



**SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA**

Tuesday, October 11, 2022 at 6:30 p.m.

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

**DIAL-IN-NUMBER: 1 (669) 900-6833
MEETING ID: 810 4997 3547
[HTTPS://US02WEB.ZOOM.US/J/81049973547](https://us02web.zoom.us/j/81049973547)**

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER:	Al Rios, Mayor
INVOCATION:	Pastor Bobby Scott, Community and Faith Church
PLEDGE OF ALLEGIANCE:	Yodit Glaze, City Clerk
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.

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 October 23-31, 2022 as National Red Ribbon Week

The City Council will issue a Proclamation declaring October 23 through 31, 2022, as National Red Ribbon Week in the City of South Gate. (CM)

Documents:

[Item 1 Report 10112022.pdf](#)

Public Hearings

2. 2020-2025 Consolidated Plan and FY 22-23 Annual Action Plan Substantial Amendment No. 1 request to continue Public Hearing

The City Council will consider: (CD)

- a. Opening the public hearing and taking public comments; and
- b. Continuing this agenda item to the October 25, 2022, City Council Meeting to discuss and consider approving the proposed amendments.

Documents:

[Item 2 Report 10112022.pdf](#)

3. Ordinance Adding Section 5.04.050 (Microtrenching), to Chapter 5.04 (Street Excavations and Obstructions), of Title 5 (Streets and Sidewalks), to the South Gate Municipal Code

The City Council will consider at the conclusion of the public hearing, waiving the reading in full and introducing an **Ordinance** adding Section 5.04.050 (Microtrenching), to Chapter 5.04 (Street Excavations and Obstructions), of Title 5 (Streets and Sidewalks) to the South Gate Municipal Code to incorporate the requirements of Section 65964.5 to the California Government Code, which require a local agency to allow microtrenching for the installation of underground fiber. (PW)

Documents:

[Item 3 Report 10112022.pdf](#)

4. Ordinance Granting a five (5) year Franchise Agreement to Torrance Pipeline Company, LLC

The City Council will consider at the conclusion of the public hearing, waiving the reading in full and introducing an **Ordinance** granting a five-year franchise agreement to Torrance Pipeline Company, LLC, to use, maintain, repair and replace a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing oil and oil products. (PW)

Documents:

[Item 4 Report 10112022.pdf](#)

5. Use of 2020 Homeland Security Grant Program Funds to purchase communication equipment

The City Council will consider at the conclusion of the public hearing: (PD)

- a. Authorizing utilization of 2020 Homeland Security Grant Program Funds in the amount of \$14,185 for the purchase of communications equipment and accessories, plus installation, for the Police Department;
- b. Increasing the Fiscal Year 2022/23 revenue projection in Account Number 232-541 (Law Enforcement Grants - Homeland Security Grant) to \$14,185;
- c. Amending the Fiscal Year 2022/23 Law Enforcement Grants Fund Budget by appropriating \$14,185 to Account Number 232-541-21-6204 (Law Enforcement Grants - Homeland Security Grant - Small Tools & Equipment) for the purchase of unit radios, portable radios, charging stations and accessories; and
- d. Authorizing the City Manager to execute the State Homeland Security Grant Program Subrecipient Agreement for Grant Year 2020.

Documents:

Comments From The Audience - Non-Agenda Items

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

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt/interfere, other actions which disrupt the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section 1.04.110.

Reports And Comments From City Officials

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

Consent Calendar Items

Agenda Items **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. Members of the public are permitted to speak on any item listed but their time period is limited to three (3) minutes in total.

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

6. Adopt Resolution Approving Master Agreement for Administering Agency-State Agreement for State-Funded Project No. 07-5257S21

The City Council will consider: (PW)

- a. Adopting a **Resolution** approving the **Master Agreement**, Administering Agency-State Agreement for State-Funded Projects, No. 07-5257S21 ("Agreement") with

- the State of California Department of Transportation; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
 - c. Authorizing the City Manager and the Assistant City Manager/Director of Public Works to execute Program Supplement Agreements and other related documents for state funded projects.

Documents:

[Item 6 Report 10112022.pdf](#)

7. Amendment No. 8 to Contract No. 3340 with SAFNA Engineering and Consulting to manage procurement process for the Integrated Electronic Security System Installation and Monitoring Services, City Project No. 692-GEN

The City Council will consider: (PW)

- a. Approving **Amendment No. 8 to Contract No. 3340** with SAFNA Engineering & Consulting, a Division of SAFNA Corporation, formerly a Division of Heateflex Corporation, to provide additional professional services to manage the procurement process for the Integrated Electronic Security System Installation and Monitoring Services, City Project No. 692-GEN, in an amount not to exceed \$10,000;
- b. Appropriating \$4,000 in Water Funds, \$2,000 in Sewer Funds and \$4,000 in General Funds for a total of \$10,000 to Account No. 311-790-49-9118 to fund Amendment No. 8; and
- c. Authorizing the Mayor to execute Amendment No. 8 in a form acceptable to the City Attorney.

Documents:

[Item 7 Report 10112022.pdf](#)

8. Agreement with Fiesta Taxi for food delivery services for the Food Insecurity Program

The City Council will consider: (CD)

- a. Approving a **Professional Services Agreement** with Fiesta Taxi to provide food delivery services in an amount not to exceed \$88,000 for services rendered in FY 2021/22 (November through June) and FY2022/23 (July 1, 2022 - June 30, 2023); and
- b. Authorizing the Mayor to execute the Professional Services Agreement in a form acceptable to the City Attorney.

Documents:

[Item 8 Report 10112022.pdf](#)

9. Agreement with All City Management Services, Inc., for Crossing Guard Services

The City Council will consider: (PD)

- a. Approving an **Agreement** with All City Management Services, Inc. ("ACMS"), for crossing guard services for a one (1) year term effective July 2, 2022 - June 30, 2023; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 9 Report 10112022.pdf](#)

10. Agreement with ARAAD Builders, Inc., for the EV Charging Stations, Project No. 363-GEN and Agreement with Zevtron, LLC., for Software Services for the charging stations

The City Council will consider: (PW)

- a. Appropriating \$69,000 from the AQMD Fund Balance and \$60,000 in Mobile Source Air Pollution Reduction Review Committee ("MSRC") Grant Funds to Account No. 223-610-49-9005 to fund construction and software services for the Project;
- b. Approving an **Agreement** with Araad Builders, Inc., for the construction of the Electric Vehicle Charging Stations, City Project No. 636-GEN , in an amount not-to-exceed \$131,490;
- c. Approving an **Agreement** with Zevtron, LLC., for Software Services for the Electric Vehicle Charging Stations, City Project No. 636-GEN, in an amount not-to-exceed \$9,000;
- d. Authorizing the Mayor to execute the Agreements in a form acceptable to the City Attorney; and
- e. 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 10 Report 10112022.pdf](#)

11. Grant from Marathon Petroleum for \$10,000, allocation of funds to account funds 231 and fund 235 in the PD Budget, and Purchase Order Agreement for a LOKI Drone System to Enhance the SUAS Program using

The City Council will consider: (PD)

- a. Accepting a grant of \$10,000 from Marathon Petroleum to be placed in Fund 231 (Law Enforcement Grants); and
- b. Approving the purchase of a LOKI Drone System with the \$10,000 allocated to Fund 231 (Law Enforcement Grants) and \$3,834.20 from Fund 235 (Asset Forfeiture) for a total of \$13,834.20, and authorizing the Director of Administrative Services to make the appropriate budget adjustments to the revenue and expenditure accounts.

Documents:

[Item 11 Report 10112022.pdf](#)

12. Addendum No. 8 to Contract No. 3130 with Enterprise FM Trust to lease a 2022 Dodge Durango

The City Council will consider:(PD)

- a. Approving Addendum No. 8 to Contract No. 3130 (Master Equity Lease Agreement) with Enterprise FM Trust to include the lease of a 2022 Dodge Durango for the Police Department for a term of 48 months in the total amount of \$57,015;
- b. Appropriating \$14,348 from the unassigned balance of the Asset Forfeiture Budget to Account No. 235-570-21-6310 for the first annual lease payment; and
- c. Authorizing the Mayor to execute Addendum No. 8 in a form acceptable to the City Attorney.

Documents:

[Item 12 Report 10112022.pdf](#)

13. Purchase Order Agreements with National Auto Fleet Group, West Coast Lights & Sirens, Inc., Northstar Graphics, CDCE, Inc., and Motorola Solutions, Inc., for two Police Patrol Vehicles and required equipment

The City Council will consider: (PD)

- a. Approving a Purchase Order Agreement with National Auto Fleet Group for the purchase of two patrol vehicles for the Police Department, in the total amount of \$100,134.06;
- b. Approving a Purchase Order Agreement with West Coast Lights & Sirens, Inc., for the purchase and installation of necessary emergency equipment for the two patrol vehicles, in the amount of \$36,898.48;
- c. Approving a Purchase Order Agreement with Northstar Graphics, for the purchase and installation of decals/graphics for two patrol vehicles, in the amount of \$720.00;
- d. Approving a Purchase Order Agreement with CDCE, Inc., for the purchase of Mobile Data Computers to outfit the two patrol vehicles, in the amount of \$16,686.30; and
- e. Approving a Purchase Order Agreement with Motorola Solutions, Inc., for the purchase of mobile radios to outfit the two patrol vehicles, in the amount of

\$19,269.55.

- f. Appropriating an additional \$24,669.39 from the Asset Forfeiture Fund to cover the full cost for the two vehicles.

Documents:

[Item 13 Report 10112022.pdf](#)

Reports, Recommendations And Requests

14. Discussion considering a draft Vision Statement and Strategic Plan Goals

The City Council will consider: (CM)

- a. Adopting a draft Vision Statement developed during a recent Strategic Plan workshop; and
- b. Adopting three Strategic Plan Goals of Workforce Development, Fiscal Sustainability and Communication.

Documents:

[Item 14 Report 10112022.pdf](#)

15. Warrant Register for October 11, 2022

The City Council will consider approving the Warrant Register for October 11, 2022. (ADMIN SVCS)

Total of Checks:	\$2,704,135.52
Less: Voids	\$ (4,906.85)
Less: Employee Payroll Deductions	<u>\$ (345,263.72)</u>
Grand Total:	\$2,353,964.95

Cancellations: 97888, 98059, 98089, 98463, 98499, 98200

Documents:

[Item 15 Report 10112022.pdf](#)

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda

was posted on October 4, 2022, at 4:00 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 October 23 – 31, 2022 as
National Red Ribbon Week

WHEREAS, alcohol and drug abuse affect individuals, families, and communities across the nation; and

WHEREAS, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

WHEREAS, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

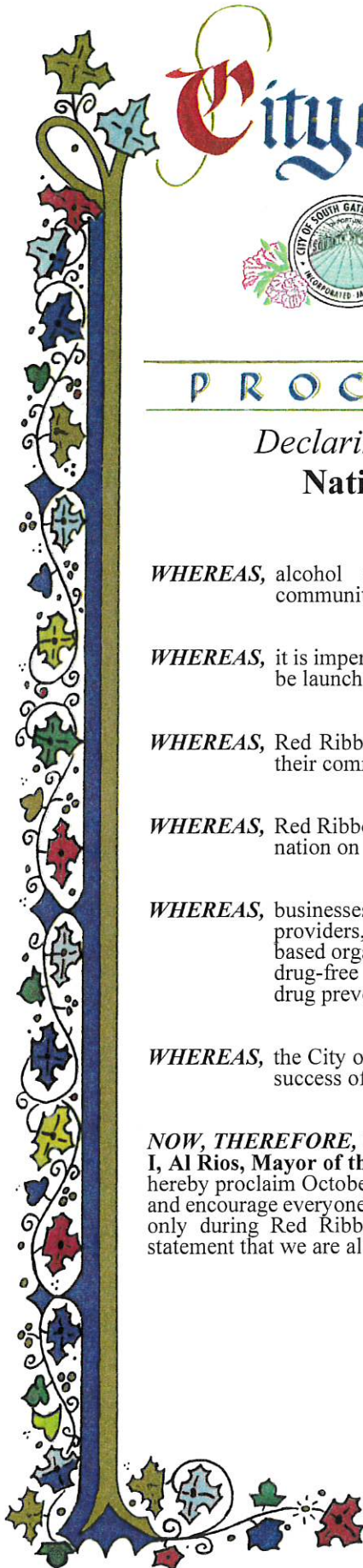
WHEREAS, Red Ribbon Week will be celebrated in communities across the nation on October 23-31; and

WHEREAS, businesses, government, law enforcement, media, health care providers, religious institutions, schools, and other community-based organizations will demonstrate their commitment to healthy, drug-free lifestyles by wearing red ribbons and participating in drug prevention activities; and

WHEREAS, the City of South Gate, further commits its resources to ensure the success of the Red Ribbon Campaign

NOW, THEREFORE, be it proclaimed on this **11th day of October 2022**, that **I, Al Rios, Mayor of the City of South Gate**, on behalf of the City Council, do hereby proclaim October 23-31, as Red Ribbon Week in the City of South Gate, and encourage everyone to participate in drug prevention education activities, not only during Red Ribbon Week, but throughout the year, making a visible statement that we are all strongly committed to a drug-free lifestyle.

Al Rios, Mayor





SEP 29 2022

4:20 pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022
Originating Department: Community Development

Department Director:  _____ City Manager:  _____
Meredith T. Elguira Chris Jeffers

SUBJECT: SUBSTANTIAL AMENDMENT NO. 1 TO THE 2020-2025 CDBG CONSOLIDATED PLAN AND SUBSTANTIAL AMENDMENT NO. 1 TO THE FISCAL YEAR 2022-2023 CDBG ANNUAL ACTION PLAN REQUEST TO CONTINUE PUBLIC HEARING TO THE OCTOBER 25, 2022 REGULAR CITY COUNCIL MEETING

PURPOSE: Request to continue the public hearing to the regular City Council Meeting of October 25, 2022.

- RECOMMENDED ACTIONS:** The City Council will consider:
- a. Opening the public hearing and taking public comments; and
 - b. Continuing this agenda item to the October 25, 2022, City Council Meeting to discuss and consider approving the proposed amendments.

NOTICING REQUIREMENT: Advertising and notification of the Public Hearing was conducted in compliance with Municipal Code Section 11.50.020 (Public Hearing Notification) and was published in The Wave newspaper on September 8, 2022. The notice provided for a 30-day comment period. Additionally, the Draft Substantial Amendments were posted on the City’s website. Any comments received will be addressed.

BACKGROUND:
Substantial Amendment No. 1 to the 2020 -2025 Consolidated Plan
The Consolidated Plan is a comprehensive planning document that identifies overall housing and community development in the City. As part of the process to receive entitlement funds, the City is required to have a Consolidated Plan and an Annual Action Plan. The purpose of the Consolidated Plan is to identify community development and housing needs and outline goals and objectives to meet those needs. The Consolidated Plan substantial amendment will add a goal that aligns with the City’s priorities of building and maintaining strong and resilient neighborhoods. The goal, as stated below, was approved by the City Council upon the approval of the Annual Action Plan 2022/2023. During the June 28, 2022 meeting, the City Council directed staff to program funds to Code Enforcement. Given that the existing Consolidated Plan did not list Neighborhood Preservation as a current goal, the amendment to the Consolidated Plan is required before HUD will approve the Code Enforcement allocation. Staff is amending the Consolidated Plan to include “Neighborhood Preservation” as an additional goal to reflect the City Council’s action.

Substantial Amendment No. 1 to the FY 2022-2023 Annual Action Plan

The purpose of the Annual Action Plan is to set forth specific activities and expenditures using funds received through the CDBG and HOME programs. The Fiscal Year 2022-2023 Annual Action Plan was approved by the City Council on June 28, 2022. Subsequent to the Plan's date of approval, one of Tweedy Mile's Façade Improvement projects was closed and deemed non-compliant with prevailing wage requirements and thus, resulted in \$43,850 of unused funds. As such, this proposed Substantial Amendment to the FY 2022-2023 Annual Action Plan will reallocate those \$43,850 of unencumbered funds to the City's Commercial Façade Improvement Program.

ATTACHMENT: None

SEP 29 2022

10:10pm



City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022

Originating Department: Public Works

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

SUBJECT: ORDINANCE ADDING SECTION 5.04.050 (MICROTRENCHING), TO CHAPTER 5.04 (STREET EXCAVATIONS AND OBSTRUCTIONS), OF TITLE 5 (STREETS AND SIDEWALKS), TO THE SOUTH GATE MUNICIPAL CODE

PURPOSE: Senate Bill 378 was signed into law on October 8, 2021, to require local agencies to allow microtrenching for the installation of underground fiber in certain circumstances. SB 378 added Section 65964.5 to the California Government Code. An addition to the South Gate Municipal Code is necessary to comply with Senate Bill 378 (“The Broadband Deployment Acceleration Best Practices Act of 2021”).

RECOMMENDED ACTIONS: The City Council will consider at the conclusion of the public hearing, waiving the reading in full and introducing an Ordinance adding Section 5.04.050 (Microtrenching), to Chapter 5.04 (Street Excavations and Obstructions), of Title 5 (Streets and Sidewalks) to the South Gate Municipal Code to incorporate the requirements of Section 65964.5 to the California Government Code, which require a local agency to allow microtrenching for the installation of underground fiber.

FISCAL IMPACT: None. Government Code Section 65964.5 authorizes a local agency to impose a fee for its reasonable costs for processing an application for a permit to install fiber. The Public Works Department will apply a Utility Street Cut fee that is currently assessed for permits where utility companies are proposing to cut into the street. That fee is \$296 for the first 100 linear feet, and \$77 for each additional 100 linear feet.

NOTICING REQUIREMENTS: A public hearing notice was duly published in the *Los Angeles Wave*, a newspaper of general circulation on Thursday, September 22, 2022.

ANALYSIS: A recent change to state law requires cities to allow a construction technique known as “microtrenching.” South Gate Municipal Code currently allows microtrenching in some situations, but not in others. The proposed ordinance will modify the code to align with the new state law.

BACKGROUND: The Department of Public Works is responsible for the issuance of encroachment permits for microtrenching. Currently, the Department issues permits in conformance with the Municipal Code, which has prohibitions now overwritten by state law.

Microtrenching is a fiber network construction technique which lays the protective conduit housing the fiber strands below and at the side of a roadway. Microtrenching can require less digging and roadway disruption, and can be a faster, more efficient, and less expensive option than other network building methods. Microtrenching usually requires digging thin trenches about 1 to 3 inches wide and 6 to 24 inches deep in where other traditional trenching is usually anywhere from 3 feet or deeper.

Newly added Government Code Section 65964.5 requires a local agency to allow microtrenching for underground fiber installation if the microtrench is limited to fiber and if certain other limited exceptions do not apply. The new code also requires cities to adopt or amend existing policies, ordinances, codes, or construction rules as necessary to allow for microtrenching. The new code further provides that the provisions do not supersede, nullify, or otherwise alter the requirements to comply with specified safety standards. The code authorizes a local agency to impose a fee for its reasonable costs for an application for a permit to install fiber. By imposing new duties on local agencies regarding the installation of fiber, the code imposes a state-mandated local program.

The proposed new Section 5.04.050 (Microtrenching) modifies the South Gate Municipal Code to comply with California Government Code Section 65964.5.

To minimize liability, Section 5.04.050 provides that if a contractor or franchisee elects to install a microtrench, consistent with Government Code Section 65964.5, rather than a deeper trench, the contractor or franchisee waives all claims against the City arising from any damages to the fiber or other conduits installed in the trench that could reasonably have been avoided by using a deeper trench otherwise required under the City's Municipal Code.

