



**SOUTH GATE CITY COUNCIL
SPECIAL SOUTH GATE CITY COUNCIL AGENDA**

Thursday, November 10, 2022 at 6:30 p.m.

AMENDED AS OF NOVEMBER 7, 2022

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

**DIAL-IN-NUMBER: 1 (669) 900-6833
MEETING ID: 848 4937 2899
[HTTPS://US02WEB.ZOOM.US/J/84849372899](https://us02web.zoom.us/j/84849372899)**

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER:	Al Rios, Mayor
INVOCATION:	Steve Costley, Acting Director of Parks & Recreation
PLEDGE OF ALLEGIANCE:	Evelyn Garcia, Police Lieutenant
ROLL CALL:	Yodit Glaze, City Clerk

City Officials

MAYOR

Al Rios

CITY CLERK

Yodit Glaze

VICE MAYOR

Maria del Pilar Avalos

CITY TREASURER

Gregory Martinez

COUNCIL MEMBERS

Maria Davila

Denise Diaz

Gil Hurtado

CITY MANAGER

Chris Jeffers

CITY ATTORNEY

Raul F. Salinas

Meeting Schedule

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

Brown Act

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

City's Vision Statement

Coming Soon

Public Communications

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

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

Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$650 monthly regardless of the amount of meetings.

Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamation declaring November 10, 2022 as Law Enforcement Records and Support Personnel Day

The City Council will issue a Proclamation declaring November 10, 2022 as Law Enforcement Records and Support Personnel Day. (CM)

Documents:

[Item 1 Report 11102022.pdf](#)

2. Salvation Army Bell Shelter Pilot Program Update

The City Council will consider receiving and filing a report on the progress of the Salvation Army Bell Shelter Pilot Program. (CM)

Documents:

[Item 2 Report 11102022.pdf](#)

Public Hearings

3. Ordinance amending Title 9 (Buildings) and adopting by reference the 2022 Edition of the California Code of Regulations, Title 24, and 2021 International Association of Plumbing and Mechanical Officials Codes

The City Council will conduct a Public Hearing to consider, waiving the reading in full and introducing an **Ordinance** _____ amending Title 9 (Buildings) of the South Gate Municipal Code by adopting by reference the 2022 California Code of Regulations, Title 24 ("2022 Building Standards Code") and the 2021 International Association of Plumbing and Mechanical Officials Codes. (CD)

Documents:

[Item 3 Report 11102022.pdf](#)

4. Resolution establishing Amounts and Calculations of the In-Lieu Fee per Chapter 11.29 (Inclusionary Housing) of Division II (Zoning Regulations) of Title II (Zoning) of the South Gate Municipal Code

The City Council will conduct a Public Hearing to consider adopting a **Resolution** _____ establishing the inclusionary housing in lieu fee as provided under Chapter 11.29 (Inclusionary Housing), of Division II (Zoning Regulations), of Title 11 (Zoning), of the South Gate Municipal. (CD)

Documents:

[Item 4 Report 11102022.pdf](#)

Consent Calendar Items

Agenda Items **5, 6, 7, 8, 9, 10, 11, 12** and **13** 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.

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.

5. Amendment No. 2 to Contract No. 2020-09-CC with W.A. Rasic Construction Company, Inc. to extend term and fund On-Call Services for As-Needed Emergency repairs to the Municipal Water and Sewer System

The City Council will consider: (PW)

- a. Approving **Amendment No. 2 to Contract No. 2020-09-CC** with W. A. Rasic Construction Company, Inc., to extend the term and fund on-call services for one additional year and to fund emergency repairs that were performed on the sanitary sewer system, for a not-to-exceed amount of \$150,000;
- b. Appropriating \$50,000 to Account No.412-732-52-6101 (Professional Services Account) from the unassigned Sewer Fund to fund Amendment No. 2; and
- c. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City

Documents:

[Item 5 Report 11102022.pdf](#)

6. Amendment No. 5 to Contract No. 2020-22-AC with ClientFirst Technology Consulting, LLC., for continued IT Project Management Services

The City Council will consider: (ADMIN SVCS)

- a. Approving **Amendment No. 5 to Contract No. 2020-22-AC** with ClientFirst Technology Consulting, retroactively effective October 1, 2021 through June 30, 2023, for continued project management services for the implementation of the Technology Master Plan in an amount not-to-exceed \$62,580;
- b. Authorizing the Mayor to execute Amendment No. 5 in a form acceptable to the City Attorney.

Documents:

[Item 6 Report 11102022.pdf](#)

7. Addendum No. 9 To Contract No. 3130 with Enterprise FM Trust for Lease of 2022 Chevrolet Silverado for the Police Department

The City Council will consider: (PD)

- a. Approving **Addendum No. 9 to Contract No. 3130** (Master Equity Lease Agreement) with Enterprise FM Trust to include the lease of a 2022 Chevrolet Silverado for the Police Department for a term of 60 months in the total amount of \$52,859.60; and
- b. Approving a Purchase Order Agreement with Black and White Emergency Vehicles for the purchase and installation of necessary emergency equipment for this 2022 Chevrolet Silverado, in the amount of \$5,065.29; and
- c. Authorizing the Mayor to execute Addendum No. 9 in a form acceptable to the City Attorney.

Documents:

[Item 7 Report 11102022.pdf](#)

8. Agreement with Southwest Pipelines and Trenchless Corporation for the Sanitary Sewer Lining Project No. 629-SWR

The City Council will consider: (CM)

- a. Approving an **Agreement** _____ with Southwest Pipelines and Trenchless Corporation for the construction of the Sewer Lining Project, City Project No. 629-SWR, in an amount not-to-exceed \$89,950;
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Approving the Notice of Exemption for the construction of the Project and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

Documents:

[Item 8 Report 11102022.pdf](#)

9. Agreement with Tripepi Smith and Associates, Inc., for marketing, community outreach, and SB 1383 education services

The City Council will consider: (CM)

- a. Approving an **Agreement** _____ with Tripepi Smith and Associates, Inc., to provide marketing, community outreach, and SB 1383 education services in an amount not-to-exceed \$57,000;
- b. Appropriating \$57,000 from the Refuse Fund Reserve to expenditure account 413 304-12-6101; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 9 Report 11102022.pdf](#)

10. Purchase Order Agreement with Norm Reeves Ford for two Ford Explorer Interceptor Edition vehicles for the Parks and Recreation Department

The City Council will consider: (PARKS)

- a. Approving the Purchase Order **Agreement** _____ with Norm Reeves Ford for the purchase of two Ford Explorer Interceptor Edition vehicles for the Parks & Recreation Department in the total amount of \$102,192.56, and
- b. Appropriating \$2,192.56 from the unassigned General Fund Reserve to account #523-460- 61-9003 (Grounds Maintenance) to complete the purchase, and
- c. Authorizing the Purchasing Division to complete the purchase according to City regulation

Documents:

[Item 10 Report 11102022.pdf](#)

11. Grant Deed for Right of Way Dedication at 2505 Tweedy Boulevard for Street Purposes from Alameda Tweedy, LLC

The City Council will consider: (PW)

- a. Accepting a Grant Deed from Alameda Tweedy, LLC., to secure right-of-way for street

purposes as part of the development located at 2505 Tweedy Boulevard, at no cost to the City; and

- b. Authorizing the Mayor to execute the Certificate of Acceptance in a form acceptable to the City Attorney.

Documents:

[Item 11 Report 11102022.pdf](#)

12. Notice of Completion of Construction of the Water Facility Chlorination System Upgrades, City Project No. 586-WTR

The City Council will consider: (PW)

- a. Accepting completion of construction of the Water Facility Chlorination System Upgrades, City Project No. 586-WTR, completed by Pacific Hydrotech Corporation, effective October 31, 2022; and
- b. Directing the City Clerk to file the Notice of Completion with the Los Angeles County Registrar Recorder's Office.

Documents:

[Item 12 Report 11102022.pdf](#)

13. This Item was removed from the Agenda

This Item was removed from the Agenda

Reports, Recommendations And Requests

14. Resolution authorizing City Manager to modify thresholds for the Recruitment and Referral Bonuses Programs

The City Council will consider: (CM)

- a. Adopting a **Resolution** _____ modifying the thresholds for the Recruitment Bonus Program and the Referral Bonus Program; and
- b. Authorizing the City Manager to execute documents necessary to effectuate the actions, including employee agreements and any amendments thereto, as approved by the City Attorney.

Documents:

[Item 14 Report 11102022.pdf](#)

15. Memorandum of Understanding with LA County for coordination of digital connectivity investments

The City Council will consider: (CM)

- a. Approving the **Memorandum of Understanding** between the County of Los Angeles and the City of South Gate to collaborate and coordinate relating to community-based connectivity projects; and

b. Authorizing the City Manager to sign the MOU on behalf of the City of South Gate in a form acceptable to the City Attorney.

Documents:

[Item 15 Report 11102022.pdf](#)

16. Rescheduling the Regularly City Council Meeting of November 22, 2022 to November 29, 2022

The City Council will consider approving the rescheduling of the November 22, 2022, regularly scheduled City Council meeting to Tuesday, November 29, 2022 (CM)

Documents:

[Item 16 Report 11102022.pdf](#)

17. Warrant Register for November 10, 2022

The City Council will consider approving the Warrant Register for November 10, 2022. (ADMIN SVCS)

Total of Checks:	\$2,637,454.75
Less: Voids	\$ 0.00
Less: Employee Payroll Deductions	\$ (350,298.49)
Grand Total:	\$2,287,156.26

Cancellations: 98850, 98902, and 98474

Documents:

[Item 17 Report 11102022.pdf](#)

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on November 3, 2022, at 5:45 p.m., as required by law.

Yodit Glaze

City Clerk

GENERAL NOTICE TO THE PUBLIC

The City Council adopted new rules relating to the conduct of the public meetings, proceedings, and

business in the City of South Gate on July 12, 2022, (Resolution 2022-38-CC) and go into effect on August 1, 2022. Resolution #2022-38-CC is available at the City Clerk's Office.

MEETING SCHEDULE

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

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

PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers first. After all speakers in the Chambers have spoken, the Presiding Officer will call upon those participating via zoom or teleconference.

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

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

CURFEW

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

STAFF REPORTS

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

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

In compliance with the American with Disabilities Act, if you need special assistance to participate in the

City Council Meetings, please contact the Office of the City Clerk. Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility. For further information, please contact the Office of the City Clerk at (323) 563-9510 or via email at yglaze@sogate.org.

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring **Law Enforcement Records and Support Personnel Day**

November 10, 2022

- WHEREAS,** the protection of California's communities is dependent not only on the men and women who devote their time and energy to the duties of law enforcement service, but also on members of the support staff such as law enforcement records and support personnel, who devote countless hours to performing the duties that keep our law enforcement agencies running smoothly; and
- WHEREAS,** law enforcement records and support personnel play a crucial role in helping law enforcement agencies identify, pursue, capture, and process those suspected of breaking the law; and
- WHEREAS,** these professionals continually use their expertise and experience to assist in tracking felons, maintaining criminal statistics, and improving apprehension strategies; and
- WHEREAS,** it is important to recognize the City's law enforcement records and support personnel for their valuable contributions to law enforcement.

NOW, THEREFORE, be it proclaimed this 10th day of November 2022, that I, Al Rios, Mayor of the City of South Gate, on behalf of the City Council, do hereby proclaim November 10, 2022, as "Law Enforcement Records and Support Personnel Day" and encourage everyone to reflect on the contributions made by these professionals and duly thank and recognize them for their skills and talents.

Al Rios, Mayor

CITY MANAGER'S OFFICE

NOV 01 2022

5:55pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Special Meeting of: November 10, 2022

Originating Department: City Manager's Office

Police Lieutenant:

Evelyn Garcia
Evelyn Garcia

City Manager:

Chris Jeffers
Chris Jeffers

SUBJECT: SALVATION ARMY BELL SHELTER AGREEMENT UPDATE

PURPOSE: To present a report and update of the Salvation Army Bell Shelter Pilot Program.

RECOMMENDED ACTION: The City Council will consider receiving and filing a report on the progress of the Salvation Army Bell Shelter Pilot Program.

FISCAL IMPACT: No funding impact. This program was funded in May 2022 with American Rescue Plan Act funds.

ANALYSIS: The City of South Gate is a participant in the regional Continuum of Care ("CoC") system that provides shelter beds for all of Los Angeles County under the Los Angeles Homeless Services Authority ("LAHSA") Coordinated Entry System ("County CES"). Without an available bed in the County CES system, unhoused individuals are not able to receive services or shelter. The CoC system faces a demand level for shelter beds that is not met with the existing inventory, as many cities do not provide shelter beds within their city limits. The Bell Shelter is one of the largest shelters in the nation, and the shelter provides a significant portion of the region's shelter beds.

BACKGROUND: At the May 2, 2022 City Council meeting, the City Council approved a \$62,415.50 pilot program with the City of Bell and the Salvation Army Bell Shelter to provide 40 shelter beds between the eight Life Cycle Assessment 1 ("LCA1") cities. Each city is assigned 4 beds while leaving 4 additional beds would be available to all eight cities for emergency and public safety use.

ATTACHMENT: PowerPoint Presentation



Bell Shelter Program Update

Bell Shelter Bed Program

40 beds

8 Cities (+ District 1)

- Bell, BG, Commerce, Cudahy, HP, Maywood, South Gate, Vernon and East LA

4 bed slots per city - Flexibility

4 beds for Public Safety/Law Enforcement

Agreement term July 2022 until June 30, 2023

Program Goals



Improve homeless services coordination at a local level.



Continuously occupy 90% of the contracted shelter beds, while providing 10% of the beds for public safety or emergency use.



Get bed occupants linked to services and resources through shelter programs.

Salvation Army Shelter - Program Outline

Short Term Housing

Case Management

Employment Assistance

In house Clinician

Substance/Alcohol Programs

Documentation (DMV)

Housing Navigators - EHV

Linkages - SSI, Medi-cal, EBT, Phones

Requirements for Bell Shelter

Adults only - no minors, no families

Female & Males in separate living quarters

Must be experiencing homelessness

- Cannot be housed or on the verge of eviction

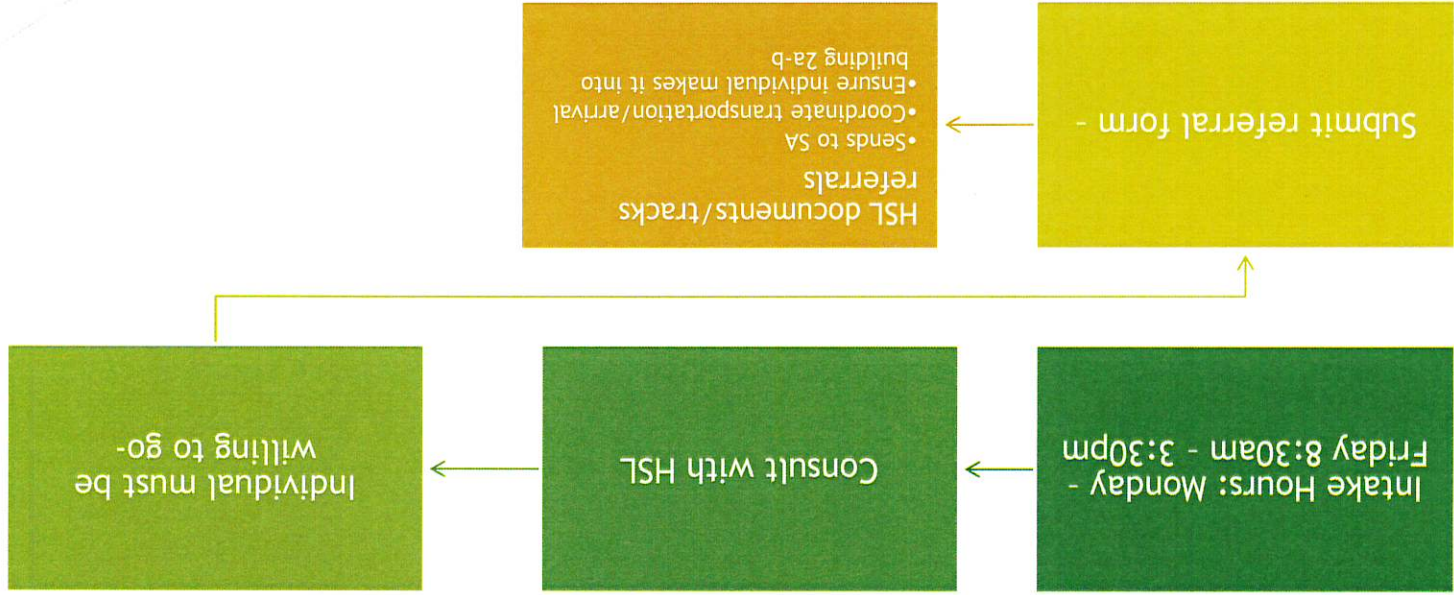
Must be able to complete daily living activities

Cannot have history of Arson or Sex offenses

Service Animals allowed, Emotional support animals are not

Communal Living

Referral Process



After Hour & Emergencies



After hour referrals will be processed until next business day



Only 4 Safe Rooms available - not exclusive for program

Safe Rooms are strictly for emergencies



Safe Rooms are used at the Discretion of SA Staff



Emergency referrals need to go through after-hours hotline

323-395-3010- After Hours/Weekends - EMERGENCIES ONLY

WHAT IS CONSIDERED AN EMERGENCY?

ELDERLY INDIVIDUAL IN THE STREET DURING EXTREME WEATHERS



PEH FEARS FOR THEIR SAFETY



RECENTLY HOMELESS- HAS NOT LIVED ON THE STREETS

- WAS EXITED FROM A PROGRAM: SOBER LIVING, REHABILITATION, ETC

Statistics (as of October 2022)

Processed referrals : 81	Bell: 7	BG: 10	Commerce : 15
Cudahy: 6	HP : 6	Maywood: 8	South Gate: 16
	Vernon: 5	E. LA : 8	

Statistics
Continued:

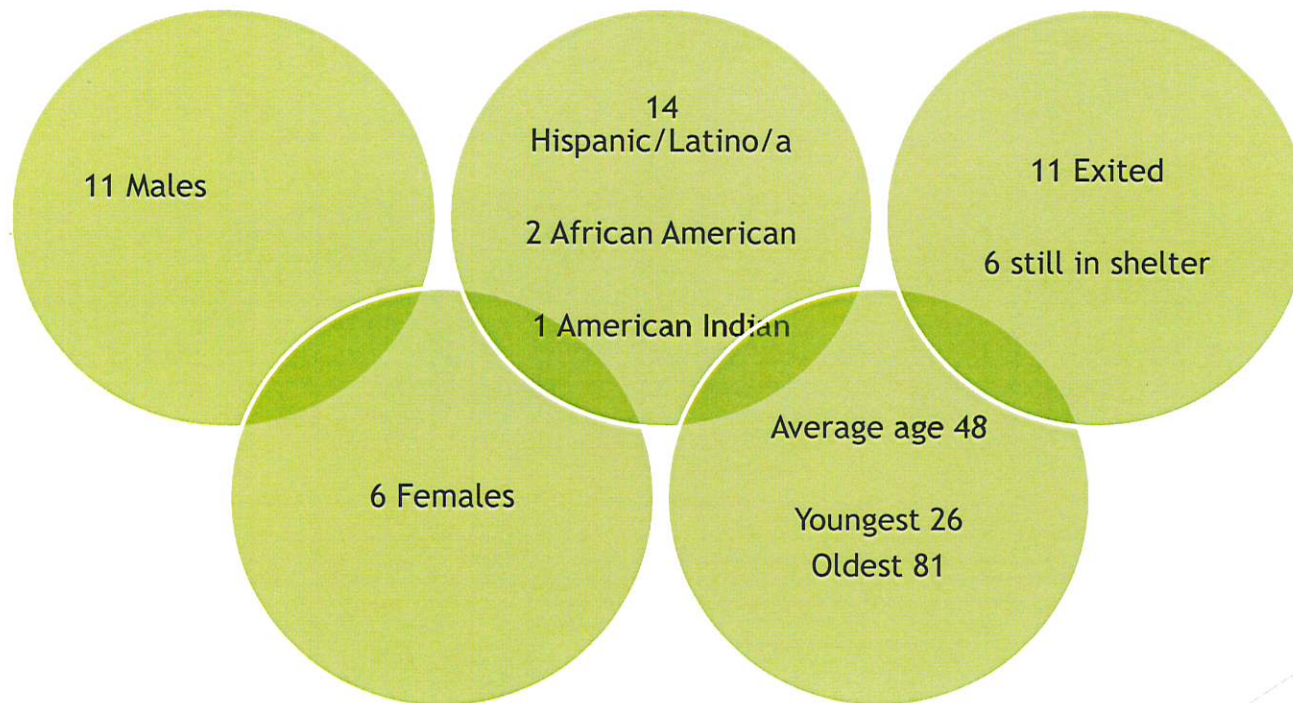
Males : 54

Females : 27

South Gate Statistics

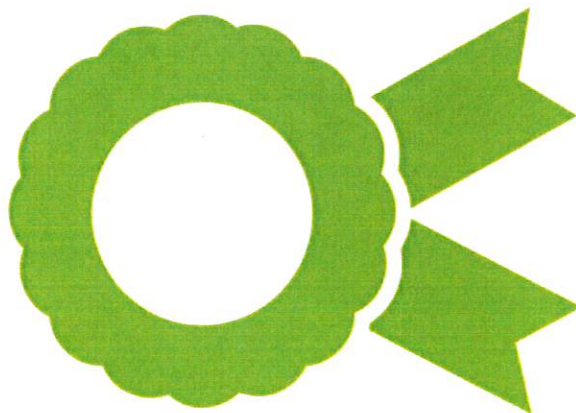
- ▶ July - 0
- ▶ August 5th - 3 beds occupied
- ▶ August 19th - 7 beds occupied
- ▶ By August 25th we were at 97% capacity
- ▶ September 9th - 7 beds occupied
- ▶ September 23rd - 6 beds occupied
- ▶ October 14th - 6 beds occupied
- ▶ TOTAL SG REFERRALS - 17 TO DATE

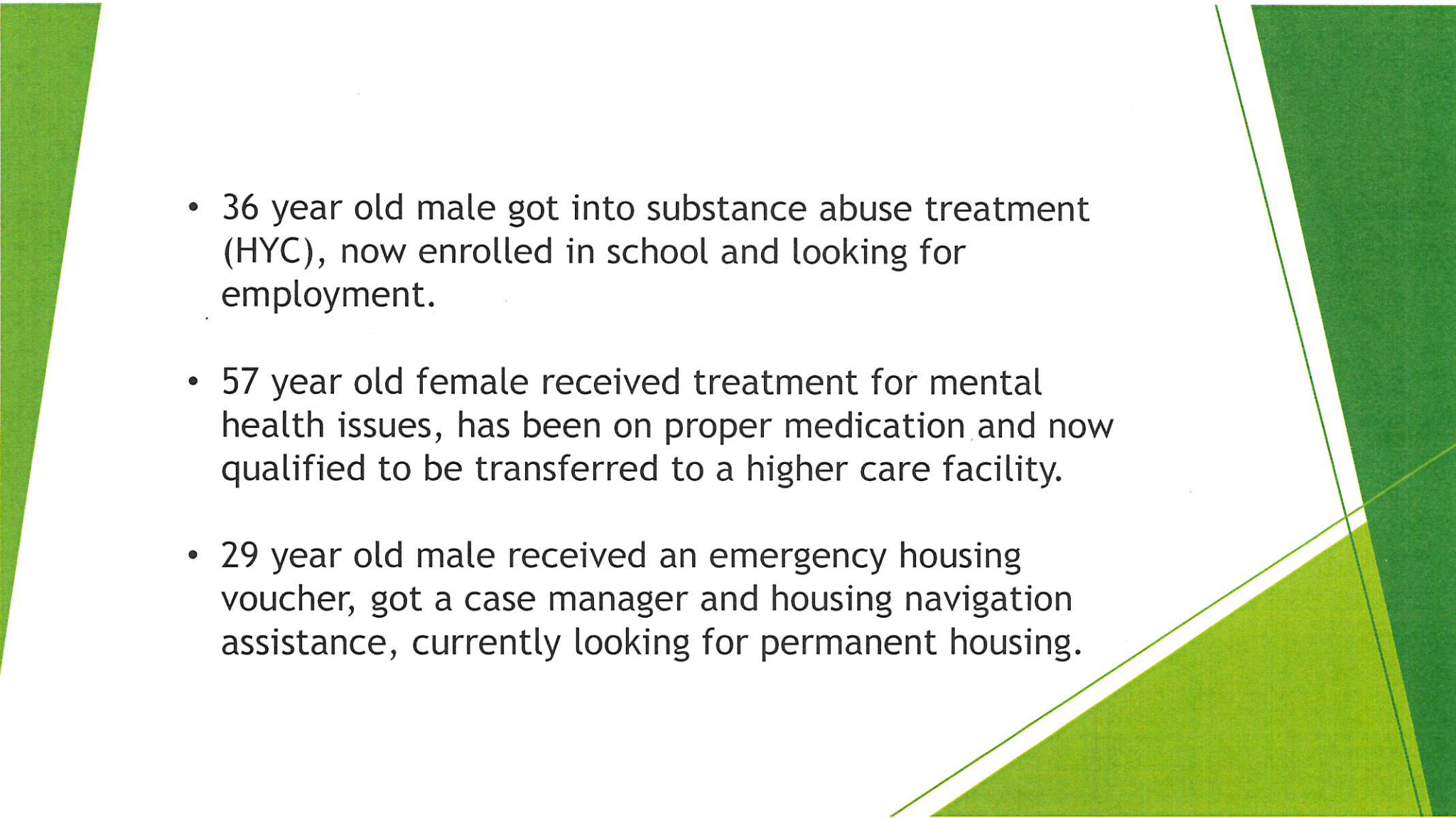
Demographics





Success Stories



- 
- 36 year old male got into substance abuse treatment (HYC), now enrolled in school and looking for employment.
 - 57 year old female received treatment for mental health issues, has been on proper medication and now qualified to be transferred to a higher care facility.
 - 29 year old male received an emergency housing voucher, got a case manager and housing navigation assistance, currently looking for permanent housing.

CITY MANAGER'S OFFICE

NOV 02 2022

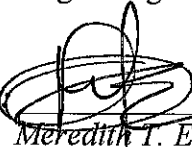
4:00 pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: November 10, 2022
Originating Department: Community Development

Department Director



Meredith T. Elguira

City Manager:



Chris Jeffers

SUBJECT: ORDINANCE AMENDING TITLE 9 (BUILDINGS), OF THE SOUTH GATE MUNICIPAL CODE, IN ITS ENTIRETY BY ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA CODES OF REGULATIONS, TITLE 24 AND THE 2021 EDITION OF THE UNIFORM SOLAR, HYDRONICS AND GEOTHERMAL AND THE 2021 EDITION OF SWIMMING POOL, SPA AND HOT TUB CODES PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS

PURPOSE: To adopt new State Building Codes which are mandated for statewide enforcement on January 1, 2023.

RECOMMENDED ACTION: The City Council will consider, following the conclusion of the public hearing, waiving the reading in full and introducing an Ordinance amending Title 9 (Buildings) of the South Gate Municipal Code by adopting by reference the 2022 California Code of Regulations, Title 24 ("2022 Building Standards Code") and the 2021 International Association of Plumbing and Mechanical Officials Codes,

FISCAL IMPACT: It is estimated that the cost for staff training and the purchase of the 2022 California Building Standards Code books for City staff will be \$9,000. This amount will be expended from funds included in the FY 2022-2023 Budget (100-602-42-6305 and 100-602-42-6340).

The new State Building Codes have significant changes from previous editions and will require training of Building and Safety Division staff, design professionals and contractors in coming months. Training on the new codes is currently available through a number of professional associations including the International Code Council (ICC), the International Association of Plumbing and Mechanical Officials (IAPMO), the International Association of Electrical Inspectors (IAEI), and the California Building Officials (CALBO).

ANALYSIS: In accordance with state law, the 2022 Edition of the California Building Standards Code was adopted by the State Building Standards Commission and published in the California Code of Regulations, Title 24 ("2022 Building Standards Code").

State law mandates that California jurisdictions enforce the 2022 Building Standards Code, effective January 1, 2023, for all new building constructions in California. While the California Building Standards Commission adopts building code standards to be used statewide, City Council action to adopt these codes at a local level is also part of the code adoption process. Adoption of these codes by the City allows for the inclusion of administrative provisions and limited amendments to the state codes. State law permits local jurisdictions to make modifications to the state codes that are reasonably necessary because of local conditions provided the City makes express findings that the changes are needed because of climatic, geologic or topographic conditions. The proposed Ordinance contains the adoption of these codes and administrative provisions for the enforcement of the codes. The Ordinance makes findings regarding local geographic, climatic and topographic conditions that make the amendments to the state codes reasonably necessary for building construction in the City.

In accordance with state law, the 2021 Edition of the Uniform Swimming Pool, Spa and Hot Tub Code and the 2021 Edition of the Uniform Solar, Hydronics and Geothermal Code was adopted by the State Building Standards and published by the International Association of Plumbing and Mechanical Officials.

Administrative provisions of the California Building Standards Codes are adopted and include past amendments carried forward as recommended by the City's Building Official. Such amendments include provisions regarding permits, fees, inspections, completion of residential remodeling and Board of Appeals proceedings. The City has not made any amendments to building, residential, plumbing, electrical and mechanical codes for over ten years. The sections numerical order for the proposed ordinance have changed to match the format of the 2022 California Code of Regulations; the context has not changed. A Summary of existing amendments carried forward are provided as Attachment B.

BACKGROUND: The state's Building Standard Codes have been subject to a series of major transformation since the 2001 International Code Council (ICC) model codes were introduced. The new 2022 Building Standards Code utilizes the most up to date code documents which have been developed through a national code development process. These construction codes include the California Administrative, Building, Residential, Electrical, Plumbing, Mechanical, Energy, Historical Building, Existing Building, Reference Standards and Green Building Standards as well as other related codes.

Adoption of the proposed Ordinance incorporates the 2022 Building Standards Codes and the 2021 International Association of Plumbing and Mechanical Officials (IAPMO) codes which will keep the City's building regulations consistent with those of the State. They provide minimum standards to safeguard life or limb, health, property and public welfare. The proposed Ordinance is necessary to keep us in compliance with State regulations while allowing the City to properly address special local conditions.

ENVIRONMENTAL ASSESSMENT: Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical

change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378), Title 14, California Code of Regulations, because adoption of the proposed Ordinances has no potential for resulting in a physical change to the environment, directly or indirectly.

NOTICING REQUIREMENTS: A public hearing notice was published in South Gate Press on October 17, 2022. Information regarding the adoption of the 2022 California Building Code and the local training opportunities are available at the Community Development/Building and Safety Division website.

The new 2022 California Code of Regulations, Title 24 is available for review at California Building Standards Commission website: www.dgs.ca.gov/BSC/Codes. Bilingual public information is currently posted in the Department of Community Development containing important information regarding this upcoming change to construction codes used in the State of California and their effective date. Requests to review the 2022 Edition of the California Code of Regulations are available through the City Clerk's Office.

ATTACHMENTS:

- A. Proposed Ordinance
- B. Summary of Existing City Amendments
- C. Notice of Public Hearing for Proposed Ordinance
- D. Advisories and Code Updates Information

ORDINANCE NO.

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE AMENDING TITLE 9 (BUILDINGS), OF THE SOUTH GATE MUNICIPAL CODE, IN ITS ENTIRETY BY ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA CODES OF REGULATIONS, TITLE 24 AND THE 2021 EDITION OF THE UNIFORM SOLAR, HYDRONICS AND GEOTHERMAL AND THE 2021 EDITION OF SWIMMING POOL, SPA AND HOT TUB CODES PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS

WHEREAS, a duly noticed public hearing concerning this matter was held as required by law on October 17, 2022; and

WHEREAS, in accordance with state law, the 2022 Edition of the California Building Standards Code has been adopted by the State Building Standards Commission and published in the California Code of Regulations, Title 24 ("2022 Building Standards Code"). The new California Building Codes are mandated for statewide enforcement on January 1, 2023; and

WHEREAS, the City may amend the California Building Codes ("Building Codes") based on local geologic, climatic or topographic conditions. The proposed ordinance adopts the Building Codes prescribed by state law, adopts amendments to those codes based on local conditions and adopts administrative provisions for the enforcement of the Building Codes. The proposed ordinance adopts findings and changes to the California Building Codes reasonably necessary for building occupancies in the City; and

WHEREAS, State law mandates that California jurisdictions enforce the 2022 Building Standards Code, effective January 1, 2023, for all new building construction in California; and

WHEREAS, while the California Building Standards Commission adopts building code standards to be used statewide, City Council action to adopt the codes at a local level is also part of the code adoption process. Adoption by the City allows for the inclusion of administrative provisions and limited amendments to the state codes. State law permits local jurisdictions to make modifications to the state codes that are reasonably necessary because of local conditions provided the City makes express findings that the changes are needed because of climatic, geologic or topographic conditions. The proposed ordinance contains the adoption of the codes, administrative provisions for the enforcement of the codes, and amendments to the codes based on local conditions; and

WHEREAS, the City Council may choose not to adopt the Building Codes with local amendments. This would mean that only the State codes could be enforced and the previous local amendments would no longer be enforceable; and

WHEREAS, the new State Building Codes have significant improvements from previous editions and will require training of Building and Safety Division staff, design professionals and contractors in coming months which is currently available through a number of professional associations

including the International Code Council (ICC), the International Association of Plumbing and Mechanical Officials (IAPMO), the International Association of Electrical Inspectors (IAEI), and the California Building Officials (CALBO).

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

SECTION 1. Title 9 (Buildings), Chapter 9.01 (Administrative Code), Section 9.01.010 (Adoption by Reference of the California Administrative Code) of the South Gate Municipal Code is hereby amended to read as follows:

**“CHAPTER 9.01
ADMINISTRATIVE CODE**

Sections:

9.01.010 Adoption by Reference of the California Administrative Code.
9.01.020 Violations and Penalties.

“9.01.010 Adoption by Reference to the California Administrative Code.

Except as provided herein, the 2022 Edition of the State of California Administrative Code (California Code of Regulations, Title 24, Part 1), including any amendments and appendices thereof, as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Administrative Code of the City of South Gate” (“Administrative Code” herein). Requests to review the 2022 Edition of the California Administrative Code are available through the City Clerk’s Office.

“9.01.020 Violations and Penalties.

Any person violating any of the provisions of the California Administrative Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Building Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

SECTION 2. Title 9 (Buildings), Chapter 9.02 (Building Code), Section 9.02.010 (Adoption by Reference of the California Building Code), Section 9.02.020 (Violations and Penalties), and Section 9.02.030 (Amendments to Building Code) of the South Gate Municipal Code are hereby amended to read as follows:

**“CHAPTER 9.02
BUILDING CODE**

Sections:

9.02.010 Adoption by Reference of the California Building Code.
9.02.020 Violations and Penalties.
9.02.030 Amendments to the California Building Code

“9.02.010 Adoption by Reference of the California Building Code.

Except as provided herein, the 2022 Edition of the State of California Building Code (California Code

of Regulations, Title 24, Part 2) including Appendix F, Rodent Proofing; Appendix H, Signs; Appendix I, Patio Covers and Appendix J, Grading; based in the 2021 International Building Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Building Code of the City of South Gate” (“Building Code” herein). Requests to review the 2022 Edition of the California Building Code are available through the City Clerk’s Office.

“9.02.020 Violations and Penalties.

Any person violating any of the provisions of the California Building Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Building Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

“9.02.030 Amendments to the California Building Code.

Notwithstanding the provisions of Section 9.02.010, the 2022 Edition of the California Building Code is hereby amended by:

- A. Amending Subsection 103.1 (Code Compliance Agency) of Part 2-Administration and Enforcement, Section 103 (Department of Building and Safety) in its entirety to read as follows:
Section 103.1 Creation of Enforcement Agency
There is hereby established in the City of South Gate a Code Compliance Agency. Said Code Compliance Agency shall be the Division of Building and Safety under the direction of the Director of Community Development. The official in charge shall be the Building Official.
- B. Adding Items 8 and 9 to Subsection [A]105.3 (*Application for permit*) of Section 105 (*Permits*) to read as follows:

[A]105.3 Application for permit.
8. Where a license is required by the State of California, no permit shall be issued unless the applicant has such a license.
9. A separate application shall be required for each building.
- C. Adding a new Subsection [A]105.5.2 (*Expiration*) of Section [A]105.5 (*Expiration*) of Chapter 1 (*Scope and Administration*) of the California Building Code to read as follows:

[A]105.5.2 Expiration.

Every permit issued by the Building Official under the provisions of the technical codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within one hundred and eighty (180) days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred and eighty (180) days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

A permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred and eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

The permit shall expire two (2) years from the date of issuance. Before any work can be continued after such expiration, a new permit shall first be obtained.

- D. Adding a new Subsection [A]105.8 (*Permit Refusal*) to Section 105 (*Permits*) to read as follows:

[A]105.8 Permit Refusal.

If upon demand of the Building Official, the applicant is unable to produce evidence that the applicant has complied or is complying with all State or City laws governing or regulating the erection, construction, enlargement, alteration, repair, removal, conversion, or maintenance of buildings or structures, or governing or regulating the persons engaging in such activities, including all safeguards required for the protection of the City, the public, employees of the applicant, or other persons, such as bonds, insurance, licensing, and other specific requirements which may be required by City ordinance or State law, then the Building Official shall refuse to issue a permit required under any Technical Codes of this Title 9.

PRE-REQUISITES: Before any permit is issued (except for minor remodeling or repair of any existing structure), it shall appear to the Building Official that all ordinances and regulations of the City pertaining to zoning, public works, subdivisions, precise plans, specific plans, setback lines, fire, health, and other matters, which are applicable to the property for which the permit is sought, have been complied with, and that the issuance of the permit will not result in the contravention of any ordinance, law, rule or regulation of the City, including the technical codes of this Title 9.

- E. Adding a new Subsection [A]105.9 (*Permits Required*) to Section 105 (*Permits*) to read as follows:

[A]105.9 Permits Required.

A list of all subcontractors and material men who are performing work or furnishing materials shall be provided before work is commenced under the permit. If any subcontractors or material men to be used on the project are not known at the time of application, their names and addresses shall be supplied to the Department of Community Development/Division of Building and Safety within ten (10) days after any subcontractor or material man is selected by the contractor.

No final inspection shall be made, no certificate of occupancy shall be issued, and no building or structure shall be used or occupied unless all provisions of this Section have been complied with.

- F. Adding a new Subsection [A]107.6 (*Plan Review Fees*) of Section 107 (*Construction Documents*) to read as follows:

[A]107.6 Plan Review Fees.

The plan review fees are separate fees from the permit fees specified in Section 109 (*Fees*), and are in addition to the permit fees. The plan review fees shall be paid in accordance with the fee resolution of the South Gate Municipal Code.”

- G. Adding a new Subsection A[109.7] (*Double Fees*) to Section 109 (*Fees*) to read as follows:

[A]109.7 Double Fees.

When any work for which a permit is required by any technical code set forth in this Title 9 is commenced prior to obtaining a required permit, the fees specified under the provisions of such technical code shall be doubled, but in no event shall they be less than ninety-eight dollars (\$98.00). The payment of such double fees shall not release any person from complying with the requirements of any technical code set forth in this Title 9, nor from any penalties prescribed therein. The additional fees are imposed solely for the purpose of reimbursing the City for the additional work involved with the inspection, regulation and administration of the applicable provisions of the technical codes set forth in this Title 9.

- H. Adding new Subsections [A]110.7 and [A]110.8 to Section 110 (*Inspections*) to read as follows:

[A]110.7 Permission to Cover Work.

It shall be unlawful to lath over, seal, cover or otherwise conceal any improvement which is regulated by the provisions of a technical code set forth in this Title 9 and for which a permit is required, until such improvement has been inspected and approved by the Administrative Authority or his designee. The Administrative Authority, or his designee, shall have the authority to remove, or to require the removal of, any obstruction which prevents complete inspection of any work of improvement.

[A]110.8 Corrections

All installations not in compliance with the requirements of any technical code of this Title 9 shall be corrected within ten (10) days after inspection notification, or within such other reasonable period of time as may be authorized by the Administrative Authority. Failure to comply shall be sufficient cause for the refusal of the Administrative Authority to issue any additional permit until all corrections have been made.

- I. Adding a new Subsection [A]111.5 to Section 111 (*Certificate of Occupancy for Existing Non-Residential Structures*) to read as follows:

[A] 111.5 Certificate of Occupancy for Existing Non-Residential Structures.

A certificate of Occupancy will be required for new business license applications. An inspection of the premises will be conducted to determine compliance with existing city codes; upon inspection approval a certificate of occupancy will be issued to the new business.

- J. Adding a new Subsection [A]112.4 to Section 112 (*Service Utilities*) to read as follows:

[A]112.4 Connections.

No serving agency shall furnish or supply any utilities energization of a work or improvement regulated by any technical code set forth in this Title 9 until authorized by the Administrative Authority.

SECTION 3. Title 9 (Buildings), Chapter 9.03 (Electrical Code), Section 9.03.010 (Adoption by Reference of the California Electrical Code), Section 9.03.020 (Violation and Penalties), and Section

9.03.030 (Amendments to Electrical Code) of the South Gate Municipal Code are hereby amended to read as follows:

**“CHAPTER 9.03
ELECTRICAL CODE**

Sections:

9.03.010 Adoption by Reference to the California Electrical Code.

9.03.020 Violations and Penalties.

9.03.030 Amendments to the California Electrical Code.

“9.03.010 Adoption by Reference of the California Electrical Code.

Except as provided herein, the 2022 Edition of the State of California Electrical Code (California Code of Regulations, Title 24, Part 3) based in the 2020 National Electrical Code, including any amendments and annexes thereof, as promulgated and published by the National Fire Protection Association, Inc., is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Electrical Code of the City of South Gate” (“Electrical Code” herein). Requests to review the 2022 Edition of the California Electrical Code are available through the City Clerk’s Office.

“9.03.020 Violations and Penalties.

Any person violating any of the provisions of the California Electrical Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Electrical Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

“9.03.030 Amendments to California Electrical Code.

Notwithstanding the provisions of Section 9.03.010, the 2022 Edition of the California Electrical Code is hereby amended by:

- A. Adding a new subsection (C) to Section 90-8 (Wiring Planning) of Article 90 (Introduction) of the electrical code to read as follows:

(C) Wiring to be in an Underground System.

Supply wiring for or to accessory uses, accessory buildings, yard lights, and post signs shall be in an underground system.

- B. Adding a new Section 225-28 to Article 225 (Outside Branch Circuits and Feeders) of the Electrical Code to read as follows:

225-28 Outdoor Installations

All yard wiring shall be installed underground, except for festoon lighting, temporary lighting or wires serviced by a public utility.

- C. Adding a new Section 250-52 (9): (Grounding Electrode System for New and Existing Construction) of Article 250 (Grounding and Bonding) of the Electrical Code to read as follows:

250-52 (9) Grounding Electrode System for New and Existing Construction

(A) New Construction

In addition to the requirements of Section 250-52, one or more copper or non-ferrous rods, as described in Table 250.66, shall be placed along the bottom of a concrete foundation, or in a building foundation trench, tensioned and supported in such a manner that it will not be less than 3 inches from the bottom or sides of the foundation, with one end terminating twelve inches (12") above the foundation sill plate or finished floor, beneath or adjacent to the main service switch panel.

Where building pier footings are used instead of a continuous foundation, service grounding shall be accomplished by fusion welding of the ground conductor to a vertical electrode which reached to within three inches (3") of the bottom of the piers.

All grounding conductors shall be electrically bonded together and connected to the property's water system and electrical service equipment.

(B) Existing Construction

Any change, alteration or remodeling of existing electrical service equipment shall require a ground electrode to be provided in accordance with Table 250-66.

The driven ground electrodes may be galvanized pipe, not less than three-quarter inch pipe size, or copper-coated rod, not less than five-eighths of an inch (5/8") in diameter; driven vertically eight feet (8') or more into the ground.

Whenever more than one ground electrode is required, they shall be not less than six feet (6') apart from each other, or from any other electrode, including those used for single circuits, radio, telephone, lighting rods or any other purpose.

Where more than one electrode is required, they shall be bonded together in the same manner and with the same material as specified for pipe rod electrodes. Driven electrodes shall be of one piece. Such pipes or rods shall have clean metal surfaces and shall not be covered with paint, enamel, or other non conducting materials.

D. Adding a new subsection (D) to Section 300-1 (Scope) of Article 300 (Wiring Methods) of the Electrical Code to read as follows:

Installation Requirements.

All wiring installed in or on building or structures, other than residential or residential accessory buildings, shall be in a metal protected raceway or cable wiring system; provided, however, that equivalent installations may be authorized when requested in writing and approved in advance by the Building Official."

SECTION 4. Title 9 (Buildings), Chapter 9.04 (Mechanical Code), Section 9.04.010 (Adoption by Reference of the California Mechanical Code) and Section 9.04.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**"CHAPTER 9.04
MECHANICAL CODE**

Sections:

9.04.010 Adoption by Reference to the California Mechanical Code.
9.04.020 Violations and Penalties.

“9.04.010 Adoption by Reference to the California Mechanical Code.

Except as provided herein, the 2022 Edition of the State of California Mechanical Code (California Code of Regulations, Title 24, Part 4) based in the 2021 Uniform Mechanical Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Mechanical Code of the City of South Gate” (“Mechanical Code” herein). Requests to review the 2022 Edition of the California Mechanical Code are available through the City Clerk’s Office.

“9.04.020 Violations and Penalties.

Any person violating any of the provisions of the California Mechanical Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Mechanical Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

SECTION 5. Title 9 (Buildings), Chapter 9.05 (Plumbing Code), Section 9.05.010 (Adoption by Reference of the California Plumbing Code), Section 9.05.020 (Violations and Penalties), and Section 9.05.030 (Amendments to Plumbing Code) of the South Gate Municipal Code are hereby amended to read as follows:

**“CHAPTER 9.05
PLUMBING CODE**

Sections:

9.05.010 Adoption by Reference to the California Plumbing Code.
9.05.020 Violations and Penalties.
9.05.030 Amendments to the California Plumbing Code.

“9.05.010 Adoption by Reference of the California Plumbing Code.

Except as provided herein, the 2022 Edition of the State of California Plumbing Code (California Code of Regulations, Title 24, Part 5) based in the 2021 Uniform Plumbing Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Plumbing Code of the City of South Gate” (“Plumbing Code” herein). Requests to review the 2022 Edition of the California Plumbing Code are available through the City Clerk’s Office.

“9.05.020 Violations and Penalties.

Any person violating any of the provisions of the California Plumbing Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Plumbing Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

“9.05.030 Amendments to Plumbing Code.

Notwithstanding the provisions of Section 9.05.010, the 2022 Edition of the California Plumbing Code is hereby amended by:

A. Adding a new subparagraph 1014.3.4.4 (Outdoor Location) to subsection 1014.3.4 (Location) of Chapter 10 (Traps and Interceptors) of the Plumbing Code to read as follows:

1014.3.4.4 Outdoor Location

Each new grease trap shall be on the outside of all structures on the premises and shall be readily accessible for servicing and maintaining the grease trap in working and operation condition. The use of ladders or the removal of bulky equipment in order to service grease traps shall be deemed to be a lack of accessibility. The location of all grease traps in the interior of a building or structure shall be permitted by the building official only when, in his judgment, there is insufficient space on the exterior of a building or structure to install an adequate grease trap. As used herein, the term “adequate grease trap” shall mean a grease trap of sufficient capacity to intercept anticipated quantities of grease generated by a business over at least a twenty-four (24) hour period.”

SECTION 6. Title 9 (Buildings), Chapter 9.06 (Energy Code), Section 9.06.010 (Adoption by Reference of the California Energy Code) and Section 9.06.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**“CHAPTER 9.06
ENERGY CODE**

Sections:

9.06.010 Adoption by Reference to the California Energy Code.
9.06.020 Violations and Penalties.

“9.06.010 Adoption by Reference to the California Energy Code.

Except as provided herein, the 2022 Edition of the State of California Energy Code (California Code of Regulations, Title 24, Part 6), including any amendments and appendices thereof, as promulgated and published by the California Energy Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Energy Code of the City of South Gate” (“Energy Code” herein). Requests to review the 2022 Edition of the California Energy Code are available through the City Clerk’s Office.

“9.06.020 Violations and Penalties.

Any person violating any of the provisions of the California Energy Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Energy Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

SECTION 7. Title 9 (Buildings), Chapter 9.07 (Residential Code), Section 9.07.010 (Adoption by Reference of the California Residential Code), Section 9.07.020 (Violations and Penalties) and Section 9.07.030 (Amendments to the Residential Code) of the South Gate Municipal Code is hereby amended to read as follows:

**“CHAPTER 9.07
RESIDENTIAL CODE**

Sections:

- 9.07.010 Adoption by Reference to the California Residential Code.**
9.07.020 Violations and Penalties.
9.07.030 Amendments to the Residential Code.

“9.07.010 Adoption by Reference to the California Residential Code.

Except as provided herein, the 2022 Edition of the State of California Residential Code (California Code of Regulations, Title 24, Part 2.5), including any amendments and Appendix AI - Patio Cover and Appendix AJ – Existing Buildings and Structures, thereof, as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Residential Code of the City of South Gate” (“Residential Code” herein). Requests to review the 2022 Edition of the California Residential Code are available through the City Clerk’s Office.

“9.07.020 Violations and Penalties.

Any person violating any of the provisions of the Residential Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Residential Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

“9.07.030 Amendments to California Residential Code.

Notwithstanding the provisions of Section 9.07.010, the 2022 Edition of the California Residential Code is hereby amended by:

- A. Adding Item 8 and 9 to Subsection R105.3 (*Application for permit*) of Section R105 (*Permits*) to read as follows:

R105.3 Application for permit.

8. Where a license is required by the State of California, no permit shall be issued unless the applicant has such a license.
9. A separate application shall be required for each building.

- B. Adding a new Subsection R105.5.2 (*Expiration*) of Section R105.5 (*Expiration*) of Chapter I Scope and Application, Division II Administration, Part 2 – Administration and Enforcement of the California Residential Code to read as follows:

R105.5.2 Expiration.

Every permit issued by the Building Official under the provisions of the technical codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within one hundred and eighty (180) days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred and eighty (180) days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one

half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

A permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred and eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

The permit shall expire two (2) years from the date of issuance. Before any work can be continued after such expiration, a new permit shall first be obtained.

- C. Adding a new Subsection R105.10 (*Permits Required*) to Section R105 (*Permits*) to read as follows:

R105.10 Permits Required.

A list of all subcontractors and material men who are performing work or furnishing materials shall be provided before work is commenced under the permit. If any subcontractors or material men to be used on the project are not known at the time of application, their names and addresses shall be supplied to the Department of Community Development/Division of Building and Safety within ten (10) days after any subcontractor or material man is selected by the contractor.

No final inspection shall be made, no certificate of occupancy shall be issued, and no building or structure shall be used or occupied unless all provisions of this Section have been complied with.

- D. Adding a new Subsection R105.11 (*Permit Refusal*) to Section R105 (*Permits*) to read as follows:

R105.11 Permit Refusal.

If upon demand of the Building Official, the applicant is unable to produce evidence that the applicant has complied or is complying with all State or City laws governing or regulating the erection, construction, enlargement, alteration, repair, removal, conversion, or maintenance of buildings or structures, or governing or regulating the persons engaging in such activities, including all safeguards required for the protection of the City, the public, employees of the applicant, or other persons, such as bonds, insurance, licensing, and other specific requirements which may be required by City ordinance or State law, then the Building Official shall refuse to issue a permit required under any Technical Codes of this Title 9.

PRE-REQUISITES: Before any permit is issued (except for minor remodeling or repair of any existing structure), it shall appear to the Building Official that all ordinances and regulations of the City pertaining to zoning, public works, subdivisions, precise plans, specific plans, setback lines, fire, health, and other matters, which are applicable to the property for which the permit is sought, have been complied with, and that the issuance of the permit will not result in the contravention of any ordinance, law, rule or regulation of the City, including the technical codes of this Title 9.

- E. Adding a new Subsection R106.6 (Plan Review Fees) to Section R106 (*Construction Documents*) to read as follows:

R106.6 Plan Review Fees.

The plan review fees are separate fees from the permit fees specified in Section [A]108 and are in addition to the permit fees. The plan review fees shall be paid in accordance with the fee resolution of the South Gate Municipal Code."

- F. Adding a new Subsection R108.7 (*Double Fees*) to Section R108 (*Fees*) to read as follows:

R108.7 Double Fees.

When any work for which a permit is required by any technical code set forth in this Title 9 is commenced prior to obtaining a required permit, the fees specified under the provisions of such technical code shall be doubled, but in no event shall they be less than ninety-eight dollars (\$98.00). The payment of such double fees shall not release any person from complying with the requirements of any technical code set forth in this Title 9, nor from any penalties prescribed therein. The additional fees are imposed solely for the purpose of reimbursing the City for the additional work involved with the inspection, regulation and administration of the applicable provisions of the technical codes set forth in this Title 9.

- G. Adding new Subsections R109.5 and R109.6 to Section R109 (*Inspections*) to read as follows:

R109.5 Permission to Cover Work.

It shall be unlawful to lath over, seal, cover or otherwise conceal any improvement which is regulated by the provisions of a technical code set forth in this Title 9 and for which a permit is required, until such improvement has been inspected and approved by the Administrative Authority or his designee. The Administrative Authority, or his designee, shall have the authority to remove, or to require the removal of, any obstruction which prevents complete inspection of any work of improvement.

R109.6 Corrections

All installations not in compliance with the requirements of any technical code of this Title 9 shall be corrected within ten (10) days after inspection notification, or within such other reasonable period of time as may be authorized by the Administrative Authority. Failure to comply shall be sufficient cause for the refusal of the Administrative Authority to issue any additional permit until all corrections have been made.

- H. Adding a new Subsection R111.4 to Section R111 (*Service Utilities*) to read as follows:

R111.4 Connections.

No serving agency shall furnish or supply any utilities energization of a work or improvement regulated by any technical code set forth in this Title 9 until authorized by the Administrative Authority.

- I. Amending Section R112 (*Board of Appeals*) in its entirety to read as follows:

R112.1 BOARD OF APPEALS CREATED; MEMBERSHIP; DECISIONS

CREATING THE BOARD OF APPEALS.

1. There is hereby established a Board of Appeals consisting of five (5) members, all of whom shall be duly appointed members of the City Planning Commission. The Building Official shall be an ex-officio member and shall act as Secretary to the Board of Appeals.
2. The Board of Appeals shall be authorized to construe and to interpret the provisions of the Technical Codes set forth in Title 9 of this Code, and to make determinations as to whether proposed alternate construction materials or methods of construction are equivalent or superior to those required or authorized by any of such Technical codes.
3. The Board of Appeals shall adopt rules and regulations relating to the conduct of its inquiries and investigations.
4. All decisions and determinations of the Board of Appeals shall be submitted in writing to the Building Official, and a copy thereof shall be delivered to the person or persons who initiated the appeal or the request for an interpretation.
5. Any decision of the Board of Appeals to approve or deny an appeal may be appealed by the aggrieved party to the City Council by filing a request therefore with the City Clerk, not later than ten days after such decision is rendered by the Board of Appeals. Upon receipt of such a request, the City Clerk shall set a date for hearing by the City Council, not later than sixty (60) days thereafter, and shall notify the appellant of such hearing date. Following said hearing by the City Council, the findings and decision of the City Council shall be adopted by resolution. The determination of the City Council shall be final and conclusive."

R112.2 ESTABLISHED

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

R112.3 MEMBERSHIP

The Board of Appeals shall consist of five (5) members appointed by the City Council. The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City.

R112.4 TERM-APPOINTMENT OF SUCCESSOR

The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure. The Board shall adopt rules of procedures for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

R112.5 DISQUALIFYING ACTIVITY

A member shall not hear an appeal in which that member has a personal, professional or financial interest.

R112.6 REMUNERATION

Each appointee will receive the sum of Seventy-Five (\$75.00) per meeting attended by the appointee.

R112.7 ELECTION OF CHAIRMAN OF THE BOARD OF APPEALS

The Board shall annually select one of its members to serve as chairperson.

R112.8 REMOVAL FROM OFFICE

The Board of Appeals shall be appointed by the City Council and shall hold office at its pleasure.

R112.9 ORGANIZATION – MEETINGS – RULES

The Board of Appeals shall consist of five individuals, one from each of the following professions or disciplines.

1. Registered design professional who is a registered architect.
2. Registered design professional with structural engineering experience.
3. State licensed contractor with at least 10 years experience.
4. Local resident or businessman with experience in construction.
5. Local advocate for accessibility and ADA requirements or local resident.
6. The City Building Official shall serve as Secretary of the Board.

There are six (6) meetings held annually.

