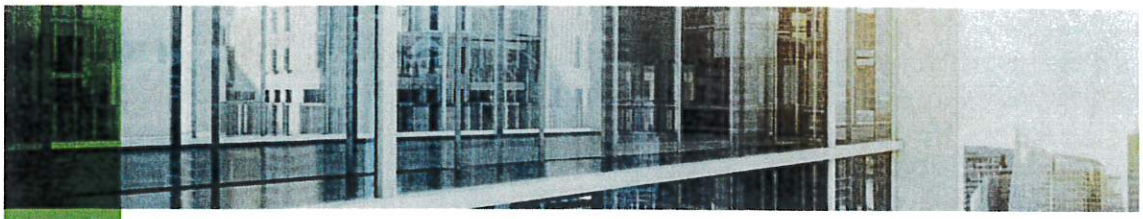
7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion,



erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

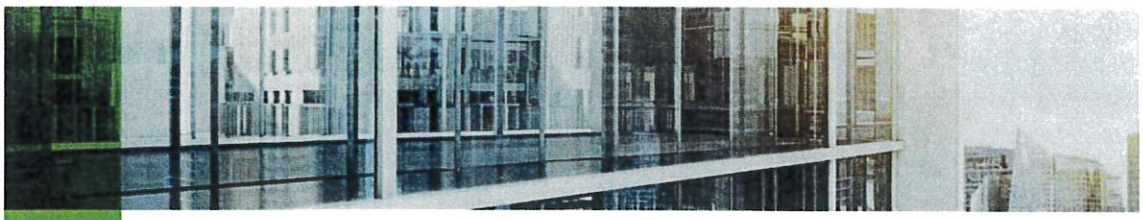
19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.



24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

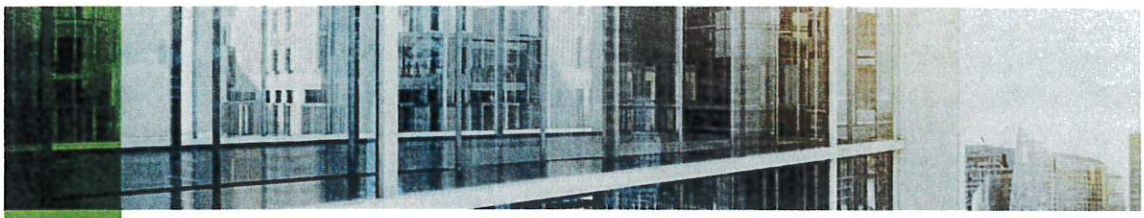
29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.



34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

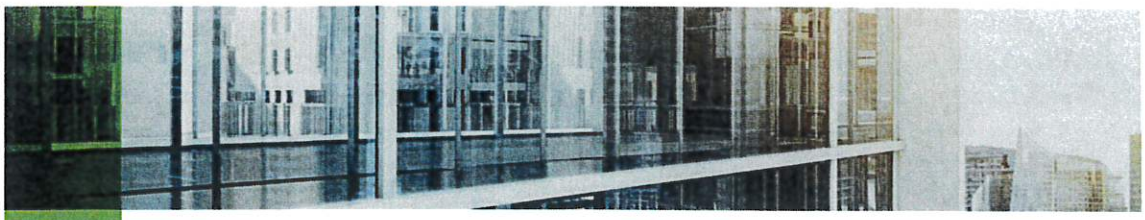
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/, shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.carrier.com/commercial/en/us/legal/additional-terms, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at https://abound.carrier.com/saas-agreement which are incorporated herein, shall apply



Carrier

Carrier

Over 100 years of innovations

carrier.com/service

Carrier

Performance Report

Project Name:
City of South Gate - Police Department - 30 Ton Chiller

Tag Name:
Chiller 1

Submitted by: Alex Lopez

Tag Name: Chiller 1
30RC Air Cooled Scroll Chiller



Non Contractual Picture

Unit Information

Model Number		30RC-0305304D-403
Unit Quantity		1
Condenser Type		Air Cooled
Compressor Type		Standard Scroll
Communication		CCN
Manufacturing Source		Charlotte, NC USA
ASHRAE 90.1		2007, 2010, 2013/2016, 2019
Refrigerant Type		R-32
Independent Refrigerant Circuits		1
Shipping Weight	lb	1760
Operating Weight	lb	1818
Refrigerant Weight	lb	28
Unit Dimensions (L x W x H)	in	88 x 43 x 78
Baserail Dimensions (L x W)	in	88 x 43

Unit Features

- 4.3" Control Panel Colored Display
- Energy Management Module
- Evaporator Heater (Freeze Protection)
- 5 HP Dual Pump
- Hot Gas Bypass
- 65 kA SCCR
- Suction Line Insulation
- Standard Scroll Compressor
- Al/Cu Condenser Coil + E-Coat
- Greenspeed Intelligence: High-Efficiency Variable Condenser Fans
- Non-Fused Disconnect
- Brazed Plate Heat Exchanger (BPHE)
- Single Point Power
- Full Hail Guards
- Low Sound - Includes Aero-Acoustic Fans

Operating Conditions

Evaporator		Brazed Plate Heat Exchanger (BPHE)
Fluid Type		**Fresh Water**
Fluid Concentration	%	0
Fluid Volume	gal	3.80
Fouling Factor	(hr-sqft-F)/BTU	0.000100
Leaving Temperature	°F	44.00
Entering Temperature	°F	54.00
Fluid Flow	gpm	68.11
Min. Fluid Flow	gpm	35.95
Min. Part Load Fluid Flow	gpm	25.88
Pressure Drop	ft wg	12.2
Condenser		Al/Cu Condenser Coil + E-Coat
Entering Air Temperature	°F	95.0
Min. Outdoor Operating Temp	°F	-20.0
Number of Fans		2
Total Condenser Fan Airflow	CFM	20920
Altitude	ft	0

Performance Information

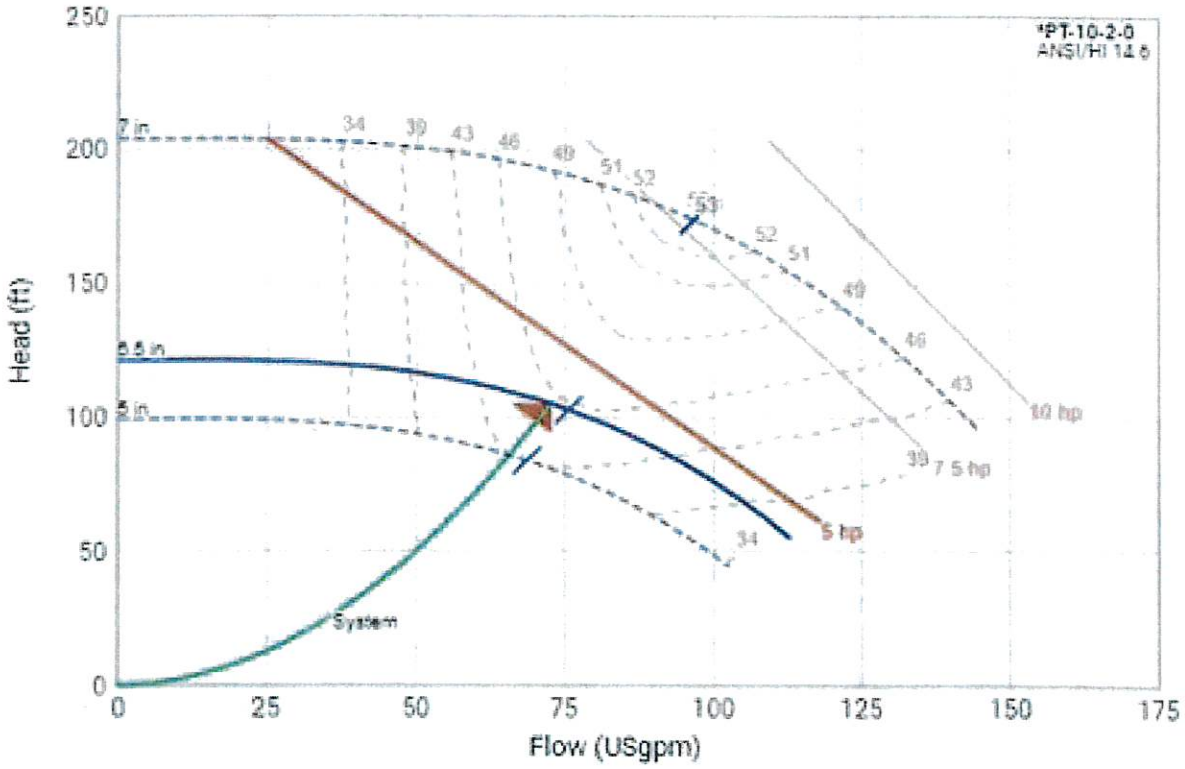
Cooling Capacity	Tons	28.74
Pump Power	kW	4.097
Chiller Pressure Drop	ft wg	15.1
Total Compressor Power	kW	31.04
Total Fan Motor Power	kW	2.650
Total Unit Power (with pump)	kW	37.78
Total Unit Power (without pump)	kW	33.69
Minimum Capacity	%	20
Capacity Control Steps		3
Cooling Efficiency (EER)	BTU/(W-hr)	10.24
IPLV.IP	BTU/(W-hr)	16.18

Electrical Information

Unit Voltage		208/230-3-60
Electrical Connection		Single Point Power
SCCR		65 kA SCCR
Minimum Voltage	V	187
Maximum Voltage	V	253
Nominal Voltage	V	220
MCA	A	154.4
MOCP	A	200.0
ICF	A	423.5
RecFuse Size	A	175.0

Created on 7/22/2024 9:29:32 AM

Hydronic Kit Information		
Pump Type		5 HP Dual Pump
Impeller Size	in	5.5
Pump Speed	rpm	3600
Max Dynamic Head External (to chiller)	ft wg	95.4
Maximum Pump Operating Conditions		150 psig
Items Included in Pump Package		
Balancing Valve		
Strainer		
Suction Guide		
Isolation Valve		
P/T Ports		
Discharge Check Valve		
Expansion Tank		



AHRI CERTIFIED® www.ahridirectory.org Air-Cooled Water Chilling Packages AHRI Standards 550/590 and 551/591

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Carrier

Performance Report

Project Name:
City of South Gate - Police Department - 30 Ton Chiller

Tag Name:
Chiller 1

Submitted by: Alex Lopez

Integrated Part Load Value (AHRI)					
IPLV.IP	BTU/(W-hr)	16.18			
Unit Performance					
Percent Full Load Capacity	%	100.0	75.0	50.0	25.0
Percent Full Load Power	%	100.0	56.3	29.1	12.6
Cooling Capacity	Tons	28.73	21.55	14.36	7.184
Unit Power Input	kW	33.68	18.96	9.807	4.240
Efficiency (EER)	BTU/(W-hr)	10.24	13.64	17.57	20.33
Evaporator Data					
Fluid Entering Temperature	°F	54.00	51.50	49.00	46.50
Fluid Leaving Temperature	°F	44.00	44.00	44.00	44.00
Fluid Flow Rate	gpm	68.73	68.73	68.73	68.73
Fouling Factor	(hr-sqft-F)/BTU	0.000100	0.000100	0.000100	0.000100
Condenser Data					
Entering Air Temperature	°F	95.0	80.0	65.0	55.0

Values given are interpolated and are not directly measurable under laboratory conditions

Created on 7/22/2024 9:29:32 AM

Terms and Conditions

This offer is subject to Honeywell Terms & Conditions, copy available upon request. This quotation is valid for a period of 30 days from the date of issue. We reserve the right to apply for partial payment at any time during contract performance.

To accept this proposal, simply sign the document and return together with an official purchase order to the email address noted above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s).

Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).

I confirm acceptance of this quotation in accordance with the aforementioned Terms & Conditions. I agree that any terms and conditions referenced in the official purchase order shall be considered null and void.

_____

Honeywell Professional

Customer Acceptance

Name: _____

Title: _____

Date: _____

Signature: _____

Purchase Order #: _____

Honeywell



Proposal for :

City of South Gate Police Dept - East Wing AH Refurbishment

City of South Gate

Presented by :

Dave Fox

Honeywell International

Item No. 5

Office of the
South Gate City Clerk

SEP 19 2024
FILED 2:39pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**
Originating Department: **Community Development**

Department Director: _____ *City Manager:* _____

Meredith T. Elguira *Rob Houston*

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2022-85-AC WITH BDO USA, LLP., TO CONTINUE PROVIDING GENERAL ACCOUNTING SERVICES AND FINANCIAL ASSISTANCE TO THE CITY OF SOUTH GATE HOUSING AUTHORITY

PURPOSE: To approve Amendment No. 2 to Contract No. 2022-85-AC ("Amendment No. 2") with BDO USA LLP., ("BDO") to continue providing general accounting and financial assistance services for an additional one year.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 2 to Contract No. 2022-85-AC with BDO USA, LLP., ("Agreement") to continue providing as needed accounting and financial services to the City of South Gate Housing Authority ("SGHA") effective July 1, 2024, through June 30, 2025, in an amount not to exceed $25,000; and
b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: The cost of the proposed Amendment No. 2 will be included in the Fiscal Year 2024/25 Municipal Budget and will be funded from the following funds:

- Housing Authority (Section 8 Admin) – Fund 241 $ 25,000

ANALYSIS: BDO provides a variety of accounting and financial services to the City of South Gate ("City") through the Housing Authority. These services include professional guidance in areas where the City may not have the expertise to comply with accounting and financial housing issues. Listed below are some of the services BDO has provided the SGHA this past Fiscal Year:

- Analyze, prepare, and submit the monthly Voucher Management System ("VMS") submission to HUD.
- Analyze and prepare monthly statements of revenue, expenses, and net position.
- Prepare monthly bank reconciliation and reconcile bank statement balance to the general ledger; Prepare Journal Vouchers ("JV") to reconcile.

- Prepare monthly calculation and JV posting of earned administrative fees and Housing Assistance Payment ("HAP") revenues.
- Analyze and prepare the monthly board report for the Board of Commissioners.
- Analyze and prepare calculations for the HAP program reserve balance.
- Analyze and update the monthly port-in register and prepare JV.
- Analyze and prepare JV to record monthly fraud recovery revenue.
- Prepare year-end unaudited and audited Financial Data Schedule ("FDS") and submit to Real Estate Assessment Center ("REAC").
- Review HUD correspondence and reconcile HUD funding.

The proposed amendment would allow BDO to continue providing general accounting services, financial expertise, and assistance to the SGHA.

BACKGROUND: On September 27, 2022, the City Manager approved the Agreement for General Accounting Services and Financial Assistance in an amount not to exceed Twenty-Five Thousand Dollars ($25,000).

On August 16, 2023, City and Consultant executed Amendment No. 1 to the Agreement to extend General Accounting Services and Financial Assistance in an amount not to exceed Twenty-Five Thousand Dollars ($25,000).

The City and Consultant desire to execute Amendment No. 2 to extend services identified in the Scope of Work, attached hereto as Exhibit "A" and made a part of this Amendment, for an additional year in an amount not to exceed Twenty-Five thousand dollars ($25,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment Nos. 1 and 2 to Seventy-Five Thousand Dollars ($75,000).

ATTACHMENTS:
A. Proposed Amendment No. 2 (including Scope of Work - Exhibit "A")
B. Amendment No. 1 to Contract No. 2022-85-AC*
C. Contract No. 2022-85-AC*

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

AMENDMENT NO. 2 TO CONTRACT NO. 2022-85-AC FOR PROFESSIONAL SERVICES FOR GENERAL ACCOUNTING SERVICES AND FINANCIAL ASSISTANCE BETWEEN THE CITY OF SOUTH GATE AND BDO USA, LLP

This Amendment No. 2 to Contract No. 2022-85-AC for Professional Services for General Accounting Services and Financial Assistance ("Amendment No. 2") is made and entered into on July 1, 2024, retroactively, by and between the City of South Gate, a municipal corporation ("City"), and BDO USA, LLP., a California Limited Liability Partnership ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 27, 2022, the City Manager approved Contract No. 2022-85-AC with Consultant ("Agreement") for General Accounting Services and Financial Assistance in an amount not to exceed Twenty-Five Thousand Dollars ($25,000).

WHEREAS, on August 16, 2023, City and Consultant executed Amendment No. 1 to the Agreement to extend General Accounting and Financial Assistance services; and

WHEREAS, City and Consultant desire to execute Amendment No. 2 to extend services identified in the Scope of Work, attached hereto as Exhibit "A" and made a part of this Amendment, for an additional year in an amount not to exceed **Twenty-Five thousand dollars ($25,000),** under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment Nos. 1 and 2 to **Seventy-Five Thousand Dollars ($75,000).**

NOW, THEREFOR, the Parties hereby agree as follows:

1. **MODIFICATION TO AGREEMENT.**

   1.1 **TERM OF AGREEMENT.** The term of the Agreement, including Amendment Nos. 1 and 2, is extended retroactively for one (1) year beginning July 1, 2024, through June 30, 2025, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

   1.2 **COMPENSATION.** The amount of compensation paid by City to Consultant for the additional scope of work identified in Exhibit "A" shall not exceed **Twenty-Five Thousand Dollars ($25,000).**

2. **EFFECTIVE DATE.** The effective date of this Amendment No. 2 is retroactive to July 1, 2024, and will remain in effect for one (1) year through and including June 30, 2025, unless otherwise terminated in accordance with the terms of the Agreement.

3. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits thereto, shall remain unchanged and in full force and effect. All recitals to this Amendment No. 2 are incorporated into the Agreement as modified by this Amendment No. 2. Furthermore, 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 Amendment No. 2 to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

BDO USA, LLP.:

By: _____
Brian Alten, CPA Partner

Dated: _____

Exhibit "A"

BDO

Tel: 215-564-1900
Fax: 215-564-3940
www.bdo.com

1801 Market Street, Suite 1700
Philadelphia, PA 19103

August 16, 2024

City of South Gate
Attn: Carol Averell, Housing Manager
8650 California Avenue
South Gate, CA 90280

Re: Agreement for Professional Services

Dear Ms. Averell:

Thank you for allowing us to propose professional services to the City of South Gate Housing Authority. We appreciate the opportunity to provide exceptional professional services to the City of South Gate Housing Authority ("Client" or "you"). Your services will be provided by BDO USA (collectively "BDO" or "we"). This agreement is effective on July 1, 2024, and will be good through June 30, 2025.

Scope of Services

As agreed, BDO will provide services (the "Services") that include the following general accounting services, financial expertise, and assistance:

- Analyze, prepare, and submit the monthly Voucher Management System (VMS) submission to HUD.
- Analyze and prepare monthly statements of revenue, expenses, and net position.
- Prepare monthly bank reconciliation and reconcile bank statement balance to the general ledger; Prepare JVs to reconcile.
- Prepare monthly calculation and JV posting of earned administrative fees and HAP revenues.
- Analyze and prepare the monthly board report for the Board of Commissioners.
- Analyze and prepare calculations for the HAP program reserve balance.
- Analyze and update the monthly port-in register and prepare JV.
- Analyze and prepare JV to record monthly fraud recovery revenue.
- Prepare year-end unaudited and audited Financial Data Schedule (FDS) and submit to REAC.

BDO USA refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.

BDO USA, P.C. is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

- Review HUD correspondence and reconcile HUD funding.

Any Service not specifically described herein is outside the scope of this agreement.

Fee Arrangement

BDO's fee for Services will be the firm's hourly rates, as noted below, plus costs for out-of-pocket expenditures. The total annual fees shall not exceed $25,000; and client will only be billed for work effort required.

Hourly Rates

The hourly rates for the employees of BDO who will be providing the Services are as follows:

Staff	Hourly Rate
Partner	$260
Director	$195-$210
Manager	$150-$190
Senior	$125-$145
Accountant	$120

Work will be assigned to the staff based on the skill set that is required to complete the task. Rates may increase each renewal year not to exceed $5 per level.

The following terms and conditions shall apply to the Services provided by BDO under this agreement:

1. **General.** Unless the parties specifically state in writing that they intend to modify a term of this agreement, the terms of this agreement shall prevail.
2. **Russia Sanctions.** By executing this Agreement, Client represents that it is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. Client agrees that if at any time while BDO is providing services to Client the foregoing representation is no longer true, Client will immediately notify BDO.

3. **Termination.** Each party shall have the right to terminate this agreement at any time by giving written notice to the other party not less than 30 business days before the proposed effective date of termination. BDO may terminate this agreement and outstanding Services immediately if BDO reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises). Those provisions in this agreement that, by their very nature, are intended to survive termination shall survive after the termination of this agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation.

If this agreement is terminated Client agrees to compensate BDO for the Services performed and expenses incurred through the effective date of termination. To the extent Client terminates this agreement, any licensing arrangements under which Client receives from BDO a license to use, or obtain access to, External Computing Options (as defined below), Client agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options

through and including the date that is thirty days after date the Client provides such termination notice to BDO.

4. **Indemnification and Limitation of Liability.** As the Services are intended for Client and not third parties, Client agrees to release, indemnify and hold harmless BDO and its partners, principals, employees, affiliates, contractors and agents (collectively "BDO Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party. Client further agrees to release, indemnify and hold harmless BDO Group from all Claims relating to the Services or this Agreement attributable to any misrepresentations made by Client. Except to the extent finally determined to have resulted from BDO Group's fraud or intentional misconduct, BDO Group's aggregate liability to Client for all direct or third-party Claims shall not exceed the amount of fees paid by Client to BDO under this agreement. In no event shall BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to this agreement, regardless of whether BDO has been advised of the possibility of such damages. Client shall bring any Claims related to the Services or otherwise related to this agreement no later than one year after (i) the completion of the Services set forth herein or (ii) if this agreement was terminated prior to completion of the Services, the date this agreement was terminated. In no event shall the preceding sentence extend any otherwise legally applicable period of limitations on such Claims.

5. **Third-Parties and Use.** All Services and deliverables hereunder shall be solely for Client's use and benefit pursuant to our client relationship. This engagement does not create privity between BDO and any person or party other than Client and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of BDO hereunder.

6. **BDO Responsibilities.** BDO's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless Client separately engages BDO in writing to do so.

7. **Client Responsibilities.** For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with Client regarding the Services. Client understands and agrees that BDO will not perform management functions or make management decisions on behalf of Client. However, BDO will provide advice and recommendations to assist management of Client in performing its functions and fulfilling its responsibilities. In connection with BDO's provision of Services, Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

Because professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Client in the performance of our Services, any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence.

Therefore, BDO requests that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

The Client shall not employ or divert any employee or independent contractor of BDO. The obligations imposed by this paragraph shall survive the termination of this Agreement and continue for a period of one year following such termination. As liquidated damages for any breach of the obligations imposed by this paragraph, the Client shall pay to BDO an amount equal to 100% of the annual salary of any employee or 100% of the payments to any independent subcontractor over the most recent 12-month period, payable by BDO to the relevant employee or independent subcontractor at the time of such breach.

8. **Client Materials.** BDO shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of Client, its personnel, representatives, and agents (the "Client Materials") are complete and accurate. Client is responsible for ensuring that all Client Materials provided to BDO may be transferred to BDO and processed in accordance with the terms of this agreement and applicable laws, and that to the extent required thereunder Client has obtained all consents required for BDO's receipt and use of the Client Materials. Client agrees that it will not transmit or make accessible to BDO in any manner personally identifiable information unless reasonably required for BDO's performance of the Services. BDO will not audit or otherwise verify the accuracy or completeness of the data you submit, although we may need to ask you for clarification of some of the information. Client shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, BDO shall not assume any responsibility for any financial reporting with respect to the Services.

9. **Ownership of Working Papers.** In connection with the performance of the Services, we will prepare records and deliverables as set forth above. We also will prepare documents that support our work and include items such as work programs and analyses that do not constitute part of Client's records ("Working Papers"). The Working Papers prepared pursuant to this agreement are the property of BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws.

10. **Additional Fees and Expenses.** The amount of our fees is based upon the expectation that certain information and assistance will be received by BDO in a timely manner from Client as set forth in this agreement. If BDO believes an additional fee is required as the result of the failure of Client to meet any of these requests for information or for any other reason, BDO will inform you in a timely manner.

Our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, we then reserve the right to suspend our Services, terminate the licensing arrangements under which you receive a license to use, or suspend your access to, External Computing Options provided through BDO, withhold delivery of any deliverables, or withdraw from this engagement entirely. If any collection action is required, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

BDO

11. **Assignment and Sole Recourse.** In performing the Services hereunder, BDO may assign its rights to perform a portion of the Services to, and may engage, the service of entities owned in whole or in part by BDO ("Affiliates"), members of the BDO Alliance USA (a nationwide association of independently-owned local and regional accounting, consulting and service firms, ("Alliance Firms"), independent member firms of the international BDO network ("Member Firms"), and independent contractors, including but not limited to parties who render auxiliary services ("Contractors" and, together with Affiliates, Alliance Firms and Member Firms, collectively, "Third-Party Service Providers." If a Third-Party Service Provider is utilized or assignment is made, Client agrees that, unless Client contracts directly with the Third-Party Service Provider, substantially all of the applicable terms and conditions set forth in the agreement, shall apply to the Third-Party Service Provider. BDO agrees that it shall not permit the Third-Party Service Provider to perform any work relating to the Services until the Third-Party Service Provider agrees to be bound by the applicable terms and conditions of this agreement. BDO further agrees that it will remain primarily responsible for the Services, unless Client and BDO agree otherwise, and BDO will ensure that the work of the Third-Party Service Provider is performed in accordance with this agreement. Although applicable privacy laws may vary depending on the jurisdiction and may provide less or different protection than those of Client's home country, BDO requires Third-Party Service Providers to agree to maintain the confidentiality of Client's information and observe BDO's policies concerning any confidential client information that BDO provides to Third-Party Service Providers. To the extent you have any Claims against a Member Firm that is a Third Party Service Provider in any way arising from, in respect of or in connection with the Services or this agreement, you agree that you shall bring such Claim(s) against BDO instead of such Member Firm, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm may enforce any limitations or exclusions of liability available to BDO under this agreement.

Without our prior written consent, Client may not assign this agreement except to a party that acquires substantially all of your assets and operations.

12. **Dispute Resolution. Any dispute or claim between you and BDO arising out of or relating to this agreement or a breach of this agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud or claims based in whole or in part on any other common-law, statutory, regulatory, legal or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a**



federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the Services involved is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and this agreement shall be governed by the provisions of the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflict of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to this agreement.

The parties to this agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

13. **Conflicts of Interest.** BDO is not aware of any conflicts of interest with respect to any of the names Client has provided. BDO is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform Client promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us. Additionally, our engagement by Client will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, BDO shall be permitted to disclose that it is engaged to provide the Services to Client under this agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO's provision of services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

14. **Power and Authority.** Each of the parties hereto has all requisite power and authority to execute and deliver this agreement and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

15. **Subpoenas.** If Client requests BDO to object to or respond to, or BDO receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with Client, you agree to compensate us for all time BDO expends in connection with such response, at our standard rates, and to reimburse BDO for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

16. **Email Communications.** BDO disclaims and waives, and the Client releases BDO from all liability for the interception or unintentional disclosure of e-mail transmissions or for the

unauthorized use or failed delivery of e-mails transmitted or received by BDO in connection with the performance of the Services.

17. **External Computing Options.** If, at the Client's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims, and the Client agrees to release BDO Group from, and indemnify BDO Group for, all liability arising out of or related to the use of such External Computing Options.

18. **Electronic Transmissions.** This agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this agreement and all other persons or entities required by law. An electronically transmitted signature to this agreement will be deemed an acceptable original for purposes of consummating this agreement and binding the party providing such electronic signature.

19. **Severability.** If any portion of this agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this agreement shall remain in full force and effect.

20. **Independent Contractor.** BDO is providing the Services to Client as an independent contractor bound by the terms hereof to perform the Services pursuant to the Client's instructions. BDO's obligations to Client are exclusively contractual in nature. This agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither BDO nor Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

21. **Confidentiality.** Each of the parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such

information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the Client, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party's professional or legal obligations; and (z) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

22. **Restricted Federal Data.** The parties agree that the Services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), the International Traffic in Arms Regulation ("ITAR"), the Export Administration Regulations ("EAR"), and the Arms Export Control Act ("AECA"). For clarity, and without limiting the foregoing, controlled unclassified information ("CUI") shall be included in the definition of Restricted Data. Client shall not provide or otherwise make available Restricted Data to BDO unless expressly agreed to in advance in writing by BDO. If Client becomes aware that any known or suspected Restricted Data will be or has been disclosed to BDO by Client or otherwise in connection with the Services, Client will immediately notify BDO in writing to regulatedgovtdata@bdo.com and will cease any further transfer of such data unless and until BDO expressly agrees in writing. Client will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Data that Client has disclosed to BDO notwithstanding the foregoing. Client further agrees that it will be responsible for all fees, costs and expenses associated with processing of Restricted Data, including without limitation additional fees, costs and expenses related to compliance with obligations with respect to such Restricted Data.

23. **Intellectual Property.** BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client's Confidential Information (as defined above). BDO shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this agreement ("BDO Intellectual Property"). Unless otherwise specifically stated in this agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of BDO's or its agents' Intellectual Property or proprietary information by the Client is strictly prohibited.

24. **Licensing Representation.** To the extent necessary for BDO to perform its obligations described herein, Client represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow BDO and its employees, contractors and subcontractors to access and use the services or software

provided for the benefit of Client under Client's third-party services contracts, licenses or other contracts granting Client the right to access, use or receive services or software (each a "Licensing Representation"). Upon BDO's request, Client will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). Client hereby releases BDO Group from all claims and liabilities resulting from (i) BDO's reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO.

25. **Non-CPA Notice Requirement.** BDO is owned by professionals who hold CPA licenses. Depending on the nature of the Services being provided, from time to time non-CPA personnel may be involved in providing certain Services hereunder.

26. **Entire Agreement.** This agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

Please acknowledge your acceptance of the foregoing by signing and returning a copy of this agreement to Brian Alten, CPA, Principal.

If you have any questions, please contact Brian Alten, **BDO PRINCIPAL.** We look forward to working with you.

Very truly yours,

BDO USA

By: _____
Name: **Brian Alten, CPA**
Title: **Principal**

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this agreement on behalf of the Client set forth below for whom the authorized signatory is executing this agreement. The authorized signatory represents that this agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this agreement and is enforceable against the Client in accordance with its terms and conditions.

Accepted and Agreed to by:

South Gate Housing Authority

By: _____

Print Name:

Print Title:

(Please sign and return to us one copy; retain a copy for your files)
The Data Privacy Policy for BDO USA and its subsidiaries is located at https://www.bdo.com/legal-privacy/client-data-privacy-policy. If you have questions about this Privacy Policy, please contact us at privacy@bdo.com.

Item No. 6

Office of the
South Gate City Clerk

SEP 19 2024

FILED 9:04am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**

Originating Department: **Public Works**

Department Director: *Arturo Cervantes*

City Manager: *Rob Houston*

SUBJECT: APPROVAL OF SOUTHERN CALIFORNIA EDISON LICENSE AGREEMENT TO AUTHORIZE USE OF THEIR PROPERTY FOR WATER OPERATIONS AND MAINTENANCE ACTIVITIES

PURPOSE: To approve the Southern California Edison (SCE) License Agreement, Contract No. 9.8335, to authorize use of their property for Water Division operations and maintenance activities.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving the Southern California Edison License Agreement, Contract No. 9.8335, which authorizes the City to use their property for Water Division operations and maintenance activities; and
b. Authorizing the Mayor to execute the License Agreement, in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The annual license fee and maintenance costs will be funded through the Water Fund, according to the pavement schedule summarized below.

Year	Maintenance Costs	Annual Fee	Total
2024	$3,600	$1,067	$4,667
2025	$3,600	$1,120	$4,720
2026	$3,600	$1,176	$4,776
2027	$3,600	$1,235	$4,835
2028	$3,600	$1,296	$4,896
Total	**$18,000**	**$5,894**	**$23,894**

ANALYSIS: The Hawkins Reservoir Water Production Facility is operated and maintained by City staff and daily access is essential. Given its location, Public Works staff currently uses a 30-foot-wide road that is located on SCE property to access it (Access Road). The City is authorized to use the Access Road under Contract No. 9.8231 to access the water facility. Staff has also been using it to access other areas of the SCE property for maintenance and other essential activities. Recently, SCE installed new fencing along the Access Road so the remainder of the site is not accessible. SCE has agreed to permit access to the entire site, however, under a new License

Agreement. The proposed License Agreement provides for a 5-Year term, effective from July 1, 2024 to June 30, 2029. It provides for continued access to the water production facility as well as to the entire SCE site for maintenance activities. It also therefore requires the City to maintain the site. The estimated cost of maintenance is $3,600 annually. The fee for the proposed License Agreement with the increase acreage did not increase the license costs. The fees to the license was the same but the fee does increases approximately 5% each year. Both will be funded by the Water Fund.

BACKGROUND: The City owns and operates a municipal water system that provides drinking water to approximately 90% of the City's residents and businesses. The water system is equipped within the Hawkins Reservoir site, which is located at 9021 West Frontage Road, South Gate, CA 90280, adjacent to I-710 Freeway onramp at Firestone Boulevard. This site consists of two groundwater water wells and two 2.5 million gallons steel tanks built in 1985 (Reservoirs). The Reservoirs are 43 feet tall and 106 feet in diameter approximately.

The Hawkins Reservoir is critical infrastructure and primarily serves water to the residents that live on the east side of the City. Currently, the site is only accessible through the Access Road. The proposed License Agreement will provide the authority to continue to access the Hawkins Reservoir as well as the remainder of the site.

ATTACHMENT:
A. Southern California Edison License Agreement Contract No. 9.8335
B. Contract No. 9.8231
C. Property Exhibit

DD:lc

CITY OF SOUTH GATE

L I C E N S E A G R E E M E N T

INDEX OF ARTICLES

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS MATERIALS AND WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAWS AND REGULATIONS
26. GOVERNING LAW
27. INDEMNIFICATION; ASSUMPTION OF RISK; RELEASE
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (_____)/(_____)
Licensor/Licensee

37. INDUCED VOLTAGES
38. NOTICES
39. RECORDING
40. COMPLETE AGREEMENT
41. SIGNATURE AUTHORITY
42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS
ADDENDUM(S)
PARKING

Initial (_____)/(_____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF SOUTH GATE, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 6222-001-801, situated in the City of South Gate, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.

- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.

- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.

- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.

- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.

- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (_____)/(_____)
Licensor/Licensee

1. Use: Licensee will use the Property for access road purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of July, 2024 and ending on the last day of June, 2029. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of One Thousand Sixty Six and 56/100 Dollars ($1,066.56) upon the execution and delivery of this Agreement with subsequent annual payments as specified below. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2024	$1,066.56	July
Second Year	2025	$1,119.89	July
Third Year	2026	$1,175.88	July
Fourth Year	2027	$1,234.67	July
Fifth Year	2028	$1,296.41	July

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

(a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than $1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to

Initial (_____)/(_____)
Licensor/Licensee

waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(c) Commercial Automobile Liability insurance with a combined single limit of $1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

(d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Access road use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing

Initial (_____)/(_____)
Licensor/Licensee

or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Propertyand/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

Initial (_____)/(_____)
Licensor/Licensee

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove or relocate at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Material and Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to the use, management, storage, or disposal of waste, including, but not limited to hazardous, toxic or infectious materials. Unless permitted by Licensor in writing, Licensee will not, or allow others to, place, use, or store any hazardous, toxic or infectious materials and/or waste on the Property. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses

Initial (_____)/(_____)
Licensor/Licensee

and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval in accordance with Article 6.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings,

Initial (_____)/(_____)
Licensor/Licensee

structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Laws and Regulations: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall also comply with the requirements of every addendum attached hereto. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification; Assumption of Risk; Release: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee. Licensee agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Property, any improvements constructed or installed thereon by Licensee, Licensee's use of the Property, or exercise of the rights granted herein. Licensee releases and waives all claims against Licensor and each of the indemnified parties for loss or damage caused by, arising out of, or in any way connected with Licensor's or Licensee's use of the Property or the exercise of the rights granted herein.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate

Initial (_____)/(_____)
Licensor/Licensee

Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

(a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.

(b) The abandonment or vacating of the Property by Licensee.

(c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.

(d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency applicable to Licensee's activities under this Agreement.

(e) Any attempt to exclude Licensor from the licensed premises.

(f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.

(g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

(h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.

(i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

Initial (_____)/(_____)
Licensor/Licensee

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S), THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 32 SHALL EXPRSSLY SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

Initial (_____)/(_____)
Licensor/Licensee

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not

Initial (_____)/(_____)
Licensor/Licensee

limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. Notices: All notices required to be given by either party shall be made in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party. Notices shall be addressed as follows:

To Licensor: Southern California Edison Company
Vegetation & Land Management
Land Management – Metro Region West
2 Innovation Way
Pomona, CA 91768
Email: landuse@sce.com

To Licensee: City of South Gate
8650 California Avenue
South Gate, CA 90280
Email: gderas@sogae.org

Business Telephone No. (323) 563-9576

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. Any appendices, addenda and exhibits attached hereto are incorporated herein and made an integral part hereof. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing

Initial (_____)/(_____)
Licensor/Licensee

executed by both parties. In case any provision in this Agreement shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By_____

NICOLE ROSENTHAL
Real Estate Specialist
Land Management – Metro Region West
Vegetation & Land Managment

_____
Date

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

LICENSEE:

CITY OF SOUTH GATE

APPROVED AS TO FORM:

By_____
Gil Hurtado, City Mayor

By:_____
Raúl F. Salinas, City Attorney

_____
Date

Initial (_____)/(_____)
Licensor/Licensee

APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval *prior to the start of any construction on* "Licensor" *property*.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot-wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames, and poles
    c. 100-foot radius around dead-end tower legs, H-Frames, and poles
    d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shade structures must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer
    d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

Initial (_____)/(_____)
Licensor/Licensee

SHADEHOUSES/HOTHOUSES

(Definition: A simple, non-flammable, enclosed structure designed to control temperature ***without*** *the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot-wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames, and poles
    c. 100-foot radius around dead-end tower legs, H-Frames, and poles
    d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shadehouses/hothouses must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer
    d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipes must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot-wide access roads
    b. 50 -foot radius around suspension tower legs, H-Frames, and poles

Initial (_____)/(_____)
Licensor/Licensee

c. 100-foot radius around dead-end tower legs, H-Frames, and poles

4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
5. Suitable identification markers will be required on main controllers and valves
6. Locations of main shut off valve will be provided and shown on a plot plan
7. Underground facilities must have a minimum cover of three feet
8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the area directly located under the outer circumference of the overhead conductors, which is commonly known as the "drip line."
2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
3. Placement of large rocks (boulders) must be approved in writing by Licensor
4. Any mounds or change of grade must be approved in writing by Licensor
5. No cactus or thorny shrubs will be permitted
6. Retaining walls, planters, etc. may be considered on a case-by-case basis and must be approved in writing by Licensor
7. No crushed or freshly laid asphalt will be permitted

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

a. Must have axles and wheel and be able to be moved
b. Maximum length: 40 feet
c. Maximum height: 15 feet
d. Maximum width: 12 feet

2. No trailers will be permitted within the following areas reserved for Licensor's access:
   a. Within 2 feet from edge of 16-foot-wide access roads
   b. 50-foot radius around suspension tower legs, H-Frames, and poles
   c. 100-foot radius around dead-end tower legs, H-Frames, and poles
   d. 25-foot radius around anchors/guy wires, poles, and wood poles

Initial (_____)/(_____)
Licensor/Licensee

e. Under or within 10 feet of the conductor "drip lines"

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
   a. Within 2 feet from edge of 16-foot-wide access roads
   b. 50 - foot radius around suspension tower legs, H-Frames, and poles
   c. 100 - foot radius around dead-end tower legs, H-Frames, and poles
   d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

Initial (_____)/(_____)
Licensor/Licensee

ADDENDUM

PARKING

A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.

B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.

C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.

D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.

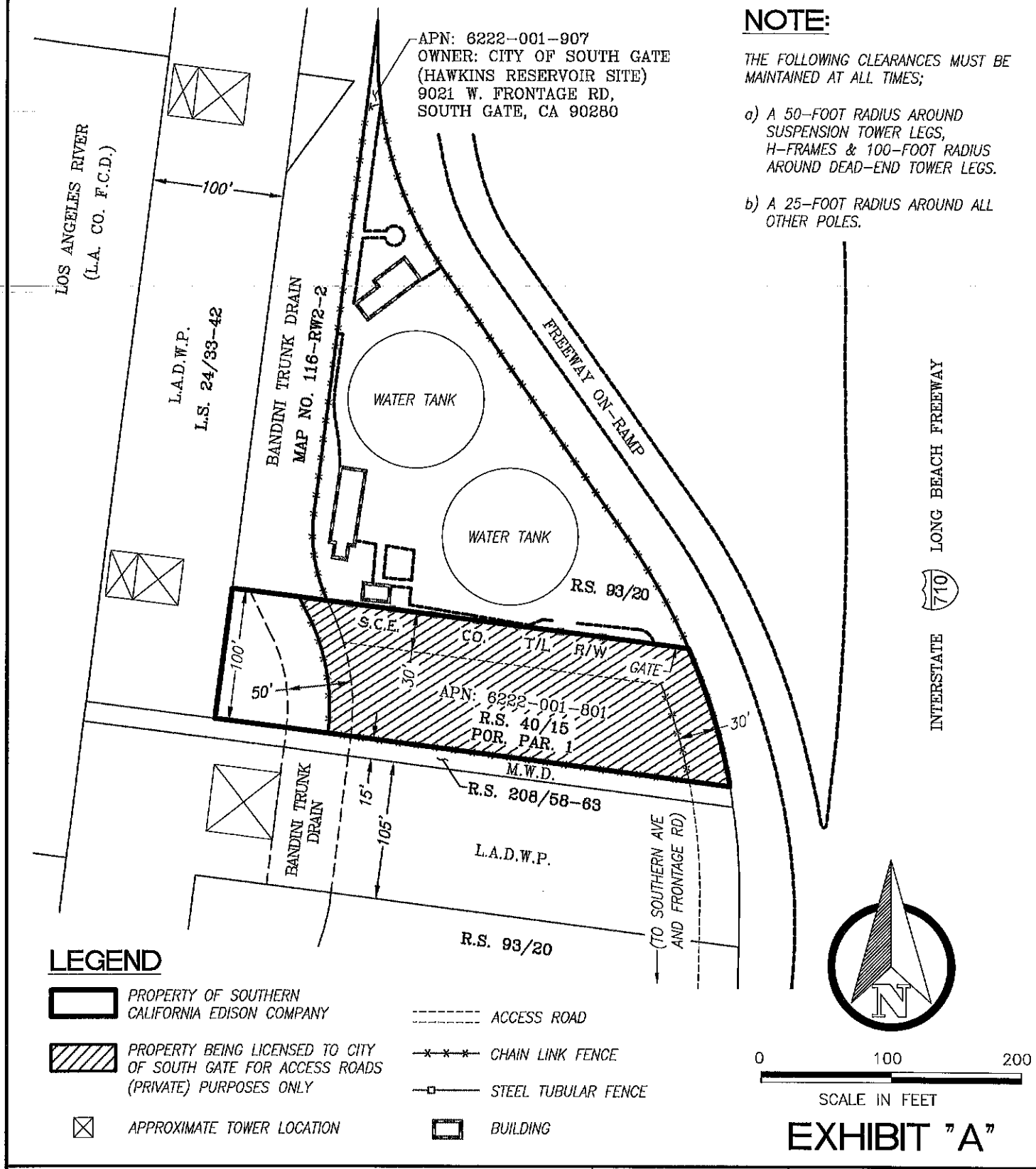
E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.