- ATTACHMENTS:**
- A. Proposed Ordinance
 - B. Notice of Public Hearing

JL:lc

ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, ADDING SECTION 5.04.050 (MICROTRENCHING), TO CHAPTER 5.04 (STREET EXCAVATIONS AND OBSTRUCTIONS), OF TITLE 5 (STREETS AND SIDEWALKS) TO THE SOUTH GATE MUNICIPAL CODE TO COMPLY WITH SENATE BILL 378, WHICH ADDED SECTION 65964.5 TO THE CALIFORNIA GOVERNMENT CODE

WHEREAS, Chapter 5.04 of the South Gate Municipal Code addresses street excavations and obstructions within the City of South Gate (“City”); and

WHEREAS, the recent passage of Senate Bill 378 (“The Broadband Deployment Acceleration Best Practices Act of 2021”), added Section 65964.5 to the California Government Code, which requires a local agency to allow (subject to certain exceptions) microtrenching for the installation of underground fiber, if the installation in the microtrench is limited to fiber. The law also requires a local agency with jurisdiction to approve excavations (such as the City) to adopt or amend existing policies, ordinances, codes or construction rules to allow for microtrenching. The law provides that these provisions do not supersede, nullify or otherwise alter the requirements to comply with specified safety standards. The law authorizes a local agency to impose a fee for its reasonable costs on an application for a permit to install fiber, as provided. By imposing new duties on local agencies with regard to the installation of fiber, the law imposes a state-mandated local program; and

WHEREAS, Chapter 5.04 of the South Gate Municipal Code currently allows microtrenching in certain situations, but not in others; and

WHEREAS, to comply with newly added Section 65964.5 of the California Government Code, the City Council wishes to amend Chapter 5.04 of the South Gate Municipal Code by adding Section 5.04.050.

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

SECTION 1. Section 5.04.050 (Microtrenching) is hereby added to Chapter 5.04 (Street Excavations and Obstructions), of Title 5 (Streets and Sidewalks), of the South Gate Municipal Code to read as follows:

“Section 5.04.050 Microtrenching. Notwithstanding anything to the contrary in this Chapter 5.04, the City shall permit the installation of microtrenches in accordance with Government Code Section 65964.5.

An election by a contractor or franchisee to install a microtrench pursuant to this

Section 5.04.050 rather than a deeper trench constitutes a waiver of all claims against the City arising from any damage, including lost revenue, profit, or service associated with any outages that occur from said damages, to the fiber or other conduits installed in the microtrench that could reasonably have been avoided by using a deeper trench otherwise required under the City's Municipal Code Section 5.04.010 County Code Provisions Adopted by Reference."

SECTION 2. If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of the same to be published in a manner prescribed by law.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2022.


CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

Office of the
South Gate City Clerk

SEP 15 2022

FILED

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a Public Hearing for the purpose of introducing an Ordinance amending Section 5.04.050 to Chapter 5.04 of the South Gate Municipal Code pertaining to Microtrenching for the Installation of Fiber. A copy of the Ordinance may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

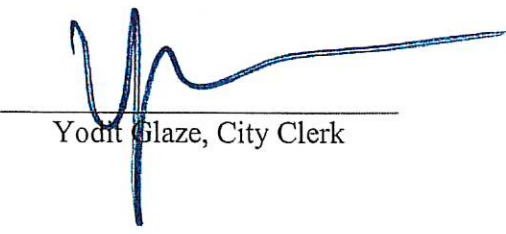
DATE: October 11, 2022
TIME: 6:30 p.m.
LOCATION: COUNCIL CHAMBERS
SOUTH GATE CITY HALL
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

The Public Hearing meeting will be conducted in person and through videoconferencing without a physical location from which members of the public may observe and offer public comment. Any comments may be made in person at the hearing or in writing to the City Clerk or the City Council prior to the hearing.

You may access the hearings through Zoom or a phone call. For the updated Dial-in Number and Conference Code for the October 11, 2022, City Council meeting, please visit the City's website at www.cityofsouthgate.org/AgendaCenter.

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

THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated September 15, 2022.



Yodit Glaze, City Clerk

Publication Date: September 22, 2022

Account Number: 100-701-31-6302

SEP 29 2022

6:10 pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022

Originating Department: Public Works

Department Head:

Arturo Cervantes

City Manager:

Chris Jeffers

SUBJECT: ORDINANCE GRANTING A FRANCHISE AGREEMENT TO TORRANCE PIPELINE COMPANY, LLC

PURPOSE: The City regulates utility companies that have facilities that occupy the City's public right-of-way through franchise agreements. Torrance Pipeline Company, LLC (TPC) is seeking renewal of a 5-year franchise agreement for an existing pipeline known as Pipeline No. M-145 (Pipeline), which was previously covered under Ordinance No. 2329. Introducing the proposed Ordinance is the second of three City Council actions needed to grant the Franchise Agreement.

RECOMMENDED ACTIONS: Following the conclusion of the public hearing, the City Council will consider waiving the reading in full and introducing an Ordinance granting a five-year franchise agreement to Torrance Pipeline Company, LLC, to use, maintain, repair and replace a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing oil and oil products.

FISCAL IMPACT: If the City Council adopts the Ordinance granting the franchise agreement, TPC will pay the City a granting fee and annual fees for a total of \$170,193, as summarized below.

	Annual Fees	Granting Fee	Total
Year 1	\$31,450	\$12,943	\$44,393
Year 2 to 5	\$31,450		\$125,800
Total	\$157,250	\$12,943	\$170,193

There will be an increase in revenue for the General Fund. The annual amount received under the previous franchise agreement was \$18,934 per year. Negotiations have increased that amount to \$31,450 per year. Therefore, the increase in revenue will be \$25,459 in FY 2022/23 and \$12,516, annually, thereafter.

The granting fee is consistent with Section 13.10.010 (Rates – General), of Chapter 13.10 (Compensation), Division 1 (Oil, Gas, and Water Pipelines), of Title 13 (Franchises) of the South Gate Municipal Code. The annual rate is set in compliance with California Public Utilities Code 6231.5 subsection (e)(2), which applies to utility pipelines that are not publicly owned. It

authorizes an annual franchise fee in an amount agreed to by the applicant and the municipality, or an annual franchise fee computed by multiplying the sum of one-half of the nominal internal diameter of the pipe, expressed in inches, by the number of lineal feet of the pipe within the public streets, ways, alleys, or other public places within the municipality.

The City has received from TPC a partial pre-payment in the amount of \$18,934, which will be credited against the payment owing pursuant to Section 4.E of the proposed Ordinance.

NOTICING PROCEDURES: Before the City Council can grant a Franchise Agreement, California Public Utility Code Sections 6232 *et seq.* requires a public hearing. A public hearing notice was duly published in *The Press*, a newspaper of general circulation on September 22, 2022.

ANALYSIS: On September 13, 2016, the City Council adopted Ordinance No. 2329 granting TPC a Franchise Agreement. The agreement authorized TPC to maintain and operate the Pipeline, which consists of approximately 1.7 miles (8,960 feet) of active 12-inch diameter pipes (identified by TPC as Pipeline No. M-145). The Pipeline is the only active line owned by TPC in the City. Ordinance No. 2329 expired on September 13, 2021. The new Franchise Agreement term is for five years, commencing retroactively from September 13, 2021, and continuing through September 13, 2026.

The proposed Franchise Agreement is identical to the current Franchise Agreement with the exception of its effective period, term, and fees. Highlights of the proposed Franchise Agreement include:

- A 5-year term from September 13, 2021 to September 13, 2026.
- Terms and conditions which are in accordance with California Public Utilities Code Section 6201 and Ordinance.
- Pipeline maintenance in accordance with all city, county, state, and federal ordinances, statutes, rules, regulations, and other laws.
- Establishing liability insurance, bond, and indemnity requirements.
- Setting the franchise payment, and the rules and requirements under which the TPC franchise will be required to operate.
- Providing an emergency response plan meeting the requirements of federal and state law. The plan must be comprehensive and provide a 24-hour notification program and emergency response services, including traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem. It also requires repairs of public streets, alleys, or parkways within seventy-two (72) hours.

The pipeline is located within 500 feet of the East Los Angeles Community College expansion development project, Southeast High School, and Simon Rodia Continuation School. The safety standard referenced in the Franchise Agreement requires the operation of the Pipeline in accordance with Government Code Section 51010. Under this code, the State Fire Marshall

exercises exclusive safety regulatory and enforcement authority over hazardous liquid pipelines and may implement the federal Hazardous Liquid Pipeline Safety Act (49 U.S.C. Sec. 2001 et seq.) and federal pipeline safety regulations, as necessary to obtain annual federal certification. Thus, the Pipeline must be used, operated, repaired, or modified in accordance with the safety regulations set by the California State Fire Marshal, further, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 (Special Provisions for Oil Pipelines), Division 1 (Oil, Gas and Water Pipelines), of Title 13 (Franchises) of the South Gate Municipal Code. The State Fire Marshal is further required to annually inspect the Pipeline to ensure compliance with laws and regulations. TPC is required to submit certified test results for the pipeline subject to the provision of the Pipeline Safety Act of 1981.

BACKGROUND: On September 13, 2022, the City Council adopted Resolution No. 2022-53-CC declaring the City's intention to grant a franchise to Torrance Pipeline Company, LLC, a Delaware limited liability company, authorizing its operation of an existing oil transmission pipeline. Introducing the proposed Ordinance is the second of three needed City Council actions to grant the franchise agreement. The proposed franchise agreement will regulate Pipeline No. M-145, which was installed in South Gate in 1973. The pipeline consists of 1.7 miles of active 12-inch diameter pipes. This pipeline transports refined oil product from the Torrance Refinery to the Vernon Terminal through the City of South Gate. This pipeline is located beneath (a) Santa Fe Avenue, from Independence Avenue to Southern Avenue, (b) beneath Southern Avenue, from Santa Fe Avenue to Alameda Street, and (c) beneath Alameda Street, from Southern Avenue to Seminole Avenue, for a continuous stretch (See Attachment E).

The schedule for issuing the Franchise Agreement is as follows:

1. September 13, 2022 – Adopt a Resolution declaring its intention to grant a five-year term franchise agreement to TPC.
2. October 11, 2022 – Hold a public hearing and introduce an Ordinance granting a five-year franchise agreement to TPC. At the conclusion of the hearing, the City may overrule, deny, or deem insufficient any written protests, and may then grant the franchise.
3. October 25, 2022 – Adopt the Ordinance.

TPC is requesting that the franchise for Pipeline No. M-145 (Ordinance No. 2329) be renewed, which is recommended for the reasons following:

- Granting the Franchise Agreement to TCP will automatically bestow rights upon the City and create obligations that must be performed by TCP for the benefit of the City, pursuant to Article 4 (Public Utilities Code §§ 6291 through 6302) of California's Franchise Act of 1937, including the following:
 - The City shall have the right to terminate the franchise and/or sue TPC for any failure to properly perform TCP's obligations under the franchise.
 - Requires TCP to comply with ordinances and policies adopted by the City Council relative to the location and maintenance of the Pipeline and any appurtenances.
 - Provides compensation to the City for the cost of any repairs to public property

made necessary by TCP's operations under the franchise.

- Requires TCP to indemnify and defend the City from and against damages resulting from TCP's operations under the franchise.
 - Obligates TCP, at its expense, to remove and relocate the Pipeline where necessary due to changes of grade, alignment, or width of public streets.
 - Obligates TCP to notify the City upon any sale, transfer, assignment or lease of the franchise or any rights granted thereunder.
 - Requires TPC to provide a corporate surety bond, savings and loan certificates or shares which the City can use as liquidated damages should TPC fail to fulfill the Franchise Agreement requirements.
- As noted above, the Franchise Agreement requires TPC to file annual reports with the City confirming the maintenance and operation of the Pipeline is in compliance with federal and state law. The letter dated October 22, 2021 from the State Fire Marshall (Department of Forestry and Fire Protection, Office of the State Fire Marshal, Pipeline Safety Division) indicates that TCP has maintained and operated the Pipeline in compliance with federal and state laws and regulations, and that the State Fire Marshal's most recent inspection of the Pipeline on December 19, 2019 found no violations of the California Pipeline Safety Act or the U.S. Department of Transportation's Code of Federal Regulations.
 - The granting fee and annual fees will be paid to the City if the proposed Franchise Agreement is approved.

Compliance with CEQA: Pipeline M-145 is determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. Section 15301 provides for exemption of the proposed pipeline franchise, because the project consists of the operation of existing facilities, involving negligible or no expansion of an existing use.

- ATTACHMENTS:**
- A. Proposed Ordinance
 - B. Notice of Public Hearing
 - C. Ordinance No. 2329
 - D. Letter from the Office of State Fire Marshall
 - E. Location Map

KT:lc

ORDINANCE NO. ____

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

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, GRANTING TO TORRANCE PIPELINE COMPANY A FRANCHISE, WITH A TERM EXPIRING FIVE (5) YEARS AFTER THE EFFECTIVE DATE OF THIS ORDINANCE, TO USE, MAINTAIN, REPAIR AND REPLACE, RELOCATE OR REMOVE A SINGLE PIPELINE AND APPURTENANCES BENEATH SPECIFIED PUBLIC STREETS, TOGETHER WITH RELATED APPURTENANCES, FOR TRANSMITTING AND DISTRIBUTING OIL AND OIL PRODUCTS

WHEREAS, the City of South Gate (“City”), pursuant to applicable federal, state and local law, is authorized to grant franchises within the South Gate city limits; and

WHEREAS, on September 13, 2016, the South Gate City Council adopted Ordinance No. 2329, granting Torrance Pipeline Company LLC, a Delaware limited liability company (“Grantee”), a franchise to operate the pipeline identified in Section 1.E of this Ordinance (“Pipeline”); and

WHEREAS, that franchise expired on September 13, 2021; and

WHEREAS, the City has consented to Grantee’s operation of the Pipeline since that date, notwithstanding the expiration of that earlier franchise, while the City and Grantee have negotiated the terms of a new franchise for the continued operation of the Pipeline; and

WHEREAS, the City and Grantee have now agreed upon such terms, which are set forth in this Ordinance; and

WHEREAS, on September 13, 2022, the South Gate City Council approved the scheduling of a Public Hearing for October 11, 2022; and adopted a Resolution declaring the City’s intention to grant a five-year franchise to Torrance Pipeline Company, LLC, that stipulates provisions for the use, maintenance, repair, replacement, relocation, or removal of a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing oil and oil products.

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

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

- A) The word “**City**” shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- B) The “**Effective Date**” is the date on which this Ordinance becomes effective, as set forth in Section 13 below.
- C) The word “**Franchise**” shall mean the rights and privileges granted by the City to Grantee in Section 2 below.
- D) The word “**Grantee**” shall mean Torrance Pipeline Company LLC, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.
- E) The word “**Pipeline**” shall mean that certain 8,960 foot long, 12-inch diameter pipeline (located beneath Santa Fe Avenue from Independence Avenue to Southern Avenue, beneath Southern Avenue from Santa Fe Avenue to Alameda Street, and beneath Alameda Street from Southern Avenue to Seminole Avenue) commonly referred to by Grantee as Pipeline No. M-145, and which shall be used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, and similar liquid substances.
- F) The phrase “**Pipeline and Appurtenances**” shall mean the Pipeline and any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire, where located under, along, across or upon Santa Fe Avenue, Southern Avenue and Alameda Street in the vicinity of the Pipeline.
- G) The phrase “**Pipeline Franchise Ordinance**” shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.
- H) The phrase “**Street**” shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the ability to grant a franchise.

SECTION 2: Grant of Franchise. Pursuant to California state law as codified in Sections 6231 through 6235, inclusive, of the Public Utilities Code, the City hereby grants to Grantee the right, privilege and franchise to operate, maintain, use, repair, replace, and remove the Pipeline and Appurtenances for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, and similar liquid substances under and across those portions of the Streets identified in Section 1.E above (“**Franchise**”). The rights granted herein shall be subject to (a) the terms and conditions set forth in this Ordinance, and (b) repairs to or replacements of the Pipeline and Appurtenances by the Grantee, at the Grantee’s expense, and at such time or times as directed by the City. Grantee shall file with the South Gate City Clerk, not later than the Effective Date, a written acceptance of the terms and conditions of this Ordinance.

SECTION 3: Term. The Franchise shall be for a term commencing retroactively on September 14, 2021 and expiring on the fifth (5th) anniversary of the Effective Date, unless terminated earlier by the City pursuant to Section 11 below.

SECTION 4: Fees. As consideration for the Franchise, Grantee shall pay the City as follows:

- A) Grantee shall pay the City a one-time franchise granting fee of Twelve Thousand Nine Hundred Forty-Three Dollars (\$12,943) pursuant to Section 13.10.010 of the South Gate Municipal Code.
- B) Grantee shall pay the City an annual franchise fee equal to Three Dollars and Fifty-One Cents (\$3.51) per linear foot of the Pipeline, which equates to an annual franchise fee of Thirty-One Thousand Four Hundred Forty-Nine Dollars and Sixty Cents (\$31,449.60). There shall be no adjustments to that annual franchise fee during the term of the Franchise.
- C) On or before the Effective Date, Grantee shall pay to the City an amount equal to the sum of (i) the franchise granting fee, (ii) the annual franchise fee for the one-year period from and after the Effective Date, and (iii) a prorated portion of the annual franchise fee for the period from September 14, 2021 through the Effective Date; provided, however, that Grantee shall receive a credit against that payment in the amount specified in Section 4.E below.
- D) Thereafter, on each anniversary of the Effective Date for the duration of the term of the Franchise, Grantee shall pay the annual franchise fee to the City.
- E) The City acknowledges that it has received from Grantee a partial pre-payment in the amount of Eighteen Thousand Nine Hundred Thirty-Four Dollars and Twenty-Seven Cents (\$18,934.27), which shall be credited against the payment owing pursuant to Section 4.C above.
- F) Pursuant to Section 13.10.060 of the South Gate Municipal Code, Grantee shall pay a late fee equal to ten percent (10%) of any payment due hereunder, where such payment remains unpaid beyond thirty (30) days after the date on which such payment is due.
- G) Any neglect, omission or refusal by the Grantee to make any such payment as and when due shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expired as provided for in Section 11 below.
- H) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

SECTION 5: Insurance. Grantee shall do all of the following on or before the Effective Date:

- A) Provide satisfactory evidence to the City that Grantee has obtained policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California, as required by Section 13.08.050 of the South Gate Municipal Code.
- B) File with the South Gate City Clerk, as required by Section 13.08.050 of the South Gate Municipal Code, either (i) certified copies of the policies or (ii) a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force.
- C) File and thereafter at all times during the life of the Franchise keep on file with the South Gate City Clerk a corporate surety bond running to the City in the penal sum of ten thousand dollars (\$10,000) which meets all the requirements of Section 13.08.060 of the South Gate Municipal Code.
- D) As an alternate to the filing of a bond, the Grantee may deposit with the City Clerk and assign to the City savings and loan certificates or shares, or both, in the same amount as required on such bond, as authorized by Section 13.08.070 of the South Gate Municipal Code.

SECTION 6: Modification or Approval of Pipeline and Appurtenances. Within ninety (90) days following the date in which Pipeline and Appurtenances or any portion thereof have been modified or removed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of such modified Pipeline and Appurtenances then in place within the locations identified in Section 1.E of this Ordinance, above.

SECTION 7: Additional Conditions. The Grantee of this Franchise shall:

- A) Maintain the Pipeline and Appurtenances in accordance with and in conformity with all City, County, State and Federal ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipeline and Appurtenances;
- B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portions of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;
- C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;

- D) Remove or relocate, at the request of the City and without expense to the City, any or all of the Pipeline and Appurtenances if and when made necessary by any lawful change of grade, alignment or width of the affected Street;
- E) Use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14 of the South Gate Municipal Code;
- F) Submit certified test results for the pipeline subject to the provision of the Pipeline Safety Act of 1981, California Government Code Section 51010, et seq. The testing shall be conducted as required by the California State Fire Marshal, and certified test results shall be requested by the City from the Fire Marshal. In the event the State Fire Marshal shall fail to provide such certified test results to the City, grantee shall provide such test results to the City upon request; and
- G) If wishing to renew the Franchise, submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date of this Franchise.