The Board is authorized to establish policies and procedures necessary to carry out its duties. Building related matters shall be as defined in the California Code of Regulations, Title 24, Part 2, 2007 California Building Code, Volume 1; but shall specifically exclude any issues related to the general plan or zoning ordinance; and,

Pursuant to Health and Safety Code Section 189.45 (a) any person adversely affected by any regulation, rules, omission, interpretation, decision or practice of any state agency, respecting the administration of any building standard may appeal the issue for resolution to the Board; and,

Pursuant to Health and Safety Code Section 189.45 (b) any local agency having authority to enforce a State Building Standards and any person adversely affected by any regulations, rule, omission, interpretation, decision or practice of such agency respecting such buildings standard wish to appeal the issue for resolution to the Board, then both parties may appeal to the commission. The Board may accept such appeal only if the commission determines that the issues involved in such appeal have statewide significance; and,

Any and all action subject to the Boards purview shall be appealable to the City Council within ten business day after the date of execution of final decision from the Board; and, California Building Code provides that the Board of Appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

The Board shall have the authority to review code enforcement appeals and to waive or reduce rates, fees and charges related to building restoration fees for garage conversions and other related assessments, fees and/or charges arising from matters which are addressed by South Gate Municipal Code Title 9.

- J. Replacing Blank Table R301.2.(1), buildings shall be designed with the additional criteria and provisions of this table which shall read as follows:

**Table R301.2.(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

SECTION 08. Title 9 (Building), Chapter 9.08 (Green Buildings Standards Code) and Sections 9.08.010 (Adoption by Reference to the California Green Buildings Standards Code), and 9.08.020 (Violations and Penalties) of Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**“CHAPTER 9.08
GREEN BUILDINGS STANDARDS CODE**

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^o	ICE BARRIER UNDERLAYMENT REQUIRED ^b	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic effects ^k	Special Wind region ^l	Wind- borne debris zone ^m		Weathering ^a	Frost line Depth ^b	Termite ^o					
ZERO	85	NO	NO	NO	D ₂	NEGLIGIBLE	ZERO	ZERO	49°	NO	NO	ZERO	60°

Sections:

9.08.010 Adoption by Reference to the California Green Buildings Standards Code.
9.08.020 Violations and Penalties.

“9.08.010 Adoption by Reference of the California Green Buildings Standards Code.

Except as provided herein, the 2022 Edition of the State of California Green Buildings Standards Code (California Code of Regulations, Title 24, Part 11), as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Green Buildings Standards Code of the City of South Gate” (“Green Code” herein). Requests to review the 2022 Edition of the California Green Buildings Standards Code are available through the City Clerk’s Office.

“9.08.020 Violations and Penalties.

Any person violating any of the provisions of the Green Buildings Standards Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Green Buildings Standards Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

SECTION 9. Title 9 (Building), Chapter 9.09 (California Existing Building Code) and Sections 9.09.010 (Adoption by Reference to the California Existing Building Code), and 9.09.020 (Violations and Penalties) of Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**“CHAPTER 9.09
EXISTING BUILDING CODE**

Sections:

9.09.010 Adoption by Reference to the California Existing Building Code.
9.09.020 Violations and Penalties.

“9.09.010 Adoption by Reference of the California Existing Code.

Except as provided herein, the 2022 Edition of the State of California Existing Code (California Code of Regulations, Title 24, Part 10), as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Existing Building Code of the City of South Gate” (“Existing Building Code” herein). Requests to review the 2022 Edition of the California Existing Building Code are available through the City Clerk’s Office.

“9.09.020 Violations and Penalties.

Any person violating any of the provisions of the California Existing Building Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Existing Building Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

SECTION 10. Title 9 (Building), Chapter 9.10 (California Historical Code) and Sections 9.10.010 (Adoption by Reference to the California Historical Code), and 9.10.020 (Violations and Penalties) of Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**“CHAPTER 9.10
HISTORICAL CODE**

Sections:

9.10.010 Adoption by Reference to the California Historical Code.
9.10.020 Violations and Penalties.

“9.10.010 Adoption by Reference to the California Historical Code.

Except as provided herein, the 2022 Edition of the State of California Historical Code (California Code of Regulations, Title 24, Part 8), as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Historical Code of the City of South Gate” (“Historical Code” herein). Requests to review the 2022 Edition of the California Historical Code are available through the City Clerk’s Office.

“9.10.020 Violations and Penalties.

Any person violating any of the provisions of the California Historical Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Historical Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

SECTION 11. Title 9 (Building), Chapter 9.11 (California Referenced Standards Code) and Sections 9.11.010 (Adoption by Reference to the California Referenced Standards Code), and 9.11.020 (Violations and Penalties) of Title 9 (Buildings) of the South Gate Municipal Code to read as follows:

**“CHAPTER 9.11
REFERENCED STANDARDS CODE**

Sections:

- 9.11.010 Adoption by Reference of the California Referenced Standards Code.**
9.11.020 Violations and Penalties.

“9.11.010 Adoption by Reference to the California Referenced Standards Code.

Except as provided herein, the 2022 Edition of the State of California Referenced Standards Code (California Code of Regulations, Title 24, Part 12), as promulgated and published by the California Building Standards Code, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Referenced Standards Code of the City of South Gate” (“Referenced Standards Code” herein). Requests to review the 2022 Edition of the California Referenced Standards Code are available through the City Clerk’s Office.

“9.11.020 Violations and Penalties.

Any person violating any of the provisions of the California Referenced Standards Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the California Referenced Standards Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

SECTION 12. Title 9 (Buildings), Chapter 9.12 (Swimming Pool, Spa and Hot Tub Code), Section 9.12.010 (Adoption by Reference of the Uniform Swimming Pool, Spa and Hot Tub Code), and Section 9.12.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**“CHAPTER 9.12
SOLAR, HYDRONICS AND GEOTHERMAL CODE**

Sections:

- 9.12.010 Adoption by Reference to the Uniform Solar, Hydronics and Geothermal Code.**
9.12.020 Violations and Penalties.

“9.12.010 Adoption by Reference to the Uniform Solar, Hydronics and Geothermal Code.

Except as provided herein, the 2021 Edition of the Uniform Solar, Hydronics and Geothermal Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Solar, Hydronics and Geothermal Code of the City of South Gate” (“Solar, Hydronics and Geothermal Code” herein). Requests to review the 2021 Edition of the Uniform Solar, Hydronics and Geothermal Code are available through the City Clerk’s Office.

“9.12.020 Violations and Penalties.

Any person violating any of the provisions of the Solar, Hydronics and Geothermal Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Solar, Hydronics and Geothermal Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

SECTION 13. Title 9 (Buildings), Chapter 9.13 (Swimming Pool, Spa and Hot Tub Code), **20**

Section 9.13.010 (Adoption by Reference of the Uniform Swimming Pool, Spa and Hot Tub Code) and Section 9.13.020 (Violations and Penalties) of the South Gate Municipal Code is hereby amended to read as follows:

**“CHAPTER 9.13
SWIMMING POOL, SPA AND HOT TUB CODE**

“9.13.010 Adoption by Reference of the Uniform Swimming Pool, Spa and Hot Tub Code.

Except as provided herein, the 2021 Edition of the Uniform Swimming Pool, Spa and Hot Tub Code, including any amendments and appendices thereof, as promulgated and published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as though fully set forth herein, and shall constitute and is hereby established as “the Swimming Pool, Spa and Hot Tub Code of the City of South Gate” (“Swimming Pool Code” herein). Requests to review the 2021 Edition of the Uniform Swimming Pool, Spa and Hot Tub Code are available through the City Clerk’s Office.

“9.13.020 Violations and Penalties.

Any person violating any of the provisions of the Swimming Pool Code shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of any provision of the Swimming Pool Code is committed, continued or permitted. Upon conviction, any such violation shall be punishable as provided for in Title 1 of this Code.”

SECTION 14. The modifications set forth in this ordinance which pertain to the California Administrative Code, California Building Code, the California Residential Code, the California Plumbing Code, and the California Electrical Code, are reasonably required due to local climatic, geographical and topographical conditions, and due to the need, in certain instances, to recover the actual costs and expenses incurred by the City in processing various applications for permits which are required by such technical codes. Modifications to those technical codes are reasonably required, in part, because of the local climate which is characterized by hot, dry summers, followed by strong Santa Ana winds and heavy winter rains which make buildings and structures vulnerable to rapidly spreading wind-driven fires. Furthermore, the City is located near to historic and active earthquake faults which require special safety measures and precautions.

SECTION 15. The adoption of this Ordinance shall fulfill the City of South Gate's obligation under Section 17958 of the Health and Safety Code to adopt and apply the provisions of the California Building Standards Code to all occupancies within the City.

SECTION 16. This Ordinance shall take effect on the thirty-first (31st) day after its adoption and be enforced on January 1, 2023.

SECTION 17. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

[Remainder of page left blank intentionally.]

PASSED, APPROVED and ADOPTED this ____ day of **November 2022**.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT
By: _____
Raul F. Salinas, City Attorney

ATTACHMENT B

2022 BUILDING CODE ADOPTION SUMMARY OF EXISTING CITY AMENDMENTS

Such amendments include provisions regarding:

ADMINISTRATION: No amendments.

BUILDING CODE: EXISTING TO BE CARRIED FORWARD

General Safety Provisions;

Permits Required: to do work, contractors & subcontractors;

Submittal Documents: How many sets, procedures, etc;

Plan Review Fees: Sets fees for service (not in the code);

Double Fees: Unauthorized work (min. \$87);

Permission to Cover Work: Unlawful to lath over, seal or cover, conceal work without approval;

Utility Connections: Unlawful to energize without approval (Edison, Gas);

Building Corrections: Must be done within 10 days;

Re-inspections Fee;

Fee Refunds: 80%;

Investigation Fee for non-authorized work: Unauthorized work done;

Certificate of Occupancy for Existing Structures: For new businesses.

RESIDENTIAL CODE: EXISTING TO BE CARRIED FORWARD

Amends California Residential Code (CRC) to provide climatic and geographic information table for design criteria;

Board of Appeals Committee: Appeals B.O. decision or determination, not the code;

General Safety Provisions;

Permits Required: to do work, contractors & subcontractors;

Submittal Documents: How many sets, procedures, etc;

Plan Review Fees: Sets fees for service (not in the code);

Double Fees: Unauthorized work (min. \$87);

Permission to Cover Work: Unlawful to lath over, seal or cover, conceal work without approval;

Utility Connections: Unlawful to energize without approval (Edison, Gas);

Building Corrections: Must be done within 10 days;

Reinspections Fee;

Fee Refunds: 80%;

Investigation Fee for non-authorized work: Unauthorized work done.

ELECTRICAL CODE: EXISTING TO BE CARRIED FORWARD

Amends California Electrical Code (CEC) by requiring exterior wiring to be underground.

Amends CEC sections regarding restricting wiring installation, disconnecting means, grounding tables.



PLUMBING CODE: EXISTING TO BE CARRIED FORWARD

Amends the California Plumbing Code (CPC) by requiring grease traps to be located outside of all structures.

MECHANICAL CODE: No amendments.

GREEN BUILDING STANDARDS CODE: No amendments.

ENERGY CODE: No amendments.

HISTORICAL CODE: No amendments.

EXISTING BUILDING CODE: No Amendments.

REFERENCED STANDARDS CODE: No amendments.

UNIFORM SOLAR, HYDRONICS AND GEOTHERMAL CODE: No amendments.

UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE: No amendments.

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SOUTH GATE PRESS

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

This space for filing stamp only

Office of the
South Gate City Clerk

OCT 24 2022

FILED

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

PRE #: 3634989

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:
California Codes of Regulations

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

10/20/2022

Executed on: 10/20/2022
At Los Angeles, California

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



Signature



Email

**CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING**
NOTICE IS HEREBY GIVEN that the South Gate City Council will conduct a public hearing to consider an ordinance of the City of South Gate adopting by reference the California Codes of Regulations, Title 24, Part 1, Part 2 (Volume 1 & 2), Part 2.5, Part 3, Part 4, Part 5, Part 6, Part 8, Part 10, Part 11, Part 12, known and designated as the 2022 Edition of the California Administrative Code, the 2022 Edition of the California Building Code, Volume 1 and 2, the 2022 Edition of the California Residential Code, the 2022 Edition of the California Electrical Code, the 2022 Edition of the California Mechanical Code, the 2022 Edition of the California Plumbing Code, the 2022 Edition of the California Energy Code, the 2022 Edition of the California Historical Building Code, the 2022 Edition of the California Existing Building Code, the 2022 Edition of the California Green Building Standards Code, the 2022 Edition of the California Reference Standards Code, adopting by reference the 2021 International Association of Plumbing and Mechanical Officials model codes known and designated as the 2021 Edition of the Uniform Solar Energy and Hydronics Code, and the 2021 Edition of the Uniform Swimming, Spa & Hot Tub Code; making amendments to Title 9 (Buildings) of the South Gate Municipal Code and related actions. A copy of the ordinance may be reviewed in the City Clerk's office during normal business hours.
City Council Meeting
DATE: Thursday, November 10, 2022
TIME: 6:30 pm
PLACE: City Hall Council Chamber 8650 California Avenue South Gate, California 90280
All persons interested in this matter are invited to testify or present evidence upon any matter relating thereto.
10/20/22
PRE-3634989#
SOUTH GATE PRESS

25

OCT 13 2022

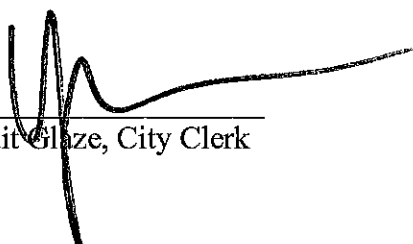
FILED

**CITY OF SOUTH GATE
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DATE: City Council Meeting
Tuesday, November 8, 2022
TIME: 6:30 pm
PLACE: City Hall Council Chamber
8650 California Avenue
South Gate, California 90280

All persons interested in this matter are invited to testify or present evidence upon any matter relating thereto.



Yodit Glaze, City Clerk

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ATTACHMENT D

Advisories and Code Updates

Important Notice Regarding the 2022 California Code of Regulations, Title 24. If you are a City of South Gate property owner or an architect, engineer, designer, or contractor that performs work within the City, please be advised that the City will be enforcing the following Building Standards, effective January 1, 2023:

2022 California Administrative Code (Part 1),
2022 California Building Code (Part 2 Volume I and II),
2022 California Residential Code (Part 2.5),
2022 California Electrical Code (Part 3),
2022 California Mechanical Code (Part 4),
2022 California Plumbing Code (Part 5),
2022 California Energy Code (Part 6),
2022 California Historical Building Code (Part 8),
2022 California Existing Building Code (Part 10),
2022 California Green Building Standards Code (Part 11),
2022 California Referenced Standards Code (Part 12), also
2021 Uniform Solar, Hydronics and Geothermal Code (IAPMO) and,
2021 Uniform Swimming Pool, Spa and Hot Tub Code (IAPMO).

All new plan review applications submitted after December 31, 2022 will be required to comply with the above referenced code editions.

Building codes are available for purchase from the International Code Council.

Swimming Pool and Solar Codes are available for purchase from the International Association of Plumbing and Mechanical Officials.

Training classes are available through the following organizations:

- ICC (International Code Council)
- CALBO (California Building Officials)
- Local ICC Los Angeles Basin Chapter
- IAPMO (International Association of Plumbing and Mechanical Officials)
- IAEI (International Association of Electrical Inspectors)

Building Standards Currently Enforced:

2019 California Administrative Code,
2019 California Building Code,
2019 California Residential Code,
2019 California Electrical Code,
2019 California Mechanical Code,
2019 California Plumbing Code,
2019 California Existing Building Code,
2019 California Historical Building Code,
2019 California Green Building Standards Code,
2019 California Energy Code,
2019 California Referenced Standards Code, and
2019 California Building Standards Code.
2019 California Fire Code.
2018 Uniform Swimming Pool, Spa and Hot Tub Code.
2018 Uniform Solar, Hydronics and Geothermal Code.

Links to the following applicable documents are provided:

City of South Gate Municipal Code, Title 9 – Building
www.cityofsouthgate.org (Municipal Code-Title 9).
2022 California Green Building Standards Code
www.bsc.ca.gov/Home/CALGreen.aspx

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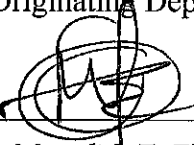
City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: November 10, 2022Originating Department: Community Development

Department Director: _____



Meredith T. Elguira

City Manager: _____



Chris Jeffers

SUBJECT: RESOLUTION ESTABLISHING THE AMOUNTS AND CALCULATION OF THE IN-LIEU FEE AS PER CHAPTER 11.29 (INCLUSIONARY HOUSING) OF DIVISION II (ZONING REGULATIONS) OF TITLE 11 (ZONING) OF THE SOUTH GATE MUNICIPAL CODE

PURPOSE: A public hearing to consider a Resolution adopting and establishing the amounts and calculations of the fee in-lieu of developing inclusionary units under the City of South Gate ("City") Inclusionary Housing Ordinance.

RECOMMENDED ACTIONS: The City Council will consider adopting a Resolution establishing the inclusionary housing in lieu fee as provided under Chapter 11.29 (Inclusionary Housing), of Division II (Zoning Regulations), of Title 11 (Zoning), of the South Gate Municipal Code.

FISCAL IMPACT: If adopted, the proposed Resolution would establish an affordable housing in-lieu fee of \$25 per square foot to be adjusted annually and automatically based on the Consumer Price Index increase. The payment of the proposed housing in-lieu fee to the City would be deposited into an affordable housing trust fund to be established by the City.

PUBLIC NOTIFICATION: Advertising and notification of the public hearing for this item was conducted in compliance with Chapter 11.50, Title 11, of the South Gate Municipal Code. Notice of the hearing was originally posted and published in the "The Wave" on October 27, 2022 (Attachment B).

ANALYSIS: The City's Inclusionary Housing Ordinance, Chapter 11.29 of the City of South Gate Municipal Code ("Inclusionary Housing Ordinance") permits the payment of in-lieu fees as an alternative means of compliance for on-site fulfillment and provides that the City Council will establish, by resolution, the in-lieu fee amount and calculation.

Staff and the City's affordable housing consultant, RSG, Inc., recommend an initial in-lieu fee amount of \$25 per square foot multiplied by the total square feet of all units in the development

project. This fee amount generally reflects the true cost of producing on-site units. Table 1 below demonstrates the total fee calculation for single family, townhome, and apartment sample prototype projects.

Table 1: Sample Project In-Lieu Fee Calculation

Single Family					
Total Units	5	15	20	30	40
Estimated Unit Sq. Ft	1,700	1,700	1,700	1,700	1,700
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 212,500	\$ 637,500	\$ 850,000	\$ 1,275,000	\$ 1,700,000

Townhome					
Total Units	5	15	20	30	40
Estimated Unit Sq. Ft	1,346	1,346	1,346	1,346	1,346
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 168,250	\$ 504,750	\$ 673,000	\$ 1,009,500	\$ 1,346,000

Apartments					
Total Units	50	75	100	125	150
Estimated Unit Sq. Ft	839	839	839	839	839
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 1,048,750	\$ 1,573,125	\$ 2,097,500	\$ 2,621,875	\$ 3,146,250

Seventeen Los Angeles County communities have an inclusionary requirement, many of which have an in-lieu fee option. However, the in-lieu fee amounts vary considerably and are not necessarily in proportion to the true cost of the inclusionary percentage required. Table 2 below details neighboring communities' inclusionary requirements and each community's fee as applied to South Gate single family, townhome, and apartment sample prototype projects. The City's proposed fee of \$25 per square foot falls within the range of compared fees, which are \$10-\$71 per square foot for rental projects and \$14- \$53 per square foot for townhome and single-family projects.

Table 2: Regional Communities with Inclusionary Requirements and In-Lieu Fees

City ¹	Minimum Units		Inclusionary Req		Fee Type	In Lieu Fee Per Unit			In Lieu Fee Per Sq Ft		
	Rental	Ownership	Rental	Ownership		Rental	Townhome (Ownership)	Single Family (Ownership)	Rental	Townhome (Ownership)	Single Family (Ownership)
South Gate (Proposed)	1	1	6-8%	10%	SF	\$20,975	\$33,650	\$42,500	\$25	\$25	\$25
Agoura Hills	10	10	15%	15%	Unit	\$39,029	\$19,524	\$64,050	\$47	\$15	\$38
Burbank	5	5	15%	15%	SF	\$8,617	\$27,014	\$27,982	\$10	\$20	\$16
Calabasas	5	5	5-20%	5-20%	Unit	\$19,262	\$48,875	\$67,963	\$23	\$36	\$40
Claremont	7	7	15%	15%	Unit	\$23,500	\$23,500	\$23,500	\$28	\$17	\$14
Glendale ²	8	N/A	15%	N/A	SF	\$46,145	N/A	N/A	\$55	N/A	N/A
Long Beach (Phased)	10	10	5-11%	5-11%	SF	\$17,451	\$18,844	\$23,800	\$21	\$14	\$14
Pasadena ³	10	10	20%	20%	SF	\$39,836	\$42,264	\$53,360	\$47	\$31	\$31
Santa Monica ²	2	4	5-100%	5-25%	SF	\$59,905	\$71,230	\$89,981	\$71	\$53	\$53
						\$29,785	N/A	N/A	\$36	N/A	N/A

1/ Alhambra and West Hollywood have an in lieu fee that would not apply to the prototype projects and have been excluded. Cudahy, Downey, and Rancho Palos Verdes have not published a fee schedule to date.

2/ Fee would not apply to single family and townhome prototype projects.

3/ Fee schedule allows a range of fees based on the location within city.

A detailed analysis of the recommended in-lieu fee prepared by RSG, Inc. is included with this agenda bill as Attachment C.

Section 11.29.100B of the Inclusionary Housing Ordinance provides that the in-lieu fee would be adjusted annually in July based on the annual percentage change in corresponding month in the Bureau of Labor Statistics Los Angeles/Long Beach/Anaheim Consumer Price Index – All Urban Consumers (CPI-U). The in-lieu fee may also be set or changed at any time by a resolution of the City Council.

Additionally, all in-lieu fees received by the City would be used by the South Gate Housing Authority for the development of housing affordable to lower and moderate-income households pursuant to Section 11.29.100C of the Inclusionary Housing Ordinance. Housing assisted with housing in-lieu fees will be subject to a minimum 55-year affordability agreement with the Housing Authority encumbering the assisted housing site.

BACKGROUND: South Gate adopted the Inclusionary Housing Ordinance on June 28, 2022. The Ordinance requires production of inclusionary housing for rental and ownership housing, which would generally apply to all market rate residential and mixed-use projects in the City over 10 units. Projects with 10 units or less are not required to produce inclusionary housing on-site and instead are charged the in-lieu fee.

By law, cities imposing an inclusionary housing requirement must offer at least one alternative to building the units on-site. The Inclusionary Housing Ordinance provides multiple alternative means of compliance, including payment of in-lieu fees.

ATTACHMENTS:

- A. Proposed Resolution (including Appendix 1 & 2)
- B. Public Hearing Notice
- C. Inclusionary Housing and In-Lieu Fee Study and Recommendation

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, ESTABLISHING THE AMOUNTS AND CALCULATION OF
THE IN-LIEU FEE AS PER CHAPTER 11.29 (INCLUSIONARY HOUSING)
OF DIVISION II (ZONING REGULATIONS) OF TITLE 11 (ZONING) OF
THE SOUTH GATE MUNICIPAL CODE**

WHEREAS, the City Council of the City of South Gate adopted Ordinance No. 2022-05-CC adding Chapter 11.29 (Inclusionary Housing) to Division II (Zoning Regulations) of Title 11 (Zoning) of the South Gate Municipal Code (the "Inclusionary Housing Ordinance") to include inclusionary requirements to all residential developments within the City, including the residential component of mixed-used developments; and

WHEREAS, Section 11.29.100.B (Establishment, Payment, and Use of the Housing In-Lieu Fees) of Chapter 11.29 (Inclusionary Housing) to Division II (Zoning Regulations) of Title 11 (Zoning) provides that the City Council shall by resolution establish the amounts and calculations of the housing in-lieu fee which will be adjusted annually in July based on the annual percentage change in corresponding month in the Bureau of Labor Statistics Los Angeles/Long Beach/Anaheim Consumer Price Index – All Urban Consumers (CPI-U); and,

WHEREAS, the City Council, in determining the amounts and calculations of the housing in-lieu fee, has considered all evidence, written and oral, presented to the City Council, including, but not limited to, the Inclusionary Housing and In-Lieu Fee Study and Recommendation dated September 2, 2022 by RSG, Inc. in "Appendix 2" attached hereto.

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

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

SECTION 2. All defined terms, as indicated by initial capitalization, shall have the same meanings as in Chapter 11.29 (Inclusionary Housing), unless expressly provided otherwise.

SECTION 3. Pursuant to Section 11.29.100.B (Establishment, Payment, and Use of the Housing In-Lieu Fees) of Chapter 11.29 (Inclusionary Housing) of Division II (Zoning Regulations) of Title 11 (Zoning), the City Council hereby establishes the housing in-lieu fee as an amount equal to Twenty-Five and 00/100 Dollars (\$25) per square foot on all residential development within the City. The housing in-lieu fee amount shall be calculated by multiplying the amount of Twenty-Five and 00/100 Dollars (\$25) per square foot by the gross residential square feet of all units in the development project, as provided in the Sample Project In-Lieu Fee Calculations in "Appendix 1" attached hereto. For any development project that seeks to satisfy the inclusionary housing

requirement with a mix of on-site affordable units and the payment of a housing in-lieu fee, the amount of any such partial housing in-lieu fee shall be calculated by the Director of Community Development and verified by an independent consultant.

SECTION 4. Residential development projects which meet all the following criteria will not be required to pay the housing in-lieu fee adopted by this Resolution:

(a) A residential development project that has submitted any pre-development and/or development plan application that has been deemed complete by City staff and obtained any required discretionary approval as provided in Title 11 (Zoning) of the South Gate Municipal Code and such approval was given prior to the effective date of this Resolution;

(b) An inclusionary housing plan has been signed and approved by the Director of Community Development by the effective date of this Resolution; and

(c) A complete set of working drawings for the residential development project has been submitted for plan check to the Building and Safety Division of Community Development Department and the plan check fees have been paid prior to the effective date of this Resolution.

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

PASSED, APPROVED AND ADOPTED this 10th day of **November 2022**.

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: **DRAFT** _____
Raul F. Salinas, City Attorney

APPENDIX "1"
Sample Project In Lieu Fee Calculations

	Single Family				
Total Units	5	15	20	30	40
Estimated Unit Sq. Ft	1,700	1,700	1,700	1,700	1,700
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 212,500	\$ 637,500	\$ 850,000	\$ 1,275,000	\$ 1,700,000

	Townhome				
Total Units	5	15	20	30	40
Estimated Unit Sq. Ft	1,346	1,346	1,346	1,346	1,346
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 168,250	\$ 504,750	\$ 673,000	\$ 1,009,500	\$ 1,346,000

	Apartments				
Total Units	50	75	100	125	150
Estimated Unit Sq. Ft	839	839	839	839	839
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 1,048,750	\$ 1,573,125	\$ 2,097,500	\$ 2,621,875	\$ 3,146,250

APPENDIX "2"

Inclusionary Housing and In-Lieu Fee Study and Recommendation

[see attached]



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

Date: September 2, 2022

Via Electronic Mail

To: Meredith Elguira, Community Development Director
CITY OF SOUTH GATE

From: Jim Simon, Principal
Alexandra Lawrence, Associate
Monroe Roush, Analyst

SUBJECT: INCLUSIONARY HOUSING AND IN-LIEU FEE STUDY AND RECOMMENDATION

EXECUTIVE SUMMARY

This technical memorandum provides supporting information regarding the recommended in-lieu fees that the City of South Gate Community Development could charge applicants that are who are required to comply with the City's Inclusionary Housing Ordinance ("Ordinance") adopted on June 28, 2022. RSG has prepared this analysis supporting an in-lieu fee schedule that, if adopted as recommended by the City Council, would do the following:

1. Establish an in-lieu fee amount of **\$25.00 per square foot** on applicable residential development projects to be collected by the City that do not provide full on-site fulfillment of the City's Inclusionary Housing Ordinance (prorated for any partial on-site fulfillment); and
2. Provide that in-lieu payments received be deposited into a new Affordable Housing Trust Fund ("AHTF") to be managed by the City, which may be used to leverage other resources to produce, preserve, or protect affordable housing throughout South Gate (including, but not limited to, subsidizing affordable development, or providing housing grants and assistance).

This memorandum presents an analysis of housing affordability and the market economics of residential real estate development in South Gate, used to determine an appropriate in-lieu fee that would balance the need to produce affordable housing with the feasibility of residential development. Specifically, the memo presents the following information:

1. A brief background on inclusionary housing programs in California.
2. The methodology and preliminary analysis of prototypical residential development economics and affordable housing cost in South Gate.
3. A review of South Gate's adopted inclusionary housing ordinance and a survey of other communities' programs and fees.
4. Analysis of recommendations for a South Gate in-lieu fee option (See page 9-10 for a quick reference of program recommendations).

BACKGROUND

Inclusionary housing ordinances are enacted by cities and counties to require, as a condition of approval, that residential development applications include a portion of the units constructed in a project to be set aside for purchase or rent by lower income households. Inclusionary policies attempt to capture some of the value of rising real estate prices to provide a community benefit by using local land use controls to ensure that much-needed affordable housing is produced along with market rate units. It is a flexible tool that can be tailored to local circumstances. There is no one model policy, but rather a number of best practices to consider when designing one. It is only one part of an affordable housing strategy and should not be viewed as the sole way to address the need, which may still require public subsidies and other programs and tools.

The typical target household income levels for affordable housing are defined as Very Low, Low, and Moderate Income, for households that earn less than 50, 80 or 120 percent of area median income ("AMI") for Los Angeles County, respectively, as determined by California's Department of Housing and Community Development ("HCD"). "Affordable housing cost" is typically defined by HCD based on income limit categories and household size. Generally, total affordable housing costs cannot exceed 30¹ percent of household income. For renters, housing cost includes rent plus utilities. For home buyers, housing cost is generally mortgage principal and interest, plus taxes and insurance.

Affordable housing units are commonly restricted by covenants recorded on the property to ensure they remain affordable for a long duration, typically 55 years for rental and 45 years for ownership housing. After that period, it is not uncommon for units to be rehabilitated and the covenants to be extended, often requiring public subsidies. In some cases, such as when a land trust or other public entity retains ownership of the land or units, they can remain affordable in perpetuity.

Inclusionary housing policies are typically enacted by ordinances passed by the legislative body. Over 170 such ordinances or policies have been enacted in California and are prevalent in Los Angeles County.

Government Code Section 65850(g) requires that inclusionary housing ordinances contain alternative means for compliance, including but not limited to the payment of in-lieu fees, land dedication, off-site construction, and preservation of existing units. In our experience, most ordinances provide several such alternatives, but in-lieu fees that are generally equivalent to the net development cost of providing affordable housing on-site are most common. Many cities prefer the collection of fees in-lieu because these resources can be leveraged with other local, regional, State and Federal funds to produce a larger quantity of affordable housing. In addition, by combining these resources and making them available to affordable housing developers, cities can subsidize units at much deeper affordability levels than may be feasible within market-rate developments. In a typical leveraged financing program for affordable housing development, the local contribution may represent only 5% to 20% of the total cost.

¹ With the exception of ownership housing sold to moderate income buyers, which can be 35 percent of household income.

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COMPONENTS OF SOUTH GATE'S INCLUSIONARY HOUSING ORDINANCE

The City adopted the Ordinance on June 28, 2022. The Ordinance requires production of inclusionary housing for rental and ownership housing, which would generally apply to all market rate residential and mixed-use projects in the City over 10 units. Projects with 10 units or less are not required to produce inclusionary housing on-site and instead are charged the in-lieu fee. Initially, these requirements are lower and phased in over a three-year period subject to approval by the City Council at each anniversary of the Ordinance.

Table 1 below summarizes the inclusionary requirements as proposed:

Table 1: South Gate's Inclusionary Housing Ordinance

	Rental Projects	Ownership Projects
For the 12-month period commencing on the effective date of this chapter, Projects with more than 10 Units:	8% affordable to Low-Income or 6% affordable to Very Low-Income Households	10% affordable to Moderate-Income Households
Subject to the approval of the City Council, for the 12-month period commencing on the first anniversary of the effective date of this chapter, Projects with more than 10 Units:	10% affordable to Low-Income or 8% affordable to Very Low-Income Households	12% affordable to Moderate-Income Households
Subject to the approval of the City Council, from and after the second anniversary of the effective date of this chapter, Projects with more than 10 Units	12% affordable to Low-Income or 10% affordable to Very Low-Income Households	14% affordable to Moderate-Income Households
Projects with 10 Units or less	Fee Only	Fee Only

Other provisions of the ordinance include but are not limited to the following:

1. Units must remain affordable for a period of 55 years for both rental and ownership projects.
2. The Ordinance provides multiple alternative means of compliance, including off-site unit production (elsewhere in the City), land donation, conversion of market rate units to affordable housing, extension of at-risk affordable housing covenants in the City, and payment of in-lieu fees.

3. The Ordinance provides three types of applications that are not subject to the inclusionary housing requirement. These include most projects where an existing single unit is being replaced due to demolition or destruction, many types of 100 percent affordable housing projects, and accessory dwelling units.

IN LIEU FEE OPTIONS AND BEST PRACTICES

Like most inclusionary housing ordinances, South Gate's Ordinance permits the payment of in-lieu fees as an alternative means of compliance for on-site fulfillment. This section provides general guidance on how such in-lieu fees may be used to advance the production of affordable housing in South Gate.

How can in-lieu fees be used?

The City can direct the in-lieu fees to support a variety of housing programs, including loans or grants to subsidize affordable housing development, acquisition of land, and program administration. In-lieu fees can also be used as a matching grant or be combined with other local, regional, State, or Federal funding sources to leverage local funds and expand the number of affordable units and deepen their level of affordability.

Can the City use these funds in partnership with the Housing Authority or other third party affordable housing developers?

The City can use in-lieu fees to purchase land to be used for the development of affordable housing. The South Gate Housing Authority is currently pursuing several infill housing projects on redevelopment sites and additional funds could assist these or other projects in the future. Similarly, the Ordinance provides the authority to engage other third party affordable housing developers in a similar capacity.

How should the amount of an in-lieu fee be set?

As a starting point, the in-lieu fee should reflect the true cost of producing on-site units. For example, if a developer/applicant faced a net loss of \$1 million to produce affordable housing, the corresponding in-lieu fee should be \$1 million if that same developer were to decline the option to build on-site.

If the fee is lower, developers are very likely to pay it rather than construct the required inclusionary affordable units on-site. Some cities prefer fees that are lower than cost so they can aggregate and leverage those funds to produce more units at deeper affordability, and not unnecessarily discourage market rate housing development. Cities are also apt to compare fees across jurisdictions as a means to remain a competitive and attractive housing market, even at the risk of collecting less dollars with a fee that does not offer comparable compensation to on-site production.

The cost of providing an inclusionary unit will vary by what income level is required and the size and type of unit. A standard in-lieu fee can only approximate these costs based on the range of policy options being included.

The in-lieu fee will need to change over time to reflect changes in construction costs, inflation, and other market factors. While an inclusionary policy is usually adopted by an ordinance, the in-lieu fee is best adopted by resolution since amending the ordinance on a regular basis can be more costly and time-consuming. RSG recommends that as part of the annual Ordinance review, the number of applications

where in-lieu fees are paid among all the alternative means of compliance be a suitable means for tracking the overall effectiveness and fairness of any ordinance and in-lieu fee schedule.

Fees can also differ in terms of how they are calculated. Generally there are two approaches: on a per-square-foot basis or on a per unit basis. The in-lieu fee per unit is popular because it is standardized and therefore easy to calculate and because developers evaluate projects in terms of cost per unit. The drawback with establishing a fee per unit is that it does not adjust for the size of units, and in some cases the sizes of units can vary. Generally, RSG advises our clients to establish an in-lieu fee on a per square foot basis.

What is the process and standard for requesting a waiver or reduction of the requirement?

The inclusionary requirement should provide a clear and specific process for a developer to request a waiver or reduction, and the standards by which the request will be evaluated. The process should only be used in rare cases, and the developer must have to show economic hardship (the inability to achieve a profit) which can be verified by an independent third-party review.

IN LIEU FEE METHODOLOGY AND ANALYSIS

As mentioned above, the in-lieu fee should reflect the true cost of producing on-site units, which is commonly based on estimates around typical projects that the jurisdiction may see in the future. To provide a foundation for the recommended in lieu fee, RSG considered the cost of development, including land, construction, and a reasonable profit, as compared to what the market would pay for the improved property.

RSG looked at three different types of residential development: single-family detached homes and townhomes for-sale, and multifamily rental properties. Based on recent residential development applications, RSG formulated prototypical projects considering the size, density, and features for single family detached, townhome, and multifamily rental developments in the City.

Table 2 on the following page is a summary of the three development prototypes' characteristics and average construction costs (excludes cost of land).

Table 2: Development Prototypes

	SINGLE FAMILY (Ownership)	TOWNHOME (Ownership)	APARTMENT (Rental)
Acres	1	1	4
Units/Acre	12	35	50
Units	12	35	200
Gross SF	20,400	47,100	167,820
Average Unit Sq. Ft	1,700	1,346	839
Bedrooms			
1Br	0	0	90
2Br	0	18	80
3Br	12	17	30
Construction Cost	\$ 8,323,500	\$ 19,809,000	\$ 69,989,000
Cost Per Unit	\$ 693,625	\$ 565,971	\$ 349,945
Cost Per Square Foot	\$ 408	\$ 421	\$ 417

Next, RSG evaluated the amount that lower income households of various size and income levels could afford to pay for each of the three prototypes. RSG used HCD's income limits table of households by size and income level for 2022 as shown in Table 3 below:

Table 3: 2022 HCD Income Limits by Household Size

Income Category	% of AMI	Household Size			
		1	2	3	4
Extremely Low	30%	\$25,050	\$28,600	\$32,200	\$35,750
Very Low	50%	\$41,700	\$47,650	\$53,600	\$59,550
Low	80%	\$66,750	\$76,250	\$85,800	\$95,300
Median		\$63,750	\$72,900	\$82,000	\$91,100
Moderate	120%	\$76,500	\$87,450	\$98,350	\$109,300

HCD sets "affordable housing costs" (rents and monthly house payments) based on a cost limit of 30 percent of household income (35 percent for Moderate homebuyers). Based on the three prototypes for residential development noted in Table 2 earlier, RSG focused its inclusionary unit cost analysis on a two-person household size for the one-bedroom apartments, three-person household size for the two-bedroom apartments and townhomes, and a four-person household size for the three-bedroom apartments, townhomes, and single-family homes, consistent with HCD standards for defining "affordable housing cost".

Single Family and Townhome – Inclusionary Unit Cost Analysis

Affordable purchase prices are driven by HCD limits on total monthly housing costs, inclusive of property taxes, insurance, mortgage principal and interest, and homeowners' association costs (if applicable). The difference between the supportable affordable purchase price (the amount a lower income household can afford to pay) and the estimated market price of each home creates a financial gap that a developer would recover by increasing the price of the market rate units in the project. This increase in price represents the cost to produce an inclusionary unit on-site.

Table 4 details the approximate net cost per unit if South Gate's inclusionary housing requirement was applied to the single family and townhome prototype projects.

Table 4: Cost to Produce Inclusionary Ownership Unit On-site (Per Unit and Per SF)

	TOWNHOME		SINGLE FAMILY	
Units		35		12
Average Unit Sq. Ft		1,346		1,700
Inclusionary Requirement		10%		10%
Market Sales Price Per Unit, without Inclusionary	\$	670,000	\$	920,000
Max Affordable Purchase Price Per Unit		402,444		427,148
Financial Gap		267,556		492,852
Cost to Produce Inclusionary Unit Onsite ¹	\$	35,000	\$	45,000
Cost Per Sq. Ft	\$	26	\$	26

1/ Difference between price of housing without inclusionary and affordable unit spread across all market rate units.

Apartment Cost – Inclusionary Units Cost Analysis

Affordable rents are driven by HCD limits on total monthly housing costs, inclusive of a reasonable utility allowance. The gap between the affordable rent and the estimated market rent reduces the project income needed to make a project feasible. This financial gap is equal to the loss in land value as a result of producing an inclusionary unit and represents the cost to produce an inclusionary unit on-site. Table 5 details the approximate net cost per unit if South Gate's inclusionary housing requirement was applied to the apartment prototype project.

Table 5: Cost to Produce Inclusionary Rental Unit On-site (Per Unit and Per SF)

	APARTMENT	
Units	200	200
Average Unit Sq. Ft	839	839
Inclusionary Requirement	8% (Low)	6% (VL)
Development Cost Per Unit	\$ 419,945	\$ 419,945
Project Return Per Unit ¹	393,850	399,200
Financial Gap	26,095	20,745
Cost to Produce Inclusionary Unit Onsite	\$ 26,095	\$ 20,745
Cost Per Sq. Ft	\$ 31	\$ 25

1/ Represents discounted cash flow valuation over 10-year period.

In Lieu Fee Calculation

As indicated in Tables 4 and 5, RSG has calculated the equivalent in-lieu fee to producing units onsite would range between \$25-\$31 per square foot depending on the type of project. For simplicity, RSG recommends an in-lieu fee amount of **\$25.00 per square foot** on all residential development, which is roughly in balance with the inclusionary requirement so that developers may be likely to choose either method of compliance. Example in lieu fee calculations for sample projects can be found in Appendix 1.

In Lieu Fee Comparison

RSG surveyed Los Angeles County communities that had an inclusionary requirement and found that the in-lieu fee amounts varied considerably and were not necessarily in proportion to the true cost of the inclusionary percentage required. Table 7 details neighboring communities' inclusionary requirements and each community's fee as applied to South Gate prototype projects. RSG's recommended fee of \$25 per square foot falls within the range of compared fees, which are \$10-\$71 for rental projects and \$14-\$53 for townhome and single family projects

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Table 7: Regional Communities with Inclusionary Requirements and In-Lieu Fees

City ¹	Minimum Units		Inclusionary Req		Fee Type	In Lieu Fee Per Unit			In Lieu Fee Per Sq Ft		
	Rental	Ownership	Rental	Ownership		Rental	Townhome (Ownership)	Single Family (Ownership)	Rental	Townhome (Ownership)	Single Family (Ownership)
Agoura Hills	10	10	15%	15%	Unit	\$39,029	\$19,524	\$64,050	\$47	\$15	\$38
Burbank	5	5	15%	15%	SF	\$8,617	\$27,014	\$27,982	\$10	\$20	\$16
Calabasas	5	5	5-20%	5-20%	Unit	\$19,262	\$48,875	\$67,963	\$23	\$36	\$40
Claremont	7	7	15%	15%	Unit	\$23,500	\$23,500	\$23,500	\$28	\$17	\$14
Glendale ²	8	N/A	15%	N/A	SF	\$46,145	N/A	N/A	\$55	N/A	N/A
Long Beach (Phased)	10	10	5-11%	5-11%	SF	\$17,451	\$18,844	\$23,800	\$21	\$14	\$14
Pasadena ³	10	10	20%	20%	SF	\$39,836	\$42,264	\$53,380	\$47	\$31	\$31
Santa Monica ²	2	4	5-100%	5-25%	SF	-\$59,905	-\$71,230	-\$89,981	-\$71	-\$53	-\$53
						\$29,785	N/A	N/A	\$36	N/A	N/A

1/ Alhambra and West Hollywood have an in lieu fee that would not apply to the prototype projects and have been excluded. Cudahy, Downey, and Rancho Palos Verdes have not published a fee schedule to date.

2/ Fee would not apply to single family and townhome prototype projects.

3/ Fee schedule allows a range of fees based on the location within city.

RECOMMENDATION

Based on the foregoing analysis, best practices, and input from Council, RSG recommends that an in-lieu fee be prepared through the City Attorney's Office of the City of South Gate for consideration by the City Council, based on the following parameters:

In-lieu fee alternative:	Regardless as to how they intend to meet the inclusionary requirements, applicants must submit an inclusionary housing plan, subject to approval by the Director of Community Development, demonstrating their plan for fulfilling the City's inclusionary housing requirement. At the applicant's option, all or a portion of whole units required may be satisfied by payment of an in-lieu fee. Any partial fulfillment would be determined on a prorated basis. The City Council, by resolution, shall establish the amounts and calculation of the housing in-lieu fee.
Affordable Housing Trust Fund (AHTF):	<p>The City shall create an AHTF. All housing in-lieu fees paid to the City shall be deposited into the AHTF for use by the City to fund the development or preservation of housing situated within the City limits that is affordable to households of lower and moderate incomes, including, but not limited to:</p> <ul style="list-style-type: none"> the acquisition of property, costs of construction or rehabilitation, including costs associated with planning, administration and design, as well as actual building or installation costs, and program administration.

	Housing assisted with housing in-lieu fees shall be subject to a minimum 55-year affordability agreement encumbering the site where the assisted housing is situated.
Timing of in-lieu payment:	Payment of an in-lieu fee shall be made prior to the issuance of the first Certificate of Occupancy for the development project, regardless of phasing.
In-lieu fee amount:	<p>The in-lieu fee amount may be set or changed at any time by a Resolution of the City Council.</p> <p>The recommended initial in-lieu fee amount would be <u>\$25.00 per square foot</u> multiplied by the total square feet of all units in the development project.</p> <p>In the case of a project that satisfies the requirement with a mix of on-site affordable units and an in-lieu fee, RSG recommends an independent consultant verify the partial fee required.</p>

Appendix 1: Sample Project In Lieu Fee Calculations

	Single Family				
Total Units	5	15	20	30	40
Estimated Unit Sq. Ft	1,700	1,700	1,700	1,700	1,700
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 212,500	\$ 637,500	\$ 850,000	\$ 1,275,000	\$ 1,700,000

	Townhome				
Total Units	5	15	20	30	40
Estimated Unit Sq. Ft	1,346	1,346	1,346	1,346	1,346
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 168,250	\$ 504,750	\$ 673,000	\$ 1,009,500	\$ 1,346,000

	Apartments				
Total Units	50	75	100	125	150
Estimated Unit Sq. Ft	839	839	839	839	839
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 1,048,750	\$ 1,573,125	\$ 2,097,500	\$ 2,621,875	\$ 3,146,250

SOUTH GATE PRESS

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

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

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California }
County of LOS ANGELES } ss

Notice Type: HRG - NOTICE OF HEARING


Ad Description:
Housing In-Lieu Fee

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

10/27/2022

Executed on: 10/27/2022
At Los Angeles, California

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



Signature



Email

This space for filing stamp only

Office of the
South Gate City Clerk

OCT 31 2022

FILED

PRE#: 3636421

PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate will hold a public hearing to consider establishing a housing in-lieu pursuant to the City's Inclusionary Housing Ordinance, Section 11.29 of the City of South Gate Municipal Code.

DATE OF HEARING: Thursday, November 10, 2022

TIME OF HEARING: 6:30 am

LOCATION OF HEARING: Members of the public wishing to observe the meeting may join through a Call-In Conference. For the updated Dial-In Number and Conference Code for the November 10, 2022 City Council meeting, please visit the City's website at www.cityofsouthgate.org/AgendaCenter

PROJECT LOCATION: City Wide

PROJECT DESCRIPTION: Public Hearing to make a establish the amount and calculation methodology for the housing in-lieu fee pursuant to South Gate Municipal Code Section 11.29.100.

INVITATION TO BE HEARD: All interested persons are invited to the public hearing to be heard in favor of or in opposition to the proposed resolution or to provide comments. In addition, written comments may be submitted to the Community Development Department prior to the hearing. If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this Notice, or in written correspondence delivered to the City of South Gate prior to or at the public hearing.

Those desiring a copy of the staff report or further information related to this project should contact:

Contact:
Jose Montano, Acting Administrative Service Coordinator

Community Development Department
Phone: 323-563-9529

E-mail: jmontano@sogate.org

Mailing Address:
Community Development Department

City of South Gate
8650 California Avenue

South Gate, CA 90280-3075

Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9529.

10/27/22

PRE-3636421#

SOUTH GATE PRESS

OCT 18 2022

FILED

**PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate will hold a public hearing to consider establishing a housing in-lieu pursuant to the City's Inclusionary Housing Ordinance, Section 11.29 of the City of South Gate Municipal Code.

DATE OF HEARING: Thursday, November 10, 2022

TIME OF HEARING: 7:00 pm

LOCATION OF HEARING: Members of the public wishing to observe the meeting may join through a Call-In Conference. For the updated Dial-In Number and Conference Code for the November 10, 2022 City Council meeting, please visit the City's website at www.cityofsouthgate.org/AgendaCenter

PROJECT LOCATION: City Wide

PROJECT DESCRIPTION: Public Hearing to make a establish the amount and calculation methodology for the housing in-lieu fee pursuant to South Gate Municipal Code Section 11.29.100.

INVITATION TO BE HEARD: All interested persons are invited to the public hearing to be heard in favor of or in opposition to the proposed resolution or to provide comments. In addition, written comments may be submitted to the Community Development Department prior to the hearing. If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this Notice, or in written correspondence delivered to the City of South Gate prior to or at the public hearing.

Those desiring a copy of the staff report or further information related to this project should contact:

Contact: Jose Montano, Acting Administrative Service Coordinator
Community Development Department
Phone: 323-563-9529
E-mail: jmontano@sogate.org

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

Published: October 27, 2022

Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9529.



17872 GILLETTE AVE.
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IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
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Date: September 2, 2022 Via Electronic Mail

To: Meredith Elguira, Community Development Director
CITY OF SOUTH GATE

From: Jim Simon, Principal
Alexandra Lawrence, Associate
Monroe Roush, Analyst

SUBJECT: INCLUSIONARY HOUSING AND IN-LIEU FEE STUDY AND RECOMMENDATION

EXECUTIVE SUMMARY

This technical memorandum provides supporting information regarding the recommended in-lieu fees that the City of South Gate Community Development could charge applicants that are who are required to comply with the City's Inclusionary Housing Ordinance ("Ordinance") adopted on June 28, 2022. RSG has prepared this analysis supporting an in-lieu fee schedule that, if adopted as recommended by the City Council, would do the following:

1. Establish an in-lieu fee amount of **\$25.00 per square foot** on applicable residential development projects to be collected by the City that do not provide full on-site fulfillment of the City's Inclusionary Housing Ordinance (prorated for any partial on-site fulfillment); and
2. Provide that in-lieu payments received be deposited into a new Affordable Housing Trust Fund ("AHTF") to be managed by the City, which may be used to leverage other resources to produce, preserve, or protect affordable housing throughout South Gate (including, but not limited to, subsidizing affordable development, or providing housing grants and assistance).

This memorandum presents an analysis of housing affordability and the market economics of residential real estate development in South Gate, used to determine an appropriate in-lieu fee that would balance the need to produce affordable housing with the feasibility of residential development. Specifically, the memo presents the following information:

1. A brief background on inclusionary housing programs in California.
2. The methodology and preliminary analysis of prototypical residential development economics and affordable housing cost in South Gate.
3. A review of South Gate's adopted inclusionary housing ordinance and a survey of other communities' programs and fees.
4. Analysis of recommendations for a South Gate in-lieu fee option (See page 9-10 for a quick reference of program recommendations).

BACKGROUND

Inclusionary housing ordinances are enacted by cities and counties to require, as a condition of approval, that residential development applications include a portion of the units constructed in a project to be set aside for purchase or rent by lower income households. Inclusionary policies attempt to capture some of the value of rising real estate prices to provide a community benefit by using local land use controls to ensure that much-needed affordable housing is produced along with market rate units. It is a flexible tool that can be tailored to local circumstances. There is no one model policy, but rather a number of best practices to consider when designing one. It is only one part of an affordable housing strategy and should not be viewed as the sole way to address the need, which may still require public subsidies and other programs and tools.

The typical target household income levels for affordable housing are defined as Very Low, Low, and Moderate Income, for households that earn less than 50, 80 or 120 percent of area median income ("AMI") for Los Angeles County, respectively, as determined by California's Department of Housing and Community Development ("HCD"). "Affordable housing cost" is typically defined by HCD based on income limit categories and household size. Generally, total affordable housing costs cannot exceed 30¹ percent of household income. For renters, housing cost includes rent plus utilities. For home buyers, housing cost is generally mortgage principal and interest, plus taxes and insurance.

Affordable housing units are commonly restricted by covenants recorded on the property to ensure they remain affordable for a long duration, typically 55 years for rental and 45 years for ownership housing. After that period, it is not uncommon for units to be rehabilitated and the covenants to be extended, often requiring public subsidies. In some cases, such as when a land trust or other public entity retains ownership of the land or units, they can remain affordable in perpetuity.

Inclusionary housing policies are typically enacted by ordinances passed by the legislative body. Over 170 such ordinances or policies have been enacted in California and are prevalent in Los Angeles County.

Government Code Section 65850(g) requires that inclusionary housing ordinances contain alternative means for compliance, including but not limited to the payment of in-lieu fees, land dedication, off-site construction, and preservation of existing units. In our experience, most ordinances provide several such alternatives, but in-lieu fees that are generally equivalent to the net development cost of providing affordable housing on-site are most common. Many cities prefer the collection of fees in-lieu because these resources can be leveraged with other local, regional, State and Federal funds to produce a larger quantity of affordable housing. In addition, by combining these resources and making them available to affordable housing developers, cities can subsidize units at much deeper affordability levels than may be feasible within market-rate developments. In a typical leveraged financing program for affordable housing development, the local contribution may represent only 5% to 20% of the total cost.

¹ With the exception of ownership housing sold to moderate income buyers, which can be 35 percent of household income.

COMPONENTS OF SOUTH GATE'S INCLUSIONARY HOUSING ORDINANCE

The City adopted the Ordinance on June 28, 2022. The Ordinance requires production of inclusionary housing for rental and ownership housing, which would generally apply to all market rate residential and mixed-use projects in the City over 10 units. Projects with 10 units or less are not required to produce inclusionary housing on-site and instead are charged the in-lieu fee. Initially, these requirements are lower and phased in over a three-year period subject to approval by the City Council at each anniversary of the Ordinance.

Table 1 below summarizes the inclusionary requirements as proposed:

Table 1: South Gate's Inclusionary Housing Ordinance

	Rental Projects	Ownership Projects
For the 12-month period commencing on the effective date of this chapter, Projects with more than 10 Units:	8% affordable to Low-Income or 6% affordable to Very Low-Income Households	10% affordable to Moderate-Income Households
Subject to the approval of the City Council, for the 12-month period commencing on the first anniversary of the effective date of this chapter, Projects with more than 10 Units:	10% affordable to Low-Income or 8% affordable to Very Low-Income Households	12% affordable to Moderate-Income Households
Subject to the approval of the City Council, from and after the second anniversary of the effective date of this chapter, Projects with more than 10 Units	12% affordable to Low-Income or 10% affordable to Very Low-Income Households	14% affordable to Moderate-Income Households
Projects with 10 Units or less	Fee Only	Fee Only

Other provisions of the ordinance include but are not limited to the following:

1. Units must remain affordable for a period of 55 years for both rental and ownership projects.
2. The Ordinance provides multiple alternative means of compliance, including off-site unit production (elsewhere in the City), land donation, conversion of market rate units to affordable housing, extension of at-risk affordable housing covenants in the City, and payment of in-lieu fees.

3. The Ordinance provides three types of applications that are not subject to the inclusionary housing requirement. These include most projects where an existing single unit is being replaced due to demolition or destruction, many types of 100 percent affordable housing projects, and accessory dwelling units.

IN LIEU FEE OPTIONS AND BEST PRACTICES

Like most inclusionary housing ordinances, South Gate's Ordinance permits the payment of in-lieu fees as an alternative means of compliance for on-site fulfillment. This section provides general guidance on how such in-lieu fees may be used to advance the production of affordable housing in South Gate.

How can in-lieu fees be used?

The City can direct the in-lieu fees to support a variety of housing programs, including loans or grants to subsidize affordable housing development, acquisition of land, and program administration. In-lieu fees can also be used as a matching grant or be combined with other local, regional, State, or Federal funding sources to leverage local funds and expand the number of affordable units and deepen their level of affordability.

Can the City use these funds in partnership with the Housing Authority or other third party affordable housing developers?

The City can use in-lieu fees to purchase land to be used for the development of affordable housing. The South Gate Housing Authority is currently pursuing several infill housing projects on redevelopment sites and additional funds could assist these or other projects in the future. Similarly, the Ordinance provides the authority to engage other third party affordable housing developers in a similar capacity.

How should the amount of an in-lieu fee be set?

As a starting point, the in-lieu fee should reflect the true cost of producing on-site units. For example, if a developer/applicant faced a net loss of \$1 million to produce affordable housing, the corresponding in-lieu fee should be \$1 million if that same developer were to decline the option to build on-site.