F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.

G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.

H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

Initial (_____)/(_____)
Licensor/Licensee



NOTE:

THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

a) A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.

b) A 25-FOOT RADIUS AROUND ALL OTHER POLES.

LEGEND

- PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY
- PROPERTY BEING LICENSED TO CITY OF SOUTH GATE FOR ACCESS ROADS (PRIVATE) PURPOSES ONLY
- APPROXIMATE TOWER LOCATION
- ACCESS ROAD
- CHAIN LINK FENCE
- STEEL TUBULAR FENCE
- BUILDING

EXHIBIT "A"

FACILITY NAME: DONALD 05205 12KV STEWART T/L R/W		LICENSED AREA (GROSS)	SQ.FT.: 30,277	AC.: 0.70
LICENSEE: CITY OF SOUTH GATE		CONTRACT NO.: 9.8335	ACCOUNT NO.: N/A	
CITY: SOUTH GATE	COUNTY: LOS ANGELES	STATE: CA	T.G.: 705/F4	M.S.: 050-086
APN.(S): 6222-001-801		SCE DOCUMENT NO.: 112305/001		
SCE FIM MAP: 093-4236-0	SCE LAND BOOK: N/A	REF: 2022/9.8231.DWG		
R.P. LAND AGENT: N. ROSENTHAL	SURVEY MAPPING: R. HERNANDEZ	CHECKED BY: R. WADDELL		
ORDER NO.: 802225497	NOT. NO.: 204134780	DATE: 05/21/2024	FILE NAME: 9.8335.DWG	

SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

5/21/2024 7:47 AM, \\SCE\WORKGROUP\CRE\REO-SURVEY\LEASE & LICENSE EXHIBITS\2024\SCE\9.8335_CITY OF SOUTH GATE\CAD_2019\9.8335.DWG

Attachment B

Acct Number 9000000008231 (9,8231)

TEMPORARY ENTRY PERMIT

Permission is given to City of South Gate (Permittee) to enter upon Southern California Edison's (SCE) property located at Southern Ave. and Frontage Rd., on Assessor Parcel Number 6222-001-801, in the City of South Gate, County of Los Angeles, State of California (Premises) as shown on the attached Exhibit "A".

PURPOSE: Access
Permittees use of the Premises for any purpose other than identified in accordance with this Permit, shall be grounds for immediate termination of this Permit as determined by SCE in its sole discretion.

TERM: Commencing December 1, 2022 Ending May 31, 2023

SUBJECT TO: All licenses, covenants, conditions, restrictions, reservations, rights and easements, and/or any other encumbrances on the property, whether of record or not.

INDEMNIFICATION/INSURANCE: Permittee agrees, for itself, and for its and their agents and employees and any person or persons claiming under the Permittee, to save harmless and indemnify SCE, its successors and assigns, and its and their officers, agents, employees, tenants, licensees and Permittees from and against all claims, demands, loss, damage, actions, causes of action, expense and/or liability arising or growing out of loss of or damage to property including the property of SCE, its successors and assigns, and its and their officers, agents, employees, tenants, licensees, and Permittees or injury to or death of persons resulting in any manner, directly or indirectly, from the maintenance, use, operation, repair or presence of said use. Permittee further agrees to insure its liabilities, which may arise from its activities hereunder by the purchase of:

(a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than $1,000,000 each accident, disease/each employee, and disease/policy limit. Permittee shall require its insurer to waive all rights of subrogation against SCE, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of SCE.

(b) Commercial General Liability insurance, including contractual liability and products liability, with limits not less than $1,000,000 per occurrence. Such insurance shall: (i) name SCE, its officers, agents and employees as additional insureds, but only for Permittee's acts or omissions; (ii) be primary for all purposes (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against SCE, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of SCE.

(c) Commercial Automobile Liability insurance with a combined single limit of $1,000,000. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Premises.

Permittee shall provide SCE with proof of such insurance by submission of certificates of insurance at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to insurance renewal. Such insurance shall not be canceled nor allowed to expire, nor be materially reduced, without thirty days prior written notice to SCE, ten days for non-payment of premium. The required insurance policies shall be maintained with insurers reasonably satisfactory to SCE, and shall be primary and non-contributory with any insurance or self-insurance maintained by SCE.

Self-Insurance: Permittee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to SCE. Access use is an approved Secondary Use Category; Permittee may submit written verification of self-insurance to meet the above insurance requirements.

WARRANTY: It is expressly understood and agreed that Permittee takes the Premises as is, and that SCE makes no representation, covenant, warranty or promise that the said Premises are fit for any particular use for which this Permit was entered, into and Permittee has not relied on any such representation, covenant, warranty or promise.

FEE: One Thousand Thirty-Three Dollars and 28/100 ($1033.28)

ASSIGNMENT: This permit is for the sole use and privilege of Permittee and cannot be assigned or transferred. Any attempt to do so may render this permit voidable at SCE's discretion.

TERMINATION: This permit is revocable immediately at the sole option and discretion of SCE, and the Permittee agrees to peaceably surrender the Premises upon written or oral demand by SCE or its authorized representative.

AUTHORITY: This permit is issued subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. Permittee agrees to comply with all applicable federal, state, and local laws, permitting, and regulations.

INTENTIONALLY LEFT BLANK

RESTRICTIONS:

1. Permittee agrees (a) that any equipment used on or adjacent to the Premises (provided said equipment has been approved hereunder) shall be used so as to maintain a minimum clearance of thirty (30) feet from overhead electrical conductors, (b) to maintain the following structure clearances: fifty (50) feet from towers and steel poles, one hundred (100) feet from dead-end towers/poles, twenty-five (25) feet from wood poles and light weight steel poles, and ten (10) feet from anchors/guy wires/guy poles, (c) that no trees are permitted under the overhead electrical conductors or within twenty (20) feet of the "drip line" of the conductors and any tree on the Premises must be maintained to not exceed 15 feet in height.
2. Permittee shall provide SCE with adequate access to all of SCE's facilities and at no time is there to be any interference with the free movement of SCE's equipment and materials. Permittee understands that at any time, SCE may access the Premises to inspect, operate, maintain, replace, and wash its facilities.
3. Permittee may be required to provide and maintain access roads on the Premises, with a minimum usable width of sixteen (16) feet and a curve radius of not less than fifty (50) feet.
4. Permittee will not repair or refuel, or permit to be repaired or refueled, any vehicles or mechanized equipment within the Premises. Permittee further agrees not to park or store any motor vehicles nor to allow the parking or storage of any motor vehicles directly underneath or within ten (10) feet of the "drip line" of any overhead electrical conductors.
5. Permittee agrees to close and lock all gates at end of workday and during nonuse of the Premises, any time leaving the Premises unattended, and at any time where the access gate is out of sight. Additional requirements for securing the Premises may be required by SCE, at the Permittees sole cost and expense.
6. SCE may require Permittee to implement certain safety measures or mitigations as a condition to this Permit, at the sole cost and expense of the Permittee, including but not limited to, providing onsite security, k-rails, and adhering to grounding standards designed by a licensed electrical engineer and installed by a licensed general contractor.
7. Permittee agrees to maintain the Premises in a condition satisfactory to SCE, at the sole cost and expense of the Permittee, including but not limited to, keeping the Premises clean, free from weeds, brush, rubbish, and debris, and repair of any fence or gate damaged during the term of this Permit following the fencing standards approved by SCE.
8. No buildings, structures, or accumulation of flammable or combustible materials or explosives shall be permitted on the Premises. No storage of gasoline, diesel, propane, or any other type of fuel will be permitted on the Premises.
9. Upon termination of this permit the Permittee agrees to restore the Premises to a condition in which it existed prior to Permittee's use of the Premises in a manner satisfactory to SCE.
10. Permittee shall not engage in, or permit any other party to engage in, any activity on the Premises that violates any federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste ("Hazardous Materials"), including but not limited to, the importing of foreign soils, crushed asphalt and other oil products. Permittee shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to disclosure of Hazardous Materials. Permittee shall comply with all applicable federal, state, or local laws, rules, and regulations pertaining to the storage and/or discharge of Hazardous Materials. Permittee shall indemnify and hold SCE, its directors, officers, agents and employees and its successors and assigns harmless from any and all claims, loss, damage, actions, causes of actions, expenses and/or liability arising from leaks of, spills of, releases of, and/or contamination by or from Hazardous Materials as defined by applicable laws, rules or regulations, which arise during or after the Permit term, and are attributable to the actions of, or failure to act by, Permittee or any person claiming under Permittee.
11. There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

    While some 30 years of research have not yet established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international

research program. However, potentially important health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Permittee plans to use or otherwise enter SCE's property that is in close proximity to SCE's electric facilities, SCE wants to share with Permittee and those who may enter the Premises under this Permit, the information available about EMF. Accordingly, SCE has attached to this document a brochure that explains some basic facts about EMF and that describes SCE's policy on EMF. SCE also encourages Permittee to obtain other information as needed to assist in understanding the EMF issues with respect to the planned use of the Premises.

12. Permittee, their contractors, and employees must have in their possession at all times a copy of this Temporary Entry Permit while on the Premises.

Permittee's Initials: CJ

SPECIAL CONDITION(S):

The Permittee is aware of the Covid-19 pandemic and related governmental orders, directives and guidelines (collectively "directives"), including directives for frequent hand washing, social distancing and use of face masks in public locations.

The Permittee is aware that its activities on Southern California Edison Company (SCE) fee owned property are occurring in a public location during the Covid-19 pandemic where the Permittee along with any of its invitees (including patrons or users of services offered by the Permittee) may be exposed to Covid-19 despite social distancing and other measures being taken.

Permittee has been formally advised of the risks associated with Covid-19 infection which have resulted in hospitalizations, physical injuries, and death.

Therefore, Permittee confirms that it is voluntarily utilizing SCE fee owned property with knowledge of the dangers involved and agrees to assume any and all risks of bodily injury or death attributable to Covid-19 infection arising out of Permittee's activities on the property.

SIGNATURE AUTHORITY: Each of the persons executing this Permit warrants and represents that he or she has the full and complete authority to enter into this Permit on behalf of the Party for which he or she is signing, and to bind said Party to the permits, agreements, covenants and terms contained herein.

I have read and understand and agree to comply with all of the above conditions.

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company

DocuSigned by:
Frank Ortiz
80C6F0FEB8FD4D1...

FRANK ORTIZ
Real Estate Specialist
Vegetation & Land Management
2 Innovation Way, 2nd Floor
Pomona, CA 91768

Date: 12/13/2022

CITY OF SOUTH GATE
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280
(323) 563-9576

Permittee Signature

Printed Name: CHRIS JEFFERS,
CITY MANAGER

Date: 12/13/2022

ATTESTED:

YODIT GLAZE, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

RAUL F. SALINAS, CITY ATTORNEY

Form SCE 22-20 Rev. 1/23/18
(Prior Rev. 9/26/16; 7/13/15; 9/21/12; 2/23/07)
DF 10/07/2022

Attachment C

City of South Gate **Item No. 7**

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**

Originating Department: **Police**

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

SUBJECT: VEHICLE TOWING AND STORAGE FRANCHISE AGREEMENT

PURPOSE: To approve an Agreement with Mr. C's Towing of South Gate, Inc., for vehicle towing and storage services.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving an Agreement with Mr. C's Towing of South Gate, Inc. ("Mr. C's"), for tow and storage services for a five-year term, with a City option for two, one-year extensions; and
b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact associated with this agreement's approval. The City of South Gate ("City") will continue to work with Mr. C's under the current framework, where towing services generate revenue through fees assessed directly to the vehicle owners. This structure minimizes financial risk to the City and ensures that the service users appropriately bear costs.

ANALYSIS: On December 23, 2012, the City entered into an Agreement (Contract No. 3396) for towing and storage services with Mr. C's. This five-year contract was extended for a term of two years on November 28, 2017, to be made effective December 23, 2017, through and including December 31, 2019.

On August 27, 2019, the City agreed to extend the agreement's terms an additional (5 years), through and including December 31, 2024, when this current agreement, Contract No. 3396, is set to expire.

In anticipation of the expiration Contract No 3396, a Request for Proposal for Tow and Storage Services ("RFP") was published on July 15, 2024, with a proposal submission deadline of August 15, 2024. Electronic copies of the RFP were posted on the City's website, and the notice inviting bids was published on the City's webpage. At the close date, there was only one (1) bid submitted to the City Clerk on or before the published deadline, which was the current contractor, Mr. C's.

An ad hoc committee ("Committee") consisting of Sgt. Thoreson, Sgt. Cancio and Lt. Chavez of the Police Department were formed to review the bids submitted by the bidders, conduct interviews with the bidders, review the site inspection reports, and provide recommendations. On Thursday, August 23, 2024, the Committee met to open and review the proposal received by the City Clerk to ensure the proposals met the baseline (minimum) standards as published in the RFP.

On Friday, August 24, 2024, the Committee conducted an onsite interview and inspection of the primary storage facilities of Mr. C's.

The Committee unanimously agreed that Mr. C's has met the needs of the City as a whole based on the following qualitative factors:

- Extensive experience with providing similar services to other local cities
- Quality of the response to the RFP
- Demonstrated a high level of community engagement
- Proven track record with Mr. C's as the current Towing Services Provider

BACKGROUND: The City requires towing and storage services in connection with vehicles that are determined to be a public nuisance pursuant to Section 6.54.010 (Authorization), of Chapter 6.54 (Abatement and Removal of Vehicles), of Title 6 (Health and Sanitation), of the South Gate Municipal Code. Towing and storage services are also necessary whenever the South Gate Police Department determines a vehicle to be in violation of state and local laws related to parking, traffic, and law enforcement, including Section 8.02.010 (Purpose), Chapter 8.02 (General Provisions) of Title 8 (Traffic), of the Municipal Code.

The City depends on a responsible tow company willing to provide qualified tow and storage services. Based on the Committee's assessment, Mr. C's has demonstrated managerial and operating personnel and facilities and equipment necessary to provide the required vehicle towing and storage services under the terms and conditions required by the Agreement. Mr. C's has consistently provided professional tow and storage services to the City for 22 years and has demonstrated a commitment civic events, City programs, and projects that contribute to an increased quality of life for this community.

ATTACHMENTS: A. Proposed Contract
B. Mr. C's Towing Inc. RFP Proposal
C. SGPD Recommendation Staff Report

CITY OF SOUTH GATE
TOWING AND STORAGE FRANCHISE AGREEMENT

This Towing and Storage Franchise Agreement ("Agreement") is made and entered into as of September 24, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Mr. C's Towing of South Gate, Inc., a California Corporation ("Contractor").

RECITALS

This Agreement is made with reference to the following facts:

A. The City requires, from time to time, towing and storage services in connection with vehicles which have been determined to be a public nuisance pursuant to Title 6 of the South Gate Municipal Code, or which are in violation of statutes and ordinances relating to parking, traffic, and law enforcement, including without limitation, Title 8 of the South Gate Municipal Code. Those services shall include, but will not be limited to, responding to locations of police emergency situations when requested for the purpose of removing vehicles that are apparently abandoned or involved in an accident; or which constitute an obstruction of traffic because of: (1) mechanical failure; (2) vehicles determined to be public nuisances or in violation of statutes and ordinances relating to parking, traffic, and law enforcement; (3) accident or roadway clean up; or (4) tow services for City-owned vehicles at no cost to the City (hereinafter collectively referred to as the "Services").

B. Contractor represents that it has the managerial and operating personnel, facilities, and equipment necessary to provide the required Services to the City on the terms and conditions hereinafter set forth.

C. In 2024, the City issued and implemented a request for qualifications for the Services ("RFQ"). Contractor submitted a responsive statement of qualifications, and the City selected Contractor as a provider of the Services commencing January 1, 2025. The 2025 agreement provided for a term of five (5) years and allowed an option at the City's discretion for two (2) one (1) year extensions thereof.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

I. PARTIES, TERM AND SCOPE OF SERVICES

Section 101. Parties to the Agreement.

The parties to this Agreement are:

A. The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280-3075.

B. Mr. C's Towing of South Gate, Inc., a California Corporation, at 4421 Mason Street, South Gate, California 90280-3075.

Section 102. Representatives of the Parties and Service of Notices.

The representatives of the respective parties who are authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given, are as follows:

A. The representative of the City shall be:

Chief of Police
CITY OF SOUTH GATE
8620 California Avenue
South Gate, California 90280

With a copy to:

City Manager
City Clerk
CITY OF SOUTH GATE
8650 California Avenue
South Gate, California 90280

B. The representative of Contractor shall be:

Jerry Brown, General Manager
Mr. C's Towing of South Gate, Inc., a California Corporation
4421 Mason Street
South Gate, California 90280

C. Formal notices, demands, and communication to be given hereunder by either party shall be made in writing and may be by personal delivery or by first class U.S. mail, postage prepaid.

D. If the name of the representative designated to receive the notices, demands, or communications for the parties or the address to which notice shall be given is changed, written notice of such change shall be given to the other party within (10) calendar days of said change.

Section 103. Term of Franchise Agreement

A. Contractor acknowledges and confirms that the City may, in its sole discretion, enter into agreements with other providers of the Services that are the subject of this Agreement. In that regard, nothing contained in this Agreement shall be deemed, construed, or interpreted to give Contractor an express or implied exclusive right to provide the Services to the City, whether of the same or substantially similar type or nature of Services or otherwise.

B. The term of this Agreement shall be for five (5) years, commencing on January 1, 2025, through and including December 31, 2029, and allow an option at the City's discretion for two (2) one (1) year extensions thereof.

C. Performance under this Agreement shall not commence until Contractor has obtained the City's written approval of the insurance required in Section 401.

D. If Contractor does not have a tow yard within the City's boundaries, Contractor shall use best efforts to locate and open a tow yard within six (6) months from the commencement of the Agreement.

Section 104. Termination for Convenience

A. The City may, at its sole option and discretion, terminate this Agreement for convenience by giving Contractor thirty (30) days' written notice thereof in accordance with Section 102. C herein. The contractor agrees and acknowledges that it shall continue to provide the Services to the City during the thirty (30) day notice period described in this Section 104. A.

Section 105. Termination for Cause

This Agreement may be terminated for cause by either party upon the occurrence of any of the following:

A. Failure to Perform or Material Breach. There shall be a substantial failure to perform or material breach of the Agreement by the other party with respect to one or more of its obligations hereunder, which failure to perform or material breach shall not have been cured within ten (10) calendar days after written notice specifying the nature of such failure to perform or material breach.

B. Bankruptcy. Should either party here file a voluntary petition in bankruptcy, or be declared insolvent, or execute an assignment for the benefit of creditors, or should an involuntary petition in bankruptcy be filed, or should a receiver or trustee be appointed by any court or government agency to administer the affairs and assets of such party, then and in that event, the other party hereto may, at its option, terminate this Agreement by giving the first party, or its legal representative, written notice of its election to so terminate, effective immediately on the date of such notice, or any date thereafter selected by the party electing to terminate.

C. Dissolution. Upon the dissolution of either party, this Agreement shall automatically terminate.

Section 106. Termination for Acts of Moral Turpitude

A. This Agreement may be immediately terminated by the City at its sole option in the event that the City acquires information or knowledge which causes the City to have a reasonable belief that Contractor has: (1) committed a crime of moral turpitude including but not limited to embezzlement, fraud or commission of any other felony, or a misdemeanor involving acts of dishonesty, or (2) engaged in actions or conduct that has caused adverse effects on the reputation of the City, and/or the City's relationships with its citizens or members of the general public.

B. The City shall give Contractor notice of termination of the Agreement in accordance

with Section 102. C herein. Termination of this Agreement under Section 106 hereof shall be effective as of the date of service of the Notice of Termination as set forth in Section 102. C.

Section 107. Scope of Services

A. City hereby engages Contractor, and Contractor accepts such engagement, as a provider of the Services for those vehicles which are generally described in Paragraph A. of the Recitals of this Agreement. Contractor shall perform the Services in a prompt, efficient, and orderly manner following notification by the City's representative, as designated in Section 102. A, above, or by any other authorized officer or employee of the City.

B. Contractor shall provide the Services for all vehicles registered to the City, within a fifty (50) miles radius of the City limits, at no charge to the City. The Services shall be provided by Contractor at all times (24/7/365), including weekends and holidays. The Services shall include, but are not limited to, tire changes, battery jump starts, and towing of inoperable vehicles.

C. For the first fifteen (15) days of an evidentiary hold of a vehicle which belongs to a victim of a crime, Contractor shall not charge any storage fees for this period of time.

D. Contractor acknowledges there are some situations when City/Police must go outside the City limits to make arrest(s) or for investigative purposes. Contractor agrees to respond to all City/Police requests within the City and outside City limits.

E. If requested, Contractor shall grant periodic requests to utilize its facilities for City/Police Training Units.

II. DUTIES AND POWERS OF THE CITY

Section 201. Chief of Police

The Chief of Police or his designee shall be responsible for the administration of this Agreement. The Chief of Police or his designee is authorized to issue to Contractor directives concerning policies and procedures to be implemented in connection with the towing and storage of vehicles. All policies and procedures shall not be in conflict with any policy or procedure specified in this Agreement and must apply equally to all City tow and storage Contractors. In the event of a dispute between the parties as to the nature and extent of the services to be performed hereunder, or the level and manner of performance, the dispute shall be referred to the Chief of Police or his designee, and then; if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.

III. DUTIES AND POWERS OF CONTRACTOR

Section 301. Independent Contractor Status

The parties agree that the performance of Contractor's Services hereunder shall be in the capacity of an independent contractor and that no officers, agents, employees, or subcontractors

of Contractor have been, are, or shall be employees of the City by virtue of this Agreement. Contractor shall so inform each individual or entity which is hired, retained or engaged to perform any services under this Agreement.

Section 302. Rates, Fees and Charges

A. Franchise Fee. Contractor shall agree to pay an annual Franchise Fee in the amount of $10,000.00 per year for a total of $50,000.00 during the course of the 5-year term of Agreement. Payable as follows: $10,000.00 upon the execution of this Agreement, on or before January 1, 2025. If that day falls on a holiday, payment will be due on the next business day.

1. Commencing in year 2 of the Agreement and continuing through the term of the Agreement, Contractor shall pay to the City the annual $10,000 fee shall be paid in monthly increments of $833.33 and shall be due on the 10th day of each month.

2. In addition, Contractor shall pay to the City, on a monthly basis, an amount equal to fifteen percent (15%) of Contractor's gross income for all towing and storage services as a monthly Franchise Fee. Said Franchise Fee shall be paid no later than the 10th calendar day of each month for the gross income collected in the month immediately preceding.

3. Contractor shall keep accurate records of all Gross Receipts as a result of business conducted under the Agreement. Such records shall be available for audit by the City or an outside auditing firm contracted by the City. Failure to provide all Gross Receipts within 20 business days shall constitute cause for termination of the Agreement. All records shall be maintained for a minimum of 5 years.

B. Administration Fee. Contractor agrees to pay the City Forty-five dollars ($45.00) for every vehicle hooked up to a tow vehicle within the City, which requires the submission of a CHP 180 form, whether by request of the City Police or a private party; or for any private property Impound within the City of South Gate. This said fee will be passed on to the vehicle owner and then sent to the City by the 10th calendar day of each month. Contractor must pay said fee regardless of whether payment is received from the vehicle owner.

C. Late Payment Charges. Franchise Fees and Administrative Fees as described herein (the "Fees") shall be deemed timely paid only if delivered or postmarked on or before the due date. If the Fees are not timely paid by the thirtieth (30) calendar day following the month in which the Fees were generated by the Contractor, Contractor shall be subject to Termination for Cause under this Agreement and/or to any other charges which may be established and assessed by the City, including, but without limitation, a late payment charge equal to one and one-half percent (1.5%) per month of the unpaid balance of Fees due and owing for each month, or portion thereof, that the Fees remain unpaid. Failure to tender the unpaid balance within ten (10) calendar days of receiving written notice that any outstanding balances is past due may, in the sole discretion of the City, result in the immediate termination of the Contract.

D. No City Liability. City shall have no responsibility or liability to Contractor for payment of any costs, charges, or expenses incurred by Contractor for towing or storing any vehicles pursuant to the terms of this Agreement. Contractor shall have the right to salvage vehicles pursuant to this Agreement, subject to compliance with all applicable statutes and regulations.

E. Fee Limits and Posting. The rates, fees, and charges imposed by Contractor for towing or storing any vehicles pursuant to the terms of this Agreement shall be as follows:

SGPD	TOW FEE	$240.00	Under 1 Ton, Over 1 Ton & Over 20'
SGPD	STORAGE FEE	$75.00	Under 1 Ton, Over 1 Ton & Over 20'
SGPD	HEAVY TOW FEE	$300.00	Over 1 Ton & Over 41'
SGPD	HEAVY STORAGE FEE	$90.00	HD vehicles, whether inside or outside
SGPD	ADMINISTRATION FEE	$45.00	City of South Gate

All standard service calls such as, but not limited to, tire change, dollying, winching, loading and unloading, clean-up, lock-out service, and/or fuel delivery service shall be subject to a Forty-Five Dollars ($45.00) per hour service fee. In addition, the After Hour gate fee (after 7:00 p.m. Monday through Sunday) shall be charged in the amount of Eighty-five Dollars ($85.00) per vehicle release.

Said rates, fees, and charges shall apply equally to any additional towing and storage Contractors with whom the City enters into a contract with to provide Services in the future. In addition, such rates, fees, and charges shall be subject to review and modification on the first day of each calendar year by the Chief of Police or his designee. Such rates, fees, and charges shall be posted in a conspicuous location at Contractor's place of business and may be collected by Contractor from a vehicle owner or property owner at the time he or she receives service or desires to affect the release of the vehicle from Contractor's storage facilities.

F. Resolution of Disputes. Should there be any dispute between Contractor and a vehicle owner or property owner over rates, fees, and charges imposed for services rendered under this Agreement, such dispute shall be decided by the Chief of Police or his designee, and Contractor shall make no demands upon the vehicle owner or property owner for a sum in excess of the amount determined to be reasonable by the Chief of Police or his designee. The Chief of Police or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.

Section 303. Regulations

Contractor shall comply with all state statutes and local ordinances, shall make all reports required by the Vehicle Code of the State of California, and shall follow all reasonable rules and regulations which the Chief of Police of the City or his designee may from time to time prescribe governing the conduct of Contractor's operations under this Agreement. Said rules and regulations shall be in writing and apply equally to all City towing and storage Contractors. The "Rules and Regulations" applicable upon the effective date of this Agreement are attached hereto as Exhibit A and incorporated herein by this reference.

FAILURE OF CONTRACTOR TO COMPLY WITH THE RULES AND REGULATIONS SHALL CONSTITUTE CAUSE FOR TERMINATION OF THIS FRANCHISE AGREEMENT.

Section 304. Record Keeping and Reporting

Contractor shall keep records on all vehicles handled by Contractor pursuant to this Agreement as set out in Article VI B of Attachment A. Reports containing said records shall be submitted for each month no later than the 15th day of the following month. Said reports shall be submitted to the Chief of Police or his designee in writing and on an external computer drive or sent by e-mail using a spreadsheet program acceptable to the Chief of Police or his designee. The Chief of Police or his designee may conduct periodic audits of Contractor's records. Should there be any dispute between Contractor and the City relating to the records and fees paid, such dispute shall be referred to the Chief of Police or his designee, and then, if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if either party to the dispute so requests.

IV. GENERAL TERMS AND CONDITIONS

Section 401. Insurance

A. Liability Insurance. Contractor shall obtain and maintain in force at all times during the term of this Agreement, the following insurance coverage:

1. Garage liability insurance with minimum limits of liability of One Million Dollars ($1,000,000) combined single limit coverage against any injury, death, loss, or damage due to any wrongful or negligent acts or omissions by Contractor, subcontractor, and/or his employees.

2. Automobile liability insurance covering all vehicles used by Contractor to fulfill this Agreement, with minimum limits of liability of One Million Dollars ($1,000,000) combined single limit coverage against any injury, death, loss, or damage due to wrongful or negligent acts or omissions by Contractor and/or his employee and/or subcontractors.

3. "On-Hook" liability insurance with minimum limits of Twenty-Five Thousand Dollars ($25,000).

4. Garage keeper's liability insurance with minimum limits of Two Hundred Thousand Dollars ($200,000) combined single limit coverage.

All insurance required hereunder shall be issued by a company rated "A" or better in Best's Kay Rating Guide and authorized to transact business in the State of California as an admitted surety insurer.

B. Certificate of Insurance. Contractor shall not commence performance under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the City. Contractor shall furnish to the City certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Said certificates shall name as additional insureds the City and its officers, employees, and agents and shall specify or be endorsed to provide that thirty (30) days notice must be given of any pending change in the limits of liability or of any cancellation or modification of the policy. Said certificates shall further provide that the insurance afforded thereby to the City and its officers, agents, and employees shall be primary insurance to the full limits of liability of the policy and that if the City, or its officers, agents, and employees, have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

C. Workers' Compensation & Employer's Liability Insurance. Throughout the term of this Agreement, Contractor shall obtain and maintain Workers' Compensation and employer's liability insurance. The minimum limits for the Workers' Compensation shall be governed by California statute, and the minimum limits for the employer's liability insurance shall be One Million Dollars ($1,000,000).

D. Failure to Provide Insurance. Notwithstanding Section 104, the City may, without prior notice, immediately suspend or terminate this Agreement if, at any time, the Contractor fails to provide or maintain the insurance required hereunder.

E. Increase in Coverage. Nothing contained in this section shall be deemed to preclude the City, after consultation with other law enforcement agencies, from requiring Contractor to increase the amounts of insurance coverage specified herein or to obtain and maintain other types of insurance coverage, in order to protect the interests of the City and its vehicle owners and operators. Contractor shall comply with such new or additional requirements within a reasonable time after receipt of City's written request.

Section 402. Indemnification

Contractor shall undertake and agree to defend, indemnify, and hold harmless the City, its elective and appointed boards, officers, agents, assigns, and successors in interest from and against all suits, and causes of action, claims, losses, demands, and expenses, including but not limited to, attorneys' fees and costs of litigation and investigation in order to defend against any damage or liability of any nature whatsoever; for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of any third party, arising in any manner by reason of, or in incident to, the performance of service under this Agreement on the part of Contractor, or Contractor's officers, agents; servants, employees or subcontractors.

Section 403. Non-Discrimination

A. In the performance of this Agreement, Contractor shall not discriminate against any

member of the public, employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap, or age. Contractor will take affirmative action to ensure that members of the public are served, subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap, or age.

B. The provisions of Section 403. A, above, shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Contractor and its subcontractors for purposes of determining compliance with the fair employment and non-discrimination provisions of this Section.

Section 404. Permits and Licenses

Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the conduct of Contractor's activities and for the provision of services hereunder, including a business license issued by the City.

Section 405. Conflict of Interest

The parties agree that, to their knowledge, no member of the City Council, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in other business of Contractor, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict of interest under applicable laws. Contractor covenants that it has, at the time of execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner with that performance of services required hereunder. Contractor further covenants that, in the performance of the services hereunder, no person having any such interest shall be engaged or employed.

Section 406. Resolution of Disputes

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. Thereafter, any dispute or controversy arising under this Agreement, including a dispute regarding the amount of fees, shall be determined and settled by binding arbitration in Los Angeles County under the rules of the Judicial Arbitration and Mediation Services (JAMS). Judgment on the award may be entered by any Court having competent jurisdiction.

B. Disputes regarding the precipitating cause for any removal, seizure, or impound of a vehicle directed by the Police Department shall, to the extent feasible, be resolved by the Police Department Station Commander pursuant to Division 11, Chapter 10 of the Vehicle Code commencing with Section 22650 thereof; provided, however, that this

procedure shall not apply to removal of vehicles pursuant to Sections 22660 through 2668, inclusive, and Sections 22655, 22658, or 22710 of the Vehicle Code. Unresolved disputes shall be referred to the attention of the Police Department Traffic Supervisor by the aggrieved party within ten (10) days after the disputed removal, seizure, or impound. A hearing shall be conducted by the City's Police Traffic Supervisor in accordance with the hearing rules established by the Police Department. Contractor shall abide by the decision rendered.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 407. Amendments

This Agreement supersedes all prior proposals, agreements and understandings between the parties and may not be modified or terminated orally, and no modification, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

Section 408. Governing Law

This Agreement shall be governed by the laws of the State of California.

Section 409. Enforceability

In case any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement or the validity or enforceability of such provision or portion thereof in any other jurisdiction; rather, this Agreement shall be reformed and deemed to be and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein or therein, and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted, in such jurisdiction.

[The remainder of this page left blank intentionally]

NOW, THEREFORE, THE PARTIES AGREE TO EACH OF THE TERMS SET FORTH ABOVE.

CITY OF SOUTH GATE:

By:_____
Gil Hurtado, Mayor

Dated:_____

ATTEST:

By:_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:_____
Raúl F. Salinas, City Attorney

MR. C's TOWING OF SOUTH GATE, INC.:

By:_____
Jerry Brown, General Manager

Dated:_____

EXHIBIT A
RULES AND REGULATIONS

The Rules and Regulations set forth below shall govern the conduct of Contractor's operations under the TOWING AND STORAGE FRANCHISE AGREEMENT ("Agreement") by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and Mr. C's Towing of South Gate, Inc., a California Corporation.

1. AVAILABILITY OF SERVICES

A. Towing services shall be available 24 hours a day, 7 days a week, 365 days a year.

B. Vehicles must be available for release from impound and storage 24 hours a day, 7 days a week, 365 days a year. Contractor must clearly mark its storage facility with a telephone number to call if release is requested after normal working hours.

C. Contractor shall respond to the location requested by the City within fifteen (15) minutes of receipt of a call from the City, as to Light Duty tows. As to Medium and Heavy-Duty tows (due to the oversized nature of the response units), Contractor shall respond to the location requested by the City within thirty (30) minutes of receipt of a call from the City. If Contractor is not able to respond within the aforementioned response time, it shall notify the City immediately advising the City of the expected time of arrival (ETA). If the ETA is unacceptable to the City, the City reserves the right to contact an alternate towing Contractor to provide the service.

D. Contractor shall have at least three (3) tow trucks available for service required by the City under this Agreement 24 hours a day, 7 days a week, 365 days a year.

E. Contractor may be requested periodically to provide deployment of additional trucks for special events such as DUI checkpoints, street fairs, and/or parades. Contractor shall have the capability, with or without the use of subcontractors, to provide tow service for two hundred (200) vehicles in a five (5) hour period for said special events. Such events will be coordinated with Contractor at least 24 hours in advance.

F. Contractor shall provide all roadside assistance, including, but not limited to, unlimited towing, lockout, roadside cleanup, and jump services for all City-owned vehicles within a 50-mile radius of the City limits, at no additional cost to the City.

II. IMPOUNDED VEHICLES

A. All impounded vehicles shall be stored in a building or in an area that is secure and enclosed by walls or fencing that is approved by the City. Contractor will maintain a secured facility or facilities equipped with 24-hour closed-circuit television surveillance, attendants on duty 24 hours a day, or another City approved means of security, as approved by the Chief of Police or his designee.

B. The entire storage facility, including but not limited to public access areas, must be illuminated to such a degree that clear visual observation of the facility may be made during the hours of darkness.

C. The storage facilities must be capable of holding a minimum of seventy-five (75) cars, with sufficient room to provide reasonable accessibility and to prevent damage.

D. Contractor shall not perform any work or services upon any impounded vehicle without first obtaining the owner's written consent to such work or services.

E. No contract or purchase order for repairs on an impounded vehicle shall be solicited or received by Contractor from an owner until the vehicle has been released by the Chief of Police or his designee.

F. Contractor shall safeguard all vehicles and other property placed in its possession pursuant to the Agreement. The indemnification set forth in section 402 shall be applicable to all claims or demands attributable to or arising out of Contractors possession, control, and handling of such vehicles and property.

G. The storage facility shall have one separate enclosed garage capable of holding a minimum of five (5) vehicles for vehicles that have been ordered impounded by the Police Department as a result of being involved in the commission of a crime or as evidence. Said enclosed garage shall be lockable, and the Police Department may have possession of the key to the garage. Vehicles stored in said garage shall not be removed from protective storage until released by the Chief of Police or his designee.

H. With the exception of private impounds, Contractor shall not remove any vehicle from the storage facilities without authorization from the Chief of Police or his designee.

III. RELEASE OF IMPOUNDED VEHICLE

A. Contractor shall release impounded vehicles only upon presentation of an official Police Department Release signed by an authorized officer of the City's Police Department.

B. Contractor shall ensure that personnel are available at all times of the day or night to release any vehicle impounded or stored on the premises.

C. Contractor shall advise the Records Bureau of the Police Department of all vehicles impounded by the Police Department and not released after thirty (30) days. Contractor shall identify such vehicles by year, make, model, color, license and vehicle identification number and shall comply with Section 10652 of the Vehicle Code by notifying the California Highway Patrol, Sacramento, California, by receipted mail.

D. If Contractor fails to give the notice referred to in Section 10652 of the Vehicle Code, the indemnification provisions of Section 402 of the Agreement shall apply to all claims, demands, or suits against the City attributable to or arising out of such failure.

E. Contractor will, at the request of the Chief of Police or his designee, release any vehicle from storage and/or impound at no cost to the registered owner or the City.

IV. CONTRACTOR'S TOW TRUCKS

A. Each tow truck shall be supplied with such forms as may be specified by the Chief of Police or his designee for the purpose of taking a complete inventory of the contents of any vehicle that is to be removed from the street or from public or private property when the vehicle

owner is not present. The operator of each tow truck shall complete the specified forms in accordance with instructions from the Chief of Police or his designee.

B. Contractor shall have available a minimum of three (3) standard tow trucks of one ton rating or greater with dual rear wheels and one flatbed tow vehicle for service provided under this Agreement to the City. In addition, Paragraph 1, Section D of this Agreement provides for the availability of at least 3 tow trucks at all times.

C. Contractor shall either have, or have access through a subcontractor, special towing equipment which is required to handle unique vehicles, such as classic or luxury automobiles, and specialized types of vehicles, such as motor homes, motorcycles, and forklifts.

D. Contractor shall either have or have access through a subcontractor to a tow vehicle capable of towing large trucks.

E. Contractor shall not employ converted pickup trucks or other vehicles not specifically designed by the manufacturer for towing other vehicles.

F. All vehicles used shall contain necessary communications equipment for radio transmissions and reception which comply with all FCC regulations and requirements. City frequencies shall not be used by Contractor, and all of the aforementioned equipment shall be purchased and maintained at Contractor's expense.

G. All vehicles shall be well maintained and neat in appearance and conform with the appearance guidelines set by the City Manager or the Chief of Police or either of their designees.

H. All tow vehicles shall have a cable winch of sufficient size and capacity to retrieve vehicles that may have gone over embankments or off-traveled portions of roadways into inaccessible locations.

I. All tow vehicles shall also have the capability to tow a boat or other trailered items.

J. Contractor is expected to possess the standard tools of the trade such as slim jim, dolly, etc.

K. All vehicles shall also conform to and be maintained according to the latest edition of the California Highway Patrol procedures.

L. Contractor's tow trucks shall be rated, at a minimum, at one-ton capacity, and each vehicle shall be equipped, operated, and maintained in compliance with Sections 24605, 25253, 25300, 27700, and 27907 of the Vehicle Code.

M. Contractor's tow trucks shall be inspected at least annually, and a copy of the inspection report shall be delivered to the Chief of Police or his designee. All disputes related to inspection reports shall be referred to the Chief of Police or his designee and then, if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.

N. "Official Police TOW' shall be clearly designated on all of Contractor's tow trucks in a form approved by the Chief of Police or his designee.

V. CONTRACTOR'S PERSONNEL

A. All tow truck driver personnel must possess the proper State of California Driver's License required to operate all vehicles and equipment required to be used in the performance of the contract.

B. Prior to engaging the services of any driver, Contractor shall provide to such driver copies of all applicable provisions of the Vehicle Code relating to vehicle towing and storage services and shall ascertain that such driver has read and understands said provisions. In addition, all tow truck driver personnel shall be thoroughly trained in the proper and safe use of all equipment used in doing the necessary work.

C. Contractor's business operations shall be conducted at all times in an orderly, ethical, and courteous manner, and Contractor shall use its best efforts to secure and maintain the confidence of vehicle owners and operators.

D. All tow truck driver personnel shall wear uniforms which bear the name of the individual and the towing company in a conspicuous place on the uniform. The form of the patch shall be approved by the Chief of Police or his designee.

E. All tow truck driver personnel performing services for the City under this Agreement shall be photographed and subject to a fingerprint background check by the South Gate Police Department before commencing any work for the City. This includes present as well as future employees. The Chief of Police or his designee shall have the right to approve or disapprove of any driver who has a criminal record.