SECTION 8: Excavation Permits. Grantee shall obtain an excavation permit, and pay the applicable fee therefore, prior to commencing any excavation in the right-of-way. Grantee may obtain an excavation permit by filing a set of excavation plans with the City Engineer, which plans shall be subject to the City Engineer's review and approval. The excavation plans shall show the location of the proposed excavation, as well as the location of all known existing pipes, sewers, conduits, improvements and other facilities in or under any Street or public property in which the franchise property is located with an adequate description of the proposed work, including an estimate of the duration of the interference with any street traffic. The issuance of any excavation permit for the repair, modification or replacement of a pipeline for the transmission of flammable or combustible liquids, gases or hazardous materials, shall be as prescribed by the Fire Chief of the Los Angeles County Fire Department in accordance with Chapter 13.14 of the South Gate Municipal Code.

- A) Where it is necessary to lay underground pipes through, under or across any portion of a paved or macadamized street, such work, where practicable and economically feasible, shall be done by a tunnel or bore so as not to disturb the foundation of such paved or macadamized street. If the same cannot be done, or if it is necessary to cut the street in order to access existing pipes and appurtenances, such work shall be done pursuant to an excavation permit, as provided in this Section 8, to be issued by the City Engineer upon application therefore.
- B) All work shall be subject to inspection by the City Engineer. All street coverings or openings, valves, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground vaults and manholes may, subject to the prior approval of the City Engineer, extend above the surface of the streets when such vents are located in parkways, between the curb and the property line. Grantee shall provide adequate traffic safety barriers, signs, devices and traffic safety warning

equipment in accordance with City ordinances, rules or regulations, and shall comply with such additional safety measures as the City Engineer may direct.

SECTION 9: Emergency Procedures.

- A) Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. The initial draft of that emergency response plan shall be delivered to the City Engineer not later than the Effective Date. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements.
- B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.
- C) If any portion of any Street is damaged by reason of defects in the Pipeline and Appurtenances, or any portion thereof, or by reason of any other cause attributable to or arising from the operation of the Pipeline and Appurtenances, the Grantee shall, at its sole cost and expense, immediately repair all damages and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.
- D) If Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative

overhead expenses. Grantee shall pay such costs to City within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 10: Records.

- A) Grantee acknowledges that the City's records may not be complete and that pipelines and appurtenant structures unrelated to the Pipeline, and previously unknown to City, are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.
- B) Grantee shall keep and preserve, within the County of Los Angeles for a period of ten (10) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.
- C) At all reasonable times, Grantee shall permit the City or its duly authorized representative to examine the Pipeline and Appurtenances and, with the exception of records or other materials containing confidential or proprietary information, to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipeline and Appurtenances and/or the financial condition of the Grantee with respect thereto.

SECTION 11 Early Termination of Franchise.

- A) If Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.
- B) If Grantee voluntarily surrenders, abandons, assigns, transfers, sells or leases the Franchise without the prior express written consent of the City (which consent shall not be unreasonably withheld), the City may terminate this Franchise.
- C) The Franchise shall automatically terminate if another governmental entity acquires by eminent domain the Streets beneath which the Pipelines and Appurtenances are located.
- D) In the event of noncompliance by Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

SECTION 12: Removal or Abandonment of Facilities.

- A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of the Pipeline or Appurtenances, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such proposed abandonment or removal may be effected. He or she shall then notify Grantee of his or her determinations.
- B) Within thirty (30) days after receipt of such notice, Grantee shall apply for a permit from the Public Works Department to abandon or remove the Pipeline and Appurtenances (or portion thereof, as appropriate).
- C) Grantee shall, within ninety (90) days after obtaining such permit, commence the work authorized by the permit, and shall thereafter diligently prosecute that work to completion.

SECTION 13: Effective Date. This Ordinance shall take effect and be in force on the date (“Effective Date”) which is thirty (30) days after its adoption.

SECTION 14: Posting of Ordinance. The City Clerk shall certify to the adoption of this Ordinance and shall cause same to be published as required by law.

[Remainder of page left blank intentionally]

PASSED, APPROVED and ADOPTED this ___ day of _____ **2022**.


CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

CITY OF SOUTH GATE

SEP 15 2022

NOTICE OF PUBLIC HEARING

FILED

NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing to introduce an Ordinance granting a five (5) year franchise to Torrance Pipeline Company, LLC, to use, maintain, repair and replace a single pipeline beneath specified public streets, together with related appurtenances, for transmitting and distributing petroleum products.

Torrance Pipeline Company, LLC, and its successors and assigns will, during the life of the franchise, pay to the City the percentage specified in the proposed Ordinance, that the percentage will be paid annually from the date of the granting of the franchise, and in the event such payment is not made the franchise will be forfeited. A copy of the proposed Ordinance can be reviewed in the City Clerk's office during normal business hours.

DATE: Tuesday, October 11, 2022
TIME: 6:30 p.m.
LOCATION: Council Chambers
South Gate City Hall
8650 California Avenue
South Gate, CA 90280

The Public Hearing meeting will be conducted in person and through videoconferencing without a physical location from which members of the public may observe and offer public comment. Any comments may be made in person at the hearing or in writing to the City Clerk or the City Council prior to the hearing.

You may access the hearings through Zoom or a phone call. For the updated Dial-in Number and Conference Code for the October 11, 2022, City Council meeting, please visit the City's website at www.cityofsouthgate.org/AgendaCenter.

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

NOTICE IS HEREBY GIVEN by order of the City Clerk of said City and is dated September 15, 2022.



Yodit Glaze, City Clerk

Publication date: Thursday, September 22, 2022

Account Number: 100-701-31-6302

ORDINANCE NO. 2329**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE GRANTING A FIVE (5) YEAR FRANCHISE AGREEMENT TO TORRANCE PIPELINE COMPANY, LLC TO USE, MAINTAIN, REPAIR AND REPLACE A SINGLE PIPELINE BENEATH SPECIFIED PUBLIC STREETS, TOGETHER WITH RELATED APPURTENANCES, FOR TRANSMITTING AND DISTRIBUTING OIL AND OIL PRODUCTS**

WHEREAS, on August 14, 2012, the South Gate City Council adopted Ordinance No. 2297, granting ExxonMobil Oil Corporation, a New York corporation ("Exxon"), a franchise to operate the Pipeline identified in Section 1.D of this Ordinance, below (Pipeline); and

WHEREAS, Exxon has sold the Pipeline to Torrance Pipeline Company, LLC, a Delaware limited liability company ("TPC"); and

WHEREAS, in connection with that sale, TPC has requested that the City award a new franchise agreement to TPC for the operation of the Pipeline; and

WHEREAS, pursuant to applicable federal, state and local law, including without limitation Public Utilities Code Sections 6231 through 6235 and Title 13 of the South Gate Municipal Code, the City is authorized to grant pipeline franchises within the City of South Gate; and

WHEREAS, on July 12, 2016, the City Council adopted Resolution No. 7716 declaring its intention to grant a franchise to TPC relative to the Pipeline; and

WHEREAS, on July 21, 2016, a Notice of Public Hearing was published in *The Press*, a newspaper meeting the statutory qualifications for publishing such notices; and

WHEREAS, after proper notice the City Council conducted a public hearing regarding the granting of such franchise; and

WHEREAS, on August 23, 2016, following a public hearing, the City Council introduced Ordinance No. 2329;

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

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

- A) The word "**City**" shall mean the City of South Gate, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- B) The word "**Franchise**" shall mean and include any authorization by the City to transmit and distribute thereof for any and all purposes under those portions of the specific streets identified in Section 1.D of this Ordinance by means of pipes and appurtenances for conducting, transporting, conveying, and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, and similar liquid substances for any and all purposes.
- C) The word "**Grantee**" shall mean Torrance Pipeline Company, a Delaware limited liability company, which is the entity to whom the Franchise contemplated in this Ordinance is granted, and its lawful successors or assigns.
- D) The word "**Pipeline**" shall mean that certain 8,960 foot long, 12-inch diameter pipeline (located beneath Santa Fe Avenue from Independence Avenue to Southern Avenue, beneath Southern Avenue from Santa Fe Avenue to Alameda Street, and beneath Alameda Street from Southern Avenue to Seminole Avenue) commonly referred to by Exxon as Pipeline No. M-145, and which shall be used for conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, and similar liquid substances.
- E) The phrase "**Pipeline and Appurtenances**" shall mean the Pipeline and any appurtenant or related appliance, attachment, cable, cathodic protective device, conduit, equipment, fitting, gauge, main, manhole, meter, pump, regulator, service, trap, valve, vault, vent or wire, where located under, along, across or upon Santa Fe Avenue, Southern Avenue and Alameda Street in the vicinity of the Pipeline.
- F) The phrase "**Pipeline Franchise Ordinance**" shall mean that certain pipeline franchise Ordinance adopted by the City Council of the City and codified at Chapters 13.02 through 13.18, inclusive, of the South Gate Municipal Code.
- G) The phrase "**Street**" shall mean the public streets, alleys and places within the City of South Gate as the same now or may hereafter exist, and in which the City has the opportunity to grant a franchise.

SECTION 2. The right, privilege and franchise, subject to all terms and conditions contained in this Ordinance, and pursuant to the provisions of the Division 3, Chapter 2 of the California Public Utilities Code, known as the Franchise Act of 1937, is hereby granted to Grantee, to operate, maintain, use, repair, replace, relocate and

remove the Pipeline and Appurtenances for the purpose of conducting, transporting, conveying and carrying oil, gas, gasoline, petroleum, wet gas, hydrocarbon substances, and similar liquid substances under and across the City's right-of-way upon the terms and conditions set forth in Section 3, below.

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

SECTION 4. The Franchise shall be for a term of five (5) years commencing September 13, 2016 and expiring September 13, 2021, unless terminated earlier for any of the following reasons:

- A) The Grantee shall fail, within thirty (30) days after the passage of this Ordinance granting the Franchise, to file with the City Clerk a written acceptance of the terms and conditions of this Ordinance as specified in Section 14 of this Ordinance, below, in which case the Franchise shall expire immediately and be of no force or effect; or
- B) The Franchise is forfeited by the Grantee due to the Grantee's noncompliance with the terms and conditions of the Franchise, in which case such termination shall be immediate following the expiration of any applicable cure periods available to the Grantee under this Ordinance or applicable law; or
- C) The Franchise is voluntarily surrendered or abandoned by the Grantee, or assigned, transferred, sold or leased without the prior express written consent of the City, which assignment shall not be unreasonably withheld; or
- D) The State of California, the City, or some other municipal or public entity duly authorized by law shall purchase the streets beneath which the Pipeline is located by voluntary agreement, or shall condemn and take same under the power of eminent domain.

SECTION 5.

- A) On or before commencement of any franchise operations, the Grantee shall obtain or provide satisfactory evidence of having policies of liability and worker's compensation insurance from companies authorized to transact business in the State of California by the Insurance Commissioner of California as provided by Section 13.08.050 of Chapter 13.08, Division 1 of Title 13.
- B) The Grantee shall file with the City Clerk prior to commencement of any franchise operations, either certified copies of the policies or a certificate of insurance for each of the required policies executed by the company issuing the policy, certifying that the policy is in force and as provided by Section 13.08.050 of Chapter 13.08, Division 1 of Title 13.

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

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

- A) An initial franchise fee of eleven thousand two hundred fifty five dollars (\$11,255.00) pursuant to Section 13.10.010 of Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, prior to the adoption of this Ordinance; and
- B) A base annual fee for times hereafter specified, in lawful money of the United States, as authorized by Section 6231.5 of the California Public Utilities Code, which annual fee shall be Eighteen Thousand Nine Hundred Thirty-Four Dollars and Twenty-Seven Cents (\$18,934.27), computed as follows:

\$0.08805 multiplied by two times the internal diameter of pipeline (in inches), multiplied by the number of linear feet of pipeline actually installed or maintained in the public streets, alleys and way under the authority of this franchise.

Said initial base annual fee shall be due and payable annually, during the term of the Franchise, at the end of each "Franchise payment period" as defined in 13.06.080 (2) of Chapter 13.06, Division 1 of Title 13 of the South Gate Municipal Code.

- C) Pursuant to Section 13.10.060 of the Chapter 13.10, Division 1, of Title 13 of the South Gate Municipal Code, Franchisee shall pay a late fee equal to ten percent (10%) of any payment due hereunder, where such payment remains unpaid beyond thirty (30) days after the date on which such payment is due.
- D) Any neglect, omission or refusal by the Grantee to make any such payment as and when due, or to file any related statement, certification or verification as to the required payment reasonably required by the City, at the times or in the manner required herein and in the Pipeline Franchise Ordinance, shall be grounds for the declaration of a forfeiture of the Franchise and of all rights hereunder after thirty (30) days' notice to cure has expired as provided for in Section 12.
- E) The Grantee shall file with the City Clerk, within three (3) months after the expiration of the calendar year following the effective date of its Franchise, a verified statement setting forth in details the Grantee's computation of the annual fee which is payable for the preceding franchise payment period of the annual fee. Any neglect, omission or refusal by the Grantee to file the verified statement, or to pay the annual fee, at the times or in the manner herein provided, shall constitute grounds for the declaration of a forfeiture of this Franchise and of all rights of the Grantee hereunder.
- F) In the event of abandonment of facilities with the approval of the City as elsewhere in this Ordinance provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due the City for occupancy of the roads or highways by such facilities shall be prorated for the calendar year in which such removal or abandonment occurs as of the end of the calendar month in which removed or abandoned.

SECTION 7. Within ninety (90) days following the date in which Pipeline and Appurtenances or any portion thereof have been modified or removed under this Franchise, the Grantee shall file a plan or plans in such forms as may be required by the City's City Engineer showing the accurate location and size of such modified Pipeline and Appurtenances then in place within the locations identified in Section 1.D of this Ordinance, above.

SECTION 8. The Grantee of this Franchise shall:

- A) Maintain the Pipeline and Appurtenances in accordance with and in conformity with all City, County, State and Federal ordinances, statutes, rules, regulations and other laws (whether now existing or hereafter adopted) applicable to the installation, location, use, maintenance and/or removal of the Pipeline and Appurtenances;
- B) Pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Grantee under this Franchise, including restoring the Street to its original condition upon the removal of all or any portions

of the Pipeline and Appurtenances, or upon the termination or non-renewal of the Franchise;

- C) Indemnify and hold harmless the City, its officers and employees from any and all liability for damages proximately resulting from the Grantee's acts or omissions under this Franchise; and be liable to the City for all damages proximately resulting from the failure of said Grantee well and faithfully to observe and perform each and every provision of this Franchise;
- D) Remove or relocate, at the request of the City and without expense to the City, any or all of the Pipeline and Appurtenances if and when made necessary by any lawful change of grade, alignment or width of the affected Street;
- E) Use, operate, repair or modify any pipeline for the transportation of flammable or combustible liquids, in a manner prescribed by the California State Fire Marshall, and/or Chief of Los Angeles Fire Department in accordance with Chapter 13.14, Division 1, of Title 13 of the South Gate Municipal Code; and
- F) Submit certified test results for the pipeline subject to the provision of the Pipeline Safety Act of 1981, California Government Code Section 51010, et seq. The testing shall be conducted as required by the California State Fire Marshal, and certified test results shall be requested by the City from the Fire Marshal. In the event the State Fire Marshal shall fail to provide such certified test results to the City, grantee shall provide such test results to the City upon request; and
- G) Submit a written petition of franchise renewal to the City at least ninety (90) days prior to the expiration date.

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

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

appurtenances, such work shall be done pursuant to an excavation permit, as provided in above paragraph, to be issued by the City Engineer upon application therefore.

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

SECTION 10.

- A) The Grantee shall develop and maintain an emergency response plan, satisfactory to the City Engineer, which covers all franchise operations within the City. In general, an emergency response plan meeting the requirements of Federal and State law and containing the information contained in this section shall be acceptable. The emergency response plan shall include a 24-hour notification program and proof of arrangements capable of providing emergency response services, including but not limited to traffic control, street excavation, pipeline repair, and supplies and services as necessary, within two (2) hours of notification of any problem, and such other information as the City Engineer shall reasonably require. Repairs to a public street, alley or parkway shall be completed within seventy-two (72) hours unless otherwise authorized by the City Engineer. The City Engineer shall be notified ten (10) days in advance of any proposed change in such arrangements. Grantee's emergency response plan shall be submitted to the City Engineer within thirty (30) days after the effective date of the Franchise.
- B) Whenever any Pipeline or Appurtenance breaks or leaks so as to cause the release of oil or products thereof into the public right-of-way, Grantee, and any other person using or controlling the Pipeline or Appurtenance, shall immediately notify the City's Police Department and Public Works Department and shall implement precautionary safety measures including traffic control, system shutdown, valve closures, and public notification. In the event of an emergency which threatens life, health, safety or property, and where it is not possible to obtain an excavation permit prior to commencement of the work, the Grantee may commence such work; provided, however, that within seventy-two (72) hours thereafter the Grantee shall make application to the City Engineer for an excavation permit in accordance with the procedures specified herein. The City Engineer may impose conditions upon the issuance of the excavation permit, and all work shall be subject to inspection. Adequate traffic safety barriers shall be maintained at all times, and any damaged portion of the Street shall be restored to its original condition.

- C) If any portion of any Street is damaged by reason of defects in the Pipeline and Appurtenances, or any portion thereof, or by reason of any other cause attributable to or arising from the operation of the Pipeline and Appurtenances, the Grantee shall, at its sole cost and expense, immediately repair all damages and restore the Street to the condition existing before such damage occurred. All such work shall be done under the direction of the City Engineer, and to the reasonable satisfaction of the City Engineer. Grantee shall repair such damage and restore the Street within three (3) working days after written demand therefore by the City Engineer, or such other period as the City Engineer may authorize when required for the protection of the public health and safety.
- D) If the Grantee, after reasonable notice, fails or refuses to pave, surface, grade, repave, resurface or regrade as required by the provisions of this Franchise, the City may cause the work to be done and shall keep an itemized account of all costs, including reasonable administrative overhead expenses, Grantee shall pay such costs to City within thirty (30) days after presentation to Grantee of an itemized account of such costs.

SECTION 11.

- A) Grantee acknowledges that the City's records may not be complete and that pipelines and appurtenant structures unrelated to the Pipeline, and previously unknown to City, are frequently discovered. Consequently, by granting this Franchise or by approving any excavation permit requested by Grantee, the City does not warrant the accuracy of information supplied to the Grantee by the City regarding the location or existence of other facilities. Nothing herein shall be deemed to make the City, or any officer, agent or employee of the City, responsible or liable to the Grantee or to any other person by virtue of the City's approval of excavation permits and/or plans, regardless of whether any information is supplied by the City to the Grantee pertaining to the location of existing pipes, facilities or other improvements on, in or under any Street or other public property.
- B) The Grantee shall keep and preserve, within the County of Los Angeles for a period of five (5) years, subsequent to the date of the most recent franchise fee determination as ascertained by an audit made by the City or on its behalf, all the records necessary to determine the amount of such franchise fee.
- C) At all reasonable times, the Grantee shall permit the City or its duly authorized representative, to examine the Pipeline and Appurtenances and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and associated with the Pipeline and Appurtenances and/or the financial condition of the Grantee with respect thereto.

SECTION 12.

- A) If the Grantee shall fail, neglect or refuse to comply with any of the provisions or conditions of this Franchise, and shall not, within thirty (30) days after written demand for compliance, begin the work of compliance, or after commencing such compliance shall fail to prosecute the same with due diligence to completion, then the City, acting by and through its legislative body, may declare this Franchise forfeited.
- B) In the event of noncompliance by the Grantee with any of the conditions hereof, the City may, in addition to all other remedies provided for herein, bring suit for the forfeiture or termination of this Franchise.