If the fee is lower, developers are very likely to pay it rather than construct the required inclusionary affordable units on-site. Some cities prefer fees that are lower than cost so they can aggregate and leverage those funds to produce more units at deeper affordability, and not unnecessarily discourage market rate housing development. Cities are also apt to compare fees across jurisdictions as a means to remain a competitive and attractive housing market, even at the risk of collecting less dollars with a fee that does not offer comparable compensation to on-site production.

The cost of providing an inclusionary unit will vary by what income level is required and the size and type of unit. A standard in-lieu fee can only approximate these costs based on the range of policy options being included.

The in-lieu fee will need to change over time to reflect changes in construction costs, inflation, and other market factors. While an inclusionary policy is usually adopted by an ordinance, the in-lieu fee is best adopted by resolution since amending the ordinance on a regular basis can be more costly and time-consuming. RSG recommends that as part of the annual Ordinance review, the number of applications

where in-lieu fees are paid among all the alternative means of compliance be a suitable means for tracking the overall effectiveness and fairness of any ordinance and in-lieu fee schedule.

Fees can also differ in terms of how they are calculated. Generally there are two approaches: on a per-square-foot basis or on a per unit basis. The in-lieu fee per unit is popular because it is standardized and therefore easy to calculate and because developers evaluate projects in terms of cost per unit. The drawback with establishing a fee per unit is that it does not adjust for the size of units, and in some cases the sizes of units can vary. Generally, RSG advises our clients to establish an in-lieu fee on a per square foot basis.

What is the process and standard for requesting a waiver or reduction of the requirement?

The inclusionary requirement should provide a clear and specific process for a developer to request a waiver or reduction, and the standards by which the request will be evaluated. The process should only be used in rare cases, and the developer must have to show economic hardship (the inability to achieve a profit) which can be verified by an independent third-party review.

IN LIEU FEE METHODOLOGY AND ANALYSIS

As mentioned above, the in-lieu fee should reflect the true cost of producing on-site units, which is commonly based on estimates around typical projects that the jurisdiction may see in the future. To provide a foundation for the recommended in lieu fee, RSG considered the cost of development, including land, construction, and a reasonable profit, as compared to what the market would pay for the improved property.

RSG looked at three different types of residential development: single-family detached homes and townhomes for-sale, and multifamily rental properties. Based on recent residential development applications, RSG formulated prototypical projects considering the size, density, and features for single family detached, townhome, and multifamily rental developments in the City.

Table 2 on the following page is a summary of the three development prototypes' characteristics and average construction costs (excludes cost of land).

Table 2: Development Prototypes

	SINGLE FAMILY (Ownership)	TOWNHOME (Ownership)	APARTMENT (Rental)
Acres	1	1	4
Units/Acre	12	35	50
Units	12	35	200
Gross SF	20,400	47,100	167,820
Average Unit Sq. Ft	1,700	1,346	839
Bedrooms			
1Br	0	0	90
2Br	0	18	80
3Br	12	17	30
Construction Cost	\$ 8,323,500	\$ 19,809,000	\$ 69,989,000
Cost Per Unit	\$ 693,625	\$ 565,971	\$ 349,945
Cost Per Square Foot	\$ 408	\$ 421	\$ 417

Next, RSG evaluated the amount that lower income households of various size and income levels could afford to pay for each of the three prototypes. RSG used HCD's income limits table of households by size and income level for 2022 as shown in Table 3 below:

Table 3: 2022 HCD Income Limits by Household Size

Income Category	% of AMI	Household Size			
		1	2	3	4
Extremely Low	30%	\$25,050	\$28,600	\$32,200	\$35,750
Very Low	50%	\$41,700	\$47,650	\$53,600	\$59,550
Low	80%	\$66,750	\$76,250	\$85,800	\$95,300
Median		\$63,750	\$72,900	\$82,000	\$91,100
Moderate	120%	\$76,500	\$87,450	\$98,350	\$109,300

HCD sets "affordable housing costs" (rents and monthly house payments) based on a cost limit of 30 percent of household income (35 percent for Moderate homebuyers). Based on the three prototypes for residential development noted in Table 2 earlier, RSG focused its inclusionary unit cost analysis on a two-person household size for the one-bedroom apartments, three-person household size for the two-bedroom apartments and townhomes, and a four-person household size for the three-bedroom apartments, townhomes, and single-family homes, consistent with HCD standards for defining "affordable housing cost".

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Single Family and Townhome – Inclusionary Unit Cost Analysis

Affordable purchase prices are driven by HCD limits on total monthly housing costs, inclusive of property taxes, insurance, mortgage principal and interest, and homeowners' association costs (if applicable). The difference between the supportable affordable purchase price (the amount a lower income household can afford to pay) and the estimated market price of each home creates a financial gap that a developer would recover by increasing the price of the market rate units in the project. This increase in price represents the cost to produce an inclusionary unit on-site.

Table 4 details the approximate net cost per unit if South Gate's inclusionary housing requirement was applied to the single family and townhome prototype projects.

Table 4: Cost to Produce Inclusionary Ownership Unit On-site (Per Unit and Per SF)

	TOWNHOME		SINGLE FAMILY	
Units		35		12
Average Unit Sq. Ft		1,346		1,700
Inclusionary Requirement		10%		10%
Market Sales Price Per Unit, without Inclusionary	\$	670,000	\$	920,000
Max Affordable Purchase Price Per Unit		402,444		427,148
Financial Gap		267,556		492,852
Cost to Produce Inclusionary Unit Onsite ¹	\$	35,000	\$	45,000
Cost Per Sq. Ft	\$	26	\$	26

1/ Difference between price of housing without inclusionary and affordable unit spread across all market rate units.

Apartment Cost – Inclusionary Units Cost Analysis

Affordable rents are driven by HCD limits on total monthly housing costs, inclusive of a reasonable utility allowance. The gap between the affordable rent and the estimated market rent reduces the project income needed to make a project feasible. This financial gap is equal to the loss in land value as a result of producing an inclusionary unit and represents the cost to produce an inclusionary unit on-site. Table 5 details the approximate net cost per unit if South Gate's inclusionary housing requirement was applied to the apartment prototype project.

Table 5: Cost to Produce Inclusionary Rental Unit On-site (Per Unit and Per SF)

	APARTMENT	
Units	200	200
Average Unit Sq. Ft	839	839
Inclusionary Requirement	8% (Low)	6% (VL)
Development Cost Per Unit	\$ 419,945	\$ 419,945
Project Return Per Unit ¹	393,850	399,200
Financial Gap	26,095	20,745
Cost to Produce Inclusionary Unit Onsite	\$ 26,095	\$ 20,745
Cost Per Sq. Ft	\$ 31	\$ 25

1/ Represents discounted cash flow valuation over 10-year period.

In Lieu Fee Calculation

As indicated in Tables 4 and 5, RSG has calculated the equivalent in-lieu fee to producing units onsite would range between \$25-\$31 per square foot depending on the type of project. For simplicity, RSG recommends an in-lieu fee amount of **\$25.00 per square foot** on all residential development, which is roughly in balance with the inclusionary requirement so that developers may be likely to choose either method of compliance. Example in lieu fee calculations for sample projects can be found in Appendix 1.

In Lieu Fee Comparison

RSG surveyed Los Angeles County communities that had an inclusionary requirement and found that the in-lieu fee amounts varied considerably and were not necessarily in proportion to the true cost of the inclusionary percentage required. Table 7 details neighboring communities' inclusionary requirements and each community's fee as applied to South Gate prototype projects. RSG's recommended fee of \$25 per square foot falls within the range of compared fees, which are \$10-\$71 for rental projects and \$14-\$53 for townhome and single family projects

Table 7: Regional Communities with Inclusionary Requirements and In-Lieu Fees

City ¹	Minimum Units		Inclusionary Req		Fee Type	In Lieu Fee Per Unit			In Lieu Fee Per Sq Ft		
	Rental	Ownership	Rental	Ownership		Rental	Townhome (Ownership)	Single Family (Ownership)	Rental	Townhome (Ownership)	Single Family (Ownership)
Agoura Hills	10	10	15%	15%	Unit	\$39,029	\$19,524	\$64,050	\$47	\$15	\$38
Burbank	5	5	15%	15%	SF	\$8,617	\$27,014	\$27,982	\$10	\$20	\$16
Calabasas	5	5	5-20%	5-20%	Unit	\$19,282	\$48,875	\$67,963	\$23	\$36	\$40
Claremont	7	7	15%	15%	Unit	\$23,500	\$23,500	\$23,500	\$28	\$17	\$14
Glendale ²	8	N/A	15%	N/A	SF	\$46,145	N/A	N/A	\$55	N/A	N/A
Long Beach (Phased)	10	10	5-11%	5-11%	SF	\$17,451	\$18,844	\$23,800	\$21	\$14	\$14
Pasadena ³	10	10	20%	20%	SF	\$39,836	\$42,264	\$53,380	\$47	\$31	\$31
Santa Monica ²	2	4	5-100%	5-25%	SF	\$59,905	\$71,230	\$89,981	\$71	\$53	\$53
						\$29,785	N/A	N/A	\$36	N/A	N/A

1/ Alhambra and West Hollywood have an in lieu fee that would not apply to the prototype projects and have been excluded. Cudahy, Downey, and Rancho Palos Verdes have not published a fee schedule to date.

2/ Fee would not apply to single family and townhome prototype projects.

3/ Fee schedule allows a range of fees based on the location within city.

RECOMMENDATION

Based on the foregoing analysis, best practices, and input from Council, RSG recommends that an in-lieu fee be prepared through the City Attorney's Office of the City of South Gate for consideration by the City Council, based on the following parameters:

In-lieu fee alternative:	Regardless as to how they intend to meet the inclusionary requirements, applicants must submit an inclusionary housing plan, subject to approval by the Director of Community Development, demonstrating their plan for fulfilling the City's inclusionary housing requirement. At the applicant's option, all or a portion of whole units required may be satisfied by payment of an in-lieu fee. Any partial fulfillment would be determined on a prorated basis. The City Council, by resolution, shall establish the amounts and calculation of the housing in-lieu fee.
Affordable Housing Trust Fund (AHTF):	The City shall create an AHTF. All housing in-lieu fees paid to the City shall be deposited into the AHTF for use by the City to fund the development or preservation of housing situated within the City limits that is affordable to households of lower and moderate incomes, including, but not limited to: <ul style="list-style-type: none"> the acquisition of property, costs of construction or rehabilitation, including costs associated with planning, administration and design, as well as actual building or installation costs, and program administration.

	Housing assisted with housing in-lieu fees shall be subject to a minimum 55-year affordability agreement encumbering the site where the assisted housing is situated.
Timing of in-lieu payment:	Payment of an in-lieu fee shall be made prior to the issuance of the first Certificate of Occupancy for the development project, regardless of phasing.
In-lieu fee amount:	<p>The in-lieu fee amount may be set or changed at any time by a Resolution of the City Council.</p> <p>The recommended initial in-lieu fee amount would be <u>\$25.00 per square foot</u> multiplied by the total square feet of all units in the development project.</p> <p>In the case of a project that satisfies the requirement with a mix of on-site affordable units and an in-lieu fee, RSG recommends an independent consultant verify the partial fee required.</p>

Appendix 1: Sample Project In Lieu Fee Calculations

	Single Family				
Total Units	5	15	20	30	40
Estimated Unit Sq. Ft	1,700	1,700	1,700	1,700	1,700
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 212,500	\$ 637,500	\$ 850,000	\$ 1,275,000	\$ 1,700,000

	Townhome				
Total Units	5	15	20	30	40
Estimated Unit Sq. Ft	1,346	1,346	1,346	1,346	1,346
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 168,250	\$ 504,750	\$ 673,000	\$ 1,009,500	\$ 1,346,000

	Apartments				
Total Units	50	75	100	125	150
Estimated Unit Sq. Ft	839	839	839	839	839
In Lieu Fee/Sq. Ft	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Total In Lieu Fee	\$ 1,048,750	\$ 1,573,125	\$ 2,097,500	\$ 2,621,875	\$ 3,146,250

CITY MANAGER'S OFFICE

NOV 02 2022

12:30pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Special Meeting of: **November 10, 2022**Originating Department: **Public Works**

Department Director:

Arturo Cervantes

City Manager:

Chris Jeffers

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2020-09-CC WITH W.A. RASIC CONSTRUCTION COMPANY, INC., FOR ON-CALL CONSTRUCTION SERVICES FOR AS-NEEDED EMERGENCY REPAIRS TO THE MUNICIPAL WATER AND SANITARY SEWER SYSTEMS

PURPOSE: To recommend an extension of the on-call Contract No. 2020-09-CC ("Agreement") with W. A. Rasic Construction Company, Inc. to service urgent repairs on the water and sanitary sewer systems, on an as-needed basis. The Agreement is for a three-year term, expires on January 31, 2023, and provides for two one-year extensions. Amendment No. 2 to Contract No. 2020-09-CC ("Amendment No. 2") is proposed to extend the Agreement for one year and to fund emergency sewer system repairs completed on Burke Avenue.

RECOMMENDED ACTIONS: The City Council will consider:

- Approving Amendment No. 2 to Contract No. 2020-09-CC with W. A. Rasic Construction Company, Inc., to extend the term and fund on-call services for one additional year and to fund emergency repairs that were performed on the sanitary sewer system, for a not-to-exceed amount of \$150,000;
- Appropriating \$50,000 to Account No. 412-732-52-6101 (Professional Services Account) from the unassigned Sewer Fund to fund Amendment No. 2; and
- Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 2 is in the amount of \$150,000 and it will be funded as summarized on the following table. The appropriation is in the amount of \$50,000 from the unassigned Sewer Funds to Account No. 412-732-52-6101 (Professional Services Account). FY 2022/23 services are budgeted in the amount of \$100,000, which is funded with \$75,000 in Account No. 411-731-71-6101 (Water Funds) and \$25,000 in Account No. 412-732-52-6101 (Sewer Funds).

Summary	Water Account No. (411-731-71-6101)	Sewer Account No. (412-732-52-6101)	Total
Year 1 Services	\$75,000	\$25,000	\$100,000
Year 2 Services	\$75,000	\$25,000	\$100,000
Year 3 Services	\$75,000	\$25,000	\$100,000

Summary	Water Account No. (411-731-71-6101)	Sewer Account No. (412-732-52-6101)	Total
Amendment No. 1- Emergency Repairs	\$141,000	\$48,000	\$189,000
Amendment No. 2 -Year 4 Services Emergency Repairs	\$75,000	\$25,000 \$50,000 (*)	\$150,000
Total Contract	\$441,000	\$198,000	\$639,000

* Proposed appropriation

ANALYSIS: The Agreement with W. A. Rasic ("Rasic") expires on January 31, 2023, however, provides for two one-year extensions. It is recommended to extend the Agreement for one year through January 31, 2024. Rasic provides timely services, with quality workmanship and competitive pricing. The Agreement provides for fixed pricing based on time and material work and a rate increase for the time extension according to the Construction Cost Index (CCI) of "Engineering News Record" as applicable to the Los Angeles Region and subject to the approval of the Owner. The rate increase for Amendment No. 2 will be based on the CCI for February 2023.

The sanitary sewer system located on Burke Avenue recently experienced issues that required repairs on an emergency basis which were completed by Rasic. This repair was considered urgent to prevent a sewer spill and potentially damage property. The cost of the repair was priced out at \$50,000 using the Agreement fixed pricing for time and material work. The Sewer Funds appropriation is needed to pay for the repairs.

BACKGROUND: From time to time, the municipal water system and sanitary sewer system require urgent repairs such as when there is a major leak in a pipeline, a broken pipe, and sewer spill due to accidents or deteriorated pipes. When such urgent situations arise, repairs are required to be completed on an emergency basis to prevent interrupting service, property damage, or health and safety issues. On-call services agreements allow the Public Works Department to respond to emergencies in a timely manner.

On January 28, 2020, the City the Agreement to W. A. Rasic to perform emergency repairs on the municipal water and sanitary sewer systems in the amount \$300,000. The contract was awarded pursuant to a competitive bid process. On August 10, 2021, Amendment No. 1 was approved to fund emergency repairs that were performed to, (a) replace a leaking 20-inch valve located on the municipal water system underlying South Gate Park, and (b) repair a damaged sewer pipeline underlying Garfield Avenue at Miller Way, in an amount of \$189,000.

Amendment No. 2 is proposed in the amount of \$150,000 to fund one additional year of on-call services in the amount of \$100,000 annually and \$50,000 for emergency repairs completed on Burke Avenue.

ATTACHMENTS: A. Proposed Amendment No. 2
B. Amendment No. 1
C. Contract No. 2020-09-CC

CC:lc

AMENDMENT NO. 2 TO CONTRACT NO. 2020-09-CC FOR ON-CALL MUNICIPAL WATER AND SANITARY SEWER SYSTEMS MAINTENANCE SERVICES WITH W.A. RASIC CONSTRUCTION COMPANY, INC.

This Amendment No. 2 to Contract No. 2020-09-CC for On-Call Municipal Water and Sewer Systems Maintenance Services ("Amendment No. 2"), is made and entered into on November 10, 2022, by and between the City of South Gate, a municipal corporation ("City"), and W. A. Rasic Construction Company, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on January 28, 2020, the City Council approved Contract No. 2020-09-CC with Contractor ("Agreement"), for On-Call Municipal Water and Sewer Systems Maintenance Services for a three-year term through and including January 31, 2023, in the amount of Three Hundred Thousand Dollars (\$300,000);

WHEREAS, the City Council approved the Amendment No. 1 to the Agreement ("Amendment No. 1") to increase the scope of work to: (a) replace a leaking 20-inch valve located on the municipal water system underlying South Gate Park, and (b) repair a damaged sewer pipeline underlying Garfield Avenue at Miller Way, in an amount not to exceed One-Hundred Eighty-Nine Thousand Dollars (\$189,000) bringing the aggregate total of the Agreement and Amendment No. 1 to Four-Hundred Eighty-Nine Thousand Dollars (\$489,000).

WHEREAS, the City and Contractor desire to execute Amendment No. 2 to the Agreement ("Amendment No. 2") to increase the scope of work to include the repaired sewer main in Burke Avenue in the amount of Fifty Thousand Dollars (\$50,000) and to extend the term of the Agreement for one year through and including January 31, 2024, in the amount of One Hundred Thousand Dollars (\$100,000) annually, for a total amount not to exceed One-Hundred Fifty Thousand Dollars (\$150,000) bringing the aggregate total of the Agreement and Amendment No. 1 and Amendment No. 2 to Six Hundred Thirty-Nine Thousand Dollars (\$639,000).

WHEREAS, the Work and Fee Proposal attached hereto as Exhibit "A" is made a part of this Amendment No. 2 under the terms and conditions of the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. SCOPE OF WORK:** Scope of Work includes emergency repairs on the City of South Gate water and sanitary sewer system to be performed in accordance with the Agreement and emergency repairs made for the sanitary sewer system located on Burke Avenue in the City of South Gate in accordance with Exhibit "A."
- 2. TERM OF AGREEMENT.** The term of the Agreement shall be extended one year from January 31, 2023, to and including January 31, 2024 unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either party as provided in the Agreement.

3. **COMPENSATION.** The additional compensation paid by City to Contractor for on-call emergency repair services on the City's municipal water and sanitary sewer systems shall not exceed One Hundred Thousand Dollars (\$100,000). The cost of annual services for this Amendment No. 2 shall be in accordance with the pricing in the Agreement with a rate increase based on the February 2023 Construction Cost Index (CCI) of "Engineering News Record" as applicable to the Los Angeles Region. The additional compensation under Amendment No. 2 to be paid by City to Contractor for the work identified in Exhibit "A" shall not exceed Fifty Thousand Dollars (\$50,000) for emergency sewer repairs already completed. The total not-to-exceed amount under Amendment No. 1 and Amendment No. 2 is One Hundred and Fifty Thousand Dollars (\$150,000). **The total sum of the Agreement, Amendment No. 1 and Amendment No. 2 shall not exceed Six Hundred Thirty-Nine Thousand Dollars (\$639,000).**
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. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

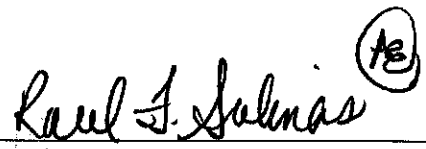
By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

**W. A. RASIC CONSTRUCTION
COMPANY, INC.:**

By: _____
Peter L. Rasic, President

Amendment No. 1
Contract No 2020-09-CC

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-09-CC
FOR ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE
SERVICES WITH W.A. RASIC CONSTRUCTION COMPANY, INC.**

This Amendment No. 1 to Contract No. 2020-09-CC for On-Call Municipal Water and Sewer Systems Maintenance Services ("Amendment No. 1"), is made and entered into on August 10, 2021, by and between the City of South Gate, a municipal corporation ("City"), and W. A. Rasic Construction Company, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on January 28, 2020, the City Council approved Contract No. 2020-09-CC with Contractor ("Agreement"), for On-Call Municipal Water and Sewer Systems Maintenance Services for a three-year term through and including January 31, 2023, in the amount of Three Hundred Thousand Dollars (\$300,000);

WHEREAS, the City and Contractor desire to execute Amendment No. 1 to the Agreement (Amendment No. 1) to increase the scope of work to (a) replace a leaking 20-inch valve located on the municipal water system underlying South Gate Park, and (b) repair a damaged sewer pipeline underlying Garfield Avenue at Miller Way, in an amount not to exceed One-Hundred Eighty-Nine Thousand Dollars (\$189,000) bringing the aggregate total of the Agreement and Amendment No. 1 to Four-Hundred Eighty-Nine Thousand Dollars (\$489,000).

WHEREAS, Work and Fee Proposal attached hereto as Exhibit "A" is made a part to this Amendment No. 1 under the terms and conditions of the Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT:

- a. **SCOPE OF WORK.** The Scope of Work to be performed by Contractor under Amendment No. 1 shall be limited to that set forth in Exhibit "A." The City reserves the right to augment or reduce the scope of work as City deems necessary.
 - b. **COMPENSATION.** The additional compensation paid by City to Contractor for the work identified in Exhibit "A" shall not exceed One-Hundred Eighty-Nine Thousand Dollars (\$189,000). The total sum of the Agreement and Amendment No.1 shall not exceed Four-Hundred Eighty-Nine Thousand Dollars (\$489,000).
- 2. 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. 1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

Dated: 08-16-21

ATTESTED:

By: Carmen Avalos
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Paul F. Salinas
Paul F. Salinas, City Attorney

**W. A. RASIC CONSTRUCTION
COMPANY, INC.:**

By: Peter L. Rasic
Peter L. Rasic, President

Date: 10 AUGUST 2021
RFC 2020-04



Exhibit A-1

July 19, 2021

City of South Gate / Public Works
4244 Santa Ana St.
South Gate, CA 90280

Sent via Email: ccastillo@sogate.org

Attention: Chris Castillo

Reference: Rose Garden SG Park
WAR Bid S210608B

Dear Mr. Castillo,

Our budget estimate to provide all necessary labor, equipment and material to install two 20" line stops, replace a leaking 20" butterfly valve, and replace and existing tee with a straight section of pipe for referenced project is as follows:

<u>Scope Item</u>	<u>Approx. Qty.</u>
Excavate and shore at two locations for line stops (One in grass, one in asphalt)	1 LS
Install 20" line stops in two locations	1 LS
Replace leaking valve with new 20" butterfly valve	1 LS
Replace tee with straight pipe section	1 LS
Remove line stops, backfill and compact line stop & valve excavations	1 LS
Repave parking lot excavation	1 LS

Total Budget for Above Items:\$ 141,000.00

Plans and Specifications Included

Per site visit on 06/07/21 and detail sent via email on 7/12/2021

This proposal is for budget estimation only. Actual work to be performed on a Time & Materials basis per our emergency on call contract. Actual final costs could vary depending on actual work performed.

All landscaping restoration to be performed by others.

This proposal is subject to the standard conditions attached and made part of this proposal.

Sincerely,
W.A. Rasic Construction Company, Inc.

Keith Fouts

Keith Fouts
Project Manager

July 19, 2021

WAR Bid: S210608B - REVISION

Page 2

Standard Exclusions (if checked)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Permits & Developers Fees & Assessments | <input checked="" type="checkbox"/> Tree Removal |
| <input checked="" type="checkbox"/> Geotechnical Testing, Quality Control Testing (compaction, compressive, weld testing, etc.) | <input checked="" type="checkbox"/> Responsibility for Root Damage in Work and Excavation Limits. |
| <input checked="" type="checkbox"/> Design-Build Contingencies | <input checked="" type="checkbox"/> Irrigation Repairs incl. Control Wires |
| <input checked="" type="checkbox"/> BIM and BIM coordination | <input checked="" type="checkbox"/> Landscape restoration |
| <input checked="" type="checkbox"/> Engineering | <input checked="" type="checkbox"/> Landscaping Establishment Period of any kind |
| <input checked="" type="checkbox"/> Demolition & Removals not shown on dwgs | <input checked="" type="checkbox"/> Hazardous Materials of Any Kind |
| <input checked="" type="checkbox"/> SWPPP Development / QSD Functions | <input checked="" type="checkbox"/> Import Soil outside of trench zone |
| <input checked="" type="checkbox"/> Utility Offsets not shown on plans | <input checked="" type="checkbox"/> RCP Gasketed Joints |
| <input checked="" type="checkbox"/> CAD As-Builts | <input checked="" type="checkbox"/> Work to 5' of Bldgs. Connections by Others. |
| <input checked="" type="checkbox"/> Survey and Staking | <input checked="" type="checkbox"/> CCTV / Camera Lines |
| <input checked="" type="checkbox"/> Construction Water | <input checked="" type="checkbox"/> Public Relations / Outreach |
| <input checked="" type="checkbox"/> Rock Conditions (un-removable by standard backhoe bucket) | <input checked="" type="checkbox"/> Groundwater / Dewatering including perched water. |
| <input checked="" type="checkbox"/> Overtime / Special Shift / Night Work / Reduced Working Hours. (7AM-3:30PM Standard) | <input checked="" type="checkbox"/> Wall, Foundation, Subdrains, Underdrains, and other perforated pipe drains or collection system |
| <input checked="" type="checkbox"/> Utility Conflicts not shown on Plan & Profile | <input checked="" type="checkbox"/> Archaeological Monitoring & Impacts |
| <input checked="" type="checkbox"/> Biological Monitoring & Impacts | <input checked="" type="checkbox"/> Electrical & Signal Work |
| <input checked="" type="checkbox"/> Payment & Performance Bond (1.45% Rate) | <input checked="" type="checkbox"/> Builder's Risk Insurance |
| <input checked="" type="checkbox"/> Raise to Grade of Existing Structures / Valve Cans | <input checked="" type="checkbox"/> DBE or Similar Participation Requirements |
| <input checked="" type="checkbox"/> T-cut Trench Restoration | <input checked="" type="checkbox"/> Paving Geotextile Fabrics (i.e. MiraPave) |
| <input checked="" type="checkbox"/> Trench Plate Grinding | <input checked="" type="checkbox"/> Rubberized Asphalt Removal or Replacement |
| <input checked="" type="checkbox"/> Site Dust Control, SWPPP, BMPs | <input checked="" type="checkbox"/> Hardscape Drainage Items (V-ditches, etc.) |
| <input checked="" type="checkbox"/> Work shown on Plumbing and Landscaping Dwgs Any work shown on plan sheets or specification section other than those listed | <input checked="" type="checkbox"/> Mandatory cost sharing of general site cleanup. W.A. Rasic will be responsible for its own cleanup. |

Standard Conditions (if checked)

- ☒ Based on One (1) Mobilization. Additional Mobilizations will be charged at a rate of \$2,500.00 each.
- ☒ Unless noted otherwise this Proposal is based on award of all base bid items. Breakouts are provided for comparison or informational purposes only.
- ☒ Price based on installation of utilities from deepest to shallowest with gravity lines having priority on vertical alignment. Dry utilities to be installed after gravity lines. Irrigation last.
- ☒ Assumes discharge of de-chlorinated flushing/testing water able to be discharged into nearby sewer or storm drain under discharge permits obtained by others, or under the municipality's permit.
- ☒ Bacteriological Testing by Agency / Others. W.A. Rasic to assist in sample collection.
- ☒ Chlorination, Flushing, Hydrostatic Testing per AWWA
- ☒ Standard One (1) Year Warranty from time of utility activation or use, not end of project.
- ☒ Utilities assumed to be started after demolition and rough grading completed, but before major import or fill over the utility lines. Restoration to rough grade +/- 0.10' only, no fine grading.
- ☒ Priced to perform work in efficient and continuous manner per W.A. Rasic's determination. GC to not hinder performance or restrict work.
- ☒ Survey to be provided every 25', at all horizontal and vertical changes, all structures and appurtenances.
- ☒ Payment to be every 30 days of invoice. Retention to be 5% max and released upon acceptance of our work, not overall project.
- ☒ Traffic control per standard WATCH manual. Engineered drawings and stamp extra. Temporary parking provisions, bus stop relocates and coordination, parking meter issues, etc. handled by others.
- ☒ Temporary laydown and storage yard to be provided.
- ☒ Project schedule coordination shall be done and provided utilizing Primavera Suretrak. Weekly look-ahead schedules shall be provided on an Excel spreadsheet format. Conversion to Primavera P6 or P3 shall be by others.
- ☒ Proposal is valid up to 30 days of its issuance.



Exhibit A-2

INVOICE # 343306
INVOICE DATE: 07/09/2021

BILL TO : City of South Gate
8650 California Ave.
South Gate, CA 90280-3075

JOB: 21TX45
Repair Damaged 8" Sewer Line
Garfield Ave. & Miller Way
South Gate, CA 90280

Employee Name	Rates				Hours			Amount			Total
	Pay Code	Reg Time	Over Time	Dbl Time	Reg Time	Over Time	Dbl Time	Reg Time	Over Time	Dbl Time	
Kier, Bryan	PMSP	151.27	199.27	246.44	8	7	4	1,210.16	1,394.89	985.76	\$ 3,590.81
Chavez, Daniel	OEFM	125.48	168.34	211.20	8	4	5	1,003.84	673.36	1,056.00	\$ 2,733.20
Guzman, Cevero	OEFM	125.48	168.34	211.20	9.5	5	7	1,192.06	841.70	1,478.40	\$ 3,512.16
Kruft, Brian	OEG8	122.29	163.64	205.00	8	4	4	978.32	654.56	820.00	\$ 2,452.88
Simon, David	OEG8	122.29	163.64	205.00	9.5	4	6	1,161.76	654.56	1,230.00	\$ 3,046.32
Castillo, Juan	LAG4	95.74	127.27	158.80	8	4	4	765.92	509.08	635.20	\$ 1,910.20
Najera, Jose	LAG4	95.74	127.27	158.80	9.5	4	6	909.53	509.08	952.80	\$ 2,371.41
Lopez, Andres	LAG1	91.52	121.05	150.59	8	4	4	732.16	484.20	602.36	\$ 1,818.72
Najera, Arturo	LAG1	91.52	121.05	150.59	9.5	4	6	869.44	484.20	903.54	\$ 2,257.18
Gutierrez, Juan	TDG10	96.46	124.40	152.34	8	4	5	771.68	497.60	761.70	\$ 2,030.98
Mercado, Julio	TDG10	96.46	124.40	152.34	9.5	4	7	916.37	497.60	1,066.38	\$ 2,480.35
Total Labor											\$ 28,204.21
Equipment	EQ#	Rate		Hours	Days						Total
Pick Up Truck	1186	25.00		16							\$ 400.00
Pick Up Truck	1193	25.00		21							\$ 525.00
Pick Up Truck	1263	25.00		18							\$ 450.00
Foreman Truck W/Tools	1642	240.00		16	2						\$ 480.00
Foreman Truck W/Tools	1983	240.00		21	2.625						\$ 630.00
Flat Bed Dump Truck	2073	736.00		16	2						\$ 1,472.00
Flat Bed Dump Truck	2074	736.00		21	2.625						\$ 1,932.00
Move Trailer	2805	120.00		10	1.25						\$ 150.00
Backhoe Loader CAT 430	3093	472.00		37	4.625						\$ 2,183.00
Arrow Board	6081	120.00			5						\$ 600.00
Delineator/Traffic Cones	6180	1.00			153						\$ 153.00
Traffic Signs	6199	5.00			18						\$ 90.00
Light Tower	7119	25.00		15						\$ 375.00	
Walk Behind Concrete Saw	8048	60.00		3						\$ 180.00	
Total Equipment											\$ 9,620.00



INVOICE # 343306
INVOICE DATE: 07/09/2021

BILL TO : City of South Gate
8650 California Ave.
South Gate, CA 90280-3075

JOB: 21TX45
Repair Damaged 8" Sewer Line
Garfield Ave. & Miller Way
South Gate, CA 90280

Material	Total
Stemar Equipment & Supply - Invoice #48593	\$ 27.54
Trench Shoring Company - Invoice #RI20118647	\$ 459.56
Trench Shoring Company - Invoice #RI20119939	\$ 866.80
Trench Shoring Company - Invoice #RI20120032	\$ 1,184.84
WAR Job Materials Ticket #56858	\$ 114.66
WAR Job Materials Ticket #56859	\$ 191.84
WAR Job Materials Ticket #56928	\$ 191.84
WAR Job Materials Ticket #56929	\$ 515.97
WAR Job Materials Ticket #56939	\$ 286.65
WAR Job Materials Ticket #56940	\$ 230.20
WAR Job Materials Ticket #61708	\$ 253.02
WAR Job Materials Ticket #61709	\$ 771.75
WAR Job Materials Ticket #62014	\$ 843.41
Western Water Works - Invoice #1213929-00	\$ 339.90
Western Water Works - Invoice #1213940-00	\$ 125.75
Western Water Works - Invoice #1213959-00	\$ 244.64
Subtotal Material	\$ 6,648.37
15 % Mark-up on Material	\$ 997.42
Total Material	\$ 7,645.79
Subcontractors	Total
National Plant Services - Invoice #16970	\$ 2,200.00
Subtotal Subcontractors	\$ 2,200.00
15 % Mark-up on Subcontractors	\$ 330.00
Total Subcontractors	\$ 2,530.00
Total Invoice	\$ 48,000.00

Please note Third Party Invoices & Subcontractors that are not billed on this period will be billed next.

**AGREEMENT FOR ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS
MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND
W.A. RASIC CONSTRUCTION COMPANY, INC.**

This Agreement for On-Call Municipal Water and Sewer Systems Maintenance Services ("Agreement") is made and entered into on January 28, 2020, by and between the City of South Gate, a municipal corporation ("City") and W.A. Rasic Construction Company, Inc., a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain Contractor for on-call Municipal Water and Sewer Systems Maintenance Services ("Maintenance Services");

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the Maintenance Services ("Work") identified on Exhibit "A" hereto. The locations at which such Work is to be performed ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Contractor's proposal dated December 26, 2019 ("Proposal"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** The maximum amount of compensation to be paid to Contractor hereunder, pursuant to this Agreement, shall not exceed **Three Hundred Thousand Dollars (\$300,000)**, which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, are set forth on the Cost Proposal attached hereto as Exhibit "A". Except as may be specifically set forth in Exhibit "A", or approved by the City in writing on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit "A", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If,

after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **TERM OF AGREEMENT.** The term of this Agreement ("Term") shall commence on February 1, 2020, and shall terminate on January 31, 2023, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. At the conclusion of this three-year period, the City at its option, and with City Council approval, may renew this contract for up to two consecutive periods of one year each, beginning February 1, 2023 and February 1, 2024. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.
4. **COMMENCEMENT OF THE WORK.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City's Director of Public Works ("Director"), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.
5. **INSPECTION OF WORK.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor's conformance to the terms of this Agreement, pursuant to the City's established review and approval procedures as the same may be amended from time to time. Without limiting the City's rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.
6. **SOUTH GATE BUSINESS LICENSE.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.
7. **CONTRACTOR MUST PAY PREVAILING WAGES TO ITS EMPLOYEES.** This Agreement is a public works contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with prevailing wage rate payment requirements under California Labor Code § 1771.

Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **PERFORMANCE STANDARDS AND REQUIREMENTS.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work, and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.
9. **INDEPENDENT CONTRACTOR.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income

tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

- 10. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.
- 11. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

- 11.1 Familiarity with Work.** Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how

that Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

- 11.2 **Site Inspection.** Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.
- 11.3 **No Solicitation.** Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.
- 11.4 **No Fees, Commissions, Gifts or Other Consideration.** Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.
- 11.5 **No Conflict of Interest by City.** Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.
- 11.6 **No Conflict of Interest by Contractor.** Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.
- 12. **NON-EXCLUSIVITY.** The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for maintenance services in areas of the City other than the City Facilities identified in Exhibit "A" which are the subject of this Agreement.
- 13. **NO ASSIGNMENT.** Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid

documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **PUBLIC EMPLOYEES RETIREMENT SYSTEM.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.
15. **INSURANCE.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:
 - 15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within the classifications of “all-risk”, “fire legal liability”, and “personal injury” insurance.
 - 15.2 **Liability Insurance.** Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars

(\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate, insuring against any and all liability of the insured with respect to the Contractor's performance of (or failure to perform) its obligations under this Agreement. Each such policy shall be in the form of an Insurance Services Office ("ISO") Commercial General Liability Insurance policy, an ISO Comprehensive General Liability Insurance policy with Broad Form General Liability endorsement, or in any similar, commercially reasonable form. Without limiting the scope of coverage to be provided thereby, all such insurance shall specifically insure Contractor's performance of the indemnity provisions contained in Section 19 below as to liability for injury to or death of persons and injury or damage to property.

- 15.3 Worker's Compensation Insurance.** Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.
- 15.4 Automobile Liability Insurance.** Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence, and (b) Primary Property Damage of at least \$1,000,000 per occurrence.
- 15.5 Qualifications of Insurers.** Each policy shall be issued by an insurance company having a "Best's Rating" of at least A and having a "Financial Size Categories" rating of at least VIII in the most current edition of "Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).
- 15.6 City to be Named as Additional Insured Party.** All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement (CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.
- 15.7 Primary Insurance.** Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.
- 15.8 Blanket Policies.** Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items and matters to be insured under this Agreement, or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such

combined or blanket policies must, however, comply with each and every provision of this Section 15.

- 15.9 Restrictions on Cancellation and Reduction.** Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.
- 15.10 Waivers of Subrogation.** The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.
- 15.11 Verification of Coverage.** Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf, and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidences of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.
- 15.12 Form of Policies.** All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.
- 15.13 Policy Limits Do Not Limit Contractor's Liability.** The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.
- 16. TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "Termination Notice") that specifies a termination date (the "Early

Termination Date”) at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City’s early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

17. **NOTICE OF DEFAULT AND TERMINATION FOR CAUSE.** If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default (“Default Notice”), and if such default remains uncured within ten (10) days following the City’s delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor’s default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.
18. **CITY’S REMEDIES FOR CONTRACTOR’S FAILURE TO PERFORM.** Upon Contractor’s default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:
 - 18.1 **Forfeiture of Bond/Negotiation of Security.** The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor’s obligations, and may further cause to be negotiated any instrument of credit deposited with and assigned to the City in such amount as may be required to complete the Improvement work.
 - 18.2 **Performance by City at Contractor’s Expense.** Upon Contractor’s default, the City may make written demand upon Contractor, or Contractor’s surety (if any),

or both, to immediately remedy the default and complete the Work. If the required Work is not substantially commenced within ten (10) days after the City's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to the City within the timeframe set forth in the City's written demand, then without limiting any other remedy available to the City, the City may complete (or arrange for the completion of) all remaining Work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or advisable. All such Work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. The City's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the required Work at the time of the City's demand for performance. If the City elects to complete (or arrange for completion of) the remaining Work, then the City may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by the City or its designee of the remaining Work.

18.3 Issuance of Cease and Desist Order. The City may issue a cease and desist order by delivering written notice to Contractor demanding that Contractor immediately discontinue any actions specified in that written notice. Contractor agrees to immediately comply with any such cease and desist order.

18.4 Injunctive Relief. The City shall have the right to apply for and obtain temporary and/or permanent injunctive relief or other equitable relief from a court of competent jurisdiction to enforce its rights and Contractor's obligations created by this Agreement, including without limitation relief in the form of a temporary restraining order and/or permanent injunction restraining Contractor from committing or continuing to commit any breach or threatened breach of this Agreement. The City shall have the right to seek such relief without showing or proving any actual damage sustained by the City, and without posting bond or other security. In connection with the City's right to apply for the injunctive relief which is the subject of this Section 18.4, Contractor hereby acknowledges that Contractor's breach of its obligations hereunder will cause irreparable harm and injury to the City if such breach continues unabated following the City's request for injunctive relief.

18.5 Other Relief. The City may seek any other remedies or relief, and take any other actions, available to the City under this Agreement, at law, or in equity.

19. INDEMNIFICATION AND DEFENSE. Contractor and its sureties (if any) shall indemnify and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or

any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

20. MISCELLANEOUS.

20.1 Notices. All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Arturo Cervantes
Asst. City Manager/Dir. of Public Works
Telephone No.: (323) 563-9512
Fax No.: (323) 563-9572
E-mail: acervantes@sogate.org

City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Carmen Avalos
City Clerk
Telephone No.: (323) 563-9511
Fax No.: (323) 563-5411
E-mail: cavalos@sogate.org

To Contractor:
W.A. Rasic Construction Company, Inc.
4150 Long Beach Blvd.
Long Beach, California 90807
Attn: Peter L. Rasic
Title President
Telephone No.: (562) 928-6111
Fax No.: (562) 928-7339
E-mail: prasic@warasic.com

With a copy (which shall not constitute notice) to:
Raul F. Salinas, Esq.
Craig D. Hardwick, Esq.
Alvarado Smith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

- 20.2 Time.** Time is of the essence of every provision contained in this Agreement.
- 20.3 Incorporation of Recitals and Exhibits.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.
- 20.4 Successors and Assigns.** Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.
- 20.5 Force Majeure.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.
- 20.6 Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.
- 20.7 Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.
- 20.8 Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

- 20.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.
- 20.10 Entire Agreement.** This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- 20.11 Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- 20.12 Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.
- 20.13 Further Assurances.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.
- 20.14 No Waiver.** Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.
- 20.15 Rights and Remedies.** No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

- 20.16 Joint and Several Liability.** If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.
- 20.17 No Third-Party Beneficiaries.** The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.
- 20.18 Patriot Act Compliance.** Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

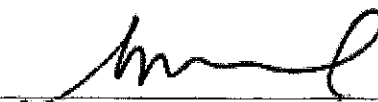
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20.19 City Council Approval Required for Effectiveness of Agreement.

Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

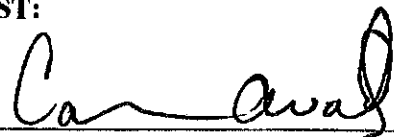
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:


By: 
M. Belén Bernal, Mayor

Dated: 2/11/2020

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**W. A. RASIC CONSTRUCTION
COMPANY, INC.:**


By: _____
Peter L. Rasic, President

Dated: _____

20.19 **City Council Approval Required for Effectiveness of Agreement.** Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

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: 
M. Belén Bernal, Mayor

Dated: 2/11/2020


ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**W. A. RASIC CONSTRUCTION
COMPANY, INC.:**

By: 
Peter L. Rasic, President

Dated: 28 JANUARY 2020
RfC 2020-04

Exhibit “A”

Cost Proposal

A detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal which is attached following this Exhibit “A” cover page.

NOV 01 2022

7:30 AM

City of South Gate
CITY COUNCIL**AGENDA BILL**For the Special Meeting of: **November 10, 2022**
Originating Department: **Administrative Services**

Department Director: _____

Kristopher Ryan

City Manager: _____

*Chris Jeffers***SUBJECT: AMENDMENT NO. 5 TO CONTRACT NO. 2020-22-AC WITH CLIENTFIRST TECHNOLOGY CONSULTING, FOR CONTINUED IT PROJECT MANAGEMENT SERVICES****PURPOSE:** To approve Amendment No. 5 to Contract No. 2020-22-AC ("Amendment No. 5") with ClientFirst Technology Consulting ("ClientFirst"), for continued project management services related to the initial implementation of the Technology Master Plan ("TMP").**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving Amendment No. 5 to Contract No. 2020-22-AC with ClientFirst Technology Consulting, retroactively effective October 1, 2021 through June 30, 2023, for continued project management services for the implementation of the Technology Master Plan in an amount not-to-exceed \$62,580;
- b. Authorizing the Mayor to execute Amendment No. 5 in a form acceptable to the City Attorney.

FISCAL IMPACT: The cost of Amendment No. 5 is included in the Fiscal Year 2022/23 Municipal Budget and will be funded with ARPA funds in account 268-310-12-6101.**ALIGNMENT WITH COUNCIL GOALS:** The TMP was presented to City Council on January 28, 2020, and the City Council directed staff to move forward with the implementation of specific initiatives included in the TMP. The TMP includes a series of achievable projects and initiatives recommended for implementation over a six-year period that are appropriately aligned with the City Council and staff's goals and objectives.**ANALYSIS:** City staff relies heavily on technology to accomplish many of their daily tasks. The public relies on technology to interact with staff, to pay for City services, and to get information about what is happening in the City. As with most assets, if you do not invest in the proper maintenance and repairs, the technology infrastructure will soon fall into disrepair and ultimately fail. To avoid getting to that point, on January 28, 2020, the City Council accepted staff's proposed TMP.

Amendment No. 5 will allow ClientFirst to continue providing the City with technology consulting services focused on improving cybersecurity readiness, updating systems to improve public safety readiness, and expanding systems resiliency. This engagement will coordinate the implementation of several significant initiatives that will improve system availability, IT security, and provide additional flexibility to staff as outlined in the following section.

Additionally, Staff will be including several initiatives from the six-year TMP in the FY 2022-2023 Proposed Budget. These initiatives will continue the City's efforts in improving its IT systems and infrastructure to serve both the internal needs of the departments and, as a result, provide residents and businesses of South Gate with improved access to City services.

BACKGROUND: Technology is key to providing excellent customer service for our residents and businesses in South Gate. Over the last few years, citizens have been requesting the ability to handle more transactions online, have more efficient interactions with City staff, and greater transparency. To respond to the growing demand for technology enhancements, it is imperative that technology projects and purchases going forward focus on standardization, integration, and consolidation to improve the efficiency and effectiveness of delivering municipal services. To that end, the six-year TMP was developed. The proposed Amendment No. 5 will assist staff in continuing the progress that has been made to date on the TMP initiatives.

Amendment No. 5 is needed so ClientFirst, the City's TMP Consultant, can continue to assist staff with overall project management of the TMP through June 30, 2023. Contract No. 2020-22-AC was approved under the City Manager's authority, Amendment No. 1 was approved by the City Council on May 26, 2020, Amendment No. 2 was approved by the City Council on November 10, 2020, Amendment No. 3 was approved by the City Council on July 13, 2021 and Amendment No. 4 was approved by the City Council on July 12, 2022. Amendment No. 5 will bring the total cost of the Agreement to \$410,200, as shown below.

Contract with ClientFirst	Date Approved	Term Ending	Amount	Contract Total
Contract No. 2020-22-AC	March 2, 2020	July 2, 2020	\$48,380	\$48,380
Amendment No. 1	May 26, 2020	September 30, 2020	\$62,390	\$110,770
Amendment No. 2	November 10, 2020	June 30, 2021	\$88,450	\$199,220
Amendment No. 3	July 13, 2021	March 31, 2022	\$99,625	\$298,845
Amendment No. 4	July 12, 2022	September 30, 2022	\$48,775	\$347,620
Amendment No. 5	Pending	June 30, 2022	\$62,580	\$410,200

The City Council may recall that the approved TMP calls for the hiring of a full-time Information Technology Manager to oversee the day-to-day operations of the Information Systems Division and to implement the 82 initiatives in the TMP. Since the City has not yet received authorization to hire an Information Technology Manager, the services of ClientFirst are needed to assist staff with the implementation of the TMP initiatives.

Services to be provided by ClientFirst for active projects include the following:

- Meet with the City's IT Team once a week and review all active projects and next steps
- Final implementation of telephone system replacement project
- Multi-Factor Authentication for Office 365 and other remote access methods
- Mobile Device Management for laptops, tablets, and smartphones
- Development and testing of a cybersecurity incident response plan

For the projects listed above, ClientFirst coordinates vendor quotes, develops RFPs, and works with the City's IT and Purchasing staff on procurement of equipment and services.

In summary, ClientFirst provides project management and technical expertise for the implementation of TMP projects and resolution of critical IT system failures, as well as, provides additional resources to replace aging equipment, improves cybersecurity and public safety readiness, coordinates priorities and moves IT forward in the City.

ATTACHMENT: Proposed Amendment No. 5 to Contract No. 2020-22-AC

**AMENDMENT NO. 5 TO CONTRACT NO. 2020-22-AC FOR
CONTINUED IT PROJECT MANAGEMENT SERVICES BETWEEN
THE CITY OF SOUTH GATE AND CLIENTFIRST TECHNOLOGY
CONSULTING**

This Amendment No. 5 to Contract No. 2020-22-AC for IT Project Management Services ("Amendment No. 5") is made and entered into on November 10, 2022, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, a California limited liability corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, on March 2, 2020, City and Consultant executed Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide IT Project Management Services, through and including July 2, 2020, in an amount not to exceed Forty-Eight Thousand Three Hundred Eighty Dollars (\$48,380) (Exhibit "B");

WHEREAS, on May 26, 2020, City and Consultant executed Amendment No. 1 to Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide continued IT Project Management Services, through and including September 30, 2020, in an amount not to exceed Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390) (Exhibit "C");

WHEREAS, on November 10, 2020, City and Consultant executed Amendment No. 2 to Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide continued IT Project Management Services, through and including June 30, 2021, in an amount not to exceed Eighty-Eight Thousand Four Hundred Fifty Dollars (\$88,450) (Exhibit "D");

WHEREAS, on July 31, 2021, City and Consultant executed Amendment No. 3 to Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide continued IT Project Management Services, through and including March 30, 2022, in an amount not to exceed Ninety-Nine Thousand Six Hundred Twenty-Five Dollars (\$99,625) (Exhibit "E");

WHEREAS, on July 12, 2022, City and Consultant executed Amendment No. 4 to Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide continued IT Project Management Services, through and including September 30, 2022, in an amount not to exceed Forty-Eight Thousand Seven Hundred Seventy-Five Dollars (\$48,775) (Exhibit "F"); and

WHEREAS, City and Consultant desire to execute Amendment No. 5 to provide continued IT Project Management Services, through and including June 30, 2023, in an amount not to exceed Sixty-Two Thousand Five Hundred Eighty Dollars (\$62,580), under the terms and conditions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3,

Amendment No. 4, and Amendment No. 5 bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 to the sum of Four Hundred Ten Thousand Two Hundred Dollars (\$410,200).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

1.0 SCOPE OF WORK. Consultant agrees to continue its services and perform the tasks identified in Exhibit "A" and made a part of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5. The Scope of Work may be amended from time to time by way of a written directive from City.

2.0 COMPENSATION. The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of Sixty-Two Thousand Five Hundred Eighty Dollars (\$62,580). No additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A," unless first approved by the Director of Administrative Services. No travel expenses to attend business meetings and/or any other business, other than mileage, shall be billed to City.

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

[The remainder of this page left blank intentionally.]

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

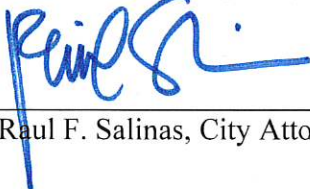
CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTESTED:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**CLIENTFIRST TECHNOLOGY
CONSULTING:**

By: _____
Tom Jakobsen, Managing Partner

Contract No. 2020-22-AC

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR IT PROJECT MANAGEMENT SERVICES
BETWEEN THE CITY OF SOUTH GATE
AND CLIENTFIRST CONSULTING GROUP**

This Agreement for Professional Services for IT Project Management Services ("Agreement") is made and entered into on March 2, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Consulting Group, dba ClientFirst Technology Consulting, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain Consultant for Information Technology (IT) Project Management;

WHEREAS, Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF THE CONSULTANT'S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Proposal attached hereto as Exhibit "A" and made part of this Agreement. The Scope of Work may be amended from time to time by way of a written directive mutually agreed to by City and Consultant.
2. **TERM OF AGREEMENT.** This Agreement will become effective on March 2, 2020, and will remain in effect for a period of four (4) months from said date or until project is completed, unless otherwise expressly extended and agreed to by both Parties or terminated by either party as provided herein.
3. **CITY AGENT.** The Director of Administrative Services, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Administrative Services, or designee, has the authority to provide that approval or authorization.
4. **COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Consultant's fee and cost schedule included in Exhibit "A.". No additional compensation shall be paid for any other expenses incurred unless first approved by the Director of Administrative Services.

- 4.1 The Consultant shall submit to the City a monthly bill for services. The City shall pay the Consultant upon thirty (60) days of receipt of the invoice.
- 4.2 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
5. **CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it.
- 5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination.** Either the City Agent or Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.
- 6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination and the provisions of Section 2 related to Consultant's rights to fee payments for recommendations implemented by City within twelve (12) months of Consultant delivering the recommendation to City shall still be applicable. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City, which shall not be unreasonably determined.
- 6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work

satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

- 6.2 Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.
- 6.3 Non-Discrimination.** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, County, and City governments.
- 6.4 Insurance.** The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
- a) Workers' Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
 - b) Comprehensive general and automotive liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:
 - i. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by the City.
 - ii. Name and list as additional insured the City, its officers and employees.
 - iii. Specify its acts as primary insurance.
 - iv. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to the City of such cancellation or material change."
 - v. Cover the operations of the Consultant pursuant to the terms of this Agreement.

- 6.5 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.6 Compliance With Applicable Law.** The consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.
- 6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.
- 6.7.1.** The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.
- 6.8 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- 6.9 Legal Construction.**
- a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.
 - b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an Agreement which shall be binding upon all parties herein.

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

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

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

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues; shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such a party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and

invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.15 Mitigation of Damages.** In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.
- 6.16 Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.17 Attorney's Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that party or those parties may be entitled.
- 6.18 Entire Agreement.** This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.
- 6.19 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:
Jackie Acosta
Director of Administrative Services
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9524

WITH A COURTESY COPY TO:
Carmen Avalos
City Clerk
City of South Gate
8650 California Avenue
South Gate, CA 90280
(323) 563-9511

TO CONSULTANT:
David Krout
Managing Partner
ClientFirst Technology Consulting
980 Montecito Drive, Suite 209
Corona, CA 92879
(951) 739-7989

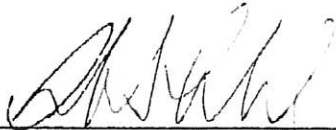
- 6.20 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.
- 6.21 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.22 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither side may claim that the interpretation of the Agreement shall be construed against either party solely because that party drafted all or a portion of the Agreement, or the clause at issue.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By:

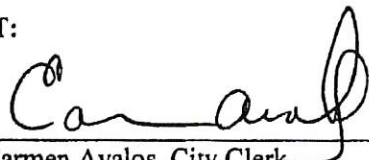

Michael Flad, City Manager

Date:

3-11-20

ATTEST:

By:


Carmen Avalos, City Clerk
(SEAL)

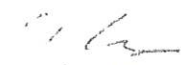
APPROVED AS TO FORM:

By:


Raul F. Salinas, City Attorney

**CLIENTFIRST TECHNOLOGY
CONSULTING:**

By:


David Krout, Managing Partner

Date:

3/17/2020

February 28, 2020

Ms. Jackie Acosta
Administrative Services Director
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: Proposal for IT Project Management

Dear Ms. Acosta:

Please accept this letter as our proposal for *CLIENTFIRST* to provide oversight with the IT Project Manager for the initial implementation of the Technology Master Plan. We propose to oversee with IT strategy, management, project oversight, and vendor coordination until June 30, 2020.

Scope of Work

The City has requested that *CLIENTFIRST* provide information technology organization and operational consulting services to the City in order to promptly begin implementation of the Technology Master Plan dated November 2019. The plan recommends significant technology investments to replace obsolete equipment and software over the next two years. We expect to provide project management for the plan until the City hires an IT Manager to direct the plan over the long term.

We propose to provide information technology strategy, management, and advisory expertise to the City, City Information Technology, and Police Department Information Technology. Our oversight will relate to the following types of activities:

- Oversee in the development of a job description and job classification for an IT Manager
 - Create a draft IT Manager job description
 - Work with staff to finalize job description and job classification
 - Oversee in the recruitment and candidate selection process
 - Work with management and selected candidate to further define priorities and tasks during onboarding
- Advise and oversee the procurement and project management of projects identified as high priority in the Technology Master Plan
 - Provide oversight related to managing priorities and day-to-day staff workloads
- Advise and oversee the implementation of IT Operations Best Practices
 - Focus on the creation and implementation of IT Operations Best Practices to provide additional structure for IT staff activities
- Advise and oversee IT Procurement and Project Management Best Practices
 - Provide oversight with the procurement of the items identified as high priority as a part of the Technology Master Planning process
 - Work with City IT staff to create and implement an inclusive methodology for vendor selection
- Coordinate vendor activities and provide project-related advice as necessary
- Coordinate project and management communications and provide oversight as necessary



- Facilitate and participate in weekly IT project team meetings
 - Participate in critical or high-priority project review meetings
- Oversee project coordination in conjunction with City project coordinators
- Other IT strategy and management oversight as needed

Under the direction of the City's Director of Administrative Services, *CLIENTFIRST* will provide such oversight on a time-and-materials basis until June 30, 2020.