F. All tow truck driver personnel shall be fluent in the English language.

G. All tow truck driver personnel performing services for the City under this Agreement shall be subjected to random drug tests twice a year, conducted and paid for by Contractor. Contractor shall provide the drug test results to the City twice a year. The Chief of Police or his designee will have the right to approve or disapprove of any driver who tests positive for drugs.

VI. MAINTENANCE OF RECORDS

A. Contractor shall maintain a file of all Form CHP 180 as received and transmitted by the Chief of Police or his designee.

B. Contractor shall maintain a bound Logbook of calls received from the Police Department. The Logbook shall record the following:

1 Time of receipt of call.
2 Location of call.
3 License number, make, and model of vehicle.
4 Date of release.
5 Person or firm to whom released.
6 Charges imposed.

C. The Chief of Police or his designee may inspect Contractor's records upon reasonable notice for the sole purpose of ensuring compliance with this Agreement. Any issues will be forwarded to the City Manager or his designee for resolution. The City Manager or his designee may refer the matter for an administrative hearing if any party to the dispute so requests.

VII. ROTATING SCHEDULE FOR SERVICE CALL

A. If, and only if, the City enters into an agreement with additional towing and storage Contractor to provide Services (as defined in Recital A of the Agreement), the City may adopt a written rotation schedule under such terms and conditions as determined by the Chief of Police or his designee and authorized by the City Manager or his designee. The rotation schedule shall be provided to all City towing and storage Contractors

B. Each City rotation towing and storage Contractor shall receive police-initiated requests for service assignments on an equal basis. To ensure equal opportunity for and use of each Contractor, the services of each will be used on a strict rotation basis, alternating among each Contractor on all police-initiated calls for service in the field, and all checkpoints, street fairs, parades, and other special events, and whenever tow services are otherwise required by the City. The Chief of Police or his designee will monitor the calls for service and use of each Contractor. Any dispute relating to the rotation schedule or the equality of assignments shall be referred to the Chief of Police or his designee, and then, if unresolved, to the City Manager or his designee. The City Manager or his designee may refer the matter for an administrative hearing, if any, to the dispute so requests.

C. In the event that Contractor receives a service call from City/Police and then such call is cancelled by City/Police, then in that event, Contractor shall be immediately placed into the next call of the rotation schedule.

D. In the event of a service call pursuant to Section 105(b) of the Towing and Storage Franchise Agreement, these types of calls shall not be included in the service rotation schedule. Thus, a contractor responding to this type of service call shall not be penalized by losing a rotation call.

VIII. COMPLIANCE WITH STATE LAW

A. Contractor shall comply with Sections 22523, 22524, 22669, 22670, 22671, and 22850 through 22856 of the Vehicle Code, which relate to the removal, storage, and disposition of abandoned vehicles and liens of garage keepers.

B. Contractor shall keep fully informed of and comply with all City, County, State, and Federal Laws, ordinances, and/or regulations which are applicable to the Contractor and/or those engaged or employed by Contractor in doing the services to be provided by Contractor pursuant to this Agreement, including, but not limited to, the handling of vehicles, lien sales with outstanding parking penalties, owner notifications, removal, storage and disposition of abandoned vehicles, etc.

C. Contractor shall obtain and maintain all permits and licenses, pay all charges and fees, and give all notices required by City ordinances or other laws relating to the performance of this Agreement.

IX. DISCLAIMER OF LIABILITY

The City shall not be liable or responsible for the towing or storage of any vehicle unless such liability or responsibility has been acknowledged in writing by the Chief of Police or his designee, or unless such liability or responsibility is imposed by law.

X. ADVERTISING

Contractor shall not display or use any signs, advertising materials, logos, etc., which indicate that Contractor is an official towing service for the City of South Gate without the prior written authorization of the City Manager or Chief of Police or either of their designees.

RESPONSE TO REQUEST FOR PROPOSAL OF THE CITY OF SOUTH GATE FOR POLICE ORDERED TOWING & STORAGE SERVICES

Submitted By:

Mr. C's Towing of South Gate
4421 Mason Street
South Gate, California 90280
Attn: Jerry Brown, General Manager
Tel: (323) 249-0575
Cell: (323) 807-3515

TABLE OF CONTENTS

Cover Letter 1-2

PROPOSAL – POLICE ORDERED TOWING AND STORAGE SERVICES 3-9

Executive Summary 3
Approach To Meeting and/or Exceeding Services 4
Tow Truck Classification/Equipment 4
Tow Drivers 5
Hours of Operation 6
Storage Facility 6
Response Time and Requirements 7
Charges 7
Franchise Fee 8
Indemnification and Insurance 8
References 9

EXHIBIT B PROPOSER FORM 16-17

PROPOSER QUALIFICATIONS STATEMENT 18-38

FORMS

Attachment "1" - Insurance Requirements Checklist
Attachment "2" - Civil Litigation History/Civil Litigation Checklist
Attachment "3" - Criminal Convictions Checklist
Attachment "4" - False Claims/False Claims Act Certification
Attachment "5" - Non-Collusion Affidavit (Notarized)
Attachment "6" - Campaign Contribution Disclosure Form

19. ATTACHMENTS

19.1 Sec. 3 LICENSING
19.2 Sec. 4 EXPERIENCE AND PERFORMANCE HISTORY
19.3 Sec. 5 FACILITIES PHOTOS
19.4 Sec. 6 EQUIPMENT PHOTOS
19.5 Sec. 14 INSURANCE
19.6 Sec. 7 **CONFIDENTIAL** PERSONNEL INFORMATION

4421 Mason St.
South Gate, CA 90280
(323) 249-0575

August 15, 2024

City of South Gate
South Gate Police Department
8650 California Avenue
South Gate, CA 90280
Attention: Lieutenant James R. Chavez

RE: RESPONSE TO REQUEST FOR PROPOSALS – TOWING AND STORAGE SERVICES

Dear Lt. Chavez and Officials of the City of South Gate:

Mr. C's Towing of South Gate, Inc. (hereinafter "Mr. C's") is pleased to submit this cover/transmittal letter as part of its Response to the City's Request For Proposals for Towing and Storage Services for your review and consideration.

Mr. C's, Incorporated in California on August 13, 2002, has been operating from the City of South Gate (hereinafter 'the City') since incorporation, with a record of outstanding, problem free service to the City since 2002. Mr. C's has contracted towing services with a number of the local Southeast Cities as well. Services provided include response to calls in the field and participating in DUI check points. The combined professional experience of the principals and managing/supervising personnel of Mr. C's is over four decades.

Mr. C's meets or exceeds all of the minimum requirements set forth in the City's RFP as follows:

- The Company is qualified to operate as a business in the State of California, holding a Motor Carrier License and has done so more for more than 22 years
- The Company has a current towing contract with the California Highway Patrol (East Los Angeles and Westminster) and has done so for more than 10 years
- The Company has a substantial history and record of community involvement and support within its areas of service
- Mr. C's, its officers, key managers and employees, including drivers have the knowledge and familiarity with the California *Vehicle Code* and related authorities related to safe and lawful towing, impound, and secure storage of vehicles
- Mr. C's is familiar with South Gate's codes and procedures relative to towing and storage services
- Mr. C's will provide all towing and secure storage for vehicles seized, impounded or otherwise caused to be removed from public or private property as stated in the RFP Scope of Services Requirements, including emergency services for City vehicles within 50 miles of the City limits
- Mr. C's primary storage facility has been located in the City since 2002 and maintains all required licenses and permits required for performance of services

Equally important to the scope of work contemplated by the Towing and Storage Services Agreement, Mr. C's has been involved in community service charitable functions and events in the City, including, but not limited to Community Volunteer Programs, Police Explorer Programs, and Community Improvement efforts to strengthen its community involvement with the City and other local communities. Mr. C's has donated vehicles for police training, i.e., bait car, shooting, SWAT team, and the LA County Fire Department, and would anticipate continued similar involvement if awarded the contract.

We hope to be awarded the Towing and Storage Services Agreement and continue to be a significant and meaningful member of the City of South Gate community for many years to come.

As the General Manager for Mr. C's Towing of South Gate:

- I am authorized to bind Mr. C's as to all items submitted as part of this Proposal
- I have read the entire RFP and Mr. C's will comply with all terms and conditions contained in the RFP.

If you have any questions or wish to discuss this matter further, please contact the undersigned at the Office – (323) 249-0575 or by cell (323) 807-3515.

Thank you for your consideration and time.

Very truly yours,

MR. C'S TOWING OF SOUTH GATE, INC.

Jerry Brown

JERRY BROWN
General Manager

JB:tlk

PROPOSAL

The following proposal/transmittal follows the captions and requested information in the same order as presented in the RFP for ease of review by the reviewing committee.

Executive Summary

Mr. C's is a California corporation, incorporated in 2002. Kurtis McElroy is President and the principal place of business is located at 4421 Mason St., South Gate, CA; Tel: (323) 249-0575. It has all necessary licenses, permits or other required authorization to perform towing and storage services. See **Exhibit B, PROPOSER FORM, PROPOSER'S QUALIFICATIONS STATEMENT, Sec. 3, LICENSING and additional licenses in Section 19 – ATTACHMENTS, Item 19.1)**

Conflict of Interest Statement

Mr. C's confirms it has no financial, business, or other relationship with the City that may have an impact upon the outcome of the Agreement.

Mr. C's has been providing towing services to South Gate since 2002 and intends to provide swift, professional service in the removal of any vehicle, as directed by the City, from any City street. It has sufficient equipment and personnel to do so. It is committed to give priority to City calls when requested and to maintain sufficient personnel and equipment to perform such services, with a response time averaging 10 minutes. This is consistent with Mr. C's commitment to other cities with whom it has a contract as part of its 'business custom and practice' and has been the case since Mr. C's has been performing towing services for the City.

Mr. C's shall furnish towing and secure storage for vehicles seized, impounded or otherwise caused to be removed from public or private property by the Police Department. Towing services shall include, but not be limited to, removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for criminalistics and/or purposes as directed by the Police Department personnel, other impoundment of vehicles as directed by the Police Department.

Mr. C's will provide emergency service for vehicles within 50 miles of the City limits at no charge to the City. This service shall be provided at all times, including weekends and holidays. Emergency services shall include, but are not limited to tire changes, battery jump starts, and towing inoperable vehicles.

The business principals and key managerial staff are uniquely qualified based upon their significant towing/towing service history and those responsible for the areas consistent with the towing and storage services:

Kurtis McElroy – President (klja@sbcglobal.net)

Mr. McElroy, President of Mr. C's, began his career in the towing industry over 30 years ago, working, in the beginning, as a tow truck driver for a local company in Orange County. In approximately 1989 Mr. McElroy took ownership of his own towing business, acquiring contracts

with various public entities and law enforcement agencies. He works from the Mr. C's location in Los Alamitos.

Jerry Brown – General Manager (jerry_brown8123@msn.com)
The General Manager, retired law enforcement as a Lieutenant in 2002 after more than 30 years of service, strives to maintain good relationships with all contracting agencies and good customer service. He has an intimate understanding of the needs and operations of a police department relative to services required from a tow service, as well as knowledge of relevant provisions of the California *Vehicle Code*. He is very community minded, and a member of the South Gate Rotary Club and Las Vegas Rotary Club and is a Board member of the South Gate Chamber of Commerce. He leads the Company in involvement in many City and Police Department activities for many of the cities in the surrounding Southeast area. Mr. Brown can be reached by cell: (323) 807-3515 or the main office number (323) 249-0575.

Mark Mathis – Operations Manager (mark926guy@gmail.com)
The Operations Manager started his towing career 40 years ago as a driver. He is familiar with all aspects of the towing industry and is a Certified WreckMaster trainer as well as a member of the Board of Directors for the LA County Chapter of the California Tow Truck Association. He has been with Mr. C's since 1995. Mr. Mathis can be reached by cell: (714) 615-9935 or the main office number (323) 249-0575.

Rudy Saucedo – Driver Supervisor (rsmrctow@gmail.com)
The Driver Supervisor has been in the towing industry for more than 15 years as a driver. He is familiar with all aspects of the towing industry and applicable laws and procedures. He has a WreckMaster's Certificate and has been employed by Mr. C's more than 10 years.

Approach To Meeting And/Or Exceeding Services and Equipment Requirements

Tow Truck Classifications/Equipment

Mr. C's vehicles and equipment conform to CHP Classification and in compliance with the applicable provisions of the California *Vehicle Code*. The tow trucks are equipped and maintained in accordance with the provisions set forth in the California *Vehicle Code* and consistent with industry Standards & Practices. Mr. C's is sensitive and concerned about the environment and holds a Certificate of Reported Compliance Truck and Bus Regulation with the California Air Resources Board.

Mr. C's has more than the minimum required by the RFP of three (3) standard tow vehicles, 1 ton rating or greater, with dual rear wheels and one flat bed tow always available. The inventory of Mr. C's vehicles includes those capable of providing the follow services: recovery truck(s) with an adjustable boom with a minimum lifting capacity of at least 4 tons, wheel lift towing, roll back/flatbed towing, towing in parking garages, towing of large and oversized vehicles and towing of motorcycles without causing additional damage. Each tow vehicle has cable of sufficient size and capacity to retrieve vehicles that may have gone over embankments or off traveled portions of roadways and into inaccessible locations. **(The inventory of tow vehicles is provided in detail in Exhibit B, PROPOSER FORM, PROPOSER'S QUALIFICATIONS STATEMENT, Sec. 6, EQUIPMENT and photos of vehicles and equipment are provided in Section 19 – ATTACHMENT, item 19.4)**

None of the vehicles are converted pick-up trucks or vehicles not specifically built by manufacturer for towing other vehicles. Mr. C's does not require any subcontractor to perform the required towing services and owns a tow vehicle capable of towing large trucks (semi type). However, should the large tow truck be unavailable a 'back up' is available through Pepe's Towing. However, should such an occasion arise, Mr. C's understands any such subcontractor must meet the same requirements of Mr. C's required by the Agreement and shall be identified to the City.

All vehicles are on a preventative maintenance schedule, strictly followed, to ensure reliability and performance. All tow vehicles are inspected annually by the CHP. Mr. C's understands the Police Department will inspect its vehicles annually. Additionally, all tow vehicles are inspected daily by the driver, who is assigned to his or her own vehicle. All of the vehicles are equipped with cleaning supplies and each driver takes pride in keeping his or her truck clean.

Each vehicle has the necessary communications equipment for radio transmission and reception and complies with FCC regulations ad requirements. All tow trucks and base station are equipped with two-way radios on the 400 band. Each driver also has a cell phone available.

Mr. C's has a 9,000-pound capacity forklift on site to assist in moving vehicles around the warehouse and storage yard without requiring the use of a tow vehicle. The forklift is equipped with a bear claw attachment that allows it to be used as a tow vehicle, contacting only the tires of the vehicle being moved. Two other forklifts are on site. There is also a stationary vehicle lift in the warehouse to assist with inspections and investigations.

Tow Drivers

All tow drivers are qualified and competent and are at least 18 years of age and possess the appropriate minimum class Drivers' License.

Drivers employed by Mr. C's, all of whom are bilingual (English/Spanish), are carefully screened to ensure the quality of personnel necessary to interact with clients and members of the public. Mr. C's currently employs a total of 16 drivers and schedules the drivers to meet the requirements of the RFP and maintains all information required in the RFP in a separate personnel file for each driver. **(See, V. SCOPE OF SERVICES, SPECIFICATIONS, Section B(5), PROPOSER FORM, PROPOSERS QUALIFICATIONS STATEMENT, Sec. 7, PERSONNEL, Item 7.3 for full list of personnel and Sec. 19 ATTACHMENTS, Item 19.6 with personnel information**). They are highly qualified in towing and recovery and, once hired, obtain either WreckMaster, CTTA or AAA training/certification, if they do not already have one at the time of hiring.

Training involves a monthly update of company policies to ensure safety and consistency in the field. Statutes and changes in the law pertaining to towing are included in the monthly training, or more often, as circumstances dictate. Specific 'hands on' training is provided every six (6) months to the drivers.

Each driver wears a Mr. C's uniform, complete with name tag that is clearly visible. They are required to be neat and clean, with hair, mustaches and beards neatly trimmed. Each driver carries a change of uniform to ensure proper appearance and cleanliness.

Drivers have their driving record checked on a regular basis. Mr. C's participates in a DMV Pull Notice Program, enabling Mr. C's to be informed of any change to a driver's driving status or record. The drivers are required to submit to random drug testing, and, upon hiring, a criminal history check is performed.

Mr. C's understands all personnel acting on behalf of Mr. C's should be fingerprinted and photographed by the SGPD. It further understands the City may, at its discretion, conduct a background check as part of the proposal evaluation process of any employee and if the City determines that an employee is not qualified to provide services to the City, it will notify Mr. C's in writing and the 'disqualified' driver may not be used or dispatched for a service provided to the City pursuant to the Agreement. .

Hours of Operation

Mr. C's has towing services available 24 hours a day, 7 days a week, 365 days per year, with a dispatcher on site, and understands it may be requested to periodically provide the deployment of trucks for special events such as sobriety check points, street fairs and parades. Its office hours to the City, in accordance with the RFP, are 0800 to 1900 hours. Vehicle release is available after normal business hours with a corresponding 'gate fee' charged. Alternate hours, as directed by the City, will also be available by Mr. C's to accommodate special City events.

A dispatch operator is on duty 24 hours a day, 365 days a year, providing the ability to maintain a telephonic point of contact for receiving City requests for towing services 24 hours per day and telephone service to receive calls from the public. The dispatching system is geared for prompt dispatching of calls, with corresponding prompt response, estimated at less than 10 minutes, the average response time provided under the current contract between Mr. C's and the City.

Storage Facility

Mr. C's primary storage facility at 4421 Mason Street in South Gate meets and exceeds the four stated requirements presented in the RFP.

The impound lot is fully fenced (higher than 6 ft.), and secured, accessible by a solid metal electric gate for security. The property is equipped with 400-watt gas exterior lighting as well as digital video monitoring/recording equipment (16 cameras in the yard, 3 in the office) with a recording capacity up to 45 days, for additional security. Additionally, the facility is "manned" 24/7/365 so that any unauthorized entry or attempt to enter the premises can be immediately detected.

The impound lot is approximately 71,000 square feet, capable of holding 350-400 vehicles. Also on the premises is an enclosed warehouse, approximately 20,000 square feet, within which is an enclosed, locked evidence cage, the latter of which is capable of holding approximately 6 medium size vehicles. Additional holding space, if needed, is available within the warehouse and will hold at least 25-30 cars/trucks. **(See Sec. 19 ATTACHMENTS, Item 19.3 for facility photos with requested categories of the Primary and Secondary facilities.)**

A secondary lot is also available, for vehicle storage, located at 6105-6069 Maywood Ave., in Huntington Park, CA. and is owned by Mr. C's. It is approximately 3 acres, capable of holding at least 900 vehicles on asphalt surface with additional concrete surfaces elsewhere on the premises and is secured by a steel fence around the entire perimeter, a minimum 10 ft. in height

and accessible by a solid metal electric gate for security. There is an enclosed warehouse, within which is an enclosed, locked evidence cage, capable of holding approximately 20 cars/trucks. The property is equipped with LED exterior lighting, as well as digital video monitoring/recording system/equipment. Further, the facility is physically "manned" 24/7/365 so that any unauthorized entry or attempt to enter the premises can be immediately detected.

Response Time and Requirements

Mr. C's more than meets the requirements for response time set forth in the RFP. Mr. C's is committed to give priority to City calls when requested and to maintain sufficient personnel and equipment to perform such services, as described above, with a response time averaging about 10 minutes. This has been the average response time since Mr. C's has been performing towing services for the City and is consistent with Mr. C's commitment to other Cities with whom it has a contract as part of its 'business custom and practice'. Should a tow unit be unable to respond immediately, or within the RFP not to exceed '20 minute maximum', the Police Department Communications Center will be immediately notified and provided with an estimated time of arrival.

Mr. C's understands except for private impounds or storages, it will not remove any vehicle without first being instructed to do so by an authorized Police Department Officer. Vehicles towed by Mr. C's remain in the same condition as received. Vehicles towed and placed in the evidence cage remain in the same condition as received, deferring to police personnel to catalogue or otherwise secure personal property in the vehicle, for validation and chain of custody issues, unless otherwise instructed and supervised by a member of the City's law enforcement.

Charges

The proposed rates of Mr. C's are:

Towing Fee	240 ~~$250.00~~ (includes passenger cars, trucks and trailer over 1 ton, motorcycles and all other vehicles)
	$300.00 (includes heavy duty vehicles)
Storage Fee	$75.00 per day (includes passenger cars, trucks and trailer over 1 ton, motorcycles and all other vehicles whether inside or outside)
	$90.00 per day (heavy duty vehicles whether inside or outside)
Miscellaneous Service Fee	½ of the above towing fee

The Miscellaneous Service Fee, referenced above, includes, but is not limited to: opening locked vehicles, up righting over turned vehicles, dollying, winching, after hour release fee, and/or fuel service. There is no charge for disconnecting and reconnecting drive shaft.

Fees are posted in the lobby/customer waiting area. (**See Sec. 19 ATTACHMENTS, item 19.3 for facility photos with requested categories of the Primary and Secondary facilities.**) Mr. C's accepts cash, credit and debit cards for payment of fees for the release of vehicles upon presentation of proper identification. ***Checks are accepted but not a preferred method of payment, unless required by the City.*** Mr. C's understands owners of vehicles stored for 24 hours or less shall be charged no more than 1 day storage, with each day thereafter calculated by calendar days.

For those vehicles towed/impounded and brought to Mr. C's yard, a licensed lien sale company, Clear Choice, sends written notice to the registered and legal owner of the vehicle's location and location phone number, within three (3) days of the vehicle being impounded. *If circumstances permit*, the vehicle's location and phone number of where the vehicle will be taken for impound is provided at the time of impound by the Impounding Officer. All lien related paperwork and filings are handled by Clear Choice. Lien sales are held every Wednesday.

Franchise Fee

Mr. C's will submit timely payment of the Annual Franchise Fee as stated in the RFP (Sec. H), timely payment of 15% of Gross Receipts for each City generated tow and impound storage, and Administration Fee of $45 for every vehicle hooked up to a tow vehicle which requires the submission of a CHP 180 form, in the manner and at the time stated in the RFP.

All calls for service are recorded on a carbon-copied call back book by date and number for a permanent record. The record includes the type of call, date, time, and location, and year, make and model of the vehicle. Records related to release, including date of release, party released to, total charges and payment received are likewise obtained. The payment report is prepared from the invoices and logbook information prepared concurrent with the call for service, containing the available identification information and number of days in storage, and maintained by Mc. C's in accordance with its retention practice for a minimum of three (3) years. Books and records are made available by Mr. C's for inspection by the City.

Mr. C's understands neither the City nor the Police Department are responsible or liable for towing services in the event the vehicle owner refuses or is unable to pay for services. It further understands in the event a vehicle is towed or impounded, or both, through any error of the City or the operator, neither the vehicle owner nor the City shall have the duty to pay any towing, storage, or other fees or charges. Additionally, it is understood Mr. C's shall agree to immediately release any vehicle, without charge, upon request of the on-duty Watch Commander. Mr. C's understands it may later appeal the decision of the Watch Commander in writing to the Chief of Police.

Indemnification and Insurance Requirements

Mr. C's agrees it will indemnify, defend, save and hold harmless the City, its elected Officials, Officers, Agents and employees against any claim, liability, judgment, cost or expenses resulting from wrongful or negligent acts of Mr. C's and shall request its insurer(s) to designate the City as an additional named insured under its contract of insurance.

Mr. C's maintains the required insurance policies set forth in the RFP. **(See, PROPOSER FORM, PROPOSERS QUALIFICATIONS STATEMENT, Sec. 14, INSURANCE, Item 14.1 and Sec. 19 ATTACHMENTS, Item 19.5 with, Certificate of Insurance).**

References

Mr. C's has been operating since 2002, with a record of outstanding, problem free service to the City and to other local cities and police departments in Los Angeles county and Southeast Cities. Mr. C's has not been terminated from a towing service contract similar to the one which is the subject of this RFP. The list of clients has grown over the years because of the attention to detail and to the needs and requirements of law enforcement agencies. **(A complete list of all Agencies for whom Mr. C's performs towing and storage services is provided in Section 19 ATTACHMENT, item 19.2)**

Mr. C's provides the following additional 'business references' as requested by the RFP:

Chief Carlos Isla
Bell Police Department
6326 Pine Avenue Bell, California 90201
Tel: (323) 585-1245

Chief Cosme Lozano
Huntington Park Police Department
6542 Miles Ave., Huntington Park, CA 90255
Tel: (323) 584-6254

Director Gabriel Linares
City of Lynwood Parking Enforcement
11330 Bullis Rd.
Lynwood, CA 90262
Tel: (714) 471-4900

We are available should there be any questions and appreciate your time and consideration of our Proposal.

Submitted by:

Mr. C's Towing of South Gate, Inc.

Jerry Brown
General Manager

Exhibit B

PROPOSER FORM
Towing and Storing Services

Date:	August 15, 2024		
Proposer:	Mr. C's Towing of South Gate		
Address:	(*Print Name of Business*) 4421 Mason Street		
City: South Gate		State: CA	Zip: 90280
Telephone: (323) 249-0575		Fax:	
Contact Name: Jerry Brown, General Manager			

TO THE CITY OF SOUTH GATE, CALIFORNIA:

In response to the Request for Proposals ("RFP") by the City of South Gate ("City"), the undersigned person or entity ("Proposer") now submits this proposal, with the accompanying forms and attachments.

1. In submitting this proposal, Proposer certifies that:

A. Proposer has thoroughly read, examined, and fully understands the following documents:

(1) The RFP's provisions; and,
(2) All terms, conditions, requirements, specifications, minimum performance standards, and any addendum.

B. Proposer understands and accepts all of the terms and conditions set forth in the documents listed in Section 1(A);

C. Proposer has carefully checked all words, rates and calculations and statements made in proposal;

D. Proposer's documents and information submitted in response to the City's RFP are complete and accurate;

E. Proposer has fully considered all other matters that may affect, in any way, Proposer's services or costs;

F. Proposer offers to fully perform all of the duties and obligations specified in the documents in exchange for the consideration described in the documents;

G. Proposer agrees that the City is not liable or responsible for any costs, fees or expenses that Proposer incurs for any one or more of the following:

(1) Responding to this RFP;
(2) Anticipating or preparing for an award of a tow contract;
(3) Obtaining any equipment, personnel facilities or other items to comply with the Documents' provisions; or,
(4) Performing the services under the Contract.

H. Within seven (7) calendar days after City issues the Notice of Intent to Award the Franchise Agreement for Tow Truck Services, or within any extension that City may allow, Proposer agrees to:

(1) Sign and deliver the Franchise Agreement, along with any required attachments; and,
(2) Furnish all required proofs of insurance.

I. At its expense, Proposer agrees to indemnify, defend and hold harmless the City, its directors, officials, officers, employees, agents, and designated volunteers from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs and expenses (including attorneys' fees, litigation, arbitration, mediation and appeal expenses) if a dispute, lawsuit or other proceeding arises out of any one or more of the following:

(1) Proposer's submitting the proposal;
(2) City accepting Proposer's proposal; or,
City awarding a contract to Proposer in compliance with this RFP.

PROPOSER'S QUALIFICATIONS STATEMENT

All responses must be typewritten or printed legibly in ink. When additional space is needed to explain an answer, attach sheets as necessary. Failure to (1) complete this form, (2) return it, or (3) attach a required document may render the Proposal non-responsive.

1. BUSINESS ORGANIZATION / STRUCTURE

1.1 Your firm is a:

X Corporation ☐ Sole Proprietorship _____ ☐ Other: _____

☐ Limited Liability Company ☐ General or Limited Partnership

1.2 If your firm is a corporation, answer the following:

1.2.1 Date of incorporation: 8/12/2002

1.2.2 State of incorporation: California

1.2.3 Corporate ID number: 2290922

1.2.4 President's name: Kurtis McElroy

1.2.5 Vice President's name: N/A

1.2.6 Secretary's name: Kurtis McElroy

1.2.7 Treasurer's name: Kurtis McElroy

1.2.8 Agent for Service of Process: CDD Accounting Solutions, Inc

1.2.9 Agent's Address: 14071 Peyton Dr. #369, Chino Hills, CA 91709

1.2.10 Is your firm a publicly traded corporation?

☐ Yes X No

1.3 If your firm is a limited liability company, answer the following: N/A

1.3.1 Date of formation: _____

1.3.2 State of formation: _____

1.3.3 Secretary of State's File or ID number: _____

1.3.4 Chief Executive Officer's name: _____

1.3.5 Name of Manager(s): _____

1.3.6 Agent for Service of Process: _____

1.3.7 Agent's Address: _____

1.4 If your firm is a partnership, answer the following: N/A

1.4.1 Date of formation: _____

1.4.2 Type of partnership (General, Limited, LLP): _____

1.4.3 Secretary of State's Registration or ID number: _____

1.4.4 List the name of the General Partner(s) and any individual who has any equity interest in the partnership:

_____

_____

1.4.5 List jurisdictions in which your firm's fictitious name (dba) is filed:

_____

_____

1.5 If your firm is individually owned (a sole proprietorship), answer the following:

1.5.1 Date your firm started: _____

1.5.2 Name of owner: _____

1.5.3 List jurisdictions in which your firm's fictitious name (dba) is filed:

_____

_____

2. OWNERSHIP AND NAME CHANGES

2.1 How many years has your firm been in business under its present name? 24 years

2.2 In the past five years, has your firm changed names? ☐ Yes X No

If yes, list all prior names, addresses and the dates they were used. Explain the reason for each name change: N/A

2.2.1 Prior name: _____

2.2.2 Address: _____

2.2.3 Reason name changed: _____

_____

2.2.4 Starting / ending dates of prior name: _____

3. LICENSING

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

3.1 Are any of your firm's licenses held in the name of a corporation or partnership?

X Yes ☐ No

If Yes, list below the name of the corporation or partnership that actually holds the license:

3.1.1 Corporation or partnership name: Mr. C's Towing of South Gate, Inc.

3.2 List jurisdictions in which your firm is legally qualified to do business, provide license or registration number, and set forth the type of license. Attach additional sheets as necessary. See **19. ATTACHMENTS, Item 19.1**

3.2.1 Jurisdiction: State of California

3.2.2 License or registration number: [redacted]

3.2.3 Type of license: Motor Carrier Permit

3.2.4 Jurisdiction: City of Los Angeles

3.2.5 License or registration number: [redacted]

3.2.6 Type of license: Towing Services in the City of Los Angeles

3.2.7 Jurisdiction: National (United States)

3.2.8 License or registration number: [redacted]

3.2.9 Type of license: Dept of Transportation

3.3 In the past seven years, has your firm or any of its owners, partners, officers or employees been investigated, cited, assessed any penalties, subjected to disciplinary action by a licensing agency or found to have violated any licensing laws or regulations?

☐ Yes X No

If Yes, identify the licensing agency, type of license, date and reason for the disciplinary action. Attach additional sheets as necessary.

3.3.1 Licensing Agency: _____

3.3.2 Type of license: _____

3.3.3 Date of disciplinary action: _____

3.3.4 Reason for disciplinary action: _____

4. EXPERIENCE AND PERFORMANCE HISTORY

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

4.1 How many years has your firm been in business as a Tow Service? 37 years

4.2 In the past five years, has any of your firm's owners, partners, or officers operated a similar towing business?

X Yes ☐ No

If Yes, list the business' name and address and the person who operated the business. Attach additional sheets as necessary.

4.2.1 Tow business name: Mr. C's Towing

4.2.2 Address: 10821 Bloomfield, Los Alamitos, CA 90720

4.2.3 Name of your firm's owner, partner or officer who operated other towing business: Kurtis McElroy

4.2.4 Starting / ending dates of ownership: April, 1984 to present

4.3 Does your firm currently dismantle vehicles or have a salvage operation?

☐ Yes X No

4.4 Does your firm currently own or operate any other business?

☐ Yes X No

If yes, list the business' name and address and the person who operates the business. Attach additional sheets as necessary.

4.4.1 Business name:

_____

4.4.2 Address:

_____

4.4.3 Person's name who operates business:

_____

4.4.4 Description of business:

_____

4.5 List the government entities for which your firm has performed towing, storage, lien sale services, whether or not under contract or as an Official Police Tow Service. Provide the name and telephone number of the person within the government entity who is most familiar with your performance of the services (i.e., "Contact Person"). Attach additional sheets as necessary.

4.5.1 Government entity's name: **PLEASE SEE 19. ATTACHMENTS, Item 19.2 PROVIDING THE REQUESTED INFORMATION AS IT EXCEEDS AVAILABLE SPACE**

4.5.2 Services that your firm provided:

_____

4.5.3 Starting / ending dates of services:

_____

4.5.4 Was your firm:

Selected by a bid or RFP? Yes ☐ No

Under a contract or agreement? Yes ☐ No

4.5.5 Contact Person: _____ Phone: _____

4.6 Describe your firm's lien-sale experience in terms of knowledge and procedures used in the processing and disposing of vehicles in accordance with California's laws. Attach additional sheets as necessary.

For vehicles towed/impounded and brought to Mr. C's yard, a licensed lien sale company, Clear Choice, sends written notice to the registered and legal owner of the

vehicle's location and location phone number within three (3) days of the vehicle being impounded. *If circumstances permit*, the vehicle's location, and phone number of where the vehicle will be taken for impound is provided at the time of impound by the Impounding Officer. All lien related paperwork and filings are handled by Clear Choice. Lien sales are held every Wednesday.

5. FACILITIES

5.1 List the address where the facilities will be located and attach photographs depicting each one of the areas and facilities listed in (a) through (f) below.

Facilities will be located at 4421 Mason Street, South Gate, CA 90280. **SEE 19. ATTACHMENTS, 19.3 photos depicting each area listed below**

For each District submit:

(a)	Up to 3 photos of the:	Business office
(b)	Up to 3 photos of the:	Customer waiting area
(c)	Up to 3 photos of the:	Secure area for police hold vehicles
(d)	Up to 3 photos of the:	Primary storage lot
(e)	Up to 3 photos of the:	Secondary storage lot
(f)	Up to 3 photos of the:	Disposal lot **Not applicable See 4.3**

PRIMARY STORAGE LOT AND BUSINESS OFFICE ADDRESS

5.1.1 Business office: 4421 Mason St., South Gate, CA 90280

5.1.2 Primary vehicle storage lot: Same as above

5.1.3 Secure area for police hold vehicles: Same as above

5.1.4 Secondary vehicle storage lot: 6105 Maywood Ave., Huntington Park, CA 90255

5.1.5 Disposal / salvage vehicle lot: Not Applicable as none exist

SECONDARY STORAGE LOT AND BUSINESS OFFICE ADDRESS

5.1.6 Business office: 6105 Maywood Ave., Huntington Park, CA 90255

5.1.7 Primary vehicle storage lot: Same as above, primary (refer also to Primary Storage Lot in South Gate listed above)

5.1.8 Secure area for police hold vehicles: Same as above

5.1.9 Secondary vehicle storage lot: Same as above

5.1.10 Disposal / salvage vehicle lot: Not applicable; none exist

6. EQUIPMENT

6.1 For each piece of towing equipment below, (1) list the requested information; and, (2) attach a photograph of each tow unit: SEE, 19. ATTACHMENTS, 19.4

	Year of Manufacturer	Make
FLATBED CARRIER	Unit 5 2014	Hino 258
	Unit 6 2017	Hino 258
CLASS A TOW	Unit 2 2019	Ford F450
	Unit 3 2024	Ford 3500
	Unit 4 2024	Ford F550
	Unit 7 2019	Chevy 5500HD
	Unit 9 2023	Ford F550
	Unit 10 2023	Ford F450
	Unit 11 2023	Ford F450
	Unit 12 2017	Ford F450
CLASS B TOW	Unit 8 2017	Hino 258
	_____	_____
	_____	_____
CLASS C TOW	Unit 14 2016	FRGHT CAS
	Unit 15 2018	PTRBT 389
	_____	_____
	_____	_____
CLASS D. TOW	None	

6.2 Does your firm lease, loan or rent its tow units to any other towing firm?

☐ Yes X No

If Yes, identify the person or company to whom your firm leases, loans or rents its tow units and describe the details of your firm's lease, loan or rental arrangement with the other person or company. Attach additional sheets as necessary.

6.3 If your firm does not have "Heavy Duty" or "Super Heavy Duty" (i.e., Class C or Class D) tow trucks, (1) identify the subcontractors(s) whom your firm will use, (2) attach a photograph of each tow truck, and (3) list the equipment:

6.3.1 Subcontractor's Name: As back up only: Pepe's Towing

6.3.2 Address where tow units are kept: 918 Boyle, Los Angeles, 90023

6.3.3 Contact Person: Joe Acosta Phone: (323) 268-1609

7. PERSONNEL

7.1 At present, how many people (whether paid or unpaid) work at your firm? 25

7.2 Does your firm have an agreement or an arrangement with any other towing firm to loan or share your firm's employees?

☐ Yes X No

7.3 For each employee whose function is described below, (1) list the requested information, (2) attach the person's resume and (3) attach a current photo: **RESUME/PHOTOS ARE PART OF SEPARATE CONFIDENTIAL MATERIAL BASED UPON PRIVACY RIGHTS, NOT FOR PUBLIC DISCLOSURE, MARKED 'CONFIDENTIAL' AND ATTACHED 19. ATTACHMENTS, ITEM 19.6**

	NAME (Last, First, Middle)	DATE LAST TRAINED	DATE OF HIRE	DRIVER'S LICENSE #
DISPATCHER:	Avaneszadeh, Arik Jr	01/2024	10/2023	[redacted]
	Corral, Bryan	03/2024	01/2023	[redacted]
	Garcia, Yanitza	04/2024	10/2023	[redacted]
TOW TRUCK DRIVER:				
	Saucedo, Rudy	05/2024	2013	[redacted]
	Reyes, Felipe Cardona	05/2024	2016	[redacted]
	Camarena, Alex	05/2024	2016	[redacted]
	Cabrera, Carlos	05/2024	2014	[redacted]
	Garcia, Andrew Izaiah	05/2024	2022	[redacted]
	Allen, Steve	05/2024	2018	[redacted]
	Perez, Jesus	05/2024	2013	[redacted]
	Martinez, Hector Alvarado	05/2024	2021	[redacted]

Torres, David	05/2024	2018	[redacted]
Cruz, Artemio	05/2024	2016	
Franco, Manuel	05/2024	2024	
Aguilar, Christopher	05/2024	2022	
Aguilar, Ricardo	05/2024	2024	
Godinez, Abel	05/2024	2022	
Rubio, Armando Jesus	04/2024	2014	
Lomeli, Abel	05/2024	2015	

	NAME (Last, First, Middle)	DATE LAST TRAINED	DATE OF HIRE	DRIVER'S LICENSE #
LIEN SALE:	Mathis, Mark	05/2024	1993	[redacted]
	Camarena, Alex	See Driver	Information	Above
SECURITY:				
	None			
VEHICLE STORAGE:				
	Allen, Steve	See Driver	Information	Above
	Saucedo, Rudy	See Driver	Information	Above
	Garcia, Andrew	See Driver	Information	Above
RELEASE OF VEHICLES:				
	Allen, Steve	See Driver	Information	Above
	Saucedo, Rudy	See Driver	Information	Above
	Garcia, Andrew	See Driver	Information	Above
CUSTOMER SERVICE:				
	Mathis, Mark	See Lien Sale	Information	Above
	Saucedo, Rudy	See Driver	Information	Above
	Allen, Steve	See Driver	Information	Above

	NAME (Last, First, Middle)	DATE LAST TRAINED	DATE OF HIRE	DRIVER'S LICENSE #
OFFICE SUPPORT:				
	Welsh, Summer Office Manager	05/2024	2018	[redacted]
	Saucedo, Rudy	See Driver	Information	Above
EMERGENCY OR AFTER HOURS:				
	Brown, Jerry, General Manager	05/2024	2002	[redacted]
	Mathis, Mark Operations Manager	See Lien Sale	Information	Above
OTHER PERSONNEL				
	Loya, Adan	05/2024	2012	[redacted]
	Torres Nunez, Martin Alonso	05/2024	2015	[redacted]

8. EMPLOYEE SAFETY AND TRAINING

8.1 Does your firm have a written Injury and Illness Prevention Program ("IIPP") that complies with California's Code of Regulations, Title 8, Section 3203, or any other written policy manual for your employees' safety?

X Yes ☐ No

8.2 Does your firm have a written policy for handling, transporting and disposing of hazardous materials?

X Yes ☐ No

8.3 Does your firm have a training program for new employees?

X Yes ☐ No

8.4 Does your firm have annual or biennial training for its tow unit operators?

X Yes ☐ No

8.5 In the past five years, has your firm's employees suffered any work-related fatalities?

☐ Yes X No

If Yes, list the date; describe the facts and circumstances about each instance; identify any governmental entity that issued a citation or notice of violation; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

8.6 In the past five years, has your firm received an OSHA or Cal/OSHA citation or notice of violation?

☐ Yes X No

If Yes, list the date; describe the facts and circumstances about each instance; identify any citation or notice of violation that the agency issued; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

9. SECURITY AND SAFEKEEPING

9.1 The RFP and the Contract require that the Proposer provide a safe and secure: Business Office, Primary Storage Lot, Secondary Storage Lot and Police Hold Vehicles Storage Area. Please place an "X" below for each security device or measure in operation for each location:

	Business Office	Primary Storage Lot	Secondary Storage Lot	Police Hold Vehicle Storage Area
SURVEILLANCE CAMERA	XX	XX	XX	XX
ALARM SYSTEM				
FLOOD LIGHTS	XX	XX	XX	XX
PERIMETER FENCE OR WALL	XX	XX	XX	XX

LOCK AND KEY	XX	XX	XX	XX
GUARD OR WATCH PERSON				
GUARD DOG				
DRIVE-BY SECURITY COMPANY PATROL				

10. FINANCIAL RESOURCES AND RESPONSIBILITY

10.1 In the past seven years, has your firm or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

☐ Yes X No

If Yes, list the filing date, identify the court and case number, describe the facts and circumstances giving rise to each instance and set forth the disposition or current status. Attach additional sheets as necessary.