SECTION 13.

- A) At the expiration, revocation or termination of this Franchise or of the permanent discontinuance of the use of all or a portion of the Pipeline or Appurtenances, the Grantee shall, within thirty (30) days thereafter, make written application to the Director of Public Works for authority either to: (1) abandon all or a portion of such facilities in place; or (2) remove all or a portion of such facilities. Such application shall describe the facilities desired to be abandoned, their location with reference to City highways, and shall describe with reasonable accuracy the physical condition of such facilities. The Director of Public Works shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest and under what conditions such proposed abandonment or removal may be effected. He or she shall then notify the Grantee of his or her determinations.
- B) Within thirty (30) days after receipt of such notice, the Grantee shall apply for a permit from the Public Works Department to abandon or remove the Pipeline and Appurtenances (or portion thereof, as appropriate).
- C) The Grantee shall, within ninety (90) days after obtaining such permit, commence and diligently prosecute to completion the work authorized by the permit.

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

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

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

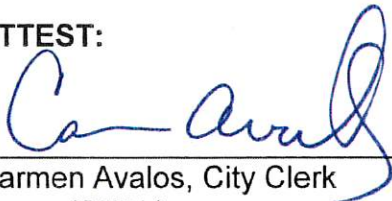
PASSED, APPROVED AND ADOPTED this 13th day of September 2016.

CITY OF SOUTH GATE:



W.H. (Bill) De Witt, Mayor

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

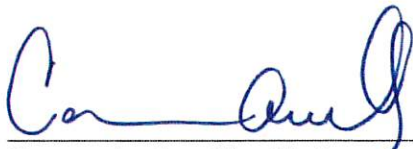
ORDINANCE CERTIFICATION PAGE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH GATE)

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Ordinance No. 2329 was adopted by the City Council at their Regular Meeting held on September 13, 2016, by the following vote:

Ayes: Council Members: De Witt, Davila, Hurtado and Bernal
Noes: Council Members: None
Absent: Council Members: Morales
Abstain: Council Members: None

Witness my hand and the seal of said City on September 15, 2016.



Carmen Avalos, City Clerk
City of South Gate, California



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



October 22, 2021

Kenneth Tang
City of South Gate
8650 California Road
South Gate, California 90280

SUBJECT: TORRANCE PIPELINE COMPANY LLC (TLC) M-145 (OSFM LINE #0205)

Dear Mr. Tang:

The Office of the State Fire Marshal (OSFM) confirms that Torrance Pipeline Company (TLC) is in compliance with Federal and State laws and regulations regarding the maintenance and operation of the below referenced pipeline in the City of South Gate.

TLC's M -145-line flows from TLC Torrance meter station to TLC Vernon Terminal with a connection to Kinder Morgan Watson station. M-145 is 12" in diameter and is 18.26 miles in total length.

TLC is required to operate and maintain its pipelines pursuant to the California Pipeline Safety Act and the U.S. DOT Code of Federal Regulations (CFR). A standard inspection of this pipeline was conducted in March 2016 with no violations found. A successful pressure test was last conducted on January 1, 2019. An internal inspection of the pipeline (Smart Pig) was performed on December 19, 2019.

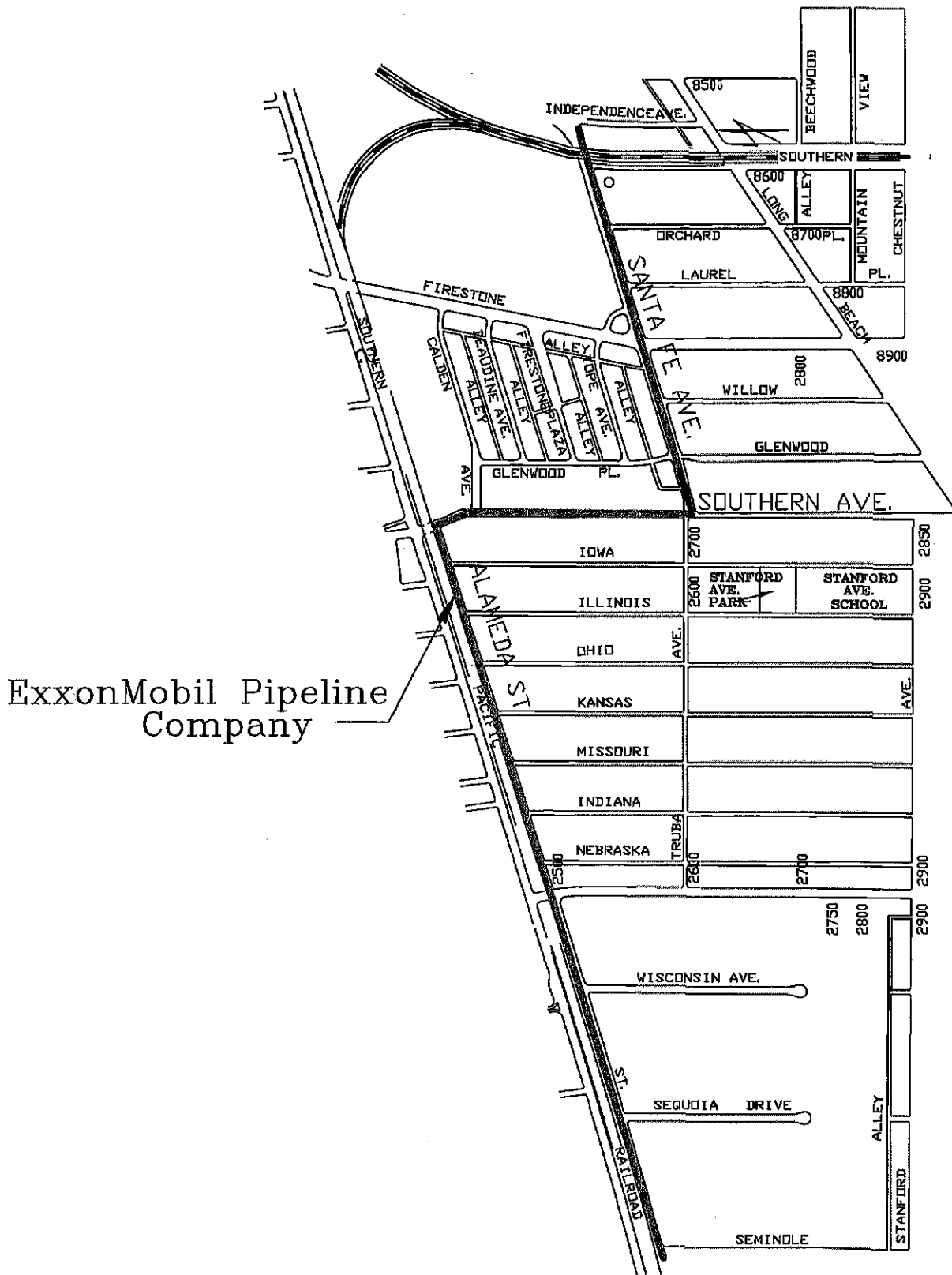
If you have any questions, please do not hesitate to contact me.

Sincerely,

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

"The Department of Forestry and Fire Protection serves and safeguards the people and protects the property and resources of California."

EXXONMOBIL OIL CORPORATION



October 25, 2021

SEP 29 2022
4:30 pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022

Originating Department: Police

Department Director: Darren Arakawa City Manager: Chris Jeffers
Darren Arakawa Chris Jeffers

SUBJECT: PROPOSED USE OF 2020 HOMELAND SECURITY GRANT PROGRAM (SHSP) DIRECTLY TO THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) FOR THE 2020 STATE HOMELAND SECURITY PROGRAM (SHSP), FAIN #037-00000, FEDERAL AWARD DATED OCTOBER 23, 2020, WITH A PERFORMANCE PERIOD OF SEPTEMBER 1, 2020, TO MAY 31, 2023.

PURPOSE: To approve the use of 2020 SHSP funds in the amount of \$14,185 to enhance communication equipment, and capabilities to prevent, respond, and recover from threats or acts of terrorism.

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

- a. Authorizing utilization of 2020 Homeland Security Grant Program Funds in the amount of \$14,185 for the purchase of communications equipment and accessories, plus installation, for the Police Department;
- b. Increasing the Fiscal Year 2022/23 revenue projection in Account Number 232-541 (Law Enforcement Grants – Homeland Security Grant) to \$14,185;
- c. Amending the Fiscal Year 2022/23 Law Enforcement Grants Fund Budget by appropriating \$14,185 to Account Number 232-541-21-6204 (Law Enforcement Grants – Homeland Security Grant – Small Tools & Equipment) for the purchase of unit radios, portable radios, charging stations and accessories; and
- d. Authorizing the City Manager to execute the State Homeland Security Grant Program Subrecipient Agreement for Grant Year 2020.

FISCAL IMPACT: There is no fiscal impact to the General Fund and no requirement for the City to match these grant funds. The total amount of funding that is allocated to the City for Fiscal Year 2022/23 is \$14,185.

PUBLIC NOTICE: A legal notice was published in the *South Gate Press* newspaper on September 22, 2022.

ANALYSIS: None

BACKGROUND: The U.S. Department of Homeland Security through the Office of Grants and Training has provided financial assistance for the SHSP directly to the California Governor's Office of Emergency Services (Cal OES) for the 2020 SHSP, FAIN #037-00000, Federal Award dated October 23, 2020, with a performance period of September 1, 2020, to May 31, 2023.

Cal OES is providing these funds to the County of Los Angeles (DUNS #052238763) as its Subgrantee. Cal OES is responsible for managing and overseeing the SHSP funds that are distributed to municipal jurisdictions within Los Angeles County. This specific financial assistance is being provided to the South Gate Police Department to address communication equipment, training, and needs of the department to assist in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism.

The County of Los Angeles as a Subgrantee has obtained approval of the 2020 SHSP grant from Cal OES in the total amount of \$10,593,612 and the South Gate Police Department has been allocated funds in the amount of \$14,185.

ATTACHMENTS: A. 2020 Homeland Security Grant Program Subrecipient Agreement
B. Public Hearing Notice

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2020***

***Between the
County of Los Angeles
and the
City of South Gate***

**SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF SOUTH GATE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of South Gate, a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 – Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2020 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 23, 2020 with a performance period of September 1, 2020 to May 31, 2023. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles (DUNS #052238763) as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2020 SHSP grant from Cal OES in the total amount of \$10,593,612.00; and

WHEREAS, the CEO now wishes to distribute 2020 SHSP grant funds to the Subrecipient in the amount of \$14,185.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 20, 2021 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of SOUTH GATE, a public agency, having its principal office at 8650 CALIFORNIA AVE, SOUTH GATE, CA 90280

§102. Representatives of the Parties and Service of Notices

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

1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, HSGP Grants Director
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
chirakawa@ceo.lacounty.gov

Melissa Tarver
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-3338
Fax: (213) 687-3765
mtarver@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	DARREN ARAKAWA, CHIEF OF POLICE
Organizational DUNS Number	082201310
Address:	8620 CALIFORNIA AVE
City/State/Zip:	SOUTH GATE, CA 90280
Phone:	323-563-5408
FAX:	323-563-5488
Email:	DARAKAWA@SOGATE.ORG

With a copy to:

Name and Title:	YODIT GLAZE
Address:	8650 CALIFORNIA AVE
City/State/Zip:	SOUTH GATE, CA 90280
Phone:	323-563-9511
FAX:	323-563-5411
Email:	VGLAZE@SOGATE.ORG

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2020 to February 28, 2023, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2020 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 2 CFR Part 200, to CEO no later than March 31st (fiscal year ending June 30) or June 30th (fiscal year ending September 30) of the year following the reporting period.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2020 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2020 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

- 1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.
 4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.
- M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.
- N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.
- P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.
- Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.
- S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$14,185.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The

grant amount represents the amount allocated to Subrecipient in the 2020 SHSP Grant Award Letter from Cal OES.

- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.
- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be

terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for

herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement,

and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father,

mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must

substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age

Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the

execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds

that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2020 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated

2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption

to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY _____
FESIA A. DAVENPORT Date
Chief Executive Officer

BY _____
CELIA ZAVALA
Executive Officer, Board of Supervisors

BY _____
ARLENE BARRERA
Auditor-Controller

APPROVED AS TO FORM
RODRIGO A. CASTRO-SILVA
County Counsel

BY _____
Deputy County Counsel

BY _____
Mayor (Signature) (Print Name) Date

APPROVED AS TO FORM

BY  _____
City Attorney (Signature) (Print Name) Date
PAUL SALINAS 9/29/2022

ATTEST

BY _____
City Clerk (Signature) (Print Name) Date

SEP 15 2022

FILED

CITY OF SOUTH GATE
NOTICE OF PUBLIC HEARING

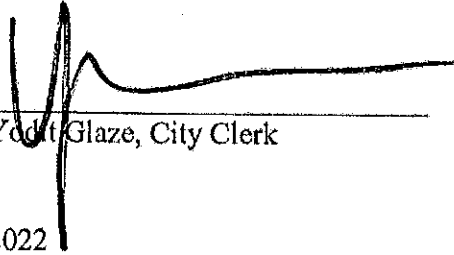
NOTICE IS HEREBY GIVEN that the City Council of South Gate, California will conduct a public hearing for the purpose of discussing and considering the use of the State Homeland Security Program Subrecipient Agreement Grant Year 2020.

State Homeland Security Program Subrecipient Agreement Grant Year 2020 award to the South Gate Police Department is in the amount of \$14,185. A copy of the City Council Agenda Bill with the grant agreement and budget of the program may be reviewed in the City Clerk's office during normal business hours. The Public Hearing is scheduled for:

DATE: TUESDAY, October 11, 2022
TIME: 6:30 P.M.
LOCATION: COUNCIL CHAMBERS
SOUTH GATE CITY HALL
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280

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

THIS NOTICE IS GIVEN by order of the City Clerk of said City and is dated this September 15, 2022.



Yoda Glaze, City Clerk

Publication date: September 22, 2022

CITY MANAGER'S OFFICE

SEP 29 2022

4:36pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Chris Jeffers

SUBJECT: RESOLUTION APPROVING THE MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE-FUNDED PROJECTS, NO. 07-5257S21 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

PURPOSE: The City is required to have an agreement with State of California, Department of Transportation (“Caltrans”) for the utilization of state funded transportation projects. It is necessary to approve a new Agency-State Master Agreement.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Adopting a Resolution approving the Master Agreement, Administering Agency-State Agreement for State-Funded Projects, No. 07-5257S21 ("Agreement") with the State of California Department of Transportation; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- c. Authorizing the City Manager and the Assistant City Manager/Director of Public Works to execute Program Supplement Agreements and other related documents for state funded projects.

FISCAL IMPACT: There is no fiscal impact to the General Fund.

ANALYSIS: Federal and state transportation funds are administered by Caltrans. Caltrans requires local agencies that use federal and state transportation funds to enter into Agency-State Master Agreements (this allows Caltrans to ensure agencies follow federal and state regulations and policies to use these transportation funds). The Agency-State Master Agreement establishes the terms and conditions applicable to the local agency in their use of state transportation funds. The proposed Resolution authorizes the replacement of the existing Agency-State Master Agreement between the City and Caltrans, which was entered into in 2011. The new Agency-State agreement incorporates new state policy changes.

If approved, the Resolution will authorize the Mayor to sign the new Master Agreement and authorize the City Manager and Assistant City Manager/Public Works Director to execute Program Supplement Agreements and other related documents as necessary to secure authorizations of the

funds. A Program Supplement Agreement serves to incorporate a project and its designated state funding into the Master Agreement for the life of the project.

BACKGROUND: The Public Works Department manages over \$93 million in funds as a part of the Capital Improvement Program (CIP). Approximately 26% of the funds come from federal and state transportation grants, such as, the Highway Safety Improvement Program, Active Transportation Program and Surface Transportation Program Local.

The Agreement is a requirement from Caltrans to utilize funds overseen by them for transportation projects. In August of 2022, Caltrans requested that the City adopt a new master agreement due to new regulations to continue to receive state transportation funds.

The following are requirements of the Agreement: (a) the City is required to execute project-specific Program Supplement Agreements prior to utilizing State Transportation Funds, (b) the City must follow the requirements of the Caltrans Local Assistance Procedures Manual to secure funds, (c) the City shall secure California Transportation Commission approval for the allocation of State funds (d) the City shall secure an "Authorization/Agreement Summary" known as an "E-76" prior to commencing any work, and (e) City shall submit reimbursement requests at a minimum biannually.

Highlights of the new regulations and policies added to the Master Agreement include: (a) Funds are required to have approval from the California Transportation Commission, (b) a timely use of funds provision has been added to each phase (environmental, design, construction) of the project, and (c) all agreements with contractors and subcontractor are subject to inspections and audits from the state.

The existing Agreement No. 00336S (Contract No. 2722A) was approved on January 3, 2011. On February 22, 2011, City Council adopted Resolution No. 7414 authorizing the City Manager to execute project specific supplement agreements and the Director of Public Works/City Engineer and his/her designee to execute all other related project documents. This agreement will be supplanted by the proposed Agreement.

- ATTACHMENTS:**
- A. Proposed Resolution
 - B. Proposed Master Agreement No. 07-5257S21
 - C. Resolution No. 7414
 - D. Master Administering Agency-State Agreement No. 00336S

GD:lc

RESOLUTION NO. _____**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE
APPROVING THE MASTER AGREEMENT, ADMINISTERING AGENCY-
STATE AGREEMENT FOR STATE-FUNDED PROJECTS, AGREEMENT
NO. 07-5257S21 WITH THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the Congress of the United States has enacted transportation authorization bills to fund transportation programs and the State of California is the recipient of said federal funds; and

WHEREAS, the State of California, Department of Transportation ("Caltrans") has enacted legislation making federal-aid funds available for local transportation related projects in accordance with the intent of the federal law; and

WHEREAS, before state funds can be made available to the City of South Gate ("City"), Caltrans requires the City enter into an Agency-State Master Agreement to establish the terms and conditions applicable for the use of those state transportation funds; and

WHEREAS, the City and Caltrans have executed Agency-State Master Agreement No. 00336S by Resolution 7414 approved in February 2011; and

WHEREAS, Caltrans has updated the State Master Agreement. The City will need to rescind the Agency-State Master Agreement No. 00336S and execute the Master Agreement Administering Agency-State Agreement for State-Funded Projects, Agreement No. 07-5257S21 ("Master Agreement"); and

WHEREAS, the City is also required to execute project-specific Program Supplement Agreements ("Program Supplement Agreements") to the Master Agreement for all local transportation projects funded with state funds; and

WHEREAS, to secure the state grant funds, the City is also required to submit all applicable documents in compliance with Caltrans Local Assistance Procedures Manual (LAPM) such as Right-of-Way Certifications, Finance Letters, Request for Authorizations to Proceed (RFAs) and reimbursement requests; and

WHEREAS, the Master Agreement, Program Supplement Agreements and the LAPM documents require signatures of an authorized City representative.

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 recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2. The City Council does hereby approve the Master Agreement Administering Agency-State Agreement for State Funded Projects, Agreement No. 07-5257S21.

SECTION 3. The City Council does hereby authorize the Mayor to execute the Master Agreement No. 07-5257S21 in a form acceptable to the City Attorney.

SECTION 4. Furthermore, the City Council does hereby authorize the City Manager and/or Assistant City Manager/Director of Public Works and/or his/her designee to execute Program Supplement Agreements and all other related project documents and certifications to Administering Agency-State Master Agreement No. 07-5257S21 for projects funded with state funds.

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 11th day of **October 2022**.