Fees

Our billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates <i>Time-and-Materials Special or Ad Hoc Projects</i>	
Consultant Level	Hourly Rate
Administrative Staff	\$ 55
Consultant	\$ 125
Network Consultant	\$ 150
Senior Network Consultant	\$ 175
Partner/Project Manager	\$ 195

Proposed Work Plan

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals selected to perform the specific elements of those requests. Travel time will not be billed, but mileage will be billed at normal IRS-recommended rates.

The following is an estimated schedule for consulting services covered under this agreement:

Step	IT Project Management	Weeks	Total Hours	Tom J.	Aaron
IT Operational Assistance				Hours/Week	Hours/Week
1	Team Meetings	16	48	1	2
2	Oversight of Technology Master Plan Projects	16	160	2	8
3	IT Manager Job Description and Recruitment Assistance	1	16	16	0
4	IT Procurement and Project Management Best Practices	1	40	20	20
	Hours		264	84	180
	Rates			\$ 195	\$ 175
	Fees		\$ 47,880		
	Expenses		\$ 500		
	Total		\$ 48,380		



Additional Services/Purchases by Other Seeking Public Agencies

CLIENTFIRST acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract. CLIENTFIRST has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. Before a seeking public agency can piggyback any contract, the seeking agency must first obtain CLIENTFIRST's written approval.

Payment Terms

We invoice monthly as work proceeds. CLIENTFIRST will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

If you have any questions, feel free to contact me at 951.739.7989 or via email at tjakobsen@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

Tom Jakobsen
Senior Partner
IT Infrastructure and Support Practice Leader

Amendment No. 1 to
Contract No. 2020-22-AC

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-22-AC
FOR IT PROJECT MANAGEMENT SERVICES
BETWEEN THE CITY OF SOUTH GATE
AND CLIENTFIRST TECHNOLOGY CONSULTING**

This Amendment No. 1 to Contract No. 2020-22-AC for IT Project Management Services ("Amendment No. 1") is made and entered into on May 26, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, a California limited liability corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, on March 2, 2020, City and Consultant executed Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide IT Project Management Services, through and including July 2, 2020, in an amount not to exceed Forty-Eight Thousand Three Hundred Eighty Dollars (\$48,380) (Exhibit "B"); and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to provide continued IT Project Management Services, through and including September 30, 2020, in an amount not to exceed Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390), under the terms and conditions of the Agreement and Amendment No. 1, bringing the aggregate total of the Agreement and Amendment No. 1 to a sum of One Hundred Ten Thousand Seven Hundred Seventy Dollars (\$110,770).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

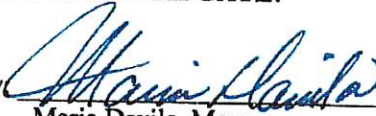
1. MODIFICATION TO AGREEMENT.

- 1.0 SCOPE OF WORK.** Consultant agrees to continue its services and perform the tasks identified in Exhibit "A" and made a part of the Agreement and this Amendment No. 1. The Scope of Work may be amended from time to time by way of a written directive from City.
- 2.0 COMPENSATION.** The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390)**. No additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A", unless first approved by the Director of Administrative Services. No travel expenses to attend business meetings and/or any other business, other than mileage, shall be billed to City.

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

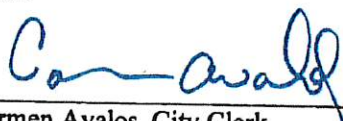
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Maria Davila, Mayor

Dated: 7-21-2020

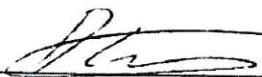
ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**CLIENTFIRST TECHNOLOGY
CONSULTING:**

By: 
David Krout, Managing Partner

Dated: 05/29/2020

May 19, 2020

Ms. Jackie Acosta
Director of Administrative Services
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: Proposal for Continuing IT Project Management

Dear Ms. Acosta:

Please accept this letter as our proposal for ClientFirst to continue to provide project management oversight for the initial implementation of the Technology Master Plan. We propose to continue to oversee with IT strategy, management, project oversight, and vendor coordination until September 30, 2020.

We initially began project management activities in March, and we were immediately involved in the City's COVID-19 response. We began assisting the City in whatever way we could. We worked with the IT team to expedite Technology Master Plan projects that were critical "work-from-home," Zoom implementation, and email system stabilization.

Just when staff were acclimating to COVID-19 and "work-from-home," the email server (Exchange) crashed. The most straightforward recovery scenario, retrieving email from backup, would have caused email to be offline for days and created a significant loss of email. An alternate solution was developed that was more time consuming resulted in a relatively rapid return to a functioning email system and nearly full recovery of email, calendars, and other Outlook functionality.

These emergency projects consumed project management and network engineering time at a rapid pace, causing ClientFirst a funding shortfall that has prevented us from fulfilling our project management duties through the end of June as our initial agreement stated.

This proposal is an extension of our original project management agreement to cover the period of May through September 2020. In the next few days, we expect our work efforts to more closely resemble our proposed work plan.

Scope of Work

The City has requested that ClientFirst provide information technology organization and operational consulting services to the City in order to promptly begin implementation of the Technology Master Plan dated November 2019. The plan recommends significant technology investments to replace obsolete equipment and software over the next two years. We expect to provide project management for the plan until the City hires an IT Manager to direct the plan over the long term.

We propose to provide information technology strategy, management, and advisory expertise to the City, City Information Technology, and Police Department Information Technology. Our oversight will relate to the following types of activities:

- Oversee in the development of a job description and job classification for an IT Manager
 - Create a draft IT Manager job description
 - Work with staff to finalize job description and job classification
 - Oversee in the recruitment and candidate selection process



- Work with management and selected candidate to further define priorities and tasks during onboarding
- Advise and oversee the procurement and project management of projects identified as high-priority in the Technology Master Plan
 - Provide oversight related to managing priorities and day-to-day staff workloads
- Advise and oversee the implementation of IT Operations Best Practices
 - Focus on the creation and implementation of IT Operations Best Practices to provide additional structure for IT staff activities
- Advise and oversee IT Procurement and Project Management Best Practices
 - Provide oversight with the procurement of the items identified as high-priority as a part of the Technology Master Planning process
 - Work with City IT staff to create and implement an inclusive methodology for vendor selection
- Coordinate vendor activities and provide project-related advice as necessary
- Coordinate project and management communications and provide oversight as necessary
- Facilitate and participate in weekly IT project team meetings
 - Participate in critical or high-priority project review meetings
- Oversee with project coordination in conjunction with City project coordinators
- Other IT strategy and management oversight as needed

Under the direction of the City's Director of Administrative Services, ClientFirst will provide such oversight on a time-and-materials basis until September 30, 2020.

Fees

Our billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates <i>Time-and-Materials Special or Ad Hoc Projects</i>	
Consultant Level	Hourly Rate
Administrative Staff	\$ 55
Consultant	\$ 125
Network Consultant	\$ 150
Senior Network Consultant	\$ 175
Partner/Project Manager	\$ 195

Proposed Work Plan

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals selected to perform the specific elements of those requests. Travel time will not be billed, but mileage will be billed at normal IRS-recommended rates.

The following is an estimated schedule for consulting services covered under this agreement:

CLIENTFIRST TECHNOLOGY CONSULTING

OPTIMAL TECHNOLOGY GUIDANCE



Step	IT Project Management	Weeks	Total Hours	Tom J.	Aaron
IT Operational Assistance				Hours/Week	Hours/Week
1	Team Meetings	22	66	1	2
2	Oversight of Technology Master Plan Projects	22	220	2	8
3	IT Manager Job Description and Recruitment Assistance	1	16	16	0
4	IT Procurement and Project Management Best Practices	1	40	20	20
	Hours		342	102	240
	Rates			\$ 195	\$ 175
	Fees		\$ 61,890		
	Expenses		\$ 500		
	Total		\$ 62,390		

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.

If you have any questions, feel free to contact me at 951.739.7989 or via email at tjakobsen@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

Tom Jakobsen
Senior Partner
IT Infrastructure and Support Practice Leader

Amendment No. 2 to
Contract No. 2020-22-AC

**AMENDMENT NO. 2 TO CONTRACT NO. 2020-22-AC
FOR CONTINUED IT PROJECT MANAGEMENT SERVICES
BETWEEN THE CITY OF SOUTH GATE
AND CLIENTFIRST TECHNOLOGY CONSULTING**

This Amendment No. 2 to Contract No. 2020-22-AC for IT Project Management Services ("Amendment No. 2") is made and entered into on November 10, 2020, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, a California limited liability corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, on March 2, 2020, City and Consultant executed Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide IT Project Management Services, through and including July 2, 2020, in an amount not to exceed Forty-Eight Thousand Three Hundred Eighty Dollars (\$48,380) (Exhibit "B");

WHEREAS, on May 26, 2020, City and Consultant executed Amendment No. 1 to Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide continued IT Project Management Services, through and including September 30, 2020, in an amount not to exceed Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390) (Exhibit "C"); and

WHEREAS, City and Consultant desire to execute Amendment No. 2 to provide continued IT Project Management Services, through and including June 30, 2021, in an amount not to exceed Eighty-Eight Thousand Four Hundred Fifty Dollars (\$88,450), under the terms and conditions of the Agreement, Amendment No. 1 and Amendment No. 2, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to the sum of One Hundred Ninety-Nine Thousand Two Hundred Twenty Dollars (\$199,220).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- 1.0 SCOPE OF WORK.** Consultant agrees to continue its services and perform the tasks identified in Exhibit "A" and made a part of the Agreement, Amendment No. 1 and this Amendment No. 2. The Scope of Work may be amended from time to time by way of a written directive from City.
- 2.0 COMPENSATION.** The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **Eighty-Eight Thousand Four Hundred Fifty Dollars (\$88,450)**. No additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A,"

unless first approved by the Director of Administrative Services. No travel expenses to attend business meetings and/or any other business, other than mileage, shall be billed to City.

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

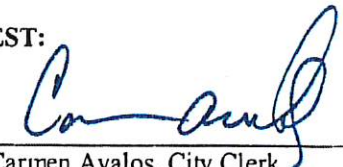
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Maria Davila, Mayor

Dated: 11-19-2020


ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**CLIENTFIRST TECHNOLOGY
CONSULTING:**

By: 
David Krout, Managing Partner

Dated: 11/12/2020

October 29, 2020

Ms. Jackie Acosta
Director of Administrative Services
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: Proposal for Continuing IT Project Management

Dear Ms. Acosta:

Please accept this letter as our proposal for ClientFirst to continue to provide project management oversight for the initial implementation of the Technology Master Plan. We propose to continue to oversee with IT strategy, management, project oversight, and vendor coordination until June 30, 2021.

We began project management activities under our current engagement in May 2020, and we were immediately involved in resolving an issue with the City's telephone system. We assisted the City in whatever way we could and stabilized the phone system after reconfiguration. While working on the phone system and throughout the prior engagement, we worked with the IT team to expedite high-priority Technology Master Plan (TMP) projects.

Even with the additional work efforts to stabilize the telephone system, we have been able to stretch current funding an additional month beyond our spring forecast.

In addition to the telephone stabilization, several high-priority TMP projects are underway, including:

- Implementation of an email archiving system to improve records retention and public records email retrieval processes.
- Microsoft Active Directory projects including an upgrade and Active Directory account review to improve security and reduce ongoing costs. This project will also enable the implementation.
- Implementation of a new cloud-based backup system that will improve disaster recovery capabilities and reduce cost.
- Procurement of new firewalls to improve security and meet regulatory requirements.
- Implementation of Office 365 which will ease "work-from-home" challenges and improve capabilities associated with a more mobile work force.
- Procurement of new computers for Police Department which will replace the last remaining Windows 7 PCs.

Two additional high-priority TMP projects are budgeted for the current year. Each project addresses another critical component of the IT infrastructure that should be replaced:

- Network switch replacement – Core network switches at City Hall and Police data centers are end-of-service-life. Security patches are not available for these devices. Replacement switches will also increase network speeds by a multiple of 10.
- Telephone system replacement – Above, we mention stabilizing the telephone system. Stabilization was achieved by removing a failing server which eliminated system redundancy and increased the probability of a catastrophic outage. The current telephone system was installed in 2008 and is end-of-service-life. We have been unable to get software updates for the telephone system to improve the current situation.



This proposal is an extension of our original project management agreement to cover the period of November 2020 through June 2021.

Scope of Work

The City has requested that ClientFirst provide information technology organization and operational consulting services to the City in order to promptly begin implementation of the Technology Master Plan dated November 2019. The Plan recommends significant technology investments to replace obsolete equipment and software over the next two years. We expect to provide project management for the Plan until the City hires an IT Manager to direct the Plan over the long term. Due to budget considerations, the City has delayed consideration related to hiring an IT Manager until Fiscal Year 2021-22.

In the interim, we propose to provide information technology strategy, management, and advisory expertise to the City, City Information Technology, and Police Department Information Technology. Our oversight will relate to the following types of activities:

- Advise and oversee the procurement and project management of projects identified as high-priority in the Technology Master Plan
 - ♦ Provide oversight related to managing priorities and day-to-day staff workloads
- Advise and oversee the implementation of IT Operations Best Practices
 - ♦ Focus on the creation and implementation of IT Operations Best Practices to provide additional structure for IT staff activities
- Advise and oversee IT Procurement and Project Management Best Practices
 - ♦ Provide oversight with the procurement of the items identified as high-priority as a part of the Technology Master Planning process
 - ♦ Work with City IT staff to create and implement an inclusive methodology for vendor selection
- Coordinate vendor activities and provide project-related advice as necessary
- Coordinate project and management communications and provide oversight as necessary
- Facilitate and participate in weekly IT project team meetings
 - ♦ Participate in critical or high-priority project review meetings
- Oversee with project coordination in conjunction with City project coordinators
- Other IT strategy and management oversight as needed

Under the direction of the City's Director of Administrative Services, ClientFirst will provide such oversight on a time-and-materials basis until June 30, 2021.



Fees

Our billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates <i>Time-and-Materials Special or Ad Hoc Projects</i>	
Consultant Level	Hourly Rate
Administrative Staff	\$ 55
Consultant	\$ 125
Network Consultant	\$ 150
Senior Network Consultant	\$ 175
Partner/Project Manager	\$ 195

Proposed Work Plan

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals selected to perform the specific elements of those requests. Travel time will not be billed, but mileage will be billed at normal IRS-recommended rates.

The following is an estimated schedule for consulting services covered under this agreement:

Step	IT Project Management	Weeks	Total Hours	Tom J.	Aaron
IT Operational Assistance				Hours/Week	Hours/Week
1	Team Meetings	34	102	1	2
2	Oversight of Technology Master Plan Projects	34	340	2	8
3	Contingency - Emergency Project Assistance	1	48	8	40
		Hours	490	110	380
		Rates		\$195	\$175
		Fees	\$87,950		
		Expenses	\$500		
		Total	\$88,450		

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.



Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.

Acceptance

If this proposal is in accordance with the City's understanding of the services to be performed by ClientFirst, please sign and date this letter, and return it, physically or electronically.

If you have any questions, feel free to contact me at 951.739.7989 or via email at tjakobsen@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

Tom Jakobsen

Partner

IT Infrastructure and Operations Practice Leader

Accepted by	
City of South Gate, CA	
Signature	Date
Name and Title (print)	

Amendment No. 3 to
Contract No. 2020-22-AC

**AMENDMENT NO. 3 TO CONTRACT NO. 2020-22-AC
FOR CONTINUED IT PROJECT MANAGEMENT SERVICES
BETWEEN THE CITY OF SOUTH GATE
AND CLIENTFIRST TECHNOLOGY CONSULTING**

This Amendment No. 3 to Contract No. 2020-22-AC for continued IT Project Management Services ("Amendment No. 3") is made and entered into on July 13, 2021, and retroactively effective July 1, 2021, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, a California limited liability corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, on March 2, 2020, City and Consultant executed Contract No. 2020-22-AC for Professional Services with Consultant ("Agreement"), to provide IT Project Management Services, through and including July 2, 2020, in an amount not to exceed Forty-Eight Thousand Three Hundred Eighty Dollars (\$48,380) (Exhibit "B");

WHEREAS, on May 26, 2020, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1"), to continue providing IT Project Management Services, through and including September 30, 2020, in an amount not to exceed Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390) (Exhibit "C");

WHEREAS, on November 10, 2020, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2"), to continue providing IT Project Management Services, through and including June 30, 2021, in an amount not to exceed Eighty-Eight Thousand Four Hundred Fifty Dollars (\$88,450) (Exhibit "D"); and

WHEREAS, the City Council and Consultant desire to execute Amendment No. 3 to the Agreement ("Amendment No. 3"), retroactively effective July 1, 2021, to continue providing IT Project Management Services, through and including March 31, 2022, in an amount not to exceed Ninety-Nine Thousand Six Hundred Twenty-Five Dollars (\$99,625), under the terms and conditions of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to the sum of Two Hundred Ninety-Eight Thousand Eight Hundred Forty-Five Dollars (\$298,845).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **SCOPE OF WORK.** Consultant agrees to continue its services and perform the tasks identified in Exhibit "A" and made a part of the Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3. The Scope of Work may be amended from time to time by way of a written directive from City.
 - b. **TERM OF AGREEMENT.** This Amendment No. 3 is **retroactively effective July 1, 2021 through and including March 31, 2022.**
 - c. **COMPENSATION.** The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **Ninety-Nine Thousand Six Hundred Twenty-Five Dollars (\$99,625)**. No additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A," unless first approved by the Director of Administrative Services. No travel expenses to attend business meetings and/or any other business, other than mileage, shall be billed to City.
2. **EFFECT OF AMENDMENT.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

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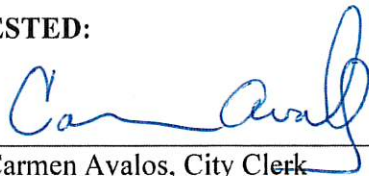
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: 
Al Rios, Mayor

Dated: 07-22-2021

ATTESTED:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**CLIENTFIRST TECHNOLOGY
CONSULTING:**

By: 
David Krout, Managing Partner

Dated: 7/12/2021

June 11, 2021

Ms. Jackie Acosta
Director of Administrative Services
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: Proposal for Continuing IT Project Management

Dear Ms. Acosta:

Please accept this letter as our proposal for ClientFirst to continue to provide project management oversight for the implementation of the Information Technology Master Plan (ITMP). We propose to continue to oversee with IT strategy, management, project oversight, and vendor coordination until at least March 31, 2022.

Our current project management engagement was approved in November 2020 and was budgeted to continue until June 30, 2021. Funding in the current engagement will be exhausted in mid-July 2021. During this timeframe, we have worked with City staff to repair and maintain the current environment and implement several new systems, including:

- New City Hall backups and cloud-based backup improvements
 - Decreasing response time to retrieve deleted files, impacted systems, and improving Disaster Recovery capabilities
- Microsoft Active Directory upgrades, moving from an obsolete to a supported version
 - Improved security and deployment of redundant domain controllers at City Hall and Police Department
- Implementation of new workstations throughout the Police Department and for other users, upgrading all users to Windows 10
- Upgrade of Internet bandwidth, laptop purchases, and other items related to productivity during COVID-19
 - Application implementation to improve remote accessibility
- Implementation of a robust electronic mail archiving system to improve Public Records request processing and data retention
- Wireless improvements for Council Chambers, City Manager's Office, Community Development, and Police Department

Several critical initiatives from the Technology Master Plan are underway, including:

- Office 365 Deployment
- New firewalls and cybersecurity measures at all major facilities
- Resilient Internet connectivity
- Core network switch infrastructure upgrade for City Hall and Police Department
- A much-needed phone system replacement project
- Security Awareness training for all staff
- Enterprise Resource Planning (ERP) system replacement for out-of-date financial systems
- Time and attendance system implementation
- Development and testing of a cybersecurity incident response plan
- Additional cybersecurity improvements to reduce the risk of a successful ransomware or virus attack



We have spent a significant amount of project management time assisting staff during outages, communicating with vendor communication, and coordination in addition to assistance with ITMP-related tasks.

Scope of Work

The City has requested that ClientFirst provide information technology organization and operational consulting services to the City in order to continue implementation of the Technology Master Plan dated November 2019. The Plan recommends significant technology investments to replace obsolete equipment and software over the next several years. We expect to provide project management for the Plan until the City hires an IT Manager to direct the Plan over the long term. Due to budget considerations, the City has delayed consideration related to hiring an IT Manager until the mid-year budget year for Fiscal Year 2021-22.

In the interim, we propose to provide information technology strategy, management, and advisory expertise to the City, City Information Technology, and Police Department Information Technology. Our oversight will relate to the following types of activities:

- Advise and oversee the procurement and project management of projects identified as high priority in the Technology Master Plan
 - ♦ Provide oversight related to managing priorities and day-to-day staff workloads
- Advise and oversee the implementation of IT Operations Best Practices
 - ♦ Focus on the creation and implementation of IT Operations Best Practices to provide additional structure for IT staff activities
- Advise and oversee IT Procurement and Project Management Best Practices
 - ♦ Provide oversight with the procurement of the items identified as high priority as a part of the Technology Master Planning process
 - ♦ Work with City IT staff to create and implement an inclusive methodology for vendor selection
- Coordinate vendor activities and provide project-related advice as necessary
- Coordinate project and management communications and provide oversight as necessary
- Facilitate and participate in weekly IT project team meetings
 - ♦ Participate in critical or high-priority project review meetings
- Oversee with project coordination in conjunction with City project coordinators
- Other IT strategy and management oversight as needed

Under the direction of the City Director of Administrative Services, ClientFirst will provide such oversight on a time-and-materials basis until at least March 31, 2022.



Fees

Our billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates <i>Time-and-Materials Special or Ad Hoc Projects</i>	
Consultant Level	Hourly Rate
Administrative Staff	\$ 55
Consultant	\$ 125
Network Consultant	\$ 150
Senior Network Consultant	\$ 175
Partner/Project Manager	\$ 195

Proposed Work Plan

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals selected to perform the specific elements of those requests. Travel time will not be billed, but mileage will be billed at normal IRS-recommended rates.

The following is an estimated schedule for consulting services covered under this agreement:

Step	IT Project Management	Weeks	Total Hours	Tom J.	Aaron
IT Operational Assistance				Hours/Week	Hours/Week
1	Team Meetings	39	117	1	2
2	Oversight of Technology Master Plan Projects	39	390	2	8
3	Contingency - Emergency Project Assistance	1	48	8	40
	Hours		555	125	430
	Rates			\$ 195	\$ 175
	Fees		\$ 99,625		
	Expenses		\$ 0		
	Total		\$ 99,625		

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.



Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.

Acceptance

If this proposal is in accordance with the City's understanding of the services to be performed by ClientFirst, please sign and date this letter, and return it, physically or electronically.

If you have any questions, feel free to contact me at 951.739.7989 or via email at tjakobsen@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

Tom Jakobsen

Partner

IT Infrastructure and Operations Practice Leader

Accepted by		
City of South Gate, CA		
Signature	Date	
Al Rios, Mayor		
Name and Title (print)		

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

Amendment No. 4 to
Contract No. 2020-22-AC

**AMENDMENT NO. 4 TO CONTRACT NO. 2020-22-AC
FOR CONTINUED IT PROJECT MANAGEMENT SERVICES
BETWEEN THE CITY OF SOUTH GATE
AND CLIENTFIRST TECHNOLOGY CONSULTING**

This Amendment No. 4 to Contract No. 2020-22-AC for IT Project Management Services ("Amendment No. 4") is made and entered into on July 12, 2022, by and between the City of South Gate, a municipal corporation ("City"), and ClientFirst Technology Consulting, a California limited liability corporation ("Consultant"). City and Consultant are sometimes hereinafter referred to as a "Party" and collectively referred to a "Parties."

RECITALS

WHEREAS, on March 2, 2020, City and Consultant executed Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide IT Project Management Services, through and including July 2, 2020, in an amount not to exceed Forty-Eight Thousand Three Hundred Eighty Dollars (\$48,380) (Exhibit "B");

WHEREAS, on May 26, 2020, City and Consultant executed Amendment No. 1 to Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide continued IT Project Management Services, through and including September 30, 2020, in an amount not to exceed Sixty-Two Thousand Three Hundred Ninety Dollars (\$62,390) (Exhibit "C");

WHEREAS, on November 10, 2020, City and Consultant executed Amendment No. 2 to Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide continued IT Project Management Services, through and including June 30, 2021, in an amount not to exceed Eighty-Eight Thousand Four Hundred Fifty Dollars (\$88,450) (Exhibit "D");

WHEREAS, on July 13, 2021, City and Consultant executed Amendment No. 3 to Contract No. 2020-22-AC for Professional Services with ClientFirst Technology Consulting ("Agreement"), to provide continued IT Project Management Services, through and including March 30, 2022, in an amount not to exceed Ninety-Nine Thousand Six Hundred Twenty-Five Dollars (\$99,625) (Exhibit "E");

WHEREAS, City and Consultant desire to execute Amendment No. 4 to provide continued IT Project Management Services, through and including September 30, 2022, in an amount not to exceed Forty-Eight Thousand Seven Hundred Seventy-Five Dollars (\$48,775), under the terms and conditions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 to the sum of Three Hundred Forty-Seven Thousand Six Hundred Twenty Dollars (\$347,620).

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **MODIFICATION TO AGREEMENT.**

1.0 **SCOPE OF WORK.** Consultant agrees to continue its services and perform the tasks identified in Exhibit "A" and made a part of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4. The Scope of Work may be amended from time to time by way of a written directive from City.

2.0 **COMPENSATION.** The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed the sum of **Forty-Eight Thousand Seven Hundred Seventy-Five Dollars (\$48,775)**. No additional compensation shall be paid for any other expenses incurred for tasks identified in Exhibit "A," unless first approved by the Director of Administrative Services. No travel expenses to attend business meetings and/or any other business, other than mileage, shall be billed to City.

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

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

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

ATTEST:

By: [Signature]
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: [Signature]
Raul F. Salinas, City Attorney

CLIENTFIRST TECHNOLOGY CONSULTING:

By: [Signature]
Tom Jackobsen, Managing Partner

June 20, 2022

Mr. Kristopher Ryan
Director of Administrative Services
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: Proposal for Continuing IT Project Management

Dear Mr. Ryan:

Please accept this letter as our proposal for ClientFirst to continue to provide project management oversight for the implementation of the Information Technology Master Plan (ITMP). We propose to continue to oversee with IT strategy, management, project oversight, project implementation and vendor coordination until at least September 30, 2022.

Our most recent project management engagement was approved in July 2021 and was budgeted to continue until March 31, 2022. Funding in the current engagement will be exhausted in mid-April 2022. During this timeframe, we have worked with City staff to continue the implementation several new systems as recommended by the ITMP, including:

- Redundant internet connections to improve internet availability
- New firewalls to improve the city's cyber security posture and comply with Criminal Justice Information Systems (CJIS)
- Upgraded anti-virus solution that can be managed centrally, reducing out-of-date desktop software and speeding deployment
- Security Awareness training for all staff
- Implementation of IT Help Desk software for City Hall and Police
 - ♦ Help Desk software will improve tracking of users' trouble ticket and request resolution.

Several critical initiatives from the Technology Master Plan are underway, including:

- Office 365 implementation is nearly complete, some final wrap-up items remain, including:
 - ♦ Ability to send employee pay stubs to Gmail accounts
 - ♦ Decommissioning existing Exchange servers
- Core network switch infrastructure upgrade for City Hall and Police Department
 - ♦ Council has approved the equipment procurement, supply chain issues have delayed shipment, which is not scheduled for mid-April.
- A much-needed phone system replacement project
 - ♦ Council has approved the equipment procurement; initial installation work is scheduled for April with full implementation scheduled for later this Spring.
- Multi-Factor Authentication for Office 365 and other remote access methods
- Mobile Device Management for laptops, tablets, and smartphones
- Development and testing of a cybersecurity incident response plan
 - ♦ An "user facing" version has been drafted to assist staff in identifying potential risks and properly responding to those risks.



Scope of Work

The City has requested that ClientFirst provide information technology organization and operational consulting services to the City in order to continue implementation of the Technology Master Plan dated November 2019. The Plan recommends significant technology investments to replace obsolete equipment and software over the next several years.

We propose to provide information technology strategy, management, implementation and advisory expertise to the City, City Information Technology, and Police Department Information Technology. Our oversight will relate to the following types of activities:

- Provide project management services related to the implementation of the following Technology Master Plan projects:
 - ♦ Telephone system replacement project including telecommunications services upgrades
 - ♦ Ongoing efforts to receive core network switches. These products have been delayed by supply chain issues.
- We expect to assist with the implementation of the following initiatives recommended by the Technology Master Plan:
 - ♦ Final decommissioning of on-premise Exchange servers. They have been replaced by Office 365.
 - Improvements to Office 365 services including delivery of pay stubs through Google mail
 - ♦ Implementation of Mobile Device Management (MDM) software for City-owned laptops, tablets, and smartphones.
 - City staff to coordinate any physical installation and troubleshooting
 - ClientFirst to:
 - Recommend MDM solution for procurement
 - Configure MDM solution for implementation
 - Assist in troubleshooting implementation errors
 - Provide project management
- Implementation of Multi-factor Authentication (MFA) for Office 365 and, VPN and Splashtop remote access.
 - ♦ City staff to coordinate any physical installation and troubleshooting
 - ♦ ClientFirst to:
 - Recommend MFA solution for procurement
 - Configure MFA solution for implementation
 - Assist in troubleshooting implementation errors
 - Provide project management
- Work with staff to review and validate the city's cyber security incident response plan
- Work with staff to install new cybersecurity server certificates
- Work with staff to improve the email relay to include employee Gmail accounts

We expect to complete all project work for MDM, MFA, Office 365, telephone system replacement, and cyber security certificates by September 30, 2022.

Core switch implementation is not expected until fall 2022 due to extended supply chain issues.

Note: Completion of MDM and MFA is contingent of City procurement of recommended MDM and MFA software.



Fees

Our billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates <i>Time-and-Materials Special or Ad Hoc Projects</i>	
Consultant Level	Hourly Rate
Administrative Staff	\$ 55
Consultant	\$ 125
Network Consultant	\$ 150
Senior Network Consultant	\$ 175
Partner/Project Manager	\$ 195

Proposed Work Plan

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals selected to perform the specific elements of those requests. Travel time will not be billed, but mileage will be billed at normal IRS-recommended rates.

The following is an estimated schedule for consulting services covered under this agreement:

Step	IT Project Management - FY22/23	Weeks	Total Hours	Tom J.	Aaron	Michael R.	Pete G.	Marci a
	IT Operational Assistance			Hours/Week	Hours/Week	Hours	Hours	Hours
1	Team Meetings	26	78	1	2			
2	Oversight of Technology Master Plan Projects	26	156	2	4			
3	Project Implementation Assistance (Hours)	1	72	12	60			
	Gmail paystubs	1	8				8	
	Cyber Security certificates	1	8				8	
	Decommission Exchange Servers	1	40				40	
	MDM Implementation	1	40			40		
	MFA Implementation	1	60			60		
	Telecommunications Assistance	1	40					40
	Hours		502	15	66	100	56	40
	Rates			\$195	\$175	\$175	\$175	\$175
	Fees		\$48,775					
	Expenses		N/A					
	Total		\$48,775					



Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.

Acceptance

If this proposal is in accordance with the City's understanding of the services to be performed by ClientFirst, please sign and date this letter, and return it, physically or electronically.

If you have any questions, feel free to contact me at 951.739.7989 or via email at tjakobsen@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of South Gate.

Sincerely,

Tom Jakobsen

Partner

IT Infrastructure and Operations Practice Leader

Accepted by	
City of South Gate, CA	
Signature	Date
Name and Title (print)	

NOV 02 2022

8:39 AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Special Meeting of: November 10, 2022Originating Department: Police

Department Director: _____

Darren Arakawa

City Manager _____

Chris Jeffers

SUBJECT: ADDENDUM NO. 9 TO CONTRACT NO. 3130 WITH ENTERPRISE FM TRUST FOR THE LEASE OF A 2022 CHEVROLET SILVERADO FOR THE POLICE DEPARTMENT

PURPOSE: To amend Contract No. 3130 with Enterprise FM Trust for the lease of a 2022 Chevrolet Silverado for the Police Department Services Division.

RECOMMENDED ACTIONS: The City Council will consider:

- Approving Addendum No. 9 to Contract No. 3130 (Master Equity Lease Agreement) with Enterprise FM Trust to include the lease of a 2022 Chevrolet Silverado for the Police Department for a term of 60 months in the total amount of \$52,859.60; and
- Approving a Purchase Order Agreement with Black and White Emergency Vehicles for the purchase and installation of necessary emergency equipment for this 2022 Chevrolet Silverado, in the amount of \$5,065.29; and
- Authorizing the Mayor to execute Addendum No. 9 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Funds for this purchase were included in the Fiscal Year 2022/23 Asset Forfeiture Fund Budget for the first annual lease payments which will total \$10,991.12. The lease payments for the following 4 years will be \$10,467.12 per year and will also be funded from the Asset Forfeiture Fund.

ANALYSIS: This lease agreement was explored to allow the Police Department to procure vehicles for use in the field without compromising the value due to mileage and maintenance issues. The vehicle to be replaced is unit #160, a 2008 Toyota Tacoma with over 187,000 miles.

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

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

- ATTACHMENTS:**
- A. Proposed Addendum No. 9 (including Exhibit A - Open-End (Equity) Lease Rate Quote 6790922)
 - B. Quote from Black and White Emergency Vehicles
 - C. Master Equity Lease Agreement (Contract No. 3130)
 - D. TIPS Vendor Contract Award

**ADDENDUM NO. 9 TO CONTRACT NO. 3130, SERVICE AGREEMENT
FOR THE LEASE OF A 2022 CHEVROLET SILVERADO BETWEEN THE
CITY OF SOUTH GATE AND ENTERPRISE FLEET MANAGEMENT, INC.**

This Addendum No.9 to Contract No. 3130, Service Agreement for the lease of a 2022 Chevrolet Silverado ("Addendum No. 9"), is made and entered into on November 10, 2022, by and between the City of South Gate, a municipal corporation ("City" or "Lessee"), and Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"). City and EFM are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

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

RECITALS

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

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

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

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

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

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

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

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

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

WHEREAS, the City desires to lease a 2022 Chevrolet Silverado for the Police Department for a term of 60 months in the total amount not to exceed Fifty-Two Thousand Eight Hundred Fifty-Nine Dollars and Sixty Cents (\$52,859.60) for said vehicle pursuant to the Open-End (Equity) Lease Rate Quote No. 6790922, attached hereto as Exhibit “A”; and

WHEREAS, to document and administratively track the lease of the 2022 Chevrolet Silverado, the City has requested, and EFM has agreed, to execute this Addendum No. 9, with the understanding that the terms of said leasing shall remain subject to the Agreement without modification, including schedules and related documentation applicable to the 2022 Chevrolet Silverado.

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

- a. **TERM OF AGREEMENT.** The City hereby certifies and authorizes the Mayor of the City of South Gate to execute this Addendum No. 9 and to deliver the same to EFM, and further authorizes the City Manager to execute and deliver to EFM any other necessary documentation in connection with the execution of Schedules for the 2022 Chevrolet Silverado, together with any other necessary documents in connection therewith. The term of the Agreement is for 60 months (5 years) beginning from the date of delivery of said vehicle.
- b. **SCOPE OF WORK AND COMPENSATION.** The amount of compensation paid by City to EFM under Addendum No. 9 shall not exceed **Fifty-Two Thousand Eight Hundred Fifty-Nine Dollars and Sixty Cents (\$52,859.60), or Ten Thousand Nine Hundred Ninety-One Dollars and Twelve Cents (\$10,991.12)** for the first year and **Ten Thousand Four Hundred Sixty-Seven Dollars and Twelve Cents (\$10,467.12)** each year thereafter for the next four years.

2. EFFECT OF AMENDMENT.

City and EFM acknowledge that the 2022 Chevrolet Silverado referenced above shall be subject to the same terms as set forth in Agreement, and any related Schedules and documentation required by EFM. Except as expressly amended herein, all other terms and conditions of Agreement shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall otherwise remain unchanged during the term of Agreement as amended by Section 1. above. Furthermore, City reserves the right to amend Agreement as City deems necessary.

3. EFFECTIVE DATE.

The effective date of this Addendum No. 9 is November 10, 2022, with the understanding that the Agreement becomes effective when said 2022 Chevrolet Silverado is delivered to Lessee. Agreement as amended herein shall remain in effect through and including the term of five years of said lease, unless extended or terminated otherwise in accordance with the terms of Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 9 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:


By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

**ENTERPRISE FLEET
MANAGEMENT, INC.:**

By: _____
Gregory Hackett, Regional Manager



Prepared For: South Gate Police Dept

Corella, Carlos

Date 10/12/2022

AE/AM GH0

Unit # 26DT5B

Year 2022 Make Chevrolet Model Silverado 1500

Series Custom 4x2 Crew Cab 5.75 ft. box 147.4 in. WB

Vehicle Order Type In-Stock Term 60 State CA Customer# 513145

\$ 41,754.00 Capitalized Price of Vehicle¹

\$ 0.00 * Sales Tax 0.0000% State CA

\$ 636.75 * Initial License Fee

\$ 0.00 Registration Fee

\$ 0.00 Other: (See Page 2)

\$ 0.00 Capitalized Price Reduction

\$ 0.00 Tax on Capitalized Price Reduction

\$ 0.00 Gain Applied From Prior Unit

\$ 0.00 * Tax on Gain On Prior

\$ 0.00 * Security Deposit

\$ 0.00 * Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 41,754.00 Total Capitalized Amount (Delivered Price)

\$ 563.68 Depreciation Reserve @ 1.3500%

\$ 227.49 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 791.17 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program³ Contract Miles 0Incl: # Brake Sets (1 set = 1 Axle) 0**\$ 0.00 Additional Services SubTotal**\$ 81.09 Sales Tax 10.2500%State CA**\$ 872.26 Total Monthly Rental Including Additional Services**\$ 7,933.20 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

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

Order Information

Driver Name TBD

Exterior Color (0 P) Black

Interior Color (0 I) Jet Black w/Cloth Seat Trim

Lic. Plate Type Exempt

GVWR 0

Comp/Coll Deductible 0 / 0OverMileage Charge \$ 0.00 Per Mile# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 20,000

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

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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

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

LESSEE South Gate Police Dept

BY

TITLE

DATE

^{*} INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Window Tint	C	\$ 399.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 399.00
Aftermarket Equipment Total		\$ 399.00

Other Totals

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

VEHICLE INFORMATION:

2022 Chevrolet Silverado 1500 Custom 4x2 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: CC10543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,748.9	\$43,900.00
Total Options	\$-1,455.50	\$-1,550.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$42,088.40	\$44,145.00

SELECTED COLOR:

Exterior: GBA-(0 P) Black

Interior: H0U-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1CX	Preferred Equipment Group 1CX	NC	NC
1SZ	2.7L Turbo Engine Credit	\$-1,410.00	\$-1,500.00
A2X	10-Way Power Driver Seat w/Lumbar	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
ACCESS	Chevrolet Connected Access Capable	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
B30	Color-Keyed Carpeting Floor Covering	Included	Included
B32	Front Rubberized Vinyl Floor Mats	Included	Included
B33	Rear Rubberized-Vinyl Floor Mats	Included	Included
BLUE	Bluetooth For Phone	Included	Included
BTV	Remote Vehicle Starter System	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
COMP	Compass	Included	Included
CTT	Hitch Guidance	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GBA_01	(0 P) Black	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI4	120-Volt Instrument Panel Power Outlet	Included	Included
L3B	Engine: 2.7L Turbo High-Output	STD	STD
MQE	Transmission: 8-Speed Automatic	STD	STD
N33	Manual Tilt Wheel Steering Column	Included	Included
NZP	Wheels: 20" x 9" Bright Silver Painted Aluminum	STD	STD
PAINT	Solid Paint	STD	STD

CODE	DESCRIPTION	INVOICE	MSRP
PCX	Custom Convenience Package	Included	Included
PDX	Custom Value Package	Included	Included
PED	Chevy Safety Assist	Included	Included
PPW	Wireless Phone Projection	Included	Included
QAB	Tires: 275/60R20 AS BW	STD	STD
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
R7N	Not Equipped w/Steering Column Lock	\$-45.50	\$-50.00
RFO	Not Equipped w/Rear USB Ports	NA	NA
STDTM	Cloth Seat Trim	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2K	SiriusXM Radio	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar & Chevrolet Connected Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UF2	LED Cargo Area Lighting	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UTJ	Theft Deterrent System (Unauthorized Entry)	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z60	High Capacity Suspension Package	STD	STD
Z82	Trailer Package	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trairling with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: remote engine start - keyfob
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-leveling Headlights: auto-leveling headlights
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers

Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system

Panic Alarm: panic alarm

Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Cabback Insulator: cabback insulator

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

Shift Knob Trim: urethane shift knob

Floor Mats: rubber front and rear floor mats

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

BLACK & WHITE

EMERGENCY VEHICLES

590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
10/12/2022	2074

Name / Address
South Gate Police Department 8620 California Ave. South Gate, CA 90280

Ship To
South Gate Police Department 8620 California Ave. South Gate, CA 90280 USA

Customer	Terms
2022 Dodge Durango Build	Net 30

Item	Description	Qty	Rate	Total
C3900U	Code3 Slim Speaker w/Universal U Bracket	1	172.89	172.89T
C-4014	Storm Siren Rev. 2	1	275.00	275.00T
358118111	HELLA HERO Strobe Amber	4	129.05	516.20T
358118351	Hella Hero Adapter A6	4	14.14	56.56T
PMP2WSSSB	Window Shroud Kit for 4" Light w/Stud Mount	4	16.31	65.24T
EMPS2STS3R	mpower 4" Fascia Light w/Stud Mount 8 LED Single Color Red	2	149.42	298.84T
EMPS2STS3B	mpower 4" Fascia Light w/Stud Mount 8 LED Single Color Blue	2	149.42	298.84T
BWROTARY	3 Position Rotary Switch with Knob, 3 40a Relays, & Horn Ring Relay	1	145.00	145.00T
8025B	Screw Terminal Fuse Block 6 Circuit W/Cover and Negative Bus and Blown Fuse Indicator	1	29.95	29.95T
4703-100B	Thermal Circuit Breaker 100A Surface Mount	1	30.35	30.35T
WINDOWTNT	Window Tint	1	245.00	245.00
UNDERCOVER,BUILD	Installation of Emergency lighting and equipment into a 2022 Dodge Durango Undercover Vehicle	26	100.00	2,600.00
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	1	125.00	125.00T
Quotes are subject to change and are Valid for 30 Days			Subtotal	\$4,858.87
			Sales Tax (10.25%)	\$206.42
Signature _____			Total	\$5,065.29

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301
JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM

Contract No. 3130

MASTER EQUITY LEASE AGREEMENT

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

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

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

Initials EFM _____ Cust. 

Page 1

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

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

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

11. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: City of South Gate

LESSOR: Enterprise FM Trust

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

By: Jorge Morales
Title: Mayor

By: Daniel Simonetti
Title: Regional Sales Manager

By: Raul F. Salinas
Title: City Attorney

Address: 17210 S Main St suite 103
Gardena, CA 90248

By: Carmen Avalos
Title: City Clerk

Date Signed

7/21/15

Address: 8650 California Avenue
South Gate, CA 90280

Date Signed:

07/14/2015

Initials EFM

CUAL

(Signature)

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

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

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

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Commercial Automobile Liability insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Commercial Automobile Liability insurance policy of any kind with respect to any Vehicle, provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Commercial Automobile Liability insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Commercial Automobile Liability insurance in the form of a Commercial Automobile Liability insurance policy which complies in all respects, other than the amount of Commercial Automobile Liability insurance required, with Section 11 of the Agreement.

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

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

LESSEE: City of South Gate

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

By: 
Title: Mayor

By: Daniel Simonetti
Title: Regional Sales Manager

Date Signed: 07/14/2015

Date Signed: _____

By: Raul F. Salinas
Title: City Attorney

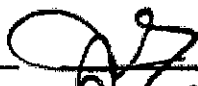



Date Signed: 07/21/2015

By: Carmen Avalos
Title: City Clerk


Date Signed: 7/21/15

OFFICER CERTIFICATE

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

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

Date: 07/14/15



Mayor Jorge Morales

The Interlocal Purchasing System

Purchasing Made Personal



Printed 26 October 2022

www.efleets.com

**Enterprise Fleet Management**

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

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	1420 W. Mockingbird Lne. #640	NAME Charlie Martin
CITY	Dallas	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75247	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N**HUB: N****SERVING STATES**

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

<p>Enterprise Fleet Management is a full-service fleet management business for governmental entities and companies with small and medium-size fleets. Enterprise Fleet Management supplies most makes and models of cars, light- and medium duty trucks and service vehicles across North America. The company is owned by the Taylor family of St. Louis, who, through regional subsidiaries, also own and operate Enterprise Rent-A-Car's extensive network of more than 5,500 neighborhood and airport branch offices, all located within 15 miles of 90 percent of the U.S. population. Services offered by Enterprise Fleet Management include: • Acquisition. Helps businesses acquire fleet vehicles in the most cost effective and efficient manner. • Funding. Offers flexible terms that can lessen the amount of debt on your company's balance sheet as compared to traditional loans. • Registration and Renewal. Handles the license and registration process across all 50 states • Remarketing. Helps businesses sell vehicles across all available channels while ensuring the best market price. • Online Reporting. Customized reports allow clients to view their data in a way that best suites their needs. • Maintenance. Offers the industry's most extensive full-maintenance program, extending maintenance coverage to virtually all makes of cars, light duty trucks, and service vehicles, as well as many diesel engine vehicles. • Fuel Management. Offers one customized card to suit all of your fueling needs authorized for use at most fueling stations around the country. . Environmental Services, www.drivingfutures.com/fleetmanagement • Vehicle Cycling/Fleet Optimization • Emerging Fuel and Engine Technologies • Offsetting Greenhouse Gas Emissions • Fleet Emission Footprint Analysis « Additional services include risk management programs, driver safety program, fleet rental programs, and more. With 58 fully-staffed office nationwide, Enterprise Fleet Management has been recognized with the Automotive Service Excellence (ASE)</p>

AWARDED CONTRACTS "View EDGAR Doc" on Website

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

CONTACTS BY CONTRACTS

190402

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

NOV 02 2022

6:30pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Special Meeting of: November 10, 2022Originating Department: Public Works

Department Director: _____

Arturo Cervantes

City Manager: _____

Chris Jeffers

SUBJECT: AGREEMENT WITH SOUTHWEST PIPELINES AND TRENCHLESS CORPORATION FOR THE CONSTRUCTION OF THE SANITARY SEWER LINING PROJECT, CITY PROJECT NO. 629-SWR

PURPOSE: To recommend award of the Sanitary Sewer Lining Project, City Project No. 629-SWR ("Project"). The Project will address issues with sanitary sewer pipelines on California Avenue and alley north of Abbott Road. The lowest responsible bidder is Southwest Pipelines and Trenchless Corporation.

RECOMMENDED ACTIONS: The City Council will consider:

- Approving an Agreement with Southwest Pipelines and Trenchless Corporation for the construction of the Sewer Lining Project, City Project No. 629-SWR, in an amount not-to-exceed \$89,950;
- Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- Approving the Notice of Exemption for the construction of the Project and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no impact to the General Fund. The Project is budgeted in the Fiscal Year 2022/23 Capital Improvement Program budget in the amount of \$199,703 in Sewer Funds Account No. 412-732-52-9504 (Sewer Fund – Sewer Lining, City Project No. 629-SWR).

Project Services	Total
Design Consultant	\$15,000
Staff Time	\$5,000
Construction	\$89,950
Construction Contingency	\$20,000
Construction Management	\$20,000
Project Management and Staff Time	\$5,000
Unprogrammed Funds	\$44,753
Total Project Budget	\$199,703

ANALYSIS: The proposed contract was procured through a competitive bid process. Southwest Pipelines and Trenchless Corporation submitted the lowest responsible and responsive bid in the amount of \$53,950. The bid documents included an Optional Bid Alternative and the bid received was \$36,000. Staff is recommending awarding the contract to include both the Base Bid and Optional Bid Alternative, for a total of \$89,950, which is within budget.

The proposed work consists of the rehabilitation of sewer main segments that are in critical conditions. As a part of the Base Bid work, the segments to be rehabilitated include: 270 feet of 10-inch vitrified clay pipe in California Avenue south of Tweedy Boulevard; and 640 feet of 10-inch concrete pipe in the alley north of Abbot Road, between Orange Avenue and Rosewood Avenue (Attachment B). The Optional Bid Alternative work includes rehabilitation of six sewer manholes including installation of polyurethane liners.

BACKGROUND: The City owns and operates a municipal sanitary sewer system which has approximately 120 miles of sewer mains. An inspection of the mainlines on California Avenue and an alleyway north of Abbott Road found pipeline segments to be in a deteriorated state. The Project includes the needed improvements for the pipelines.

On September 1, 2022, staff advertised the Notice Inviting Bids for construction in the South Gate Press newspaper. The Project was also advertised on the City's website and in trade publications such as the eBid Board and others. On October 10, 2022, three bids were received and opened by the City Clerk in a public forum. The summary of the bids is shown below:

No.	Contractor	Base Bid	Optional Bid	Total Bid
1	Southwest Pipeline and Trenchless Corp.	\$53,950	\$36,000	\$89,950
2	Insituform Technologies	\$93,877	\$33,618	\$127,495
3	Sancon Technologies	\$78,840	\$64,710	\$143,550

Favorable bids were received as the engineer's estimate was \$150,000.

Southwest Pipeline and Trenchless Corporation is based in Torrance, California. They have been in business for over twenty years and have an excellent reputation in the construction of sewer rehabilitation. Staff contacted listed references and received positive commentary that Southwest Pipeline & Trenchless Corporation successfully completed projects for the Los Angeles County Sanitation Districts, City of Beverly Hills and City of San Jose. The company has the capacity and experience to perform the work required under the bid solicitation.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1(b) exemption for replacement of public utility services.

Construction of the project is scheduled to begin in February 2023 and be completed in ninety (90) calendar days thereafter.

ATTACHMENTS: A. Proposed Agreement
 B. Site Map
 C. Bid Schedule
 D. Notice of Exemption

LC:lc

**AGREEMENT FOR THE SANITARY SEWER RELINING, CITY
PROJECT NO. 629-SWR BETWEEN THE CITY OF SOUTH GATE
AND SOUTHWEST PIPELINE AND TRENCHLESS CORPORATION**

This Agreement for the Sanitary Sewer Relining, City Project No. 629-SWR ("Agreement"), is made and entered into on November 10, 2022, by and between the City of South Gate, a municipal corporation ("City"), and Southwest Pipeline and Trenchless Corporation, a California corporation, License No. 773862 ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. ____ for the Sanitary Sewer Relining, City Project No. 629-SWR.

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

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefore, the contract sum of **Eighty-Nine Thousand Nine Hundred-Fifty Dollars (\$89,950)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

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

ARTICLE IV

INDEMNIFICATION

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

ARTICLE V

COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence work on a date to be specified in a written Notice to Proceed from the City's Director of Public Works and shall complete all work within two hundred seventy (270) calendar days thereafter (subject to "force majeure" delays, if any, to the extent allowed under the Contract Documents). If the work is not completed within that time, Contractor shall owe and pay to the City liquidated damages in the amount or amounts set forth in the Contract Documents.

ARTICLE VI

EFFECTIVE DATE

This Agreement shall become effective and commence on November 10, 2022.

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

CITY OF SOUTH GATE:


By: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

**SOUTHWEST PIPELINE &
TRENCHLESS CORPORATION:**

By: _____
Justin Duchaineau, President

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

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

DATED: _____

**SOUTHWEST PIPELINE AND
TRENCHLESS CORPORATION:**
Contractor

By: _____
Justin Duchaineau
President

Title

ATTEST:

By: _____
Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

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

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, attention of the City Engineer.
2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

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

Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

Course of construction policies shall contain the following provisions:

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Indemnification

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

THE SANITARY SEWER RELINING, CITY PROJECT NO. 629-SWR

FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate ("City" herein) has awarded TO Southwest Pipelines & Trenchless Corporation, ("Contractor" herein) a Contract for:

THE SANITARY SEWER RELINING, CITY PROJECT NO. 629-SWR

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

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

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of **Eighty-Nine Thousand Nine-Hundred Fifty Dollars (\$89,950)** lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

**CONTRACTOR:
SOUTHWEST PIPELINE &
TRENCHLESS CORPORATION**

By: _____
Justin Duchaineau

Title: _____
President

22118 Vermont Ave
Torrance, CA 90502
(Type address of Contractor)


(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas 
Raul F. Salinas, City Attorney

SANITARY SEWER RELINING, CITY PROJECT NO. 629-SWR

100% PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California ("City" herein), has awarded to Southwest Pipelines & Trenchless Corporation ("Contractor" herein) a Contract for the work described as follows:

THE SANITARY SEWER RELINING, CITY PROJECT NO. 629-SWR

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

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of **Eighty-Nine Thousand Nine-Hundred Fifty Dollars (\$89,950)** for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

**CONTRACTOR:
SOUTHWEST PIPELINE &
TRENCHLESS CORPORATION**

By: _____
Justin Duchaineau

Title: _____
President

22118 Vermont Ave
Torrance, CA 90502
(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)


APPROVED AS TO FORM:

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

14₁₈₆



1" = 113 ft	Sub Title	06/28/2022	
This map may represents a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			

ALLEY NORTH OF ABBOT SEWER



1" = 85 ft	Sub Title	06/28/2022	
This map may represents a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			

Attachment C - Bid Schedule

SEWER LINING PROJECT PHASE 1 - CITY PROJECT No. 629-SWR

Bid Item No.	Description	Est. QTY.	Unit	Southwest Pipeline		Insituform Technologies		Sancon Technologies	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization and Setup	1	LS	\$2,500.00	\$2,500.00	\$6,484.00	\$6,484.00	\$2,500.00	\$2,500.00
2	Cleanup, Punchlist Items and Demobilization	1	LS	\$500.00	\$500.00	\$1,621.00	\$1,621.00	\$2,500.00	\$2,500.00
3	Clean Sewer Lines	1	LS	\$4,800.00	\$4,800.00	\$6,884.00	\$6,884.00	\$4,000.00	\$4,000.00
4	Install 10-Inch CIPP Liner – Alley Main	640	LF	\$40.00	\$25,600.00	\$50.00	\$32,000.00	\$44.00	\$28,160.00
5	Install 10-Inch CIPP Liner – California Avenue Main	270	LF	\$51.00	\$13,770.00	\$67.00	\$18,090.00	\$94.00	\$25,380.00
6	Reconnect 4-inch Sewer Laterals	22	Each	\$30.00	\$660.00	\$162.00	\$3,564.00	\$50.00	\$1,100.00
7	Reconnect 6-inch Sewer Laterals	4	Each	\$30.00	\$120.00	\$162.00	\$648.00	\$50.00	\$200.00
8	Bypass Pumping	1	LS	\$1,000.00	\$1,000.00	\$1,621.00	\$1,621.00	\$5,000.00	\$5,000.00
9	Pre and Post CCTV Inspection and Reports	1	LS	\$750.00	\$750.00	\$811.00	\$811.00	\$2,000.00	\$2,000.00
10	Provide Traffic Control	1	LS	\$750.00	\$750.00	\$18,912.00	\$18,912.00	\$5,000.00	\$5,000.00
11	UV Cured Sectional Liner	1	Each	\$3,500.00	\$3,500.00	\$3,242.00	\$3,242.00	\$3,000.00	\$3,000.00
12	Reline Manholes (Optional Bid Item)	6	Each	\$6,000.00	\$36,000.00	\$5,603.00	\$33,618.00	\$10,785.00	\$64,710.00
Base Bid (Bid Items 1 thr. 11)				\$53,950.00		\$93,877.00		\$78,840.00	
Optional Bid (Bid Item 12)				\$36,000.00		\$33,618.00		\$64,710.00	
Total Bid (Bid Items 1 thr. 12)				\$89,950.00		\$127,495.00		\$143,550.00	
Rank (Based on Lowest Base Bid)				1		2		3	

17

NOTICE OF EXEMPTION

TO: County Clerk/Registrar-Recorder
County of Los Angeles
Environmental Filings
12400 E. Imperial Hwy
Norwalk, CA 90650

FROM: Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

Project Title and Location (including county):**Sewer Lining Project Phase 1- City Project No. 629-SWR.**

Project Location: The project is located on California Avenue from Tweedy Boulevard to 200 feet South of Tweedy Boulevard, and on the Alley North of Abbott Road, from Orange Avenue to Rosewood Avenue, in the City of South Gate, County of Los Angeles, California.