10.2 In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs, or staff reductions?

☐ Yes X No

If Yes, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11. BID REJECTION AND CONTRACT TERMINATION

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

11.1 Has a government entity or a client ever rejected your firm's bid or proposal for services?

☐ Yes X No

If Yes, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11.2 Has a government entity or a client ever determined that your firm is a non-responsible bidder or contractor?

☐ Yes X No

If Yes, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11.3 Has your firm ever failed to fulfill or perform a contract or an agreement with a government entity?

☐ Yes X No

If Yes, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11.4 Has a government entity or a client ever terminated a contract for tow services with your firm?

☐ Yes X No

If Yes, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11.5 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract,

the awarding of a government contract or the performance of a government contract? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea or nolo contendere or a forfeiture of bail.)

☐ Yes X No

If Yes, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

---

12. BUSINESS INTEGRITY

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. The term "convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.

12.1 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted in a criminal action or found liable in a civil suit for making false claims(s) or material misrepresentations(s) to any government entity?

☐ Yes X No

If Yes, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the outcome or disposition. Attach additional sheets as necessary.

12.2 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence or receiving stolen property?

☐ Yes X No

If Yes, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

12.3 To your knowledge, is a government entity currently investigating your firm or any of its owners, partners, officers or employees for making false claim(s) or material misrepresentations(s)?

☐ Yes X No

If Yes, identify the government entity and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

---

13. CLAIMS AND SUITS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

13.1 In the past three years, has your firm or any of its owners, partners, officers or employees been a defendant in court on a matter related to:

13.1.1 The performance, non-performance, default, or breach of a contract or agreement?

☐ Yes X No

13.1.2 A vehicle collision or other accident involving your firm's tow truck operator?

☐ Yes X No

13.1.3 Bodily injury or personal injury (libel, slander, false imprisonment) to a customer?

☐ Yes X No

13.1.4 Employment-related litigation brought by an employee of your firm?

☐ Yes X No

13.1.5 Payment to a subcontractor?

☐ Yes X No

If the answer to any of the questions 13.1.1 to 13.1.5 above is Yes, identify the name of the person or entity that sued (i.e., "the plaintiff"); list the date, court and case number; describe the facts and circumstances giving rise to the lawsuit; and set forth the outcome or disposition. Attach additional sheets as necessary.

Please also refer to FORMS – Attachment 2

13.2 In the last three years, has your firm ever filed a claim for damages or a lawsuit or requested arbitration or mediation against a government entity?

☐ Yes X No

If Yes, identify the government entity; list the date, court and case number; describe the facts and circumstances about the claim for damages or the lawsuit or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

13.3 Are there any pending or outstanding judgments or liens against your firm?

☐ Yes X No

If Yes, identify the name of the person or entity entitled to payment; list the date, court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets as necessary.

13.4 For the last four years, state how many operator involved vehicle collisions or accidents occurred with your firm's tow truck operators (whether or not the tow truck was at fault):

13.4.1 2024:1 ☐

13.4.2 2023:1 ☐

13.4.3 2022:1 ☐

13.4.4. 2021:NONE ☐

13.5 For the last three years, state how many customers reported to your firm vehicle damage or theft including the vehicle's contents, while the vehicle was towed or stored by your firm (whether or not your firm believes it was responsible for the loss or damage).

13.5.1 2024:2 ☐

13.5.2 2023:~2-8 ☐

13.5.3 2022:~1-7 ☐

14. INSURANCE

14.1 A Proposer who is awarded a contract must maintain liability and workers' compensation insurance as indicated below, as more fully described in this RFP and the Contract. As part of this proposal, your firm must submit evidence of its current insurance coverage. This information will be used only for the purpose of determining whether the Proposer has insurance to perform the requested services. Contact your firm's insurance company or agent and request a "Certificate of Insurance" (an ACORD form or equivalent). Attach the certificate of insurance to this proposal. See 19. ATTACHMENT, Item 19.5.

NOTE: Do not add the City to your insurance policy or otherwise change your current policy or its coverage.

14.2. Please place an "X" below to indicate the type of insurance coverage that your firm now has and list the coverage amounts for each:

Commercial General Liability Coverage: $1Million

On-Hook Liability Coverage: $500,000

Business Automobile Liability Coverage: $1 Million

Cargo Liability Coverage: ____

Garage Liability Coverage: $500,000

Uninsured Motorist/Bodily Injury Coverage: Included in Business Auto Liability

Garage keepers Liability Coverage: Included in Garage Liability

Pollution Liability Coverage: ____

Workers' Compensation Liability Coverage: Per Statute

Excess Liability or Umbrella Coverage: $5 Million

14.3 If your firm is self-insured, identify the liability(s) listed above for which your firm insures itself and set forth the amount of the self-insured retention (SIR):

Liability: SIR amount: _____

Liability: SIR amount: _____

Liability: SIR amount: _____

14.4 For the last three years, state how many bodily injury, personal injury or property damage claims (whether or not your firm believes it was responsible for the loss or injury), filed by customers or third parties, that your firm forwarded to its insurance carrier(s). Include paid and unpaid claims:

14.4.3 2023: 0

14.4.4 2022: 0

14.4.5 2021: 0

14.5 In the past five years, has an insurance company or a surety company:

14.5.1 Refused to insure your firm for a type of insurance policy listed in Question 14.2 above?

☐ Yes X No

14.5.2 Canceled or non-renewed your firm's insurance coverage?

☐ Yes X No

If the answer to question 14.5.1 or 14.5.2 is Yes, identify the name of the insurance company or surety company; list the date; and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

15. CUSTOMER SERVICE COMPLAINTS AND DAMAGE CLAIMS

Below, please describe the process and procedures that your firm has in place for responding to and resolving: (1) Customer complaints; and (2) Customer claims for vehicle or contents damage or theft. (You may attach your firm's written policy).

A Complaint Form is available upon request and upon receipt, the Complaint is referred for handling by a Supervisor; the Supervisor promptly reaches out to the complainant to gather information and basis of the complaint; research is conducted, including discussion with personnel involved, review of information related to the services provided and any photos or other documentary evidence; results of research are

discussed with complainant with the goal for resolution that is both fair and equitable to both parties.

16. PUBLIC RECORDS EXEMPT INFORMATION

Below, please identify (by a general description) all copyrighted material, trade secrets or other proprietary information ("protectable documents") that Proposer has included in the proposal which Proposer believes should be exempt from disclosure under California's Public Records Act, ***Government Code Section 6250, et seq***. By listing the protectable documents below, Proposer agrees to indemnify, defend, and hold harmless the City, its directors, officials, officers, employees, agents, and designated volunteers from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City's refusal to disclose the protectable documents to any party making a request for those items. The City will treat any Proposer who fails to identify below protectable documents that Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

Proposer believes ALL INFORMATION provided in response to Sec. 7. PERSONNEL be deemed exempt from disclosure as confidential personnel identity information on privacy rights of the individual employees, guaranteed by the Constitution. This includes but is not limited to, information responsive to the request for Driver's License, and Resume information. This includes documents provided in **19. ATTACHMENTS, item 19.6**

17. CREDIT AND REFERENCE CHECK

17.1 The City of South Gate may: (1) request credit reports or investigative reports, or both, about your firm; and, (2) contact the reference, government entities and other persons listed in this proposal. The City of South Gate will use this information to evaluate your firm's financial resources, responsibility and integrity with respect to this proposal, an award of the Contract, or any contract renewal. The City of South Gate will treat any information that it obtains now or later as confidential.

17.1.1 Does your firm authorize the City of South Gate to obtain credit and investigative reports about your firm?

X Yes ☐ No

17.1.2 Does your firm authorized the references, government entitles and other persons listed in the proposal to release information about your firm to the City of South Gate?

X Yes ☐ No

18. ADDITIONAL INFORMATION

Below, please state any other information that your firm believes is essential to a complete evaluation of the proposal. If your firm has no additional information, please state below: ***"Our firm does not have any additional information to present."***

Beyond the towing and storage services provided to the City, Mr. C's considers itself a real part of the community and has been a loyal partner to and with the South Gate community.

During COVID Mr. C's provided food to families weekly by providing a truck to pick up and deliver food to those in need and the labor to load and pass out the food. For at least 5 years, Mr. C's has purchased 300 turkeys minimum each Thanksgiving, delivering 10 turkeys to each school, with the balance delivered to those families identified. Mr. C's has regularly sponsored tables at the Annual Thanksgiving Dinner at the Auditorium feeding up to 500 people. Mr. C's has been involved in various ways with community events, including Pageant of the Trees, State of the City, Santa COP, the Christmas Parade, Rotary Golf Tournament, Muti-Cultural Womens events, Friends of South Gate Park, South Gate POA, Churches in Action Prayer Breakfast Sponsor, Baker To Vegas, Calfornia Latino Leadership, POA LA County Awards Banquet, Relay For Life, Jr. Athletic Association, SGPD Family Violence, SG Police Athletic League, Police Explorers, purchased bikes for students at SG Middle School, and others.

While this list is not all inclusive, suffice it to say, Mr. C's gives back as a community member and has always been willing to reach into its pocket, whether it is for the things mentioned above or providing vehicles for Police Training use or working Check Points, translating to more than $150,000 invested in the community, and done so to benefit the community in which we work.

19. ATTACHMENTS

Certain sections of the Proposal Forms requested photographs, insurance certificates and further explanations if your firm answered "yes" to a question. For each attachment that is a part of this Proposal, please list and describe the attachment (e.g., "W3 photographs of our tow trucks" or "Explanation concerning questions 9.3-2 pages." If your firm has no attachments, write "None" on 19.1).

Our firm declares that the attachments listed below are added and are made a part of this Proposal in order to fully and accurately respond to the RFP:

19.1 Sec. 3 LICENSING – 3.2 List of additional licenses held by Proposer

19.2 Sec. 4 EXPERIENCE/PERFORMANCE 4.5 List of all towing entities/related information as requested

19.3 Sec. 5 FACILITIES Photos (a)-(e) of Primary/Secondary Lots

19.4 Sec. 6 EQUIPMENT Photos of tow vehicles and other equipment used

19.5 Sec. 14 INSURANCE Certificate of Insurance.

19.6 Sec. 7 CONFIDENTIAL PERSONNEL INFORMATION

20. UNDER THE PENALTY OF PERJURY, PROPOSER CERTIFIES THAT:

A. This proposal is genuine, is not a sham or collusive, and is not made in the interest of or on behalf of any person, partnership, corporation, firm, organization or another entity not named or disclosed in the proposal;

B. All facts and statements in the proposal are completely true, accurate and correct.

C. By signing this proposal, each individual below represents and warrants that the individual:

(1) Has the right, power, legal capacity and authority not only to sign this Proposal on the Proposer's behalf, but also to bind the Proposer to this Proposal; and,

(2) Binds the Proposer to this proposal.

PROPOSER

By: _____
Signature

Name: JERRY BROWN
Printed

Its: GENERAL MANAGER
Title

Address: 4421 Mason Street
South Gate, CA 90280

Telephone: Office: 323-249-0575;
Cell: 323-807-3515

FORMS

Attachment 1	-	Insurance Requirements Checklist
Attachment 2	-	Civil Litigation History/Civil Litigation Certification
Attachment 3	-	Criminal Convictions Certification
Attachment 4	-	False Claims/False Claims Act Certification
Attachment 5	-	[Notarized] Non-Collusion Affidavit
Attachment 6	-	Campaign Contribution Disclosure Form

ATTACHMENT 1

INSURANCE REQUIREMENTS CHECKLIST
(POLICE ORDERED TOWING & STORAGE SERVICES RFP)

TOW OPERATOR: MR. C'S TOWING OF SOUTH GATE

Minimum Insurance Requirements. As of the date of proposal submission, proposers must demonstrate insurance coverage amounts which meet or exceed the insurance coverage requirements specified in Section VI of the RFP and Section 8(A) of the sample agreement attached as Exhibit A of this RFP. City reserves the right to reject any proposal which does not demonstrate that the proposer meets the minimum insurance requirements of the RFP.

I. **General Liability Insurance** – minimum requirements met?
X yes ___ no

notes:

II. **Commercial Automobile Liability Insurance** – minimum requirements met?

X yes ___ no

notes:

III. **Professional Liability (Errors & Omissions)** – minimum requirements met?

___ yes ___ no

notes:

IV. **Workers' Compensation Insurance – minimum requirements met?**
X yes ___ no

notes:

55

V. **Garage Keepers Legal Liability** – minimum requirements met?

X yes ___ no
notes:

VI. **Umbrella or Excess Liability** – minimum requirements met?

X yes ___ no

notes:

VII. **Acceptability of Insurers** –

X yes ___ no

notes:

Reviewer's Notes: (Typed on additional page or hand written below)

Review Completed by:

_____ Date/Time_____

ATTACHMENT 2

CIVIL LITIGATION HISTORY/ CIVIL LITIGATION CERTIFICATION

(POLICE ORDERED TOWING & STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a towing and storage services within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Bell Gardens for Police Ordered Towing & Storage Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

ATTACHMENT 3

CRIMINAL CONVICTIONS CERTIFICATION
(POLICE ORDERED TOWING & STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

For the five (5) years preceding the date this Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of towing and storage services by the Proposer submitting this Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the City should be aware.

CRIMINAL CONVICTIONS CERTIFICATION

If the Proposer has no criminal convictions to report as described above, complete the following:

I, JERRY BROWN, GENERAL MANAGER, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Proposal)

MR. C' S TOWING OF SOUTH GATE
(Proposer name as shown on Proposal)

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 15th day of August, 2024 (month and year) at South Gate, California (city and state)

by Jerry Brown
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

ATTACHMENT 3

CRIMINAL CONVICTIONS INFORMATION

(1) Date of conviction: _____

(2) Name of case: _____

Court case identification number: _____

(3) Identity of the law violated: _____

_____

(4) Identity of the prosecuting agency: _____

_____

(5) Contract or project involved: _____

_____

(6) Punishment imposed: _____

_____

_____

(7) Exculpatory information: _____

_____

_____

_____

_____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

FALSE CLAIMS/FALSE CLAIMS ACT CERTIFICATION

(POLICE ORDERED TOWING & STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, JERRY BROWN, am the GENERAL MANAGER
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of MR. C'S TOWING OF SOUTH GATE (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of Bell Gardens, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 15th day of August, 2024 at South Gate, California
(month and year) (city and state)

By Jerry Brown
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

ATTACHMENT 4

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: _____

_____

(2) Identity of tribunal or court and case name or number, if any: _____

_____

(3) Government Contract or project involved: _____

_____

(4) Government agency involved: _____

(5) Amount of fine imposed: _____

_____

(6) Exculpatory Information: _____

_____

_____

_____

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

ATTACHMENT 5

NON-COLLUSION AFFIDAVIT

(POLICE ORDERED TOWING & STORAGE SERVICES RFP)

State of California)
) SS:
County of Los Angeles)

JERRY BROWN being first duly sworn, deposes and says that he or she
(print name of person)

is General Manager of MR. C'S TOWING OF SOUTH GATE, the party
(print title of person) (print name of firm)

submitting a proposal for the award of a Towing Services Non-Exclusive Franchise Agreement for the City of Bell Gardens, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to paid to the City of Bell Gardens in the form of franchise fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the franchise agreement to anyone interested in being awarded a towing and vehicle storage services franchise; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

Jerry Brown
(Signature of Proposer)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

ATTACHMENT 5

STATE OF ~~CALIFORNIA~~ Nevada)
COUNTY OF ~~LOS ANGELES~~ Clark) SS:

Subscribed and sworn to (or affirmed) before me this 11 day of August, 2024.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL OF NOTARY)

Notary Public - State Of Nevada
COUNTY OF CLARK
NANCY LILIAN ANDERSON
My Appointment Expires
July 29, 2025
No: 93-0906-1

(Signature of Notary)

Nancy Lilian Anderson
(Printed Name of Notary)

END OF DOCUMENT

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(POLICE ORDERED TOWING & STORAGE SERVICES RFP)

Cities are subject to the campaign disclosure provisions detailed in Government Code § 84308

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the 12 months preceding the pendency of the contract award, and for 12 months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

1. Application for:

   ☐ License

   ☐ Permit

   ☒ Franchise

   ☐ Mills Act or Development Agreement

   ☐ Contract (Professional Services, Construction Services, Maintenance, Public Works, etc.)

   ☐ Lease

   ☐ Other Entitlement[1]

2. Have you or your company, or any participant or agent on behalf of you or your company, made any political contributions of more than $250 to any City Councilmember or Commissioner within the preceding 12 months?

   YES ☐ NO ☒

3. Date of the City Council or Commissioner Meeting when proceeding will be considered? (if known and if applicable):

4. Is this a supplement to a previously submitted Campaign Contribution Disclosure Form for the proceeding?

   YES ☐ NO ☒

[1] "License, permit or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

If yes, what is the date of the previously submitted form: _____

5. Is this a correction to a previously submitted Campaign Contribution Disclosure Form for the proceeding?

YES ☐ NO ☒

If yes, what is the date of the previously submitted form: _____

Provide a brief explanation of correction: _____

6. CONTRIBUTIONS

Name of City Councilmember or Commissioner receiving contribution: NONE

Submit separate forms for any contributions made to other City Councilmembers or Commissioners. Only one (1) City Councilmember or Commissioner may be listed per form.

Complete the table below with all contributions made by the party, participant or their agent with whom contributions must be aggregated of more than $250. If you have more than five contributions to report, please submit a supplemental form.

	Name of Party	Name of Participant or Agent Making Contribution	Date of Contribution	Amount of Contribution
1.				
2.				
3.				
4.				
5.				
	Total Contributions			**0.00**

By signing below, I certify under penalty of perjury that the statements made herein are true and correct to the best of my knowledge.

Name: JERRY BROWN

Email: jerry_brown8123@msn.com

Phone: 323-807-3515

Date: August 15, 2024

Signature: Jerry Brown

Answering yes to the questions above does not preclude the City of Bell Gardens from awarding an application or contract to your firm. It may, however, preclude the identified City Councilmember or Commissioner from participating in the application or contract award process for this contract.

65

California Government Code Section 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) While a proceeding involving a license, permit, or other entitlement for use is pending, and for 12 months following the date a final decision is rendered in the proceeding, an officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars ($250) from any party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution on the officer's own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars ($250) from a party or from any participant shall disclose that fact on the record of the proceeding. An officer of an agency shall not make, participate in making, or in any way attempt to use the officer's official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars ($250) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

(d) (1) If an officer receives a contribution which would otherwise require disqualification under this section, and returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

(2) (A) Subject to subparagraph (B), if an officer accepts, solicits, or directs a contribution of more than two hundred fifty dollars ($250) during the 12 months after the date a final decision is rendered in the proceeding in violation of subdivision (b), the officer may cure the violation by returning the contribution, or the portion of the contribution in excess of two hundred fifty dollars ($250), within 14 days of accepting, soliciting, or directing the contribution, whichever comes latest.

(B) An officer may cure a violation as specified in subparagraph (A) only if the officer did not knowingly and willfully accept, solicit, or direct the prohibited contribution.

(C) An officer's controlled committee, or the officer if no controlled committee exists, shall maintain records of curing any violation pursuant to this paragraph.

(e) (1) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars ($250) made within the preceding 12 months by the party or the party's agent.

(2) A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a

contribution of more than two hundred fifty dollars ($250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(3) When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in this section.

(f) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

19. ATTACHMENTS

19.1 Sec. 3 LICENSING

19.2 Sec. 4 EXPERIENCE AND PERFORMANCE HISTORY

19.3 Sec. 5 FACILITIES PHOTOS

19.4 Sec. 6 EQUIPMENT PHOTOS

19.5 Sec. 14 INSURANCE

19.6 Sec. 7 CONFIDENTIAL PERSONNEL INFORMATION

19.1 Licensing

In addition to those licenses listed in the space provided, Mr. C's maintains the following business licenses, all of which are current and in good standing:

City of Bell Business License
City of Bell Gardens Business License
City of Carson Business License
City of Commerce Business License
City of Compton Business License
City of Cudahy Business License
City of Downey Business License
City of Gardena Business License
City of Hawthorne Business License
City of Huntington Park Business License
City of Lynwood Business License
City of Pico Rivera Business License
City of Pico Rivera Business License
City of South Gate Business License
City of Vernon Business License

19.2 Experience and Performance History

4.5 The following is a list of Agencies for whom Mr. C's performs towing and storage services, the majority of which were through RFP selection process and/or under contract.

AGENCY	LOCATION/PHONE	SERVING SINCE
City of Bell Police Dept Chief Carlos Isla	Bell (323) 585-1245	2014 - present
California Highway Patrol Michelle Reinert	Westminster (714) 892-4426	1987 - present
California Highway Patrol (Evidence Contract) Michelle Reinert	Westminster (714) 892-4426	1995 – present
California Highway Patrol Martin Gonzales	East Los Angeles (323) 980-4600	2003 - present
City of Commerce Ralph Vivero	Commerce (323) 722-4805 x2293	2017 – present
City of Huntington Park Lt. Alfred Martinez	Huntington Park (323) 584-1254	2016 – present
La Palma Police Dept Chief Terry Kim	La Palma (714) 690-3380	1991 – present
Los Alamitos Police Dept Chief Eric R. Nunez	Los Alamitos (562) 594-7232	1987 – present
Los Angeles Sheriff's Dept Officer Bash	East Los Angeles Cell (562) 477-3180	2018 - present
Los Angeles Sheriff's Dept Officer Bash	Hawaiian Gardens (562) 623-3500	1997 – present
City of Lynwood JD Whitaker	Lynwood (310) 735-6062	2017 – present
Orange Co. Auto Theft Task Force	Where needed (714) 634-1385	1994 – present
Seal Beach Police Dept Sgt. Ezro	Seal Beach (562) 799-4100	1992 – present
Signal Hill Police Dept Chief Wayne Byerley	Signal Hill (562) 989-7200	1994 – present
South Gate Police Dept Chief Darren Arakawa	South Gate (323) 563-5400	2002 – present
City of Vernon Police Dept Chief Robert Sosa	Vernon (323) 587-5171	11/2018 - present

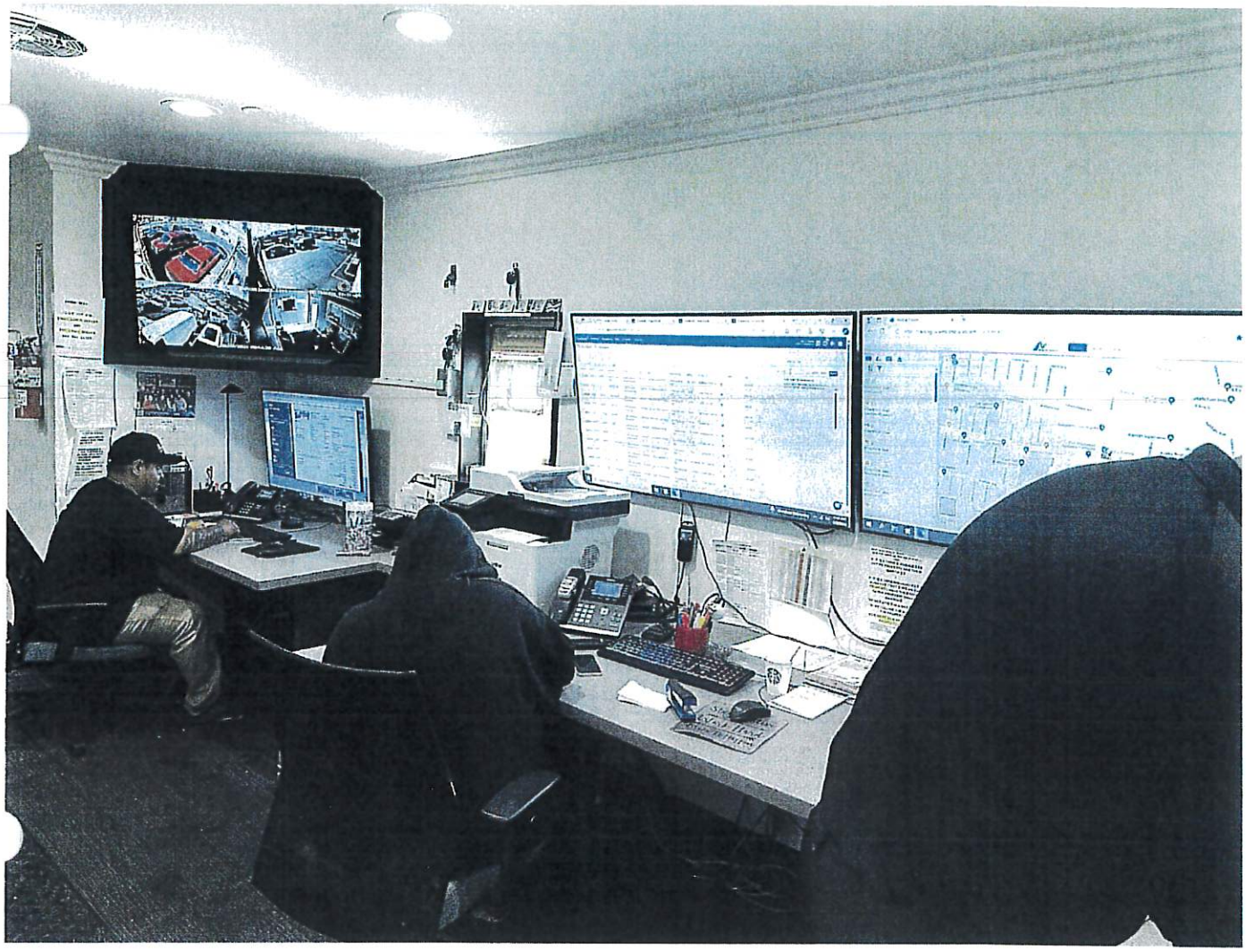
19.3. Facilities

5.1 The following photos follow the order set forth in the RFP for the Primary Storage Lot:

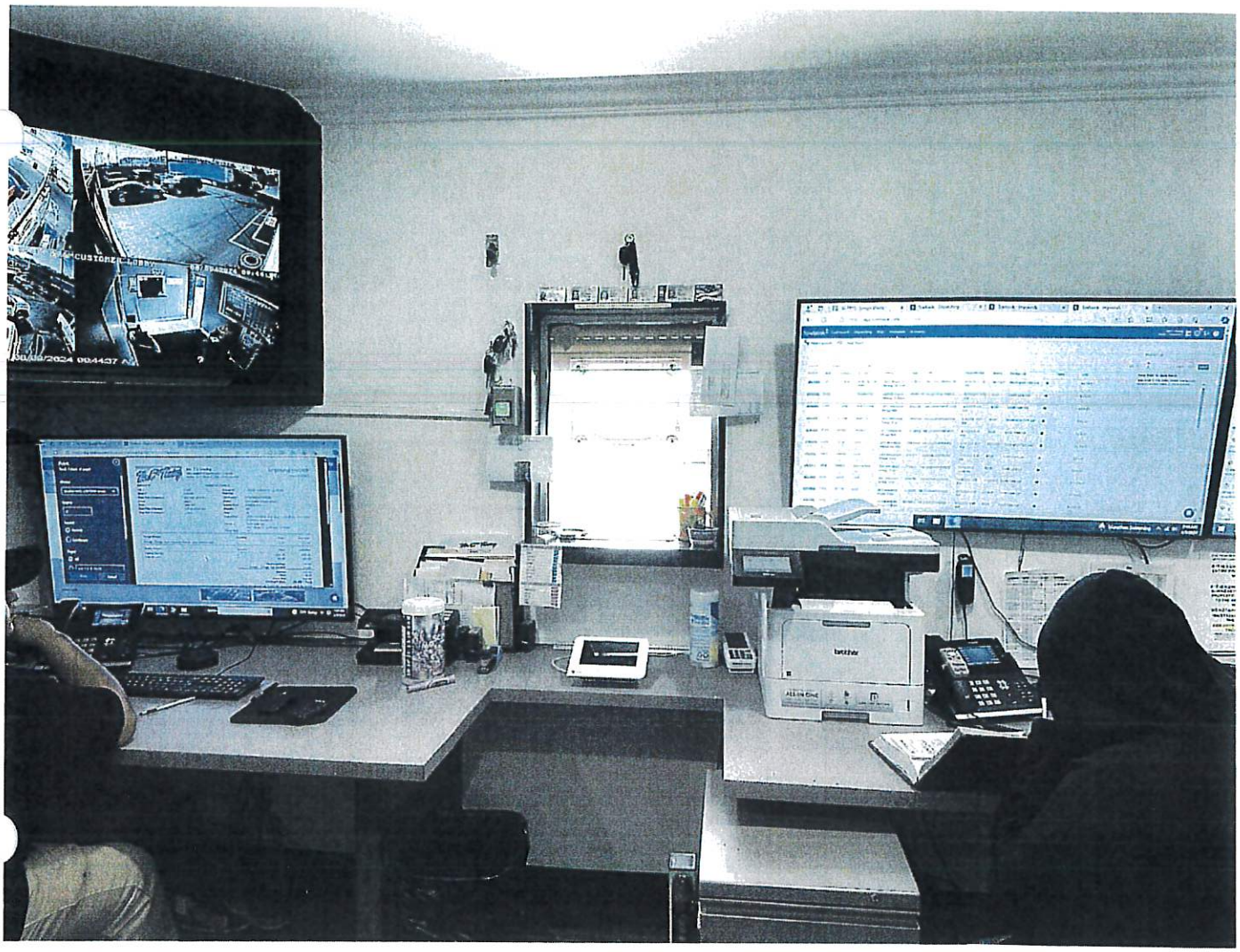
(a) Business Office
(b) Customer Waiting Area
(c) Secure Area For Police Hold Vehicles
(d) Primary Storage Lot
(e) Secondary Storage Lot
(f) Disposal Lot – **not applicable as such lot does not exist**

PRIMARY LOT PHOTOS

Business Office (Dispatch)	-	3 photos
Customer Waiting Area	-	2 photos
Secure Area Police Hold	-	2 photos
Primary Storage Lot	-	2 photos