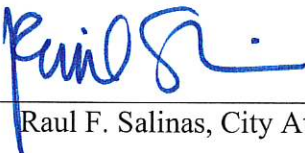
CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

07 City of South Gate

District Administering Agency

Agreement No. 07-5257S21

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between the City of South Gate, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess

of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is

constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.
6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.
7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.
8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.
9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.
10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.
11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the

extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of South Gate

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of South Gate
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

RESOLUTION NO. 7414**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH GATE APPROVING CITY-STATE MASTER
AGREEMENT NO. 00336S AND AUTHORIZING EXECUTION
OF PROGRAM SUPPLEMENT AGREEMENTS AND OTHER
RELATED DOCUMENTS FOR STATE AND/OR FEDERALLY
FUNDED PROJECTS BY CITY MANAGER AND CITY
ENGINEER, RESPECTIVELY**

WHEREAS, the City is required to execute Administering Agency-State Agreement for State-Aid Projects, No. 00336S ("Master Agreement"), with the State of California, Department of Transportation ("Caltrans") for all local transportation projects funded with State grants; and

WHEREAS, the City is required to execute Program Supplements to said Master Agreement in order to secure State funds; and

WHEREAS, the City in compliance with Caltrans Local Assistance Manual guidelines is required to submit all applicable documents such as Right-of-Way certification, Finance Letter, Environmental documents and "Request for Authorization to Proceed" to Caltrans for review and approval in order to secure funding; and

WHEREAS, said documents require signature of the City's authorized representative in several areas; and

WHEREAS, said documents are typically signed by the City Engineer and/or his/her designee; and

WHEREAS, upon State's and approval of the City's submittals the City is required to execute Program Supplement Agreement ("Program Supplement Agreement") to Master Agreement (No. 00336S, etc.) for execution for all local transportation projects funded with State or Federal funds; and

WHEREAS, the City is required to execute Program Supplement Agreement No. 0H78 Rev. 000 and 0H79 Rev. 000 ("Program Supplement Agreement") for Safe Route to School Grant SR2SL-5257(027) and Safe Route to School Grant SR2SL-5257(028) ("Projects"), respectively; and

WHEREAS, timely execution of said documents and program supplement agreements would enable the City to secure funding, proceed with the project and be adequately reimbursed; and

WHEREAS, adoption of this resolution will enable the City Manager to execute Program Supplement Agreement to said Master Agreement and City Engineer and his/her designee to execute all other related project documents.

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

SECTION 1. The City Council hereby approves Master Agreement No. 00336S.

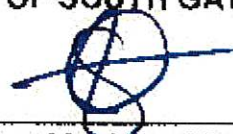
SECTION 2. The City Council authorizes the Mayor to execute Master Agreement No. 00336S in a form acceptable by the City Attorney.

SECTION 3. The City Council authorizes the City Manager to execute Program Supplement Agreements to City-State Master Agreement No. 00336S and City Engineer and/or his/her designee to execute all other related documents and certifications for projects funded by Federal and/or State funds.

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

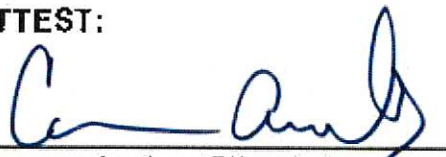
PASSED, APPROVED and ADOPTED this 22nd day of February, 2011.

CITY OF SOUTH GATE:



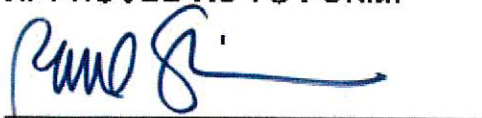
Gregory Martinez, Mayor

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

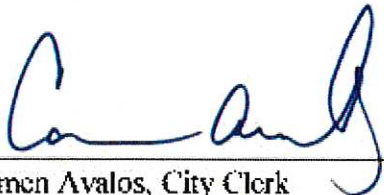
RESOLUTION CERTIFICATION PAGE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH GATE)

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 7414 was adopted by the City Council at their Regular Meeting held on February 22, 2011, by the following vote:

Ayes: Council Members: Martinez, Davila, Hurtado, De Witt and Gonzalez
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Witness my hand and the seal of said City on March 23, 2011.



Carmen Avalos, City Clerk
City of South Gate, California

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

ATTACHMENT D

Contract No. 2722A

07 City of South Gate

District Administering Agency

Agreement No. 00336S

This AGREEMENT, is entered into effective this 3rd day of January 2011, by and between the City of South Gate, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.
7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.
8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.
6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.
9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By *Nabeel Akhavan*

P Chief, Office of Project Implementation
Division of Local Assistance

Date 5/3/2011

City of South Gate

By *[Signature]*
Mayer on January 3, 2011

City of South Gate
Representative Name & Title
(Authorized Governing Body Representative)

Date 04/07/11

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

RESOLUTION NO. 7414

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH GATE APPROVING CITY-STATE MASTER
AGREEMENT NO. 00336S AND AUTHORIZING EXECUTION
OF PROGRAM SUPPLEMENT AGREEMENTS AND OTHER
RELATED DOCUMENTS FOR STATE AND/OR FEDERALLY
FUNDED PROJECTS BY CITY MANAGER AND CITY
ENGINEER, RESPECTIVELY**

WHEREAS, the City is required to execute Administering Agency-State Agreement for State-Aid Projects, No. 00336S ("Master Agreement"), with the State of California, Department of Transportation ("Caltrans") for all local transportation projects funded with State grants; and

WHEREAS, the City is required to execute Program Supplements to said Master Agreement in order to secure State funds; and

WHEREAS, the City in compliance with Caltrans Local Assistance Manual guidelines is required to submit all applicable documents such as Right-of-Way certification, Finance Letter, Environmental documents and "Request for Authorization to Proceed" to Caltrans for review and approval in order to secure funding; and

WHEREAS, said documents require signature of the City's authorized representative in several areas; and

WHEREAS, said documents are typically signed by the City Engineer and/or his/her designee; and

WHEREAS, upon State's and approval of the City's submittals the City is required to execute Program Supplement Agreement ("Program Supplement Agreement") to Master Agreement (No. 00336S, etc.) for execution for all local transportation projects funded with State or Federal funds; and

WHEREAS, the City is required to execute Program Supplement Agreement No. 0H78 Rev. 000 and 0H79 Rev. 000 ("Program Supplement Agreement") for Safe Route to School Grant SR2SL-5257(027) and Safe Route to School Grant SR2SL-5257(028) ("Projects"), respectively; and

WHEREAS, timely execution of said documents and program supplement agreements would enable the City to secure funding, proceed with the project and be adequately reimbursed; and

WHEREAS, adoption of this resolution will enable the City Manager to execute Program Supplement Agreement to said Master Agreement and City Engineer and his/her designee to execute all other related project documents.

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

SECTION 1. The City Council hereby approves Master Agreement No. 00336S.

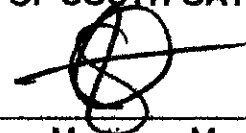
SECTION 2. The City Council authorizes the Mayor to execute Master Agreement No. 00336S in a form acceptable by the City Attorney.

SECTION 3. The City Council authorizes the City Manager to execute Program Supplement Agreements to City-State Master Agreement No. 00336S and City Engineer and/or his/her designee to execute all other related documents and certifications for projects funded by Federal and/or State funds.

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

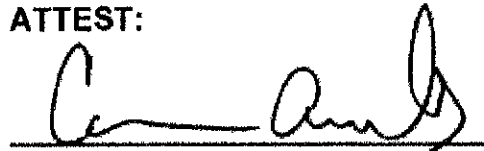
PASSED, APPROVED and ADOPTED this 22nd day of February, 2011.

CITY OF SOUTH GATE:



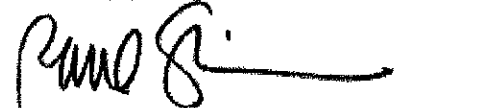
Gregory Martinez, Mayor

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

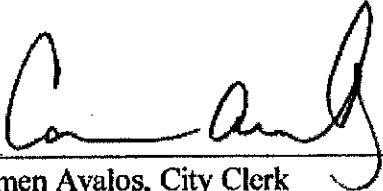
RESOLUTION CERTIFICATION PAGE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH GATE)

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 7414 was adopted by the City Council at their Regular Meeting held on February 22, 2011, by the following vote:

Ayes: Council Members: Martinez, Davila, Hurtado, De Witt and Gonzalez
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Witness my hand and the seal of said City on March 23, 2011.



Carmen Avalos, City Clerk
City of South Gate, California

CITY MANAGER'S OFFICE

SEP 29 2022

4:30 pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022

Originating Department: Public Works

Department Director:



Arturo Cervantes

City Manager:



Chris Jeffers

SUBJECT: AMENDMENT NO. 8 TO CONTRACT NO. 3340 WITH SAFNA ENGINEERING AND CONSULTING, A DIVISION OF SAFNA CORPORATION, FOR ADDITIONAL SUPPORT SERVICES FOR THE INTEGRATED ELECTRONIC SECURITY SYSTEM INSTALLATION AND MONITORING SERVICES, CITY PROJECT NO. 692-GEN

PURPOSE: SAFNA Corporation is providing project management services to prepare a Request for Proposal (RFP). Amendment No. 8 provides funding to complete the RFP and to add services necessary to manage the procurement process.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 8 to Contract No. 3340 with SAFNA Engineering & Consulting, a Division of SAFNA Corporation, formerly a Division of Heateflex Corporation, to provide additional professional services to manage the procurement process for the Integrated Electronic Security System Installation and Monitoring Services, City Project No. 692-GEN, in an amount not to exceed \$10,000;
- b. Appropriating \$4,000 in Water Funds, \$2,000 in Sewer Funds and \$4,000 in General Funds for a total of \$10,000 to Account No. 311-790-49-9118 to fund Amendment No. 8; and
- c. Authorizing the Mayor to execute Amendment No. 8 in a form acceptable to the City Attorney.

FISCAL IMPACT: The \$10,000 needed for Amendment No. 8 is proposed to be funded with appropriations to Account No. 311-790-49-9118 in the amounts of \$4,000 in Water Funds, \$2,000 in Sewer Funds and \$4,000 in General Funds. The revised project budget, including the services needed to prepare the RFP and manage the procurement process, is \$25,000.

ANALYSIS: The City's agreement with SAFNA (Contract No. 3340 and Amendment Nos. 1, 2, 3, 4, 5 and 7), provides project management services for the capital improvements project for the municipal water system. On February 8, 2022, however, the City Council approved Amendment No. 6 to prepare two Request for Proposals (RFP's) for a total fee of \$22,500 which included \$15,000 for the Project and \$7,500 for the Sewer Rate Study. To date, SAFNA has prepared the RFP and it has been issued. A preproposal meeting was held with 16 companies that could participate in submitting a bid followed by field visits on August 30, 2022. Proposals were received on September 26, 2022. The panel interviews are scheduled for October 2022 and

a contract is anticipated to be awarded subject to City Council approval in November.

Additional funds are necessary in the amount of \$10,000 to manage the procurement process through contract award for which an additional 50 hours of service are needed. Management includes issuing the RFP, preparing for and holding the pre-proposal meeting, responding to written questions, reviewing proposals, panel interviews and preparing questions, coordination with City staff, and preparing documents for City Council award. The revised project budget amount, including the services needed to complete the RFP and manage the procurement process, is \$25,000; inclusive of funding budgeted in Amendments Nos. 6 and No. 8. The total budget for Contract No. 3340 and all amendments is summarized below.

	Water Funds Acct No. 411-731- 52-6101	Sewer Funds Acct No. 412-732- 52-6101	General Funds Acct. No. 311-790- 49-9118	Total Budget
Contract No. 3340	\$215,000			\$215,000
Amendment No. 1	\$248,000			\$248,000
Amendment No. 2	\$248,000			\$248,000
Amendment No. 3	\$165,000			\$165,000
Amendment No. 4	\$124,000			\$124,000
Amendment No. 5	\$233,000	\$15,000		\$248,000
Amendment No. 6	\$4,700	\$9,300	\$8,500	\$22,500
Amendment No. 7	\$248,000			\$248,000
Amendment No. 8	\$4,000	\$2,000	\$4,000	\$10,000
Total	\$1,489,700	\$26,300	\$12,500	\$1,528,500

BACKGROUND: The City owns and operates over 250,000 square feet of municipal facilities. These facilities are equipped with security alarm systems under Contract No. 2021-125-CC with SSD. This project proposes to enhance security alarm systems at various municipal City facilities including City Hall, Police Department, Public Works Department Field Operations Corporate Yard, City Parks, and Water Facilities. Preliminarily, the scope of the project will include building access controls enhancements, fire and intrusion alarm monitoring and security camera system enhancements to incorporate the latest in technology. The project will aim to equip City facilities with security equipment under a standardized form.

Therefore, further assistance is necessary from SAFNA to manage the procurement process through contract award as follows: (1) Conducted preproposal meeting and follow-up assistance in questions and answers, (2) Receive proposals from consultants, (3) Evaluate the proposals by selection committee, (4) Presentations and interviews of highest rank proposals on selection criteria, (5) Verify references and the manufacturers, (6) Rank the candidates, (7) Final interview and negotiations with highest ranked consultant, and (8) City Council award of contract.

The contract for the security alarm systems is planned to be awarded in November of 2022 to begin design. The construction/installation is planned for early Summer 2023 and expected to be completed in 18 months.

- ATTACHMENTS:**
- A. Proposed Amendment No. 8
 - B. Certificate of Amendment of Amended and Restated Articles of Incorporation of Heatflex Corporation
 - C. Amendments No. 1 thru 7
 - D. Contract No. 3340

**AMENDMENT NO. 8 TO CONTRACT NO. 3340 EXTENDING PROJECT
MANAGEMENT SERVICES, BETWEEN THE CITY OF SOUTH GATE
AND SAFNA ENGINEERING & CONSULTING, A DIVISION OF SAFNA**

This Amendment No. 8 to Contract No. 3340, extending Project Management Services ("Amendment No. 7"), is made and entered into on October 11, 2022, by and between the City of South Gate, a municipal corporation ("City"), and SAFNA Engineering & Consulting, a Division of SAFNA, a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on June 27, 2017, the City Council approved Contract No. 3340 with SAFNA Engineering & Consulting, a Division of Heateflex ("Agreement"), for project management services, for a one-year term, through and including June 30, 2018, in an amount not to exceed Two Hundred and Fifteen Thousand Dollars (\$215,000);

WHEREAS, on June 26, 2018, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") extending the Scope of Services for a one-year term, through and including June 30, 2019, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to Four Hundred Sixty-Three Thousand Dollars (\$463,000);

WHEREAS, on June 25, 2019, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2") extending the Scope of Services for a one-year term, through and including June 30, 2020, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to Seven Hundred Eleven Thousand Dollars (\$711,000);

WHEREAS, on June 23, 2020, the City Council approved Amendment No. 3 to the Agreement ("Amendment No. 3") extending the Scope of Services on a month-to-month basis for not more than eight additional months, through and including February 28, 2021, in an amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to Eight Hundred Seventy-Six Thousand Dollars (\$876,000);

WHEREAS, on February 23, 2021, the City Council approved Amendment No. 4 to the Agreement ("Amendment No. 4") extending the Scope of Service on a month-to-month basis for not more than six additional months, through and including August 23, 2021, in an amount not to exceed One Hundred Twenty-Four Thousand Dollars (\$124,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 to One Million Dollars (\$1,000,000);

WHEREAS, on August 10, 2021, the City Council approved Amendment No. 5 to the Agreement (“Amendment No. 5”) extending the Scope of Service on a month-to-month basis for not more than twelve additional months, through and including August 10, 2022, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 and Amendment No. 5 to One Million Two Hundred Forty-Eight Thousand Dollars (\$1,248,000);

WHEREAS, on February 8, 2022, the City Council approved Amendment No. 6 to the Agreement (“Amendment No. 6”), in an amount not to exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, Amendment No. 5, and Amendment No. 6, to One Million Two Hundred Seventy Thousand Five Hundred Dollars (\$1,270,500);

WHEREAS, on August 10, 2021, the City Council approved Amendment No. 7 to the Agreement (“Amendment No. 7”) extending the Scope of Service on a month-to-month basis for not more than twelve additional months, through and including August 9, 2023, in an amount not to exceed Two Hundred and Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 and Amendment No. 7 to One Million Five Hundred Eighteen Thousand Five Hundred Dollars (\$1,518,500); and

WHEREAS, the City and Consultant desire to execute Amendment No. 8 in an amount not to exceed Ten Thousand Dollars (\$10,000), for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8 to a total sum of One Million Five Hundred Twenty-Eight Thousand Five Hundred Dollars (\$1,528,500).

NOW, THEREFORE, the parties hereto agree as follows:

1. COMPENSATION.

The amount of compensation paid by City to Consultant shall be in accordance with the Scope of Services and as described in Exhibit “A” attached hereto and part of this Agreement and shall not exceed **Ten Thousand Dollars (\$10,000)**. The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8 shall not exceed **One Million Five Hundred Twenty-Eight Thousand Five Hundred Dollars (\$1,528,500)**.

2. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement. Furthermore, City reserves the right to augment or reduce the Scope of

Services as City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 8 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

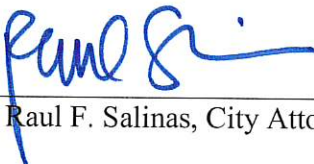
By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**SAFNA ENGINEERING AND CONSULTING,
A DIVISION OF SAFNA:**

By: _____
Jorge Ramirez, President

Dated: _____



September 12, 2022

Mr. Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
City of South Gate
8650 California Avenue
South Gate, CA 90280

Re: Proposal for Additional As-Needed Services for the Preparation of Request
for Proposal for the City of South Gate Security System

Dear Mr. Cervantes,

In response to your request, SAFNA Engineering, is pleased to submit this proposal for providing as-needed services regarding the preparation of the subject Request for Proposal.

Our total estimated cost of **\$10,000** includes:

- Conduct preproposal meeting and follow-up assistance in questions and answers
- Receive proposals from consultants
- Evaluate the proposals by selection committee
- Presentations and interviews of highest rank proposals on selection criteria
- Verify references and the manufacturers
- Rank the candidates
- Final interview and negotiations with highest ranked consultant
- City Council award the contract

Please see the attached Fee Schedule.

If you have any questions, please contact, Mr. Ana Ananda at 626-975-4672.

Sincerely

A handwritten signature in black ink that reads 'Jorge Ramirez'.

Jorge Ramirez
President

Attachment – Fee Schedule



Attachment – Fee Schedule

SAFNA Engineering & Consulting (SAFNA) is pleased to present our Fee schedule for our senior professional candidate. We submitted our proposal in a separate correspondence.

Senior Utilities Project Manager Hourly Rate \$145.00

Thank you for the opportunity to serve your City. Please contact me directly at 818-441-2153, jramirez@safna.com should you have any questions regarding this submittal.

A0831302

2108673

FILED JWR
Secretary of State
State of California

JUL 22 2019 (STV)

CERTIFICATE OF AMENDMENT OF
AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF

HEATEFLEX CORPORATION
a California corporation

The undersigned hereby certifies that:

1. He is the President and Secretary of Heateflex Corporation, a California corporation.
2. The First Article of the Amended and Restated Articles of Incorporation of this corporation is amended to read as follows:

"FIRST: The name of this corporation is SAFNA Corporation."
3. The foregoing amendment has been approved by the Board of Directors of the corporation.
4. The foregoing amendment has been duly approved by the required vote of the shareholders of the corporation in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of common stock of the corporation is seventy-five thousand eight hundred eighty-six (75,886). No shares of Preferred Stock are outstanding. The number of shares of common stock voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than fifty percent (50%) of each class of stock.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: July 19, 2019.

Jorge Ramirez
Jorge Ramirez, President & Secretary



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JUL 30 2019

Date:

Handwritten initials, possibly "AP", in a small box.

Handwritten signature of Alex Padilla in cursive.