Project Description: The work consists of the rehabilitation of sewer main segments with Cured-In-Place Pipe (CIPP). The segments to be rehabilitated include: 270 feet of 10-inch vitrified clay pipe in California Avenue south of Tweedy Boulevard; and 640 feet of 10-inch concrete pipe in the alley north of Abbot Road, between Orange Avenue and Rosewood Avenue. Also, includes rehabilitation of six sewer manholes connected to the above segments.

Name of Public Agency Approving Project:

City of South Gate - Public Works Department

Name of Person/Agency Carrying Out Project:

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

Exempt Status: (Check one)

- ☐ Ministerial (Sec. 21080 (b) (1); 15268);
- ☐ Declared Emergency (Sec. 21080 (b) (3); 15269(a));
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- ☐ Emergency Project (Sec. 21080 (b) (4); 15269(b) (c));
- ☒ Categorical Exemption: Section: 15301 Class: 1(b)
- ☐ Statutory Exemption: Section: _____ Class: _____

Reasons why project is exempt:

This project is Categorical Exempt under Existing Facilities Section 15301 Class 1(b) for the replacement of existing equipment.

Lead Agency Contact Person and Phone Number:

Arturo Cervantes, P.E., Assistant City Manager/Director of Public Works - City of South Gate
323-357-9567 acervantes@sogate.org

Prepared and filed by the South Gate Public Works Department by:

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

Signature

Printed Name and Title

Date

NOV 02 2022

5:00pm

City of South Gate
CITY COUNCIL


AGENDA BILL

For the Special Meeting of November 10, 2022
Originating Department: City Manager's Office

Management Analyst:


Gisele Mares

City Manager:


Chris Jeffers

SUBJECT: AGREEMENT WITH TRIPEPI SMITH AND ASSOCIATES, INC. TO PROVIDE MARKETING, COMMUNITY OUTREACH, AND SB 1383 EDUCATION SERVICES

PURPOSE: To approve an Agreement with Tripepi Smith and Associates, Inc. ("Tripepi Smith"), to provide marketing, community outreach, and SB 1383 education services.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving an Agreement with Tripepi Smith and Associates, Inc., to provide marketing, community outreach, and SB 1383 education services in an amount not-to-exceed \$57,000;
- b. Appropriating \$57,000 from the Refuse Fund Reserve to expenditure account 413 304-12-6101; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: \$57,000 will need to be appropriated from the Refuse Fund Reserve to the Refuse Expenditure Fund account number 413 304-12-6101 (Professional Services) for FY2022-23 to cover the costs for this agreement.

ANALYSIS: The City awarded a franchise agreement to Universal Waste Systems ("UWS") for residential and commercial solid waste, recycling and organics recycling collection services. UWS will begin providing service January 1, 2023. Due to the complexity of the new solid waste services to be provided along with the short transition period, staff is recommending we contract with a professional firm to provide their expertise in communication and supplement the outreach UWS is performing along with developing more comprehensive educational and information material that the City can host on its web and social media platforms. With the anticipation of significant inquiries starting in December and carrying through the first 90-days of the transition, we want to expedite the public outreach for residents and businesses.

Being able to bring high quality marketing will greatly assist in better targeting the programs and messaging to various customers (i.e. residential, multi-family, and commercial). The services will also be developed in Spanish to ensure maximum exposure. These services will be coordinated with UWS to maximize information and collaboration.

BACKGROUND: The City has worked with Tripepi Smith in the past to help with marketing services for the City's branding, the Delta Fuel Release incident, and the 2020 Census.

Tripepi Smith has recently worked with other cities such as Lynwood, Orange, and Lomita to message out information on organics recycling (SB1383).

Tripepi Smith offers the following:

- 20 years of public and private sector experience. Specializes in three key areas: marketing, communications, and creative services.
- Capabilities include:
 - Full video production/editing/distribution
 - Community engagement and outreach
 - Messaging and communication strategy
 - Social media strategic advice
 - Graphic design
 - Photography

Under the Agreement, Tripepi Smith will provide the following services throughout the year:

- Project management for education and outreach
- Dedicated standalone website for SB 1383 education material
- Animated video (no more than 2 minutes in length) in English and Spanish explaining SB 1383
- Campaign branding/logo including a logo concept/wordmark
- Development of bi-monthly social media graphics/posts, including creation and set-up of 1 ad/boosted post
- Monthly content for e-newsletter/newsletter
- Development of e-newsletter alert template
- Design of 1 postcard or billing insert and 2 flyers to provide necessary information to the community
- 2 press releases and corresponding media outreach
- Package of 4 PSA videos

ATTACHMENT: Proposed Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES FOR MARKETING,
COMMUNITY OUTREACH, AND SB 1383 EDUCATION SERVICES
BETWEEN THE CITY OF SOUTH GATE AND TRIPEPI SMITH AND
ASSOCIATES, INC.**

This Agreement for Professional Services for Marketing, Community Outreach, and SB 1383 Education Services ("Agreement") is made and entered into by and between the City of South Gate, a municipal corporation, ("City"), and Tripepi Smith and Associates, Inc., a California corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, Senate Bill 1383 ("SB 1383"), passed in 2016, requires the City to provide organic waste collection to all residents and businesses, and the City as well as all other municipalities are required to conduct outreach to its residents; and

WHEREAS, City desires to retain a qualified provider for certain services relating to Marketing, Community Outreach and SB 1383 Education Services; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
- 2. COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Fifty-Seven Thousand Dollars (\$57,000)** as described in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the City Manager or his designee.
 - 2.1** Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

- 2.2 Consultant shall be paid in accordance with the schedule included in Consultant's proposal attached hereto as Exhibit "A." City shall pay Consultant within thirty (30) days of receipt of the invoice.
- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of November 10, 2022, and will remain in effect for a period of one year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The City Manager, or his designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the City Manager, or his designee, has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 City may, by written notice to Consultant, terminate the whole or any part of this

Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
 - b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- 6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.
- 6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.4 Non-Discrimination.**
- 6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes

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

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

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

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

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

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

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

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

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

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

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

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

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

6.8.3 Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within

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

6.9 Consultant's Personnel.

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

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

6.11 Legal Construction.

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

- 6.11.3.** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 6.11.4.** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.12 Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.
- 6.13 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, sub-consultants and agents.
- 6.14 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.
- 6.15 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.16 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity,

shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

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

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

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

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

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

TO CITY:

City of South Gate
Chris Jeffers, City Manager
8650 California Ave
South Gate, CA 90280
Email: cjeffers@sogate.org
TEL: (323) 563-9503

WITH COURTESY COPY TO:

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

TO CONSULTANT:

Tripepi Smith
Ryder Todd Smith
President
PO Box 52152
Irvine, CA 92619
E-mail: ryder@tripepismith.com

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

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

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

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

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

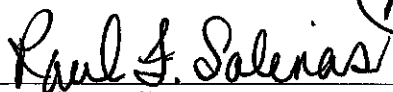
By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, Deputy City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

TRIPEPI SMITH AND ASSOCIATES, INC.:

By: _____
Ryder Smith, President

Dated: _____



RFP response submitted for:

CITY OF SOUTH GATE

SB 1383 Education and Outreach



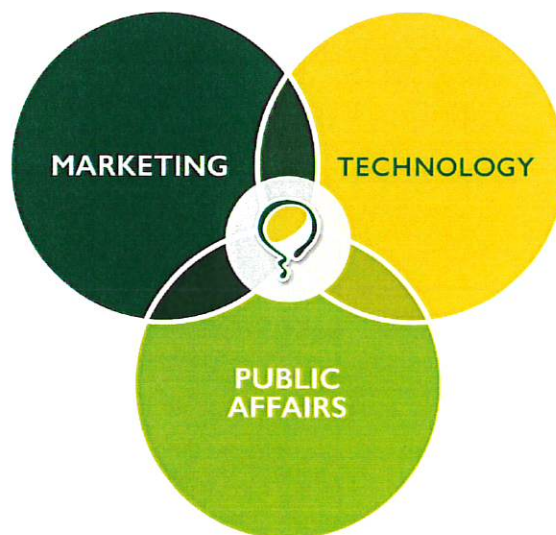
Submitted: October 14, 2022
By: Ryder Todd Smith, President
Jennifer Nentwig, Principal





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INTRODUCTION

Thank you for the opportunity to present Tripepi Smith's services in response to the City of South Gate's need for SB 1383 related outreach services. The City is wise to line up resources for public education that will successfully transition residents to the new way of sorting their waste. Because this is a big behavior shift, Tripepi Smith is ready to dive in with a plan for outreach targeting single-family homes, multi-family properties and commercial businesses. This document outlines a menu of options to maximize flexibility for the City.

Tripepi Smith is a team of nearly 50 communications experts – robust enough to offer experienced and effective professionals for the job, yet small enough to be nimble and responsive. Tripepi Smith offers a spectrum of skills that allows us to match the appropriate resource to the task at hand, letting us execute faster and reduce engagement costs. These resources vary by both years of experience and core hard skills (graphic design versus videography versus writing versus social media versus workshop facilitation, for example). The result: we have the capacity to conduct outreach to the public across a range of platforms.

Tripepi Smith is a force multiplier for the communication operations of agencies across California. From Napa to Duarte to Coronado and out to Indian Wells, Tripepi Smith is actively working with over one hundred public agencies. We gain insights from the breadth of this client work and apply that knowledge to our work with each client.

Regards,

Ryder Todd Smith
Co-Founder & President
Tripepi Smith

ryder@tripepismith.com • (626) 536-2173 • Fax: (949) 679-8371
PO Box 52152, Irvine, CA 92619

Ryder is the contact person throughout the proposal evaluation period.



DECLARATIONS

Authorization

As co-founder and president of Tripepi Smith, I am qualified to enter into agreements with the City of South Gate and to make the statements on behalf of the firm. This proposal is valid for ninety (90) days from October 14, 2022.

Insurance

Insurance certificates will be provided prior to contract execution. Tripepi Smith routinely provides insurance certificates to prove we meet the contracting requirements of public agencies throughout California. We are willing and able to comply with the insurance requirements.

Incorporation

Founded in 2000 and incorporated in 2002 as a California S Corporation, Tripepi Smith is based in Orange County. FEIN: 73-1642614 California Business License: C2414674

Tripepi Smith states that:

- ◆ It can legally conduct business in the state of California and in the City of South Gate, California.
- ◆ It has not colluded in any fashion with other respondents which would restrict or eliminate competition.
- ◆ No employee or official of the City of South Gate has a material or monetary interest in this contract.
- ◆ It is not aware of any other actual or potential conflict of interest related to this proposal and the projects being implemented.

Conflict of Interest Disclosure and Ethics

Tripepi Smith operates in a complex marketplace that is more political than most industries. As a result, conflicts of interest (real or perceived) can arise. The first and foremost obligation of Tripepi Smith is to outline all existing client relationships to prospects so as to let the prospect determine if a conflict exists. At this time, Tripepi Smith does not see any conflicts with our client work and the City of South Gate.

To read more about Tripepi Smith's commitment to ethics:

<https://www.tripepismith.com/about-us/#ethics>



RELATED FIRM EXPERIENCE

Tripepi Smith has been working in local government communications for over ten years and has a strong track record of success on a range of projects, including: public education and outreach related to air and water quality, revenue measure education, COVID-19 crisis communications, economic development advertising campaigns, branding projects, community choice aggregation launch efforts and district formation/redistricting programs.

1. The **City of Orange** hired Tripepi Smith to conduct SB 1383 education and outreach regarding SB 1383 for residents and businesses. The work has included and will include: content development for social media, web, and print materials; design and creation of collateral including a postcard, vertical banner, and stickers; and three in-person workshops for targeted stakeholder groups.
 - Project Team: Principal **Jennifer Nentwig**, Senior Business Analyst **Sara Madsen**, Junior Business Analyst **Kylie Benzing**, Subcontractor **Michael Balliet Consulting**
 - Date of Engagement: May 2022 - Ongoing
2. Tripepi Smith is engaged by the **City of Lomita** to aid in communication and public outreach for Lomita Water and other general City communications. The work has included: SB 1383 public education and outreach, public tours of the water facility, development of Lomita's Consumer Confidence Report, billing inserts, news article development, social media management related to Lomita Water and COVID-19, e-news alerts, Lomita Water website management, development of a stand-alone COVID-19 information portal website, City of Lomita website redesign and a stock photoshoot.
 - Project Team: Principal **Ryder Todd Smith**, Principal **Jennifer Nentwig**, Senior Business Analyst **Sara Madsen**, Business Analyst **Sydni Overly**
 - Date of Engagement: August 2016 - Ongoing
3. The **City of Cypress** hired Tripepi Smith as a subcontractor to conduct SB 1383 public education and outreach for residents and businesses. The work has included: content development for social media, web, and print materials, postcard and flyer design and webpage design.
 - Project Team: Business Analyst **Sara Madsen**, Junior Business Analyst **Kylie Benzing**, Subcontractor **Michael Balliet Consulting**
 - Date of Engagement: April 2021- Ongoing



PARTNERSHIP WITH MICHAEL BALLIET CONSULTING

For public education and outreach related to solid waste, Tripepi Smith is proud to partner with Michael Balliet, a solid waste waste management consultant and auditor who has worked in the California solid waste landscape for over 30 years. Michael Balliet Consulting, LLC, (MBC) has vast experience in franchise waste hauling contracts, developing local government policies and programs, implementation and monitoring services related to State compliance and executing franchise hauler financial and performance audits.

Michael Balliet has worked with nearly 100 jurisdictions in California, Nevada, Texas, Georgia and Florida on solid waste compliance and waste hauler management. He joins forces with Tripepi Smith in the capacity of a Director-Level Advisor with the firm.

MBC FIRM EXPERIENCE

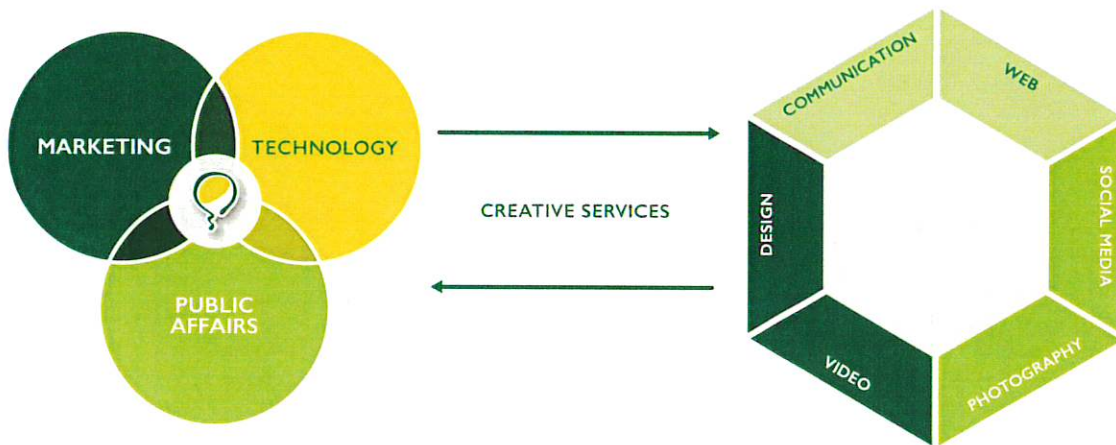
1. The **City of Costa Mesa** hired MBC in 1992, and Michael has helped them develop and implement all solid waste compliance programs since then and has helped manage their non-exclusive franchise hauler system.
 - Date of Engagement: 1992 – Ongoing
2. The **City of Irvine** hired MBC in 2014. Michael has served as the City's technical assistance arm for State compliance to one of the largest and most diverse business communities in Southern California.
 - Date of Engagement: 2014 - Ongoing
3. The **City of Los Alamitos** work has engaged MBC since 2013. MBC oversaw an RFP process to select a new franchise hauler. This included developing a new SB 1383-compliant ordinance and franchise agreement. He also conducted workshops to execute City residents on SB 1383 compliance and the services requested by the new hauler. MBC has handled negotiations related to an extraordinary rate increase request to provide the City's organic waste program, helping the City receive a 40% reduction from the proposed rate. From mid-2017 (late start due to negotiations) forward MBC provided a technical assistance program to bring the City to a 90% compliance rate with AB 1826, on a voluntary subscription service basis.
 - Date of Engagement: 2013 - Ongoing



COMPANY OVERVIEW

A Public Affairs Firm that Understands Local Government

Tripepi Smith excels at public affairs. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service marketing and creative services firm, Tripepi Smith delivers content and design tailored for local government, public agencies, nonprofits and private companies—each strongly represented in our client list.



Grounded in Civic Affairs

Co-Founder and CFO Nicole Tripepi Smith is a second-generation civic affairs professional (her father was a city manager for 28 years), and Co-Founder and President Ryder Todd Smith brings over a decade of public agency marketing and communications experience to the table.

Implementing Strategy and Engaging Audiences

Tripepi Smith recognizes the important interplay of public affairs and design. It's about presenting ideas that advance communities and public institutions. An important corollary to this is providing the creative services that can build materials to engage audiences and make ideas resonate. Tripepi Smith's multi-faceted design team enables us to reach these goals and lead effective creative strategy.



Strategic

Tripepi Smith is a provider of technology, communications and public affairs services. We leverage our skills and experiences in each of these areas to deliver efficient, technologically driven communication solutions that reflect our deep understanding of local government. Our team has a strong record of working with public agencies, joint powers authorities and not-for-profit organizations throughout California to better engage and connect with their stakeholders and community.

"...solutions that reflect our deep understanding of local government."

Creative

Tripepi Smith's creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services around email campaigns, social media, blogging, SEO, video production and more. This integrated approach to content development makes the process more efficient and more effective for clients.

Content x Distribution = IMPACT

Tripepi Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertising, Google Analytics and Twitter Flight School, among others. We take digital seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content. Without content distribution there is no IMPACT.

Tripepi Smith Testimonial

" Tripepi Smith was a critical partner who helped us inform voters about Measure F-20. The firm got up and running quickly and outlined an appropriate plan to ensure transparency and public awareness of this local matter. The results were even noticed in neighboring cities who approached me asking for guidance on how they could do the same to inform their community. "

Matthew Bronson
City Manager, Grover Beach





Team Tripepi Smith

	Ryder Todd Smith Co-founder & President	Nicole Smith Co-founder & CFO	
CREATIVE SERVICES	Katherine Griffiths, APR Principal	Jennifer Nentwig, APR Principal	Jon Barilone Principal
Kevin Bostwick Art Director	Cameron Grimm Director	Jennifer Vaughn Director	Karen Villaseñor Sr. Business Analyst
Kjerstin Wingert Sr. Graphic Artist	Melanie James Sr. Business Analyst	Saara Lampwalla Sr. Business Analyst	Kaitlyn Wu Sr. Business Analyst
Sara Madsen Sr. Business Analyst	Hannah Lebiga Business Analyst	Sydni Overly Business Analyst	Allison Torres Business Analyst
Anne Jang Jr. Business Analyst	Nolan Voge Jr. Business Analyst	Danielle Rodriguez Business Analyst	Kaetlyn Hernandez Business Analyst
Josh Hernandez Jr. Business Analyst	Josiah Solis Jr. Business Analyst	Kevork Kurdoghlian Business Analyst	Kylie Benzing Jr. Business Analyst
Eldon Shih Jr. Business Analyst	John Balliet Jr. Business Analyst	Skyler Addison Jr. Business Analyst	Charlie Mounts Jr. Business Analyst
Molly Alvarado Jr. Business Analyst	Sophie Doane Jr. Business Analyst	Kalee Cummings Jr. Business Analyst	Claire Torza Jr. Business Analyst
Kayla Cao Jr. Business Analyst	Melanie Moore Jr. Business Analyst	Cailyn Thompson Jr. Business Analyst	Jacob Lyle Jr. Business Analyst
Alyson Nichols Jr. Business Analyst	Morgan Mock Jr. Business Analyst	David Gushue Jr. Business Analyst	Amy Gallagher Jr. Business Analyst
Brooke Hager Jr. Business Analyst	Olivia Moore Jr. Business Analyst	Amanda Avery Jr. Business Analyst	Luis Verdin Jr. Business Analyst



Tripepi Smith's team of nearly 50 communications experts offers the right professionals for the job while being small enough to be nimble and responsive. Tripepi Smith has a spectrum of experience and skills that allows us to apply the appropriate resource to the appropriate tasks to both execute faster and reduce engagement costs. These skills vary by both years of experience and core hard skills (graphic design, videography, writing, and social media, for examples).

At Tripepi Smith, experienced directors and analysts drive strategy and implement messaging with support from three in-house accredited public relations professionals. Government affairs experts and policy wonks innovate for our dozens of municipal clients. Ten creative professionals generate compelling branding, websites, design, social media, photography and video. The result: we have an ability to tell a complete story across mediums all within our one team.

Our firm operates in a virtual office environment. Being virtual allows us to engage the right talent at the right time, and it enables us to operate more efficiently to save money for our clients. That said, the team—composed of policy wonks, creative message developers, technology gurus and graphic and fine artists—is located throughout California (41) and Texas (2), Arizona (1) and New Mexico (1).



Services Offered

Strategy, Marketing, Communications

- ◆ Strategic development, research, surveys, messaging
- ◆ Social media management
- ◆ Web and social media strategy, optimization (SEO), metrics
- ◆ Web hosting and support
- ◆ Email campaigns
- ◆ Relations (media, stakeholders, public, government)
- ◆ Support and training for events, presentations and virtual gatherings
- ◆ Google AdWords, LinkedIn and Facebook advertising

Creative Services

- ◆ Full-service graphic design for digital, print and outdoor
- ◆ Brand and logo development
- ◆ Content generation, writing and editorial
- ◆ Output services (digital distribution, print management, mail management)
- ◆ Photography, illustration and information graphics
- ◆ Video and animation
- ◆ Web design and implementation

Waste Management Consultant Services (through partnership with Michael Balliet)

- ◆ Assistance with required enforcement mechanisms (i.e., ordinances and hauler agreement development updates) and procurement policy
- ◆ Compliance assessment of existing City and hauler programs
- ◆ Technical assistance programs to businesses and other stakeholders
- ◆ Developing new monitoring and reporting systems
- ◆ Self-haul, construction project and recycler programs for compliance and revenue generation
- ◆ Hauler performance and financial audits, as well as rate negotiations

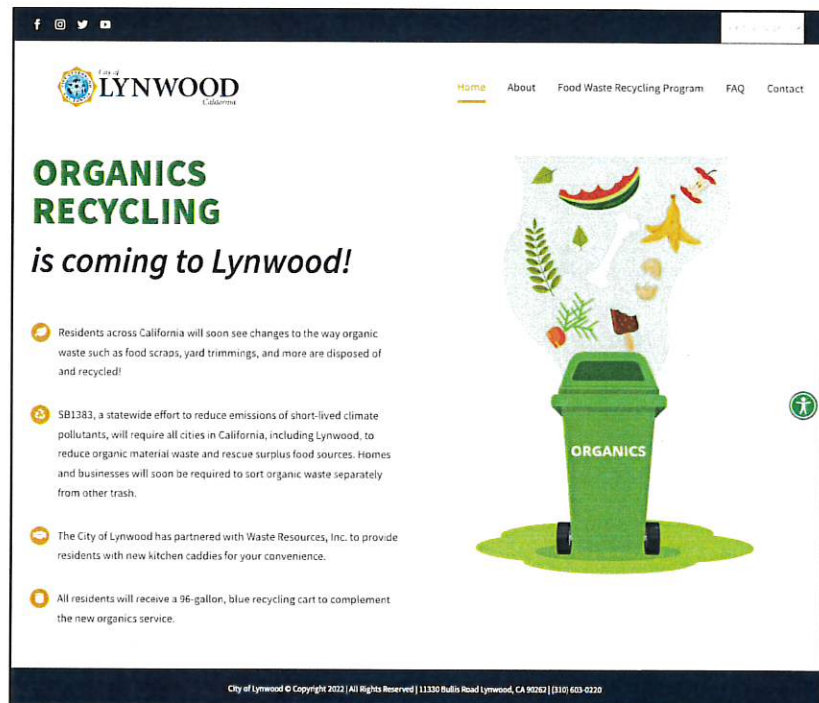


APPROACH TO SCOPE OF ENGAGEMENT

The following scope of work is being quoted by Tripepi Smith for communication and outreach work. Please note that we have Spanish speakers on staff and all communication materials noted below can be produced in both English and Spanish.

Creation and Updates to Program Webpage/Website

Tripepi Smith would create a SB 1383 webpage with information about the state requirements and a preview of the process in the City. Tripepi Smith would update the website/pages on an ongoing basis with resources for the community, including information on edible food recovery, property management requirements and program waivers. The dedicated standalone website is included in both of the proposed packages for South Gate, and (after the first year) incurs a \$610 annual fee for hosting.



Example standalone site using WordPress:

www.LynwoodTrashRates.org



Social Media Support

Tripepi Smith would create bilingual copy and graphics for two social media posts about SB 1383 per month throughout the engagement. We can boost posts (paid advertising) on Facebook and Instagram to help spread the word about the new programs and requirements.



Example social media for the Costa Mesa Sanitary District

Campaign Branding/Logo

Tripepi Smith understands that the efficacy of educational outreach relies on the strength of its recognizability and clarity. Our team is available to develop a unifying brand/logo that will be used on all assets (social media, print materials, webpages, etc.) developed as part of your SB 1383 outreach. This work will align with colors and themes from your overall agency brand and will include a custom logo concept and wordmark. TS will provide two iterations of design.



Sort It Out
CYPRESS
WASTE HAS ITS PLACE

Example logo and tagline from the City of Cypress



Animated Explainer Video

Tripepi Smith understands the power of a clear, short video in today's communication environment, and we propose to develop a brief animated video to explain SB 1383 and its impact. Particularly given the complexity of SB 1383 and the important nuances in different cities' programs regarding how various items should be sorted, this animated video can provide step-by-step instructions and address anticipated frequently asked questions. We can also coordinate advertisement of the video on YouTube.



Example animated explainer video for the City of Orange

"Waste Not, Orange": <https://youtu.be/80gmLoJSxqw>



Print Collateral

Tripepi Smith will design print collateral materials (in English, Spanish and other languages upon request), to provide necessary information to all stakeholders including hard-to-reach communities. When well-designed and well-targeted, these materials can provide community members with the information they need when/where they need it, helping drive effective behavior change. Collateral pieces may include a flyer, postcard/billing insert, kitchen pail explainer pamphlet, door hangers, etc.

Example flyer for the City of Paramount



Print Collateral (additional examples)



Example postcard for the City of Orange



Example cart tags for the Costa Mesa Sanitary District



E-Newsletter/Newsletter Content

Tripepi Smith proposes to develop an article/blurb on a monthly basis to leverage existing City channels such as an e-newsletter or newsletter. In addition, we can design custom email templates to distribute email alerts via platforms such as Constant Contact, MailChimp, etc.

Press Releases

Tripepi Smith proposes to draft press releases throughout the project to ensure local media aids our efforts to reach City residents. Tripepi Smith will identify media contacts, collaborate with City staff to further expand the media list and ensure we reach diverse media. For key media, Tripepi Smith will follow up with phone calls.

Project Management

Tripepi Smith proposes to coordinate project calls for this engagement and create a living agenda to manage the education and outreach efforts. After the initial set-up, these meetings would take place on a monthly basis throughout our engagement. The video calls would typically last up to an hour and will have a detailed agenda and notes. After each call, Tripepi Smith would send a summary email about decisions made on the phone call and related action steps for all involved parties. Tripepi Smith will also conduct record-keeping on a monthly basis to report

Additional Options

SB 1383 Compliance Assessment

Our team offers a compliance assessment, which involves expert review of all hauler and City programs to ensure full compliance with SB 1383 mandates will be achieved.

Community Workshops (In-Person or Virtual)

Tripepi Smith would coordinate with City staff to identify venues and dates to host in-person and/or virtual workshops on SB 1383. These workshops could be tailored to share requirements and tips with specific stakeholder groups, such as businesses, multi-family community members and single-family residential areas. Tripepi Smith would devise an agenda, facilitate discussions, document community feedback and promote positive engagement around the process.

Tripepi Smith can facilitate recording the meetings and provide videos, with any relevant slides interspersed and closed captions. We can also coordinate simultaneous interpretation with local partners.



TV/Radio Advertising

Tripepi Smith is available to develop and coordinate advertisements on TV and/or radio. Our team is experienced in storyboarding, script development, working with voiceover professionals and other talent and coordinating with media outlets for ad placement. If budget allows, we recommend TV and/or radio advertising of your SB 1383 messaging to have the greatest possible reach.

Public Service Announcement (PSA) Video Series

Tripepi Smith offers a package of four PSA-style videos promoting recycling behaviors. These videos would be available for use on social media, local public access channels and other media outlets. Tripepi Smith also offers access to b-roll video footage, such as video showing people properly recycling their organic waste.

Targeted Technical Assistance and Outreach

Our team offers technical assistance and outreach to specific groups (i.e., multi-family residential, multi-tenant commercial properties, largest business waste generators and edible food generators mandated to contract for service by SB 1383). Because this work can vary widely depending on the needs in various locations, our team can scale this outreach to best meet your unique needs as a community.

Management of Dedicated Email Account

Our team is available to assist in the set-up and/or ongoing management of a dedicated City email account to handle inquiries regarding SB 1383. A dedicated account managed by Tripepi Smith can enable streamlined, speedy communications specific to this issue while alleviating City staff workload.

ESTIMATED COST OF ENGAGEMENT

The size and related cost of the engagement will vary widely with the breadth of the public outreach desired by the City and the assignment of work between Tripepi Smith and City staff. To accommodate for this variability, Tripepi Smith has identified three approaches to the engagement.

1. Approach One – Mid-Range Engagement

This approach uses a fixed scope and fee approach to bring a level of certainty to the cost of the outreach, while also providing menu options that can be added as desired by the City. This mid-range option takes Tripepi Smith's basic-level SB 1383 engagement and adds a dedicated standalone website and an animated explainer video. Work that evolves beyond the defined scope is addressed on either an incremental noted fee basis or



through time and material work. Such incremental work would be clearly noted and authorized by the City in writing prior to proceeding.

The project duration is for 12 months.

The Simple Engagement includes the following:

- Project management for education and outreach
- Dedicated standalone website and ongoing updates to content
- Animated video (no more than 2 minutes in length) in English and Spanish
- Campaign branding/logo including a logo concept/wordmark
- Development of bi-monthly social media graphics/posts, including creation and set-up of 1 ad/boosted post
- Monthly content for e-newsletter/newsletter
- Development of e-newsletter alert template
- Design of 1 postcard or billing insert (excludes costs of printing/mailing) and 1 flyer
- 2 press releases and corresponding media outreach

Package	Price
Simple Engagement Package	\$47,665

Add-On Options	Price
Package of 4 PSA Videos	\$5,870
First/Each Additional In-Person Workshop	\$3,070* / \$2,350*
First/Each Additional Virtual Workshop	\$2,390 / \$1,670
Video Recording at In-Person Meeting	\$1,710
Video Recording/Editing of Virtual Meeting	\$480
Access to B-Roll Video Footage	\$500



Management of a Dedicated SB 1383 Email Account	\$587.75/month
SB 1383 Compliance Assessment	\$1,600
Campaign Branding/Logo	\$1,480
Additional Targeted Technical Assistance and Outreach	Time & Materials
TV & Radio Ads	Time & Materials
Coordinating translations/interpretations for languages other than Spanish	Time & Materials

*In-person meeting/workshop pricing does not include travel costs.

2. Approach Two – Expansive Engagement

This approach also uses a fixed scope and fee approach to bring more certainty to the cost of the outreach for the City, and it includes expanded outreach to include a workshop, additional collateral pieces and more. Work that evolves beyond the defined scope is addressed on either an incremental noted fee basis or through time & materials work. Such incremental work would be clearly noted and authorized by the City in writing prior to proceeding.

The project duration is for 12 months.

The Expansive Engagement includes the following:

- Project management for education and outreach
- Creation of a dedicated standalone SB 1383 website, including custom resources and ongoing updates
- Development of bimonthly social media graphics/posts, including creation and set-up of 4 ads/boosted posts
- Monthly content for e-newsletter/newsletter
- Development of e-newsletter alert template
- Design of 1 postcard or billing insert (excludes costs of printing/mailing), 1 flyer, and up to 3 additional collateral pieces such as door hangers, magnets, etc. (excludes costs of printing/mailing)



- Animated video (no more than 2 minutes in length) in English and Spanish
- Campaign branding/logo including a logo concept/wordmark
- 1 stakeholder workshop (excludes travel costs)
- 6 bilingual press releases and corresponding media outreach
- Leadership talking points

Expansive Engagement Package	Price
Expansive Engagement Package	\$63,472.50

Add-On Options	Price
SB 1383 Compliance Assessment	\$1,600
Each Additional In-Person Workshop	\$2,350*
First/Each Additional Virtual Workshop	\$2,390 / \$ 1,670
Video Recording at In-Person Meeting*	\$1,400
Video Recording/Editing of Virtual Meeting	\$400
Package of 4 PSA Videos	\$5,870
Access to B-Roll Video Footage	\$500
Management of a Dedicated Recycling Email Account	\$587.75/month
Additional Targeted Technical Assistance and Outreach	Time & Materials
TV & Radio Ads	Time & Materials
Coordinating translations/interpretations for languages other than Spanish	Time & Materials

*In-person workshop pricing does not include travel costs.



3. Approach Three – Time and Materials

Given the high variability of the type of engagement that may be needed by Triepi Smith, we could engage with the City on a pure time and materials basis. As such, the cost for our engagements could range from \$3,500 to \$90,000 and would be most dependent on the extent of our work relative to work handled by City staff and the volume of the education and outreach desired by the City. Triepi Smith can provide weekly or monthly updates on the budget use and how it is being spent depending on the nature of the engagement or project.

Note that given the preliminary analysis required to determine the extent of the education and outreach needs, our minimum engagement for time and materials approach is \$3,500. We will bill that initial amount at the kickoff of the project and then credit that amount toward any hourly work for the initial \$3,500 in billings. This model addresses the overhead costs related to startup, preparation and initial project management.



During our engagement, the following rates and related fees for services would apply.

2022-23 Hourly Rates	Hourly - Ad Hoc	Hourly - Retainer
Principal	\$330	\$275
Director	\$220	\$185
Art Director	\$220	\$185
Senior Business Analyst	\$175	\$150
Business Analyst	\$120	\$100
Junior Business Analyst	\$95	\$80
Senior Videographer/Animator	\$175	\$150
Senior Photographer	\$160	\$135
Photographer/Videographer	\$120	\$100
Senior Graphic Designer	\$160	\$135
Graphic Designer	\$120	\$100
Junior Graphic Designer	\$95	\$80
Web Developer	\$175	\$150
Drone Operator	\$175	\$150

Time at Tripepi Smith is billed in 15-minute increments. See the following examples for how we invoice our time: 1.25, .75, 4 or 6.5 hours.

If Tripepi Smith is requested to be onsite, we will invoice for travel time at half-rate of the resource's Standard Rate.

Sometimes, we have a resource who works across categories of skills. For example, we may have a videographer who operates a drone. When that person is doing the category of skill, that skill rate will apply. In this example, a videographer flying a drone is billed at the drone operator rate.

Other Fees

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during the course of our engagement that you should be aware of.



Website Fee

The City can use a page or pages on its own website for this project or it can contract with Tripepi Smith to build a project specific website (custom domain name/URL, similar visuals to City website, total directly control by Tripepi Smith). We do this work on a flat fee basis of \$3,750 per site (which is included in the two fixed-price packages above) with an annual hosting fee of \$610 which includes hosting, SSL Certificate and a single domain name annual fee. If the City prefers to use its own website, our work on that site will be handled on a time and materials basis. Content for the website in two languages is addressed as part of other engagement options.

Equipment Fees

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

- \$750 for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting more than four hours.
- \$450 for a half day of video equipment use. Half day is defined as anything up to four hours of video production. All such expenses will be authorized by the organization prior to fee being assessed.
- \$500/day drone fee applies and is not inclusive of the drone operator time (drone operator rate).

Larger production projects may require additional fees for extensive equipment needs, multiple cameras, live switchboards and more. These fees will be discussed prior to being incurred with the City.

Printing Fees

Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience. Tripepi Smith typically has the printer bill the client directly for work. Tripepi Smith makes no money on print services and has no economic interest in the selected print vendor other than ensuring quality and fair pricing for our clients. If Tripepi Smith is asked to pay the bill for the client, we will apply a 10% agency fee to the reimbursement expense.

Media Placement

Purchase fees for advertising media space is not included on Tripepi Smith advertising proposals. Usually, clients contract directly with media, but in the event Tripepi Smith covers these fees, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead. (Labor time associated with researching media placement will be charged on a time & materials basis.)



Digital Advertising Fees

Triepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees. Triepi Smith typically uses a client's credit card to cover such fees, and those fees are impossible to estimate at this time without our firm being engaged in the work with the team. If a Triepi Smith credit card is used to run the advertising campaign, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead.

Payment Schedule and Terms

For ad hoc work, we invoice at the end of each month for that month's services. Terms are NET 30 days.

For fixed price project work that spans the 12-month projected duration of this engagement, we will invoice on the second, fifth, eighth and twelfth month of the 12-month engagement in equal 25% increments. Any expenses we incur or one-off additional project will invoice upon delivery.



References

Contact	Description
City of Orange Josh Soliz Public Works Admin Manager 714.744.5525 jsoliz@cityoforange.org	SB 1383 education and outreach including social media content, webpage content development, design and creation of print collateral, press releases, and in-person stakeholder workshops.
City of Lomita Ryan Smoot City Manager 310.325.7110 r.smoot@lomitacity.com	General communications support, water quality/water conservation communications, SB 1383 education and outreach, graphic design, media relations, social media management
City of Paramount John Moreno City Manager 562.220.2222 jmoreno@paramountcity.com	Full Communications Assessment, crisis communications related to hexavalent chromium and PFAS, SB 1383 education and outreach, video production, graphic design, website development and social media



Clients

Tripepi Smith has been selected to work with over sixty local government agencies to help with their communications. We can provide you with contacts at any of these clients if desired and are confident you will find them to be quite happy with our services.

California City Management Foundation	City of La Puente	City of Santa Paula
California Joint Powers Insurance Authority	City of Lake Forest	City of Saratoga
City of Aliso Viejo	City of Laguna Hills	City of Tracy
City of American Canyon	City of Laguna Niguel	City of Tustin
City of Anaheim	City of Lancaster	City of Twentynine Palms
City of Azusa	City of Livermore	City of Vallejo
City of Bellflower	City of Lomita	City of Vista
City of Claremont	City of Lynwood	City of Westlake Village
City of Coronado	City of Manhattan Beach	City of Walnut
City of Covina	City of Manteca	(City of) Yuba City
(City of) Culver City	City of Martinez	Town of Yucca Valley
City of Cupertino	City of Millbrae	Town of Windsor
City of Cypress	City of Morgan Hill	California Choice Energy Authority
(City of) Daly City	City of Murrieta	Citrus Heights Water District
City of Danville	City of Napa	Claremont McKenna College
City of Downey	City of Newport Beach	Costa Mesa Sanitary District
City of Duarte	City of Norwalk	El Toro Water District
City of El Cerrito	City of Orange	Municipal Management Association of Northern California
City of Fountain Valley	City of Orinda	Municipal Management Association of Southern California
City of Fullerton	City of Palm Desert	Orange County City Manager Associations
City of Grover Beach	City of Palmdale	Rowland Water District
City of Hawaiian Gardens	City of Paramount	San Gabriel Valley City Manager Association
City of Hercules	City of Pico Rivera	South Orange County Wastewater Authority
City of Huntington Beach	City of Pomona	
City of Indian Wells	City of Rancho Palos Verdes	
City of Industry	City of Rancho Mirage	
City of Irvine	City of Renton, WA	
City of La Cañada Flintridge	City of Riverbank	
City of La Palma	City of Rolling Hills Estates	
	City of Santa Clarita	
	City of Santa Cruz	



PROJECT TEAM STAFFING

Proposed Team



Ryder Todd Smith
Co-founder
President



Jen Nentwig
Principal
APR



Michael Balliet
Director-Level
Advisor



Sara Madsen
Sr. Business Analyst



Kylie Benzing
Jr. Business Analyst



David Gushue
Jr. Business Analyst

It is anticipated that Principal **Jen Nentwig** will be the team lead for the proposed engagement. Jen will handle account and project management, logistics, coordination and creative direction for writing and design. Business Analyst **Sara Madsen** will provide additional project management support and subject matter expertise. Director-Level Advisor **Michael Balliet** will provide technical expertise throughout the engagement and participate as a subject matter expert in check-in calls, workshops and other projects as applicable. Junior Business Analysts **Kylie Benzing** and **David Gushue** will provide support for content development, graphic design, website updates, etc.



Bios

(see resumes in the appendix to learn more about the proposed team)

Ryder Todd Smith – President

Ryder has a mixed background in the worlds of government relations, technology and marketing. He served as the SVP of Operations and Chief Information Officer for a software-as-a-service startup in the financial services sector. Prior to that, he was the technology manager for a regional staffing firm. Ryder leads Tripepi Smith and is the ultimate project owner on all work handled by the firm. He is the creator of the City Internet Strategies Study, publisher of the Civic Business Journal, and a frequent speaker on the local government circuit. His insights have been published in Western City and PM magazines. He volunteers his time as vice chair of the Rose Institute of State and Local Government Board of Governors and previously served as a Planning Commission for the City of Tustin. Ryder graduated from Claremont McKenna College with a Bachelor of Arts in Philosophy, Politics, Economics and a dual degree in Economics.

Jennifer Nentwig, APR – Principal

Jennifer Nentwig is a talented, well-rounded communications professional and project manager with more than 14 years of experience serving government organizations. She has built and implemented programs in strategic communications, media relations, internal communication, community relations and social media. Her skills include website and social media management, development of content including articles, speeches, talking points and FAQs, as well as event planning and implementation. Jen's clients include the City of Orange, City of Lomita, Costa Mesa Sanitary District and City of Lancaster.

She is a Hootsuite Social Marketing Professional, is Facebook Blueprint certified, and has her Accreditation in Public Relations from the Public Relations Society of America (PRSA).

Michael Balliet – Director-Level Advisor

Michael Balliet brings extensive solid waste industry experience to his consulting and auditing services for local governments. Mr. Balliet's primary field of expertise is in solid waste franchising, waste hauler management, agreement compliance audits, financial audits and rate setting analysis, as well as his in-depth understanding of the regulations governing solid waste collection, diversion and disposal and how local jurisdictions can effectively meet State legislative requirements.

His audits of franchise hauling agreements have included the reviews of hauler operations and accounting practices throughout California and Nevada, Montana, Texas, Florida and Georgia. He has performed well over 500 hauler-audits, and over 20 landfill and material recovery facility audits, producing an average client recovery of over \$50,000. He has never had an audit fail to reach satisfactory resolution.



Mr. Balliet has been an environmental consultant based in California since 1991. As part of his work with local governments he has audited and developed recycling programs for many of the largest businesses in Los Angeles County (Northrop, Allied Signal, Dow Chemical, Mobil Oil, etc.). Work in Orange County began in 1992 with the City of Costa Mesa and eventually moved to institutional clients (U.C. Irvine) and Orange County's most visible business, Disneyland. For the past several years this focus has shifted to AB 341 and AB 1826 compliance programs.

Sara Madsen – Senior Business Analyst/Graphic Artist

Sara Madsen is a talented project manager and graphic designer with a background in marketing and environmental sustainability, in which she earned her degree from San Diego State University. Her formal education in Visual Communications and passion for the environment led her to complete a Creative Design internship with ECOLIFE Conservation. During her time with the non-profit, she advanced her strategic approach to graphic design. As a continuation of her interest in non-profits, NGOs, and the public sector, Sara tackles graphic design, digital marketing and web development projects for clients and Tripepi Smith.

Her clients include City of Indian Wells, City of Paramount, City of Hawaiian Gardens, City of Vallejo, City of Lomita, City of Culver City, City of Palm Desert, City of Palmdale, California Choice Energy Authority, Santa Clarita Valley Water, California Joint Powers Insurance Authority, Renne Public Law Group and Civiltec Engineering.

Sara is certified as a Constant Contact Certified Solutions Provider and Hootsuite Social Marketing Professional. She has also completed the Public Policy Making Academy II at the University of California, Irvine and the Executive Education Forum for Local Leaders at the University of Southern California.

Kylie Benzing – Junior Business Analyst

Kylie Benzing brings a diverse skillset to the team from her experience in several industries, such as litigation services, academic administration and music marketing. She graduated from Biola University with a Bachelor of Science in Business Administration with a concentration in Business Management. She has a strong background in social media strategy, website development, writing and scheduling and high-volume operations due to her experiences as Administrative Assistant at Biola University, Marketing Intern at Transparent Productions, Social Media Marketing Manager at TSE Worldwide Press and Operations Associate at TSG Reporting.

Kylie is a certified Hootsuite Social Marketing Professional. Her clients include Cypress Organics Recycling, City of Santa Barbara, City of Carlsbad and Independent Cities Finance Authority.



David Gushue – Junior Business Analyst

David brings a strong background in creative writing and storytelling with experience in both marketing and social media across several different industries. He is a graduate of Claremont McKenna College (CMC), receiving honors in both disciplines of his double major in Philosophy, Politics, and Economics; and Literature B.A. He also received the Senior Award for Best Thesis in Literature for his short story collection "Devil in a New Dress Shirt." Likewise, David served as a Head Consultant for the Center for Writing and Public Discourse on campus where he grew immensely in both his writing and tutoring practices. Outside of CMC, David served as a Marketing and Media Intern for Red Hen Press where he curated skills in social media marketing and content production.

David is a certified Hootsuite Social Marketing Professional. He will be utilizing his expertise in writing for several of Tripepi Smith's clients.



APPENDIX: ADDITIONAL WORK SAMPLES

The following examples highlight work that speaks to the breadth of Triepi Smith's communication skills.

We encourage you to see all the work we have done for clients through our online portfolio at: www.triepeismith.com/work.

Costa Mesa Sanitary District - Waste-Sorting Magnets



Description:

As part of a campaign for the Costa Mesa Sanitary District promoting use of organics kitchen pails, our team developed and ordered magnets illustrating the materials that should go in customers' organics carts. The magnets are an easy-to-use reference to promote proper recycling and serve as visual cues to promote new habits.

City of Lomita – SB 1383 Webpage

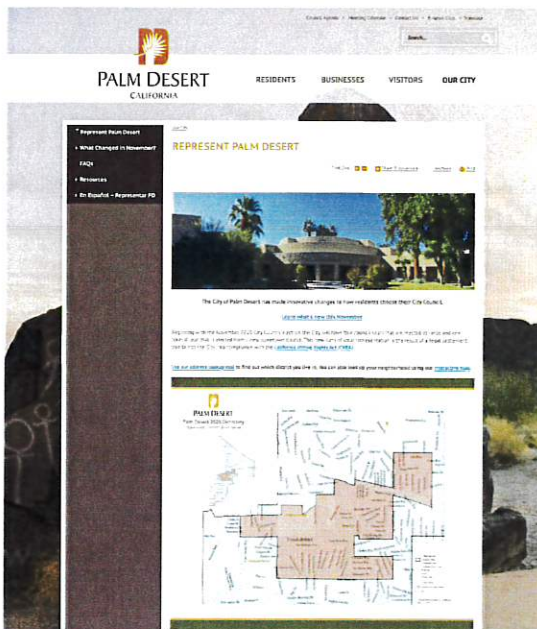


Description:

The Triepi Smith team developed an SB 1383 webpage for the City of Lomita to inform residents of the upcoming changes to their waste collection. The page features visually appealing graphics and easily digestible content for residents and businesses including background information and FAQs.

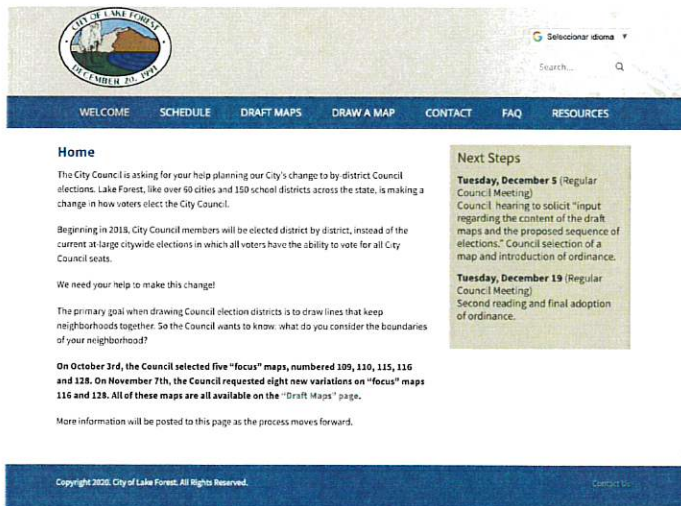


Districting Websites/Subpages



Description:

The districting website in Lake Forest and districting subpages in Palm Desert are representative of our work creating districting-related websites for public agencies.

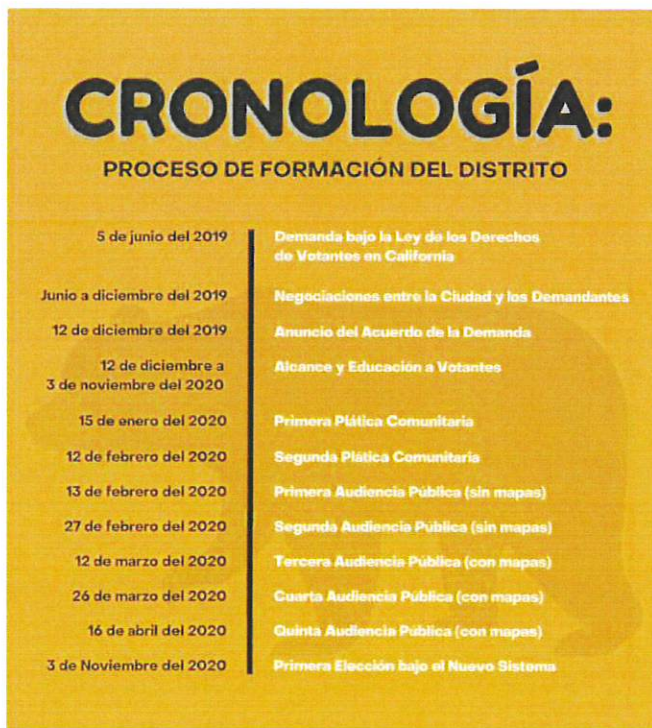




City of Palm Desert – Bilingual Community Meeting Materials

Description:

Triepi Smith provided PowerPoints (sample English slide below) and flyers (sample flyer in Spanish below) for distribution at Palm Desert's districting workshops.





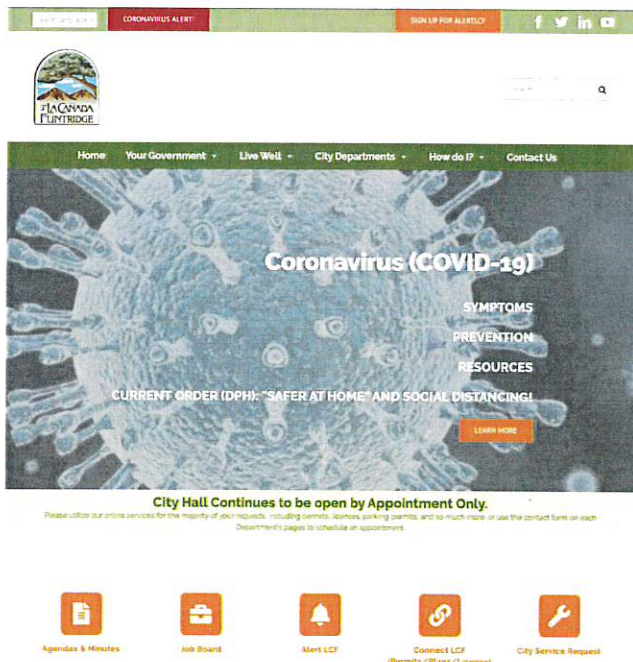
City of La Cañada Flintridge



Description:

The City of La Cañada Flintridge (LCF) engaged Tripepi Smith in 2014 to perform a communications assessment and provide recommendations for expanding City communications. Our firm was subsequently engaged to perform part time PIO services. Over the years we have delivered revised logos for the City and consistently delivered a sophisticated, quarterly community newsletter, the LCF Vista.

City of La Cañada Flintridge - Website



Description:

Tripepi Smith delivered a new website for LCF at the end of 2019. The site is built in WordPress and followed our standard development process: Website Specification, Website Design, Programming, Quality Assurance Testing, and Training and Launch. We have done this process dozens of times, and the results have been successful. LCF included a requirement in their RFP for an opensource solution for the website, as they wanted to avoid proprietary lock-in. This result was achieved with the Tripepi Smith-developed website, which also included important features like ADA compliance, proper embedding of third-party city tools, website security, pop-up alerts and a dead simple content management system that various staff feel comfortable editing. The process took about eight months to complete. www.cityoflcf.org



City of La Cañada Flintridge – Flyer/Mailer

Description:



The City of La Cañada Flintridge tapped Tripepi Smith to create a flyer with tips for preventing the spread of COVID-19 that was mailed to all residents.

City of Murrieta State of the City – Video

Description:



Tripepi Smith delivered the first-ever State of the City Video for the City of Murrieta. The video debuted on July 24, 2019 at Mayor Jonathan Ingram's State of the City address. The 19-minute video features more than a dozen interviews of City employees and Murrieta community members to give the viewers a taste of the good life in Murrieta.

"Murrieta has a lot of progress to report, from new infrastructure investments to innovative public safety and a growing healthcare sector. Our community has seen a lot of growth, yet maintains a commitment to providing high-quality, economical, responsive services to our residents," said Kim Summers, City Manager of the City of Murrieta. "Tripepi Smith guided our team through the storytelling process, capturing the high quality of life we have here in Murrieta, and the resulting video is a product that our whole community can be proud of. The Tripepi



team was an excellent partner with the City in executing this project."

The project, led by Tripepi Smith President Ryder Todd Smith and Business Analyst Melanie James, involved a detailed script process, interviews with 20 people over two days and additional b-roll shoots to capture a variety of locations in Murrieta, including parks, healthcare centers, schools, businesses and public safety buildings. Videographers Eric Lowy and Angel Ruiz were key in capturing the City's esteemed quality of life. The video was also supplemented by Murrieta's large photo library and engaged staff.

Access the video: <https://vimeo.com/286035591>

City of Indian Wells – Infographics



Description:

Tripepi Smith used engaging information graphics to translate Indian Wells' budget data into an engaging "Budget-at-a-Glance" mailer that successfully put the information in front of the community in a digestible way.



SOCWA – Website & Brochure



Description:

In addition to designing the SOCWA website, Tripepi Smith created their overview brochure to highlight the role they and their member agencies play, as well as to educate ratepayers on the subject of wastewater treatment.

www.socwa.com



City of Lomita - Website



Description:

Tripepi Smith built a new user-friendly website for the City of Lomita Water Division.

www.lomitawater.com



Inland Empire Utilities Agency - Logo



Description:

The Inland Empire Utilities Agency (IEUA) engaged Tripepi Smith to refresh and rebuild their website. We created a new website for the client and continued maintenance support for them. In addition, Tripepi Smith has handled creative and marketing support surrounding the drought.

www.ieua.org

California JPIA - Brochure

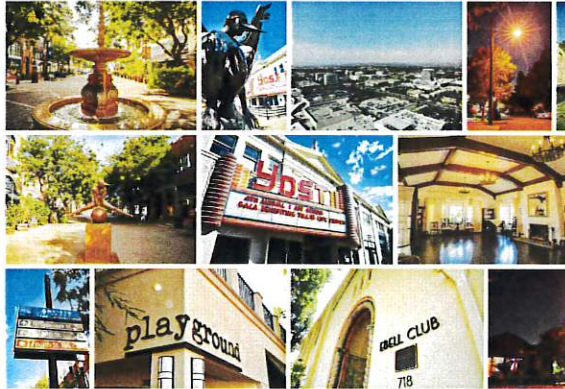


Description:

California JPIA needed a marketing brochure that reflected their commitment to remain the absolute best in their field. Tripepi Smith created a rich, custom cut piece. The logo showed through a small window and special textural varnishes created tactile effects and made the key elements really pop. Tripepi Smith serves JPIA's overall graphic needs.