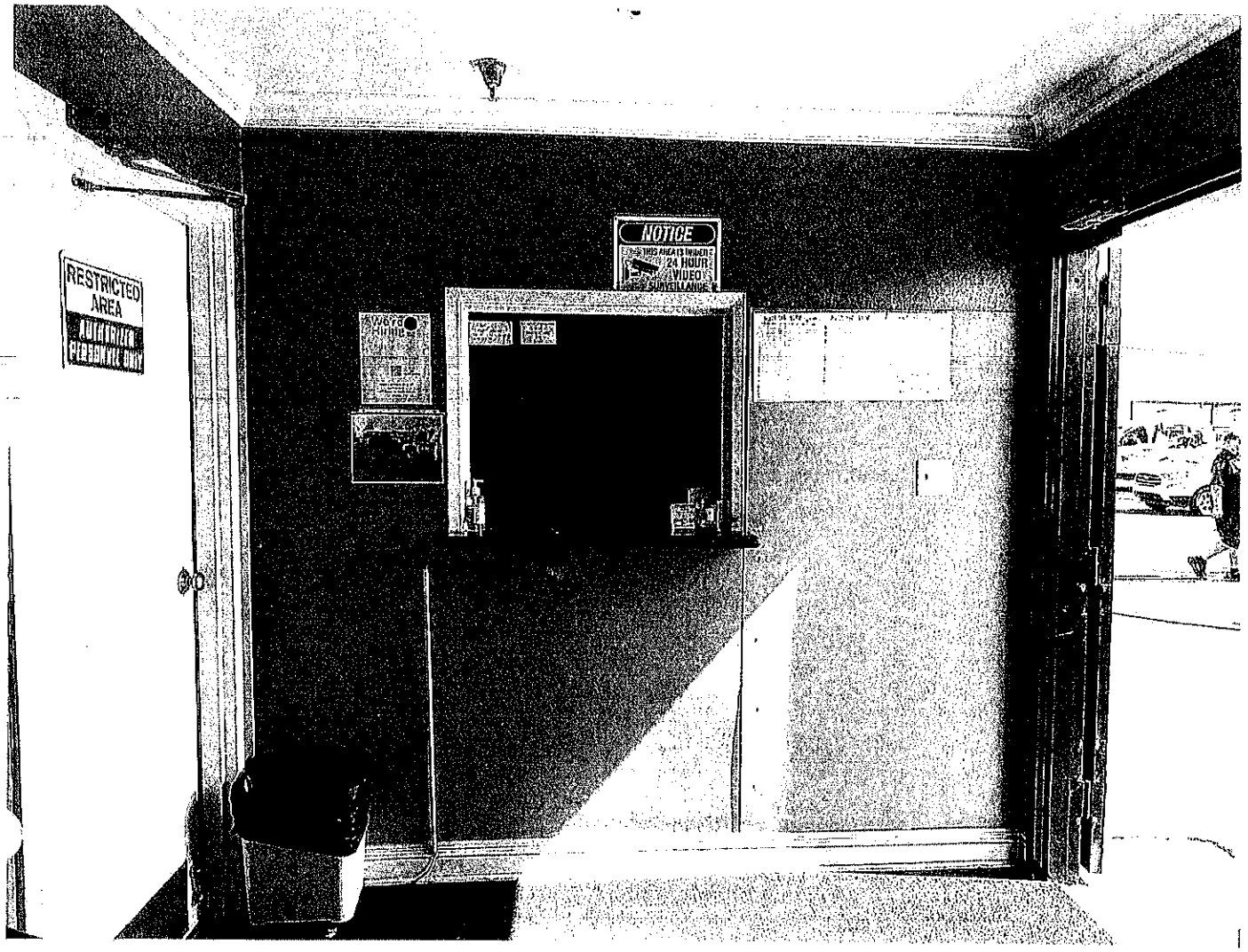


Business Office 73



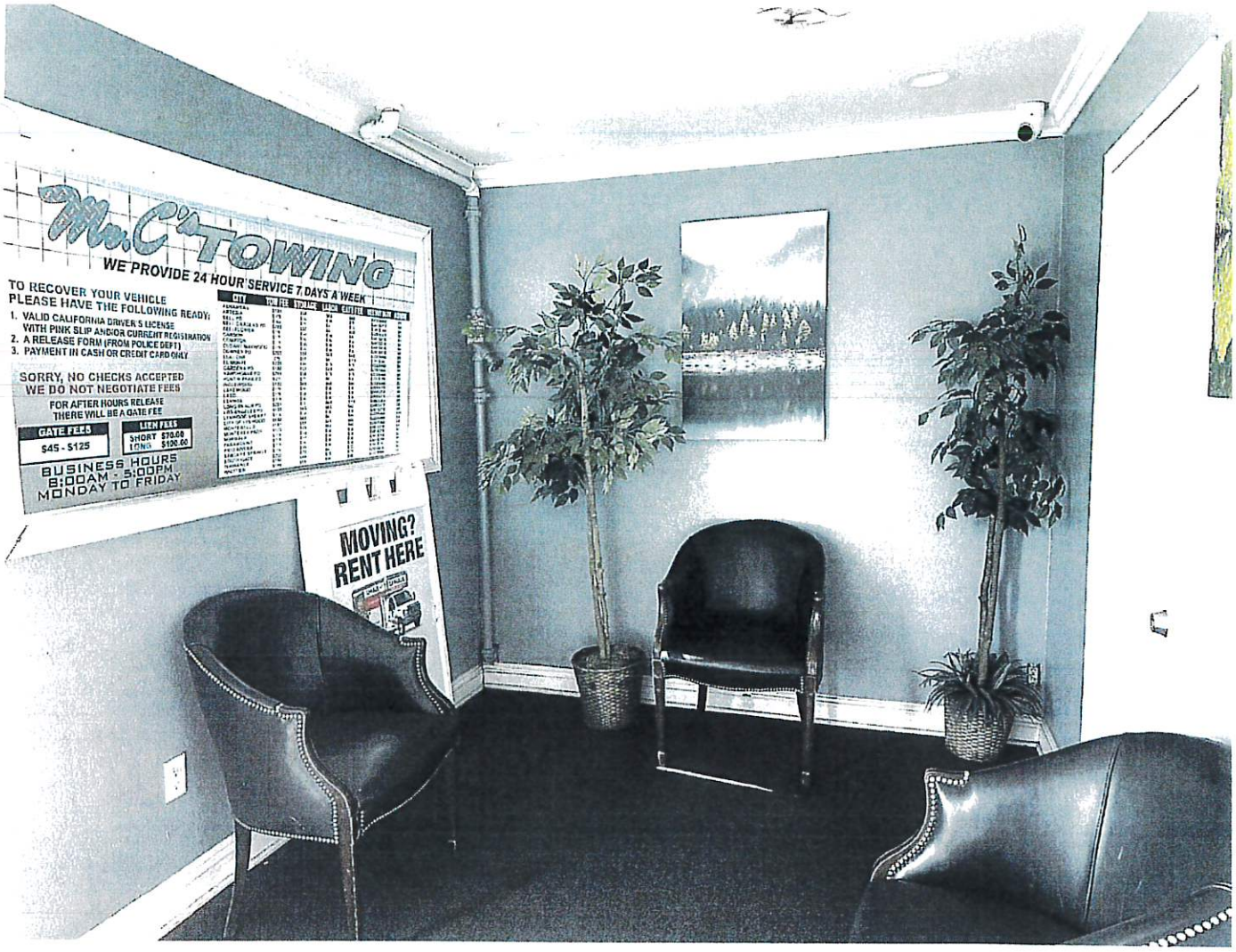
Business Office 74

Business Office 75



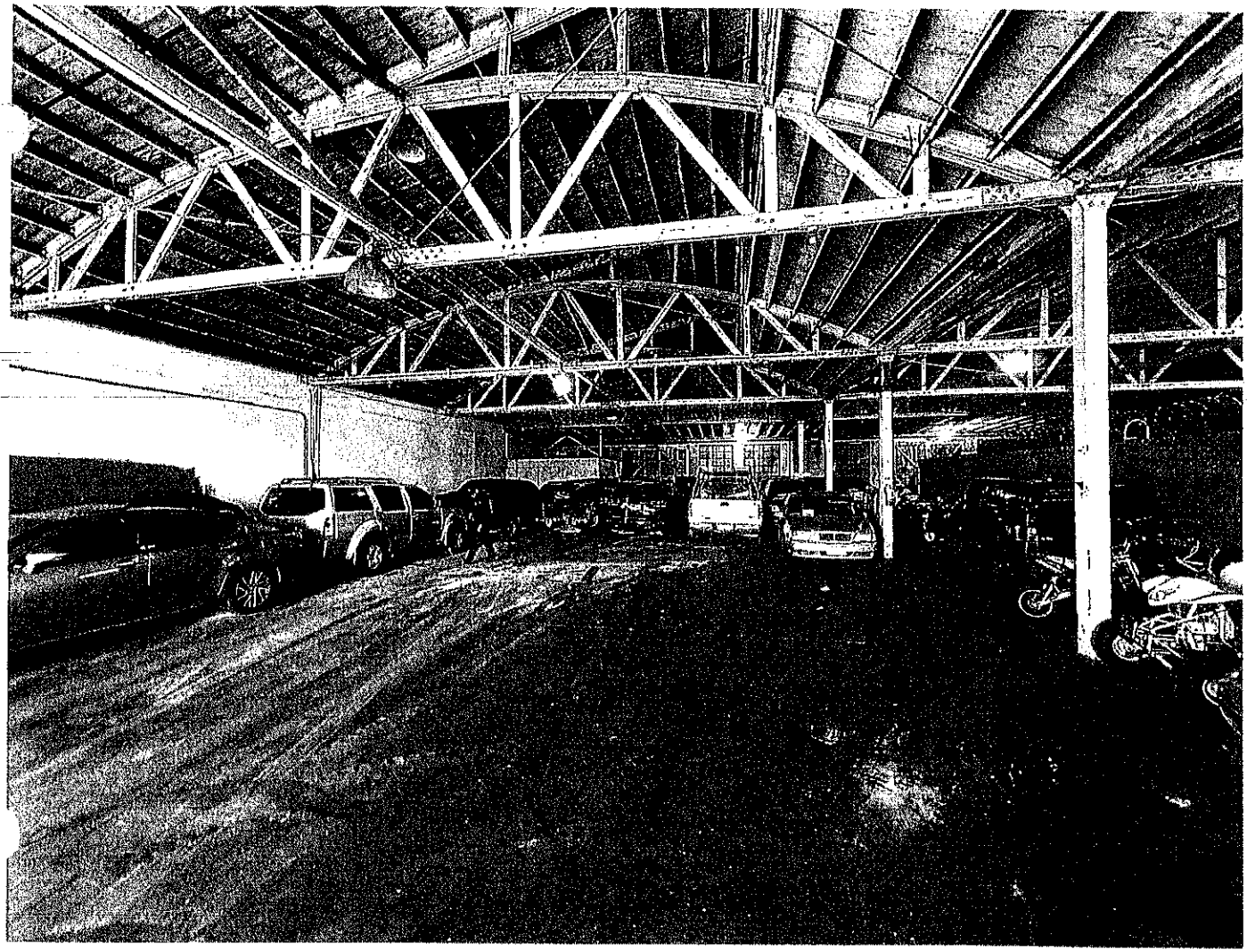
76

Customer Waiting Area



Customer Waiting Area

77



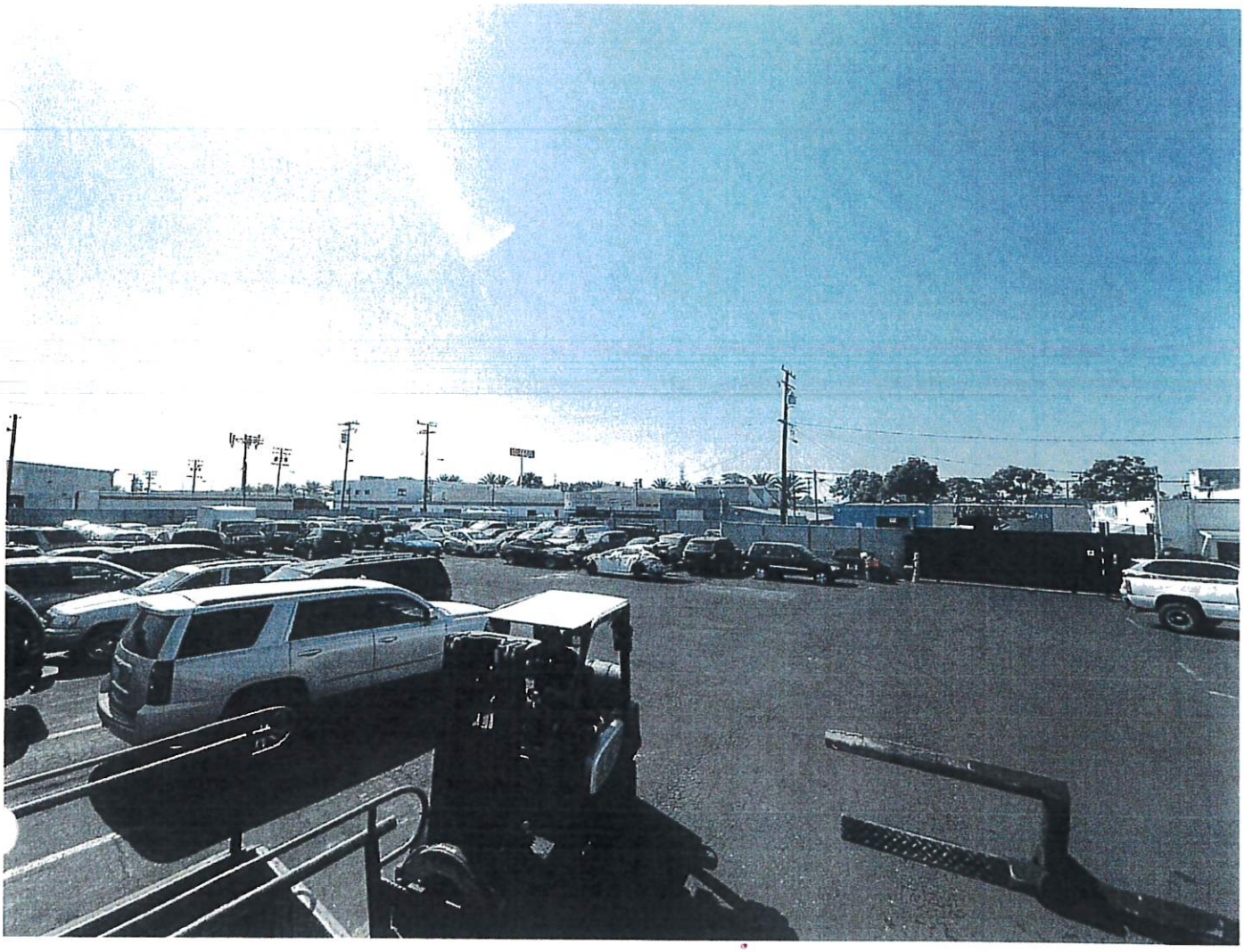
78

Secure Area Police Hold



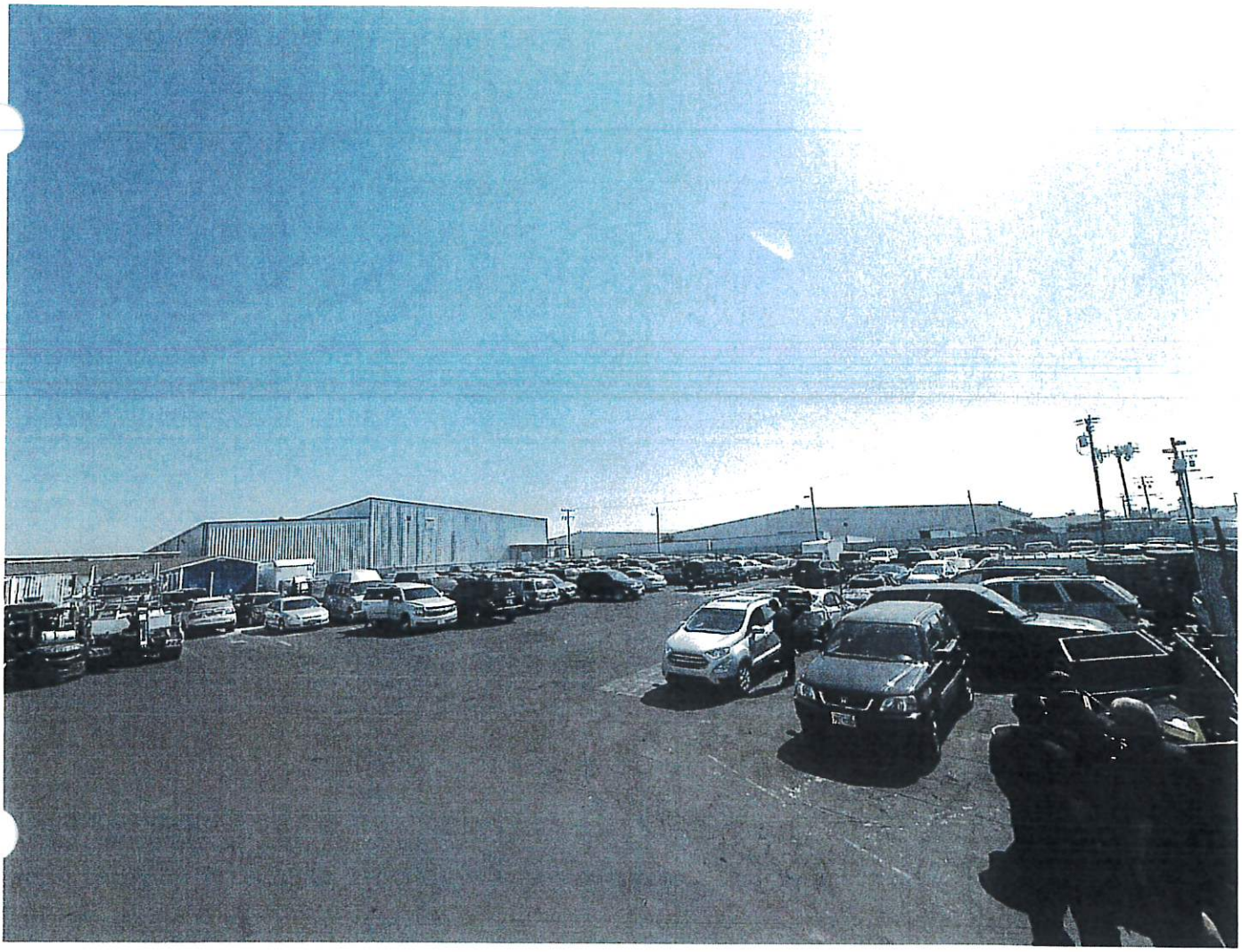
79

Secure Area Police Hold



80

Primary Storage



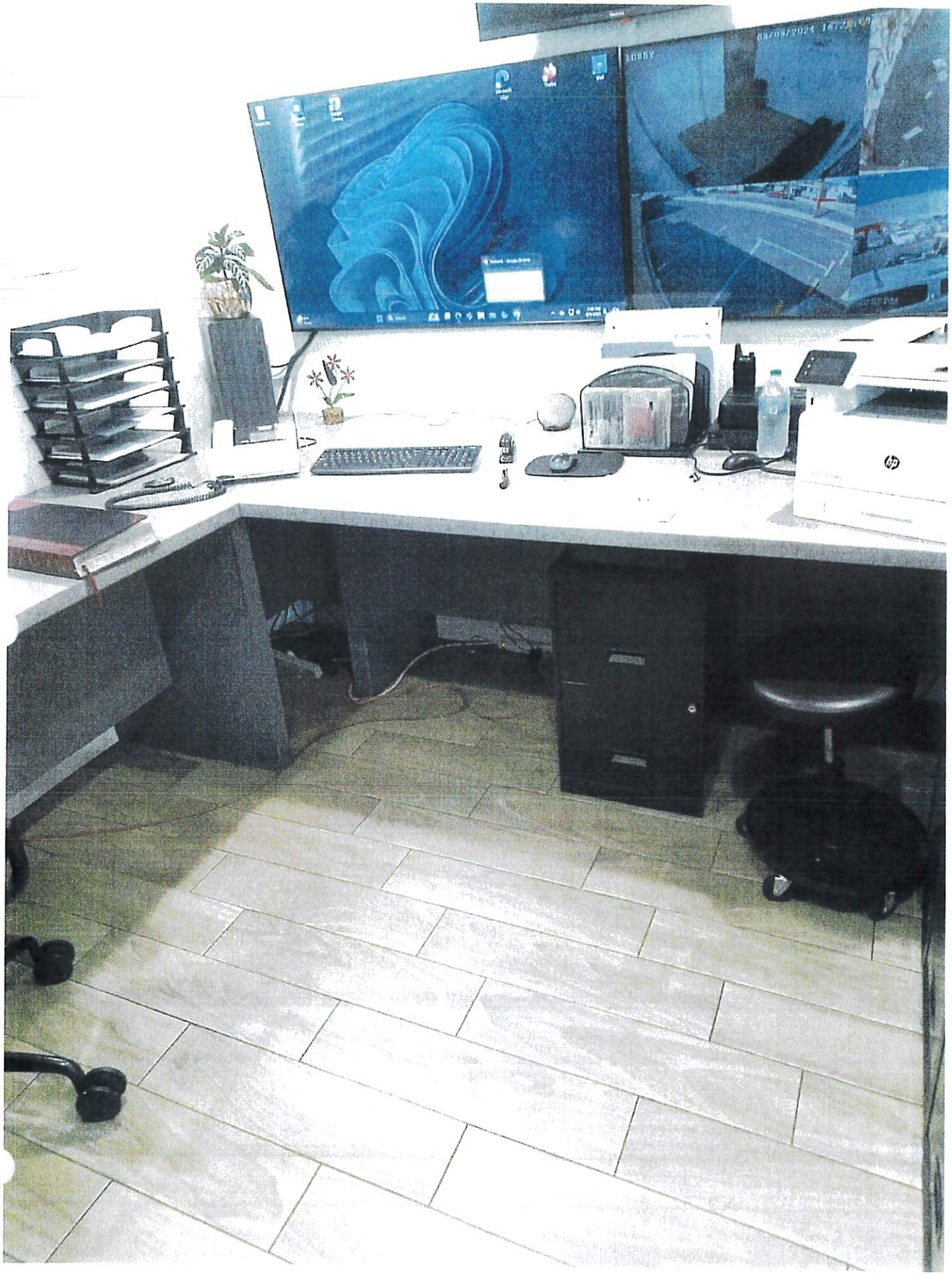
81

SECONDARY LOT PHOTOS

Business Office (Dispatch)	-	3 photos
Customer Waiting Area	-	2 photos
Secure Area Police Hold	-	2 photos
Primary Storage Lot	-	3 photos



Front Gate of Yard



Business Office 84



Dispatch Office

Dispath Office

Mac's TOWING

	TOWING	STORAGE	LABOR	GATE	ADMIN
BELL PD	$260	$75	$0	$75	$0
COMMERCE	$270	$77	$0	$90	$190
CUDAHY-MAYWOOD	$176	$45	$0	$88	$45
HUNTINGTON PARK PD	$270	$77	$0	$90	$0
LASD	$176	$45	$0	$88	$0
LOS ANGELES	$139	$43	$65	$65	$0
VERNON PD	$175	$52	$0	$80	$0

HUNTINGTON PARK PD DAILY FEES

DUI	UNLICENSED	30 DAY HOLD	ALL OTHERS
$335.72	$167.87	$167.87	$114.16

GATE FEES

$60 $100

BUSINESS HOURS
MONDAY FRIDAY
8AM 5PM

LIEN FEES

SHORT $70.00
LONG $100.00

SORRY NO CHECKS ACCEPTED WE DO NOT NEGOTIATE FEES
WE ACCEPT VISA MASTERCARD
AFTER HOURS RELEASE CHARGE WILL BE ASSESSED

L.A. SHERIFF

NO GATE FEE BETWEEN

11:00 AM - 1:00 PM
SATURDAY, SUNDAY AND HOLIDAYS

Mac's Towing



Customer Waiting Area

Customer Service Window

88



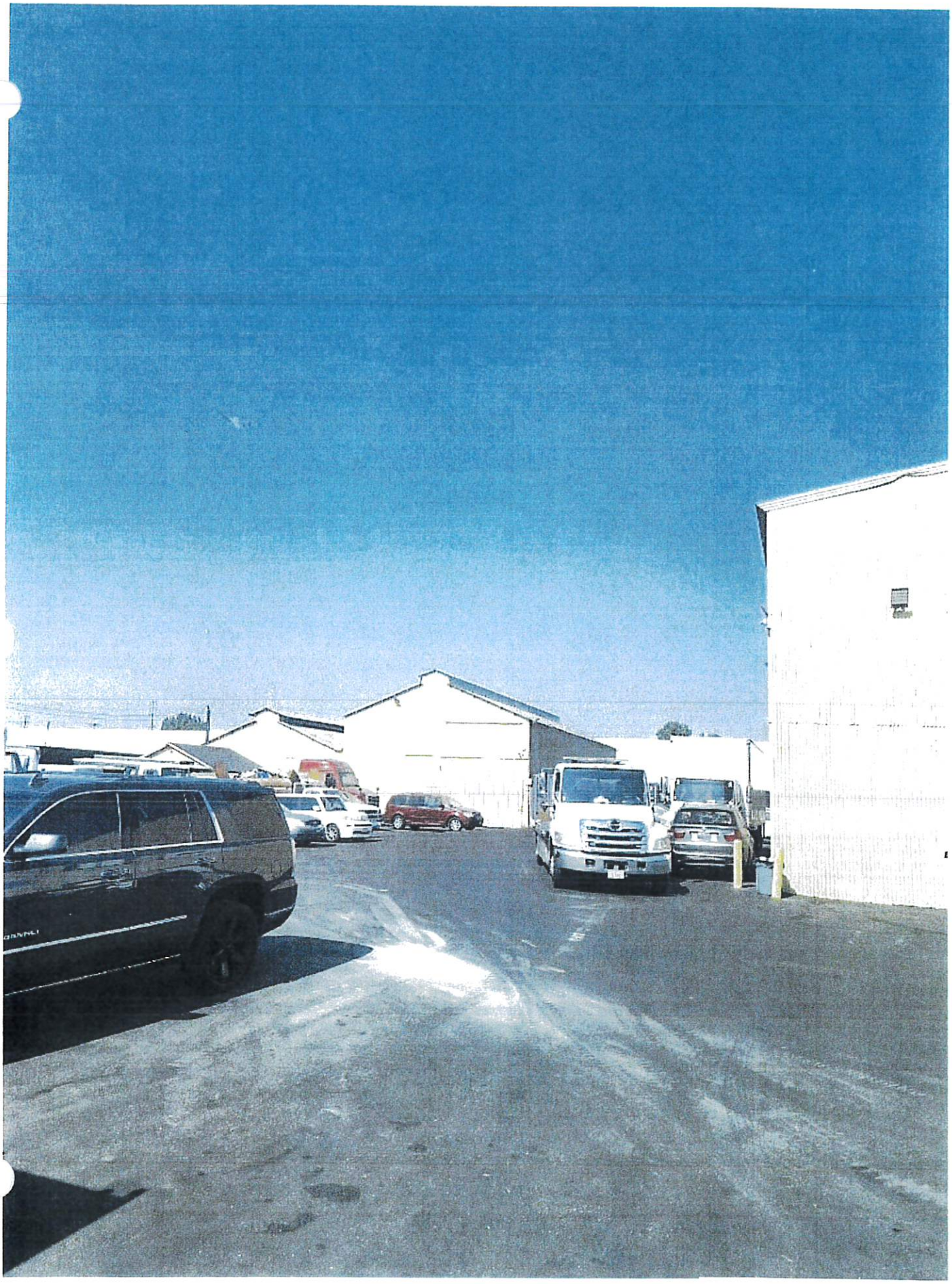
Evidence Area



Evidence Area

Storage Yard

Storage Yard 92



Storage Yard

19.4 EQUIPMENT

Photos of Tow Trucks/Equipment

Flatbed: Units 5 and 6

Class A: Units 2, 3, 4, 7, 9, 10, 11, 12

Class B: Unit 8

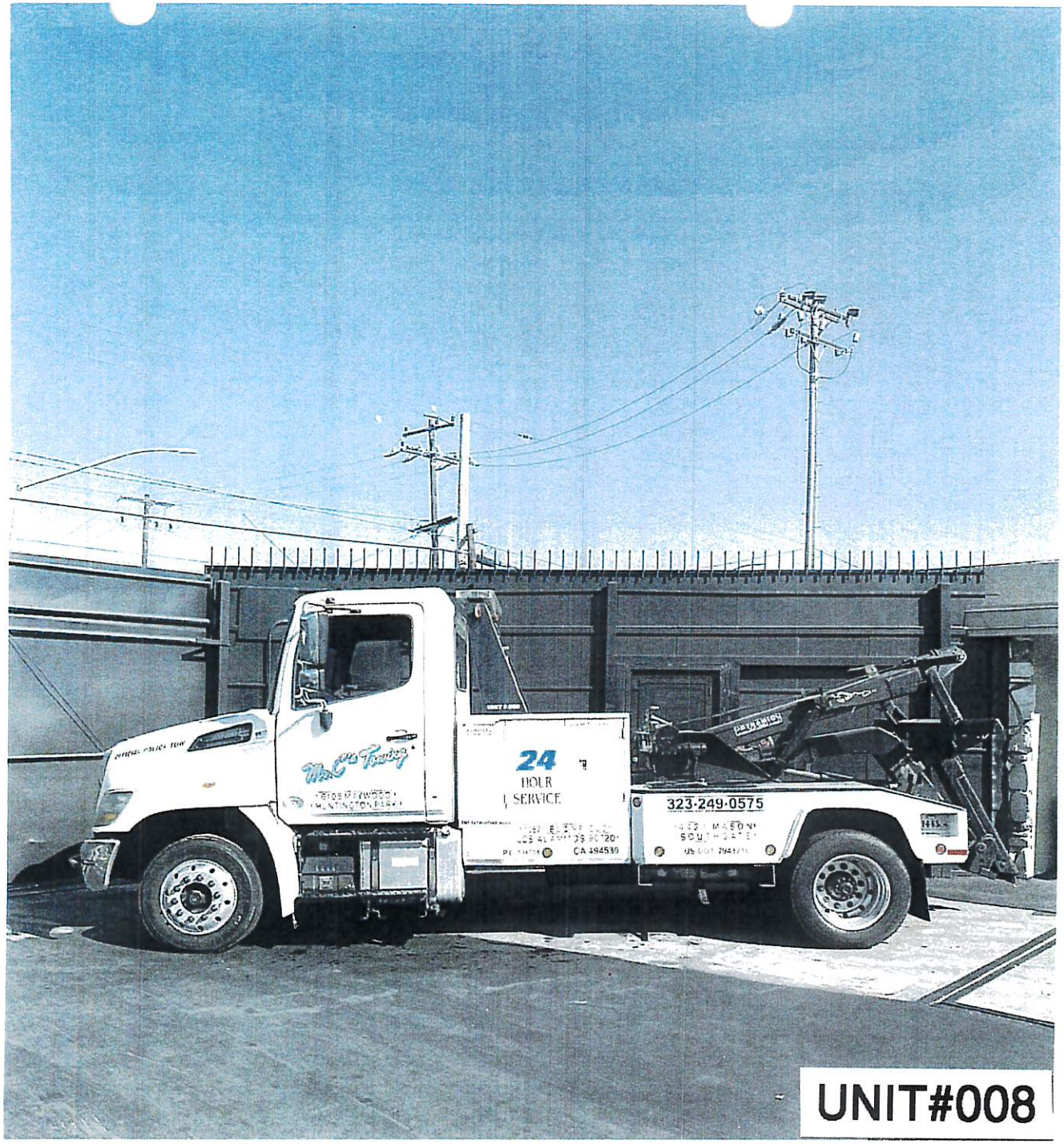
Class C: Units 14, 15

Vehicle Lift

Forklifts


Mr. C's TOWING
323-249-0575
USDOT 2943216
Mr. C's Towing
4421 MASON
SOUTHGATE
US DOT 2943216 P.C. 138701 CA 494530
UNIT # 005
OFFICIAL POLICE TOW
UNIT#005

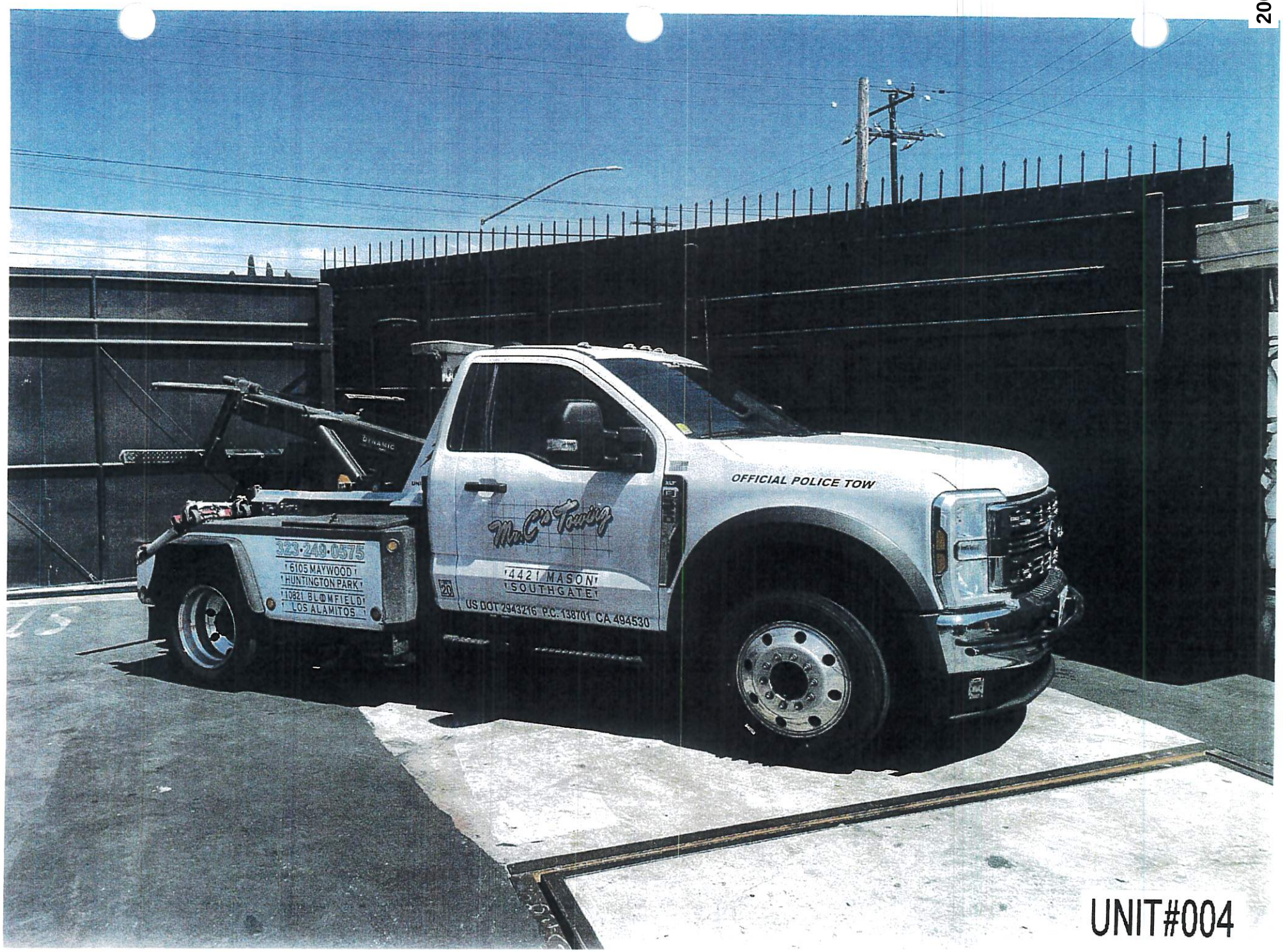

M.C. TOWING
323-249-0575
CA 494530
JERR-DAN
10821 BLOMFIELD
LOS ALAMITOS 90720
US DOT 2943215
6705 MAYWOOD
HUNTINGTON PARK 90255
OFFICIAL POLICE TOW
24 Hour Professional Service
4421 MASON
SOUTHGATE
CA 90280
P.C. 1381 01
006
UNIT#006


24
HOUR
SERVICE
323·249·0575
UNIT#008


323-249-0575
VERNON
MAYWOOD
HUNTINGTON PARK
BELL
BELL GARDENS
BLOMFIELD
LOS ALAMITOS
OFFICIAL POLICE TOW
Mac's Towing
4421 MASON
SOUTHGATE
US DOT 2943216 PC 138701 CA 494530

UNIT#002

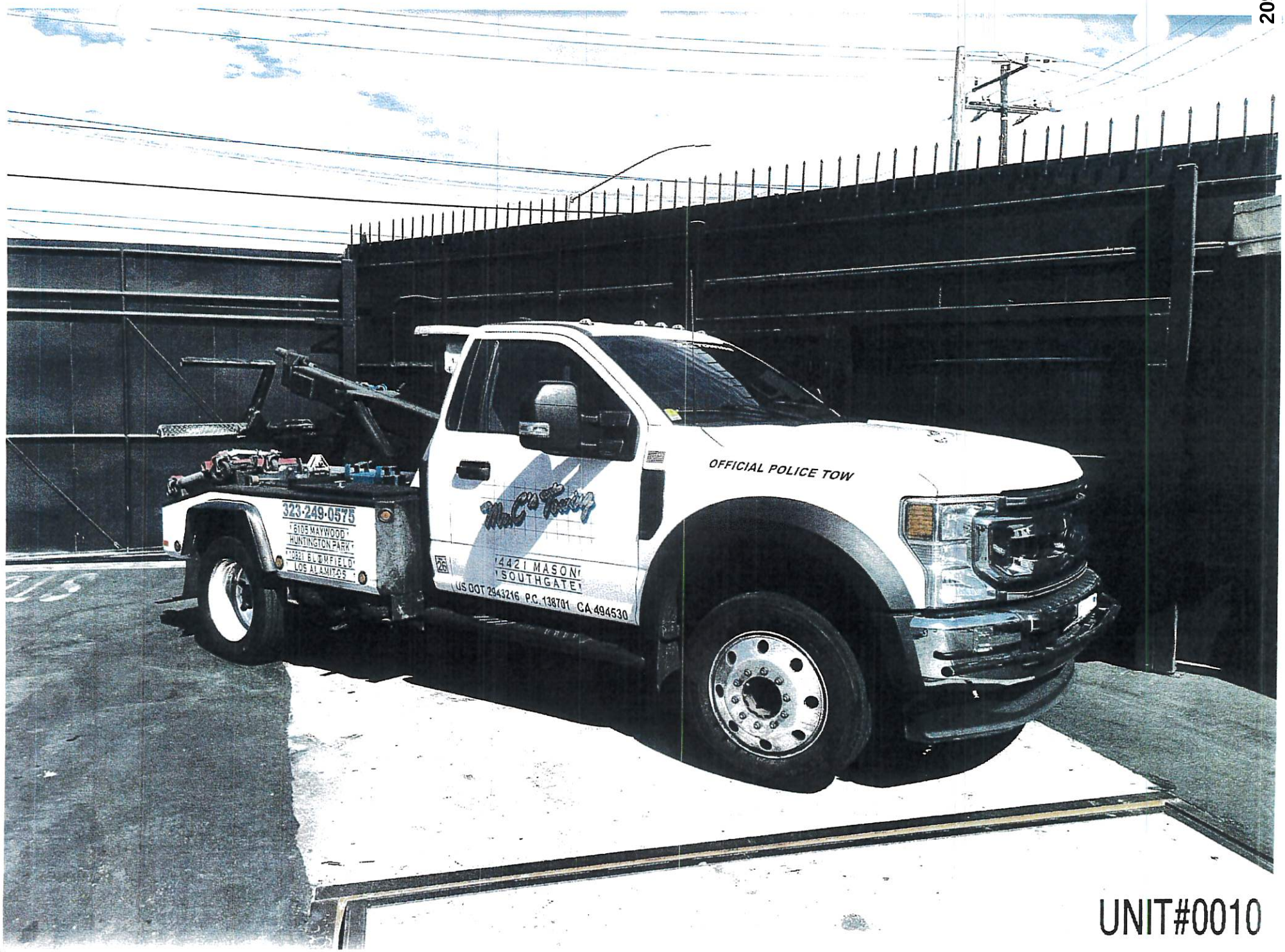

OFFICIAL POLICE TOW
323-249-0575
6105 MAYWOOD
HUNTINGTON PARK
10821 BLOOMFIELD
LOS ALAMITOS
4421 MASON
SOUTHGATE
US DOT 2943216 P.C. 138701 CA 494530
UNIT#003


OFFICIAL POLICE TOW
Mr C's Towing
323-249-0575
6105 MAYWOOD
HUNTINGTON PARK
10821 BLOMFIELD
LOS ALAMITOS
4421 MASON
SOUTHGATE
US DOT 2943216 P.C. 138701 CA 494530

UNIT#004


24
HOUR
SERVICE
323-249-0575
6105 MAYWOOD
HUNTINGTON PARK
10621 BLOOMFIELD
LOS ALAMITOS
OFFICIAL POLICE TOW
Mr. C's Towing
4421 MASON
SOUTHGATE
US DOT 2943216 P.C. 138701 CA 494530
UNIT#007


OFFICIAL POLICE TOW
323-249-0575
6105 MAYWOOD
HUNTINGTON PARK
10821 BLOOMFIELD
LOS ALAMITOS
4421 MASON
SOUTHGATE
US DOT 2943216 P.C. 138701 CA 494530
UNIT#009


OFFICIAL POLICE TOW
323-249-0575
6105 MAYWOOD
HUNTINGTON PARK
3821 BLOOMFIELD
LOS ALAMITOS
4421 MASON
SOUTHGATE
US DOT 2943216 PC 138701 CA 494530

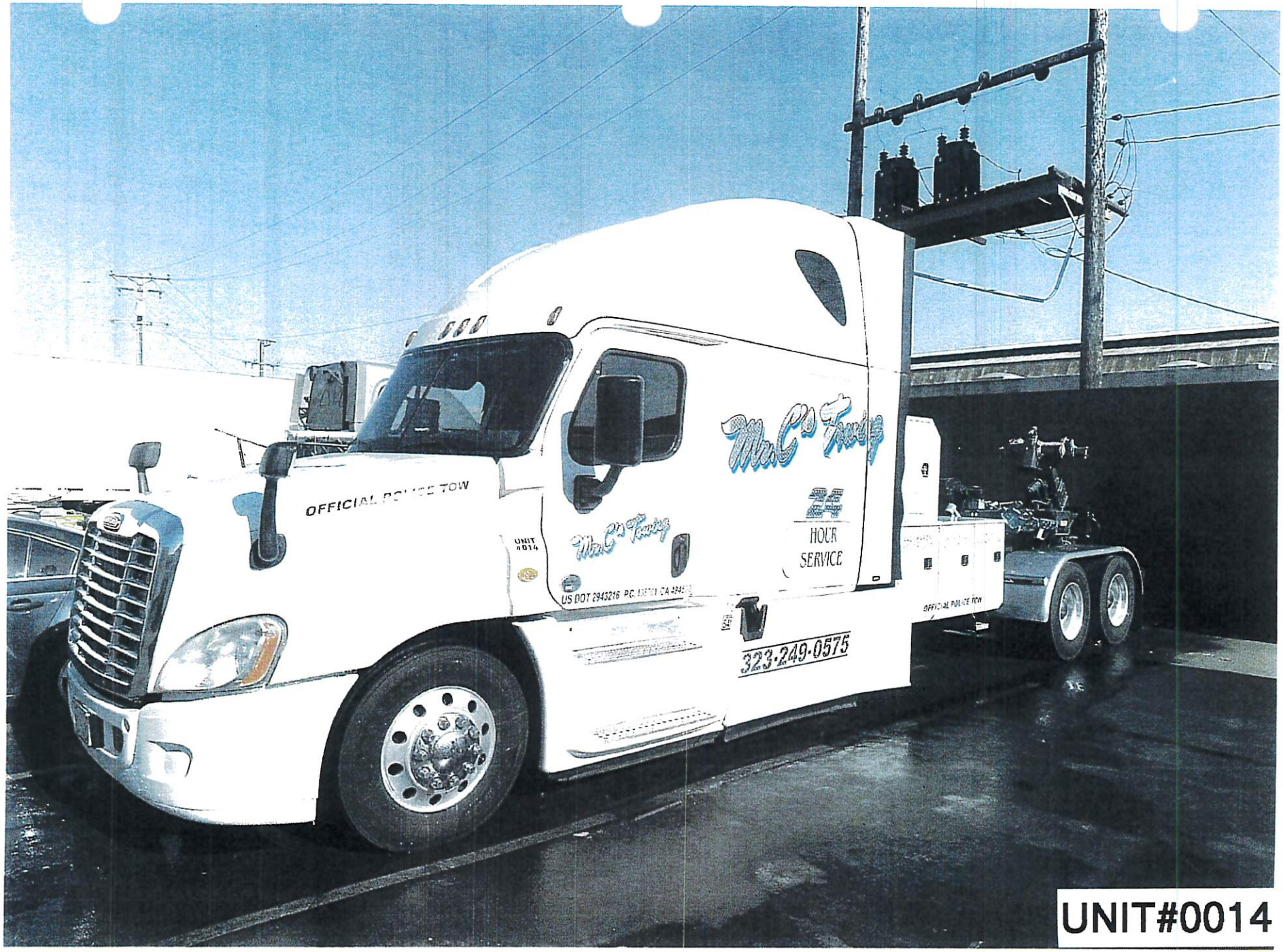
UNIT#0010


323-249-0575
6105 MAYWOOD
HUNTINGTON PARK
10621 BLOOMFIELD
LOS ALAMITOS
Mac's Towing
4421 MASON
SOUTHGATE
US DOT 2943216 P.C. 138701 CA 494530
OFFICIAL POLICE TOW
UNIT#0011


323-249-0575
4421 MASON
SOUTHGATE
10821 BLOOMFIELD
LOS ALAMITOS
Mr. C's Towing
6105 MAYWOOD
HUNTINGTON PARK
US DOT 2943216 P.C. 138701 CA 494530
OFFICIAL POLICE TOW
UNIT#0012



UNIT#0015



UNIT#0014

107




Mr. C's TOWING
24 Hour Professional Servic
4421 Mason St. South Gate, CA 90280 (323)

Mr. C's Towing

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Elite Commercial Insurance Services, Inc.
4902 Aggen Rd.
Somis CA 93066

CONTACT NAME: Cassaundra Evans
PHONE (A/C, No, Ext): (805) 444-1425 **FAX (A/C, No):**
E-MAIL ADDRESS: cevans@elitecommercialinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	AmGuard Insurance Company	42390
INSURER B :	Burlington Insurance Company	23620
INSURER C :	Insurance Company of the West	27847
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Mr. C's Towing of South Gate, Inc.; Fubar Properties, LLC.
4421 Mason Street
South Gate CA 90280

COVERAGES **CERTIFICATE NUMBER:** CL2481002654 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		K2GP529240	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		K2GP529240	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist BI	$ 1,000,000 $ $ $ $ 60,000
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			644B1408724	08/10/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WVE 6021005 12	04/01/2023	04/01/2024	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	GARAGEKEEPERS LEGAL LIABILITY ON-HOOK / CARGO			K2GP529240	03/01/2024	03/01/2025	$500,000 LIMS 100K/250K/300K/500K	$500/$2,500 DED $5,000 DEDS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF SOUTH GATE, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS IS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTO LIABILITY
1) 4421 Mason Street, South Gate, CA 90280 - $500,000 Limit.
2) 6105 Maywood Avenue, Huntington Park, CA 90255 - $500,000 Limit.
3) 10621 Bloomfield Street, Los Alamitos, CA 90720 - $500,000 Limit.
4) 10642 Kyle St., Los Alamitos, CA, 90720 - $500,000 Limit.
5) 6089 Maywood Ave., Huntington Park, CA 90255 - $500,000 Limit.

CERTIFICATE HOLDER
CITY OF SOUTH GATE
86500 CALIFORNIA AVE.
South Gate CA 90280

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cassaundra Evans

© 1988-2015 ACORD CORPORATION. All rights reserved.

South Gate Police Department
Administrative Division
Staff Report

To: **Captain E. Perez**
From: **Lieutenant J. Chavez**
Date: **August 30, 2024**
Subject: **Recommendation for Mr. C's Towing for Vehicle Towing and Secured Storage Services**

Introduction:

This staff report outlines the South Gate Police Department's Traffic Bureau recommendation to approve a Vehicle Towing and Secured Storage Services Agreement with Mr. C's Towing, Inc. This recommendation is based on a comprehensive evaluation process conducted in accordance with the Request for Proposal (RFP) procedures. Mr. C's Towing was the sole bidder, and the report provides a detailed account of the review and selection process.

Background:

The City of South Gate, recognizing the need to ensure professional and reliable towing services, issued an RFP for Vehicle Towing and Secured Storage Services on **July 15, 2024**. The RFP process was designed to identify a qualified service provider capable of meeting the city's towing and storage requirements. The key timeline for the RFP process was as follows:

- **RFP Issuance Date:** July 15, 2024, made available on the City's website and from the City Clerk's Office.
- **Pre-Proposal Conference:** A mandatory conference was held on July 22, 2024, at City Hall to discuss RFP requirements and answer questions.
- **Deadline for Questions:** July 29, 2024, with all inquiries submitted in writing.
- **Responses to Questions:** Issued on August 5, 2024.
- **Proposal Submission Deadline:** August 15, 2024.
- **Evaluation Period:** August 20–30, 2024.

Mr. C's Towing, Inc. was the sole company that submitted a proposal by the deadline. The City formed an ad hoc committee consisting of Sgt. Thoreson, Sgt Cancio, and Lt. Chavez of the South Gate Police Department's Traffic Bureau to oversee the proposal review, bidder interviews, and site inspections.

Evaluation Process:

The evaluation process followed a multi-step approach to ensure a thorough review of the submitted proposal:

1. **Review of Written Proposal:**
    - On **August 23, 2024**, the ad hoc committee opened and reviewed the proposal submitted by Mr. C's Towing. The written proposal was assessed to ensure that it met the baseline requirements outlined in the RFP. Mr. C's Towing complied with all minimum standards, including qualifications, services offered, response time expectations, and storage capabilities.
2. **Interview and Site Inspection:**
    - On **August 24, 2024**, the committee conducted an onsite interview with the management of Mr. C's Towing and inspected their primary storage facilities. The interview allowed the committee to assess the company's approach to service delivery, responsiveness to city needs, and capacity to manage peak demand. The inspection ensured their storage facilities met safety, security, and operational standards.
3. **Qualitative Analysis:** The committee's unanimous recommendation to select Mr. C's Towing was based on the following qualitative factors:
    - **Extensive Experience:** Mr. C's Towing demonstrated years of experience providing similar services to other municipalities in the area, which assured the committee of their ability to handle the City's requirements effectively.
    - **High-Quality Proposal Response:** The proposal was clear, comprehensive, and addressed all aspects of the RFP, showcasing their operational readiness and attention to detail.
    - **Community Engagement:** Mr. C's Towing has a strong presence in the community, actively engaging in local events and maintaining good relationships with city officials, the police department, and residents.
    - **Inspection Compliance:** The company passed a **14-point inspection** covering operational safety, facility security, and vehicle storage conditions. This demonstrates their adherence to high standards in both service and safety.

- **Future Expansion:** Mr. C's Towing has plans to open a new facility in 2025, indicating a commitment to expanding capacity and improving services in alignment with the City's growing needs.
- **Proven Track Record:** As the current towing services provider for the City of South Gate, Mr. C's has a proven reliability and consistency track record. Their history with the City was a critical factor in the recommendation.

Recommendation:

The South Gate Police Department's Traffic Bureau recommends that the City Council take the following actions:

1. **Approve the Vehicle Towing and Secured Storage Services Agreement** between the City of South Gate and Mr. C's Towing, Inc. for a five-year term. This agreement includes the option for **two (2) one-year extensions**, allowing the City flexibility to continue the relationship if services remain satisfactory.
2. **Authorize the City Manager** to execute the agreement on behalf of the City. This will allow the City to formalize the arrangement and ensure continuous towing and storage services without interruptions.

Fiscal Impact:

There is **no direct fiscal impact** associated with the approval of this agreement. The City of South Gate will continue to work with Mr. C's Towing, Inc. under the current model, where towing services generate revenue through fees assessed directly to the vehicle owners. This structure minimizes financial risk to the City and ensures that costs are appropriately borne by the service users.

Conclusion:

Based on the thorough evaluation process, which included the review of a written proposal, an onsite interview, and a facility inspection, the South Gate Police Department Traffic Bureau concludes that Mr. C's Towing is the most qualified and capable provider for the City's towing and secured storage needs. Their experience, compliance with the RFP standards, strong community ties, and future growth plans make them the ideal choice to continue serving the City of South Gate. Therefore, we recommend the City Council approve the agreement for towing and secured storage services with Mr. C's Towing, Inc.

Item No. 8

Office of the
South Gate City Clerk

SEP 19 2024

FILED 9:04am

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**
Originating Department: **Public Works**

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

SUBJECT: NOTICE OF COMPLETION FOR THE CONSTRUCTION OF THE HAWKINS NORTH AND SOUTH TANK REHABILITATION, CITY PROJECT NO. 645-WTR

PURPOSE: To accept the construction of the Hawkins North and South Tank Rehabilitation, City Project No. 645-WTR ("Project") as completed. Construction of the Project is complete, and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the Project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

a. Accepting completion of construction of the Hawkins North and South Tank Rehabilitation, City Project No. 645-WTR by Unified Field Services Corporation ("UFSC"), effective September 24, 2024; and
b. Directing the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund as the project was funded by the Water Fund. The final construction cost was $3,631,231, inclusive of contract change orders, and funded as summarized below.

Project Budget	Budget	Actual Cost
Design Phase	$128,890	$98,890
Construction Phase		
Construction Contract	$3,432,764	$3,432,764
Construction CO No. 1		$5,800
Construction CO No. 2		$72,424.58
Construction CO No. 3		$120,242.30
Construction Contingency	$400,000	
Construction Management	$400,000	$113,390
Project Management and Staff Time	$50,000	$50,000
Total Project Budget	**$4,411,654**	**$3,893,511**

ANALYSIS: Construction of the Project is complete, and staff is preparing to release the final retention payment to UFSC. The Public Contract Code establishes requirements that the City must abide to prior to releasing the final retention payment for the Project. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35-day period within which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part or all of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention payment and any remaining amount due to the Contractor.