ALEX PADILLA, Secretary of State

Amendm
to Contract No. 3340

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES WITH SAFNA ENGINEERING &
CONSULTING, A DIVISION OF HEATEFLEX**

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH SAFNA ENGINEERING & CONSULTING, A DIVISION OF HEATEFLEX, ("Amendment No. 1"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the City of South Gate, a municipal corporation ("City"), on the one hand, and SAFNA Engineering & Consulting, A Division of Heateflex., a California corporation ("Consultant").

RECITALS:

WHEREAS, City and Consultant have previously executed that certain *Agreement for Professional Services* (Contract No. 3340) dated July 11, 2017 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$215,000; and

WHEREAS, City desires to extend the scope and services in an amount not to exceed \$248,000 as shown on the Consultant's proposal being attached here as part of this Amendment No. 1 (Exhibit A); and

WHEREAS, City desires to extend the termination date for an additional 12-months from the original termination date from June 30, 2018 to June 30, 2019; and

WHEREAS, Consultant had submitted a cost estimate as part of its proposal (Exhibit A); and

WHEREAS, Exhibit A from Amendment No. 1 provides Ana Ananda will serve as the Consultant's Project Manager, at a rate of \$119 per hour; and

WHEREAS, City and Consultant desire to execute Amendment No. 1 covering said additional Professional Services for an additional amount not to exceed \$248,000, bringing the aggregate total of the Agreement and this Amendment 1 to a sum not-to-exceed \$248,000;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY CONSULTANT.**
 - a. Consultant shall extend its scope of work and services to City as shown in its proposal (Exhibit A). Said scope of work and fee proposal is made part of

this Amendment No. 1.

- b. Consultant shall extend the termination date for additional 12-months from the original termination date or from June 30, 2018 to June 30, 2019.

2. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as City deems necessary.

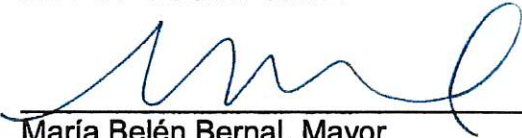
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3. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No.1 shall become effective as of the date set forth below on which the last of the parties, whether City or Consultant, executes this Amendment.

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

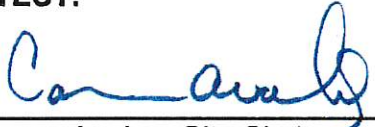
**"CITY"
CITY OF SOUTH GATE**



María Belén Bernal, Mayor

Dated: _____

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

**"CONSULTANT"
SAFNA ENGINEERING AND CONSULTING, A DIVISION
OF HEATEFLEX**



Jorge Ramirez, President

Dated: 7/6/2018

From: Jorge Ramirez <jramirez@heateflex.com>
Sent: Tuesday, June 12, 2018 2:50 PM
To: Arturo Cervantes
Cc: Ana Ananda
Subject: South Gate Follow-Up Files
Attachments: SAFNA Statement of Qualifications.pdf; SAFNA Key Resumes.pdf; SAFNA Rate Schedule.pdf

Dear Art,

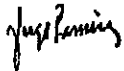
It was a pleasure meeting with you last week. Per your request please find the attached files:

1. SAFNA Statement of Qualifications
2. SAFNA Key Resumes – available to support the City
3. SAFNA Rate Schedule

In addition, I Certify that we will honor a \$119 hourly rate for the upcoming contract renew, for a total contract amount of \$248,000.

Looking forward to continue our collaboration.

Warm Regards,



Jorge Ramirez
President

SAFNA Engineering and Consulting
405 E. Santa Clara Street
Arcadia, CA 91006

626-599-8566 | www.safna.com

Exhibit A



**SAFNA KEY PERSONNEL
FOR MUNICIPAL SUPPORT SERVICES
CITY OF SOUTH GATE**



K. "Ana" Ananda, PE
Project Manager

PROFESSIONAL CAPABILITIES/SUMMARY

Mr. Ananda has over 30 Years of professional engineering and program management experience in public and private entities, managing millions of dollars in Infrastructure. He has a high degree of Project Management, Construction Management, and Contract Administration experience. He has experience with Operation and Maintenance of Water, Sewer, and Recycled Water Systems. Additionally, Mr. Ananda has in depth design and operations experience with Street Improvements, Groundwater Wells, Pumping Stations, Water Treatment Plants and SCADA Systems. Below is a summary of some of Mr. Ananda's notable projects.

YEARS OF EXPERIENCE

30+

EDUCATION

MS, Sanitary/Environmental Engineering

BS, Civil Engineering

REGISTRATIONS

Professional Engineer, California
Water Treatment Plant Operator
Grade 4

Water Distribution System Operator
Grade 5

Sewer Collection System Operator
Grade 4

SUMMARY OF RELEVANT EXPERIENCE

City of South Gate Start-End: 2014- Present

Program Manager

- Mr. Ananda manages the City's Capital Improvement Program, including the design and construction of Elizabeth Reservoir, Santa Fe Water Tower rehabilitation, water mains, booster pump station. He assists operations managing water quality issues of Cr6+, VOCs, I&M, treatment. He represents the City in Regional Water Management meetings, manages regulatory issues of water quality and drought, and manages AMR meter replacement project (est. \$1.1 mil). He assists water and sewer staff with technical issues. He manages RFP's, hiring consultants, managing consultant's task orders and reviews all project schedules to ensure timely delivery.

City of Pico Rivera Start-End: 2012-2014

Contract Utility Program Manager

- Mr. Ananda worked with the Public Works Director to implement programs and projects. He assists in the overall planning, organization and management of all aspects of utility operations, works with field superintendents to ensure coordinated work assignments and project planning related to the operation, maintenance and construction of electric, facility, water and wastewater systems. He conducted reviews, and prepared requisitions for necessary equipment, material and supplies. He also prepared equipment and bid specification documents. Mr. Ananda represents the City in Regional Water Management meetings, and compiles information and projections to aid in the preparation of annual budget requests. He monitors established budget and utilizes authorized budgetary and purchasing procedures. Mr. Ananda manages and provides oversight for contracted utility projects including pump stations SCADA, services, and purchases, regularly inspects work sites to ensure progress and compliance with City standards of quality and contract terms and conditions, and manages operations and maintenance of sewer system.

SYMTECH Corporation, Camp Pendleton

Start-End: 2012

Water Systems Contract

- Mr. Ananda was responsible for the daily operation of Camp Pendleton North Area Water System Supervise SCADA based operations of booster pump stations, water wells, on-site treatment and reservoirs. His tasks included trouble-shoot equipment and systems operations.



K. "Ana" Ananda, PE
Project Manager

Central Basin MWD

Start-End: 2009-2011

Engineering and Operations Manager

- Headed the Engineering and Operations Department where he managed engineering, water resources, operations staff, and consultants. He oversaw the Southeast Water Reliability Project - 13 miles of recycled water mains, pump station, street improvements, and chlorination facilities. Total \$40 million. Mr. Ananda managed imported water distribution to purveyors, operation of water treatment facility, and recycled water distribution system. He prepared project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Long Beach Water Department, Long Beach, CA

Start-End: 1994-2009

Senior Civil Engineer

- Mr. Ananda served as a senior project engineer for the Long Beach Conjunctive Use Program, Pilot Plants for advanced water treatment, well rehabilitation (10 wells), new groundwater wells (7), aquifer storage and recovery wells, and collection systems. He managed the complexed LBWD Bottling Plant Facility (nanofiltration) and Treatment Plant Facility upgrades, and the Long Beach Recycled Water Expansion Project Phase 1. He was the lead in the implementation of major water and sewer main replacement projects. He supervised technical and maintenance staff in preparing the CIP budget, project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Padre Dam Municipal Water District

Start-End: 1990-1994

Project Manager

- Mr. Ananda served as Project Manager, CALTRANS State Route 52 utility relocation, (60", 12", 20", and 24" water, reclaimed water, and sewer mains). He led the design of Fletcher Hills Reservoir. He managed the preparation of the preliminary design report and CEQA documents report for Galloway Valley Reservoir. Mr. Ananda also managed the design and construction of Five-year Master Plan Water Projects, the design and construction management of San Diego County Water Authority Connection # 6, (30" main), and the design and manage construction of Prospect Avenue water main replacement project (3 miles of 12" main).

Malcolm Pirnie, Inc.

Start-End: 1986-1990

Project Engineer

- Mr. Ananda managed the Chlorination/dechlorination Facility Expansion, in the City of Titusville, Florida. He was in charge of the Lake Formosa sewer rehabilitation project of City of Orlando, Florida (24"- 42" sewers), 7 mgd pump station, construction cost \$7 mil. He managed the South-west interceptor force main master plan and pump station improvements, in the City of Titusville's sewer system. He managed the completion of the water system master plan, and hydraulic analysis, for the City of Holly Hill, Florida.

PROFESSIONAL CAPABILITIES/SUMMARY

Reymundo is a California licensed professional Civil Engineer with more than 23 years of public agency and private sector experience managing more than \$1.5 billion in infrastructure projects in Los Angeles and San Bernardino Counties. Prior to being an owner and principal at SAFNA, Mr. Trejo recently served as the Assistant General Manager and Chief Engineer for San Gabriel Valley's largest wholesale water agency the San Gabriel Valley Municipal Water District (SGVMWD). Mr. Trejo was responsible for the planning, design, and construction of all large-scale infrastructure projects covering 17 cities and 19 local public agencies in the San Gabriel Valley.

His extensive personal contacts among the regional stakeholders and regulatory agencies will be invaluable in identifying the most expeditious path through the maze of institutional and regulatory approvals which will be needed for projects in the San Gabriel Valley. Mr. Trejo's recent work includes program manager of a 9-mile infrastructure pipeline for the SGVMWD required collaboration with stakeholders in the San Gabriel valley including the Los Angeles County Department of Public Works, the City of South El Monte, City of El Monte, City of Baldwin Park, City of Rosemead, and LA County's Park and Recreation at the Whittier Narrows facilities. Mr. Trejo brings strong experience with regulatory agencies including the Los Angeles County Flood Control District, State Water Resources Control Board, Los Angeles County Department of Public Health, Fish and Game, and the U.S. Army Corps of Engineers Los Angeles District.

SUMMARY OF RELEVANT EXPERIENCE

Mr. Trejo currently is a principal at SAFNA Engineering and Consulting, where he is actively engaged with public clients in Los Angeles County. The following is Mr. Trejo's highlights of his program management experience.

Program Management of the San Gabriel Valley Infrastructure System Implementation (2011-2016)

Mr. Trejo served as the Chief Engineer for the San Gabriel Valley's regional recycled water program, where he managed the planning, design, customer development, and construction of over 24 miles of recycled water pipeline conveyance system in several cities including South El Monte, El Monte, Rosemead, La Puente, West Covina, and the City of Industry. As part of this program, Mr. Trejo served as the Program Manager for a 2 Million Gallon steel storage tank constructed on a highly visible neighborhood hillside in the City of West Covina. The project required tremendous coordination with the local utilities, city council, and neighboring residents located near the project. Mr. Trejo also lead the conversion of over 40 customers retrofits to recycled water. This included coordination with the public works departments in South El Monte, El Monte, Rosemead, and West Covina. Mr. Trejo also coordinated all the Federal and State funding as well as the permitting requirements for the project involving the Regional Board, LA County Public Health, and the State's Division of Drinking Water. Because this was partially funded by USBR funding, the program involved the completion of both CEQA and NEPA documentation.

Program Management of the San Gabriel Valley Regional Conveyance Program for Groundwater Replenishment (2010 -2016)

For nearly 6-years, Mr. Trejo lead a team of staff, contractors and consultants in the planning, permitting, and design of a regional Indirect Reuse Groundwater Replenishment Project. This project involved a 9-mile infrastructure pipeline to convey over 10,000 acre-feet annually of Los Angeles Sanitation District's highly treated recycled water to the Los Angeles County Flood Control District spreading grounds at Santa Fe Dam originating from the 60 and 605 freeway to the 210 and 605 interchanges. Mr. Trejo lead the

YEARS OF EXPERIENCE

23

EDUCATION

BS, Civil/Environmental
Engineering, University of
Southern California

Leadership LA Class of 2012

REGISTRATIONS

Professional Civil Engineer CA
(2004) #66962

AFFILIATIONS

*Southern California Water
Committee*

*WaterReuse Association National
Member*

*WaterReuse Los Angeles,
Orange County, and Ventura
Chapters*

*American Society of Civil
Engineers*

*AWWA Recycled Water
Committee*

AWWA Desalination Committee

*American Council of Engineering
Companies*



REYMUNDO TREJO, PE Program Manager

feasibility study, groundwater modeling, right of way planning and final design of the program, where it would cross numerous San Gabriel Valley cities and multiple jurisdictions. The project is predominantly located along U.S. Army Corps property adjacent to the San Gabriel River. Mr. Trejo lead all agency coordination with the State Department of Public Health, the Regional Board, the U.S. Army Corps of Engineers, the Sanitation Districts of Los Angeles County, and the Los Angeles County Flood Control District, among numerous other public and private entities. Mr. Trejo also lead all jurisdictional permitting for the project and was successful in receiving the Engineering Report approval from both the State Division of Drinking Water and the Regional Water Quality Control Board.

City of Los Angeles Department of Water and Power River Supply Conduit Improvement – Upper Reach Unit 5 and Unit 6 Large Trunk Line Conveyance Program Management (2007-2010)

Mr. Trejo was part of the Boyle Engineering (now AECOM) program management team in charge of design, permit coordination, utility coordination, and agency coordination for the City of Los Angeles Department of Water and Power's large diameter trunk line improvements projects. The trunk diameter ranged from 54 to 78 inches and just over 5 miles of total linear conveyance. The project included tunneling sections and open-trench methods all in the City of Los Angeles. Mr. Trejo worked with numerous agencies, sub-consultants, city staff, and local regulatory agencies in coordinating and securing the permits required for the project.

City of Ontario Program Manager Capital Improvement Projects (2005-2007)

Mr. Trejo served as Principal Engineer and Utilities Manager for the City of Ontario's \$700 Million Capital Improvement Program. He also served as the City's representative in a Developer Partnership New Model Colony. Mr. Trejo was responsible for the overall planning, design, construction, and operations of the water, storm water, and utilities infrastructure. Mr. Trejo headed all local and state permitting requirements, all environmental documents, and final bid documents to contract construction companies following the public design, bid, and build process. Among the projects designed and constructed included one 10 MG pre-stressed concrete storage facilities tank, a 6 MG storage facilities tank, eleven (11) groundwater production well facilities, and nearly 26 miles of sewer and potable water infrastructure pipeline projects. The New Model Colony included the master planning of communities covering over 8,200 acres of undeveloped land, 31,000 residential units, 163 acres of parks, and 5 million square feet of commercial of which recycled water was targeted to supply 25% of the overall water demand. Mr. Trejo worked closely with all design teams during the construction of several public and private housing facilities in the City's downtown area.

City of Long Beach Capital Improvement Plan Implementation Manager (2002-2005)

Mr. Trejo was the water resources manager in charge of all capital improvement projects for the City of Long Beach. He was the lead manager for all master planning efforts for the city including the water, recycled water, and sewer master plans. Mr. Trejo lead the planning, design, and construction of over 20 miles of water main replacement throughout various parts of the City. Mr. Trejo was also the project manager for numerous groundwater wells, aquifer storage and recovery wells, and was the City's representative with regards to all groundwater basin coordination with the Water Replenishment District, the Central Basin Municipal Water District, and the Regional Board.

Program Engineer for the Metropolitan Water District of Southern California (1995-2002)

For more than 7 years, Mr. Trejo served as a staff engineering at the Metropolitan Water District (MWD). Mr. Trejo provided intense project controls, technical and financial analysis and developed recommendations for the weekly management of water supply deliveries through Metropolitan's large-scale infrastructure system. He prepared the analysis involved with the annual water supply costs, system demands, power costs, and system operations for all five treatment plans. Other tasks included the calculation of demands, peaking factors, population projections, cost analysis, and final plan preparation. Mr. Trejo produced extensive analysis working closely with multiple Metropolitan sections and direct coordination with technical planners of 26-member agencies to formulate water forecasts and develop delivery schedules for replenishment and cyclic water deliveries. Mr. Trejo also worked closely with the review of the engineering program expansion of several reservoirs and treatment plan facilities.



Paul D. Steinke, PE
Program Manager

PROFESSIONAL CAPABILITIES/SUMMARY

Paul Steinke has over 30 years of design, construction and program management experience on commercial, educational, institutional, and government programs and projects with a work-in-place value of over \$27 billion including the high-profile Pentagon renovation program. He has been an officer within AECOM and its founding company DMJM with both operations and business development responsibility since joining them in 1985. This includes serving as Design Division Manager, Washington D.C., Strategic Planning and Business Development Director, PM/CM Practice Manager and Classified Programs Practice Manager.

He is currently leading the A/E and Construction Support Services program for new construction, renovation, modernization and upgrade at the NASA Ames Research Center, NASA Research Park and the Moffett Federal Airfield. This program involves master and long range planning, design and construction management services for all Life Science research facilities, computer facilities, Laboratories and Clean Rooms, high pressure/high temperature steam generation and distribution, primary and secondary electric transmission system and site infrastructure. Contract requires on-site performance for all services using a combination of fixed price, task orders and cost reimbursable, on-call staffing.

SUMMARY OF RELEVANT EXPERIENCE

Los Angeles Unified School District

Principal-In-Charge

- Principle-in-Charge of three contracts providing Construction Management, Constructability Review and Staff Augmentation in support of their \$7 billion, 5-year Los Angeles Unified School District program encompassing over 900 sites and 10,800 individual projects.

Los Angeles Community College District Program Management

Project Manager

- Managing Executive and Program Director for this \$6+ billion modernization for nine community colleges. Contract required scoping, awarding and management of multiple, on-call staffing contracts.

Department of Labor Project, Nationwide

Project Manager

- Managing Executive for design, construction administration, and real estate management services to support \$60 million in projects for Job Corps program at 111 centers located in 46 states, Puerto Rico, and the District of Columbia.

San Diego Unified School District

Program Director

- Program Director for facility condition assessment, security threat and vulnerability assessment and project requirement development, prioritization, and budget preparation for 169 K-12 schools.

U.S. Postal Service Facilities, Nationwide

Program Director

- Program Director for project management services, planning, programming, budgeting, and project justification for upgrade and renovation of over 18,000 postal facilities.

YEARS OF EXPERIENCE

30+

EDUCATION

U.S. Naval Academy

REGISTRATIONS

Professional Engineer, Civil
Washington DC (No. 9244)

AFFILIATIONS

Mr. Steinke has served on the Executive Committee and Board of Governors, Los Angeles County Economic Development Corporation and is currently serving on Board of Advisors, Catholic Charities of Los Angeles, Archdiocesan Youth Employment Services; and the Board of Directors, Verbum Dei High School.



Paul D. Steinke, PE
Program Manager

Classified Government Contract, Worldwide

Program Director

- Program Director for this master planning, design and construction management and on-call staff support contracts with a total construction value of over \$5.2 billion, involving offices, data center, communications and technical facilities and infrastructure projects.

TSA 100% Check Baggage Screening Program

Principal-In-Charge

- Principle-in Charge of the A/E design contract for the master planning and design of explosive detection systems and related airport modifications at 207 commercial airports under the TSA \$1.37 billion 100% Check Baggage Screening program. After his becoming Program Director, this program was rated #1 overall in client's Nationwide Continuous Improvement Survey; had no construction claims; and had the lowest amount of contractor change orders in the overall TSA program.



PROFESSIONAL CAPABILITIES/SUMMARY

Tom Holliman has more than 40 years of engineering experience on a broad range of domestic water, reclaimed water, sewer, and storm water projects involving planning, design, and construction management. He is a recognized expert in California for recycled and non-potable water system development and implementation. He has been responsible for recycled water master planning, system feasibility studies, preliminary design reports, plans, specifications, cost estimates, and construction management. He is Senior Advisor and Program manager at SAFNA, which provides planning, design management, construction management and municipal engineering services with an emphasis on recycled water/non-potable programs.