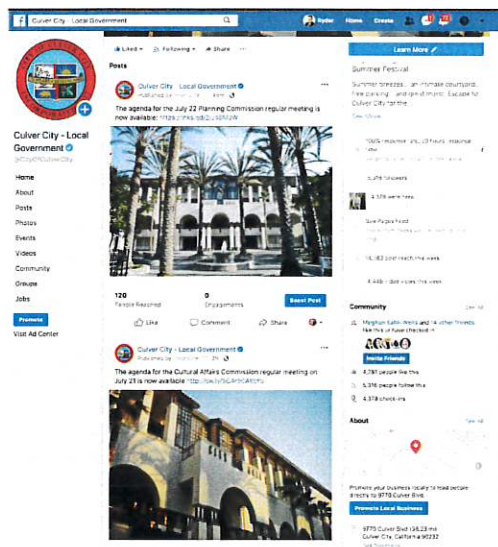
City Stock Photography



Description:

Tripepi Smith provides a wide array of event, architectural portrait and street photography services. Our team uses high resolution professional DSLR equipment – primarily Sony A7III cameras with premium lens options. This professional equipment is matched with the talent of our team members and their post-production Photoshop and Lightroom skills to generate great results for our clients.

Social Media for City Brands



Tripepi Smith manages social media channels for several government agencies. The following are examples to review:

<https://www.facebook.com/CityOfCulverCity/>

<https://twitter.com/culvercitygov?lang=en>

<https://www.instagram.com/culvercitygov/?hl=en>

<https://www.facebook.com/CityofSantaPaula/>

<https://twitter.com/santapaulacity>

<https://www.facebook.com/CityOfLaCanadaFlintridge/>

<https://twitter.com/TheCityofLCF/>

<https://www.facebook.com/duartecomunity>

<https://twitter.com/cityofduarte>

https://www.instagram.com/city_of_duarte/?hl=en



MuniTech Academy - Flyer



Description:

Tripepi Smith created promotional flyers for the education branch of the Municipal Information Systems Association of California, MuniTech Academy.




Livermore - Banners

Temporary Parking
Paves Way for L Street Garage

Original parking level of **500+ spaces**, maintained throughout construction

LIVERMORE



Projected Timeframe

- Stage 1 JUNE '18
- Stage 2 JUNE '18
- Stage 3 JULY '18
- Stage 4 AUG '18
- Stage 5 AUG - OCT '18
- Stage 6 NOV '18 - JAN
- Parking Garage (2019 -)

For more information visit cityoflivermore.net/downtown

Description:

The City of Livermore engaged Tripepi Smith to promote temporary parking at a garage in its downtown.



Temporary Parking
Paves Way for L Street Garage

500+ spaces during construction, even more than before!

LIVERMORE

For more information, visit cityoflivermore.net/downtown



Content Development

The following are sample press releases and stories that Triepeti Smith drafted or helped develop:

City of Manhattan Beach

City Terminates Employment Agreement with Fire Chief

<https://www.citymb.info/Home/Components/News/News/4803/43>

City Council Expands and Clarifies LA County Public Health Orders
Closures and Operational Requirements of Numerous Business Types

<https://www.citymb.info/Home/Components/News/News/4701/4811?page=1&arch=1>

City of Grover Beach

Help Shape Grover Beach by Pursuing a Position on the City Council or Planning Commission

<http://www.groverbeach.org/ArchiveCenter/ViewFile/Item/1808>

City of Santa Paula

Santa Paula adopts balanced budget for Fiscal Year 2020/21

<https://spcity.org/CivicAlerts.aspx?AID=31>

Santa Paula's Local Sales Tax Dollars at Work

<https://spcity.org/CivicAlerts.aspx?AID=26>

City of Santa Ana

Santa Ana Establishes 200-Bed Interim Homeless Shelter in 28 Days

<https://www.westerncity.com/article/santa-ana-establishes-200-bed-interim-homeless-shelter-28-days>

**Ghost wrote article for City of Santa Ana Staff. Ran in Western City Magazine

City of Indian Wells

Mayor's Letter to Community – July 2020

<https://conta.cc/2VDR9ri>

Indian Wells Celebrates Change and What Remains the Same

<https://www.palmspringslife.com/indian-wells-ca/>

Indian Wells Budget-at-a-Glance



<https://www.cityofindianwells.org/home/showdocument?id=4661>

California Joint Powers Insurance Authority

City of Monrovia Engages Community in Prevention-Based Approach to Homelessness

<https://cjpia.org/newsletter/issue-97/article-8>

City of La Cañada Flintridge Leverages Trail Immunity

<https://cjpia.org/newsletters/issue-91/article-6>



APPENDIX: RESUMES

RYDER TODD SMITH

TRIPEPI SMITH – PRESIDENT

11/00 – PRESENT

- Provide communications advice, strategy and execution services to a range of small to mid-sized public and private sector clients spanning local government, real estate, finance, technology and healthcare verticals

MAVENT INC – SENIOR VICE PRESIDENT, OPERATIONS

5/05 – 11/09

- Responsible for quality assurance, technology operations and internal infrastructure organizations
- Built team of technology professionals to manage multi-site production environment at co-location facilities.
- Managed vendor relationships and reviewed all invoices
- Brought focus to key areas, including: system documentation, knowledge sharing with other employees, schedule management for finite resources and enhanced security
- Developed and managed the departmental budgets for three groups

MAVENT INC – VICE PRESIDENT, MARKETING

08/04 – 05/05

- Managed the Company's outside PR firm relationship, creative firm relationship, corporate website, ad campaigns, conference schedule, conference logistics and internal employee communications
- Developed and managed the marketing budget

MAVENT INC – VICE PRESIDENT, GOVERNMENT RELATIONS

02/03 – 08/04

- Monitored nationwide political activities that were pertinent to Mavent's interests
- Developed relationships with third-party interest groups that impacted the Company's product
- Participated in industry conferences and represented the Company at industry events

OLYMPIC STAFFING SERVICES – INFORMATION TECHNOLOGY MANAGER

01/98 – 11/00

- Managed and controlled all aspects of the technology environment at this five-location, 35-employee company

NORTHROP GRUMMAN CORPORATION – GOV'T REPRESENTATIVE

07/97 – 12/97

- Worked directly with the Director of State and Local Government Relations to research issues of concern to Northrop Grumman
- Developed agendas to target upcoming legislative issues
- Assisted in lobbying work and development of testimony

EDUCATION

CLAREMONT MCKENNA COLLEGE – CLAREMONT, CA

- Bachelor of Arts in Politics – Philosophy – Economics with Dual in Economics
Cum Laude Honors



JENNIFER NENTWIG, APR

TRIPEPI SMITH – DIRECTOR

01/21 – PRESENT

- Strategic advice and project leadership across an array of clients
- Redistricting subject matter expertise, business development and project management
- Internal leadership on policy areas like water quality, major infrastructure projects

TRIPEPI SMITH – SENIOR BUSINESS ANALYST

08/19 – DECEMBER 2020

- Provides project management and account support for numerous clients
- Develops content including strategic messaging, leadership talking points, speeches and articles

COUNTY OF ORANGE – COMMUNICATIONS MANAGER

11/16 – 8/19

- Managed County website and social media accounts, including Facebook, Twitter, Instagram and Nextdoor
- Developed and implemented communication plans, including talking points, key messages and FAQs
- Led development of award-winning monthly digital magazine reaching 18,000 County employees

BOOZ ALLEN HAMILTON – COMMUNICATIONS CONSULTANT/ASSOCIATE

09/11 – 11/16

- Led communications support of several U.S. military clients such as the Naval Aviation Enterprise
- Developed and published high-visibility products including vision documents and strategic plans

U.S. AIR FORCE RESERVES – PUBLIC AFFAIRS OFFICER/MAJOR

09/11 – PRESENT

- Provides once-a-year Public Affairs support to active-duty U.S. Air Force units

U.S. AIR FORCE – PUBLIC AFFAIRS OFFICER/CAPTAIN

05/07 – 08/11

- Served as Director of Public Affairs for U.S. military joint task force providing humanitarian assistance and disaster relief
- Led media relations program and community relations events for Nellis Air Force Base, Nevada, including support for a visit and speech by President Barack Obama

EDUCATION

UNIVERSITY OF SAN DIEGO – SAN DIEGO, CA

- Master of Science in Global Leadership

UNIVERSITY OF NOTRE DAME – NOTRE DAME, IN

- Bachelor of Arts in Political Science, Minor in Hesburgh Program of Public Service – Magna Cum Laude Honors

PROFESSIONAL DEVELOPMENT

- Accreditation in Public Relations, Public Relations Society of America 2015
- Public Affairs Qualification Course, Defense Information School 2007

CERTIFICATIONS

- Facebook Blueprint Digital Marketing Associate 07/20
- Hootsuite Social Marketing 09/19

SOFTWARE

- Hootsuite
- Constant Contact
- Canva



MICHAEL BALLIET

TRIPEPI SMITH – DIRECTOR

06/21 – PRESENT

- Conduct market research to provide client insights
- Develop strategy to improve social media marketing efforts
- Write stories and press releases for the firm's website and city clients

MICHAEL BALLIET CONSULTING, LLC – PRESIDENT

01/99 – PRESENT

- Develop and manage municipal and county government waste hauling contracts
- Perform all aspects of compliance consulting services related to State solid waste mandates
- Execute franchise hauler audits, both financial and performance, throughout the state of California, Texas, Georgia, Florida and Nevada

AMERICLEAN ENVIRONMENTAL SERVICES, INC. – CHIEF OPERATING OFFICER

07/91 – 12/98

- Launched business, obtained first municipal contracts, and supported growth into a multi-million dollar consulting practice employing 20 professionals

EDUCATION

UNIVERSITY OF CALIFORNIA, IRVINE – IRVINE, CA

- Business/Managerial Economics

AREAS OF EXPERTISE

- Waste Hauling RFP & Performance Reviews
- Waste Hauler Financial Audits
- Waste Management Program Development and Implementation
- Landfill Compliance and Financial Audits
- Municipal Solid Waste Contract Compliance Program Development
- Business Technical Assistance Programs
- Educational Program Development
- Waste Collection Feasibility and Rate Studies
- Grant Application Development/Project Management

CURRENT CLIENTS

- Waste City of Costa Mesa, CA – 1992 to Present
- City of Laguna Woods, CA – 2001 to Present
- Costa Mesa Sanitary District – 2010 to Present
- City of Irvine, CA - 2013 to Present
- City of Los Alamitos – 2013 to Present
- City of Diamond Bar – 2015 to Present



SARA MADSEN

TRIPEPI SMITH – BUSINESS ANALYST/GRAPHIC ARTIST

01/21 – PRESENT

- Project Management: Serve as project manager lead across multiple clients; execute project management tasks and ensure deliverables are completed efficiently and meet and exceed client quality expectations
- Graphic Design: Manage creative strategy and execute graphic design on assignments such as logo development and infographic design
- Website Development: Manage website design process, content transfer, modification and maintenance
- Writing: Produce and distribute social media, articles, newsletters, surveys and press releases

TRIPEPI SMITH – JUNIOR BUSINESS ANALYST/GRAPHIC ARTIST

07/18 – 12/20

- Execute graphic design on layout and concept design of brand-consistent print and web projects
- Manage website design, modification and maintenance
- Produce and distribute social media, articles, newsletters, surveys and press releases
- Set up, assistance and publication of e-newsletter campaigns and additional email marketing

EDUCATION

- Bachelor of Science in Marketing, Concentration: Integrated Marketing Communications, Minor in Sustainability – San Diego State University – San Diego, CA – Cum Laude
- Associate of Arts in Visual Communications – Fashion Institute of Design and Merchandising – Los Angeles, CA – Magna Cum Laude

PROFESSIONAL DEVELOPMENT

- UCI Public Policy Making Academy II 03/20
- CAPIO "Facebook and Instagram for Government" Workshop 12/19
- USC Executive Education Forum for Policy and Administration 10/19

CERTIFICATIONS

- Constant Contact Certified Solutions Provider 09/21
- Hootsuite Social Marketing 06/19

SOFTWARE

- | | | |
|---------------------|--------------------|--------------------|
| • Adobe Illustrator | • Adobe Lightroom | • WordPress |
| • Adobe Photoshop | • Constant Contact | • Canva |
| • Adobe InDesign | • Hootsuite | • Microsoft Office |



KYLIE BENZING

TRIPEPI SMITH – JUNIOR BUSINESS ANALYST

06/21 – PRESENT

- Conduct market research to provide client insights
- Develop strategy to improve social media marketing efforts
- Write stories and press releases for the firm's website and city clients

TSG REPORTING – OPERATIONS ASSOCIATE

11/20 – 04/21

- Consulted with worldwide law firms to provide them with proper litigation needs
- Managed the schedules of 300+ global reporters, videographers and digital operators
- Provided technical support to prepare all litigation staff for remote work
- Set up and monitored 50+ Zoom meetings daily to ensure logistical success.

TSE WORLDWIDE PRESS – SOCIAL MEDIA MARKETING MANAGER

05/20 – 11/20

- Reconstructed and co-designed a new website for TSE Worldwide Press
- Initiated marketing and PR tactics to build the branding for entrepreneur Sarah Tse
- Implemented a social media marketing plan for the company and entrepreneur
- Redesigned the branding of the entrepreneur's various social media platforms

BIOLA UNIVERSITY – ADMINISTRATIVE ASSISTANT

10/17 – 11/20

- Monitored daily and weekly schedules and monthly calendar obligations for Academic Advisor
- Built and tracked degree checklists for students before academic advising sessions
- Worked closely and diligently with faculty members to help them in achieving their goals
- Assisted with management and tracking of event information and ticketing
- Input travel documentation and expenses for speakers, faculty and event planning teams
- Liaison between the accounting, purchasing and cashier departments

EDUCATION

- Bachelor of Science in Business Administration - Management – Biola University – La Mirada, CA
 - Dean's List Recipient

CERTIFICATIONS

- Hootsuite Social Marketing 06/21

SOFTWARE

- Google Suite
- Microsoft Office
- Canva



DAVID GUSHUE

TRIPEPI SMITH – JUNIOR BUSINESS ANALYST

06/22 – PRESENT

- Conduct market research to provide client insights and build company services
- Manage social media platforms and monitor engagement for clients
- Write stories and press releases for the firm's website and city clients

RED HEN PRESS – MEDIA AND MARKETING INTERN

06/21 – 08/21

- Read manuscripts of soon-to-be published authors and gave reports on their connection to Red Hen's mission
- Created social media campaigns and graphics to promote upcoming releases
- Updated social media posts to keep followers updated on the company's movements

THE SENTRY – COMMUNICATIONS INTERN

06/20 – 08/20

- Edited investigative reports and reviews for company blogs alongside the Communications team
- Interacted with authors while editing their work to keep their voice intact
- Conducted an audit of the Sentry's blog and presented on ways to improve it based on researched data

GOULD CENTER HUMANITIES LAB: "IMAGINING LOS ANGELES" – CREATIVE RESEARCHER 06/20 – 08/20

- Created own line of research surrounding the City of Los Angeles and its literature, cinema and neighborhoods
- Collaborated with other members of the lab to better focus our research and discover shared interests
- Developed a creative writing piece that connects my personal story to aspects of Los Angeles

CMC CENTER FOR WRITING AND PUBLIC DISCOURSE (CWPD) – HEAD CONSULTANT 03/19 – 05/22

- Equipped students with writing skills through editing student papers of all disciplines
- Oversaw a group of 30+ writing consultants and trained 11 new hires
- Worked with other consultants on team initiatives to increase awareness of the CWPD on campus

EDUCATION

- Bachelor of Arts, Philosophy, Politics and Economics and Literature – Claremont McKenna College – Claremont, CA
 - Cum Laude Honors
 - Award for Best Senior Thesis in Literature

CERTIFICATIONS

- Hootsuite Social Marketing 06/22

SOFTWARE

- Google Suite
- Canva
- Microsoft Office
- Adobe InDesign

NOV 02 2022

8:30 AM

City of South Gate
CITY COUNCIL**AGENDA BILL**For the Special Meeting of: November 10, 2022Originating Department: Parks and Recreation

Department Head: Steve Costley City Manager: Chris Jeffers
Steve Costley Chris Jeffers

SUBJECT: PURCHASE ORDER AGREEMENT FOR TWO FORD EXPLORER POLICE INTERCEPTOR EDITION VEHICLES FOR THE PARKS & RECREATION DEPARTMENT

PURPOSE: To approve the purchase of two Ford Explorer Police Interceptor Edition vehicles to replace the 2002 and 2007 Chevrolet Tahoe's currently in the fleet.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving the Purchase Order Agreement with Norm Reeves Ford for the purchase of two Ford Explorer Interceptor Edition vehicles for the Parks & Recreation Department in the total amount of \$102,192.56, and
- b. Appropriating \$2,192.56 from the unassigned General Fund Reserve to account #523-460-61-9003 (Grounds Maintenance) to complete the purchase, and
- c. Authorizing the Purchasing Division to complete the purchase according to City regulations.

FISCAL IMPACT: \$100,000 was included in the 2022-2023 Fiscal Year Budget for the purchase of the two Ford Explorers Interceptor vehicles under General Fund Account 523-460-61-9003. Due to the low production of new vehicles and inflation, the cost of the vehicles has increased. We are requesting an additional \$2,192.56 for the purchase of the replacement vehicles bringing the total cost to \$102,192.56.

ANALYSIS: The Fleet Manager has recommended that the existing 2002 and 2007 Chevrolet Tahoes assigned to the Parks & Recreation Department be replaced due to ongoing mechanical failure, high mileage, and electrical issues that supersede the value of the vehicles.

BACKGROUND: The vehicles are an essential piece of equipment used by the CSOs (Park Rangers). These units are used daily to patrol, assist, and protect park patrons, enforce the park rules and regulations, and occasionally assist Police on emergency calls. The South Gate Municipal Code Section 1.54.510 D permits the use of piggybacking onto a cooperative contract. Both the Sourcewell and the State of California have bid for this commodity, and any subsequent service, in a fair and competitive manner complying with the bid requirements, as stated in the City's

x2



Prepared by: Enrique Covarrubias Olmos

09/23/2022

Norm Reeves Ford Lincoln | 18900 Studebaker Cerritos California | 907035309

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$47,165.00
Options	-\$935.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Total	\$47,725.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Enrique Covarrubias Olmos

09/23/2022

Norm Reeves Ford Lincoln | 18900 Studebaker Cerritos California | 907035309

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

- * 18 x 8-inch front and rear black steel wheels
- * P255/60RW18 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 250A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * 4.2 inch primary LCD display
- * AM/FM stereo radio
- * External memory control
- * Wheelbase: 119"
- * Trip computer
- * Power door mirrors
- * LED brake lights
- * Variable intermittent front windshield wipers
- * Electronic stability control system with anti-roll
- * Driver front impact airbag
- * Passenger front impact airbag
- * Airbag occupancy sensor
- * Automatic climate control
- * Rear under seat climate control ducts

Exterior: Agate Black

Interior: Charcoal Black w/Unique HD Cloth
Front Bucket Seats w/Vinyl Rear

- * Class III tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel dual exhaust
- * Battery rating: 730CCA
- * Fuel tank capacity: 21.40 gal.
- * Steering wheel mounted audio controls
- * Seek scan
- * Vehicle body length: 199"
- * Standard ride suspension
- * Rear window defroster
- * Manual folding door mirrors
- * Deep tinted windows
- * Speed sensitive wipers
- * Manual rear child safety door locks
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 7 airbags
- * Dual-zone front climate control
- * Fixed rear seats

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$47,165.00
Order Code 500A	N/C
3.73 Axle Ratio	Included
GVWR: 6,840 lbs (3,103 kgs)	Included
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
50 State Emission System	STD
Agate Black	N/C
Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Engine: 3.3L V6 Direct-Injection (FFV)	-\$2,830.00
Transmission: 10-Speed Automatic (44U)	N/C
Hidden Door-Lock Plunger	\$160.00
Badge Delete	N/C
Switchable Red/White Lighting in Cargo Area	\$50.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Enrique Covarrubias Olmos

09/23/2022

Norm Reeves Ford Lincoln | 18900 Studebaker Cerritos California | 907035309

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Major Equipment

* 35-30-35 folding rear seats	* Split-bench rear seat
* Front facing rear seat	* Fold forward rear seatback
* Height adjustable rear seat head restraints	* Manual rear seat head restraint control
* 3 rear seat head restraints	* Bucket front seats
* Driver seat with 8-way directional controls	* Front passenger seat with 4-way directional controls
* Height adjustable front seat head restraints	* Manual front seat head restraint control
* Manual reclining driver seat	* Power height adjustable driver seat
* Power driver seat fore/aft control	* Power driver seat cushion tilt
* Manual reclining passenger seat	* Manual passenger seat fore/aft control
* Cloth front seat upholstery	* Vinyl front seatback upholstery
* Manual driver seat lumbar	* 4-wheel disc brakes
* 4-wheel antilock (ABS) brakes	* Brake assist system

As Configured Vehicle

	MSRP
Police Engine Idle Feature	\$260.00
Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$620.00
Keyed Alike - 1284x	\$50.00
Noise Suppression Bonds (Ground Straps)	\$100.00
Underbody Deflector Plate	\$335.00
Reverse Sensing System	\$275.00
Rear Console Plate	\$45.00
SUBTOTAL	\$46,230.00
Destination Charge	\$1,495.00
TOTAL	\$47,725.00

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Payment Detail Retail

Buyer:
City Of South Gate
4900 Southern Ave
South Gate, CA 90280

Co-Buyer:

Deal #: 315135

Deal Date: 09/22/2022

Print Time: 6:50 PM

Home #

Home #

Work # (323) 357-5848

Work #

Salesperson: COVARRUBIAS, ENRIQ

Vehicle

New

☐

Used

☐

Stock #:

Description:

VIN:

Mileage:

Demo

☐

0

Trade

Vehicle: 0

VIN:

Mileage:

Allowance:

Payoff:

		Sale Info.		Finance Info.	
Sale Price:	46,125.00	Price (MSRP)	46,125.00	Cancellation Option Fee ...	0.00
Total Financed Aftermarkets:	0.00	Hard Adds	0.00	Rate	0.00
Total Trade Allowance:	0.00	Soft Adds	0.00	Term	0 mos.
Trade Difference:	46,125.00	Surface Protection	0.00	Scheduled Payment Amt..	51,096.28
		Discounts	0.00	Final Payment	0.00
Documentary Charge:	85.00	Total Sale Price	46,125.00	Finance Charge	0.00
State & Local Taxes:	4,736.53	Extended Warranty(s)	0.00	Total of Payments.....	51,096.28
Total License and Fees:	149.75	GAP	0.00	First Payment Date	09/22/22
Total Cash Price:	51,096.28	Total Sale	46,125.00	Final Payment Date	09/22/22
		Total Fees	4,971.28	Deal Number	315135
Total Trade Payoff:	0.00	Total Price w/fees	51,096.28		
Delivered Price:	51,096.28	Trade Allowance	0.00		
		Trade Difference	0.00		
		Payoffs.....	0.00		
		Trade Equity	0.00		
Cash Down + Deposit	0.00	Cash Down + Deposit..	0.00		
		Rebates.....	0.00		
		Total Down	0.00		
Unpaid Balance:	51,096.28				
		Total Sale:	46,125.00	Total Amt Financed:	\$51,096.28

☐

Cash

Amount: \$ _____

☐

Check

Amount: \$ _____

☐

CC - MC / VISA / Discover / AMEX

Amount: \$ _____

NOV 02 2022


6:30pm

City of South Gate
CITY COUNCIL**AGENDA BILL**For the Special Meeting of **November 10, 2022**Originating Department: **Public Works**

Department Director:


Arturo Cervantes

City Manager:


Chris Jeffers**SUBJECT: GRANT DEED FOR RIGHT-OF-WAY DEDICATION AT 2505 TWEEDY BOULEVARD FOR STREET PURPOSES FROM ALAMEDA TWEEDY, LLC.**

PURPOSE: To recommend the approval of a grant deed for right-of-way dedication at 2505 Tweedy Boulevard. The Conditions of Approval required the developer of the 2505 Tweedy Boulevard property to dedicate a grant deed to the City, at no cost. The grant deed is to dedicate a right-of-way for street purposes to comply with the Mobility Element of the General Plan. The grant deed before the City Council meets the requirements and is being presented for approval.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Accepting a Grant Deed from Alameda Tweedy, LLC., to secure right-of-way for street purposes as part of the development located at 2505 Tweedy Boulevard, at no cost to the City; and
- b. Authorizing the Mayor to execute the Certificate of Acceptance in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact. The Grant Deed dedication will be made at no cost to the City.

ANALYSIS: The Public Works Department ("Department") has the authority to require developers to grant right-of-way dedications to the City for street purposes as a part of the entitlement process. This authority is granted under Chapter 5.32 (Street Dedication and Improvement), of Title 5 (Streets and Sidewalks), of the South Gate Municipal Code; by the California Government Code Section 37354 which authorizes a city to acquire real property for any public purpose; and by the California Government Code Section 66475 which authorizes a city to place exactions on private development such as to dedicate real property for the purpose of streets, alleys, drainage, public utility easements, or other public purposes. This authority was utilized to exact a dedication of right-of-way from the subject development.

BACKGROUND: The Department requires dedications of rights-of-way for street purposes from development projects as means to comply with the Mobility Element of the South Gate General Plan 2035 or to meet mobility demands from the project.

Through the entitlement process for the Raising Cane's development located at 2505 Tweedy Boulevard, the Department issued conditions of approval for right-of-way dedications along Tweedy Boulevard. The right-of-way is required to widen the sidewalk to comply with the City's General Plan. The width of the right-of-way dedication is 4-feet.

As a part of the development project, the developer will reconstruct and widen the existing sidewalk. The widened sidewalk will be 8 feet wide.

Resolution No. 6536, adopted November 9, 1999, authorizes the Mayor to accept the subject grant deed dedication without approval from the City Council. Resolution No. 6536 is more than 20 years old; therefore, staff is recommending that the grant deed dedication be accepted via City Council action.

ATTACHMENTS: A. Grant Deed - Alameda Tweedy LLC (2505 Tweedy Boulevard)
B. Resolution No. 6536

GD:lc

RECORDING REQUESTED BY:
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

This Space for Recorder's Use Only

Documentary Transfer Tax: None

The undersigned grantor(s) declare(s): This conveyance is for the benefit of the City of South Gate and as such is entitled to a free recording in accordance with government code 27383 and 6103 and is exempt from payment of documentary transfer tax in accordance with revenue and taxation code 11922

Assessor's Parcel Number(s): APN:6205-016-013

Site Address: 2505 Tweedy Boulevard
South Gate, CA 90280

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, **ALAMEDA TWEEDY, LLC**, a Delaware Limited Liability Company ("Grantor"), as the owner of the herein-described real property, does hereby grant, convey and transfer to the **CITY OF SOUTH GATE**, a California Municipal Corporation ("Grantee"), all Grantor's right, title and interest in and to that certain real property described in Exhibit "A" Street and Highway Easement and depicted on Exhibit "B" 0000 Street and Highway Easement, each of which are attached hereto and by this reference made part hereof.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of August 25, 2022.

ALAMEDA TWEEDY, LLC

By: _____
Name: Arturo Snider
Title: Manager

Attach Notary Acknowledgment

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

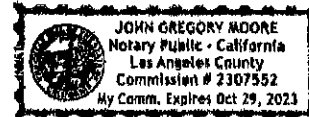
State of California)
County of Los Angeles)

On September 7th, 2022, before me, John Moore, a notary public, personally appeared ~~David Potter~~, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature John Moore



(Seal)

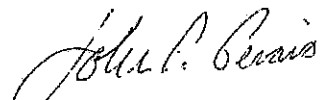
EXHIBIT "A"
STREET AND HIGHWAY EASEMENT
LEGAL DESCRIPTION

A 4.00 FOOT STRIP OF LAND OVER A PORTION OF LOTS 240 AND 243 OF TRACT NO. 5527, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 59 PAGE 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 14741 PAGE 68 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EAST LINE OF SAID LAND, ALSO BEING THE EAST LINE OF THE WEST 50.00 FEET OF SAID LOT 240, NORTH 07°14'05" EAST 12.13 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID LAND TO A POINT ON A NON-TANGENT 1534.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY, TO WHICH A RADIAL LINE BEARS NORTH 04°36'23" EAST, AND BEING THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID CURVE, BEING THE NORTHERLY BOUNDARY OF SAID LAND AND THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 14680 PAGE 189 OF OFFICIAL RECORDS OF SAID COUNTY, THROUGH A CENTRAL ANGLE OF 04°54'52", AN ARC DISTANCE OF 131.57 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 243; THENCE ALONG SAID SOUTH LINE, NORTH 82°33'41" WEST 40.74 FEET TO THE SOUTHWEST CORNER OF SAID LOT 243; THENCE ALONG THE WESTERLY LINE OF SAID LOT 243, NORTH 10°24'42" WEST 4.20 FEET TO A POINT ON A LINE LYING 4.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 243, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE, SOUTH 82°33'41" EAST 41.76 FEET TO THE BEGINNING OF A NON-TANGENT 1538.00-FOOT RADIUS CURVE, CONCAVE SOUTHERLY, TO WHICH A RADIAL LINE BEARS NORTH 00°17'53" WEST, SAID CURVE LYING 4.00 FEET NORTHERLY OF AND CONCENTRIC WITH THE CURVE HEREIN DESCRIBED IN THE FIRST COURSE OF THIS DESCRIPTION; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°54'40", AN ARC DISTANCE OF 131.83 FEET MORE OR LESS TO THE EAST LINE OF THE WEST 50.00 FEET OF SAID LOT 240; THENCE ALONG SAID EAST LINE, SOUTH 07°14'05" WEST 4.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 692 S.F. ±.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

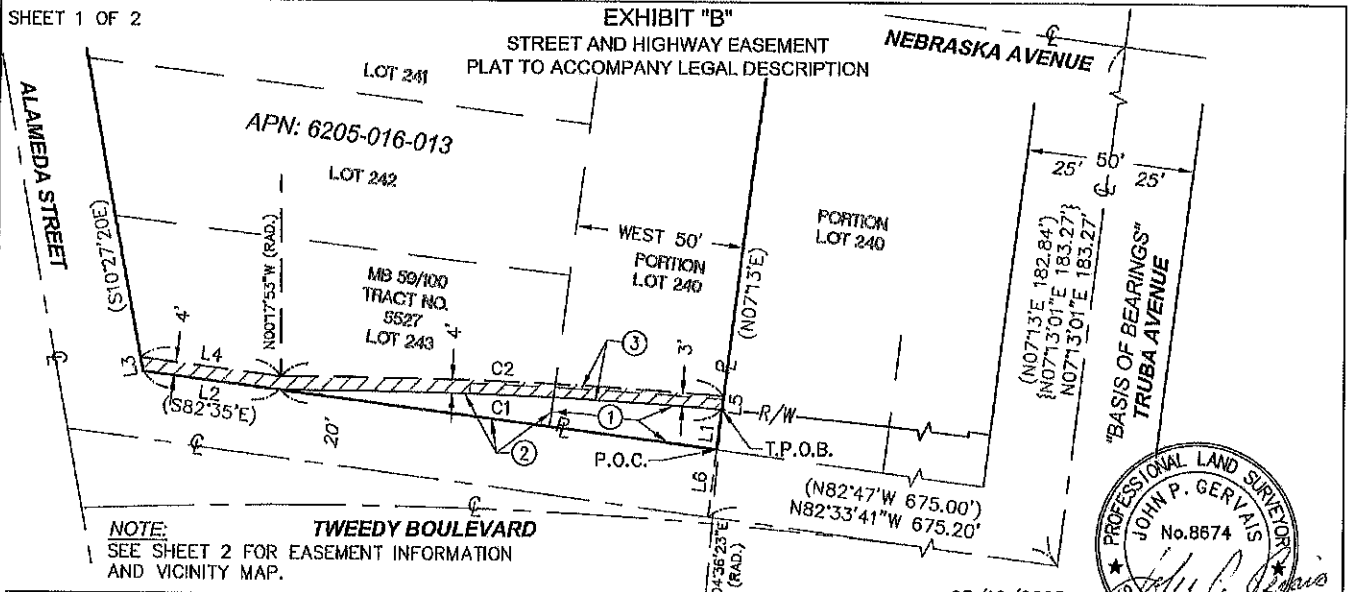

JOHN P. GERVAIS, PLS 8674 05/19/2022
DATE



APN: 6205-016-013

SHEET 1 OF 2

EXHIBIT "B"
STREET AND HIGHWAY EASEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION



Line Table

Line #	Bearing	Length
L1	N07°14'05"E	12.13'
L2	N82°33'41"W	40.74'
L3	N10°24'42"W	4.20'
L4	S82°33'41"E	41.76'
L5	S07°14'05"W	4.00'
L6	S07°14'05"W	20.00'

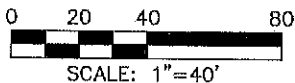
Curve Table

Curve #	Radius	Delta	Length
C1	1534.00'	4°54'52"	131.57'
C2	1538.00'	4°54'40"	131.83'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE
CENTERLINE OF TRUBA AVENUE PER RS 255/51,
I.E. N07°13'01"E.

LG LAND SURVEYING, INC.
30355 CALLEJO FELIZ TER
VALLEY CENTER, CA 92082
p: 619-535-1172

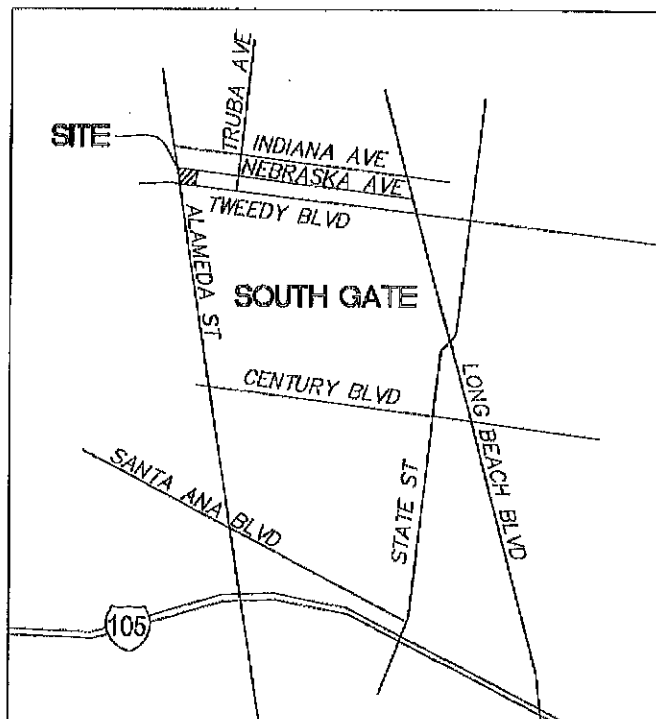
**LEGEND:**

- 05/19/2022
- CENTERLINE
 - PROPOSED MERGED PARCEL
 - LOT LINE TO BE REMOVED
 - R/W — RIGHT OF WAY
 - EASEMENT
 - () RECORD DATA PER TRACT NO. 5527, MB 59/100
 - { } RECORD DATA PER RS 255/51
 - AC. ACRES
 - S.F. SQUARE FEET
 - APN ASSESSOR'S PARCEL NUMBER
 - MB MAP BOOK
 - RS RECORD OF SURVEY
 - NO. NUMBER
 - P.O.C. POINT OF COMMENCEMENT
 - T.P.O.B. TRUE POINT OF BEGINNING
 - RAD. RADIAL BEARING
 - STREET AND HIGHWAY EASEMENT
 - AREA = 692 S.F. ±

EXHIBIT "B"
STREET AND HIGHWAY EASEMENT
PLAT TO ACCOMPANY LEGAL DESCRIPTION

EASEMENTS:

- ① AN EASEMENT OVER THAT PORTION OF LOT 240 FOR PUBLIC ROAD AND HIGHWAY PURPOSES, AS GRANTED TO THE CITY OF SOUTH GATE, BY DEED RECORDED IN BOOK 14741 PAGE 88 OF OFFICIAL RECORDS.
- ② AN EASEMENT OVER THAT PORTION OF LOT 243 FOR PUBLIC ROAD AND HIGHWAY PURPOSES, AS GRANTED TO THE CITY OF SOUTH GATE, BY DEED RECORDED IN BOOK 14680 PAGE 189, OF OFFICIAL RECORDS.
- ③ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATION SYSTEMS AND RIGHTS INCIDENTAL THERETO IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY AS SET FORTH IN A DOCUMENT RECORDED AUGUST 25, 1988 AS INSTRUMENT NO. 88-1353564 OF OFFICIAL RECORDS.
4. AN EASEMENT FOR WATER PIPES, GAS PIPES AND SEWERS, AND POLES FOR ELECTRIC WIRES AND TELEPHONES AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT RECORDED IN BOOK 4472 PAGE 389 OF OFFICIAL RECORDS. EASEMENT IS BLANKET IN NATURE OVER LOT 241.
5. AN EASEMENT FOR WATER PIPES, GAS PIPES AND SEWERS, AND POLES FOR ELECTRIC WIRES AND TELEPHONES AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT RECORDED IN BOOK 10115 PAGE 197 OF OFFICIAL RECORDS. EASEMENT IS BLANKET IN NATURE OVER THE WEST 50' OF LOT 240 AND IS NOT PLOTTABLE.
6. AN EASEMENT FOR TELECOMMUNICATIONS CABLE SYSTEM AS SET FORTH IN AN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION, UPON THE TERMS THEREIN PROVIDED IN FAVOR OF SPRINT COMMUNICATIONS COMPANY L.P., ET AL. RECORDED FEBRUARY 13, 2014 AS INSTRUMENT NO. 20140157868 OF OFFICIAL RECORDS. EASEMENT IS NOT PLOTTABLE.



VICINITY MAP
 NOT TO SCALE



LG LAND SURVEYING, INC.
 30355 CALLEJO FELIZ TER
 VALLEY CENTER, CA 92082
 p: 619-535-1172

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed by the deed or grant dated August 25, 2022 from Alameda Tweedy LLC, to the **City of South Gate**, California, a municipal corporation and/or governmental agency hereby is accepted by the Mayor of the City of South Gate on behalf of the City Council of South Gate, California on November 10, 2022 pursuant to authority conferred by, Resolution No. 6536 adopted on November 9, 1999, and the grantee consents to the recordation thereof by its duly appointed officer.


CITY OF SOUTH GATE
a California municipal corporation

By: _____
Al Rios, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RESOLUTION NO. 6536

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

**A RESOLUTION OF THE SOUTH GATE CITY COUNCIL
AUTHORIZING THE MAYOR OF THE CITY OF SOUTH
GATE TO ACCEPT OR REJECT ANY OFFERS OF
DEDICATION OF REAL PROPERTY FOR STREETS,
PATHS, ALLEYS, PUBLIC UTILITY EASEMENTS OR
OTHER PUBLIC PURPOSES**

WHEREAS, California Government Code Section 37354 authorizes a city to acquire real property by gift, bequest, or devise.

WHEREAS, pursuant to California Government Code Section 66475, a city may require, as a condition of its approval of a land entitlement, the dedication of real property for the purpose of streets, paths, alleys, drainage, public utility easements, other public easements or other public purposes.

WHEREAS, a dedication of real property is not effective, and no title shall pass to a city, until a resolution of acceptance by the legislative body, or an acceptance of dedication on a final map, is filed in the office of the county recorder.

WHEREAS, for purposes of ease and convenience relating to the process of any offer of dedication of real property, the City Council desires to have the Mayor accept, accept subject to improvement, or reject any offer of dedication of said property, on behalf of the City of South Gate, so as to benefit the City's general public welfare.


**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE
HEREBY FINDS, DETERMINES, AND RESOLVE AS FOLLOWS:**

SECTION 1. The City Council authorizes the Mayor, on behalf of the City Council of the City of South Gate, to accept, accept subject to improvement, or reject any offer of dedication of real property for streets, alleys, drainage, public utility easements, other public easements, or other public purposes.

SECTION 2. The City Clerk shall attest and certify to the passage and adoption of this Resolution, which shall become effective the date of its adoption.

SECTION 3. The City Clerk is hereby directed and authorized to transmit a certified copy of this Resolution to the office of the county recorder in which the real property is located.


PASSED, APPROVED and ADOPTED this 9th day of November 1999.


HENRY C. GONZALEZ, MAYOR

ATTEST:


NINA BAÑUELOS, CITY CLERK (SEAL)

APPROVED AS TO FORM:


ARNOLD ALVAREZ-GLASMAN,
CITY ATTORNEY

NOV 02 2022

6:30 pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Special Meeting of: **November 10, 2022**Originating Department: **Public Works**

Department Director: _____

Arturo Cervantes

City Manager: _____

Chris Jeffers

SUBJECT: NOTICE OF COMPLETION FOR THE CONSTRUCTION OF THE WATER FACILITY CHLORINATION SYSTEM UPGRADES, CITY PROJECT NO. 586-WTR

PURPOSE: The construction of the Water Facility Chlorination System Upgrades, City Project No. 586-WTR ("Project") is now complete. Section 7107 of the California 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:

- Accepting completion of construction of the Water Facility Chlorination System Upgrades, City Project No. 586-WTR, completed by Pacific Hydrotech Corporation, effective October 31, 2022; and
- Directing the City Clerk to file the Notice of Completion with the Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The Project was budgeted in the Capital Improvement Program in the amount of \$4,480,000 in the Water Fund in Account No. 411-731-71-9557 (Water System Facility Chlorination Upgrades), and was completed under budget, summarized below.

Project Budget	Account No. 411-731-71-9557
Design Services	\$225,974
Project Management Services	\$54,026
Construction Services	\$3,333,600
Change Order No. 1	(\$10,240)
SCADA Programming Services	\$29,900
*Project Management and Staff Time	\$80,000
Construction Management	\$432,526
Total Project Budget	\$4,145,786

* Costs will continue to be incurred to process final payments and paperwork.

ANALYSIS: The California Public Contract Code sets requirements that the City must abide to prior to making final payments for construction projects. California Public Contract Code Section 7107 establishes that the City must accept the completion of construction and issue public notice of such prior to releasing final payment (known as the retention payment). This process is a mechanism to provide written notice “Notice of Completion” to concerned parties that all work on the project has been completed. The Notice of Completion initiates a 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 retention payment to settle any liens exercised against the City.

BACKGROUND: The Project is a part of the City’s Capital Improvement Program. It entails replacing the chlorination systems (Attachment C) at: (1) Hawkins Reservoir (9021 West Frontage Road); (2) Well No. 26 (2541 Tweedy Boulevard); (3) Park Reservoir (9615 Pinehurst Avenue); (4) Westside Reservoir (2751 Tweedy Boulevard); (5) Well No. 27 (2645 Tweedy Boulevard); (6) Well No. 28 (3414 Ardmore Avenue); and (7) Well No. 29 (2700 Ardmore Avenue).

On July 14, 2020, the City Council approved Contract No. 2020-56-CC with Pacific Hydrotech Corporation (“PHC”) for the construction of the Project in the amount of \$3,333,600. Construction began on December 21, 2020 and was scheduled to be completed by April 16, 2021.

During construction, disputes arose regarding the completion of remaining work including Supervisory Control Data Acquisition (“SCADA”) integration of the new chlorination equipment. On July 26, 2022, the City Council approved a settlement agreement to resolve the issues. Construction requirements of the agreement have now been met. With the requirements of Contract No. 2020-56-CC and the settlement agreement satisfied, the City Council may accept the Project as complete as of October 31, 2022 and the Notice of Completion can be filed with the Los Angeles County Registrar Recorder’s Office.

The settlement agreement requires release of the retention within 20 days of the completion of the punchlist items prepared after the final job walk, which will fall within the maximum 35-day period of the substantial completion. The retention amount is \$214,373.

The final contract amount total was \$3,323,360 and includes Change Order No. 1 for a deductive amount of \$10,240.

Change Order No. 1 was approved administratively in accordance with South Gate Municipal Code Section 1.54.610 (Approval of modifications and change orders), of Chapter 1.54 (Purchasing System and Bidding Rules), of Title 1 (Administration and Personnel). This provision authorizes staff to approve change orders administratively that are equal to or less than \$50,000, or twenty percent of the original contract price; whichever is less.

The City Council may now accept the Project as complete. The Notice of Completion will be filed with the Los Angeles County Registrar Recorder’s Office.

ATTACHMENTS: A. Notice of Completion
B. Change Order No. 1
C. Location Map
D. Settlement Agreement

AA: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 10/31/2022
- 5 The name of the CONTRACTOR, if any, for such work of improvement was Pacific Hydrotech Corporation, 314 E 3rd Street, Perris, CA 92570.
- 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:

WATER FACILITY CHLORINATION SYSTEM UPGRADES PROJECT, CITY PROJECT NO. 586-WTR

- 7 The street and address of said property is: 8620 California Avenue, Dated: November 10, 2022
South Gate, CA 90280

- 8 Signature of _____ }

Owner or Owners Al Rios, Mayor
City of South Gate

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

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above

City of South Gate, Public Works Department
Contract Change Order



Date: 8/8/2022 Change Order No 1 Account/Contract No. 411-731-73-9557/2020-56-CC
 Contractor: Pacific Hydrotech Corporation Account Code
 Contract Date: 8/14/2020 Account Code
 Plan Reference: Water Facilities Chlorination System Upgrades, City Project No. 586-WTR
 Change Order Amount: Extension of Contract, if warranted 300 Calendar days

Reason of Change:
 Removal of SCADA Programming from the Project per Settlement Agreement between the City of South Gate and Pacific Hydrotech Corporation.

Description of Change:
 See attached documents

Original Contract Amount	\$ 3,333,600.00
Total of previous authorized Change Orders	\$
New Change Order Amount	\$ (10,240.14)
New Contract Amount	\$ 3,323,359.86

Contractor accepts the terms and conditions stated herein as full and final settlement of any and all claims arising from this Change Order. The adjustments to the Contract Price and Contract Time in this Change Order constitute the entire compensation and/or adjustment thereto due to Contractor, including but not limited to all direct, indirect, consequential, profit, labor, equipment, tools, idle time, incidentals, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the Work covered by this Change Order. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Approved:

Ana Ananda
 Project Manager

Arturo Cervantes
 Assistant City Manager/Director of Public Works

Chris Jeffers
 City Manager

Pacific Hydrotech Corporation
 Contractor

Original - Project File
 CC: - Contractor
 - Department

**CITY OF SOUTH GATE
PUBLIC WORKS DEPARTMENT
CONTRACT CHANGE ORDER**

Pg 1 of 1

CHANGE ORDER 1

PROJECT TITLE: Water Facilities Chlorination System Upgrades,
City Project No. 586-WTR

CONTRACT #: 2020-58-CC

CONTRACTOR : Pacific Hydrotech Corporation

ADDRESS : 314 E. 3rd Street
Perris, CA 92570

CITY PROJECT #: 586-WTR

PURCHASE ORDER #: 5876

CHANGE REQUESTED BY: City

DATE : 8/8/2022

ACCOUNT NO. 411-731-71-9557

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

CHANGE ORDER SUMMARY		Cost	Calendar Days
Original Contract Amount:		\$ 3,333,600.00	270
Previous Change Order No. <u>0</u> amounts to date:		\$	0
Current Change Order No. <u>1</u> amounts to date:		\$ (10,240.14)	0
Total Increase (or decrease) to contract (all change orders) to date:		\$ (10,240.14)	300
Revised Total Contract Amount:		\$ 3,323,359.86	570
Percentage of Total Increase (or Decrease) to Contract Amount to Date:		-0.31%	

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

Change in Bid Item Quantities										
BID ITEMS	DETAILED DESCRIPTION	UNIT	CONTRACT QUANTITY	CHANGE ORDER QUANTITY	PREVIOUS ESTIMATE	ADJUSTED CONTRACT QUANTITY TO DATE	CONTRACT UNIT PRICE	ADJUSTED UNIT PRICE	CONTRACT CHANGE ORDER AMOUNT	Time Extension Working Days
E-1	Remove the PLC/SCADA Programming from the contract (*)	EA					(45,000.00)		(45,000.00)	300
E-2	Additional Startup (*)	EA					\$3,598.56		3,598.56	
E-3	Exhibit A Items (*)	EA					\$31,161.30		31,161.30	
	(*) Per Attached Settlement Agreement									
Total Cost:									\$ (10,240.14)	300

THE TOTAL AMOUNT OF THIS CONTRACT CHANGE ORDER IS: \$ (10,240.14)

Approval Recommended by:
Project Manager

Date: 8/8/22

Accepted by:
Arturo Cervantes, PE; Assistant City Manager / Director of Public Works

Date: 8/9/22

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. NOTE: If you, the Contractor, do not sign acceptance of this Order, your attention is directed to the requirements of the Specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Accepted by:
David Power, Pacific Hydrotech, Inc.

Date:

Title: Project Manager



August 7th, 2022

City of South Gate
9615 Pinehurst Ave
South Gate, CA, 90280

Attention: Ana Ananda

Reference: South Gate Water Facility Chlorination System Upgrades
PHC Project No. C2010
Change Order Request 12 : Lump Sum DXP Additional Startup Without PHC Support

Ana,

See below Change Order Request COR 12 DXP Additional Startup Without PHC Support

in Ash St. for the enlarged excavation that was needed for repairs to the existing 28" Water Main. Please note that the attached invoice arrived to us late and was not accounted for in previous COR's for the above-mentioned work.

Amount of this Proposed Lump Sum Change Order:
Extra Time Requested Due to this Change:

\$3,598.56
Per Settlement
Agreement

Please review this Lump Sum change order request and if everything is acceptable to you, please issue us a Change Order in the amount of **\$3,598.56** at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David N. Power'.

David N. Power
Pacific Hydrotech Corporation

CONTRACTORS

ENGINEERS

FABRICATORS

Exhibit A

Approved Change Order Requests					
COR or PCO	PHC #	Date Sent	Description	COR Amount	Approved Rejected
COR	1	03/15/21	Eyewash Location	\$ 3,214.57	Approved
COR	2	08/03/21	Parks & Hawkins Reservoir Breakers	\$ 15,754.10	Approved
COR	3	06/29/21	Pressure Transmitter	\$ 10,073.74	Approved
COR	4	06/29/21	Well 28 Concrete	\$ 1,141.76	Approved
COR	5	06/29/21	Parks Damaged Wire Repair	\$ 4,231.89	Approved
COR	6	08/31/21	Sump Pump	\$ 2,102.09	Approved
COR	7	11/11/21	Chemical Credit Back	\$ (5,356.85)	Approved
Total:				\$ 31,181.30	

ATTACHMENT C – LOCATION MAP



SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into by and between Pacific Hydrotech Corporation ("PHC"), and the City of South Gate, a public entity ("City"). PHC and City may each hereinafter be referred to as a "Party" or collectively as the "Parties."

RECITALS

A. On or about July 14, 2020, City and PHC entered a written construction contract ("Contract"), pursuant to which PHC would act as the general contractor for the construction of a public work of improvement known as the C2010 Water Facility Chlorination Upgrades ("Project") owned by the City and located in the City of South Gate, California.

B. As of the date of this Agreement, certain work remains to be performed and, due to the disputes referenced in the following paragraph, the Supervisory Control and Data Acquisition ("SCADA") improvements contemplated by the Contract were not performed.

C. As of the date of this Agreement, disputes have arisen between the Parties regarding change order requests submitted by PHC for additional compensation under the Contract, and regarding the responsibility for various work remaining to be performed on the Project.

D. As of the date of this Agreement, the City has been served with a Stop Payment Notice from Reliable Monitoring LLC dba CalNotifier ("CalNotifier SPN"), a vendor to a subcontractor to PHC.

E. On or about April 4, 2022, the City issued a Notice of Default to PHC with respect to the Project.

F. It is the intention of the Parties to fully and completely resolve all disputes between them related to the Project, including but not limited to an agreement with respect to the

amounts to be paid to PHC for its work on the Project and the process for completing the work remaining to be performed on the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants, agreements and representations set forth herein, the Parties hereby agree as follows:

1. **Incorporation of Recitals:** Each of the above recitals is incorporated herein by this reference as though set forth in full.
2. **Final Contract Amount:** The Parties agree that the final contract amount shall be adjusted from the current amount of \$3,333,600 to the final amount of \$3,323,359.86. The Parties further agree that the City has paid the sum of \$2,804,191.00 to PHC to date, which results in the amount of \$519,168.86 yet to be paid to PHC. The Parties agree to execute the following Change Orders to adjust the Contract Sum to achieve said final amount:
 - a. A Change Order in the deductive amount of \$45,000.00 to remove the PLC/SCADA Programming work from the Contract;
 - b. A Change Order in the additive amount of \$3,598.56 to compensate PHC for the additional start-up pertaining to the automatic operation of the facility; and
 - c. A Change Order in the additive amount of \$31,161.30 to cover the items listed on Exhibit A attached hereto.
 - d. PHC agrees to waive \$25,582.51 in extra work performed that was not in the scope of the contract and to waive \$5,000 in materials purchased and to be provided to the City identified in Exhibit C as Construction Costs Waived.

3. **Remaining Work to be Performed:**

- a. The PLC/SCADA Programming work will be performed by the City and not by PHC, and PHC will be relieved of any and all responsibility for this programming work.
- b. PHC shall complete the items shown on Exhibit B attached hereto. Said work shall be completed within sixty (60) days following PHC's receipt of the First Payment, which is identified in paragraph 4.a. below.
- c. With respect to the remaining field wiring, PHC's subcontractor, LEED Electric will pull wires and leave the wires hanging for termination. The City will be responsible for the connection of the wires to the control panels. The City will complete the panel modifications, wire terminations, and all related PLC/SCADA/Programming work necessary.
- d. PHC will give the City access to the equipment installed by PHC, and will give the City all materials procured by LEED Electric, which are itemized on the document identified as "C2010 South Gate LEED SOFFA Items Turnover" attached hereto as Exhibit D.
- e. PHC agrees to leave the current temporary chlorination equipment in operation until manual startup is completed, at which point PHC will remove the temporary system from all jobsites.
- f. Start-Up: During manual startup, PHC's subcontractor, DXP/Cortech, will provide assistance to the City to ensure that the equipment will work (including startup and testing), and thereafter DXP/Cortech will provide staff training.
- g. Once the manual startup is completed, the Chlorination system is enabled for manual operation, and all work listed in Exhibit B has been completed, PHC will notify the City (in writing).

- h. Thereafter, a final job walk will be made by the City and PHC, and a final punchlist will be prepared.
- i. The assistance of DXP/Cortech for automatic programming support shall be continued for a period of no less than six (6) months after the Project is accepted by the City. Any deficiencies or defect of the equipment installed per the plans and specifications that would impair the integration of automatic operation shall be addressed by PHC at no additional cost to the City unless otherwise agreed by the Parties.

4. **Payments to PHC:** The City shall make each of the following payments to PHC by check made payable to "Pacific Hydrotech Corporation", which checks shall be sent to PHC via overnight mail with tracking information provided:

- a. Within twenty (20) days after the execution of this Agreement, the City shall pay PHC the amount of Three Hundred Four Thousand, Seven Hundred Ninety-Five Dollars and Forty-Four Cents (\$304,795.44) (the "First Payment").
- b. The City shall pay PHC the amount of Two Hundred Fourteen Thousand, Three Hundred Seventy-Three Dollars and Forty-Two Cents (\$214,373.42) (the "Retention Payment") within twenty (20) days after all of the following have occurred: (i) the completion of the first, manual startup and other items identified in Section 5(g) above, (ii) the City's receipt of a Release of Stop Payment Notice with respect to the CalNotifier SPN and with respect to additional Stop Payment Notices, if any, received by the City pertaining to the Project after the date of this Agreement, and (iii) completion of any punchlist items identified pursuant to Section 3(h) above.

5. **Rescission of Notice of Default:** Subject to PHC's satisfactory completion of the obligations of PHC set forth in this Agreement, the City agrees that the Notice of Default issued on April 4, 2022 is hereby rescinded, and the City agrees that PHC has not breached the

Contract. Except as modified by Sections 2, 3 and 4 of this Agreement, the Contract remains in full force and effect.

6. **Releases:** Except for the obligations imposed by this Agreement, the Parties hereto agree as follows:

- a. PHC does hereby release, remise and forever discharge the City and its employees, board members, agents and assigns, from any and all claims, cross-claims, damages, indebtedness, liabilities, accounts, reckonings, demands, obligations, costs, expenses, attorneys' fees, liens, actions and causes of action of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of or related to the Contract and/or the Project.
- b. CITY does hereby release, remise and forever discharge PHC and its shareholders, directors, officers, employees, agents, joint venturers, parents, subsidiaries, successors, assigns, subcontractors, suppliers, insurers and sureties from any and all claims, cross-claims, damages, indebtedness, liabilities, accounts, reckonings, demands, obligations, costs, expenses, attorneys' fees, liens, actions and causes of action of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of or related to the Contract and/or the Project.
- c. The provisions of Subparagraphs 6(a) and 6(b), as well as Paragraph 7 below, do not apply to any claims under any warranty (express or implied), or claims for latent deficiencies as defined in California Code of Civil Procedure Section 337.15, relating to the work performed or materials supplied by PHC or its subcontractors and suppliers on the Project. Nothing herein shall be deemed to modify, enlarge, reduce or alter the terms and conditions of the warranty(ies) provided pursuant to the terms of the Contract and under applicable law. Further, nothing herein shall be deemed to modify, enlarge, reduce or alter the terms and conditions of the payment and performance bonds provided by PHC with respect to the Project, except that the modifications of PHC's obligations as set forth in

this Agreement shall also modify the obligations of the surety under said payment and performance bonds.