BACKGROUND: The Project is part of the Fiscal Year 2023/24 Capital Improvement Program. The Project included seismic upgrade, cathodic protection replacement, interior and exterior coating, stair installation on south tank, and perimeter fencing replacement. The project will increase security of the facility, increase reliability and life of the two tanks.

On April 25, 2023, the City Council approved Contract No. 2023-54-CC with UFSC for the construction of the Hawkins North and South Tanks for the amount of $3,432,764.

Construction of the project is complete. Work was completed in accordance with the project's plans and specifications, with quality materials and workmanship. The City Council may now accept the Project as complete. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

Three change orders were needed to complete construction. Construction Change Order ("CCO") No. 1 and CCO No. 2 were administratively approved on July 25, 2023, and September 26, 2023, respectively. CCO No. 1 added the construction of "silt rings" on both tanks which serve to prevent sand and silt from migrating back into the pipe. CCO No. 2 added the, (a) construction of cathodic protection on both tanks, (b) modification of the flushing clean-out and (c) costs to address an unforeseen condition (an underground void found during construction was filled with concrete slurry). CCO No. 3 was approved by City Council on June 25, 2024, to fund services to dehumidify the reservoirs and to address an unforeseen condition (repair of corroded rafters and the cathodic protection hand hold).

The majority of the cost of the change order work was based on competitive pricing since most of the work was included in the Alternative Bid Items. During construction, it was determined that this work was needed. The revised contract amount is $3,631,230.

ATTACHMENTS:
A. Notice of Completion
B. Contract Change Order No. 1*
C. Contract Change Order No. 2*
D. Contract Change Order No. 3*
E. Contract No. 2023-54-CC*

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

DD:lc

RECORDING REQUESTED BY
CITY OF SOUTH GATE
AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

1 The undersigned is owner of the interest stated below in the property hereinafter described;

2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any Interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	

3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)

4 A work of improvement on the property hereinafter described was COMPLETED ON September 24, 2024

5 The name of the CONTRACTOR, if any, for such work of improvement was Unified Field Services Corporation.

6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

HAWKINS NORTH AND SOUTH TANK REHABILITATION, CITY PROJECT NO. 645-WTR

7 The street and address of said property is: 9021 W. Frontage Road, South Gate, CA 90280 Dated: September 24, 2024

8 Signature of }

Owner or Owners Gilberto L. Hurtado, Mayor
City of South Gate

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

STATE OF CALIFORNIA }
} SS
COUNTY OF LOS ANGELES }

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

20_____, by _____, proved to me on the basis of satisfactory

evidence to be the person(s) who appeared before me.

Signature:_____ Place Notary Seal Above

Item No. 9

Office of the
South Gate City Clerk

SEP 19 2024
FILED 11:42am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**
Originating Department: **Administrative Services**

Department Director: *Wendy O'Kelly* ***City Manager:*** *Rob Houston*

SUBJECT: APPROVE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR END 2023-24

PURPOSE: To receive approval for the supplemental appropriations in the amount of $760,804, to close the Fiscal Year 2023-24.

RECOMMENDED ACTIONS: The City Council will consider:

a. Authorizing the total FY 2023-24 supplemental appropriations in the amount of $760,804 using various funds as outlined in this report and Attachment A in addition to any changes approved by the City Council.
b. Reallocating $596,896 in American Rescue Plan Act ("ARPA") Funds from FY 2024-25 Police Department Salaries to FY 2023-24 ARPA programs for mental health services.

FISCAL IMPACT: The supplemental appropriations total $760,804 using various funds as outlined in this report and Attachment A.

Funds	September 24, 2024 Supplemental Appropriations
American Rescue Plan Act (ARPA)	$ 596,896
Housing Authority	$ 2,175
Community Development Block Grant (CDBG)	$ 96,188
General Fund	$ 64,600
Sucessor Agency	$ 945
Total Supplemental Appropriation Request (FY 2023/24)	**$ 760,804**

BACKGROUND: Part of the fiscal year-end closing, and review process, conducted by the Administrative Services Department, validates year-end balances by comparing final expenses with each departments adopted budget plus any additional council approved appropriations. The Administrative Services Department staff uncovered unbudgeted expenses that require additional appropriations needed before closing Fiscal Year End 2023-24. When expenses exceed the adopted

budget and any additional council approved appropriations the South Gate Municipal Code ("SGMC") Chapter 1 Section 22.100 allows a "transfer of appropriations between departments, funds and activities or use of salary and wage accounts other than for stated purposes may be authorized only by a majority vote of the city council."

ATTACHMENTS: A. FY 2023-24 Detailed Expenditures (Unbudgeted)
B. FY 2024-25 Fund Balances with Supplemental Appropriations

ATTACHMENT A

FY 2023-24 DETAILED EXPENDITURES (UNBUDGETED)

Fund Name	Expenditure Detail		Amount
General Fund	IHO Annual Review and Update	$	2,881
General Fund	IHO Annual Review and Update	$	2,176
General Fund	IHO Annual Review and Update	$	2,024
General Fund	IHO Annual Review and Update	$	1,194
General Fund	Staff Augmentation - Planning Counter Assistance	$	26,587
General Fund	Staff Augmentation - Planning Counter Assistance	$	13,613
General Fund	Staff Augmentation - Planning Counter Assistance	$	16,125
	Total General Fund Expenditures	**$**	**64,600**

Fund Name	Expenditure Detail		Amount
Housing Authority	Housing Authority	$	2,175
	Total Housing Authority Expenditures	**$**	**2,175**

Fund Name	Expenditure Detail		Amount
CDBG	CDBGADMIN	$	7,714
CDBG	CDBGADMIN	$	6,755
CDBG	CDBGADMIN	$	7,956
CDBG	CDBGADMIN	$	5,251
CDBG	CDBGADMIN	$	690
CDBG	CDBG -CV ADMIN	$	744
CDBG	CDBG -CV ADMIN	$	1,308
CDBG	CDBG ADMIN Commercial Facade / Sign	$	4,444
CDBG	Home Delivery- May 2024	$	616
CDBG	Helpline Youth Counseling	$	57,934
CDBG	CDBG ADMIN Commercial Facade / Sign	$	2,776
	Total CDBG Expenditures	**$**	**96,188**

Fund Name	Expenditure Detail		Amount
ARPA	Food Insecurity	$	672
ARPA	Food Insecurity	$	711
ARPA	Food Insecurity	$	632
ARPA	Food Insecurity	$	844
ARPA	Food Insecurity	$	695
ARPA	Food Insecurity	$	774
ARPA	Food Insecurity	$	811
ARPA	Food Insecurity	$	761
ARPA	Food Insecurity	$	4,483
ARPA	Food Insecurity	$	4,362
ARPA	Food Insecurity	$	3,626
ARPA	Food Insecurity	$	55,589
ARPA	Mental Health Services	$	12,556
ARPA	Mental Health Services	$	16,889
ARPA	Mental Health Services	$	14,140
ARPA	Mental Health Services	$	16,194
ARPA	Mental Health Services	$	13,243
ARPA	Mental Health Services	$	10,214
ARPA	Mental Health Services	$	15,430
ARPA	Mental Health Services	$	11,063
ARPA	Arpa - Compatior - Mental Health	$	41,813
ARPA	Arpa - Compatior - Mental Health	$	55,315
ARPA	Arpa - Compatior - Mental Health	$	74,941
ARPA	Helpline Youth Counseling	$	54,583
ARPA	Helpline Youth Counseling	$	165,000
ARPA	Helpline Youth Counseling	$	21,555
	Total ARPA Expenditures	**$**	**596,896**

Fund Name	Expenditure Detail		Amount
Sucessor Agency	Annual Reports ROPS 24-24	$	585
Sucessor Agency	Annual Reports	$	360
	Total Successor Agency Expenditures	**$**	**945**
	Total Expenditures	**$**	**760,804**

ATTACHMENT B

SUMMARY OF ESTIMATED REVENUES & APPROPRIATIONS AND ESTIMATED CHANGES IN FUND BALANCES

Funds	Estimated Fund Balances July 1,2024	FY 24/25 Adopted Revenues	FY24/25 Adopted Appropriations	FY24/25 Transfers In	FY 24/25 Transfers Out	Estimated Fund Balances June 30, 2025	September 24, 2024 Supplemental Appropriations	Revised Estimated Fund Balances June 30, 2025
American Rescue Plan Act (ARPA)	$ 8,885,000	$ 150,000	$ 5,670,000	$ -	$ -	$ 3,365,000	$ 596,896	$ 2,768,104
Housing Authority	$ 673,469	$ 5,882,600	$ 6,291,666	$ -	$ -	$ 264,403	$ 2,175	$ 262,228
Community Development Block Grant (CDBG)	$ 186,126	$ 1,245,005	$ 851,731	$ -	$ -	$ 579,400	$ 96,188	$ 483,212
General Fund	$ 4,828,960	$ 66,655,001	$ 68,919,902	$ -	$ 2,138,501	$ 425,558	$ 64,600	$ 360,958
Sucessor Agency	$ 1,988,349	$ -	$ 70,311	$ -	$ -	$ 1,918,038	$ 945	$ 1,917,093

Office of the
South Gate City Clerk

Item No. 10

SEP 19 2024
FILED 3:40PM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**
Originating Department: **Office of the City Clerk**

City Clerk: _____ *City Manager:* _____
Yodit Glaze *Rob Houston*

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

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

RECOMMENDED ACTION: The City Council will consider:

a. Approving the Special and Regular Meeting minutes of August 13, 2024;
b. Approving the Special Meeting minutes of August 21, 2024; and
c. Approving the Special and Regular Meeting minutes of August 27, 2024.

FISCAL IMPACT: None.

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

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

ATTACHMENTS: City Council Minutes

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, AUGUST 13, 2024

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:30 p.m.

ROLL CALL City Clerk Yodit Glaze

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Manager Rob Houston

ABSENT/EXCUSED City Treasurer Jose De La Paz

LATE City Attorney Raúl F. Salinas arrived at 5:32 p.m.

1
CERTIFICATES The City Council presented Certificates of Appreciation to Manuel Rosas, Director of Services Area 7, Erika Corral, Jaime Gomez, Carlos Gonzalez, Alicia Llamas, Evelyn Salas, Mayra Gonzalez, German Casillas and the South Gate Chamber of Commerce in recognition of the MEN'S WELLNESS EVENT that occurred on June 8, 2024.

CLOSED SESSION The Council Members recessed into Closed Session at 5:55 p.m. and reconvened at 6:56 p.m. with all Members of Council present. Special City Counsel Hardwick reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(c)

   One (1) - Potential Case

On item 1, the City Council discussed one potential case of anticipated litigation. The litigation had to do with a resolution of a claim with the surety representing a company called NR Development. The surety is like an insurance company that provides insurance when a contractor fails to deliver the services required under the contract. The City Council considered a resolution of the claim in which the city will receive approximately $460,000 and that amount will get impacted also by a reduction of about $200,000 to account for a negotiated sum. The city will be receiving additional monies from the surety to complete the project and get it back on track. The motion to approve the proposed settlement was made by Mayor Hurtado and seconded by Council Member Rios and on a vote of 5-0 to resolve that matter.

CLOSED SESSION CONT'D

2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Rob Houston, City Manager

Employee Organizations: SGPMMA, SGMEA

On item 2, the City Council received a presentation by city staff and by the city's negotiator Mr. Houston and upon completion of that presentation there was no action taken. There was guidance provided and the matter will return to the City Council for further discussion at a future Council Meeting.

ADJOURNMENT Vice Mayor Davila unanimously adjourned the meeting at 7:00 p.m. and seconded by Council Member Avalos.

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

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, AUGUST 13, 2024

CALL TO ORDER	Gil Hurtado, Mayor called a Regular City Council Meeting to order at 7:00 p.m.
INVOCATION	Pastor Ernesto Trejo, South Gate Church of Christ
PLEDGE OF ALLEGIANCE	Darren Arakawa, Chief of Police
ROLL CALL	Yodit Glaze, City Clerk
PRESENT	Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas
ABSENT/EXCUSED	Jose De La Paz, City Treasurer

1
PERSONNEL BENEFITS/ RETIREMENT ADMIN

The City Council conducted a public hearing unanimously adopted Resolution No. 2024-59-CC entitled Resolution of the City Council of the City of South Gate, California, giving notice of the City's intention to approve an amendment to the contract between the City and the Board of Administration of the California Public Employees' Retirement System ("CalPERS") to provide employee cost sharing of an additional 1% for the local miscellaneous members in the SGDMA (for a total of 2%), an additional 1% for the classic local police officers in the SGPMA (for a total of 2%), and for an initial 1% for new ("PEPRA") local police members in both the SGPOA and SGPMA by motion of Mayor Hurtado and seconded by Vice Mayor Davila.

Jon Hamilton, Director of Human Resources presented the item.

Mayor Hurtado asked if anyone in the audience wished to speak on this item or if any emails were received. Seeing no one step forward and no emails received; Mayor Hurtado closed the audience portion.

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

COMMENTS FROM THE AUDIENCE (NON-AGENDA ITEMS)

Susan Furman, Public Relations Coordinator for World Mission Church of God Introduction of church requested Partnership and endorsement to serve the South Gate Community.

Amy Lu, Leland Library on Tweedy mentioned Friends of the Library Book Sale.

Maria Sandoval, Resident on McNerney and Southern is thankful to the city for vehicle removal. Ms. Sandoval stated there is a new issue with Trash Company and it needs Council assistance.

Jovanna Laborin, Resident/Commission Member thanked Yodit Glaze and Staff for being very welcoming and helpful. She mentioned complaints from residents due to conflicting parking signs on Seminole & Elizabeth.

Email: Mr. Mario Domingues attended Commission Planning Meeting on August 06, 2024, regarding Mural on records store. He stated the City lacks oversight on murals on private property and requested City Council draft an ordinance that includes residents' input on content.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works spoke on the Murals and stated there is no current policy. The Planning Committee have oversight on location and site.

Mr. Cervantes gave an update on the CIP - Urban Orchard Project, Tweedy Mile - Completion 2025. He will investigate parking signs on Seminole & Elizabeth and encourages residents to access Go South Gate App

Steve Costley, Director of Parks & Recreation mentioned that the Camp Night was very successful. Twenty-six (26) families attended. Mr. Costley reported that on September 25, 2024, the L.A. Phil Harmonic will be playing at the park it's a free event.

Meredith Elguira, Director of Community Development stated that the Citizens Advisory Committee Meeting is scheduled for August 28, 2024.

Wendy O'Kelly, Director of Administrative Services received Certificate of Financial Excellence of Reporting by GOFA.

Nellie Cobos, Deputy Director of Human Resources mentioned job openings are available on the City of South Gate's website.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Darren Arakawa, Police Chief thanked everyone that attended the National Night Out. The Chief met with LAUSD staff-Preparing for New School Year. He gave out a kudos to Vice Mayor Davila from the Collaborative for her support in communication with the Police Chiefs & Sheriffs regarding The Encampment Clean-up.

Rob Houston, City Manager encourages residents and staff to submit issues on the South Gate App

Raúl F. Salinas, City Attorney shared his recent trip to Paris and flying back with the Olympics Flag. He encourages reaching out to Olympics Committee about hosting events at the park.

Yodit Glaze, City Clerk stated the Nomination period is over. She mentioned the qualified candidates and wished all candidates' good luck. The candidates will be posted:
Alan Garcia
Franbert "Frankie" Calderon
Incumbent-Maria Del Pilar Avalos
Incumbent-Gil Hurtado
Incumbent Maria R. Davila

Council Member Avalos welcomed back students for this 2024-2025 school year. Stated resident's complaints regarding crosswalk on Orchard & Long Beach Blvd. She attended the Vector Control Meeting regarding West Nile Infections. She also attended the Southeast Water Coalition and nomination period open for 1 seat. She attended the National Night Out. It was very Nice. She wished a Happy Birthday to Ariela.

Council Member Rios thanked the residents in the audience for joining us. He was recently, sick with Covid. There is a surge in cases. Please be safe. He made an announcement of the passing of former Assemblyman and Councilmember Richard Alatorre.

Council Member Barron requested a future presentation that shows the functions of the app. He is looking forward to Labor Day Gold Scramble, L.A. Phil Harmonic Event and asked if Y.O.L.A. (Youth Orchestra of L.A.) can also me invited. He reminded everyone of the Movies at the Park. He questioned the Chief regarding fake parking tickets. He wished a Happy 20th Anniversary to his wife.

Vice Mayor Davila attended National Night Out. She mentioned her trip to Washington D.C. from September 16-18 to advocate for funding for Southeast Gateway. She congratulated her daughter and mentioned the baby is coming March of 2025.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Mayor Hurtado stated that family is the most important thing and reminded residents of solicitors. All require a permit to go door to door.

CONSENT CALENDAR

Agenda Items 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 were approved by motion of Council Member Avalos and seconded by Vice Mayor Davila.

Lizette Ruiz, Resident on Kauffman spoke on the following items :
Item #5 - Need more clarity on the Water treatment at South Gate Park. Where is the testing done? Can a report be available to residents?
Item #11 - Happy about the purchase of the Electric Truck for Public Works. Glad to see more charging stations in the city.
Item #12 - Believes hiring a grants writer is a good idea. Does not like to see patch work done on our city streets. It is not a long-term solution.

Arturo Cervantes, Director of Public Works stated that the City of South Gate drinking water is within state & federal drinking quality standards.

Jovana Laborin, Resident is present to answer any questions anyone might have on Item #6.

Emails:
Mario Dominguez, Resident spoke on the following items:
Item #6 - Is Mayor profiting from the snack bar at South Gate Sports Center?
Item #12 - Satisfaction on hiring a grants writer.

Mayor Hurtado stated that Liz Ruiz is the most knowledgeable resident in our community on environmental issues. On #12, he responded to the email received and stated no money profits are being made and the Snack Bar is run by unpaid volunteers ONLY.

Raúl F. Salinas, City Attorney informed the public that City Council recuse themselves from what is required by the Brown Act. There is no evidence of any financial gain.

Mr. Cervantes stated there are issues with uplifted sidewalks. The city goes out within 24 hours and patch asphalt due to immediate hazard. He informed the public to contact Public Works Department if you have any questions.

Councilwoman Avalos asked if there is an RFP on Item #6? She appreciates all the volunteers of the JAA.

CONSENT CALENDAR CONT'D

Steve Costley, Director of Parks & Recreation responded to Councilwoman Avalos stating since 1989 the Snack Bar had been run by Outside Vendors. He stated the labor costs are too high, and the cost factor was not there.

ROL CALL: Council Member Avalos, yes; Council Member Barron, yes (recused from 6 and 8); Council Member Rios, yes (recused from 8); Vice Mayor Davila, yes; Mayor Hurtado, yes (recused from 2 and 6).

2 STREETS/SIDEWALKS/ LANDSCAPING

The City Council made a finding and adopted Resolution No. 2024-61-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code during Consent Calendar.

3 PERSONNEL RECRUITMENT & SELECTION

The City Council unanimously adopted Resolution No. 2024-60-CC entitled Resolution of the City Council of the City of South Gate, California, to approve the creation of one additional Associate Engineer position in the Public Works Department during Consent Calendar.

4 LEGAL OPERATIONS

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

a. Amendment No. 1 to Contract No. 1886 with the law firm of Dapeer, Rosenblit & Litvak, LLP increasing their hourly rate for Code Enforcement Legal Services; and

b. Authorized the Mayor to execute the Amendment in a form acceptable to the City Attorney.

5 WATER

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

a. Agreement (Contract No. 2024-65-CC) with Tetra Tech to prepare design and construction documents for the Per- and Polyfluoroalkyl Substances ("PFAS") Treatment Plant System for the South Gate Park Water Wells - City Project No. 666-WTR, for a not to exceed amount of $674,222;

5
WATER CONT'D

b. Authorized the City Manager to approve and execute amendments up to a cumulative amount of $100,000 to avoid delaying the design schedule to be funded with project contingency grant funds; and

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

6
PARKS

The City Council discussed, provided direction and approved items A & B during Consent Calendar regarding the operation of the Snack Bar at the South Gate Sports Center:

a. Concession Agreement (Contract No. 2024-66-CC) with the South Gate Junior Athletic Association to provide food vending services to South Gate Park patrons, for a term of three years; and

b. Authorized the Vice-Mayor to sign the contract in a form acceptable to the City Attorney.

7
PARKS

The City Council approved option B and C, D, E, F & G by motion of Council Member Rios and seconded by Council Member Avalos:

a. Agreement with Loghmani & Associates Design Group Inc., for the construction of the Circle Park Renovation, City Project No. 609-PRK, in an amount not-to-exceed $4,992,438, inclusive of the Base Bid and Additive Alternates A and B, with a construction completion schedule of 165 working days; or

b. Agreement (Contract No. 2024-64-CC) with Loghmani & Associates Design Group Inc., for the construction of Circle Park, City Project No. 609-PRK, in an amount not to exceed $5,167,438, inclusive of the Base Bid and Additive Alternates A, B and C, with a construction completion schedule of 132 working days;

c. Appropriated, (a) $1,000,000 from Los Angeles County Regional Park and Open Space District ("RPOSD"), Grant No. 10120, (b) $2,517,835 from ROPSD, Grant No. 10123, (c) $1,500,000 from Rendon Fund, and (d) $400,000 from Rendon 2024 for a grand total appropriation of $5,417,835, to fully fund the construction phase of the Project;

d. Authorized the City Manager to approve change orders administratively up to a cumulative amount of $499,239 to avoid delaying construction if change order work is needed;

7
PARKS CONT'D

e. Declared Circle Park, City Project No. 609-PRK, to be Categorically Exempt under Title 14 of the California Code of Regulations, Section 15301 Class 1 of the California Environmental Quality Act ("CEQA");

f. Authorized the City Manager to approve pre-payments of construction progress payments for the construction contract to meet compliance with state legislation that requires payments within 30 days;

g. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

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

8
DEEDS & EASEMENTS

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

a. Accepted a Grant Deed from LA Promise Fund Facility LLC., to secure right-of-way for street purposes as part of the development locate 2340 Firestone Boulevard, at no cost to the City; and

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

9
EQUIPMENT PURCHASE ADMIN

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

a. Authorized the purchase of a 2024 John Deere 544 P-Tier Wheel loader ("Wheel Loader") from Coastline Equipment, utilizing the Sourcewell Co-Opt Purchasing Program, for the Public Works Department in an amount not-to-exceed $262,950; and

b. Authorized the City Manager to execute the documents necessary to purchase the 2024 John Deere 544 P-Tier Wheel Loader in a form acceptable to the City Attorney.

10
EQUIPMENT PURCHASE
ADMIN

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

a. Authorized the purchase of a MCO19 Wireless Column lift ("Column Lift") from LIFTNOW from the Sourcewell Co-Opt Purchasing Program, to enhance maintenance of heavy vehicles, in an amount not to exceed $80,909; and

b. Authorized the City Manager to execute the documents necessary to purchase Column Lift in a form acceptable to the City Attorney.

11
EQUIPMENT PURCHASE
ADMIN

The City Council unanimously approved a Purchase Order with Norm Reeves Ford for the purchase of a F150 Crew Cab Half Ton Electric Truck for the Parks and Recreation Department in the total amount of $70,899.43 during Consent Calendar.

12
GRANT ADMIN

The City Council unanimously approved appropriations in the amount of $50,000 in Measure R, $50,000 in Measure M, and $50,000 Prop C to fund as-needed, professional grant writing services.

13
WARRANTS

The City Council unanimously approved the Warrant Register for August 13, 2024, by motion of Vice Mayor Davila and seconded by Council Member Rios.

Total of Checks:	$22,424,809.77
Less: Voids	$ (2,047.45)
Less: Employee Payroll Deductions	$ (991,827.67)
Grand Total:	$21,430,934.65

Cancellations: 104203, 106479, 106562

Email: Mr. Mario Dominguez, Resident is concerned about this item and questions if city can afford this number?

Council Member Barron stated the amount is high due to large payout for retirements. This payout saved the city $300,000.

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

ADJOURNMENT Mayor Hurtado unanimously adjourned the meeting in memory of Richard Alatorre at 8:47 p.m. and seconded by Council Member Rios.

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

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
WEDNESDAY, AUGUST 21, 2024

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:00 p.m.

ROLL CALL City Clerk Yodit Glaze

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Joshua Barron, and Council Member Al Rios; City Manager Rob Houston

LATE Council Member Maria del Pilar Avalos arrived at 5:03 p.m.
City Treasurer Jose De La Paz arrived at 5:01 p.m.
City Attorney Raúl F. Salinas arrived at 5:03 p.m.

CLOSED SESSION The Council Members recessed into Closed Session at 5:02 p.m. and reconvened at 6:06 p.m. with all Members of Council present. Special City Counsel Hardwick reported the following:

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Rob Houston, City Manager

Employee Organizations: SGPMMA, SGMEA

On item 1, City Council received a presentation made by staff in regard to ongoing labor negotiations. There was no reportable action taken.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(c)

One (1) - Potential Case

On item 2, City Council considered a case of potential litigation against the city and upon completion of that presentation, there was no reportable action taken.

ADJOURNMENT Council Member Avalos unanimously adjourned the meeting at 6:10 p.m. and seconded by Vice Mayor Davila.

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

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
WEDNESDAY, AUGUST 21, 2024

CALL TO ORDER

Gil Hurtado, Mayor called a Special City Council Meeting to order at 6:00 p.m.

ROLL CALL

City Clerk Yodit Glaze

PRESENT

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

1
LAND USE PLANNING
ADMIN

The City Council received a presentation to discussed industrial land use throughout the City of South Gate. The public was invited to attend and participate as the impacts and benefits of industrial land use are discussed.

Rob Houston, City Manager explains the discussions regarding city's land use and introduces Mr. Ken Hira, President of Kosmont Consulting Group.

Mr. Hira, speaks of Phase I Study in the City of South Gate. A research assignment that studies areas of potential opportunities for land use. (PowerPoint Presentation).

Mayor Hurtado asked if anyone in the audience wished to speak on this item

Mario Dominguez, Resident – Offers a suggestion to make projects a standard 250,000 sq ft.

Mr. Dominguez wants a provision in the ordinance for the council and planning commission to have special consideration regarding companies that exceed the 250,000 sq ft. and requests the status on the Rayo project.

Liz Ruiz, Resident/Planning Commissioner – Issue with the outreach of meeting due to not being specific enough for residents.

Issue with proposal May 28, 2024 - Item #3 – Option regarding zone change and getting rid of the minimum 15,000 sq ft. Pollution and traffic impact would not be compatible with warehouse use. Mrs. Ruiz would like for council to consider economic development.

Andrea Paulino, Resident of Hollydale agrees with the expansion of warehouse sizes. States that companies do not want to come to South Gate and believes change is needed.

1
LAND USE PLANNING
ADMIN CONT'D

Edward DeWitt, Business Owner thanked the council for having the land use study.

Resident does not agree with the expansion. Would like to beautify the city instead of making more warehouses.

Richard, Business Owner thanked the council for the opportunity. Recommends tearing down old buildings due to building code changes and build green buildings. We can help the city.

Rene Rios, Resident does not agree with expansion. Issues with parking due new ADU's and businesses. South Gate no longer what it used to be.

John Cataldo, Architect will present a project next month. Suggests the city to keep CUP (Conditional Use Permit) in place but expedite the time.

Johnny Lozano, Resident was unaware of the reason for this meeting. Would like to know if other consulting groups were contacted other than Kosmont.

Jovanna Laborin, Resident/Planning Commissioner believes residents are being misled and the city are not business friendly. Would like the city to explain to the community what the square footage limitation means to businesses.

Mayor Hurtado asked if any emails were received.

Mr. Hector De La Torrez, Resident is concerned of any action by the city to undue the 2015 zoning code and to prohibit new industrial warehouse development. The city focus should be on job creation.

Norma Cardenas-Frank, Resident is concerned about increasing warehouse uses in our small city due to traffic caused by Amazon warehouse on Rayo. Expansion will have a negative impact of quality of life.

Cynthia Cypert, Resident urges council to reconsider limit or set one based o lot size. Our city needs businesses that create local jobs.

Yesenia Martinez, Resident questions for both Kosmont and City Council.

Having no one else come forward, Mayor Hurtado closed the audience portion.

1
LAND USE PLANNING
ADMIN CONT'D

Mayor Hurtado stated that the State of California ordered the ADU policy (statewide), and City updated the municipal code to follow state law.

Mayor Hurtado mentioned Anheuser-Busch brought a project forward, but it will require a conditional use permit. Many companies would like to remodel but cannot be due to city limit.

Mr. Hira, Kosmont answered questions from residents

Rob Houston, City Manager clarifies that this item pertains to a warehouse not retail.

Councilmember Barron asked city attorney how the square footage was determined.

Raúl F. Salinas, City Attorney responds and recalls previous sitting council were concerned of the growth of warehouses in the city. Therefore, changes were made with no opposition due to council believing in job preservation.

Mayor Hurtado explains that the City of South Gate receives 10.25% in sales tax. City does not have the additional Utility User Tax. South Gate is one of the lowest tax cities.

Rob Houston, City Manager agrees that the City of South Gate is one of the lowest tax cities.

Councilmember Avalos would recommend additional studies including a traffic study due to other projects, and EIR study to evaluate the entire city.

Vice Mayor Davila suggests for the council to revise the general plan due to many changes and several projects around the city.

Councilmember Rios would like a further study and investigate other areas to use. Has several questions/concerns that a more in-depth study might answer.

Mayor Hurtado would like to clarify that currently there are no projects that are being considered in this meeting. We are discussing a potential industrial land use policy change.

Rob Houston, City Manager stated change can be challenging, general questions of changing around the city. Suggests a traffic impact study for a future date.

ADJOURNMENT Council Member Avalos unanimously adjourned the meeting at 7:58 p.m. and seconded by Vice Mayor Davila.

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

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, AUGUST 27, 2024

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:30 p.m.

ROLL CALL City Clerk Yodit Glaze

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, Special Legal Counsel Craig Hardwick

ABSENT/EXCUSED City Attorney Raúl F. Salinas

1
PARKS The City Council gave staff direction by motion of Vice Mayor Davila and seconded by Council Member Avalos to:

a. Allow Aalyah Martinez to complete her Girl Scout Gold Award Project at the South Gate Sports Center by replacing a standard drinking fountain with a bottle filling station; and

b. Authorized City staff to assist her in this project where necessary.

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

2
CERTIFICATES The City Council presented Certificates of Appreciation, lawn signs, and azalea plants to ten (10) awardees selected by the Planning Commission to be recognized for their efforts in maintaining and beautifying their homes.

3
PERSONNEL RECRUITMENT & SELECTION The City Council received and filed the list of new and promoted full-time employees hired or promoted during July 2024.

CLOSED SESSION The Council Members recessed into Closed Session at 6:16 p.m. and reconvened at 6:55 p.m. with all Members of Council present. Special City Counsel Hardwick reported the following:

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

a. S. Alpizar GAL, D. Martinez v. City of South Gate
b. Yesenia Lopez Vargas v. City of South Gate; County of Los Angeles, et al.
c. Erick Arteaga v. City of South Gate (WCAB)

Item 1(a) is a slip and fall case. On a motion made by Mayor Hurtado and seconded by Council Member Rios and on a vote of 5-0, the City Council approved a settlement to resolve the case which will be disclosed according to the Brown Act once finalized.

On item 1(b), there was discussion, but no action was taken.

Item 1(c) is a Workers' Compensation case. On a motion made by Mayor Hurtado and seconded by Council Member Avalos and on a vote of 5-0, the City Council approved a settlement to resolve the case which will be disclosed according to the Brown Act once finalized.

2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Rob Houston, City Manager

Employee Organizations: SGPMMA, SGMEA

On item 2, City Council gave direction for the next phase of labor negotiations.

ADJOURNMENT Vice Mayor Davila unanimously adjourned the meeting at 6:57 p.m. and seconded by Council Member Barron.

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

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, AUGUST 27, 2024

CALL TO ORDER	Gil Hurtado, Mayor called a Regular City Council Meeting to order at 6:57 p.m.
INVOCATION	Pastor Angel Solorzano, Centro Cristiano Rios de Agua Viva
PLEDGE OF ALLEGIANCE	Yodit Glaze, City Clerk
ROLL CALL	Yodit Glaze, City Clerk
PRESENT	Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, Special Legal Counsel Craig Hardwick
ABSENT/EXCUSED	City Attorney Raúl F. Salinas

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

Paul Jones requested City Council to pass a proclamation to make the City of South Gate a Purple Heart City.

Julie Hernandez Chan represents Hollydale and Leeland R. Weaver Libraries. Invites the youth to participate in the 45th Annual L.A. County Library Bookmark Contest. Deadline is October 5, 2024.

Mayra Rodriguez, Resident. Here to support Mr. Rodrigo Ochoa (Section 8 employee) regarding his termination.

Joanna Guerrero, Resident. Here to support Mr. Rodrigo Ochoa (Section 8 employee). He has changed her life and that of her family.

Samantha Hernandez, Resident. Here to support Mr. Rodrigo Ochoa (Section 8 employee). Grateful to Mr. Ochoa for providing a healthy and livable space.

Mrs. Chavez, Resident. Here to support Mr. Rodrigo Ochoa (Section 8 employee). This year Mr. Ochoa dedicated his time to solve issues in my apartment.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS CONT'D

Elvira Lujan, Resident at Senior Villa Apartments. Here to support Mr. Rodrigo Ochoa (Section 8 employee). Issues with her home. Mr. Ochoa helped her find another place to live.

John De Jesus Cazares. Speaking on behalf of late mother Deliz De Cazares. Mother was diagnosed with cancer while living in an apartment in bad conditions. Mr. Ochoa came in and assisted his mother immediately.

Elva Spiker, Property Owner. Here to support Mr. Rodrigo Ochoa (Section 8 employee). Mr. Ochoa has helped rent out her properties to the needy. She stated that he has the passion to help people. Not for money. There are not enough people like Mr. Ochoa in this city.

Blanca Garcia, Resident. Here to support Mr. Rodrigo Ochoa (Section 8 employee). Mr. Ochoa helped her fix problems in the apartment. They were evicted and he helped her find another place to live.

Yvonne Mendoza, Resident. Here to support Mr. Rodrigo Ochoa (Section 8 employee). Was previously denied Section 8 and Mr. Ochoa immediately helped her get approved. Today she signed her lease and he's the only person who assisted her.

Email: Brenda Moran, Resident. Supports Mr. Rodrigo Ochoa (Section 8 employee). His support has been crucial and instrumental in improving their living conditions.

Email: Patrick Pearson, JPP Investment, LLC. - Property Owner. Supports Mr. Rodrigo Ochoa (Section 8 employee). Complements Mr. Ochoa for the way he runs department. He is valuable, knowledgeable, and courteous. A treat to deal with him. Mr. Ochoa has changed lives.

Email: Mario Dominguez, Resident. Dissatisfied with the August 21, 2024, Special City Council meeting. Meeting was purely informational and not necessary for the public to be present. No direction given to general plan or the traffic study. Issues were left unresolved.

REPORT AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works. Update on The Tweedy Mile Complete Streets Project. Construction began yesterday, August 26, 2024.

CIP Updates on Hollydale and Circle Park Renovations. Schedule to begin construction September 16, 2024.

REPORT AND COMMENTS FROM CITY OFFICIALS CONT'D

Urban Orchard Project on hold. Currently under review by County.

Final stages on the CIP Complete Streets Projects. Completion dates between August 29-September 5, 2024.

Steve Costley, Director of Parks & Recreation stated that all departments Closed for Labor Day.

All Fall classes and activities available to sign up on website.

City of South Gate will host the L.A. Phil Harmonic on September 25, 2024. Doors open at 6pm. Concert begins at 7pm.

Meredith Elguira, Director of Community Development mentioned the CAC Meeting tomorrow at 6:30pm.

Response to Mayor Gil Hurtado. People are allowed to join more than one (1) commission. Will provide updated lists of all commissions.

Wendy O'Kelly, Director of Administrative Services. Reminder of the Sewer Rate Increase effective on July 1, 2024. Any questions, please contact 323-563-9586 or email at customerhelp@sogate.org

Jon Hamilton, Director of Human Resources. If interested, there are several job opportunities on www.cityofsouthgate.org to apply.

Darren Arakawa, Police Chief. Will be a keynote speaker with Sheriff Luna at the Contracts Cities Conference regarding current events and Proposition 26.

Request closing this meeting in Memory of Police Officer Austin Machitar killed yesterday on the line of duty.

Rob Houston, City Manager. Response to Section 8 Tenants. Mr. Ochoa is a contracted inspector not a city employee. Currently, in the process of hiring permanent housing inspectors. Please address any issues with our current staff. Feel safe to do so. We appreciate and would like to work together with you in the future.

Al Rios, Councilmember. Expressed his frustration regarding Mr. Ochoa's last day with the City of South Gate.

Jose De La Paz, City Treasurer. Nothing to report

REPORT AND COMMENTS FROM CITY OFFICIALS CONT'D

Yodit Glaze, City Clerk. Will be scheduling a Meet & Greet for all qualified candidates in September 2024.

Al Rios, Councilmember. Thank you to all in attendance and have a great Labor Day.

Joshua Barron, Councilmember - Inquiring about the next scheduled golf tournament. Event is scheduled for September 1, 2024. Registration online.

Residents need an update regarding streetlights on Duane area. Refer to website for updates.

Labor Day - Please celebrate safely. No drinking and driving.

Maria Del Pilar Avalos, Councilmember - Concern regarding the new construction dust complaints received.

Missed Employee recognition event and appreciates Joshua Barron and staff for cooking.

Happy Labor Day.

Reminder of The State of the City.

Vice Mayor Maria Davila – Attended the construction groundbreaking.

Stay away from the area if you can in order to avoid a slip and fall.

Asking for prayers for Officer Machitar.

Happy Labor Day. Be Safe.

Mayor Gil Hurtado – Explains The Brown Act to all those in attendance. Regarding Ca. Edison - Our city lights are 90-year-old and belong to Edison Co. Parts are no longer available.

Edison is currently working on replacing streetlights effected.

City is currently working on these issues.

Please support local shops in the city during construction.

RECESS

City Council recessed at 8:30 p.m., and reconvened at 8:12 p.m., with all Members of Council present

CONSENT CALENDAR

Agenda Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 were approved by motion of Council Member Avalos and seconded by Vice Mayor Davila.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes (recused from 1 and 10).

1
STREETS/SIDEWALKS/ LANDSCAPING

The City Council made a finding and adopted Resolution No. 2024-62-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code during Consent Calendar.

2
WATER

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

a. Resolution No. 2024-63-CC entitled Resolution of the City Council of the City of South Gate, California, approving Transfer Agreement No. 2024MP77 (Contract No. 2024-67-CC) with the Los Angeles County Flood Control District for Safe, Clean Water Program funds for Fiscal Years 2024/25 through Fiscal Year 2027/28, in the amount of approximately $980,000 Million annually;

b. Authorized the Assistant City Manager/Director of Public Works or designee to submit Annual Expenditure Plans and Annual Reports; and

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

3
PERSONNEL RECRUITMENT & SELECTION

The City Council unanimously adopted Resolution No. 2024-64-CC entitled Resolution of the City Council of the City of South Gate, California, to approve the reclassification of the full-time Senior Secretary position in the Public Works Department to a full-time Executive Assistant position during Consent Calendar.

4
PERSONNEL RECRUITMENT & SELECTION

The City Council adopted Resolution No. 2024-65-CC entitled Resolution of the City Council of the City of South Gate, California, taking the following actions during Consent Calendar:

a. The reclassification of the full-time Senior Administrative Analyst position in the Police Department to one full-time Police Administrative Analyst position; and

b. Directed staff to update the Consolidated Salary Pay Table for the City of South Gate by adding the full-time position of Police Administrative Analyst at Pay Grade 610 ($6,362 - $7,733 monthly), a Non-Exempt Classification assigned to the Professional Mid Management Association ("PMMA").

5
FINANCIAL SERVICES

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

a. Amendment No. 3 to Contract No. 2023-94-CC with MV Cheng & Associates, through December 31, 2024, for temporary professional finance and accounting services in an amount not-to-exceed $85,000; and

b. Authorized the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

6
HOLLYDALE PARK ADMIN

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

a. Amendment No. 1 to Contract No. 2024-25-AC with Executive Management Security, Inc., to continue provide security services for the Hollydale Community Park, City Project No. 607-PRK, in an amount not to exceed $50,000; and

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

7
STREETS/SIDEWALKS/ LANDSCAPING

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

a. Amendment No. 1 to Contract No. 2024-46-AC with Applied Research Associates, Inc., to fund additional services for the City's Pavement Management System, City Project No. 716-RPT, for an amount not to exceed $13,530;

7
STREETS/SIDEWALKS/
LANDSCAPING CONT'D

b. Appropriated $20,000 in Measure R Funds to fully fund all costs necessary to complete the Pavement Management System, City Project No. 716-RPT; and

c. Authorized the Mayor to execute the Professional Services Agreement in a form acceptable to the City Attorney.

8
HOLLYDALE PARK
ADMIN

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

a. Agreement (Contract No. 2024-68-CC) with ZZ Construction, Inc., for the construction completion of Hollydale Community Park, City Project No. 607-PRK, in an amount not-to-exceed $2,001,373;

b. Appropriated $499,931 received from Great America Insurance Co., as payment for losses the City incurred due to Contract No. 2022-84 CC being terminated for contractor default, to fund the Hollydale Community Park, City Project No. 607-PRK;

c. Authorized the City Manager to approve change orders administratively up to a cumulative amount of $200,000 to avoid delaying construction if change order work is needed;

d. Authorized the City Manager to approve pre-payments of construction progress payments for the construction contract to meet compliance with state legislation that requires payments within 30 days; and

e. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

9
STREETS/SIDEWALKS/
LANDSCAPING

The City Council unanimously authorized the City Manager to approve Contract Change Order No. 1 to Contract No. 2024-06-AC with Discount Tree Care Arborist, Inc., for the removal of two (2) additional trees that

were impacted by the construction of the Residential Resurfacing Project, Phase I-III, City Project No. 662-ST, in an amount not-to-exceed $7,400 during Consent Calendar.