YEARS OF EXPERIENCE

40+

EDUCATION

MBA
BS, Civil Engineering

REGISTRATIONS

Professional Engineer, State of California
AWWA Cross Connection Control Program Specialist
USC Cross Connection Control Program Specialist
CASQA Certified QSD/QSP

SUMMARY OF RELEVANT EXPERIENCE

**Clean Water Factory Program-Phase 2 & Phase 3 Recycled Water Facility
San Bernardino Municipal Water Department**

Project Manager

- The design and construction of the City's Clean Water Factory Program – Phase 2 and 3. Phase 2 consists of the design of a 5.0 MGD Tertiary Treatment Facility at the City's Regional WRP. Phase 3 consists of a 0.5 Advanced Purification Pilot Project which will take a portion of the Phase 2 flows and use additional levels of treatment including ozone, RO/MF, and peroxide to meet groundwater recharge regulations.

Recycled Water Retrofit Program, Phase IIB Conversion, City of Oxnard

Project Manager

- The City of Oxnard has established a Groundwater Recovery Enhancement and Treatment (GREAT) Program that combines wastewater recycling and reuse, groundwater injection, storage and recovery, and groundwater desalination to provide a regional water supply solution. Project Manager for the planning, health department approvals, and design of recycled water retrofits for 50 sites throughout the City including a cemetery, golf course, parks, schools, industrial, commercial, and landscaping sites. The project included the retrofit design of the River Ridge Golf Club (two eighteen-hole golf courses), International Paper Cardboard Recycling Facility, and the River Park Development, a 500-acre master planned community with a middle school, elementary school, ten community parks, regional shopping center, and numerous landscaping area throughout the community.

**City of Industry Recycled Water Project Phase IIB:
Package 4 Pipelines, Upper San Gabriel Valley
Municipal Water District**

Project Manager

- The Package 4 recycled water pipelines project will provide recycled water to approximately twenty-five greenbelt, parks, and school irrigation connections. The project includes approximately 24,000 linear feet of pipeline varying from 4-inches to 12-inches in diameter that will provide recycled water for landscape irrigation in the City of West Covina. The project also includes a 900 Zone pump station, and coordination with the school districts that have schools to be converted over to recycled water irrigation.



Thomas Holliman
Sr. Advisor/Program Manager

**LADWA Recycled Water Custer Onsite Conversion
Project, Valero Refinery, Wilmington, CA Los Angeles
Department of Water and Power**

Project Manager

- The development of the Recycled Water Alignment Options Evaluation Study. This study identified multiple conversion routes for serving recycled water to the four cooling towers that are part of the Valero Refinery. Proposed modifications to the PI&D diagrams for the system controls, and detailed cost estimates were part of the project.

**Citizens Business Bank Area Hockey Ice Recycled
Water Conversion, City of Ontario**

Project Manager

- The design and construction of the recycled water retrofit for the hockey rink ice production at the Citizens Business Bank Area. The work included preparing the onsite conversion plans, the Engineers Report for the health department, processing of all documents through approval and reviewing the facilities after completion. This project received a WaterReuse Association Award of Merit for Special Projects.

Recycled Water De-Chlorination Facility, City of Rialto

Project Manager

- The design of a recycled water de-chlorination facility at the City's reclamation plant. This work consisted of design of chemical storage facilities, metering pumps, associated piping, instrumentation and site work.

**THUMS Oil Island Recycled Water Subsidence Control
Project, Long Beach Water Department**

Project Manager

- The THUMS reclaimed water project that was the first known use of reclaimed water for groundwater injection for subsidence control in the offshore oil fields in the, Long Beach Water Department, Long Beach, CA - world. *This project was the winner of a 1996 WaterReuse Association Special Award of Merit, and the California Water Awareness Program, 1997 Water Efficiency Award, industrial Division.*

**Use of Reclaimed Water in High-rise Office Buildings,
Irvine Ranch Water District**

Project Manager

- The first high-rise office tower to use reclaimed water for flushing toilets and urinals from a municipal reclaimed water supply in the United States. This included the development of installation criteria, master program documentation, and amendments to the District's Rules and Regulations. *The WaterReuse Associations awarded Special Project of the Year of this project in 1992.*

Sewer Improvement Project, City of Ontario

Managing Engineer

- The preparation of sewer analysis, modeling with SewerCAD, preparing PDR, preparing a sewer planning documents, design of the sewer pipes, obtaining permits, and preparing the project specifications, construction costs and plans. These replacement sewers are primarily within existing streets heavily congested with other utilities making alignment selection extremely difficult.

**Ramona Grade Separation in the City of El Monte,
Alameda Corridor- East Construction Authority**

Project Manager

- The design of relocations of a 10-inch water line, 72-inch storm drain pipeline, hydraulic study, storm water lift station (5 pumps, 6.7 cfs each). Managed the preparation of technical calculations for the pump sizing and pump selection, prepared detailed drawings for the lift station, vaults, and controls. Prepared storm drain plans and profile, and water line plan and profile, also cost estimates, technical specification of the lift station and the bid documents.

**Cast Iron Main Replacement Master Plan, Long Beach
Water Department**

Start-End: xxxx-xxxx

Managing Engineer



Thomas Holliman
Sr. Advisor/Program Manager

- The preparation of LBWD's first comprehensive cast-iron main replacement master plan to guide the rehabilitation of the Department's 340 miles of unlined cast iron main. This work included the development of a high-speed dynamic hydraulic simulator for modeling the water system.

Reservoir 2 Replacement, Indio Water Authority

Project Manager

- The design of a 5 MG cast in place concrete reservoir and replacement booster station at IWA's Reservoir Number No. 2. The work consisted of managing the design consultant, coordinating internal and external project reviews, conducting project review meetings; plan checking. The project included of the existing reservoir, booster station, and associated support facilities.

Reservoir 3 Replacement, Indio Water Authority

Project Manager

- The design of a 2.5 MG above ground steel reservoir and booster station upgrades at IWA's Reservoir Number No. 3. The work consisted of managing the design consultant, coordinating internal and external project reviews, conducting project review meetings; plan checking, review and approval of contract specifications, and overseeing the CEQA approvals for the project.

**Trendwest Development Fire Storage Facility,
Indio Water Authority**

Project Manager

- A 100,000-gallon interim fire storage reservoir for the Trendwest Development. This project included sizing of the reservoir, preparation of design drawings and specifications, purchasing of reservoir components and overseeing construction and start-up operations.

**Groundwater Treatment Plant, Long Beach Water
Department**

Project Manager

- The two-year construction of LBWD's 62.5 MGD, enhanced coagulation groundwater treatment plant. Managed the final phases of the design and directed the onsite construction managers, reviewed all plan changes, contract revisions, and provided direct communication to the LBWD Board of Water Commissioners.

**Robert W. Goldsworthy Desalter, Water
Replenishment District of Southern California**

Project Manager

- The located in the Robert W. Goldsworthy Desalter which treats contaminated groundwater for the West Coast Basin within the City of Torrance. Currently, the facility is extracting and treating approximately 2.75 million gallons per day. The Goldsworthy Desalter works through microfiltration and reverse osmosis treatments.

PROFESSIONAL CAPABILITIES/SUMMARY

Mr. Robinson has 25 years of experience, both locally and regionally, in planning, design, construction and program management of water supply, wastewater, and recycled water facilities such as pumping stations, treatment plants, transmission pipelines, and water storage reservoirs. He has served in a variety of roles including construction manager, program manager, chief resident engineer, and resident engineer. He has extensive experience managing multi-contract construction programs, and with design and construction for rehabilitation and expansion of existing water facilities. His responsibilities on past projects have included interfacing with owners, consultants, and regulatory agencies, contract administration, change order negotiations, and schedule coordination and analysis.

SUMMARY OF RELEVANT EXPERIENCE**WEST BASIN MUNICIPAL WATER DISTRICT, CA**Resident Engineer, Managing Design Coordination & Construction Management

- Mr. Robinson supervised a construction management team of eight resident engineers and inspectors and support personnel including office engineers, administrators, and draftspersons. His responsibilities included managing multi-contract administration, quality control and assurance, claims avoidance, interfacing with design engineers and other consultants, documentation and status reports, change order negotiations, public relations, and coordination of multiple contractors' work in nine different municipalities and other jurisdictions. Mr. Robinson also conducted community meetings and workshops to interface with businesses and residents to coordinate construction in sensitive areas. He was responsible for this multi-contract water recycling distribution program, which included fast-track construction of 80 miles of pipeline.

**Temporary Ocean Desalination Demonstration Project, West Basin
Municipal Water District, Carson, CA**Principal-In-Charge & Project Manager

- Mr. Robinson was the Principal-In-Charge and Project Manager working with West Basin Municipal Water District for the preliminary and final design of a 0.5 MGD ocean desalination demonstration project to be located in Redondo Beach, California. The preliminary design report included technical memoranda on water assessment, permitting requirements, physical siting requirements, process requirements, distribution options, operations and maintenance requirements, cost estimating, continued research & development. The final design efforts include 30-percent, 50-percent, 85-percent and 100-percent design plans and specifications as well as probable construction costs. As Project Manager, he worked with subconsultants for the preparation of the permitting plan, implemented the permitting included a city permits, RWQCB permit and the Coastal Commission.

**Multiple Pipeline Projects, Upper San Gabriel Valley,
Municipal Water District, CA**Principal-In-Charge & Construction Manager

- Mr. Robinson was the Principal-In-Charge and Construction Manager providing third party construction management services for the \$1M Whittier Narrows Recycled Water retrofit pipeline which was a 1 mile of 6-inch C900 PVC with the Los Angeles County Park and Recreation. Pipeline construction management and inspection included a Manual of Project Instructions, daily inspections reports, monthly reports for Board updates, coordination of change orders, RFI, schedule compliance and maintain project files. The project included mitigation measures for CEQA and NEPA as well as a firm deadline due to a booked dedication ceremony requiring the water flowing as the project was funded by the SWRCB Proposition 50.

YEARS OF EXPERIENCE

25+

EDUCATION

BS, Civil Engineering

REGISTRATIONEngineering-in-Training, California,
Registration No. 109865, 1997
Professional Engineer – CA (Pending)**PROFESSIONAL AFFILIATIONS**American Water Work Association
American Society of Civil Engineers
California Water Environment
Association
Orange County Water Association
Water Environmental Federation
WaterReuse Association

**Pumping Station Modification Projects, City of
Anahelm, CA**

Construction Manager

- Mr. Robinson's responsibilities included supervising resident and office engineers, contract administration, change order negotiations, and schedule coordination with the city's operations staff for shut downs, start-up, and commissioning. The work involved extensive rehabilitation and expansion of pumping facilities, including renovation of existing wells, and new flow meters, pumping equipment, computerized instrumentation, telemetry, disinfection systems, and standby generators.

Crosstown Feeder, City of Riverside, CA

Resident Engineer

- Mr. Robinson was responsible for construction management of a large-diameter water transmission pipeline, including more than seven miles of 42-, 36-, 30-, and 27-in-diameter pipeline using reinforced plastic mortar (RPM) pipe, and CML&C steel pipe. This project required particularly close inspection because the installed RPM pipe replaced a recently constructed pipeline abandoned because of multiple severe failures.

Wisteria Reservoir, City of Torrance, CA

Public Works Inspector

- Mr. Robinson was responsible for construction management of an 18.7-MG buried reinforced concrete water reservoir, converting a pumping station from natural gas to electric-driven pumps, several pipelines, and extensive slope earthwork operations on a restrictive site. Pipeline installation included over 3,400 feet of 30-in and 24-in CML&C steel pipe, and a 115-ft steel casing bored Highway1. Due to its location in a public park with recreational facilities, Mr. Robinson supported public relation efforts, conducted site tours, and organized neighborhood meetings.

**Wastewater Treatment Plant Expansion,
City of Escondido**

Resident Engineer

- Mr. Robinson was responsible for quality control monitoring and documentation, construction progress monitoring, and schedule reporting for a \$16M expansion and upgrade of this facility to increase its capacity from 11 to 16.5 mgd. While the work was underway, Mr. Robinson prepared a detailed schedule analysis that served as basis to successfully mitigate the contractor's delay claim. This project included additions or modifications to pumping stations, headwork's, laboratory, aeration basins, primary and secondary clarifiers, primary and secondary digesters, a filter press system, an odor control facility, an energy recovery system, and an equalization basin.

**Transmission Mains, Cities of Corona/Laguna Beach/
Newport Beach, CA**

Construction Manager

- Mr. Robinson's work involved multiple contracts and close coordination with multiple agencies and staff to meet contractual scheduling constraints. He supervised resident engineers, subconsultant, and support staff. Mr. Robinson also conducted change order negotiations, recommended field changes, managed subconsultants, and supervised review of contractors' submittals, progress payments, and requests for clarification.

**Wastewater Treatment Plant Improvements, Fallbrook
Public Utility District**

Project Engineer & Resident Engineer

- Mr. Robinson was the Project Engineer and Resident Engineer providing the following services: Screening and dewatering facilities, including the review of the cost effectiveness of press-type equipment versus more complex screening and separation, and the preparation of construction drawings and specifications for bidding. Centrifuge design involving preparation of a preliminary engineering design report, setting forth the most viable design concepts for thickening at the aerobic digesters, preparation of the permitting for FPUD's outfall with the Coastal Commission the preparation of detailed construction drawings and specifications for bidding. Mr. Robinson also conducted change order negotiations, recommended field changes, managed subconsultants, and supervised review of contractors' submittals, progress payments, and requests for clarification.

CONFIDENTIAL

SAFNA DISCOUNTED FEE SCHEDULE FOR CITY OF SOUTH GATE

Classification	Hourly Rates	Discounted Rates
Principal	\$215	\$194
Program Manager	\$195	\$176
Principal Engineer	\$190	\$171
Project Manager*	\$145	\$131
Senior Engineer*	\$144	\$130
Project Engineer*	\$135	\$122
Associate Engineer*	\$120	\$108
CAD Specialist	\$110	\$99

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing, equipment rental and any services performed by subcontractor will be billed at cost plus 10%. The rates will be subjected to a 4% escalation and will be adjusted in the invoice. Mileage at IRS Rate.

*Classifications that are field rates.

**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES WITH SAFNA ENGINEERING &
CONSULTING, A DIVISION OF HEATEFLEX**

THIS AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH SAFNA ENGINEERING & CONSULTING, A DIVISION OF HEATEFLEX, ("Amendment No. 2"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the City of South Gate, a municipal corporation ("City"), on the one hand, and SAFNA Engineering & Consulting, A Division of Heateflex., a California corporation ("Consultant").

RECITALS:

WHEREAS, City and Consultant have previously executed that certain *Agreement No. 3340 for Professional Services* ("Contract") dated July 11, 2017 ("Agreement") relating to professional services in the City of South Gate in an amount not to exceed \$215,000; and

WHEREAS, City and Consultant have previously executed the Amendment No. 1 to Contract No.3340, dated June 26,2018, ("Amendment No.1") to extend the scope and services in an amount not to exceed \$248,000 for professional services in the City of South Gate; and

WHEREAS, City and Consultant desire to execute Amendment No. 2 to contract No. 3340 to extend the termination date for an additional 12-months from the original termination date from June 30, 2019 to June 30, 2020; and

WHEREAS, Consultant submitted a cost estimate as part of its proposal (Exhibit A); and

WHEREAS, Exhibit A from Amendment No. 2 provides Consultant's Project Management Services, at a rate of \$119 per hour; and

WHEREAS, City and Consultant desire to execute Amendment No. 2 covering said additional Professional Services for an amount not to exceed \$248,000 per year, bringing the aggregate total of the Agreement and this Amendment 2 to a sum not-to-exceed \$248,000;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. MODIFICATION OF ORIGINAL SCOPE OF WORK AND FEES TO BE PERFORMED BY CONSULTANT.**

- a. Extend the Contract scope of work and services to City as shown in proposal (Exhibit A). Said scope of work and fee proposal is made part of this Amendment No. 2.
- b. Extend the termination date of the Contract for additional 12-months from the original termination date or from June 30, 2019 to June 30, 2020.

2. EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as City deems necessary.

[Remainder of Page Left Blank Intentionally]

3. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No.2 shall become effective as of the date set forth below on which the last of the parties, whether City or Consultant, executes this Amendment.

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"
CITY OF SOUTH GATE

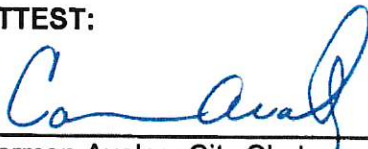


Jorge Morales, Mayor

Dated: _____


6/25/19

ATTEST:



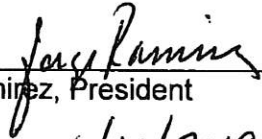
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

"CONSULTANT"
**SAFNA ENGINEERING AND CONSULTING, A DIVISION
OF HEATEFLEX**



Jorge Ramirez, President

Dated: _____

6/11/2019

**Amendment No. 2
to Contract No. 3340**



May 15, 2019

Attn: Arturo Cervantes
Public Works Director
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: Proposal for Project Management Consulting Services for the City of South Gate

Dear Mr. Cervantes:

Thank you for the opportunity to collaborate with the City of South Gate. Enclosed please find the following documents:

1. SAFNA key resumes
2. SAFNA rate schedule
3. SAFNA Statement of Qualifications

In addition, I certify that we will honor a \$119 hourly rate for the upcoming renewal. My team and I are available to meet with you at your offices to further discuss this proposal. Please contact me directly at 818-441-2153.

Sincerely,

A handwritten signature in black ink that reads 'Jorge Ramirez'. The signature is written in a cursive, flowing style.

Jorge Ramirez
President and CEO



FEE SCHEDULE

Classification	Hourly Rates	Discounted Rates
Principal	\$215	\$194
Program Manager	\$195	\$176
Principal Engineer	\$190	\$171
Project Manager*	\$145	\$131
Senior Engineer*	\$144	\$130
Project Engineer*	\$135	\$122
Associate Engineer*	\$120	\$108
CAD Specialist	\$110	\$99

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing, equipment rental and any services performed by subcontractor will be billed at cost plus 10%. The rates will be subjected to a 4% annual escalation and will be automatically adjusted in the invoice. Mileage at IRS Rate.

*Classifications are field rates.



K. "Ana" Ananda, PE
Project Manager

PROFESSIONAL CAPABILITIES/SUMMARY

Mr. Ananda has over 30 Years of professional engineering and program management experience in public and private entities, managing millions of dollars in infrastructure. He has a high degree of Project Management, Construction Management, and Contract Administration experience. He has experience with Operation and Maintenance of Water, Sewer, and Recycled Water Systems. Additionally, Mr. Ananda has in depth design and operations experience with Street Improvements, Groundwater Wells, Pumping Stations, Water Treatment Plants and SCADA Systems. Below is a summary of some of Mr. Ananda's notable projects.

YEARS OF EXPERIENCE
30+

EDUCATION
MS, Sanitary/Environmental Engineering

BS, Civil Engineering

REGISTRATIONS
Professional Engineer, California
Water Treatment Plant Operator
Grade 4
Water Distribution System Operator
Grade 5
Sewer Collection System Operator
Grade 4

SUMMARY OF RELEVANT EXPERIENCE

City of South Gate Start-End: 2014- Present
Program Manager

- Mr. Ananda manages the City's Capital Improvement Program, including the design and construction of Elizabeth Reservoir, Santa Fe Water Tower rehabilitation, water mains, booster pump station. He assists operations managing water quality issues of Cr6+, VOCs, I&M, treatment. He represents the City in Regional Water Management meetings, manages regulatory issues of water quality and drought, and manages AMR meter replacement project (est. \$1.1 mil). He assists water and sewer staff with technical issues. He manages RFP's, hiring consultants, managing consultant's task orders and reviews all project schedules to ensure timely delivery.