7. **Waiver of Civil Code Section 1542:** Each of the Parties represents, acknowledges and agrees that it has had the opportunity to be advised by legal counsel of its choice regarding Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Except as expressly provided in this Agreement, each of the Parties waives any and all rights and/or benefits it has or may have under California Civil Code Section 1542 or any other statutes or common law principles of similar substance and effect, and further represents, acknowledges and agrees that his knowing and voluntary waiver of the provisions of California Civil Code Section 1542 is an essential and material term of this Agreement without which the consideration set forth herein and relating hereto would not have been delivered.

8. **Duty to Effectuate the Intent of this Agreement:** The Parties agree to take all steps and sign all documents necessary to effectuate the terms of this Agreement.

9. **Binding on Successors:** The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties' boards, successors, assigns, members, shareholders, directors, officers, employees, agents, insurers, sureties and the legal representatives of each of them, past and present.

10. **No Other Representations or Warranties:** There are no representations, warranties, promises or other statements upon which the Parties have relied, by whatever name called, express or implied, written or oral, except as expressly set forth in this Agreement. The only representations, promises, warranties, or other statements upon which the Parties have relied are as set forth in this Agreement.

11. **Additional Facts:** In entering this Agreement, each of the Parties acknowledges that it may hereafter discover facts different from, or in addition to, those which it now knows or believes to be true with respect to the releases herein made and agrees that every release herein made by it is now and will remain effective notwithstanding the existence or the discovery of such additional facts.

12. **Representations and Warranties:** Each of the Parties expressly represents, warrants and agrees as follows:

- a. There has been no assignment, sale, transfer or hypothecation, whether by operation of law, subrogation or otherwise, of any claim, right, cause of action, demand, obligation, liability or interest intended to be released pursuant to this Agreement;
- b. Each of the Parties has received independent legal advice from its attorneys with respect to the advisability of entering into the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code Section 1542;
- c. Each of the Parties has made such investigation of the facts pertaining to the settlement and this Agreement and of all the matters pertaining to it as it deems necessary;
- d. Each of the Parties or responsible officer or agent thereof has read this Agreement and understands the contents thereof. Each of the individuals executing this Agreement on behalf of the respective party represents that he / she possesses the power and authority to do so and thereby binds the respective Party; provided, however, that this Agreement, even if signed on behalf of the City, shall not be effective or binding unless and until it has been approved by the South Gate City Council;
- e. Each term of this Agreement is contractual and not merely a recital;

- f. Each of the Parties is the sole owner of the respective aforementioned claims and demands and does hereby agree and undertake to defend and indemnify and save entirely harmless those Parties released hereby from any and all claims, demands, liens, or suits, including, but not limited to, the expenses of defense thereof, which may hereafter be asserted by any other person or persons claiming any interest in or to the said claim, demand, or cause of action hereinabove set forth; and
- g. Each of the persons signing this Agreement represents that, subject to Section 13.d above, he/she has is duly authorized to execute this Agreement on behalf of the Party for which he/she is signing this Agreement.

13. **Construction and Jurisdiction:** This Agreement is to be executed and delivered within the State of California, and its validity, construction and performance shall be governed by the laws of the State of California.

14. **Interpretation:** Each of the Parties has participated in the preparation of this Agreement, and the Parties agree that the Agreement and its terms shall not be construed in favor or against any Party by virtue of the identity of its preparer.

15. **Attorneys' Fees:** Should suit or motion be brought to enforce any or all of the provisions of this Agreement, to obtain a declaration of rights under it, to rescind it, or by reason of a breach of any term, warranty or condition set forth in it, the prevailing party in said suit shall be entitled to reasonable attorneys' fees and costs. Except as provided in this Paragraph, each of the Parties shall be responsible for its own costs and attorneys' fees.

16. **Execution in Counterparts:** This Agreement may be executed in one document signed by all Parties, or in counterparts, some or all of which may be transmitted via electronic transmission in pdf format and each of which will be deemed an original. If executed in separate counterparts, all such counterparts shall constitute but one and the same document which may be sufficiently evidenced by one counterpart signed by the party who is to be charged with it.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year below written.

Dated: July 27, 2022

Pacific Hydrotech Corporation, a California corporation

By: 

Print Name: DAVID POWER

Title: V. P.

C2010

CITY OF SOUTH GATE:

By: 

Al Rios, Mayor

Dated: 7/28/22

ATTEST:

By: 

Yodit Glaze, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 

Raul F. Salinas, City Attorney

Exhibit A

Approved Change Order Requests					
COR or PCO	PHC #	Date Sent	Description	COR Amount	Approved Rejected
COR	1	03/15/21	Eyewash Location	\$ 3,214.57	Approved
COR	2	08/03/21	Parks & Hawkins Reservoir Breakers	\$ 15,754.10	Approved
COR	3	06/29/21	Pressure Transmitter	\$ 10,073.74	Approved
COR	4	06/29/21	Well 28 Concrete	\$ 1,141.76	Approved
COR	5	06/29/21	Parks Damaged Wire Repair	\$ 4,231.89	Approved
COR	6	08/31/21	Sump Pump	\$ 2,102.09	Approved
COR	7	11/11/21	Chemical Credit Back	\$ (5,356.85)	Approved
Total:				\$ 31,161.30	

Exhibit B

Items To Complete

1. Complete Fire Sprinkler System Installation at Well Site 27
2. Hawkins Reservoir Thermostat Installation
3. Manual Startup for Parks Reservoir, Hawkins Reservoir, Well 26, Well 27, Well 28, Well 29, and Westside Reservoir.

Exhibit C

Summary of Settlement Benefits to City, Summary of Contract, and Summary of Undisputed Work

- The following is a summary of the \$75,582.51 settlement benefit the City will receive for agreeing to remove the SCADA System Improvements from the contract:

Contract Reduction: \$45,000

Construction Costs Waived: \$25,582.51 (See Exhibit D)

SCADA Materials Delivered to City \$5,000 (See Exhibit D)

- The following is a summary of the contract as revised per this Settlement Agreement:

Original Contract Amount: \$3,333,600

Change Order Work: \$31,161.30

Change Order Work: \$3,598.56

Contract Reduction: \$45,000


Revised contract amount: \$3,323,359.86

- The following is a summary of undisputed contract work for which payment is due to the Contractor:

Progress Payment Plus Change Order Work of \$31,161.30 (Exhibit A) and \$3,598.56:
\$304,795.44

Retention: \$214,373.42 (Note: Actual Retention is \$163,504.73, but this includes \$59,490 for stop payment amount)

EXHIBIT D - Page 1 of 2

 <p>LEED ELECTRIC Power, Control and Instrumentation Contractor Since 1979</p> <p>Transmittal Record</p> <p>13138 Arctic Circle Santa Fe Springs, CA 90670 TEL: (562) 270-9500 FAX: (562) 863-5723</p>	<p>Project: South Gate Chlorination System Upgrades</p> <p>Subject: Soffa Items turnover</p> <p>Project Number: C20-019</p>
	<p>To: Pacific HydroTech Corporation</p> <p>Att: India Woodruff/ Shane Gomory 314 E. 3rd Street Perris, CA 92570</p>

Item Number	Description of Item	Qty
1	CONTROL MICROSYSTEMS, 5607 Input/Output Module Well 26, Well 27, Well 28	3
2	CONTROL MICROSYSTEMS, 5304 OUTPUT MODULE Well 28 and Park Reservoir	2
3	CONTROL MICROSYSTEMS, 5404 DIGITAL INPUT MODULE Hawkins Reservoir	1
4	24VDC SPDT relays	30
5	Relay mounting base for din	30
6	Phoenix Contact 3004362 Terminal Blocks	92
7	Fuse Terminal 24VDC, Indicating, Phoenix Contact 3046090	40
8	Double Level Terminal Block -- UTTB4, Phoenix Contact 3044814	52
9	2 level Terminal Block, 600V, 25A, Allen Bradley 1492-JD3	20
10	600V, 25A terminal Blocks	10
11	Terminal Blocks end caps	

Remarks:

Received By _____	Printed Name _____	Date _____
-------------------	--------------------	------------

Method of Delivery:

☐ Will Call
 ☒ Leed Electric Delivery
 ☐ FedEx or UPS
 ☐ Freight Company

Note: Please sign and return the transmittal record to Leed Electric, Inc.

EXHIBIT D - Page 2 of 2

1. Sump Pump Replacement
 - a. Cost: \$4,723.56
2. Additional Drain Line at Hawkins Reservoir for Analyzer Discharge
 - a. Cost: \$7,078.27
3. Additional work on Exhaust Fan installation at Parks Reservoir
 - a. Cost: \$8,620.34
4. Additional Work at Well 28 for Existing Chemical Building Repairs
 - a. Cost: \$5,160.34

Total \$25,582.51

NOV 02 2022

9:00 AM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Special Meeting of: November 10, 2022Originating Department: City Manager's Office

City Manager: _____



Chris Jeffers

City Manager: _____



Chris Jeffers

SUBJECT: RESOLUTION AUTHORIZING CITY MANAGER TO MODIFY THRESHOLDS FOR RECRUITMENT AND REFFERAL BONUSES PROGRAM

PURPOSE: To modify the Recruitment and Referral Bonus Program thresholds for critical positions.

RECOMMENDED ACTION: The City Council will consider:

- a. Adopting a Resolution modifying the thresholds for the Recruitment Bonus Program and the Referral Bonus Program; and
- b. Authorizing the City Manager to execute documents necessary to effectuate the actions, including employee agreements and any amendments thereto, as approved by the City Attorney.

FISCAL IMPACT: No specific impact is known at this time. It is anticipated that the two programs would potentially expend approximately \$60,000, annually, during any given fiscal year. The funding sources would be based on the employee's funding allocation. It is anticipated that costs would be offset by the salary savings that occur with any vacant position, given the normal recruitment process takes between 3-4 months and creates a savings of about \$15,000 to \$30,000 per vacant position.

ANALYSIS: The City Council previously approved certain thresholds for recruitment and referral programs in an effort to help fill critical positions. This has help in many recruitments over the last year. However, we are still experiencing difficulties filling vacancies in critical areas such as police officers and engineers. Recently, the City of Los Angeles offered a recruitment incentive of \$24,000 towards rent for successful candidates. In the State of California, it is estimated that there are nearly 12,000 to 15,000 police officer openings. At the present time, the South Gate Police Departments has 12 openings for police officer positions.

In addition, the City has attempted three recruitments for the Principal Engineer positions with no success of obtaining qualified candidates to this point, according to the department. Reviewing salary information for similar positions with similar experience requirements shows that our range is about \$20,000 or more below the private sector firms. In addition, many of

those firms offer annual performance bonuses to such positions. While we offer more attractive retirement and other benefits, being able to offer that salary level would not be sustainable and would require other positions to be adjusted as they are tied to that classification. We have a very competitive compensation package as compared to our survey market cities, and they too are experiencing recruitment difficulties. Many are turning more and more to private firms to fill voids in staffing needs.

As employers begin seeking employees for various vacant positions to fully open in a semi-post COVID-19 Pandemic (“Pandemic”), they are struggling to attract qualified individuals for many technical or public safety positions. The City of South Gate has experienced this situation in recent recruitments for executive positions and positions requiring licenses from the State of California (i.e., Engineers, Dispatchers, and Police Officers).

There are many complex reasons for shortages or the limited numbers going into certain professions which include:

Increase in e-commerce. Along with retail, one of the sectors facing the biggest challenges in labor is supply chain and logistics. Before the emergence of the Coronavirus, e-commerce was on track to continue its explosive growth. The Pandemic simply fueled adoption and accelerated digital transformation, forcing businesses to adapt to today’s shift in consumer behavior and shopping habits, and within unexpected generations and cultures to boot. Businesses had no option but to shift quickly to remain afloat during this time of economic uncertainty, and in-turn created more blue-collar jobs to fill.

Shift in demographics. Over the past 50 years, the country has undergone massive cultural and societal changes, including shifts in education level. Millennials today are generally better educated, with approximately 40% holding a bachelor’s degree or higher, compared with 29% of Generation X and 25% of Baby Boomers. As Gen X steps into more senior positions that Baby Boomers have retired from, Millennials and Gen Z are now making up the majority of the workforce. In addition to there being fewer people in the labor market overall, today’s candidates look to white-collar positions to utilize their degrees, while the blue-collar jobs candidate market continues to shrink.

Evolution of the gig economy. Many gig worker businesses such as Uber, Lyft, DoorDash and InstaCart offer people the ultimate flexibility and the option to work whatever hours or days they want — a perk coveted and prioritized by the younger working generations. Before COVID-19, independent workers were a growing part of the labor force, with more than a third of workers being involved in the gig economy. In 2020, their wages and participation grew 33%.

Lack of access to and high cost of childcare. This factor is due to higher operating costs among providers, higher expenses for parents, and increased scarcity since some childcare centers closed permanently during the Pandemic. Across the U.S., 72% of families report paying more for childcare now than before the Pandemic, and many parents are opting to reduce their work hours or leave the workforce completely to care for their children.

Pandemic relief and unemployment benefits. Temporary stimulus checks and greater unemployment benefits during the Pandemic gave many Americans breathing room to reevaluate their career paths: whether in search of more money, greater flexibility, or a higher level of personal satisfaction. In addition to unprecedented layoffs and furloughs in the face of the Pandemic, a dramatic number of employees resigned in search of new opportunities or a change in industries. A record 4 million people quit their jobs in April 2021.

Flexibility and work-life balance. Today, schedule flexibility and a healthy work-life balance are almost as critical as pay for workers, if not their top priority. Approximately 80% of young workers say they seriously consider how a position will affect their work-life balance prior to accepting a position. Employers who are unable to offer work-from-home opportunities are offering different shift options to cater to their employees' schedules for childcare, with four 10-hour days becoming more popular. Reportedly, 73% of workers would prefer an extra five days of paid time off over an increase of \$1 an hour, leading to employers offering additional paid time-off (PTO) and additional flexibility to take time off in smaller increments for appointments.

Increase productivity and efficiency. Businesses can reduce their labor needs by improving the productivity and efficiency of their workforce. Labor management systems (LMS), gamification and other tech-based approaches can help boost productivity by an average of 10% to 15%. Additionally, a well-run incentive program that is aligned with corporate metrics such as gross margin and labor spending can increase productivity by 5% to 10%. While financial incentives are most effective, non-monetary incentive programs can be successful as well.

Thus, as an employer, we are competing with all other municipal employers for filling various positions. Compounding these factors is the fact that governmental services are human provided for the most part. You cannot automate out the need for a Police Officer, Engineer, or other hands-on driven operations. Thus, we find ourselves trying to implement an array of possible tools to attract the most qualified individuals to serve the community of South Gate.

One such tool is both a sign-on and referral bonus. This bonus can help mitigate some salary disadvantages between employers; provide an incentive to stay longer with organizations and reward existing employees who assist in the recruitment of new employees to the organization. Attracting new employees is often better done by existing employees advertising openings and encouraging similar hard-working prospects to join the organization.

Proposed criteria for the referral would include:

- Prohibition of Elected Officials, City Manager and Executive Department Directors from receiving any bonus.
- Payout would only occur upon the "referred" employee being selected (one-half) and passing probation (remaining second half).
- Prohibition of any employee involved in the formal hiring decision/recommendation process.
- In cases where multiple employees submit a referral simultaneously of the same individual, those employees would divide the eligible bonus among themselves.
- To be eligible, a City employee would need to have notified Human Resources prior to the close of the recruitment for a particular position, of the name of the individual they

have recruited/referred. They would also have to be named by the new employee as a referral.

- Human Resources will be the deciding authority of whether an existing City employee has referred a prospective applicant in a timely manner and met the criteria in other areas.
- The bonus would range from \$2,500 to \$5,000, depending on if the position had been declared a qualified hard to fill position (\$5,000) or a regular recruitment (\$2,500).
- This bonus program can be suspended at any time by the City.

Proposed criteria for sign-on bonus:

- Prohibition by an existing in-house candidate filling the position.
- Employee must pass probationary period or 18 months of successful employment.
- The position must be designated as a “hard to fill” position prior to filling/advertisement.
- No part-time positions are eligible for this program.
- The City Manager is the only authorized individual to designate such a recruitment upon the request of the Department Director. The City Manager’s decision cannot be appealed.
- Factors to consider may be a) limited qualified applicants in previous recruitments in the prior 24-months, b) specialized positions needing licenses/certificates c) only full-time positions and d) other unique conditions advocated by the Department Director to the City Manager.
- Sign-on bonus shall be paid in two installments. The first half will be paid upon the first payroll period after being appointed and the second half will be paid upon the successful completion of either the probationary period or 18-months for at-will positions.
- The bonus amount would range between \$5,000 and \$20,000 depending on the level of the position being sought and difficulty in obtaining sufficient qualified applicants.
- This bonus program can be suspended at any time by the City.

Cities that have similar type programs report that between 2-4 referrals and sign on bonuses are usually awarded during any given year. We would expect similar results with the City of South Gate. The prevalent positions that most cities apply the sign-on bonus relate to first-responder recruitments; however, in recent years, cities have seen the need for certain engineering positions and other highly technical positions within their organizations.

BACKGROUND:

To better secure high qualified applicants for various positions with public organizations, many cities are turning to sign-on bonuses. The benefit of this process is to incentivize applicants without the need to offer an on-going compensation adjustment to the entire class. During the Pandemic, we are seeing many private companies offer incentives of up to \$100,000 (GlobalData report). City of Santa Cruz is offering \$20,000 for lateral Police Officers. City of Palm Springs is offering up to \$10,000 for new lateral officers. City of Oklahoma City is offering up to \$5,500 for hard-to-fill non-sworn positions. The City of Los Angeles which is trying to fill over 800 police officer’s openings is offering \$24,000 in rent subsidies over a two-year period to successful candidates.

In reference to referral bonuses, many organizations are viewing such bonuses as part of the recruitment process. What better way to potentially market the organization as a good employer

than to involve current employees in identifying new members. In addition, current employees could have access to applicant pools that traditional advertising may not be reaching. Data shows that referral bonuses tend to also secure employees that will add value to the organization as better co-workers.

At the present time we have 12 police officer vacancies, 3 Principal Engineer openings and a Deputy City Engineer opening.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE
APPROVING A RECRUITMENT BONUS AND REFERRAL BONUS
PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER
INTO CERTAIN AGREEMENTS WITH ELIGIBLE EMPLOYEES**

WHEREAS, the City of South Gate is a public employer for approximate 450 individuals, annually, and during any given time may be conducting 5 or more recruitments for individuals to fill various approved positions within the organization;

WHEREAS, during this COVID-19 pandemic period, the City, like other public employers, has experienced difficulty in attracting a sufficient pool of qualified candidates for some positions despite having competitive compensation levels as similar public agencies within our recruitment area;

WHEREAS, many private and public employers are adopting recruitment or sign-on bonuses as an additional tool to help secure sufficiently qualified individuals for their vacant positions. A few cities that have implemented recruitment and/or referral bonuses include Santa Cruz, Long Beach, Glendora, Anaheim, Palm Springs, and Monterey Park;

WHEREAS, engaging employees to assist in attracting and encouraging well qualified applicants to seek employment with the City of South Gate is an extremely beneficial way to spread the word of on-going recruitments allowing them to become City ambassadors expressing why working for the City of South Gate is such a great opportunity;

WHEREAS, being able to recruit and attract potential well-qualified candidates is critical to the City providing the best service to the community and bonus programs are helpful tools in that endeavor and will provide a strategic advantage over similar cities in our region which may not be considering these incentives as an investment in seeking well-qualified candidates, especially for those in hard to fill recruitments;

WHEREAS, although the City Council unanimously passed Resolution 2021-60-CC at its November 23, 2021 regular meeting establishing various thresholds for referral and recruitment bonuses, it appears that adjusting those thresholds for critical positions like public safety, professional licensed and other extremely skilled positions is warranted; and

WHEREAS, the costs of such bonuses are offset by the salary savings associated with the vacant position involved in the recruitment process.

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

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

SECTION 2. The City Council does hereby approve a modification to the recruitment bonus program for designated “hard to fill” positions by the City Manager in advance of the recruitment opening. Such bonuses shall range from \$5,000 to \$20,000 to be determined by the difficulty likely to be experienced for a particular recruitment associated with a vacant position within the City, deemed at the sole discretion of the City Manager. The City Manager shall adopt necessary program guidelines and modifications consistent with the intent and presentation of this program to the City Council at its November 10, 2022, meeting.

SECTION 3. The City Council does hereby also approve a referral bonus program for eligible City employees who refer and recruit new full-time employees to the City of South Gate. Such bonuses shall range from \$2,500 to \$5,000. The bonuses will be determined based on whether a recruitment has been determined as a “hard to fill” position or is simply a normal recruitment. The designation of such positions is in the sole discretion of the City Manager. The City Manager shall adopt necessary program guidelines and modifications consistent with the intent and presentation presented to the City Council at its November 10, 2022, meeting.

SECTION 4. The City Council further approves the distribution of payments for qualified referral bonuses which shall be made in two installments to eligible employee. The first installment (50%) shall be made upon the referred new employee beginning work for the City of South Gate and the second and final installment (remaining 50%) shall be made upon the completion of probation or after successfully completing 18 months of employment for a new exempt employee.

SECTION 5. The City Council approves the distribution of payments for recruitment/sign-on bonuses which shall be made in two installments to the qualified new employees hired to fill a designated “hard to fill” position by the City Manager. The first installment (50%) shall be paid in the first payroll period for the eligible employee. The second and final installment (remaining 50%) shall be paid upon the passing of probation or after successfully completing 18 months of employment for exempt positions.

SECTION 6. The City Council approves a referral bonus program for current eligible City employees to assist the City in its recruitment of vacant positions. The City Manager shall adopt necessary program guidelines to ensure such program is fair and transparent.

SECTION 7. The City Manager is hereby authorized to execute documents necessary to effectuate the actions, including employee agreements and any amendments thereto, as approved by the City Attorney.

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

PASSED, APPROVED, and ADOPTED this 10th day of **November 2022**.


CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTEST:



By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

CITY MANAGER'S OFFICE

NOV 02 2022
10:00am**City of South Gate**
CITY COUNCIL**AGENDA BILL**For the Special Meeting of: November 10, 2022Originating Department: City Manager's Office

City Manager:  City Manager: 
 Chris Jeffers Chris Jeffers

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF SOUTH GATE FOR COORDINATION OF DIGITAL CONNECTIVITY INVESTMENTS

PURPOSE: To consider approving a Memorandum of Understanding ("MOU") between the County and the City to cooperate and coordinate resources to apply for third party funding opportunities and/or development of community-based connectivity projects.

RECOMMENDED ACTION: The City Council will consider:

- a. Approving the Memorandum of Understanding between the County of Los Angeles and the City of South Gate to collaborate and coordinate relating to community-based connectivity projects; and
- b. Authorizing the City Manager to sign the MOU on behalf of the City of South Gate in a form acceptable to the City Attorney.

FISCAL IMPACT: Minimal fiscal impact. The MOU is an agreement to provide information and assist the County in their efforts to develop possible broadband type projects in the Southeast Los Angeles area communities. The MOU can be cancelled with a 12-day notice by either party and commits no other resources than assisting with information in seeking grant opportunities and possible connectivity projects.

ANALYSIS: In March, the Los Angeles County Board of Supervisors approved a project to provide service to 365,000 low-income households in the County which were lacking broadband internet service. This lack of service disproportionately impacts lower income communities as well as populations that are predominantly of color from accessing high-speed internet service and connecting to critical information. While over the last couple of years several governmental initiatives have been developed to address the crisis, the inequities persist in both urban and rural areas which do not subscribe to broadband service.

The Board of Supervisors has directed the County Internal Service Department ("ISD") to assess viable options to facilitate residential access to reliable broadband service in low-income communities where more than 20% of the household lack internet service, based on data from

the United States Census Bureau's American Community Survey. The County's ISD has identified six cities in District 4 that have a high number of low-income residents, and a high percentage of households who lack internet connectivity. The cities are Huntington Park, Bell, Maywood, Bell Gardens, South Gate, and Lynwood. The County believes these SELA communities would make an ideal partnership with the County to improve internet connectivity.

Under the proposed MOU, collaboration with Los Angeles County on expanding broadband connectivity will include the following joint efforts:

- Build a shared organization framework that can be used to develop a comprehensive regional strategy.
- Share non-personally identifiable data that can help inform this effort and related strategies.
- Identify, assess, and share information on each party's assets and operations that may be considered for hosting or otherwise supporting new infrastructure.
- Identify and share projected costs and funding sources for planned investments and for projects under consideration.
- Share timelines and locations for potential and planned investments.
- Explore grant opportunities to jointly pursue.

Based on the finding of potential assets in South Gate, the City may support broadband technologies using existing infrastructure such as buildings, utility poles, or existing subterranean lines to expand fiber optics, wireless broadband, or other technologies as appropriate.

The County ISD plans to make use of Internet Service Providers who have been selected through a competitive Request of Qualifications ("RFQ") process undertaken in March 2022, in each partner community. As a requirement, RFQ respondents must be able to deliver high-speed, high-quality broadband internet service to each residence using wireless technology, fiber, or a combination of both. The required capacity includes download speeds of up to 100 megabits per second (Mbps), and uploads speeds of up to 20 Mbps. For example, the typical minimum download speed per student or telecommuter is 5-25 Mbps, allowing for multiple users per household without interruption.

The County program will also hire local, digital navigators to support residents to sign up for broadband service. The digital navigators will work with residents, at call centers, and promote the program through tabling at local events.

The City Manager's for Maywood; Cudahy, and Bell have indicated they are also approaching their City Council Members for approval to enter into an MOU with the County ISD for this pilot project.

BACKGROUND: A recent Los Angeles Times story, "Broadband internet isn't equally available to L.A. County's low-income residents," did an in-depth look to the equity divide between wealthy communities and low-income communities. The review found disturbing facts that low-income residents often pay more and receive worse service than those residents that live

in higher-income areas of the County. The information was based on data published from the California Community Foundation and Digital Equity L.A., a coalition of local community groups.

The conclusion of the report was that in low-income tracts 1) the residents cannot afford high speed and reliable service and what they can afford is often not reliable or fast enough when several users are accessing it and 2) that internet providers have not made the investment in the communities because not enough residents will pay as compared to more wealthy areas. Thus, the areas where high speed and reliable service is most needed is where it is least affordable.

ATTACHMENTS: A. Proposed Memorandum of Understanding (MOU)
B. Los Angeles County PowerPoint Presentation

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SOUTH
GATE AND THE COUNTY OF LOS ANGELES FOR COORDINATION OF
DIGITAL CONNECTIVITY INVESTMENTS**

This Memorandum Of Understanding ("MOU"), is made and entered into this 10th day of November, 2022, by and between the **CITY OF SOUTH GATE**, a municipal corporation acting by and through its **City Manager's Office (City)**, and the **COUNTY OF LOS ANGELES**, acting by and through its **Internal Services Department ("COUNTY" or "ISD")**, (individually as "Party", or collectively as "Parties").

RECITALS

WHEREAS, ISD is authorized pursuant to Section 23005 of the Government Code and by the November 16, 2021 motion of the County Board of Supervisors' (Agenda Item #19, Investments to Accelerate Digital Equity) to enter into an MOU to partner with agencies to coordinate efforts for digital equity and connectivity; and

WHEREAS, the digital divide – the gap between those that have opportunities to access and benefit from the internet and those that do not – has been brought to the forefront by the disparities in the underserved communities negatively impacted by the COVID-19 pandemic; and

WHEREAS, in response to the COVID-19 pandemic, both the public and private sectors have prioritized digitizing and providing their services online, which requires residents to have basic internet connectivity to access these services; and

WHEREAS, the Federal Government and the State of California have demonstrated their commitment to bridge the digital divide by providing competitive grants to fund broadband internet access, affordability, and adoption; and

WHEREAS, eligibility for grant funding requires local agencies to coordinate and collaborate to leverage the competitive advantages of each agency, including existing capital assets, authorities, and services, to build toward a coherent and interoperable regional strategy; and

WHEREAS, the County has approached the City of South Gate, which has significant pockets of low-income census tracts and areas of poor or no broadband service, to work cooperatively to provide a regional opportunity to better address this critical issue; and

WHEREAS, the Parties desire to collaborate and commit resources towards digital equity to ensure residents and businesses have access to high-speed internet.

NOW THEREFORE, in consideration of the mutual benefits contained herein, and for good and valuable consideration, the Parties agree as follows:

1. PURPOSE

The purpose of this MOU is to reduce duplication of efforts by establishing a partnership to plan for coordinated investments that would deploy each Parties' competitive advantages (including assets and operations) to effectively, efficiently, and equitably bring new wide range public connectivity infrastructure to communities and build a comprehensive regional strategy.

The partnership is intended to encourage coordination and collaboration to both community-based connectivity projects (such as wireless and/or fiber-optic technology that provides last-mile access within a particular geographic area) as well as the buildout of regionally supportive backbone infrastructure such as open-access public fiber-optic networks.

This partnership provides the opportunity to address the technology void that now exists in education, small business, and households of the identified region in District 4.

2. TERM

This MOU will be effective from the date of authorized signature by the Parties through (DATE), unless terminated earlier by any Party as set forth in this MOU.

3. AMENDMENT

An amendment(s) to this MOU must be made by mutual written consent of the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

4. TERMINATION

This MOU may be terminated by either Party with twelve (12) days written notice.

5. ROLES AND RESPONSIBILITIES

Parties agree to work collaboratively to coordinate each party's digital connectivity investments to maximize public impact and to secure additional funding in this vital area.

Furthermore, Parties agree to:

- Build a shared framework that can be used to develop a comprehensive regional strategy.
- Advocate for a coordinated digital connectivity strategy.
- Share non-personally identifiable data that can help inform this effort and related strategies.

- Identify, assess, and share information on each party's assets and operations that may be considered for hosting or otherwise supporting new infrastructure.
- Identify and share projected costs and funding sources for planned investments and for projects under consideration.
- Share timelines and locations for potential and planned investments.
- Explore grant opportunities to jointly pursue.

While the intent is to collaborate to the greatest extent possible, the Parties are free and able to use any shared information as each Party sees fit for their respective purposes around digital connectivity. Information being shared, or withheld, imposes no other duty on the Parties, outside of information sharing, and no duty to work collaboratively on future projects without entering into a separate agreement or an amendment to this MOU.

6. REPORTING

Each Party is responsible for the collection, collation, and submission of required reporting under its own jurisdiction. When mutually agreed, the Parties will share information on areas of mutual interest or in relation to jointly pursued grants.

7. CONFIDENTIALITY

Parties shall maintain the confidentiality of all records and information in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, and policies and procedures relating to confidentiality.

8. PUBLIC RECORDS ACT

Parties understand and agree that any documents shared with the other Party for purposes of this MOU, become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq., (Public Records Act or PRA) and which are marked "trade secret", "confidential", or "proprietary". Parties will not in any way be liable or responsible to the other Party for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

9. INDEMNIFICATION

Pursuant to the provisions of Sections 895.4 et seq. of the California Government Code, each Party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this MOU. In the event of third-party loss caused by the negligence, wrongful act, or omission of more than one Party, each Party hereto shall bear financial

responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this agreement.

10. CONFLICT OF INTEREST

Each Party shall comply with all federal, state, and local conflict of interest laws and policies applicable to the particular Party now in effect or hereafter to be enacted during the term of this MOU. Each Party warrants that it is not now aware of any facts that create a conflict of interest. If the Party hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the other Parties. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this MOU.

11. COMPLIANCE WITH APPLICABLE LAW

In the performance of this MOU, Parties must comply with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.

12. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties. This MOU shall not restrict the Parties from entering into similar or equal MOUs with other entities or agencies.

13. GOVERNING LAW, JURISDICTION AND VENUE

This MOU will be governed by, and construed in accordance with, the laws of the State of California. Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that venue of any action brought hereunder shall be exclusively in Los Angeles County.

14. ENTIRE AGREEMENT

This MOU constitutes the entire understanding and agreement of the Parties. Neither verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this MOU.

15. NOTICES

All notices and approvals must be in writing and directed to the following representative of the Parties:

City of South Gate:

City of South Gate
Attn: Chris Jeffers, City Manager
8650 California Avenue
South Gate, CA 90280
Email: cjeffers@sogate.org

County:

County of Los Angeles, Internal Services Department (ISD)
Attn: Selwyn Hollins
1100 N. Eastern Ave.
Los Angeles, CA 90063
Email: shollins@isd.lacounty.gov

16. COUNTERPART AND ELECTRONIC SIGNATURE

The MOU may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU. Parties agree to consider facsimile and electronic/digital versions of the original signature of authorized personnel of each party to have the same force and effect as original signatures, email or electronic signature of the Parties shall be deemed to constitute original legally binding signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the Parties hereto, by their duly authorized respective officers as follows:

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

By: _____
NAME
Title

By: _____
Dawyn R. Harrison
Acting County Counsel

Date: _____

Date: _____

CITY OF SOUTH GATE

ATTEST:


By: _____
Chris Jeffers
City Manager

By: _____
Yodit Glaze
City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

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

Date: _____

CITY MANAGER'S OFFICE

NOV 02 2022

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Special Meeting of: November 10, 2022

Originating Department: City Manager's Office

City Manager: _____

CA
Chris Jeffers

City Manager: _____

CJ
Chris Jeffers

SUBJECT: RESCEDULING THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 22, 2022 TO NOVEMBER 29, 2022

PURPOSE: To consider moving the regularly scheduled City Council Meeting of November 22 2022 to November 29, 2022. Vice Mayor Maria del Pilar Avalos and Council Member Denise Diaz are requesting a discussion and consideration of moving the November 22, 2022 meeting to November 29, 2022 because the November 22nd meeting falls on the week of Thanksgiving, and the desire is to avoid any conflicts with participation by Council Members and members of the public.

RECOMMENDED ACTION: The City Council will consider approving the rescheduling of the November 22, 2022, regularly scheduled City Council meeting to Tuesday, November 29, 2022.

FISCAL IMPACT: None

ANALYSIS: The November 22, 2022, Regular City Council Meeting is scheduled for Thanksgiving week and Vice Mayor Avalos and Council Member Diaz are requesting the City Council consider rescheduling the meeting to November 29, 2022. The reason for considering the change in meeting dates is that many individuals will be leaving for the holiday or having family members arrive that week to celebrate Thanksgiving. To encourage better participation and benefit the community, the Council Members believe holding the meeting the following week should be considered.

Should this request be approved, Staff is recommending that the City Council announce that there will not be a City Council meeting on November 22, 2022, and that all business that would otherwise be conducted on November 22, 2022 be conducted on November 29, 2022 at 6:30 p.m.

There are no conflicts with City Commissions or Boards on November 29th as it is the fifth Tuesday of the month.

ATTACHMENT: None

CITY MANAGER'S OFFICE

OCT 31 2022

WARRANT REGISTER FOR COUNCIL MEETING 11/8/2022

PART I

apChkLst

Final Check List

Page: 1

10/19/2022

9:09:01AM

CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
98753	10/19/2022	0009880	HDL SOFTWARE, LLC	SIN018365	6/6/2022	7/1/2019-6/30/2023 ANNUAL HOS	23,988.13	23,988.13
		Voucher:						
98754	10/19/2022	00000268	HOME DEPOT CREDIT SERVICES	6371648	4/21/2022	SHOP TOOLS	120.93	120.93
		Voucher:						
98755	10/19/2022	0013069	NR DEVELOPMENT, INC	UOP-014	10/4/2022	8/16/22-9/15/22 CONSTRUCTION	768,900.05	768,900.05
		Voucher:						
98756	10/19/2022	0013624	PARTY TIME TRAIN	1001	10/11/2022	10/31/2022 TRAIN FOR HALLOWE	950.00	950.00
		Voucher:						
98757	10/19/2022	0013426	STEEL SOURCE CONSTRUCTION	10302.3354	8/31/2022	REPLACEMENT WATER SAMPLI	14,921.06	14,921.06
		Voucher:						

Sub total for BANK OF THE WEST: 808,880.17

5 checks in this report.

Grand Total All Checks: 808,880.17

Gray highlight indicate prepaid check

Page: 1

Item No. 17

312

WARRANT REGISTER FOR COUNCIL MEETING 11/8/2022

PART II

apChkLst
10/26/2022 8:09:43AM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98759	10/27/2022	0012107	CALIFORNIA STATE DISBURSEMENT Ben307001	10/27/2022	CA STATE DISB. UNIT: PAYMENT	299.99	299.99
		Voucher:					
98760	10/27/2022	00002138	FRANCHISE TAX BOARD Ben306999	10/27/2022	GARNISHMENT - FRANCHISE TA	1,198.16	1,198.16
		Voucher:					
Sub total for BANK OF THE WEST:							1,498.15
2 checks in this report.							
Grand Total All Checks:							1,498.15

WARRANT REGISTER FOR COUNCIL MEETING 11/8/2022

PART III

apChkLst
10/26/2022 1:46:37PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98761	10/26/2022	0010237 FRONTIER COMMUNICATIONS	209-057-1084-10/2	10/25/2022	BILLING - 10/01/22-10/31/22 ACC	59.86	59.86
		Voucher: 98761					
98762	10/26/2022	00004934 GAS COMPANY	113 798 0362 7 10	10/26/2022	BILLING PRD- 09/01/22 -10/01/22	3,892.22	
		Voucher: 98762	115 800 9600 3 10	10/14/2022	BILLING PRD- 09/13/22 -10/12/22	3,814.26	
			189 300 9500 710	10/19/2022	BILLING PRD-09/16/22 -10/17/22	1,267.91	
			186 100 7200 3 10	10/17/2022	BILLING PRD-9/14/22 -10/13/22	975.85	
			130 500 9400 5 10	10/13/2022	BILLING PRD-9/12/22 -10/11/22	115.75	
			094 300 7500 3 09	10/26/2022	BILLING PRD- 9/15/22 -10/14/22	100.95	
			102 000 8100 7 10	10/13/2022	BILLING PRD-9/12/22 -10/11/22	97.50	
			132 600 9400 1 10	10/13/2022	BILLING PRD- 09/12/22 -10/11/22	83.30	
			134 700 9400 7 10	10/13/2022	BILLING PRD- 09/12/22 -10/12/22	71.10	
			049 200 7902 9 10	10/17/2022	BILLING PRD- 9/14/22 -10/13/22	34.37	
			013 900 7300 3 10	10/14/2022	BILLING PRD-09/13/22 -10/12/22	32.45	
			045 400 7300 6 10	10/14/2022	BILLING PRD- 09/13/22 -10/12/22	22.37	
			126 300 9600 1 10	10/14/2022	BILLING PRD-9/13/22 -10/12/22	20.36	10,528.39
98763	10/26/2022	00004869 GOLDEN STATE WATER COMPAN	33744100000 10/2	10/5/2022	BILLING PRD- 07/05/22 - 10/04/22	736.08	
		Voucher: 98763	63744100007 10/2	10/5/2022	BILLING PRD- 08/02/22 -10/04/22	624.13	
			7374410000610/2	10/5/2022	BILLING PRD- 09/05/22 -10/04/22	471.01	
			53744100008 10/2	10/5/2022	BILLING PRD- 08/03/22 - 10/04/22	224.76	
			29007447310 10/2	10/6/2022	BILLING PRD- 09/02/22 -10/05/22	69.70	
			32809400008 10/2	10/5/2022	BILLING PRD- 09/02/22 -10/04/22	44.59	2,170.27
98764	10/26/2022	0012286 NATIONWIDE ENVIRONMENTAL	32588	8/15/2022	AUG 2022 ANNUAL ST SWEEPING	56,580.00	
		Voucher: 98764	32659	9/15/2022	SEP 2022 ANNUAL ST SWEEPING	56,580.00	
			32524	7/15/2022	JULY 2022 ANNUAL ST SWEEPING	52,480.00	165,640.00
98765	10/26/2022	0013631 SO CAL LIGHTING PROS	63	8/16/2022	1ST INSTALLATION,REMOVAL AN	4,991.50	4,991.50
		Voucher: 98765					
98766	10/26/2022	00004865 SO CALIF EDISON	10/14/2022	10/14/2022	BILLING PRD OCT 2022 & OBF IN	195,152.39	195,152.39
		Voucher: 98766					
Sub total for BANK OF THE WEST:							378,542.41
6 checks in this report.							
Grand Total All Checks:							378,542.41

Gray highlight indicate prepaid check

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WARRANT REGISTER FOR COUNCIL MEETING 11/8/2022

PART IV

apChkLst
10/27/2022 9:32:33AM

Final Check List
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98767	11/8/2022	00003502	ABC BATTERY INC.	15923	8/2/2022	BATTERIES	510.09
	Voucher:		09651	10/11/2022	BATTERY FOR UNIT #647,342, A	286.41	796.50
98768	11/8/2022	00001467	ADMINISTRATIVE SERV. CO-OP	220936	9/30/2022	SEP 2022: PHONE-A-RIDE SERVI	46,051.12
	Voucher:						46,051.12
98769	11/8/2022	00003971	ADMINSURE INC.	15523	10/17/2022	NOV 2022 WORK COMP CLAIM A	9,597.00
	Voucher:						9,597.00
98770	11/8/2022	00004372	AIRGAS USA, LLC	9130007250	10/14/2022	DISTRIBUTION OF SPECIALTY	265.00
	Voucher:		9130487910	9/27/2022	CARBON DIOXIDE FOR POOL	248.35	
			9129823334	9/21/2022	CARBON DIOXIDE FOR POOL	267.31	780.66
98771	11/8/2022	0011325	ALAN'S LAWN & GARDEN CENTE	1117667	9/29/2022	REPAIR OF CHAINSAWS	411.72
	Voucher:						411.72
98772	11/8/2022	0013342	AMERICAN TRAFFIC BARRICADE	644	9/16/2022	SAFETY EQUIPMENT FOR EMER	16,603.15
	Voucher:						16,603.15
98773	11/8/2022	00003885	AMERON INTERNATIONAL	50082277	8/31/2022	REPLACEMENT TRAFFIC SIGNAL	6,202.67
	Voucher:						6,202.67
98774	11/8/2022	0007290	APW KNOX-SEEMAN	18077931	10/14/2022	PARTS FOR UNIT #S100	66.92
	Voucher:		18056176	10/6/2022	PARTS FOR SHOP STOCK	219.15	
			18100750	10/20/2022	PARTS FOR UNIT#156	67.52	
			18034226	9/30/2022	PARTS FOR UNIT #141 & #154	13.36	
			18034225	9/29/2022	PARTS FOR UNIT #145	37.04	
			18055795	10/6/2022	PART FOR UNIT #408	33.96	
			18045227	10/3/2022	PARTS FOR UNIT #S300 & S200	70.49	508.44

Bank : botw BANK OF THE WEST				(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
98775	11/8/2022	00005075 AT&T	18641326	8/13/2022	BP -07/13/22-08/12/22-BAN: 93910	1,336.91		
	Voucher:		18776931	9/13/2022	BP -08/13/22-09/12/22-BAN: 93910	1,428.32		
			18641329	8/13/2022	07/13/22-8/12/22-BAN: 939103476	121.00		
			18571096	8/1/2022	07/01/22-07/31/22 BAN: 93910812	1,726.40		
			18724442	9/1/2022	08/01/22-08/31/22 BAN: 93910812	1,726.40		
			18723107	9/1/2022	08/01/22-08/31/22 BAN: 93910689	1,756.39		
			18719328	9/1/2022	BP-08/01/22-08/31/2022 BAN: 939	46.38		
			18641327	8/13/2022	07/13/22-8/12/22 BAN: 939103476	2,932.94		
			000018641324	8/13/2022	07/13/22-8/12/22- BAN: 939103476	704.72		
			18641331	8/13/2022	07/13/22-8/12/22-BAN: 939103476	24.87		
			18641325	8/13/2022	07/13/22-08/12/22- BAN: 93910347	1,181.41		
			18641328	8/13/2022	07/13/22-08/12/2022 BAN: 939103	18.87		
			18565982	8/1/2022	BP-07/01/22-07/31/2022 BAN: 939	41.50		
			18569761	8/1/2022	07/01/22-07/31/22 BAN: 93910689	50.19		
			18776933	9/13/2022	08/13/22-09/12/2022 BAN: 939103	18.87		
			18776932	9/13/2022	08/13/22-9/12/22 BAN: 939103476	2,929.83		
			18776929	9/13/2022	08/13/22-9/12/22- BAN: 939103476	703.43		
			18776930	9/13/2022	08/13/22-09/12/22- BAN: 93910347	1,181.41		
			18776934	9/13/2022	08/13/22-9/12/22-BAN: 939103476	121.01		
			18776936	9/13/2022	08/13/22-9/12/22-BAN: 939103476	24.87	18,075.72	
98776	11/8/2022	0009040 ATLAS BACKFLOW	40236	10/13/2022	BACKFLOW INSTALL AND ASSE	1,022.14	1,022.14	
	Voucher:							
98777	11/8/2022	0010585 AUTOZONE STORES, INC.	5488909774	10/12/2022	AUTO PARTS	129.64		
	Voucher:		5488831234	7/28/2022	AUTO PARTS	181.01		
			5488908650	10/11/2022	AUTO PARTS	143.32		
			5488909820	10/12/2022	AUTO PARTS	89.91		
			5488896557	9/29/2022	AUTO PARTS	13.23		
			5488921684	10/24/2022	PART FOR UNIT#S100	3.34		
			5488921674	10/24/2022	PARTS FOR UNIT #284	28.27	588.72	
98778	11/8/2022	0011929 BENNETT-BOWEN & LIGHTHOUSE	3020658	9/30/2022	INVENTORY PO/SAFETY GLASSI	1,001.84		
	Voucher:		3020787	10/7/2022	INVENTORY PO/SAFETY GLASSI	199.71	1,201.55	
98779	11/8/2022	0012870 BIBRIESCA DE ARELLANO, MARI	IMBFALL1022-02	10/11/2022	8/29/22-10/10/22 STEP AEROBIC	585.00		
	Voucher:		MBFALL1022-01	10/11/2022	8/29/22-10/10/22 STEP AEROBIC	585.00	1,170.00	
98780	11/8/2022	0009876 BIGGS CARDOSA	84429	7/5/2022	JUNE 2022 DESIGN OF THE SOU	23,265.91	23,265.91	
	Voucher:							

Bank : botw BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
98781	11/8/2022	00001489	BRAKE-CO	84245	10/3/2022	PARTS FOR UNIT #209	34.73	34.73
		Voucher:						
98782	11/8/2022	00000759	CALIFORNIA FRAME & AXLE	70496	10/12/2022	UNIT #154 FRONT WHEEL ALIGN	120.00	120.00
		Voucher:						
98783	11/8/2022	0005546	CANON USA	147940760	7/27/2022	PLOTTER PRINTER PAPER AND	2,921.65	2,921.65
		Voucher:						
98784	11/8/2022	00000898	CENTRAL BASIN MUNI WATER DISG-SEP22		10/13/2022	SEP 2022: CB METER SERVICE C	45,397.82	45,397.82
		Voucher:						
98785	11/8/2022	0006239	CENTRAL FORD	12920	8/18/2022	PARTS FOR UNIT#444	402.51	
		Voucher:		16226	10/24/2022	PARTS FOR UNIT #156	308.68	
				15015	9/29/2022	PARTS FOR UNIT #145	97.24	
				15214	10/4/2022	PARTS FOR UNIT #317	167.10	
				15243	10/4/2022	PARTS FOR UNIT#317	178.25	
				15543	10/10/2022	PARTS FOR UNIT #197	439.24	
				15639	10/11/2022	PARTS FOR UNIT #154	448.73	
				15544 (15543)	10/11/2022	PARTS FOR UNIT #197	53.36	2,095.11
98786	11/8/2022	00005090	CITY OF PARAMOUNT	9/28/22 WATER BI	9/28/2022	7/24/22-9/19/22: 13652 GARFIELD	65.15	65.15
		Voucher:						
98787	11/8/2022	0011708	CLIENTFIRST TECHNOLOGY	14207	9/30/2022	THRU 9/30/22: IT PROJECT MAN/	10,587.50	10,587.50
		Voucher:						
98788	11/8/2022	0011922	CONCENTRA MEDICAL CENTER	5768880436	10/5/2022	9/28/22-9/30/22: PROVIDE MEDIC	217.00	217.00
		Voucher:						
98789	11/8/2022	0006251	CROWN TROPHY	16271	10/7/2022	ADULT SPORTS SUPPLIES	339.41	339.41
		Voucher:						
98790	11/8/2022	00003724	DAVIS BLUE PRINT COMPANY INC	DBP21582	7/26/2022	LB BLV 100% PLANS - LARGE FC	378.14	378.14
		Voucher:						
98791	11/8/2022	00001565	DEPT OF JUSTICE-(DOJ) CENTR/	610331	10/5/2022	SEP 2022: FINGERPRINT APPS -	192.00	192.00
		Voucher:						

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98792	11/8/2022	0013537	DISCOUNT TREE CARE ARBORIS238	8/31/2022	8/30/22: EMERGENCY TREE SER	525.00	
	Voucher:		242	9/13/2022	9/9/22: EMERGENCY TREE SERV	1,750.00	
			243	9/13/2022	9/9/22: EMERGENCY TREE SERV	390.00	
			244	9/13/2022	9/9/22: EMERGENCY TREE SERV	1,560.00	
			246	9/13/2022	9/10/22: EMERGENCY TREE SER	1,830.00	
			247	9/13/2022	9/10/22: EMERGENCY TREE SER	780.00	
			248	9/13/2022	9/11/22: EMERGENCY TREE SER	585.00	
			249	9/13/2022	9/10/22: EMERGENCY TREE SER	780.00	
			250	9/13/2022	9/01/22: EMERGENCY TREE SER	350.00	
			220	8/24/2022	8/16/22: EMERGENCY TREE SER	1,050.00	
			221	8/24/2022	8/15/22: EMERGENCY TREE SER	525.00	
			222	8/24/2022	8/15/22: EMERGENCY TREE SER	525.00	
			223	8/24/2022	8/15/22: EMERGENCY TREE SER	525.00	
			228	8/24/2022	8/11/22: EMERGENCY TREE SER	700.00	
			230	8/24/2022	8/10/22: EMERGENCY TREE SER	1,400.00	
			231	8/24/2022	8/24/22: EMERGENCY TREE SER	700.00	
			232	8/24/2022	8/24/22: EMERGENCY TREE SER	1,750.00	
			237	8/31/2022	8/28/22: EMERGENCY TREE SER	780.00	
			239	9/7/2022	9/2/22: EMERGENCY TREE SERV	585.00	
			240	9/7/2022	9/4/22: EMERGENCY TREE SERV	780.00	
			241	9/7/2022	9/7/22: EMERGENCY TREE SERV	780.00	
			245	9/13/2022	9/12/22: EMERGENCY TREE SER	1,750.00	
			224	8/24/2022	8/15/24: EMERGENCY TREE SER	525.00	
			225	8/24/2022	8/15/22: EMERGENCY TREE SER	700.00	
			226	8/24/2022	8/15/22: EMERGENCY TREE SER	1,400.00	
			227	8/24/2022	8/11/22: EMERGENCY TREE SER	700.00	
			233	8/24/2022	8/24/22: EMERGENCY TREE SER	1,050.00	
			234	8/30/2022	8/25/22: EMERGENCY TREE SER	1,130.00	
			235	8/30/2022	8/25/22: EMERGENCY TREE SER	525.00	
			236	8/30/2022	8/28/22: EMERGENCY TREE SER	975.00	
			251	9/13/2022	9/12/22: EMERGENCY TREE SER	390.00	
			252	9/13/2022	9/12/22: EMERGENCY TREE SER	1,750.00	
			253	9/15/2022	9/15/22: EMERGENCY TREE SER	350.00	
			218	8/24/2022	8/18/22: EMERGENCY TREE SER	700.00	30,595.00

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98793	11/8/2022	00003777	DON MILLER & SONS PLUMBING 366332	8/4/2022	REPL FAUCETS FOR SR CENTER	771.73	771.73
		Voucher:					
98794	11/8/2022	00001782	EBERHARD EQUIPMENT 406	10/4/2022	KABOTA EQUIPMENT REPAIR AND	157.37	157.37
		Voucher:					
98795	11/8/2022	0012300	EMP: ROBLES, FRANCISCO 269454	8/5/2022	REIMBURSEMENT BOOT PURCH-	242.54	242.54
		Voucher:					
98796	11/8/2022	0010017	ENTERPRISE FM TRUST FBN4583049	7/26/2022	OCT 2022: PD LEASED VEHICLE-	1,007.22	2,315.47
		Voucher:	FBN4583161	10/5/2022	OCT 2022: PD- LEASED VEHICLE	1,308.25	
98797	11/8/2022	00000619	FALCON FUELS, INC. 51755	10/11/2022	REGULAR UNLEADED FUEL & S/	12,448.16	68,665.98
		Voucher:	51727	10/10/2022	REGULAR UNLEADED FUEL & S/	37,689.37	
			49955	8/18/2022	REGULAR UNLEADED FUEL & S/	9,354.46	
			51774	10/11/2022	REGULAR UNLEADED FUEL & S/	9,173.99	
98798	11/8/2022	00002026	FEDERAL EXPRESS CORPORATI 7-914-32722	10/14/2022	FEDEX EXPRESS SAVER	24.29	31.29
		Voucher:	7-907-39182	10/7/2022	FEDEX 2 DAY	7.00	
98799	11/8/2022	0010625	FLEETCREW 6564	9/28/2022	SERVICE UNIT #208	400.00	400.00
		Voucher:					
98800	11/8/2022	00003770	FLEMING ENVIRONMENTAL INC. 19063	9/26/2022	9/20/22: DESIGNATED OPERATOI	540.00	540.00
		Voucher:					
98801	11/8/2022	0013478	FOCUS IMAGINATION LLC SGPD-2022-4	10/13/2022	RECRUITMENT VIDEO-RECRUIT	600.00	1,350.00
		Voucher:	SGPD-2022-5	10/13/2022	RECRUITMENT VIDEO-DETECTI	750.00	
98802	11/8/2022	0010237	FRONTIER COMMUNICATIONS 562-197-1130-100	10/5/2022	10/5/22 11/4/22 - ACCT# 562-197-	564.07	564.07
		Voucher:					
98803	11/8/2022	0011781	GAMINO, ALBERT 108	10/17/2022	2022: SANTA FOR 2 EVENTS: TRI	800.00	800.00
		Voucher:					
98804	11/8/2022	0010016	GLOBAL PARATRANSIT INC. 112223-02	9/10/2022	AUG 2022:PROVIDE TRANSIT SE	60,256.75	60,256.75
		Voucher:					
98805	11/8/2022	0010639	GONZALEZ GOODALE ARCHITEC0023332	9/30/2022	SEP 2022 SOUTH GATE COURTH-	22,377.50	22,377.50
		Voucher:					
98806	11/8/2022	0010393	GOVINVEST INC. 2022-4055	10/12/2022	FY 22 GASB 68 CONSULTATION :	3,250.00	3,250.00
		Voucher:					
98807	11/8/2022	00002890	GRAINGER 9460448898	9/28/2022	PAINT FOR STREET DEP	412.58	412.58
		Voucher:					
98808	11/8/2022	0013098	GREEN'S DRY CLEANING & LAUN539193	8/31/2022	AUG 2022 JAIL CLEANING OF BL	1,164.95	1,164.95
		Voucher:					

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98809	11/8/2022	0013348	HARPER & ASSOCIATES, ENGINEENG-7909	9/8/2022	THRU 8/31/22: ENGINEERING SE	760.00	760.00
		Voucher:					
98810	11/8/2022	00000989	HARRIS & ASSOCIATES	51970	3/23/2022 1/30/22-2/26/22: 2GARFIELD AVE	1,693.51	1,693.51
		Voucher:					
98811	11/8/2022	0011526	HASA, INC.	844250	8/25/2022 MULTI-CHLOR	1,073.87	
		Voucher:		844253	8/25/2022 MULTI-CHLOR	569.67	
				8446261	8/25/2022 MULTI-CHLOR	547.76	
				852836	9/29/2022 MULTI-CHLOR	1,286.14	
				852837	9/29/2022 MULTI-CHLOR	793.16	
				844243	8/25/2022 MULTI-CHLOR	668.27	
				844259	8/25/2022 MULTI-CHLOR	295.79	
				852835	9/29/2022 MULTI-CHLOR	657.32	
				852838	9/29/2022 MULTI-CHLOR	1,095.53	6,987.51
98812	11/8/2022	0012871	HF&H CONSULTANTS, LLC	9719557	9/27/2022 AUG 2022: PROFESSIONAL SER	18,955.25	18,955.25
		Voucher:					
98813	11/8/2022	0011705	HI TECH GYM EQUIPMENT	3289	9/10/2022 SPC EQUIPMENT MAINTENANCE	515.00	515.00
		Voucher:					