10
STREETS/SIDEWALKS/ LANDSCAPING

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

a. Completion of construction of the Urban Orchard Interim Control Work, City Project No. 539-PRK, effective June 28, 2024, constructed by Los Angeles Engineering Inc.; and

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

11
EQUIPMENT PURCHASE ADMIN

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

a. Authorized the purchase of a Ford-550 Truck and Valve and Vacuum Installation from Pres Tech, utilizing the Sourcewell Co-Opt Purchasing Program, for the Public Works Department in an amount not-to-exceed $292,357; and

b. Authorized the City Manager to execute the documents necessary to purchase the Ford-550 Truck and Valve Operator in a form acceptable to the City Attorney.

12
EQUIPMENT PURCHASE ADMIN

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

a. Authorized the purchase of two 2024 Chevrolet Equinox EV LT vehicles from Winner Chevrolet/Elk Grove Auto Group for the Administrative Services Department, in an amount not to exceed $80,000;

b. Approved the purchase of related equipment in an amount not to exceed $6,100;

c. Appropriated an additional $10,364 in unreserved South Coast Air Quality Management District ("SCAQMD") Subvention Program funds for the purchase of two electric vehicles;

d. Appropriated $6,100 from the Capital Asset and Vehicle Replacement Fund for the purchase of the necessary equipment; and

e. Authorized the Administrative Services Director or her designee to execute the associated documents in a form acceptable to the City Attorney.

13
MINUTES

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

a. Special and Regular Meeting minutes of July 9, 2024; and

b. Special and Regular Meeting minutes of July 23, 2024.

14
WARRANTS

The City Council unanimously approved the Warrant Register for August 27, 2024, by motion of Vice Mayor Davila and seconded by Council Member Avalos.

Total of Checks:	$5,908,111.81
Less: Voids	$ (0.00)
Less: Employee Payroll Deductions	$ (392,060.23)
Grand Total:	$5,516,051.58

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

ADJOURNMENT

Vice Mayor Davila unanimously adjourned the meeting in memory of Officer Austin Machitar and in support of everyone suffering from cancer at 8:19 p.m. and seconded by Council Member Avalos.

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

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

Office of the
South Gate City Clerk

SEP 19 2024
FILED 11:42am

Item No. 11

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **September 24, 2024**
Originating Department: **City Manager's Office**

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

SUBJECT: CITY COUNCIL APPOINTMENTS TO THE VARIOUS CITY COMMISSIONS, COMMITTEES AND BOARDS

PURPOSE: Under the South Gate Municipal Code, City Council Members are permitted to nominate an individual or individuals to various City Commissions, Committees, or Boards subject to the ratification of the City Council. This agenda item contains nominations by Council Member Joshua Barron to fill a vacancy for the Citizens' Advisory Committee and the Tweedy Mile Advisory Board and a nomination by Mayor Gil Hurtado to reappoint his representative to the Tweedy Mile Advisory Board.

RECOMMENDED ACTION: The City Council will consider:

a. Ratifying the nomination by Council Member Joshua Barron of Daysi N. Alonzo to the Citizens' Advisory Committee;
b. Ratifying the nomination by Council Member Joshua Barron of Andres Gonzalez to the Tweedy Mile Advisory Board; and
c. Ratifying the nomination by Mayor Gil Hurtado to reappoint Sylvia Masushige to the Tweedy Mile Advisory Board.

FISCAL IMPACT: None.

ANALYSIS: The appointments must be ratified by a majority vote of the City Council. These appointments would be effective on September 25, 2024, if approved by the City Council.

BACKGROUND: According to the South Gate Municipal Code, a vacancy to a City Commission, Committee or Board can occur due to resignation or absences by an appointee. In those cases, the nomination of a candidate is retained by the City Council Member and subject to ratification by the City Council.

ATTACHMENT: Roster of City Commissioners, Committee and Board Members

Council Member Revised: 09-19-24	**Planning Commission** $125/Meeting 1st & 3rd Tuesday at 7 pm	**Parks & Recreation Commission** $75/Meeting 2nd Thursday at 7 pm	**Civil Service Commission** $100/Meeting As required	**Citizens Advisory Committee** $25/Meeting Meets as needed	
Maria del Pilar Avalos 2739 Glenwood Place Cell: (562) 719-1337 Elected: 03-03-2020 End of Term: November 2024	**Jenny Perez** 10319 Bowman Ave Cell: (323) 443-4033 jennypbruin@gmail.com Appointed: 01-23-2024 Effective: 01-24-2024	**Alejanda Flores Padilla** 11356 Pennsylvania Ave Cell: (562) 488-5752 alexfc137@gmail.com Appointed: 05-28-2024 Effective: 05-29-2024		**VACANT** Appointed: **Araceli Macias** 9721 Annetta Ave Cell: (562) 673-4294 shelly90280@gmail.com Appointed: 09-12-2023 Effective: 09-13-2023	**VACANT** Appointed: **Ana Zavala** 9222 San Vincente Ave, Unit B Cell: (310) 704-6949 analuzav1@gmail.com Appointed: 09-12-2023 Effective: 09-13-2023
Joshua Barron 8819 Beaudine Avenue Cell: (323) 791-5126 Elected: 11-08-2022 End of Term: November 2026	**Daisy Prieto** 9731 Bryson Avenue Cell: (323) 707-3629 daisyprieto@att.net Appointed: 01-24-2023 Effective: 01-25-2023	**Lizette Ruiz** 10226 Kaufman Avenue Cell (323) 253-9417 lruuiz@yahoo.com Appointed: 01-24-2023 Effective: 01-25-2023		**Andres Gonzalez** 10509 San Carlos Avenue (323) 434-6894 andres.gonzalezsn@gmail.com Appointed: 02-14-2023 Effective: 02-15-2023 **Rosa Delgado** 8829 Firestone Plaza Cell: (626) 246-5793 rposada21@yahoo.com Appointed: 02-14-2023 Effective: 02-15-2023	**Mayra Castaneda** 5740 Taft Avenue (562) 454-7949 mmcastaneda99@aol.com Appointed: 02-14-2023 Effective: 02-15-2023 **VACANT** Appointed: Effective:
Maria Davila 10035 San Luis Avenue Cell: (323) 243-9947 Elected: 01-28-2003 End of Term: November 2024	**Jose Delgado** 3925 Tenaya Avenue Cell: (323) 702-1519 josegdelgado@hotmail.com Appointed: 01-10-2017	**Cynthia Esquivel** 4730 Tweedy Boulevard Cell: (323) 747-0076 cynesquivel5@gmail.com Appointed: 05-14-2024		**Marie De Lourdes Castillo** 10036 San Antonio Avenue (323) 567-5572 titomi6281@sbcglobal.net Appointed: 02-18-2003 **VACANT** Appointed: Effective:	**VACANT** Appointed: **Anthony Zepeda** 5218 McCallum Avenue Cell: (323) 405-2006 anthonyzepeda10@yahoo.com Appointed: 05-27-2014
Al Rios 10408 Orange Avenue Cell: (323) 974-3540 Elected: 11-08-2022 End of Term: November 2026	**Jimmy Ozaeta** 2541 Kansas Avenue Cell: (213) 400-0897 jimmyozaeta@hotmail.com Appointed: 01-10-2023 Effective: 01-11-2023	**Edgar Pelayo** 10207 Mallison Avenue Cell: (323) 816-2904 eip64p@gmail.com Appointed: 01-10-2023 Effective: 01-11-2023		**Susan F. Janer** 5314 Batavia Road (323) 717-4243 rosyallday@sbcglobal.net Appointed: 01-23-24 Effective: 01-24-24 **Richard Gonzales** 10328 Walnut Avenue (626) 673-2571 rsgonzales60@aol.com Appointed: 01-23-24 Effective: 01-24-24	**Angelica Martinez** 10129 Orange Avenue (323) 566-0214 xalosangie@yahoo.com Appointed: 01-23-24 Effective: 01-24-24 **VACANT** Appointed: Effective:

Gil Hurtado 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728 Elected: 03-03-2020 End of Term: November 2024	**Jovana Laborin** 3372 Seminole Avenue Cell: (323) 283-2631 jovanna_cortez@yahoo.com Appointed: 01-10-2023 Effective: 01-01-2023	**Alan D. Flores, II** 5255 Almira Road Cell: (213) 280-2672 laxxxII@yahoo.com Appointed: 05-12-2020		**VACANT** Appointed: 05-12-2020 **Andrea Martinez** 10101 Hildreth Avenue Cell: (310)850-8528 martinezand13@gmail.com Appointed: 01-24-2023	**Norma Mendoza** 8691 San Gabriel Avenue Cell: (562) 277-2992 norma.mendoza9@gmail.com Appointed: 05-12-2020 **Cynthia Chavez** 5204 Pendleton Avenue, Apt 6 cell: (323) 747-0076 cynchavez@gmail.com Appointed: 05-24-2022

Council Member	South Gate Tweedy Mile Advisory Board 1st Monday at 5 pm				
Maria del Pilar Avalos 2739 Glenwood Place Cell: (562) 719-1337 Elected: 03-03-2020 End of Term: November 2024	**VACANT** Appointed:				
Joshua Barron 8819 Beaudine Avenue Cell: (323) 791-5126 Elected: 11-08-2022 End of Term: November 2026					
Maria Davila 10035 San Luis Avenue Cell: (323) 243-9947 Elected: 01-28-2003 End of Term: November 2024	**Angela Lucero** 10300 San Jose Avenue Cell: (323) 540-3426 Angela_lucero@sbcgobal.net Appointed on 06-22-2021 Effective: 06-23-22 **Term expires 06-23-2024**				
Al Rios 10408 Orange Avenue Cell: (323) 974-3540 Elected: 11-08-2022 End of Term: November 2026	**Victor Zamudio** vmzamudio@hotmail.com Appointed: 04-12-2022 Effective: 04-13-2022 **Term expires 04-13-2025**				
Gil Hurtado 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728 Elected: 03-03-2020 End of Term: November 2024	**Sylvia Masushige** 8416 Beechwood Avenue Cell: (562) 755-6159 grandmasyl01@hotmail.com Appointed: 05-12-2020 Effective: 05-13-2020 **Term expires: 05-13-2023**				

Office of the
South Gate City Clerk

SFP 19 2024

FILED 2:30pm

WARRANT REGISTER FOR COUNCIL MEETING 9/24/2024

PART I

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107211	9/4/2024	0014017	AEC TECHNOLOGIES	28116	5/6/2024	BLUEBEAM CORE ANNUAL SUBC	545.00	545.00
	Voucher:							
107212	9/4/2024	0014675	BUSBANK, BUSTER, FESTDRIVE	i753473-1	8/29/2024	BUS FOR DEPARTMENT EXCURS	4,774.00	
	Voucher:			i389159-1	9/3/2024	BUS FOR DEPARTMENT EXCURS	2,186.00	6,960.00
107213	9/4/2024	00000619	FALCON FUELS, INC.	75270	8/28/2024	REG UNLEADED 10% ETH FUEL	32,649.85	
	Voucher:			75196	8/27/2024	RD 99 CLEAR DSL & SALE TAX- 4	9,765.77	
				75234	8/26/2024	RD 99 CLEAR DSL & SALE TAX- 4	4,512.56	
				75051	8/22/2024	RD 99 CLEAR DSL & SALE TAX- 4	4,330.08	
				75307	8/29/2024	RD 99 CLEAR DSL & SALE TAX- 4	4,110.06	55,368.32
107214	9/4/2024	00004934	GAS COMPANY	083 407 6536 4-08	8/21/2024	BILLING PRD- 07/18/24-08/19/24	18.91	18.91
	Voucher:							
107215	9/4/2024	0014099	LOS ANGELES ENGINEERING, IN	UO-LAE-06	7/26/2024	JULY 2024 - CONSTRUCTION OF	319,985.68	319,985.68
	Voucher:							
107216	9/4/2024	0013899	PK: ART MADE IZZY	ILSUMMER724	8/31/2024	SUMMER 2024 - ART WATERCOL	1,339.20	1,339.20
	Voucher:							
107217	9/4/2024	00004271	PK: BETANCOURT, CRYSTAL	CBSUMMER724	9/3/2024	SUMMER 2024 - YOUTH HIP HOF	7,613.86	7,613.86
	Voucher:							
107218	9/4/2024	00001643	PK: DIAZ, VANESSA	VDSUMMER724	9/3/2024	SUMMER 2024 - BABY MEXICAN	1,138.67	1,138.67
	Voucher:							
107219	9/4/2024	0013205	PK: DUSTIN NATHANIEL GARCIA	DGSUMMER724	8/31/2024	SUMMER 2024 - DRAWING CLAS	1,155.00	1,155.00
	Voucher:							
107220	9/4/2024	0008741	PK: HINDU, CLAUDIA	CHSUMMER724	9/3/2024	SUMMER 2024 - FASHION SKETC	1,022.22	1,022.22
	Voucher:							
107221	9/4/2024	00003708	PK: LASTRA, MARY	MLSUMMER724	9/3/2024	SUMMER 2024 MEX. FOLK	3,112.36	3,112.36
	Voucher:							
107222	9/4/2024	0013766	PK: LOPEZ, ASHLEY	ALSUMMER724	9/3/2024	SUMMER 2024 - YOUTH CHEER	1,442.31	1,442.31
	Voucher:							
107223	9/4/2024	0009212	PK: RAMOS, GUNTHER H. ALCER	GASUMMER724	9/3/2024	SUMMER 2024 - DOG OBEDIENC	683.20	683.20
	Voucher:							
107224	9/4/2024	0014633	QUADBRIDGE INC.	INU14619	7/19/2024	QUADBRIDGE-DELL SAN/VIRTUA	269,197.43	269,197.43
	Voucher:							
107225	9/4/2024	00004865	SO CALIF EDISON	9/3/24	9/3/2024	BILLING PERIOD - AUG-SEPT 20	20,777.80	20,777.80
	Voucher:							

Item No. 12

Sub total for BANK OF THE WEST:	690,359.96
Grand Total All Checks:	690,359.96

15 checks in this report.

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107226	9/12/2024	00000437	AFLAC	Ben351979	9/12/2024	AMERICAN FAMILY LIFE INS.: PA	311.98	311.98
	Voucher:							
107227	9/12/2024	00002417	AMERICAN FIDELITY ASSURANC	Ben351969	9/12/2024	AMERICAN FIDELITY (ABT): PAYI	183.86	183.86
	Voucher:							
107228	9/12/2024	0011469	CALIFORNIA DENTAL NETWORK,	Ben351985	9/12/2024	CALIFORNIA DENTAL NETWORK	83.38	83.38
	Voucher:							
107229	9/12/2024	0012107	CALIFORNIA STATE DISBURSEMI	Ben351987	9/12/2024	CA STATE DISB. UNIT: PAYMENT	1,036.44	1,036.44
	Voucher:							
107230	9/12/2024	00000438	COLONIAL INSURANCE CO.	Ben351975	9/12/2024	COLONIAL INSURANCE CO: PAYI	2,324.48	2,324.48
	Voucher:							
107231	9/12/2024	00002138	FRANCHISE TAX BOARD	Ben351981	9/12/2024	GARNISHMENT - FRANCHISE TA	400.00	400.00
	Voucher:							
107232	9/12/2024	00002421	POLICE MANAGEMENT ASSOCIA	Ben351977	9/12/2024	POLICE MANAGEMENT ASSOC. I	2,375.00	2,375.00
	Voucher:							
107233	9/12/2024	00000335	POLICE OFFICERS ASSOCIATION	Ben351983	9/12/2024	POLICE ASSOCIATION DUES: PA	6,250.00	6,250.00
	Voucher:							
107234	9/12/2024	0011466	PRINCIPAL LIFE INSURANCE CO.	Ben351963	9/12/2024	PRINCIPAL DENTAL PPO (MISC):	30,913.37	30,913.37
	Voucher:							
107235	9/12/2024	0011467	RELIANCE STANDARD	Ben351967	9/12/2024	LONG TERM DISABILITY: PAYME	5,634.69	5,634.69
	Voucher:							
107236	9/12/2024	00003152	SOUTH GATE POLICE EXPLORER	Ben351971	9/12/2024	SGPD EXPLORER YOUTH PROG	645.00	645.00
	Voucher:							
107237	9/12/2024	0011468	SUPERIOR VISION SERVICES, IN	Ben351965	9/12/2024	SUPERIOR VISION MISC.: PAYME	3,947.75	3,947.75
	Voucher:							
107238	9/12/2024	00000334	UNITED WAY OF GREATER LOS A	Ben351973	9/12/2024	UNITED WAY: PAYMENT	26.00	26.00
	Voucher:							

Sub total for BANK OF THE WEST: 54,131.95

13 checks in this report.

Grand Total All Checks: 54,131.95

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107239	9/11/2024	00003529	AT&T	960-449-6558 - 09	9/1/2024	BILLING PRD- SEPTEMBER 2024	222.55	222.55
	Voucher:							
107240	9/11/2024	00005061	COUNTY OF LOS ANGELES FIRE	IN0452503	8/23/2024	FA0023570 - FY 24/25-UNDERGR	5,058.00	
	Voucher:			IN0452690	8/23/2024	FA0025478 - FY 24/25-UNDERGR	3,414.00	
				IN0450526	8/23/2024	FA0006356 - FY 24/25-UNDERGR	2,765.00	
				IN0452688	8/23/2024	FA0025476 - FY 24/25-UNDERGR	2,457.00	
				IN0451397	8/23/2024	FA0013631 - FY 24/25 - HAZARDC	819.00	
				IN0454916	8/23/2024	FA0037201 - FY 24/25 - HAZARDC	663.00	15,176.00
107241	9/11/2024	0014717	DEPARTMENT OF TREASURY	47494800	9/11/2024	BALANCE DUE FOR CASE # 474(	1,483.11	1,483.11
	Voucher:							
107242	9/11/2024	00000619	FALCON FUELS, INC.	75489	9/4/2024	RD 99 CLEAR DSL & SALE TAX- 4	4,653.01	
	Voucher:			74963	8/19/2024	RD 99 CLEAR DSL & SALE TAX- 4	3,826.24	8,479.25
107243	9/11/2024	0010237	FRONTIER COMMUNICATIONS	209-057-1084-09/2	9/1/2024	ACCT# 209-057-1084-051106-5 - (	42.57	42.57
	Voucher:							
107244	9/11/2024	0014664	LA ESCONDIDA NURSERY	080124	8/1/2024	PLANTS FOR FIRESTONE MEDIA	9,893.30	9,893.30
	Voucher:							
107245	9/11/2024	0014075	ONEIT INC	58461-AA	7/15/2024	YEAR 2 OF 3 DATTO BACK-UP AI	21,312.00	21,312.00
	Voucher:							
107246	9/11/2024	0007643	PD: CANINE TACTICAL OPERATIC	TNR 139	9/3/2024	9/ 4-6 /2024 - REGISTRATION FEI	2,100.00	2,100.00
	Voucher:							
107247	9/11/2024	00003943	PD: CATO-CA ASSOC OF TACTIC/	3000491	9/3/2024	9/30/24-10/3/24 - REGISTRATION	5,400.00	5,400.00
	Voucher:							
107248	9/11/2024	00004717	PETTY CASH- GENERAL FUND -	7/11/24-9/9/24	9/10/2024	7/11/24-9/9/24 - PETTY CASH GEI	1,259.91	1,259.91
	Voucher:							
107249	9/11/2024	00004741	QUALITY FENCE COMPANY INC	422024-4 RI	7/25/2024	RI CK# 107168 - PAYMENT #4 - C	340,219.70	340,219.70
	Voucher:							
107250	9/11/2024	0012589	S&L INTERNATIONAL, INC.	70653	6/12/2024	6/30/2024-6/29/2025 - BARRACUI	39,412.80	39,412.80
	Voucher:							
107251	9/11/2024	00004338	SEQUEL CONTRACTORS INC	607-RET	6/25/2024	3/1/24-4/30/24 - FINAL RETENTIO	373,722.91	373,722.91
	Voucher:							
107252	9/11/2024	00004865	SO CALIF EDISON	9/10/24	9/10/2024	BILLING PERIOD - AUG-SEPT 20:	168,724.24	168,724.24
	Voucher:							
107253	9/11/2024	0014047	UNIFIED FIELD SERVICES CORP.	1223487	12/18/2023	DECEMBER 2023 - HAWKINS TAI	235,692.42	235,692.42
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107254	9/11/2024	0011926	URM TECHNOLOGIES, INC.	0109843	7/31/2024	JULY 2024 - MISC - ADMINISTRAT	79.60	
	Voucher:			0108873	6/30/2024	JUNE 2024 - MISC - ADMINISTRA	79.60	
				0109839	7/31/2024	JULY 2024 - ADMINISTRATIVE FI	73.60	
				0108869	6/30/2024	JUNE 2024 - ADMINISTRATIVE FI	73.60	
				0109845	7/31/2024	JULY 2024 - PERS - ADMINISTRA	60.80	
				0108875	6/30/2024	JUNE 2024 - PERS - ADMINISTRA	60.80	
				0109840	7/31/2024	JULY 2024 - ACCNT - ADMINISTR	46.00	
				0108870	6/30/2024	JUNE 2024 - ACCNT - ADMINISTR	46.00	
				0109841	7/31/2024	JULY 2024 - AP - ADMINISTRATIV	27.20	
				0108871	6/30/2024	JUNE 2024 - AP - ADMINISTRATIV	27.20	
				0109842	7/31/2024	JULY 2024 - AR - ADMINISTRATIV	24.00	
				0108872	6/30/2024	JUNE 2024 - AR - ADMINISTRATIV	24.00	
				0109844	7/31/2024	JULY 2024 - PAYROLL - ADMINIST	22.80	
				0108874	6/30/2024	JUNE 2024 - PAYROLL - ADMINIS	22.80	668.00
						Sub total for BANK OF THE WEST:		1,223,808.76

16 checks in this report.

Grand Total All Checks: 1,223,808.76

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107255	9/24/2024	00003766	ABEL GLASS & SCREEN	03681	8/12/2024	GRAFFITI FILM	716.63	
	Voucher:			03680	8/12/2024	SCREEN AND TINT CITYWIDE	716.63	1,433.26
107256	9/24/2024	0010065	AFC HYDRAULIC SEALS &	35192	7/16/2024	REPAIR HYDRAULIC EQUIPMEN	391.39	
	Voucher:			35211	7/22/2024	REPAIR HYDRAULIC EQUIPMEN	457.54	
				35217	7/23/2024	REPAIR HYDRAULIC EQUIPMEN	208.37	1,057.30
107257	9/24/2024	0011293	AGRI-TURF DISTRIBUTING, LLC	97698	7/18/2024	PESTICIDES - FERTILIZERS & PE	32.98	
	Voucher:			97627	7/17/2024	PESTICIDES - FERTILIZERS & PE	1,282.17	
				97826	7/23/2024	PESTICIDES - FERTILIZERS & PE	1,099.71	
				98109	7/31/2024	PESTICIDES - FERTILIZERS & PE	595.35	
				98172	8/1/2024	PESTICIDES - FERTILIZERS & PE	185.71	3,195.92
107258	9/24/2024	00004372	AIRGAS USA, LLC	9151477816	7/2/2024	DISTRIBUTATION OF SPECIALTY	360.70	
	Voucher:			9151726617	7/10/2024	DISTRIBUTATION OF SPECIALTY	290.75	
				9151904262	7/17/2024	DISTRIBUTATION OF SPECIALTY	340.35	991.80
107259	9/24/2024	0011325	ALAN'S LAWN & GARDEN CENTE	33598	7/5/2024	CARRY LARGE SUPPLY OF IRRI	202.11	
	Voucher:			29490	7/5/2024	CARRY LARGE SUPPLY OF IRRI	438.31	
				41895	8/12/2024	CARRY LARGE SUPPLY OF IRRI	118.63	
				30088	8/12/2024	CARRY LARGE SUPPLY OF IRRI	422.09	1,181.14
107260	9/24/2024	0012563	ALTAMED HEALTH SERVICES, CC	110686-2024-08	8/1/2024	APR 2024-JUN 2024 - ARPA SLFR	37,229.69	
	Voucher:			97799-09	8/7/2024	MAY 2024 - JUL 2024 - ALTAMED	25,000.00	62,229.69
107261	9/24/2024	0009798	ANIMAL FRIENDS PET HOTEL	524596	7/2/2024	7/2/24 - K-9 VETERINARY SERVI	695.00	695.00
	Voucher:							
107262	9/24/2024	0007290	APW KNOX-SEEMAN	20104705	7/16/2024	MISC AUTO PARTS & LUBES	21.55	
	Voucher:			20103741	7/16/2024	MISC AUTO PARTS & LUBES	14.35	
				20104719	7/16/2024	MISC AUTO PARTS & LUBES	21.55	
				20104361	7/16/2024	MISC AUTO PARTS & LUBES	120.10	
				20104380	7/16/2024	MISC AUTO PARTS & LUBES	73.87	
				20132848	7/24/2024	MISC AUTO PARTS & LUBRICAN	18.94	
				20159532	8/1/2024	MISC AUTO PARTS & LUBES	173.40	
				20178819	8/7/2024	MISC AUTO PARTS & LUBES	146.48	
				20132640	7/24/2024	MISC AUTO PARTS & LUBRICAN	36.31	626.55
107263	9/24/2024	0013250	ASCENT ENVIRONMENTAL, INC	20220103.01-20	4/16/2024	MAR 2024 - ENVIRONMENTAL CC	5,485.00	
	Voucher:			20220103.01-21	5/16/2024	APR 2024 - ENVIRONMENTAL CC	3,556.00	
				20220103.01-17	1/16/2024	DEC 2023 - ENVIRONMENTAL CC	6,660.00	15,701.00
107264	9/24/2024	00000201	ATLANTIC LOCK & KEY	000267	7/16/2024	SPECIALIZED KEYS FOR THE DE	437.18	437.18
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107265	9/24/2024	0010585	AUTOZONE STORES, INC.	5488533921	7/1/2024	AUTO PARTS	29.71	
	Voucher:			5488543533	7/10/2024	AUTO PARTS	67.78	
				5488544476	7/11/2024	AUTO PARTS	8.54	
				5488564813	7/30/2024	AUTO PARTS	14.28	
				5488571188	8/5/2024	AUTO PARTS	7.03	
				5488572281	8/6/2024	AUTO PARTS	8.02	
				5488573525	8/7/2024	AUTO PARTS	11.21	
				5488586220	8/19/2024	AUTO PARTS	56.65	
				5488564579	7/30/2024	AUTO PARTS	82.09	
				5488565662	7/31/2024	AUTO PARTS	14.32	
				5488565913	7/31/2024	AUTO PARTS	37.47	
				5488566731	8/1/2024	AUTO PARTS	44.08	
				5488578987	8/12/2024	AUTO PARTS	8.80	
				5488578888	8/12/2024	AUTO PARTS	48.66	
				5488581071	8/14/2024	AUTO PARTS	27.78	
				5488581702	8/15/2024	AUTO PARTS	6.59	473.01
107266	9/24/2024	0007921	BADGER METER, INC.	1679913	8/29/2024	RESTOCK WATER METERS	13,734.17	13,734.17
	Voucher:							
107267	9/24/2024	0010207	BANNER BANK	UO-LAE-06	7/25/2024	URBAN ORCHARD INTERIM CON	16,841.35	16,841.35
	Voucher:							
107268	9/24/2024	0010615	BEARCOM	5747528	6/24/2024	POLICE RADIO INSTALL RANGEF	1,940.93	1,940.93
	Voucher:							
107269	9/24/2024	00000651	BSN SPORTS, LLC	926156758	7/18/2024	SPORTS EQUIPMENT	93.70	93.70
	Voucher:							
107270	9/24/2024	00000759	CALIFORNIA FRAME & AXLE	77948	7/1/2024	GARAGE REPAIRS	55.00	
	Voucher:			78210	7/23/2024	GARAGE REPAIRS	211.93	
				78326	7/31/2024	GARAGE REPAIRS	225.00	
				78483	8/14/2024	FRONT AND REAR WHEEL ALIGN	110.00	601.93
107271	9/24/2024	00000898	CENTRAL BASIN MUNI WATER DI	SG-JUL24	8/16/2024	JULY 2024 - MONTHLY CB METEI	16,987.92	16,987.92
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107272	9/24/2024	0006239	CENTRAL FORD	47516 (47504)	8/19/2024	AUTO PART FOR UNIT #181	58.21	
	Voucher:			47535	8/8/2024	AUTO PARTS FOR UNIT #195	245.28	
				47534	8/7/2024	AUTO PARTS FOR UNIT #196	245.28	
				47504	8/7/2024	AUTO PARTS ON UNIT #181	101.28	
				49516	8/1/2024	REPAIRS ON UNIT #450- PARTS	540.08	
				47228	8/5/2024	AUTO PART FOR UNIT #450	83.55	
				47804	8/14/2024	AUTO PARTS FOR UNIT #195	88.81	
				47988	8/19/2024	AUTO PART FOR UNIT #193	101.03	
				47805	8/15/2024	AUTO PART FOR UNIT #196	870.00	
				47803	8/15/2024	AUTO PARTS FOR UNIT #195	84.67	
				47223	7/30/2024	AUTO PART FOR UNIT #366	52.24	
				47235	7/31/2024	AUTO PART FOR UNIT #293	76.95	
				46547	7/16/2024	AUTO PARTS FOR UNIT #128	169.98	
				46555	7/16/2024	AUTO PARTS FOR UNIT #128	280.46	
				46394	7/11/2024	AUTO PARTS FOR UNIT #128	31.75	
				46582	7/19/2024	AUTO PART FOR UNIT #128	723.24	
				50006	8/13/2024	INSPECTION ON UNIT #185	75.00	
				48187	8/26/2024	AUTO PARTS FOR UNIT #181	245.28	
				48194	8/26/2024	AUTO PARTS FOR UNIT #181	355.05	
				48180	8/26/2024	AUTO PARTS FOR UNIT #145	465.49	
				48308	8/26/2024	AUTO PARTS FOR UNIT #119	342.45	
				48145	8/26/2024	AUTO PARTS FOR UNIT #197	870.00	
				48329	8/27/2024	AUTO PARTS FOR UNIT #197	30.76	
				45964	7/1/2024	STOCK ORDER FOR UNIT #178	230.04	
				47018	7/26/2024	AUTO PARTS FOR UNIT #188	280.96	
				46865	7/23/2024	AUTO PARTS FOR UNIT #362	394.50	
				48315	8/27/2024	AUTO PARTS FOR UNIT #197	144.80	
				47179	7/30/2024	AUTO PARTS FOR UNIT # 450	905.11	8,092.25
107273	9/24/2024	0005839	CHAMPION CHRYSLER JEEP DOI	713451	8/1/2024	DEALER PARTS FOR CHARGER	201.34	
	Voucher:			713545	8/1/2024	DEALER PARTS FOR CHARGER	252.34	
				713674	8/5/2024	DEALER PARTS FOR CHARGER	34.14	487.82
107274	9/24/2024	0012980	CHARTER COMMUNICATIONS	108308401080124	8/1/2024	ACCT# 108308401 - AUG 2024	890.31	
	Voucher:			116996701072224	7/22/2024	ACCT# 116996701 - 7/21/24-8/20/	2,901.04	
				187588601072224	7/22/2024	ACCT# 187588601 - 7/27/24-8/26/	550.35	
				188428701072224	7/22/2024	ACCT# 188428701 - 7/27/24-8/26/	125.65	4,467.35

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107275	9/24/2024	00004302	CINTAS UNIFORM SERVICES	4197475470	7/1/2024	SHOP TOWEL CLEANING SERVI(	47.32	
	Voucher:			4200321110	7/29/2024	SHOP TOWEL CLEANING SERVI(	47.32	
				4201710733	8/12/2024	SHOP TOWEL SERVICE 8/12/24	47.32	
				4198846854	7/15/2024	SHOP TOWEL CLEANING SERVI(	47.32	
				4203159909	8/26/2024	SHOP TOWEL CLEANING SERVI(	47.32	236.60
107276	9/24/2024	0014014	CITY OF LOS ANGELES	48H-50-3811-25-0	5/28/2024	2024-2025 - LARA MEMBERSHIP	40,640.56	40,640.56
	Voucher:							
107277	9/24/2024	0013515	CITY TIRES	44231	7/18/2024	AUTO ALIGNMENT AND TIRES	89.00	
	Voucher:			44384	7/31/2024	AUTO ALIGNMENT AND TIRES	89.00	
				44388	7/31/2024	AUTO ALIGNMENT AND TIRES	161.61	339.61
107278	9/24/2024	0011708	CLIENTFIRST TECHNOLOGY, COI	17079	7/31/2024	JULY 2024 - ENTERPRISE RESOL	3,263.75	3,263.75
	Voucher:							
107279	9/24/2024	00000311	COASTLINE EQUIPMENT	1150084	7/18/2024	SERVICE HEAVY EQUIPMENT VE	187.58	
	Voucher:			1149354	7/16/2024	SERVICE HEAVY EQUIPMENT VE	420.98	608.56
107280	9/24/2024	0011922	CONCENTRA MEDICAL CENTERS	83840250	7/24/2024	7/17/24-7/23/24 - PROVIDE MEDI(	1,627.00	
	Voucher:			83769635	7/17/2024	7/11/24-7/14/24 - PROVIDE MEDI(	1,178.00	
				83992338	8/7/2024	8/2/24-8/5/24 - PROVIDE MEDICA	424.00	
				84066806	8/14/2024	8/9/24-8/13/24 - PROVIDE MEDIC/	676.00	
				84146704	8/14/2024	MEDICAL SERVICES FOR NEW E	86.00	3,991.00
107281	9/24/2024	0011159	CONSERVATION CORPS OF	0724	9/2/2024	JULY 2024 - PROVIDE YOUTH TC	21,267.79	21,267.79
	Voucher:							
107282	9/24/2024	0014159	CRAIG COMMUNICATIONS INC.	312113	6/1/2024	MAY 2024 - CRAIG COMMUNICAT	1,392.50	1,392.50
	Voucher:							
107283	9/24/2024	00003702	D & M TIRES & MUFFLERS	3914	8/6/2024	WELDING JOB ON PD UNIT#156	30.00	30.00
	Voucher:							
107284	9/24/2024	00003777	DON MILLER & SONS PLUMBING	403248A	7/24/2024	PARK RESTROOM FAUCET REPA	329.81	
	Voucher:			403248	7/17/2024	CITY FACILITIES PLUMBING SUF	674.21	1,004.02
107285	9/24/2024	0013734	DONALD CHRISTOPHER LACHEF	SGPD 2024-020	7/15/2024	BACKGROUND INVESTIGATION I	2,308.60	2,308.60
	Voucher:							
107286	9/24/2024	00001782	EBERHARD EQUIPMENT	11618	7/1/2024	KABOTA EQUIPMENT REPAIR AN	231.81	
	Voucher:			12639	8/16/2024	AUTO PARTS FOR UNIT #460	1,375.12	1,606.93
107287	9/24/2024	0014709	EMP: CARRANZA, RICARDO	1599-4642	8/4/2024	REIMB: ONLINE CERTIFICATION	550.00	550.00
	Voucher:							
107288	9/24/2024	00001917	ENTENMANN - ROVIN CO.	0182112-IN	7/10/2024	BADGES REPAIR/REFINISH/REPI	617.96	617.96
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107289	9/24/2024	0012358	EO: GLAZE, YODIT	EDUCATION WOF	8/26/2024	REIMB: EDUCATION WORKSHOF	266.71	266.71
	Voucher:							
107290	9/24/2024	0013810	EXECUTIVE MANAGEMENT, SEC	24-496	8/18/2024	7/28/24-8/10/24 - SECURITY SER	5,040.00	5,040.00
	Voucher:							
107291	9/24/2024	0014481	EYEMED	1000717240	9/3/2024	SAFETY GLASSES FOR FY 24/25	533.91	533.91
	Voucher:							
107292	9/24/2024	0010558	FACTORY MOTOR PARTS COMP/	167-173471	7/2/2024	AUTO PART FOR UNIT #405 & GA	485.84	
	Voucher:			12-6102121	8/22/2024	AUTO PARTS FOR UNIT #354	528.75	
				167-175048	7/24/2024	AUTO PARTS FOR GARAGE SHC	85.86	
				167-174375	7/16/2024	AUTO PARTS FOR UNIT #197	519.28	
				12-W21263	7/25/2024	AUTO PARTS FOR GARAGE SHC	110.73	
				12-W21135	7/11/2024	AUTO PARTS FOR GARAGE SHC	436.34	
				12-6070261	8/5/2024	AUTO PARTS FOR UNIT #293	216.06	
				12-6085619	8/13/2024	AUTO PARTS FOR GARAGE SHC	287.61	
				167-177158	8/20/2024	AUTO PARTS FOR UNIT #192	363.16	3,033.63
107293	9/24/2024	00001988	FAIR HOUSING FOUNDATION	QTR 4 JUN 2024	7/10/2024	QTR 4 JUN 2024 - PROFESSIONA	2,212.38	2,212.38
	Voucher:							
107294	9/24/2024	00002026	FEDERAL EXPRESS CORPORATI	8-598-79203	8/23/2024	FEDEX EXPRESS SRVS - TO: FR	9.39	9.39
	Voucher:							
107295	9/24/2024	00003770	FLEMING ENVIRONMENTAL INC.	21575	7/24/2024	UNDERGROUND STORAGE TANI	560.00	560.00
	Voucher:							
107296	9/24/2024	0010237	FRONTIER COMMUNICATIONS	562-197-1130-070	7/29/2024	ACCT# 562-197-1130-040121-5: 7/	564.17	
	Voucher:			562-197-1130-080	8/29/2024	ACCT# 562-197-1130-040124-5: 8/	564.17	1,128.34
107297	9/24/2024	0005303	FULLER ENGINEERING INC	151383	7/3/2024	CHEMICALS SUPPLIES FOR POC	1,015.61	
	Voucher:			151647	8/12/2024	ACID FOR POOL AND SPA	1,440.14	2,455.75
107298	9/24/2024	0013954	GANNETT FLEMING, INC.	075067-01-011	7/12/2024	THRU 6/28/24 - CM AND INSPECT	48,471.73	
	Voucher:			075067-01-010	6/24/2024	THRU 5/24/24 - CM AND INSPECT	44,225.97	
				079472-01-1	8/20/2024	7/26/24 - CONSTRTN MNGMNT &	2,490.03	95,187.73
107299	9/24/2024	0014713	GARCIA, VICTOR	23-98-40 - GARCI/	9/5/2024	LIABILITY CLAIM # 23-98-40 - SET	7,395.72	7,395.72
	Voucher:							
107300	9/24/2024	0006890	GARVEY EQUIPMENT COMPANY	162208	7/10/2024	GROUNDS MAINT.	999.53	999.53
	Voucher:							
107301	9/24/2024	00000577	GATEWAY CITIES COG	FY2024-25	6/18/2024	FY2024-25 - ANNUAL MEMBERSH	27,720.00	27,720.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107302	9/24/2024	0009465	GEORGE CHEVROLET	171474	7/15/2024	AUTO PARTS FOR UNIT #122	391.81	391.81
	Voucher:							
107303	9/24/2024	0008789	GONZALEZ, VIOLETA ORQUIDIA	Q4-APRIL 2024	5/1/2024	APR 2024 - VIOLETA GONZALES.	2,625.00	
	Voucher:			Q4-MAY 2024	6/1/2024	MAY 2024 - VIOLETA GONZALES.	2,397.50	
				Q4-JUNE 2024	6/27/2024	JUN 2024 - VIOLETA GONZALES.	1,277.50	6,300.00
107304	9/24/2024	00002890	GRAINGER	9168685874	7/1/2024	FUEL FILTER	29.07	
	Voucher:			9179293619	7/11/2024	PURCHASED O RINGS S//LOAN \	53.69	
				9177782191	7/10/2024	SPECIALTY HARDWARE - BOOT	90.29	
				9186018603	7/18/2024	VAN LOCKS WITH HASP	179.86	
				9198240872	7/29/2024	AUTO PARTS FOR GARAGE SHC	49.83	
				9177202265	7/10/2024	AUTO PART FOR UNIT #808	453.50	856.24
107305	9/24/2024	00000534	GRANDE VISTA STEEL	172001	7/11/2024	REPAIR FENCES	231.52	231.52
	Voucher:							
107306	9/24/2024	0013348	HARPER & ASSOCIATES, ENGINE	ENG-8682	8/28/2024	JULY 2024 - ENGINEERING SER\	1,780.00	1,780.00
	Voucher:							
107307	9/24/2024	0011526	HASA, INC.	980902	7/30/2024	WATER SAMPLES	1,430.59	
	Voucher:			975419	7/11/2024	WATER TREATMENT CHEMICALS	839.09	
				975418	7/11/2024	WATER TREATMENT CHEMICALS	1,056.43	
				975414	7/11/2024	WATER TREATMENT CHEMICALS	1,089.45	
				975417	7/11/2024	WATER TREATMENT CHEMICALS	1,529.63	
				975415	7/11/2024	WATER TREATMENT CHEMICALS	1,722.20	
				980905	7/30/2024	MULTI-CHLOR	852.85	
				980908	7/30/2024	MULTI-CHLOR	770.32	
				980912	7/30/2024	MULTI-CHLOR	1,265.52	
				980916	7/30/2024	MULTI-CHLOR	1,196.74	11,752.82