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98814	11/8/2022	00000268	HOME DEPOT CREDIT SERVICES	5372980	10/19/2022	GROUNDS MAINT. SUPPLIES	238.73
			Voucher:	3081989	10/9/2040	CANOPY WEIGHTS	346.96
				9341486	9/15/2022	CHAINSAW FOR TREE CREW	240.90
				9352329	10/5/2022	MIX FOR WO 824230	59.33
				9372870	10/5/2022	CONCRETE	29.67
				8372882	10/6/2022	BACKFILL FOR TREE REMOVAL	40.76
				4372912	10/10/2022	TOOLS FOR REPAIR AT DUMP	19.66
				4341664	10/10/2022	GROUNDS SUPPLIES	54.90
				1361746	10/13/2022	GROUNDS MAINT. SUPPLIES	10.69
				0341699	10/14/2022	GROUNDS DIVISION SUPPLIES	290.92
				8361718	10/6/2022	(6) MAGNUM MAXIMUM SECURI	305.45
				6352388	10/8/2022	SAW BLADES FOR FIRESTONE E	89.86
				2372935	10/12/2022	EQUIPMENT PARTS ACCT. 100-4	85.61
				1352313	10/3/2022	MATERIAL TO REPAIR AND PAINT	46.71
				2372786	9/22/2022	CHAIN FOR TREE CREW	30.73
				0372868	10/4/2022	CEMENT	137.17
				1361696	10/3/2022	PAINT SUPPLIES FOR GRAFFITI	244.12
				0372867	10/4/2022	MATERIAL TO REPAIR DET BLDG	73.98
				9372876	10/5/2022	PAINT SUPPLIES FOR GRAFFITI	263.15
				9372878	10/5/2022	MATERIAL FOR REPAIRS OF RE	19.77
				9372877	10/5/2022	MATERIALS FOR FLOOR REPAIR	92.55
				1352308	10/3/2022	COLOR MATCH AND MATERIALS	379.97
				9352337	10/5/2022	MATERIAL TO REPAIR FLOORS A	103.29
98815	11/8/2022	00000647	HONEYWELL INTERNATIONAL IN	5258992895	2/1/2022	MAR 2022: AMEND #1 TO CONTR	8,861.10
			Voucher:	5259280023	3/1/2022	APR 2022: AMEND #1 TO CONTR	8,861.10
				5260128185	5/23/2222	REBUILDING OF THE POOL HEA	8,222.30
				5261478535	10/3/2022	AUG 2022: ANNUAL HVAC EQUIP	12,040.03
98816	11/8/2022	0006153	HUMAN SERVICES ASSOCIATION	SEP 2022	10/10/2022	SEP 2022: SENIOR NUTRITION P	1,312.50
			Voucher:	AUG 2022	9/10/2022	AUG 2022: SENIOR NUTRITION F	1,312.50
				JUL 2022	8/10/2022	JUL 2022: SENIOR NUTRITION PI	1,312.50
							3,937.50
98817	11/8/2022	00004578	INTERWEST CONSULTING GROU	80636	10/18/2022	AUG 2022 PROFESSIONAL SERV	308.70
			Voucher:	80980	8/24/2022	AUG 2022 PROFESSIONAL SERV	95.00
				82386	10/18/2022	SEP 2022 PROFESSIONAL SERV	4,725.00
				82385	10/18/2022	SEP 2022 PROFESSIONAL SERV	1,050.00
				81404	9/14/2022	AUG 2022: PROFESSIONAL SER	391.25

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98818	11/8/2022	0009928	INVESTIGATIVE POLYGRAPH, SE423	10/20/2022	PARTIAL BACKGROUND INVESTI	140.00	
	Voucher:		421	10/20/2022	PARTIAL BACKGROUND INVESTI	140.00	
			422	10/20/2022	PARTIAL BACKGROUND INVESTI	402.50	682.50
98819	11/8/2022	0008222	JCL TRAFFIC SERVICES	116451	9/29/2022	CHALK FOR PAINT CREW	58.15
	Voucher:						58.15
98820	11/8/2022	00000209	JHM SUPPLY , INC.	82196/3	10/20/2022	GROUNDS MAINT. EQUIPMENT F	1,456.77
	Voucher:		82214/3	10/20/2022	GROUNDS MAINT. SUPPLIES	1,496.60	
			82232/3	10/24/2022	GROUNDS MAINT. EQUIPMENT F	1,481.83	4,435.20
98821	11/8/2022	0005586	JOE A. GONSALVES & SONS	160251	10/18/2022	NOV 2022: LEGISLATIVE STATE L	2,500.00
	Voucher:						2,500.00
98822	11/8/2022	00000430	JOHN L. HUNTER AND ASSOCIAT	SG1UOR12208	10/5/2022	AUG 2022 MANAGEMENT OF THI	1,775.00
	Voucher:		SG1IW12208	10/5/2022	AUG 2022 MANAGEMENT SERVI	430.00	
			SG1IW12207	9/27/2022	JULY 2022 MANAGEMENT SERVI	1,577.50	
			SG1MS412208	10/5/2022	AUG 2022 PROFESSIONAL SERV	8,315.25	
			SG1BCR12207	9/27/2022	JULY 2022 MANAGEMENT SERVI	3,330.00	
			SG1MS412207	9/27/2022	JULY 2022 PROFESSIONAL SERV	7,500.25	
			SG1UOR12207	9/27/2022	JULY 22MANAGEMENT SERVICE	805.00	23,733.00
98823	11/8/2022	00003387	KNORR SYSTEMS, INC.	PWSVI-7948	9/30/2022	TROUBLESHOOT BPA HEATER P	367.50
	Voucher:		PWSVI-7949	10/9/2022	REPLACE SPA HEATER PC BOAF	1,138.04	1,505.54
98824	11/8/2022	0007294	KOA CORPORATION	JC11148-5REV	9/29/2022	AUG 2022 PROFESSIONAL ENGI	6,688.78
	Voucher:		JC11148-4	8/8/2022	JUNE 27 2022-JULY 31 22PROFE	40,264.53	
			JC26062-3	9/30/2022	AUG 29,22-SEP 30 22 INSPECTIC	19,440.00	
			JC-26067-3	9/30/2022	AUG 29 22-SEP 30 22 INSPECTIC	6,480.00	
			JC11148-3	7/6/2022	5/30/22-6/26/22: PROFESSIONAL	25,473.43	98,346.74
98825	11/8/2022	0006905	LA COUNTY SHERIFF'S DEPART	M230679BL	10/11/2022	SEP 2022: FOOD FOR THE JAIL	1,132.50
	Voucher:						1,132.50
98826	11/8/2022	0012590	LA TRUCK & AUTO INC, NAPA AU	5156-242432	10/3/2022	SHOP TOOLS	200.13
	Voucher:						200.13
98827	11/8/2022	00004384	LIEN ON ME, INC.	10333421	10/5/2022	MEDICAL REVIEW FOR D. ACOS	245.80
	Voucher:						245.80
98828	11/8/2022	00000488	LINDE GAS & EQUIPMENT INC.	31390897	9/22/2022	WELDING CYLINDER RENTAL	115.41
	Voucher:						115.41
98829	11/8/2022	00003793	LONG BEACH BMW MOTORCYCL	44575	9/29/2022	REPAIRS - BRAKES AND ROUTE	1,518.57
	Voucher:						1,518.57

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98830	11/8/2022	00005125	LOS ANGELES COUNTY TAX COL	2022-6234-012-27	10/11/2022	6234-012-270-PROPERTY TAX 20	208.22
	Voucher:			2022-6234-013-27	10/11/2022	6234-013-271-PROPERTY TAX 20	446.84
98831	11/8/2022	00004060	MCMaster-CARR SUPPLY CO	82310139	8/1/2022	FITTINGS FOR WATER REPAIRS	24.94
	Voucher:						24.94
98832	11/8/2022	0011575	MERCHANTS BUILDING	696071	9/30/2022	SEP 2022: COVID CLEANING SEI	2,303.50
	Voucher:			696069	9/30/2022	SEP 2022: COVID CLEANING SEI	4,606.70
				696070	9/30/2022	SEP 2022: MBM- ANNUAL JANITC	26,126.10
98833	11/8/2022	00003815	MICHELSON LABORATORIES, INC	0645240	10/5/2022	SEP 2022: MONTHLY BILLING - H	992.52
	Voucher:						992.52
98834	11/8/2022	00001466	MISC - COMMUNITY DEVELOPME	246522-NUNEZ	10/13/2022	REFUND PERMIT #22-2428 PERM	1,860.00
	Voucher:						1,860.00
98835	11/8/2022	00000170	MISC - PKS & REC REFUND	272191-SANCHEZ	10/7/2022	REFUND DEPOSIT AFTER EVEN	319.00
	Voucher:						319.00
98836	11/8/2022	00000170	MISC - PKS & REC REFUND	274175-TRUJILLC	10/13/2022	REFUND-2022 SOFTBALL FOREI	70.00
	Voucher:						70.00
98837	11/8/2022	00000170	MISC - PKS & REC REFUND	300733-MARTINE	10/11/2022	REFUND ART CLASS	60.00
	Voucher:						60.00
98838	11/8/2022	00000170	MISC - PKS & REC REFUND	297838 - ZARATE	10/17/2022	REFUND: TRIP RESCHEDULED C	60.00
	Voucher:						60.00
98839	11/8/2022	00000170	MISC - PKS & REC REFUND	297670 - CHAVEZ	10/19/2022	REFUND: SENIOR TRIP CANCEL	40.00
	Voucher:						40.00
98840	11/8/2022	00000170	MISC - PKS & REC REFUND	297823 - MENDOZ	10/19/2022	REFUND: SENIOR TRIP CANCEL	40.00
	Voucher:						40.00
98841	11/8/2022	00000170	MISC - PKS & REC REFUND	300754 - VARGAS	10/19/2022	REFUND: SENIOR TRIP CANCEL	40.00
	Voucher:						40.00
98842	11/8/2022	00000170	MISC - PKS & REC REFUND	297899 - MEJIA	10/17/2022	REFUND: RESCHEDULED TRIP C	20.00
	Voucher:						20.00
98843	11/8/2022	00004335	MOTOROLA SOLUTIONS, INC	8230382029	9/11/2022	OCT 2022- 2023 RENEWAL CRIM	3,000.00
	Voucher:						3,000.00
98844	11/8/2022	0012932	MUNICIPAL RESOURCE GROUP, I	03-22-632	10/21/2022	THRU 9/30/22: TOTAL COMPENS,	1,800.00
	Voucher:						1,800.00
98845	11/8/2022	00004620	MUTUAL PROPANE	622715	9/22/2022	PROPANE DELIVERY 9/22/22	1,015.17
	Voucher:						1,015.17

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98846	11/8/2022	0009426	MV CHENG & ASSOCIATES, INC.	09/30/2022C	10/10/2022	SEPT 2022 S.TANG MV CHENG A	2,170.00
	Voucher:			09/30/2022F	10/10/2022	SEP 2022 HR MV CHENG AS NEE	1,035.00
				9/30/2022B	9/30/2022	SEP 2022 (J) MV CHENG AS NEE	12,800.00
				9/30/2022C	10/3/2022	SEP 2022 N. RUIZ MV CHENG AS	4,320.00
							20,325.00
98847	11/8/2022	0011779	NACHO AUTOMOTIVE REPAIR, INC.	IN33529	10/3/2022	VEHICLE SMOG INSPECTION & F	35.00
	Voucher:			33530	10/3/2022	VEHICLE SMOG INSPECTION & F	35.00
							70.00
98848	11/8/2022	0012071	NADA BUS, INC.	50940	10/20/2022	10/16/22: BOWER MUSEUM-SAN	1,025.00
	Voucher:			50914	10/15/2022	10/6/22: HARRAH'S CASINO-VALL	1,570.00
							2,595.00
98849	11/8/2022	0009990	NATURE'S SELECT PET FOOD	119829	10/19/2022	FOOD FOR K-9 OTIS/MENDEZ (10	57.49
	Voucher:			119831	10/19/2022	FOOD FOR K-9 OTIS/MENDEZ (10	57.49
							114.98

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98851	11/8/2022	00001414 OFFICE DEPOT	262875803002	9/9/2022	OFFICE SUPPLIES	67.36	
	Voucher:		265400753001	9/30/2022	OFFICE SUPPLIES	79.35	
			265404308001	9/30/2022	OFFICE SUPPLIES	18.43	
			266276766001	9/15/2022	TONER	541.46	
			268716034001	9/20/2022	USB FLASH DRIVES	61.64	
			266701798001	9/8/2022	WIRELESS KEYBOARD	185.20	
			266705025001	9/8/2022	OFFICE SUPPLIES	101.41	
			267518608001	9/22/2022	USB HEADSET	121.35	
			267520202001	9/23/2022	USB FLASH DRIVES	38.76	
			267101075001	9/14/2022	OFFICE SUPPLIES & TONER	267.95	
			267572290001	9/26/2022	OFFICE SUPPLIES	137.45	
			263260155002	9/2/2022	OFFICE SUPPLIES	80.66	
			267583265001		CREDIT: RETURNED ITEM, INVOI	-11.34	
			265325641001	9/7/2022	OFFICE SUPPLIES	66.77	
			265325641002	9/8/2022	OFFICE SUPPLIES	52.88	
			265356333001	9/8/2022	WEBCAM	110.24	
			265356398001	9/7/2022	OFFICE SUPPLIES	14.38	
			268869043001	9/23/2022	OFFICE SUPPLIES	148.84	
			265705048001	9/30/2022	OFFICE SUPPLIES	176.62	
			265857938001	9/27/2022	OFFICE SUPPLIES	314.63	
			266359890001	9/30/2022	OFFICE SUPPLIES	63.39	
			266032062001	9/14/2022	OFFICE SUPPLIES	156.40	
			266032062002	9/28/2022	OFFICE SUPPLIES	49.37	
			267779114001		CREDIT: RETURNED ITEM, INVOI	-27.77	
			269181649001	9/28/2022	USB FLASH DRIVES	270.64	
			264832310001	9/7/2022	OFFICE SUPPLIES	307.83	
			266061436001	9/13/2022	OFFICE SUPPLIES & TONER	137.70	
			267614354001	9/26/2022	OFFICE SUPPLIES & TONER	119.68	
			267617278001	9/22/2022	DUAL MONITOR MOUNT	323.68	
			267159224001	9/15/2022	OFFICE SUPPLIES & TONER	254.66	
			267490625001	9/16/2022	TONER	125.67	
			269181175002	9/28/2022	OFFICE SUPPLIES	7.55	
			267572921001	9/22/2022	OFFICE SUPPLIES	22.48	
			265167246001	9/7/2022	OFFICE SUPPLIES & TONER	508.86	
			266050679001	9/12/2022	DUAL MONITOR STAND	89.29	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
			266051002001	9/13/2022	OFFICE SUPPLIES	11.47		
			262763129001	9/1/2022	OFFICE SUPPLIES	285.42		
			263356664002	9/1/2022	OFFICE SUPPLIES	41.50		
			264836704001		CREDIT: RETURNED ITEM, INVOI	-8.04		
			268021908001	9/30/2022	OFFICE SUPPLIES	67.38		
			269131594001	9/29/2022	OFFICE SUPPLIES & TONER	286.18		
			269181175001	9/27/2022	OFFICE SUPPLIES	69.28		
			267505294001	9/21/2022	OFFICE SUPPLIES	63.81		
			267635031001	9/26/2022	OFFICE SUPPLIES	95.20		
			267749074001	9/19/2022	OFFICE SUPPLIES	119.97		
			262841149001	9/14/2022	OFFICE SUPPLIES	555.65	6,571.29	
98852	11/8/2022	0007984	O'REILLY AUTO PARTS	3063-484602	10/25/2022	PARTS FOR UNIT #185	19.76	
	Voucher:			3063-482950	10/13/2022	SHOP TOOL	74.77	
				3063-482770	10/12/2022	PARTS FOR UNIT #151	70.48	
				3063-478973	9/15/2022	PARTS FOR UNIT #304	84.23	
				3063-483508	10/17/2022	PARTS FOR GENERATOR @PD	61.70	
				3063-483484	10/17/2022	PARTS FOR UNIT #167	201.10	
				3063-483517	10/17/2022	PARTS FOR UNIT#167	40.06	
				3063-484438	10/24/2022	PARTS FOR UNIT #S100	61.70	
				3063-484447	10/24/2022	PARTS FOR UNIT#208	31.24	
				3036-484601	10/25/2022	PARTS FOR UNIT#668	25.35	
				3063-482501	10/10/2022	PARTS FOR UNIT #185	154.33	
				3063-484416	10/24/2022	PARTS FOR UNIT #240	24.56	
				3063-484571	10/25/2022	PARTS FOR UNIT\$294 & 295	95.85	
				3063-484594	10/25/2022	PART FOR SHOP STOCK	11.01	
				3063-482586	10/11/2022	PARTS FOR UNIT #242	44.00	
				3063-481483	10/3/2022	PARTS FOR SHOP STOCK	17.63	
				3063-483746	10/19/2022	SHOP SUPPLIES	135.62	
				3063-483473	10/17/2022	PARTS FOR UNIT#167	161.80	
				3063-483509	10/17/2022	PARTS FOR UNIT #167	349.21	
				3063-482815	10/12/2022	PARTS FOR UNIT #242	13.70	
				3063-482911	10/13/2022	PARTS FOR UNIT #242	16.16	1,694.26
98853	11/8/2022	00002005	PACIFIC PLUMBING SPECIALTIES	38425-0	9/6/2022	PLUMBING REPAIR SUPPLUES	2,904.32	2,904.32
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
98854	11/8/2022	00004582	PARKHOUSE TIRE INC	1010892662	10/24/2022	TIRES FOR UNIT #208	903.14	903.14
		Voucher:						
98855	11/8/2022	0010664	PD: GOLD COAST K9	SGPD-20-2	10/5/2022	JULY, AUG, SEP 2022 MAINTENANCE	1,732.50	
		Voucher:		SGPD-20	10/5/2022	OCT 2022-2023 ANNUAL MAINTENANCE	6,930.00	8,662.50
98856	11/8/2022	0008815	PD: KENDALL, MARTHA	1-3559	10/19/2022	09/13/22-9/16/22 MILEAGE REIMBURSEMENT	136.25	136.25
		Voucher:						
98857	11/8/2022	00002824	PD: RODRIGUEZ, MANUELA	1-3559	10/19/2022	09/13/22-9/16/22 MILEAGE REIMBURSEMENT	136.25	136.25
		Voucher:						
98858	11/8/2022	00000269	PD: TEEPLES, JAMES	10-14-22 HYATT	10/19/2022	10/14/22-10/19/22 LODGING REIMBURSEMENT	927.85	927.85
		Voucher:						
98859	11/8/2022	00004717	PETTY CASH- GENERAL FUND -	09/19/22-10/13/22	9/19/2022	9/19/22-10/13/22 PETTY CASH REIMBURSEMENT	547.50	547.50
		Voucher:						
98860	11/8/2022	00004713	PETTY CASH- PARKS & REC. DEPT.	09/15/22-10/12/22	10/12/2022	9/15/22- 10/12/22 PETTY CASH REIMBURSEMENT	266.80	266.80
		Voucher:						
98861	11/8/2022	00004714	PETTY CASH- POLICE DEPT. -	09/06/22-10/08/22	10/18/2022	9/6/22-10/8/22 PETTY CASH POLICE DEPT.	313.77	313.77
		Voucher:						
98862	11/8/2022	00002335	PITNEY BOWES	3105732925	10/17/2022	7/30/21-10/29/2022: POSTAGE METER	1,341.92	1,341.92
		Voucher:						
98863	11/8/2022	0011257	PK: GUILMETTE, ROBERT	RGFALL1022	10/12/2022	08/29/22-10/12/22 YOGA	1,170.00	1,170.00
		Voucher:						
98864	11/8/2022	00003720	PK: RODRIGUEZ, BEATRIZ J	300719	10/12/2022	9/12/22-10/3/22 OVER EASY	67.32	67.32
		Voucher:						
98865	11/8/2022	0010624	PK: SANCHEZ, MARIBEL	MSFALL1022	10/11/2022	09/03/22-10/8/22 ZUMBA	225.00	225.00
		Voucher:						
98866	11/8/2022	00003721	PLUMBERS DEPOT INC.	PD-52005	9/27/2022	EQUIPMENT FOR SEWER TRUCK	2,196.12	2,196.12
		Voucher:						
98867	11/8/2022	0011466	PRINCIPAL LIFE INSURANCE CO.	SEP 2022	8/28/2022	SEP 2022: ADJ FOR ACTIVE SWC	4,064.75	4,064.75
		Voucher:						
98868	11/8/2022	0005368	PRINTCO DIRECT	84588	5/13/2022	BUSINESS CARDS(500) D. SANCHEZ	44.10	44.10
		Voucher:						
98869	11/8/2022	0012655	QLESS, INC	11809	7/6/2022	7/1/2022-6/30/24: 2 YEAR RENEWAL	20,520.00	20,520.00
		Voucher:						
98870	11/8/2022	0012962	REGIONAL TAP SERVICE CENTER	16017578	9/30/2022	SEP 2022: TAP BUS PASSES	1,791.00	
		Voucher:		6017417	8/31/2022	AUG 2022 TAP BUS PASSES	1,490.00	3,281.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98871	11/8/2022	0011545 RELX, INC.	1431080-2022093	9/30/2022	SEP 2022: MONTHLY SUBSCRIP	732.45	732.45
	Voucher:						
98872	11/8/2022	0011221 REVIATION INDUSTRIES	SGTENT-101922	10/19/2022	10 X10 CANOPIES WITH CITY LO	1,996.07	1,996.07
	Voucher:						
98873	11/8/2022	0012665 RS SCREEN PRINTING & EMBRO	SGATESTAFF-EM	10/12/2022	STAFF UNIFORMS/ADULT SPOR	2,856.31	2,856.31
	Voucher:						
98874	11/8/2022	0009447 RWC GROUP	XA301093831:01	10/24/2022	PARTS FOR UNIT #240	25.64	25.64
	Voucher:						
98875	11/8/2022	00004821 S & J SUPPLY COMPANY, INC.	S100201084.001	10/12/2022	WATER MATERIAL FOR REPAIR	1,933.64	
	Voucher:		S100198058.001	10/6/2022	MATERIAL FOR NEW FIRE SERV	3,223.99	5,157.63
98876	11/8/2022	0010999 SAFNA CORPORATION	10310	9/6/2022	AUG 2022: DESIGN SERVICES F	2,030.00	2,030.00
	Voucher:						
98877	11/8/2022	00000322 SAM'S CLUB	009626	10/18/2022	HALLOWEEN EVENT SUPPLIES	2,560.98	
	Voucher:		000146	10/20/2022	HALLOWEEN EVENT SUPPLIES	2,995.06	
			0249	10/12/2022	HALLOWEEN SPECIAL EVENTS	167.16	5,723.20
98878	11/8/2022	0010992 SANTA MONICA UCLA MEDICAL	C10142022	10/14/2022	OCT 2021: START EXAM (1)	911.00	911.00
	Voucher:						
98879	11/8/2022	0010623 SECTRAN SECURITY INC.	22100510	10/10/2022	OCT 2022 SECTRAN - ARMORED	325.56	325.56
	Voucher:						
98880	11/8/2022	00004834 SECURITY SIGNAL DEVICES	SYSR-00375254	7/1/2022	FY 2022/23: CIVIC CENTER LOCA	6,442.74	
	Voucher:		R-00355088	4/1/2022	PO#6539 SG AUD, AZALEZ, GIRL	7,992.03	
			R-00353464	4/1/2022	PO#6538 4/1/22-6/30/22 CITY HAL	6,442.74	
			R-00380342	7/1/2022	JULY 22-SEP 22 PARK & REC FY	11,577.75	
			R-00373392	7/1/2022	FY 2022/23: PUBLIC WORKS LOC	5,945.19	
			W-100000148	12/30/2021	INSTALLING CAP CAM- PARK YAI	1,900.00	
			R-00386447	8/1/2022	07/11/22-09/30/22PARK & REC FY	99.74	
			R-00386397	8/1/2022	07/11/22-9/30/22 PARK & REC FY	663.88	
			R-00384173	8/1/2022	FY 2022/23: PUBLIC WORKS LOC	8.49	
			R-00372839	7/1/2022	FY 2022/23: WATER FACILITIES S	6,892.53	
			S-01083793	9/7/2022	SERVICE CALL FOR SECURITY S	717.00	48,682.09
98881	11/8/2022	0007073 SERGIO'S AUTO UPHOLSTERY	2765	10/11/2022	TRUCK COVER FOR UNIT #229	590.94	590.94
	Voucher:						
98882	11/8/2022	00004857 SMITH FASTENER COMPANY	0039498	6/2/2022	HARDWARE FOR SHOP STOCK	53.36	
	Voucher:		0041801	10/7/2022	SPECIALITY HARDWARE	32.53	85.89

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98883	11/8/2022	00005096	SOUTH COAST A.Q.M.D.	4061581	9/16/2022	FACILITY ID# 57555: ICE OR NAT	1,678.99
	Voucher:		4063231	10/18/2022	FACILITY 57555 - FLAT FEE FOR	151.85	1,830.84
98884	11/8/2022	0013590	SOUTHWEST SOLUTIONS GROU	13452	9/28/2022	BLUE PRINT DRAWING STORAG	4,597.57
	Voucher:						4,597.57
98885	11/8/2022	0009420	SPARKLETTS	15758432 101422	10/14/2022	WATER SERVICES	519.31
	Voucher:						519.31
98886	11/8/2022	0012980	SPECTRUM	0008335100122	10/12/2022	OCT 2022: SCADA INTERNET SE	161.26
	Voucher:		108308401100122	10/1/2022	OCT 2022 FIBER OPTICS FOR R/	948.68	
			0507757091522	9/15/2022	9/15/22-10/14/22: SPECTRUM EN	25.59	
			0879974092922	9/29/2022	9/29/2022-10/28/2022 PD INTERN	127.97	
			0044267092722	9/27/2022	SEP 2022 CABLE FOR PD AND V	296.45	1,559.95
98887	11/8/2022	00004897	ST FRANCIS MEDICAL CENTER	1033421	10/5/2022	MEDICAL TREATMENT OF ARRE	666.51
	Voucher:						666.51
98888	11/8/2022	0008773	STOTZ EQUIPMENT	P60741	10/14/2022	REPLACEMENT BATTERIES FOR	1,240.47
	Voucher:						1,240.47
98889	11/8/2022	0011468	SUPERIOR VISION SERVICES, IN	658241	9/20/2022	SEP 2022: ADJ FOR ACTIVE SWC	79.33
	Voucher:						79.33
98890	11/8/2022	00002665	TEREX SERVICES	7257282	9/26/2022	ANNUAL INSPECTIONS AND NEE	11,802.09
	Voucher:						11,802.09
98891	11/8/2022	0009039	TETRA TECH	51934602	8/10/2022	PROFESSIONAL ENGINEERING :	3,300.00
	Voucher:		51960094	9/29/2022	PROFESSIONAL ENGINEERING :	13,200.00	16,500.00
98892	11/8/2022	0012474	THE HOME DEPOT DEPOT PRO	711555037	10/11/2022	INVENTORY PO/ SPRAY BOTTLE	746.13
	Voucher:						746.13
98893	11/8/2022	0011640	TIREHUB, LLC	30176266	10/10/2022	PARTS FOR UNITS #361 &1367	1,099.27
	Voucher:						1,099.27
98894	11/8/2022	0009355	T-MOBILE USA, INC.	9511997935	10/14/2022	10/4/22-10/6/22: INVESTIGATIVE :	100.00
	Voucher:						100.00
98895	11/8/2022	00004975	US ARMOR	39243	10/12/2022	VEST- ENFORCER CONCEALABL	927.10
	Voucher:						927.10

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
98896	11/8/2022	00002634	VULCAN MATERIALS COMPANY	73413559	9/21/2022	ASPHALT AND ENVIRONMENTAL	300.23	
	Voucher:		384608	9/30/2022	FINANCE CHARGES	83.95		
			73432246	10/5/2022	ASPHALT AND ENVIRONMENTAL	308.05		
			73445372	10/17/2022	ASPHALT AND ENVIRONMENTAL	206.41		
			73437073	10/10/2022	ASPHALT AND ENVIRONMENTAL	202.50		
			73416693	9/23/2022	ASPHALT AND ENVIRONMENTAL	404.80		
			73416694	9/23/2022	ASPHALT AND ENVIRONMENTAL	404.80		
			73419731	9/26/2022	ASPHALT AND ENVIRONMENTAL	207.38		
			73422135	9/28/2022	ASPHALT AND ENVIRONMENTAL	1,139.75		
			73425402	9/30/2022	ASPHALT AND ENVIRONMENTAL	398.93		
			73425403	9/30/2022	ASPHALT AND ENVIRONMENTAL	399.92		
			73429289	9/30/2022	ASPHALT AND ENVIRONMENTAL	396.01		
			73434609	10/7/2022	ASPHALT AND ENVIRONMENTAL	398.93		
			73439428	10/12/2022	ASPHALT AND ENVIRONMENTAL	998.99		
			73442454	10/14/2022	ASPHALT AND ENVIRONMENTAL	207.38		
			73442455	10/14/2022	ASPHALT AND ENVIRONMENTAL	207.38		6,265.41
98897	11/8/2022	0011064	W.A. RASIC CONSTRUCTION, CO	343907	7/26/2022	ON CALL WATER AND SEWER M.	4,606.72	4,606.72
	Voucher:							
98898	11/8/2022	00000028	WATER REPLENISHMENT DISTRI	22-06-T22-007	10/12/2022	JAN 2022-JUNE 2022: TITLE 22 G	17,577.00	17,577.00
	Voucher:							
98899	11/8/2022	00002593	WAXIE'S SANITARY SUPPLY	81257950	10/17/2022	DOGGIE WASTE BAGS	1,205.91	1,205.91
	Voucher:							
98900	11/8/2022	0010476	WECK LABORATORIES INC	W2I1942	9/26/2022	WATER QUALITY SAMPLING	30.00	
	Voucher:		W2I2069	9/28/2022	WATER QUALITY SAMPLING	105.00		
			W2J0798	10/7/2022	WATER QUALITY SAMPLING	190.00		
			W2G0552	7/11/2022	WATER QUALITY SAMPLING	1,786.00		
			W2I2250	9/29/2022	WATER QUALITY SAMPLING	30.00		
			W2J0797	10/7/2022	WATER QUALITY SAMPLING	245.00		2,386.00
98901	11/8/2022	00004593	WESTERLY METER SERVICE CO	17152	9/23/2022	METER TESTS	90.00	90.00
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98903	11/8/2022	00000561	WESTERN EXTERMINATOR COM	25371953	7/13/2022	FY 22-23 ANNUAL PEST CONTRC	50.05
	Voucher:		25373495	7/13/2022	FY 22-23 ANNUAL PEST CONTRC	82.50	
			25370883	10/18/2022	FY 22-23 ANNUAL PEST CONTRC	295.50	
			26254417	8/10/2022	FY 22-23 ANNUAL PEST CONTRC	76.45	
			26252108	8/11/2022	FY 22-23 ANNUAL PEST CONTRC	234.25	
			26251844	8/11/2022	FY 22-23 ANNUAL PEST CONTRC	151.50	
			26259928	8/5/2022	FY 22-23 ANNUAL PEST CONTRC	165.40	
			265254030	8/10/2022	FY 22-23 ANNUAL PEST CONTRC	82.50	
			26251387	8/10/2022	FY 22-23 ANNUAL PEST CONTRC	275.00	
			25371626	7/14/2022	FY 22-23 ANNUAL PEST CONTRC	234.25	
			25371347	7/14/2022	FY 22-23 ANNUAL PEST CONTRC	42.00	
			25375808	7/13/2022	FY 22-23 ANNUAL PEST CONTRC	56.00	
			25370700	7/27/2022	FY 22-23 ANNUAL PEST CONTRC	228.70	
			25371346	7/14/2022	FY 22-23 ANNUAL PEST CONTRC	151.50	
			25371349	7/13/2022	FY 22-23 ANNUAL PEST CONTRC	121.00	
			25371348	7/13/2022	FY 22-23 ANNUAL PEST CONTRC	46.50	
			25370884	7/13/2022	FY 22-23 ANNUAL PEST CONTRC	275.00	
			25379415	7/1/2022	FY 22-23 ANNUAL PEST CONTRC	165.40	
			26254416	8/10/2022	FY 22-23 ANNUAL PEST CONTRC	227.15	
			26251845	8/11/2022	FY 22-23 ANNUAL PEST CONTRC	42.00	
			26251847	8/10/2022	FY 22-23 ANNUAL PEST CONTRC	121.00	
			265251846	8/10/2022	FY 22-23 ANNUAL PEST CONTRC	46.50	
			26979571	9/21/2022	FY 22-23 ANNUAL PEST CONTRC	228.70	
			26993854	9/30/2022	FY 22-23 ANNUAL PEST CONTRC	50.05	
			27013334	9/14/2022	FY 22-23 ANNUAL PEST CONTRC	76.45	
			26987538	9/14/2022	FY 22-23 ANNUAL PEST CONTRC	121.00	
			26987537	9/14/2022	FY 22-23 ANNUAL PEST CONTRC	46.50	
			27009311	9/21/2022	FY 22-23 ANNUAL PEST CONTRC	82.50	
			26981380	9/27/2022	FY 22-23 ANNUAL PEST CONTRC	275.00	
			26251386	8/10/2022	FY 22-23 ANNUAL PEST CONTRC	295.50	
			27013333	9/14/2022	FY 22-23 ANNUAL PEST CONTRC	227.15	
			26990193	9/8/2022	FY 22-23 ANNUAL PEST CONTRC	234.25	
			26987536	9/8/2022	FY 22-23 ANNUAL PEST CONTRC	42.00	
			26987535	9/8/2022	FY 22-23 ANNUAL PEST CONTRC	151.50	
			27029408	9/21/2022	FY 22-23 ANNUAL PEST CONTRC	56.00	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			26981379	9/14/2022	FY 22-23 ANNUAL PEST CONTRC	295.50	
			27085416	9/2/2022	FY 22-23 ANNUAL PEST CONTRC	165.40	5,517.65
98904	11/8/2022	00001280 WILL DAN	00623910	8/29/2022	JULY 29 2022 FOR 9830 ATLANTI	396.00	396.00
		Voucher:					
98905	11/8/2022	0006745 XTREME AUTOBODY	2758	10/6/2022	REPAIRS ON UNIT#185	1,998.98	
		Voucher:	2761	9/29/2022	REPAIRS ON UNIT #167	1,991.01	
			2759	10/6/2022	REPAIRS ON UNIT #197	1,995.37	
			2760	10/4/2022	REPAIRS ON UNIT#155	6,190.64	12,176.00
98906	11/8/2022	00000062 ZIEGLER'S HARDWARE& SUPPLY	11496	8/29/2022	TOOLS FOR CONCRETE CREW	40.74	
		Voucher:	0665	9/29/2022	LOCKS AND PAINT STRAINERS F	40.69	
			0691	10/5/2022	TARP FOR CONCRETE WORK	33.06	
			0734	10/13/2022	TORCH KIT FOR WATER REPAIR	27.55	
			0692-2022	10/5/2022	SUPPLIES FOR PW FRONT OFFI	41.80	
			0679-2022	10/3/2022	FAN FOR DIRECTOR ART'S OFF	55.11	
			0678	10/3/2022	MATERIAL FOR AC DISCHARGE I	19.04	
			0690-2022	10/5/2022	TUBING CUTTER FOR WATER	47.40	
			0718	10/10/2022	COUPLINGS FOR WATER	12.72	318.11

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5076505	10/20/2022	00004266	U.S. BANK CORPORATE PAYMEN				
		0005347	AMAZON.COM	114-1212742-2825	9/19/2022	JEM - 09/26/22-09/28/22 TWO RIF	41.88
		0013629	MARGARITAVILLE RESORT, PALM	39413119-1	9/13/2022	JEM - PHILLIPS FRX SMART PAD	462.12
		00004804	RIO HONDO COMMUNITY COLLE	73413840-2	8/26/2022	JEM - 07/18/22-07/29/22 SUPERV	228.00
		0010266	HEARTSMART.COM	359915	8/24/2022	JEM - PHILLIPS FRX SMART PAD	396.90
		00000268	HOME DEPOT CREDIT SERVICES	1542893	9/13/2022	JEM - CLEANING SUPPLIES FOR	66.84
		00000715	PD: CALIF PEACE OFFICERS ASS	326960	9/19/2022	JEM - ADVANCED 2022 -LEADER	495.00
		0009764	GOVERNMENT FINANCE OFFICE	729812	9/20/2022	KR- ANNUAL GOVERNMENT GA	135.00
		0005347	AMAZON.COM	114-5411145-1964	8/24/2022	JEM - SUPPLIES FOR TRAFFIC C	91.18
		0005347	AMAZON.COM	114-8543818-8003	8/24/2022	JEM - SUPPLIES FOR TRAFFIC C	34.04
		0005658	EL PESCADOR	8/25/2022	10/25/2022	JEM - POLICE RECORDS SPICAL	50.38
		0006530	CA BACKGROUND INVESTIG	058777	9/5/2022	JEM - 10/24/22-10/26/22 - CA BAC	325.00
		0006530	CA BACKGROUND INVESTIG	098893	9/5/2022	JEM - 10/24/22-10/26/22 - CA BAC	975.00
		00000715	PD: CALIF PEACE OFFICERS ASS	63903322717	8/30/2022	JEM - 2023 LEGISLATIVE UPDATI	450.00
		00004804	RIO HONDO COMMUNITY COLLEA	-62513	9/1/2022	JEM - ACADEMY REQUIRED UNII	682.24
		00000715	PD: CALIF PEACE OFFICERS ASS	323760	8/23/2022	JEM - 11/08/22 2023 LEGISLATIVE	150.00
		0013630	BLUE TO GOLD STORE	08/23/2022	8/23/2022	JEM - SEARCH AND SEIZURE TE	33.48
		0005347	AMAZON.COM	114-3027849-9637	8/25/2022	JEM - SUPPLIES FOR TRAFFIC C	28.54
		00004804	RIO HONDO COMMUNITY COLLE	08/10/2022	8/10/2022	JEM - 8/10/22 DRIVER TRAINING	100.00
		00004804	RIO HONDO COMMUNITY COLLE	F22-22-ZSGT	8/15/2022	JEM - 832 PC LAWS OF ARREST	118.55
		0012615	COSTCO	094439	9/6/2022	JEM - REFRESHMENTS PURCHA	81.63
		0010470	PANERA BREAD	790163966	9/7/2022	JEM - SERGEANT'S TRAINING D	72.85
		0005347	AMAZON.COM	114-5336334-0299	9/8/2022	JEM - TRAFFIC COLLISION INVE	49.62
		0005347	AMAZON.COM	114-8574235-9625	9/9/2022	JEM - TRAFFIC COLLISION INVE	54.11
		0009649	AT&T	AUG 2022	7/20/2022	SC-AUG 2022 INTERNET SERVIC	124.14
		0013629	MARGARITAVILLE RESORT, PALM	88628309-1	9/9/2022	JEM - CALIFORNIA CLETS USER	462.12
		0005347	AMAZON.COM	114-5972956-7804	9/20/2022	SC-CUSTOM SELF-INKING STAM	15.41
		00004804	RIO HONDO COMMUNITY COLLE	8/26/2022	8/26/2022	JEM - DRIVER TRAINING ON 4/22	325.00
		0005349	TOXIC MAIN/US EPA FEES	000272	8/30/2022	DT - ANNUAL FILING EVQ	30.00
		0011575	MERCHANTS BUILDING	684117	6/2/2022	DT - CARPET SHAMPOO AT CIVI	305.32
		0013610	NAFA FLEET MANAGEMENT, ASS	40266	9/7/2022	DT - VEHICLE FUEL MANAGEME	249.00
		0013611	IDGRAPHX PRINTING & SIGNS	5722	9/15/2022	DT - OUT OF SERVICE MAGNETI	165.38
		0011047	ALLIANZ GLOBAL ASSISTANCE	amr20695130063	8/22/2022	DA-TRAVEL IACP CONFERENCE	30.69
		0005292	TARGET	07224	8/31/2022	PD: PRESCHOOL SUPPLIES	42.12
		0005347	AMAZON.COM	113-2114267-9985	8/22/2022	REFUND-ELECTRIC HOLE PUNC	-185.51

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005347	AMAZON.COM	113-5223024-5637	8/31/2022	BATTERY FOR CA12CD DISPATC	135.75
		0005347	AMAZON.COM	113-9863780-1128	9/9/2022	MD-DELL KEYBOARD	114.50
		00000415	NATIONAL CONSTRUCTION REN	WEBPMT0000404	9/18/2022	ME- NATIONAL CONSTRUCTION	269.28
		0005801	MARSHALL'S	089882	9/7/2022	MA - FAMILY VIOLENCE PREVEN	170.64
		0010691	FOOD 4 LESS	015088	9/7/2022	MA - FAMILY VIOLENCE PREVEN	70.32
		0013215	BOLSA CHICA SB	000515	9/8/2022	MA - FAMILY VIOLENCE PREVEN	65.00
		0013616	SONORA BAKERY, INC	58724	9/7/2022	MA - FAMILY VIOLENCE PREVEN	82.27
		00000503	CSMFO	4319591	8/29/2022	KR- WEBINAR TRAINING FOR RE	200.00
		00005063	CMTA	300003134	9/12/2022	KR- CLASS REGISTRATION FOR	95.00
		0009764	GOVERNMENT FINANCE OFFICE	728944	9/12/2022	KR- CLASS REGISTRATION FOR	315.00
		00003730	LEAGUE OF CALIFORNIA CITIES	006335	8/23/2022	(AE) SEPT 7, 2022 LEAGUE OF C	250.00
		0012887	BROOKHOLLOW	B2580410	8/22/2022	(AE) BIRTHDAY CARDS FOR THE	535.59
		0013623	SAN DIEGO MISSION BAY RESOF	111563	9/1/2022	(AE) AUGUST 29 - SEPTEMBER :	808.05
		0012616	DOOR DASH	8/29/2022	8/29/2022	(AE) AUGUST 29, 2022 PORTO'S	180.37
		00004195	CCCA	3567	9/8/2022	(AE) SEPTEMBER 30 - OCTOBER	575.00
		00003560	LAKE ARROWHEAD RESORT	9/8/22-LAKE	9/9/2022	(AE) SEPTEMBER 30 - OCTOBER	964.22
		0012474	THE HOME DEPOT DEPOT PRO	W894116354	8/23/2022	DR - HAND TOOL - STEEL PATIO	255.15
		0005550	BIG LOTS	076812	8/31/2025	PD: PRESCHOOL SUPPLIES	26.13
		0005481	HILTON HOTELS	9/8/22-HILTON	10/19/2022	(AE) SEPTEMBER 7 -8, 2022 HOT	476.08
		0012980	SPECTRUM	0426263081422	8/14/2022	(AE) 08/14/22 - 09/13/22 FOR SPE	5.33
		0012980	SPECTRUM	0426602082522	8/25/2022	(AE) 08/25/22 - 09/24/22 SPECTRI	234.70
		0012980	SPECTRUM	0490491092722-ci	9/27/2022	(AE) (CREDIT) 08/27/22 - 09/26/22	-234.70
		0012980	SPECTRUM	120508901	9/14/2022	07/07/22-08/06/22 08/07/22-09/06/22	1,813.77
		0005480	AMERICAN AIRLINES	JHQSLO	9/30/2022	(AE)SEPTEMBER 27 - 30, 2022 FI	659.19
		0005652	NETWORK SOLUTIONS	49912080	8/23/2022	JPL - PRIVATE REGISTRATION IN	129.90
		0012596	ZOOM.US	INV164594217	9/1/2022	JPL - ZOOM - CLOUD STORAGE I	40.00
		0005295	WALMART	098143	9/11/2022	JPL - VELCRO TIES FOR ORGAN	17.37
		0010266	HEARTSMART.COM	INV3056145	8/25/2022	AED REPLACEMENT PADS	3,472.88
		0013621	UPLIFT DESK	SO886948	9/1/2022	ERGONOMIC EQUIPMENT FOR V	1,109.12
		0005481	HILTON HOTELS	1303927A	9/7/2022	(AE) SEPTEMBER 7 - 9, 2022 HO	1,075.74
		0012980	SPECTRUM	0426271081422	8/14/2022	(AE) 08/14/22 - 09/13/22 SPECTRL	15.98
		0012980	SPECTRUM	0426628073022	7/30/2022	(AE) 07/30/22 - 08/29/22 SPECTRI	128.11
		0008464	APPLE SPICE JUNCTION	197309928	9/14/2022	LUNCH FOR HEALTH BENEFIT F	991.16
		00002871	ICC-INTERNATIONAL CODE COU	I101351224	8/24/2022	WC-INTERNATIONAL CODE COU	95.00
		00000201	ATLANTIC LOCK & KEY	09/01/2022	9/1/2022	9611 HUNT AVE ATLANTIC LOCK	80.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		00000201 ATLANTIC LOCK & KEY	09/01/2022-2ND	9/1/2022	10508 ANNETTA ATLANTIC LOCK	157.00	
		0009469 ADOBE SYSTEMS, INC	2256744487	9/6/2022	WC-09/06/22 TO 09/06/2023 CEO	155.88	
		00003529 AT&T	562 602-5212 AUC	8/16/2022	WC- AUGUST 16-SEPTEMBER 15	464.37	
		0008155 DROPBOX.COM	6J388CX44R6N	9/17/2022	WC- 09-17-22 TO 09-17-23 CEO S	119.88	
		00000322 SAM'S CLUB	004645	9/1/2022	EP - WATER AND ICE FOR RESID	72.84	
		00000322 SAM'S CLUB	024989	9/3/2022	EP - FAMILY VIOLENCE PREVEN	129.00	
		0005381 H & H NURSERY	17658108	8/25/2022	DR - TURFACE QUICK DRY - BAS	773.50	
		0008734 METRO EXPRESSLANES	8217316569	9/8/2022	EP - TOLL CHARGE FOR K9 UNIT	5.60	
		0009420 SPARKLETTS	16963364 091522	9/15/2022	DS SERVICES STANDARD COFF	26.93	
		0005480 AMERICAN AIRLINES	hrrpna	8/22/2022	DA-TRAVEL IACP CONFERENCE	400.19	
		0005292 TARGET	james	9/20/2022	SUPPLIES	1,565.50	
		0008734 METRO EXPRESSLANES	8214743142	8/23/2022	DA-METRO EXPRESS LANES (CI	4.30	
		0008734 METRO EXPRESSLANES	8214743169	8/23/2022	DA-METRO EXPRESS LANES (CI	7.05	
		0007956 TEMECULA CREEK INN	24926736-1	8/30/2022	DA-TRAINING-LACPCA FALL COM	450.18	
		0012980 SPECTRUM	0490491072722-2	7/27/2022	(AE) SPECTRUM SUBSCRIPTION	234.70	
		00000322 SAM'S CLUB	024989-09/03/22	9/3/2022	EP - WATER FOR RESIDENTS DL	55.04	
		0012980 SPECTRUM	0495151090722	9/7/2022	(AE) 09/07/22 - 10/06/22 SPECTRI	129.99	
		0012980 SPECTRUM	0600966082222	8/22/2022	(AE) 08/22/22 - 09/21/22 SPECTRI	119.99	
		0012980 SPECTRUM	0490491082722	8/27/2022	(AE) 08/27/22 - 09/26/22 SPECTRL	234.70	
		0012980 SPECTRUM	0586090082622	8/26/2022	(AE) 08/26/22 - 09/25/22 SPECTRI	253.39	
		0012980 SPECTRUM	0435603081422	8/14/2022	(AE) 08/14/22 - 09/13/22 SPECTRI	130.65	
		0012980 SPECTRUM	0500034082722	8/27/2022	(AE) 08/27/22 - 09/26/22 SPECTR	234.70	
		0012980 SPECTRUM	0426628083022	8/30/2022	(AE) 08/30/22 - (AE) 08/30/22 - 09/	128.11	
		0008906 DOLLAR TREE	081448	9/7/2022	MA - FAMILY VIOLENCE PREVEN	51.19	
		0010683 NEW CHEF FASHION, INC.	724843	9/12/2022	EP - POLO SHIRTS (7) FOR TACT	424.39	
		0008513 EBAY	24-09049-60965	8/29/2022	DR - REPLACEMENT AC VENT TF	46.31	
		0005381 H & H NURSERY	43173	8/30/2022	DR - REPLACEMENT PLANTS - A	160.84	
		0011935 PAR WEST TURF SERVICES	168710	8/31/2022	DR - GOLF COURSE - TOOL	152.17	
		0005677 DEPARTMENT OF PESTICIDE RE	50542	10/25/2022	DR- DANIEL R & JOSE C - QAC -	200.00	
		0012474 THE HOME DEPOT DEPOT PRO	1004592556	10/25/2022	DR - HAND TOOL - STEEL PATIO	24.26	
		0007200 APWA	30656	9/19/2022	JOB POSTING PRINCIPAL CIVIL E	375.00	
		0013622 YOURMEMBERSHIP	R5963846	9/19/2022	JOB POSTING PRINCIPAL CIVIL E	299.00	
		0008513 EBAY	21-09070-78496	9/7/2022	DR - CALSENSE IRRIGATION SY	736.63	
		00001390 PSI	35701	9/8/2022	DR - PARK YARD PRESSURE WA	1,297.50	
		0005347 AMAZON.COM	111-3872172-2049	9/14/2022	DR - BOOKS ON NATIVE PLANTS	114.82	

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
		0005347	AMAZON.COM	111-8009173-1054	9/14/2022	DR - BOOKS ON NATIVE PLANTS	26.09	
		0005677	DEPARTMENT OF PESTICIDE RE	17-09117-45893	9/19/2022	DR - REPLACEMENT TAILGATE C	107.80	
		0005295	WALMART	2000102-0686767	8/30/2022	PD: GOLF COURSE CONCESSIO	59.51	
		0005295	WALMART	2000101-2055891	8/17/2022	PD: CULTURAL ARTS SUPPLIES	27.75	
		0011733	CHRISTMAS DESIGNERS.COM, L	001315767	8/31/2022	PD: SPECIAL EVENTS/TREE CEF	1,929.38	
		0005368	PRINTCO DIRECT	84911	8/31/2022	PD: SPECIAL EVENTS/VETERAN	3,175.20	
		0005368	PRINTCO DIRECT	84907	8/30/2022	PD: SPECIAL EVENTS/HALLOWE	176.40	
		00000268	HOME DEPOT CREDIT SERVICES	4533719	8/31/2022	PD: PRESCHOOL SUPPLIES	21.98	
		0005295	WALMART	2000101-8305395	10/25/2022	PD: GOLF COURSE CONCESSIO	233.10	
		0005295	WALMART	604165738840	9/12/2022	PD: SENIOR CENTER SUPPLIES	99.21	
		0005295	WALMART	069225	9/20/2022	PD: PRESCHOOL SUPPLIES	1.76	
		0005347	AMAZON.COM	114-2584574-8057	9/19/2022	PD: SPECIAL EVENTS/HALLOWE	1,375.79	
		00000692	ICE MACHINE SALES & SVC CO	0210594-in	8/3/2022	JC- AUDITORIUM ICE MACHINE	580.54	
		00000692	ICE MACHINE SALES & SVC CO	0210595-in	8/3/2022	JC- SENIOR CENTER ICE MACHI	426.21	
		0005347	AMAZON.COM	REFUND-3 HOLE	8/24/2022	REFUND-ELECTRIC HOLE PUNC	-170.73	
		0008906	DOLLAR TREE	014590	8/23/2022	PD: PRESCHOOL SUPPLIES	22.05	
		0005295	WALMART	2000101-6058305	8/23/2022	PD: PRESCHOOL SUPPLIES	213.36	
		0005347	AMAZON.COM	114-4433833-6135	8/25/2022	PD: SPECIAL EVENTS/VETERAN	66.12	
		0005347	AMAZON.COM	113-2114267-9985	8/22/2022	MD-ELECTRIC HOLE PUNCHER	185.51	
		0005347	AMAZON.COM	113-4286190-5785	8/23/2022	BEELINK MINI RYZEN PC	263.50	
		0005347	AMAZON.COM	113-2085544-0585	8/24/2022	MD-DELL 24" MONITOR	168.67	
		0005347	AMAZON.COM	113-3584017-2927	10/25/2022	PTOUCH LABEL	17.85	
		0005347	AMAZON.COM	REFUND TV MOU	8/25/2022	AMAZON UNIVERSAL TV WALL M	-60.15	
		0005347	AMAZON.COM	REFUND TV MOU	8/25/2022	REFUND-AMAZON UNIVERSAL T	-60.15	
		0005509	UPS FREIGHT	AUG 25 2022	8/25/2022	MD-BOX AND SHIPPING	14.02	
		0005347	AMAZON.COM	113-6160058-9815	8/29/2022	MD-BATTERY FOR CA12CD DISP	135.75	
		0013591	RADIOPARTS.COM	100077737	8/29/2022	APX 8000 3400MAH BATTERY	427.05	41,107.10
9302022	9/30/2022	00004309	AMERIFLEX	09302022	9/30/2022	SEP 2022: ACH DEBITS BOW	1,606.78	1,606.78
Voucher:								
50760505	10/20/2022	00004266	U.S. BANK CORPORATE PAYMEN					
		0011935	PAR WEST TURF SERVICES	168710-02	8/31/2022	DR - EQUIPMENT - REPLACEME	967.38	967.38
Voucher:								
Sub total for BANK OF THE WEST:							924,718.23	

apChkLst
10/27/2022 9:32:33AM

Final Check List
CITY OF SOUTH GATE

Page: 23

138 checks and 3 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 924,718.23

Void Checks

Bank code: botw

<u>Check #</u>	<u>Date</u>
98850	11/8/2022
98902	11/8/2022

WARRANT REGISTER FOR COUNCIL MEETING 11/8/2022

PART V

apChkLst
10/27/2022 11:34:23AM

Trial Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2381	10/27/2022	00004836	SEIU LOCAL 721 CTW CLC-23900 Ben307003	10/27/2022	SEIU DUES: PAYMENT	2,972.99	2,972.99
2382	10/27/2022	00002370	INTERNAL REVENUE SERVICE Ben307005	10/27/2022	MEDICARE: PAYMENT	165,337.19	165,337.19
2383	10/27/2022	00000343	PUBLIC EMPLOYEES RETIREMENT Ben307007	10/27/2022	PERS RETIREMENT: PAYMENT	243,750.11	243,750.11
2384	10/27/2022	00001186	EMPLOYMENT DEVELOPMENT DBen307009	10/27/2022	SDI: PAYMENT	58,616.90	58,616.90
2385	10/27/2022	00000004	NATIONWIDE RETIREMENT SOL Ben307011	10/27/2022	DEF COMP NATIONWIDE: PAYME	51,241.86	51,241.86
2386	10/27/2022	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen307013	10/27/2022	SEIU- COPE LOCAL 721 DEDUCT	44.00	44.00
2387	10/27/2022	00004988	CHILD SUPPORT ON-LINE, STATE Ben307015	10/27/2022	CHILD SUPPORT-ONLINE: PAYMI	1,528.74	1,528.74
2388	10/27/2022	0009920	OCSE CLEARINGHOUSE SDU Ben307017	10/27/2022	GARNISHMENT - AR CHILD SUPP	324.00	324.00
Sub total for BANK OF THE WEST:							523,815.79

8 wire transfers in this report.

Grand Total All Wire Transfers: 523,815.79

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 11/8/2022**

TOTAL PART I - PREPAID CHECKS (10/19/2022)	808,880.17
TOTAL PART II - PAYROLL-RELATED CHECKS	1,498.15
TOTAL PART III - PREPAID CHECKS (10/26/2022)	378,542.41
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	924,718.23
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	523,815.79
SUB - TOTAL	2,637,454.75
LESS: VOIDS	0.00
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(350,298.49)
GRAND TOTAL	2,287,156.26

**SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION**

Warrant Number 98753 to Warrant Number 99906 inclusive, plus WireTransfers \$2,287,156.26, as listed on the accompanying Accounts Payable Warrant Register of NOVEMBER 8, 2022 are approved as presented, with the exception of the following voided and replacement warrants:

[illegible]

* Replacement checks reported in previous warrant registers have no impact to the grand total.


DIRECTOR OF ADMINISTRATIVE SERVICES

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on **November 8, 2022** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.