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107309	9/24/2024	00000268	HOME DEPOT CREDIT SERVICES	4360433	8/10/2024	STREET SUPPLIES	149.34	
	Voucher:			2373090	8/12/2024	TOOLS FOR BIKE PRJT	110.70	
				1373102	8/13/2024	FAN FOR STREET DIV	439.90	
				5353578	8/19/2024	STREET DEPT TOOLS	382.77	
				6034988	8/8/2024	PLYWOOD FOR BIKE RACK PRJT	65.84	
				8030115	9/5/2024	FAC. MAINT. SUPPLIES	9.10	
				5360456	8/19/2024	GROUNDS SUPPLIES	124.71	
				4360465	8/20/2024	SUPPLIES FOR VET FOUNTAIN	97.79	
				5353569	8/19/2024	SHOWER REPAIR AT THE SPORT	92.83	
				4360464	8/20/2024	FLOOR SINK JANITOR CLOSET	108.42	
				5353655	8/29/2024	GROUNDS SUPPLIES	398.17	
				5353570	8/19/2024	TOILET REPAIR AT HOLLYDALE (	16.48	
				4203256	8/20/2024	FACILITY SUPPLIES	66.18	
				4353583	8/20/2024	GROUNDS SUPPLIES	311.44	
				6204222		CREDIT - INV# 6627 036 05607 - 7	-109.37	
				6372916	7/19/2024	ELECTRICAL SUPPLIES	252.85	
				3353372	7/22/2024	STREET SUPPLIES	164.51	
				3360321	7/22/2024	STREET SUPPLIES	136.92	
				9372969	7/26/2024	MISC SUPPLIES	107.42	
				2360390	8/2/2024	STREET SUPPLIES	76.77	
				0360446	8/14/2024	GROUNDS SUPPLIES	274.90	
				0372839	7/5/2024	GROUNDS SUPPLIES	117.01	
				2353532	8/12/2024	GROUNDS SUPPLIES	337.35	
				4373025	7/31/2024	GROUNDS SUPPLIES	291.59	
				3353186	7/2/2024	GROUNDS SUPPLIES	464.55	
				7360234	7/8/2024	GROUNDS SUPPLIES	363.74	
				7360229	7/8/2024	GROUNDS SUPPLIES	331.41	
				6360250	7/9/2024	MISC SUPPLIES	64.34	
				4012136	7/11/2024	ELECTRICAL SUPPLIES	32.67	
				4360259	7/11/2024	MISC SUPPLIES	45.91	
				3360267	7/12/2024	MISC SUPPLIES	185.62	
				9340610	7/16/2024	MISC SUPPLIES	478.50	
				9372898	7/16/2024	MISC SUPPLIES	169.13	
				8340613	7/17/2024	MISC SUPPLIES	144.77	
				6353256	7/9/2024	MISC SUPPLIES	84.59	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				9041510	7/16/2024	GENERAL MAINTENANCE - MISC	120.30	
				7023742	7/18/2024	ELECTRICAL SUPPLIES	56.74	
				7353318	7/18/2024	STREET SUPPLIES	65.79	
				2372942	7/23/2024	MISC SUPPLIES	209.75	
				1353382	7/24/2024	STREET SUPPLIES	96.11	
				0360346 7/25/202	7/25/2024	MISC SUPPLIES	84.89	
				0360341	7/25/2024	MISC SUPPLIES	212.74	
				6360370	7/29/2024	MISC SUPPLIES	76.98	
				3360382	8/1/2024	STREET SUPPLIES	228.64	
				9353479	8/5/2024	MISC SUPPLIES	70.82	
				8372902	7/17/2024	STREET SUPPLIES	404.18	
				9353480	8/5/2024	MISC SUPPLIES	76.97	
				8360404	8/6/2024	MISC SUPPLIES	442.66	
				8373042	8/6/2024	MISC SUPPLIES	251.15	
				9373244	9/4/2024	FAC. MAINT. SUPPLIES	12.14	
				2353533	8/12/2024	GROUNDS SUPPLIES	386.96	
				2353448	8/2/2024	GROUNDS SUPPLIES	182.69	
				9360400	8/5/2024	CONCRETE	56.67	
				3360190	7/2/2024	GENERAL MAINTENANCE - MISC	339.60	
				3353192	7/2/2024	MISC SUPPLIES	44.26	
				2353210	7/3/2024	MISC SUPPLIES	20.57	
				8340614	7/17/2024	PUMP SITE CLEANING SUPPLIES	144.89	
				6353501	8/8/2024	GROUNDS SUPPLIES	603.47	
				4364044	7/11/2024	TOOLS FOR UNIT #365	111.51	
				7360294	7/18/2024	TOOLS NEEDED FOR UNIT #320	646.70	
				3360263	7/12/2024	TOOLS FOR TRUCK 365	649.15	
				6360251 7/9/2024	7/9/2024	MISC SUPPLIES	131.24	
				3630241	7/9/2024	STREET SUPPLIES	41.76	
				6372865	7/9/2024	MISC SUPPLIES	34.07	
				4372807	7/1/2024	GENERAL MAINTENANCE - MISC	450.00	
				7360230	7/8/2024	MISC SUPPLIES	141.15	12,783.40
107310	9/24/2024	00000647	HONEYWELL INTERNATIONAL IN	5267388530	7/22/2024	7/22/24 - CIP-712 PRK- HVAC MAI	10,000.00	10,000.00
	Voucher:							
107311	9/24/2024	00000209	JHM SUPPLY , INC.	97077/3	7/9/2024	SMALL TOOLS	1,236.36	
	Voucher:			97627/3	7/24/2024	SMALL TOOLS	792.05	2,028.41

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107312	9/24/2024	0011585	JOHNSON CONTROLS FIRE	52135439	7/26/2024	FIRE SUPPRESSION DEFICIENY	2,985.48	2,985.48
	Voucher:							
107313	9/24/2024	0012510	KILEY & ASSOCIATES, LLC	SG 240830	8/30/2024	AUG 2024 - AMEND NO 2 TO CON	3,333.33	3,333.33
	Voucher:							
107314	9/24/2024	00003540	LA COUNTY DEPT. OF PUBLIC W	24040806031	4/8/2024	CHICK-FIL-A FIRESTONE BLVD. A	868.43	868.43
	Voucher:							
107315	9/24/2024	0012590	LA TRUCK & AUTO INC, NAPA AU	6265-298821	8/15/2024	AUTO PARTS FOR UNIT #184	228.46	
	Voucher:			6265-299022	8/19/2024	AUTO PARTS FOR GARAGE SHC	276.67	
				6265-299025	8/19/2024	TOOLS FOR GARAGE SHOP	187.41	
				6265-299002	8/19/2024	AUTO PARTS FOR GARAGE SHC	118.81	
				6265-295461	7/1/2024	AUTOMOTIVE PARTS	87.58	
				6265-296669	7/18/2024	AUTOMOTIVE PARTS	265.10	
				6265-297213	7/25/2024	AUTOMOTIVE PARTS	134.06	
				6262-296195	7/11/2024	AUTOMOTIVE PARTS	13.78	1,311.87
107316	9/24/2024	0007795	LAWRENCE ROLL UP DOORS, IN	2424118	8/7/2024	SERVICE CITY HALL DOOR	588.00	588.00
	Voucher:							
107317	9/24/2024	00003793	LONG BEACH BMW MOTORCYCL	50358	8/1/2024	REPAIRS ON PD UNIT #115	1,288.71	1,288.71
	Voucher:							
107318	9/24/2024	00005072	LOS ANGELES COUNTY FIRE DEI	F0014388	8/22/2024	ON 7/4/2024 - FIRE SAFETY OFFI	4,309.40	4,309.40
	Voucher:							
107319	9/24/2024	0011433	MARK THOMAS & COMPANY, INC	51765	6/25/2024	THRU 5/26/24 - 2DESIGN SERVIC	3,137.43	
	Voucher:			51403	5/23/2024	THRU APR 2024 - DESIGN SERVI	602.67	
				52096	7/24/2024	THRU 6/30/24 - DESIGN SERVICE	2,605.22	6,345.32
107320	9/24/2024	00000609	MCCAIN TRAFFIC SUPPLY	INV0280839	7/9/2024	TRAFFIC SIGNAL EQUIPMENT AI	1,826.07	1,826.07
	Voucher:							
107321	9/24/2024	00004093	MELAD & ASSOCIATES	SG24-26	9/3/2024	AUG 2024 - PLAN CHECK SVCS -	5,127.36	
	Voucher:			SG24-27	9/3/2024	AUG 2024 INSPECTOR CERVANT	2,160.00	
				SG24-28	9/3/2024	AUG 2024 - CD TECH M. BAKER	4,710.00	
				SG24-29	9/3/2024	AUG 2024 - LID PL CK VIEW - ME	450.00	12,447.36
107322	9/24/2024	00003815	MICHELSON LABORATORIES, IN	0701208	7/31/2024	TITLE 22 LAB ANALYSIS - MONTH	972.72	
	Voucher:			0701209	7/31/2024	TITLE 22 LAB ANALYSIS - MONTH	868.50	
				0699852	7/15/2024	MONTHLY - HETEROTROPHIC PI	1,076.94	
				0699853	7/15/2024	MONTHLY - HETEROTROPHIC PI	868.50	
				0702276	8/15/2024	TITLE 22 LAB ANALYSIS- MONTH	868.50	
				0702275	8/15/2024	TITLE 22 LAB ANALYSIS- MONTH	1,146.42	5,801.58

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107323	9/24/2024	0014662	MINUTEMAN PRINT & COPY CEN	20603	9/3/2024	4 BOOKS - COLOR 2 SIDED - 226	357.50	357.50
	Voucher:							
107324	9/24/2024	00004620	MUTUAL PROPANE	744555	7/3/2024	PROPANE SERVICE	462.55	462.55
	Voucher:							
107325	9/24/2024	0009426	MV CHENG & ASSOCIATES, INC.	8/31/2024H	9/3/2024	AUGUST 2024 - DEPUTY DIRECT	440.00	
	Voucher:			8/31/2024B	9/3/2024	AUGUST 2024 - SR. FINANCIAL A	12,920.00	13,360.00
107326	9/24/2024	0011779	NACHO AUTOMOTIVE REPAIR, IN	37970	8/15/2024	SMOG INSPECTION ON UNIT #11	40.00	
	Voucher:			37944	8/13/2024	SMOG INSPECTION ON UNIT #1(	40.00	
				37830	7/29/2024	AUTO PARTS FOR UNIT #295	40.00	
				37812	7/25/2024	SMOG INSPECTION ON UNIT #4(	40.00	
				37809	7/25/2024	SMOG INSPECTION ON UNIT #6(	40.00	200.00
107327	9/24/2024	00004969	NATIONAL READY MIXED CONCR	910467	8/1/2024	CONCRETE FOR 2820 MISSOUR	486.21	
	Voucher:			909820	7/30/2024	CONCRETE FOR 8409 SAN GABI	747.23	1,233.44
107328	9/24/2024	0014090	NBS	202312-3628	12/11/2023	NOVEMBER 2023 - PROP 218 OU	1,500.00	
	Voucher:			202402-1158	2/13/2024	JANUARY 2024 - PROP 218 OUTI	695.54	2,195.54

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107330	9/24/2024	00001414	OFFICE DEPOT	378697089001	8/5/2024	PRIVACY FILTER	209.32	
	Voucher:			377477149001	8/8/2024	OFFICE SUPPLIES	93.46	
				377480607001	8/12/2024	OFFICE SUPPLIES	8.48	
				377480610001	8/8/2024	OFFICE SUPPLIES	67.33	
				378761191001	8/1/2024	OFFICE SUPPLIES	145.14	
				381233807001	8/26/2024	OFFICE SUPPLIES & WEBCAM	31.19	
				381234259001	8/23/2024	USB STERO HEADSET	30.09	
				375799316001	8/1/2024	COMPUTER RELATED OFFICE S	86.03	
				375956208001	8/1/2024	OFFICE SUPPLIES	42.78	
				375956909001	8/1/2024	OFFICE SUPPLIES	20.16	
				381609741001	8/29/2024	OFFICE SUPPLIES & TONER	270.91	
				383435528001	8/29/2024	OFFICE SUPPLIES	115.89	
				383284118001	8/29/2024	DEPOSIT BAGS	191.40	
				383285256001	8/29/2024	DEPOSIT BOOKS	154.31	
				378338761001	8/8/2024	FAN, TOWER W/IONIZER	242.41	
				378341291001	8/9/2024	TONER	627.90	
				373760432001	8/1/2024	OFFICE SUPPLIES	73.85	
				373760432002	8/5/2024	OFFICE SUPPLIES	18.10	
				376502174001	8/8/2024	OFFICE SUPPLIES & P-TOUCH	145.60	
				376510925001	8/1/2024	OFFICE SUPPLIES & STAPLER	401.39	
				378284712001	8/20/2024	OFFICE SUPPLIES	75.85	
				378685076001	8/6/2024	OFFICE SUPPLIES & TONER	377.52	
				378280172001	8/12/2024	OFFICE SUPPLIES & TONER	749.45	
				378312781001	8/8/2024	BOXES	103.07	
				378312818001	8/9/2024	USB C TO USB A	32.39	
				378322888001	8/12/2024	OFFICE SUPPLIES & TONER	719.04	
				382834057001	8/22/2024	OFFICE SUPPLIES	126.74	
				382847000001	8/22/2024	OFFICE SUPPLIES & TONER	665.55	
				379514264001	8/14/2024	IPHONE CASE	92.59	
				381443761001	8/13/2024	OFFICE SUPPLIES	101.55	
				378103418001	8/12/2024	INVENTORY PO/ JANITORIAL SU	453.49	
				377573757001	8/7/2024	OFFICE SUPPLIES	61.77	
				379167397001	8/6/2024	OFFICE SUPPLIES	95.69	
				382712932001		CREDIT - INV# 378284712001	-75.85	
				379184199001	8/6/2024	OFFICE SUPPLIES	55.48	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			380496222001	8/8/2024	OFFICE SUPPLIES	32.04	
			380500002001	8/8/2024	OFFICE SUPPLIES	40.78	
			380556221001	8/8/2024	OFFICE SUPPLIES	97.47	
			378700127001	8/6/2024	OFFICE SUPPLIES	207.81	
			376929069001	8/6/2024	TONER	217.39	
			376931126001	8/7/2024	OFFICE SUPPLIES	41.33	
			380261290001	8/20/2024	OFFICE SUPPLIES & TONER	290.41	7,537.30

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107332	9/24/2024	0007984	O'REILLY AUTO PARTS	3063-174795	7/10/2024	AUTO PART FOR GARAGE SHOF	26.89	
	Voucher:			3063-170401		CREDIT - NEW RETURN	-237.39	
				3063-173362	7/1/2024	STOCK ORDER FOR GARAGE SI	15.64	
				3063-174826	7/10/2024	AUTO PARTS FOR UNIT #208	80.34	
				3063-174697	7/9/2024	AUTO PART FOR UNIT#450	19.10	
				3063-173771	7/3/2024	EQUIPMENT PARTS	34.99	
				3063-175032	7/11/2024	AUTO PART FOR UNIT #460	18.42	
				3063-174627	7/9/2024	AUTO PARTS FOR PARKS FUEL :	60.97	
				3063-178211	8/1/2024	AUTO PAR FOR UNIT #176	12.29	
				3063-178205	8/1/2024	AUTO PARTS FOR GARAGE SHC	42.31	
				3063-179939	8/13/2024	GROUNDS SUPPLIES	19.82	
				3063-178780	8/5/2024	AUTO PARTS FOR GARAGE SHC	17.19	
				3063-173377	7/1/2024	AUTO PART FOR STREETS GENI	4.67	
				3063-173332	7/1/2024	AUTO PARTS FOR UNIT #151	266.93	
				3063-179274	8/8/2024	AUTO PART FOR UNIT#199	61.87	
				3063-176011	7/17/2024	AUTO PARTS FOR UNIT #196	239.75	
				3063-174989	7/11/2024	STOCK ORDER FOR GARAGE SI	26.28	
				3063-173531	7/2/2024	AUTO PARTS FOR UNIT#352	117.92	
				3063-173493	7/2/2024	AUTO PARTS ON UNIT #623	54.07	
				3063-173510	7/2/2024	AUTO PARTS FOR UNIT #124	52.06	
				3063-173483	7/2/2024	AUTO PARTS FOR UNIT #124	52.17	
				3063-174534	7/8/2024	EQUIPMENT PARTS	3.94	
				3063-173530	7/2/2024	AUTO PARTS ON UNIT #623	167.03	
				3063-173498	7/2/2024	AUTO PARTS FOR UNIT #124	104.01	
				3063-173485	7/2/2024	AUTO PARTS FOR UNIT #805	46.64	
				3063-173553	7/2/2024	AUTO PART FOR UNIT #178	12.12	
				3063-175832	7/16/2024	AUTO PARTS FOR UNIT #200	30.83	
				3063-17964	7/11/2024	AUTO PARTS FOR GARAGE SHC	19.82	
				3063-174624	7/9/2024	AUTO PARTS FOR UNIT #613	220.49	
				3063-173614	7/2/2024	AUTO PARTS FOR GARAGE SHC	14.32	
				3063-175784	7/16/2024	GROUNDS SUPPLIES	16.55	
				3063-173378	7/1/2024	STOCK ORDER GOR UNIT #178	36.65	
				3063-180028	8/14/2024	AUTO PARTS FOR UNIT #619	190.40	
				3063-181001	8/19/2024	AUTO PARTS FOR UNIT #291	116.57	
				3063-180099	8/14/2024	AUTO PART FOR UNIT #600	16.53	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				3063-179123	8/7/2024	AUTO PARTS FOR UNIT #800	73.29	
				3063-180274	8/15/2024	AUTO PARTS FOR UNIT #184	96.81	
				3063-178464	8/3/2024	AUTO PART FOR UNIT #180	205.98	
				3063-173668	7/3/2024	DEF FOR GENERATORS	185.09	
				3063-175669	7/15/2024	AUTO PARTS FOR UNIT #200	17.60	2,560.96
107333	9/24/2024 Voucher:	00004582	PARKHOUSE TIRE INC	1010988289	7/23/2024	TIRES FOR CITY VECHICLES - TI	1,261.25	1,261.25
107334	9/24/2024 Voucher:	0009601	PD: RODRIGUEZ, ALBERT	TNR 138	8/21/2024	REIMB: RENTAL CAR - AUG 26-28	387.11	387.11
107335	9/24/2024 Voucher:	00004713	PETTY CASH- PARKS & REC.DEP	8/12/24-8/29/24	8/29/2024	8/12/24-8/29/24 - PETTY CASH	292.52	292.52
107336	9/24/2024 Voucher:	00004714	PETTY CASH- POLICE DEPT. -	6/10/24-7/10/24	8/19/2024	6/10/24-7/10/24 - PETTY CASH (JI	283.29	283.29
107337	9/24/2024 Voucher:	0013899	PK: ART MADE IZZY	1	8/1/2024	ART INSTRUCTION (PAINT & SIP	225.00	225.00
107338	9/24/2024 Voucher:	0009213	PK: MARTINEZ, GILBERT	10312024	9/4/2024	DJ & SPECIAL DECORATIONS FC	2,400.00	2,400.00
107339	9/24/2024 Voucher:	00003405	POWER DESIGN	42347	8/15/2024	7/31/24-7/30/25 - ANNUAL PERVE	1,750.00	1,750.00
107340	9/24/2024 Voucher:	0013627	RED WING BRANDS OF AMERICA	20240710109693	7/10/2014	SAFETY FOOTWEAR PROVIDER	411.76	411.76
107341	9/24/2024 Voucher:	0014160	REDWOOD PRODUCTS OF CHIN	96098	8/7/2024	SPECIALTY LANDSCAPE SUPPLI	250.12	250.12
107342	9/24/2024 Voucher:	00004773	RET: ALMANZA, JOSEPH A	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	167.79	167.79
107343	9/24/2024 Voucher:	0008275	RET: AROCHA, FRANCIS X.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
107344	9/24/2024 Voucher:	00001840	RET: BLASKA, WILLIAM MIKE	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
107345	9/24/2024 Voucher:	00004776	RET: CARTER, LLOYD B	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
107346	9/24/2024 Voucher:	00000495	RET: CHAVEZ, ANTHONY A	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
107347	9/24/2024 Voucher:	0006505	RET: CORBET, RONALD	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107348	9/24/2024	00004777	RET: DAY, ROBERT A	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
107349	9/24/2024	0008746	RET: DELEON, RUBEN	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
107350	9/24/2024	0011326	RET: GALVAN, RAY A.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
107351	9/24/2024	0006508	RET: GOMEZ, JOSEPH C.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
107352	9/24/2024	0010881	RET: KOOPMANS, WILLIAM O.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
107353	9/24/2024	0010410	RET: LEO, FRANK	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
107354	9/24/2024	00003833	RET: MOOMEY, STEVEN	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	518.00	518.00
	Voucher:							
107355	9/24/2024	00003798	RET: RANGEL, ARMANDO	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
107356	9/24/2024	00000458	RET: SEWELL, ELAINE	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
107357	9/24/2024	00000459	RET: SEWELL, KENNETH R	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
107358	9/24/2024	00002735	ROADLINE PRODUCTS, INC. USA	20159	7/3/2024	STREET DIVISION AS NEEDED P	1,663.67	1,663.67
	Voucher:							
107359	9/24/2024	0012665	RS SCREEN PRINTING &EMBROI	BL92024	8/31/2024	FITNESS PROG. SHIRTS	2,800.79	2,800.79
	Voucher:							
107360	9/24/2024	0009447	RWC GROUP	XA301174558:01		CREDIT - CORE RETURN	-55.17	
	Voucher:			XA301174131:01	6/25/2024	SERVICE HEAVY DUTY TRUCK A	435.21	
				XA301175053:01	7/2/2024	SERVICE HEAVY DUTY TRUCK A	485.59	865.63
107361	9/24/2024	0008369	SAFETY-KLEEN SYSTEM, INC	95161102	8/2/2024	CLEANING SERVICE OF EQUIPM	289.60	289.60
	Voucher:							
107362	9/24/2024	00000322	SAM'S CLUB	001264	8/1/2024	MISC SUPPLIES	753.11	
	Voucher:			002813	8/18/2024	GOLF COURSE SUPPLIES	187.72	
				006735	8/29/2024	GOLF COURSE SUPPLIES	76.32	
				006734	8/29/2024	SENIOR CTR SUPPLIES	219.53	
				006712	7/31/2024	ERC - FOOD, SNACK'S AND DRI	172.36	
				006715	7/31/2024	FOOD, SNACK'S AND DRINKS FC	229.90	1,638.94

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107363	9/24/2024	0010623	SECTRAN SECURITY INC.	24080590	8/7/2024	AUG 2024 - SECTRAN - ARMORE	402.82	402.82
	Voucher:							
107364	9/24/2024	0013614	SHOETERIA, INC.	0071444-IN	8/10/2024	SAFETY FOOTWEAR FOR JUAN	215.53	
	Voucher:			0071307-IN	8/6/2024	SAFETY FOOTWEAR FOR VASEL	178.04	
				0071615-IN	8/14/2024	SAFETY FOOTWEAR FOR HUGO	163.99	
				0071452-IN	8/11/2024	SAFETY FOOTWEAR FOR JAIME	173.36	
				0070021-IN	7/15/2024	SAFETY FOOTWEAR PROVIDER	121.82	852.74
107365	9/24/2024	00004857	SMITH FASTENER COMPANY	0051768	8/10/2024	SIGNAGE MATERIAL	87.71	87.71
	Voucher:							
107366	9/24/2024	0013837	SOFIVE, INC.	SSCSummer624-1	8/8/2024	SOCCER FUNDAMNETALS (WED	3,115.20	3,115.20
	Voucher:							
107367	9/24/2024	00004908	STATUS ONE MEDICAL INC	68999	7/18/2024	FIRST AID SUPPLIES	79.88	79.88
	Voucher:							
107368	9/24/2024	0014420	SYN-TECH SYSTEM, INC	299769	8/13/2024	8/1/24-8/12/24 - FUEL MANAGEMI	6,750.00	
	Voucher:			299025	7/29/2024	THRU JULY 2024 - FUEL MANAGI	33,595.00	40,345.00
107369	9/24/2024	0012518	THE HITT COMPANIES	OE-132906	8/21/2024	(3) SHINY S-830 SELF INKING ST	128.95	
	Voucher:			OE-133333	8/27/2024	(2)NAMPLATES 2X10 WALNUT B	40.78	
				OE-133335	8/28/2024	(1)SHINY S-830 SELK INKING ST/	54.94	
				OE-133385	9/4/2024	(1)TRODAT 5440 SELF INKING D/	81.01	
				OE-132697	8/15/2024	(2)SHINY S-30 SELF INKING STAI	89.30	
				OE-133204	8/26/2024	(3)SHINY S-830 SLEF INKING ST/	128.95	
				OE-133279	8/27/2024	(1)NAMEPLTE FOR DEPUTY DIRI	27.99	
				OE-133553	9/4/2024	(2)3960 COLOP SELF INKING DA	381.45	933.37
107370	9/24/2024	0008109	THE ORIGINAL GOODIE'S UNIFOI	16816	7/8/2024	UNIFORM AND ACCESSORIES	1,201.89	1,201.89
	Voucher:							
107371	9/24/2024	0012445	THE REGIONAL TRAINING CENTE	2547	8/14/2024	9/4/24-9/7/24 -DET. MELENDREZ	1,199.00	1,199.00
	Voucher:							
107372	9/24/2024	0011640	TIREHUB, LLC	43654004	8/6/2024	TIRES FOR UNIT #199	294.60	294.60
	Voucher:							
107373	9/24/2024	00004964	UNDERGROUND SERVICE ALERT	24-250546	9/1/2024	DIG ALERTS - BILLABLE TICKETS	180.29	
	Voucher:			24-250172	8/1/2024	DIG ALERTS - BILLABLE TICKETS	180.29	
				720240198	8/1/2024	DIG ALERT - NEW TICKET CHAR(	394.80	755.38
107374	9/24/2024	0010265	UNITED PACIFIC SERVICES, INC.	24-0711-1_24-071	8/1/2024	JUL 2024 - ANNUAL TREE MAINT	121,820.00	
	Voucher:			24-0904-1	9/4/2024	PARKS TREE MAINTENANCE AS	2,942.50	124,762.50

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107375	9/24/2024	00003928	US BANK TRUST N.A.	788757000-SEP/2	9/1/2024	SEP 2024 - COSG 2005 PENSION	167,589.42	167,589.42
	Voucher:							
107376	9/24/2024	0014146	W.G. ZIMMERMAN ENGINEERING	24-08-552	9/4/2024	AUGUST 2024 - STAFF AUGMEN	13,200.00	13,200.00
	Voucher:							
107377	9/24/2024	00004423	WALTERS WHOLESALE ELECTRI	S125924748.001	7/11/2024	FUELING STATION LIGHTING HA	200.61	200.61
	Voucher:							
107378	9/24/2024	00002593	WAXIE'S SANITARY SUPPLY	82625950	7/26/2024	FACILITY SUPPLIES	101.67	
	Voucher:			82702862	8/30/2024	JANITORIAL SUPPLIES	158.54	
				82670302	8/16/2024	JANITORIAL SUPPLIES	250.91	511.12
107379	9/24/2024	00000561	WESTERN EXTERMINATOR COM	62891602	7/31/2024	GOPHER CONTROL AT HOLLYD/	1,950.00	1,950.00
	Voucher:							
107380	9/24/2024	00001522	WHITE CAP CONSTRUCTION SUI	50028030661	8/22/2024	STENCILS FOR ST PAINTING	416.56	
	Voucher:			50027832419	8/8/2024	CONCRETE TOOLS	294.36	710.92
107381	9/24/2024	0012301	WHITTIER FERTILIZER COMPAN	413039	7/10/2024	SOIL MIXES,AMENDMENTS & SP	1,587.60	1,587.60
	Voucher:							
107382	9/24/2024	00003442	YOUNGBLOOD & ASSOCIATES, I	2251A	7/3/2024	PRE-EMPLOYMENT POLYGRAPH	300.00	
	Voucher:			2268A	7/17/2024	PRE-EMPLOYMENT POLYGRAPH	300.00	600.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107383	9/24/2024	00000062	ZIEGLER'S HARDWARE& SUPPLY	3788	8/9/2024	REPAIR CLAMPS	47.37	
	Voucher:			3712	7/20/2024	MISC HARDWARE	38.58	
				3720	7/23/2024	MISC HARDWARE	29.66	
				3721	7/23/2024	MISC HARDWARE	20.94	
				3741	7/29/2024	MISC HARDWARE	77.99	
				3744 7/30/2024	7/30/2024	MISC HARDWARE	16.53	
				3787 08/09/2024	8/9/2024	MISC HARDWARE	52.88	
				3798 8/12/2024	8/12/2024	MISC HARDWARE	39.51	
				3803	8/12/2024	MISC HARDWARE	11.65	
				3805 8/13/2024	8/13/2024	MISC HARDWARE	27.08	
				3806	8/13/2024	MISC HARDWARE	14.32	
				3807	8/13/2024	MISC HARDWARE	103.61	
				3813	8/14/2024	MISC HARDWARE	33.06	
				3820	8/15/2024	MISC HARDWARE	41.87	
				3836	8/21/2024	MISC HARDWARE	26.18	
				3853 8/26/2024	8/26/2024	MISC HARDWARE	48.88	
				3643 7/3/24	7/3/2024	MISC HARDWARE	25.35	
				3663	7/9/2024	MISC HARDWARE	34.64	
				3665	7/10/2024	MISC HARDWARE	33.06	
				3667 7/10/2024	7/10/2024	MISC HARDWARE	106.84	
				3671	7/11/2024	MISC HARDWARE	89.15	
				3677 7/11/2024	7/11/2024	MISC HARDWARE	53.45	
				3680	7/15/2024	MISC HARDWARE	24.71	
				3681	7/15/2024	MISC HARDWARE	20.91	
				3683	7/15/2024	MISC HARDWARE	40.74	
				3687 7/15/2024	7/15/2024	MISC HARDWARE	19.25	
				3688	7/16/2024	MISC HARDWARE	30.83	
				3695	7/17/2024	MISC HARDWARE	68.19	
				3631 7/1/2024	7/1/2024	MISC HARDWARE	27.11	
				3637	7/2/2024	MISC HARDWARE	51.02	1,255.36
107384	9/24/2024	00000063	ZUMAR INDUSTRIES INC	9409	7/11/2024	TRAFFIC SIGNS ANCHORS AND	1,601.72	
	Voucher:			48566	8/5/2024	TRAFFIC SIGNS ANCHORS AND	1,140.11	
				9444	7/29/2024	TRAFFIC SIGNS ANCHORS AND	280.72	3,022.55
02722608	9/4/2024	00000343	PUBLIC EMPLOYEES RETIREME	100000017645604	8/14/2024	GASB 68 REPORTING SERVICES	700.00	700.00
	Voucher:							

Sub total for BANK OF THE WEST:	876,342.38
222 checks and 1 wire transfer in this report.	
Grand Total All Checks and Wire Transfers:	876,342.38

Void Checks

Bank code: botw

Check #	Date
107308	9/24/2024
107329	9/24/2024
107331	9/24/2024

Bank code: efbotw

(none)

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2775	7/18/2024	00004708	PERS HEALTH PLAN	Ben339194	7/18/2024	MEDICAL HMO ANTHEM SELECT	522,280.74	522,280.74
	Voucher:							
2804	9/12/2024	00000343	PUBLIC EMPLOYEES RETIREMEI	Ben351991	9/12/2024	MILITARY SERVICE CREDIT: PAY	289,154.13	289,154.13
	Voucher:							
2805	9/12/2024	00001186	EMPLOYMENT DEVELOPMENT D	Ben351993	9/12/2024	SDI: PAYMENT	65,776.15	65,776.15
	Voucher:							
2806	9/12/2024	00002370	INTERNAL REVENUE SERVICE	Ben351995	9/12/2024	MEDICARE: PAYMENT	186,411.44	186,411.44
	Voucher:							
2807	9/12/2024	00000004	NATIONWIDE RETIREMENT SOLL	Ben351997	9/12/2024	DEF COMP NATIONWIDE: PAYME	144,837.81	144,837.81
	Voucher:							
2808	9/12/2024	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben351999	9/12/2024	SEIU DUES: PAYMENT	2,900.16	2,900.16
	Voucher:							
2809	9/12/2024	00004996	SEIU-COPE LOCAL 721, LA/OC CI	Ben352001	9/12/2024	SEIU- COPE LOCAL 721 DEDUCT	41.00	41.00
	Voucher:							
2810	9/12/2024	00004988	CHILD SUPPORT ON-LINE, STATE	Ben352003	9/12/2024	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12
	Voucher:							

Sub total for BANK OF THE WEST: 1,212,437.55

8 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 1,212,437.55

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4042	9/24/2024	0012466	RET: ADAMS, PAUL L.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,299.14	1,299.14
	Voucher:							
4043	9/24/2024	0005570	RET: ALONZO, ANTHONY	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	739.30	739.30
	Voucher:							
4044	9/24/2024	0014715	RET: ANDERSON, KENNETH R.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	300.00	300.00
	Voucher:							
4045	9/24/2024	0012843	RET: AUSTIN, BYRON A.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,413.56	1,413.56
	Voucher:							
4046	9/24/2024	0005813	RET: AVILA, VINCENT	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4047	9/24/2024	0013775	RET: AVILES, OMAR ADOLFO	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	300.00	300.00
	Voucher:							
4048	9/24/2024	0014366	RET: BARKER, RILEY M.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4049	9/24/2024	0012982	RET: BONILLA CLAYTON, YADIRA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4050	9/24/2024	00001265	RET: BRASSFIELD, CHARLES R	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4051	9/24/2024	0006324	RET: BURBACH, MAUREEN	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4052	9/24/2024	0012844	RET: CAMACHO, EDWARD	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4053	9/24/2024	00000817	RET: CHRIST, DOUGLAS F	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4054	9/24/2024	00003408	RET: DAMRON, ROGER V	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4055	9/24/2024	0014404	RET: DAVILA, PAULITA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	300.00	300.00
	Voucher:							
4056	9/24/2024	0013163	RET: DAVIS, RANDALL JOHN	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,196.68	1,196.68
	Voucher:							
4057	9/24/2024	00001776	RET: EADE, JOANN	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	167.79	167.79
	Voucher:							
4058	9/24/2024	00003973	RET: EADS, KENNETH P.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	739.30	739.30
	Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4059	9/24/2024	00003853	RET: FANNIN, ZONA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4060	9/24/2024	0008820	RET: FERNANDEZ, CARLOS	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4061	9/24/2024	00004403	RET: FIELD, GARY	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4062	9/24/2024	0006507	RET: FIGUEROA, GLORIA A.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4063	9/24/2024	0013564	RET: FLAD, MICHAEL	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,339.68	1,339.68
	Voucher:							
4064	9/24/2024	00000605	RET: FORRESTER, BOB L	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4065	9/24/2024	0005355	RET: GALBREATH, RUSSELL	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	291.15	291.15
	Voucher:							
4066	9/24/2024	0011186	RET: GAMBOA, OSCAR	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4067	9/24/2024	00000496	RET: GEORGE, RONALD P	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4068	9/24/2024	00001660	RET: GOMEZ, RANDOLPH	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	300.00	300.00
	Voucher:							
4069	9/24/2024	0013121	RET: GONZALES, LORETTA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4070	9/24/2024	00003940	RET: GONZALEZ, HIRAM	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4071	9/24/2024	0006328	RET: GUTIERREZ, MANUEL	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4072	9/24/2024	0006510	RET: HERNANDEZ, MARIA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4073	9/24/2024	0006329	RET: HOMSHER, HUGH	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4074	9/24/2024	0013216	RET: HUFFMAN, EDWARD RAYM(	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4075	9/24/2024	0012845	RET: HUGAR L., JAMES	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4076	9/24/2024	00004784	RET: HUNTRODS, RICHARD F	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	239.00	239.00
	Voucher:							
4077	9/24/2024	0009521	RET: HUPP, KEITH	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4078	9/24/2024	0008058	RET: INMAN, RONALD	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4079	9/24/2024	00004785	RET: IRISH, TERRY F	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4080	9/24/2024	0014405	RET: JEFFERS, CHRIS J.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,500.00	1,500.00
	Voucher:							
4081	9/24/2024	0011110	RET: JOHNSON, GERALD	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4082	9/24/2024	00004787	RET: KENNEDY, GARY E	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4083	9/24/2024	0005356	RET: KEY, ANDREW	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4084	9/24/2024	0011111	RET: KOOMEN, SHERI L.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4085	9/24/2024	0009946	RET: LEFEVER, STEVEN A.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	200.00	200.00
	Voucher:							
4086	9/24/2024	00004789	RET: LILLEY, RAYMOND E	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4087	9/24/2024	0012707	RET: LLOYD, BRUCE W.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4088	9/24/2024	0012927	RET: LONG, PENG	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4089	9/24/2024	0005633	RET: LOPEZ, ALFONSO	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	590.37	590.37
	Voucher:							
4090	9/24/2024	0006511	RET: LOPEZ, RAMON A.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4091	9/24/2024	0009453	RET: LOPEZ, VERONICA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4092	9/24/2024	0013398	RET: MARIN, SANDRA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4093	9/24/2024	0007656	RET: MATSUKIYO, DAVID	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4094	9/24/2024	0014276	RET: MCEVILLY, DEBORAH	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	300.00	300.00
	Voucher:							
4095	9/24/2024	0013777	RET: MONTANEZ JR., ABELINO	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	300.00	300.00
	Voucher:							
4096	9/24/2024	00003328	RET: MOSBY, DOROTHEA S	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	167.79	167.79
	Voucher:							
4097	9/24/2024	0011895	RET: MUNOZ, ALFREDO	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4098	9/24/2024	00003239	RET: NASSAR, SAMI R	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	200.00	200.00
	Voucher:							
4099	9/24/2024	0014639	RET: O'MALLEY, DEREK	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4100	9/24/2024	0012468	RET: ORTIZ, JULIAN	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	708.41	708.41
	Voucher:							
4101	9/24/2024	0012467	RET: PATINO, IGNACIO M.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4102	9/24/2024	0011522	RET: PELLERIN, ROBERT	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4103	9/24/2024	00005237	RET: PEREZ, SUSAN	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4104	9/24/2024	0010733	RET: PIXLER, DAVID	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,422.62	1,422.62
	Voucher:							
4105	9/24/2024	00004794	RET: POWELL, ROBERT K.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4106	9/24/2024	0006326	RET: RAMIREZ, VIRGINIA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4107	9/24/2024	0006327	RET: RASCO, ANGELA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4108	9/24/2024	0011967	RET: RIVERA, FRANK J.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	747.95	747.95
	Voucher:							
4109	9/24/2024	0011978	RET: RIVERA, HANNAH TELLEZ-C	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	747.95	747.95
	Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4110	9/24/2024	0012837	RET: RODRIGUEZ, ANNA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4111	9/24/2024	0012682	RET: RUIZ, NELLIE	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4112	9/24/2024	0011112	RET: SALDIVAR, MARIO M.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4113	9/24/2024	0013274	RET: SAUCEDO NEVAREZ, LUIS M	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4114	9/24/2024	0009865	RET: SCHRADER, GEORGE R.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,245.00	1,245.00
	Voucher:							
4115	9/24/2024	0011521	RET: SCOTT, DAVID	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4116	9/24/2024	0013273	RET: SEKIYA, JONATHAN M	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4117	9/24/2024	0006513	RET: SHETTER, RANDOLPH M.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4118	9/24/2024	00000869	RET: SMITH, CHARLES R	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4119	9/24/2024	00004796	RET: SPEELMAN, PATRICIA L	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4120	9/24/2024	00002147	RET: SPROWLS, KENNETH C	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4121	9/24/2024	0008313	RET: SULLIVAN, DARREN	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4122	9/24/2024	0006512	RET: TATTI, WILLIAM P.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4123	9/24/2024	0012960	RET: TAYLOR, TOM C.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4124	9/24/2024	0014457	RET: TEEPLES, JAMES	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							
4125	9/24/2024	0014524	RET: TIMOTEO, VINEULA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	300.00	300.00
	Voucher:							
4126	9/24/2024	0005357	RET: TODD, ROBERT M.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	616.10	616.10
	Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4127	9/24/2024	0014403	RET: TORRES, DAVID E	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	200.00	200.00
	Voucher:							
4128	9/24/2024	0012959	RET: TREJO, RAMONA M	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4129	9/24/2024	0014379	RET: URTEZ, YOLANDA	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	300.00	300.00
	Voucher:							
4130	9/24/2024	00003573	RET: VAN LIEROP, MARTIN G	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	291.15	291.15
	Voucher:							
4131	9/24/2024	0013776	RET: VARGAS, ALEX J.	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	300.00	300.00
	Voucher:							
4132	9/24/2024	00003959	RET: WADE, RICHARD	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	291.15	291.15
	Voucher:							
4133	9/24/2024	0007655	RET: WELLS, GREGORY	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	708.41	708.41
	Voucher:							
4134	9/24/2024	00004379	RET: WHALEN, HARVEY	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	150.00	150.00
	Voucher:							
4135	9/24/2024	00000498	RET: WILLIAMS, GALE M	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	250.00	250.00
	Voucher:							
4136	9/24/2024	0008821	RET: WILLIAMS, TIMOTHY	SEPT 2024	9/11/2024	SEPT 2024- RETIREE MEDICAL II	1,435.98	1,435.98
	Voucher:							

Sub total for BANK OF THE WEST EFT: 58,654.06

95 EFTs in this report.

Grand Total All EFTs: 58,654.06

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 9/24/2024

TOTAL PART I - PREPAID CHECKS (9/4/2024)		690,359.96
TOTAL PART II - PAYROLL-RELATED CHECKS		54,131.95
TOTAL PART III - PREPAID CHECKS (9/11/2024)		1,223,808.76
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		876,342.38
TOTAL PART V- PAYROLL-RELATED WIRE TRANSFERS		1,212,437.55
TOTAL PART VI - ACCOUNTS PAYABLE EFTs		58,654.06
	SUB - TOTAL	4,115,734.66
LESS: VOIDS		(358,126.00)
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(508,755.76)
	GRAND TOTAL	3,248,852.90

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number **107211** to Warrant Number **107384** Inclusive, plus WireTransfers and EFTs totaling **$3,248,852.90** as listed on the accompanying Accounts Payable Warrant Register of **SEPTEMBER 24, 2024** are approved as presented, ith the exception of the following voided and replacement warrants:

Voided Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
107168	QUALITY FENCE COMPANY INC	9/10/2024	$358,126.00	RETENTION NOT WITHHELD. WILL REISSUE
107308	HOME DEPOT	9/24/2024	$0.00	A PORTION OF THE REMITTANCE DETAIL FOR THE VENDOR CARRIED OVER TO CHECK# 107308
107329	OFFICE DEPOT	9/24/2024	$0.00	A PORTION OF THE REMITTANCE DETAIL FOR THE VENDOR CARRIED OVER TO CHECK# 107329
107331	O'REILLY AUTO PARTS	9/24/2024	$0.00	A PORTION OF THE REMITTANCE DETAIL FOR THE VENDOR CARRIED OVER TO CHECK# 107331
	TOTAL OF VOIDED CHECKS		**$358,126.00**	
	*** TOTAL OF REPLACEMENT CHECKS**		**$0.00**	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **SEPTEMBER 24, 2024** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.