City of Pico Rivera Start-End: 2012-2014
Contract Utility Program Manager

- Mr. Ananda worked with the Public Works Director to implement programs and projects. He assists in the overall planning, organization and management of all aspects of utility operations, works with field superintendents to ensure coordinated work assignments and project planning related to the operation, maintenance and construction of electric, facility, water and wastewater systems. He conducted reviews, and prepared requisitions for necessary equipment, material and supplies. He also prepared equipment and bid specification documents. Mr. Ananda represents the City in Regional Water Management meetings, and compiles information and projections to aid in the preparation of annual budget requests. He monitors established budget and utilizes authorized budgetary and purchasing procedures. Mr. Ananda manages and provides oversight for contracted utility projects including pump stations SCADA, services, and purchases, regularly inspects work sites to ensure progress and compliance with City standards of quality and contract terms and conditions, and manages operations and maintenance of sewer system.

SYMTECH Corporation, Camp Pendleton
Start-End: 2012
Water Systems Contract

- Mr. Ananda was responsible for the daily operation of Camp Pendleton North Area Water System Supervise SCADA based operations of booster pump stations, water wells, on-site treatment and reservoirs. His tasks included trouble-shoot equipment and systems operations.



K. "Ana" Ananda, PE
Project Manager

Central Basin MWD

Start-End: 2009-2011

Engineering and Operations Manager

- Headed the Engineering and Operations Department where he managed engineering, water resources, operations staff, and consultants. He oversaw the Southeast Water Reliability Project - 13 miles of recycled water mains, pump station, street improvements, and chlorination facilities. Total \$40 million. Mr. Ananda managed imported water distribution to purveyors, operation of water treatment facility, and recycled water distribution system. He prepared project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Long Beach Water Department, Long Beach, CA

Start-End: 1994-2009

Senior Civil Engineer

- Mr. Ananda served as a senior project engineer for the Long Beach Conjunctive Use Program, Pilot Plants for advanced water treatment, well rehabilitation (10 wells), new groundwater wells (7), aquifer storage and recovery wells, and collection systems. He managed the complexed LBWD Bottling Plant Facility (nanofiltration) and Treatment Plant Facility upgrades, and the Long Beach Recycled Water Expansion Project Phase 1. He was the lead in the implementation of major water and sewer main replacement projects. He supervised technical and maintenance staff in preparing the CIP budget, project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Padre Dam Municipal Water District

Start-End: 1990- 1994

Project Manager

- Mr. Ananda served as Project Manager, CALTRANS State Route 52 utility relocation, (60", 12", 20", and 24" water, reclaimed water, and sewer mains). He led the design of Fletcher Hills Reservoir. He managed the preparation of the preliminary design report and CEQA documents report for Galloway Valley Reservoir. Mr. Ananda also managed the design and construction of Five-year Master Plan Water Projects, the design and construction management of San Diego County Water Authority Connection # 6, (30" main), and the design and manage construction of Prospect Avenue water main replacement project (3 miles of 12" main).

Malcolm Pirnie, Inc.

Start-End: 1986-1990

Project Engineer

- Mr. Ananda managed the Chlorination/dechlorination Facility Expansion, in the City of Titusville, Florida. He was in charge of the Lake Formosa sewer rehabilitation project of City of Orlando, Florida (24"- 42" sewers), 7 mgd pump station, construction cost \$7 mil. He managed the South-west interceptor force main master plan and pump station improvements, in the City of Titusville's sewer system. He managed the completion of the water system master plan, and hydraulic analysis, for the City of Holly Hill, Florida.



PROFESSIONAL CAPABILITIES/SUMMARY

Reymundo is a California licensed professional Civil Engineer with more than 23 years of public agency and private sector experience managing more than \$1.5 billion in infrastructure projects in Los Angeles and San Bernardino Counties. Prior to being an owner and principal at SAFNA, Mr. Trejo recently served as the Assistant General Manager and Chief Engineer for San Gabriel Valley's largest wholesale water agency the San Gabriel Valley Municipal Water District (SGVMWD). Mr. Trejo was responsible for the planning, design, and construction of all large-scale infrastructure projects covering 17 cities and 19 local public agencies in the San Gabriel Valley.

His extensive personal contacts among the regional stakeholders and regulatory agencies will be invaluable in identifying the most expeditious path through the maze of institutional and regulatory approvals which will be needed for projects in the San Gabriel Valley. Mr. Trejo's recent work includes program manager of a 9-mile infrastructure pipeline for the SGVMWD required collaboration with stakeholders in the San Gabriel valley including the Los Angeles County Department of Public Works, the City of South El Monte, City of El Monte, City of Baldwin Park, City of Rosemead, and LA County's Park and Recreation at the Whittier Narrows facilities. Mr. Trejo brings strong experience with regulatory agencies including the Los Angeles County Flood Control District, State Water Resources Control Board, Los Angeles County Department of Public Health, Fish and Game, and the U.S. Army Corps of Engineers Los Angeles District.

SUMMARY OF RELEVANT EXPERIENCE

Mr. Trejo currently is a principal at SAFNA Engineering and Consulting, where he is actively engaged with public clients in Los Angeles County. The following is Mr. Trejo's highlights of his program management experience.

Program Management of the San Gabriel Valley Infrastructure System Implementation (2011-2016)

Mr. Trejo served as the Chief Engineer for the San Gabriel Valley's regional recycled water program, where he managed the planning, design, customer development, and construction of over 24 miles of recycled water pipeline conveyance system in several cities including South El Monte, El Monte, Rosemead, La Puente, West Covina, and the City of Industry. As part of this program, Mr. Trejo served as the Program Manager for a 2 Million Gallon steel storage tank constructed on a highly visible neighborhood hillside in the City of West Covina. The project required tremendous coordination with the local utilities, city council, and neighboring residents located near the project. Mr. Trejo also lead the conversion of over 40 customers retrofits to recycled water. This included coordination with the public works departments in South El Monte, El Monte, Rosemead, and West Covina. Mr. Trejo also coordinated all the Federal and State funding as well as the permitting requirements for the project involving the Regional Board, LA County Public Health, and the State's Division of Drinking Water. Because this was partially funded by USBR funding, the program involved the completion of both CEQA and NEPA documentation.

Program Management of the San Gabriel Valley Regional Conveyance Program for Groundwater Replenishment (2010 -2016)

For nearly 6-years, Mr. Trejo lead a team of staff, contractors and consultants in the planning, permitting, and design of a regional Indirect Reuse Groundwater Replenishment Project. This project involved a 9-mile infrastructure pipeline to convey over 10,000 acre-feet annually of Los Angeles Sanitation District's highly treated recycled water to the Los Angeles County Flood Control District spreading grounds at Santa Fe Dam originating from the 60 and 605 freeway to the 210 and 605 interchanges. Mr. Trejo lead the

YEARS OF EXPERIENCE

23

EDUCATION

BS, Civil/Environmental Engineering, University of Southern California

Leadership LA Class of 2012

REGISTRATIONS

Professional Civil Engineer CA (2004) #66962

AFFILIATIONS

Southern California Water Committee

WaterReuse Association National Member

WaterReuse Los Angeles, Orange County, and Ventura Chapters

American Society of Civil Engineers

AWWA Recycled Water Committee

AWWA Desalination Committee

American Council of Engineering Companies



REYMUNDO TREJO, PE Program Manager

feasibility study, groundwater modeling, right of way planning and final design of the program, where it would cross numerous San Gabriel Valley cities and multiple jurisdictions. The project is predominantly located along U.S. Army Corps property adjacent to the San Gabriel River. Mr. Trejo lead all agency coordination with the State Department of Public Health, the Regional Board, the U.S. Army Corps of Engineers, the Sanitation Districts of Los Angeles County, and the Los Angeles County Flood Control District, among numerous other public and private entities. Mr. Trejo also lead all jurisdictional permitting for the project and was successful in receiving the Engineering Report approval from both the State Division of Drinking Water and the Regional Water Quality Control Board

City of Los Angeles Department of Water and Power River Supply Conduit Improvement – Upper Reach Unit 5 and Unit 6 Large Trunk Line Conveyance Program Management (2007-2010)

Mr. Trejo was part of the Boyle Engineering (now AECOM) program management team in charge of design, permit coordination, utility coordination, and agency coordination for the City of Los Angeles Department of Water and Power's large diameter trunk line improvements projects. The trunk diameter ranged from 54 to 78 inches and just over 5 miles of total linear conveyance. The project included tunneling sections and open-trench methods all in the City of Los Angeles. Mr. Trejo worked with numerous agencies, sub-consultants, city staff, and local regulatory agencies in coordinating and securing the permits required for the project.

City of Ontario Program Manager Capital Improvement Projects (2005-2007)

Mr. Trejo served as Principal Engineer and Utilities Manager for the City of Ontario's \$700 Million Capital Improvement Program. He also served as the City's representative in a Developer Partnership New Model Colony. Mr. Trejo was responsible for the overall planning, design, construction, and operations of the water, storm water, and utilities infrastructure. Mr. Trejo headed all local and state permitting requirements, all environmental documents, and final bid documents to contract construction companies following the public design, bid, and build process. Among the projects designed and constructed included one 10 MG pre-stressed concrete storage facilities tank, a 6 MG storage facilities tank, eleven (11) groundwater production well facilities, and nearly 26 miles of sewer and potable water infrastructure pipeline projects. The New Model Colony included the master planning of communities covering over 8,200 acres of undeveloped land, 31,000 residential units, 163 acres of parks, and 5 million square feet of commercial of which recycled water was targeted to supply 25% of the overall water demand. Mr. Trejo worked closely with all design teams during the construction of several public and private housing facilities in the City's downtown area.

City of Long Beach Capital Improvement Plan Implementation Manager (2002-2005)

Mr. Trejo was the water resources manager in charge of all capital improvement projects for the City of Long Beach. He was the lead manager for all master planning efforts for the city including the water, recycled water, and sewer master plans. Mr. Trejo lead the planning, design, and construction of over 20 miles of water main replacement throughout various parts of the City. Mr. Trejo was also the project manager for numerous groundwater wells, aquifer storage and recovery wells, and was the City's representative with regards to all groundwater basin coordination with the Water Replenishment District, the Central Basin Municipal Water District, and the Regional Board.

Program Engineer for the Metropolitan Water District of Southern California (1995-2002)

For more than 7 years, Mr. Trejo served as a staff engineering at the Metropolitan Water District (MWD). Mr. Trejo provided intense project controls, technical and financial analysis and developed recommendations for the weekly management of water supply deliveries through Metropolitan's large-scale infrastructure system. He prepared the analysis involved with the annual water supply costs, system demands, power costs, and system operations for all five treatment plans. Other tasks included the calculation of demands, peaking factors, population projections, cost analysis, and final plan preparation. Mr. Trejo produced extensive analysis working closely with multiple Metropolitan sections and direct coordination with technical planners of 26-member agencies to formulate water forecasts and develop delivery schedules for replenishment and cyclic water deliveries. Mr. Trejo also worked closely with the review of the engineering program expansion of several reservoirs and treatment plan facilities.



PROFESSIONAL CAPABILITIES/SUMMARY

Mr. Shah has more than 28 years of experience regarding municipal utilities engineering and water/wastewater construction engineering services. Umesh has provided engineering services on various government and public projects. While working with the City of San Jose, Umesh assisted on several Zero Waste Project for processing Bio-Degradable City Waste.

YEARS OF EXPERIENCE

28

EDUCATION

BS, MS University of Baroda, India

Registrations

Professional Civil Engineer (C-56113)
California

QSD/QSP License #00712 from
CASQA

SUMMARY OF RELEVANT EXPERIENCE

Western Pacific Storage Solutions, San Dimas, CA Start-End: 01/2018-11/2018

Project Manager

Retail Storage Facilities

- Construction of steel storage facilities for AMAZON, TARGET, WALMART and WILLIAM SONOMA. Mentored (17) people staff including project managers, estimators and CAD.

CORE SKILLS

Management
Design Development
CAD/CAM
AUTOCAD 2D and 3D
MS Office
Primavera
GIS
RSO-OSHA training

OnQuest Inc., San Dimas, CA Start-End: 01/2013 – 01/2018

Lead Project Manager

Various Projects

- Design and Construction of City of San Jose and City of San Francisco Bio-Gas Plants from Degradable Waste to Energy, Fertilizers and CNG.
- Construction of Control Rooms, Compressor Building and Site Grading. Design & Construction of Microturbine Project for Occidental Petroleum in Huntington Beach.
- Selection of Instrumentation like flow meters, Temperature Transmitters and Control valves.
- Prepared O&M Manuals for COM-PAC Skid Mounted Vapor Recovery Systems.
- Specified and Prepared Vessel Drawings per ASME PV Code and AWS D1.1. Prepared Piping and Isometric Drawings. Drilling of Wells for THUMS/OXY. Design and Estimation for Tire Recycling Project Design and Construction of 100,000 GPD LNG Projects for Stabilis Energy, TX and LNG Holdings in Miami.
- Designed, Procured Materials and constructed 150 MGD LNG Project for Fortress Energy Group in Titusville, Florida.
- Design and Construction of City of San Jose and City of San Francisco Bio-gas Plants from Degradable Waste to Energy, Fertilizers and CNG.

EAR Construction, Riverside, CA Start-End: 09/2010 – 01/2013

Project Manager

Various Projects

- Managed and supervised Engineering Department for design review, bidding, and the project management for: MWD Air and Vacuum Valve Relocation Project in Los Angeles County, Vandenberg AFB 30" HDPE Water Line Project and HVAC Upgrades
- City of Corona and City of Fullerton Potable and Recycled Water Pipeline Project

Jurupa Community Service District, Mira Loma, CA Start-End: 06/2003 – 08/2010

Senior Project Manager

Various Projects



Umesh Shah, PE
Principal Engineer

- Design, Budget, Construction and Project Management of Capital Improvement Projects such as, 6 MG Welded Tanks, 11.8 MG Concrete Tank, (4) Wells Drilling and Equipping, Selection of Fairbanks Moarse Pumps for Lift Station, IXP Plant Design and Construction, Pipe Lines 8" to 42" Diameter HDPE/VCP/CML/CMC, Control Valve selection.
- Met with stakeholders for progress reporting, punch-list items and closure.
- SCADA and Electrical upgrade of a treatment plant.
- Replacement of water meters for auto-read district-wide in Mira Loma and Eastvale area.

Rapid Rack Industries, Inc., Industry, CA Start-End: 02/1997 – 06/2003

Project Manager

Various Projects

- Design & Construction, Project Management of Automatic Storage and Retrieval Systems for clients including: MBS Bookstore, UNLV, Sonoma State University, Lucent technologies, Boeing and Corning.
- Warranty repairs, scheduling, estimating and budget preparation.
- Managed the design and strength calculations, first article inspection, kick-off meetings with clients and installation per drawings.

Metropolitan Water District of Southern California, Los Angeles, CA Start-End: 06/1990 – 12/1996

Assistant Engineer & Contract Management

Various Projects

- Design, Construction and Review of submittals for equipment such as fiberglass tanks, pumps, piping, valves, and chlorination etc.
- Major Capital Improvement Projects included: Jensen Filtration Plant-1, Mills Expansion-2, Expansion of Diemer Filtration Plant, procurement of Kubota and Korimoto BFVs for Domingoni Valley Reservoir.
- Approval of major Filtration Equipment and HVAC Equipment, Sizing Ducts, HVAC Units, Title 24 Calculations.
- Trained in the process of Desalination Project and pumps by MWD.

Relevant Project Experience

Water Conveyance

- Vandenberg AFB 30" HDPE Water Line Project and HVAC Upgrades.
- Design and construction of 12-inch Recycled Water Line for City of Corona
- Design and construction of 8-inch Water Line for City of Fullerton
- Replacement of water meters for auto-read district-wide in Mira Loma and Eastvale area.
- Managed and supervised Engineering Department for design review, bidding, and the project management for: MWD Air and Vacuum Valve Relocation Project in Los Angeles County.
- Design and Construction of several miles of conveyance and transmission pipelines, 8" to 42" diameter, using HDPE/VCP/CML/CMC materials for construction.

Sewer and Storm Water

- Over 30,000 LF of Water and Sewer Pipelines cml/cmc, RCP, CPVC, HDPE force mains.
- Demolition of Sewer Plant on Bain/Limonite and construction of new Indian Hills Booster Station.
- River Road Lift Station and Head Works with JWC Environmental Muffin Monster.
- Project manager of 100-Year Flood Control Project at Bain to protect Sewer Plant from shift of flow by 200-FT for Santa Ana River – USACOE, DFG and RWQB Permits
- Project Manager for design and bid preparation for Fairbanks Morse Pumps for Lift Station.

Treatment Facilities

- Design and Construction of Roger T. Garden IXP Plant to treat 8 MG Water and Blending Plan, Site Grading, Drainage, Vessels, Piping, Dosing Pumps, Waste Tanks, Chemical Building.
- Design and construction of Well #17 and Well #18 Nitrate Wellhead Treatment Plant Project.
- Mills Filtration Plant Expansion 2 Project Engineering Support \$55M
- Jensen Filtration Plant Expansion 1 Project Engineering Support \$300 M, contract management, Civil and Mechanical piping, Tanks, Valves, Flocculators, Chlorine Supply
- Project manager for procurement for 66" BFV from Kubota for Diamond Valley Lake.
- Design and Construction of City of San Jose and City of San Francisco Bio-Gas Plants from Degradable Waste to Energy, Fertilizers and CNG.
- Construction of Control Rooms, Compressor Building and Site Grading. Design & Construction of Microturbine Project for Occidental Petroleum in Huntington Beach.
- Designed, Procured Materials and constructed 150 MGD LNG Project for Fortress Energy Group.

**AMENDMENT NO. 3 TO CONTRACT NO. 3340
FOR PROFESSIONAL SERVICES FOR PROJECT MANAGEMENT SERVICES
BETWEEN THE CITY OF SOUTH GATE AND
SAFNA ENGINEERING & CONSULTING, A DIVISION OF SAFNA**

This Amendment No. 3 to Contract No. 3340 for Professional Services for project management services ("Amendment No. 3"), is made and entered into on June 23, 2020, by and between the City of South Gate, a municipal corporation ("City"), and SAFNA Engineering & Consulting, A Division of SAFNA, a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on July 11, 2017, the City Council approved Contract No. 3340 with SAFNA Engineering & Consulting, a Division of Heateflex ("Agreement") for project management services, for a one-year term, through and including June 30, 2018, in an amount not to exceed Two Hundred Fifteen Thousand Dollars (\$215,000);

WHEREAS, on June 26, 2018, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") extending the Scope of Services for a one-year term, through and including June 30, 2019, in an amount not to exceed Two Hundred Forty Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Sixty-Three Thousand Dollars (\$463,000);

WHEREAS, on June 25, 2019, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2") extending the Scope of Services for a one-year term, through and including June 30, 2020, in an amount not to exceed Two Hundred Forty Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a total sum of Seven Hundred Eleven Thousand Dollars (\$711,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 3 to the Agreement ("Amendment No. 3") extending the Scope of Services on a month-to-month basis for not more than eight additional months, through and including February 28, 2021, in an amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000), under the terms and conditions of the Agreement provided that the current hourly rates schedule remains unchanged, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of Eight Hundred Seventy-Six Thousand Dollars (\$876,000).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **MODIFICATION TO AGREEMENT.**

- a. **TERM.** The term of the agreement is hereby extended on a month-to-month basis, for not more than eight additional months, **through and including February 28, 2021**, inclusive, unless terminated earlier by the City. The City reserves the right to terminate the Agreement upon thirty (30) days' prior written notice to Consultant.
- b. **COMPENSATION.** Without limiting the generality of the foregoing, the hourly compensation payable by City to Consultant shall remain unchanged during the term of this Amendment No. 3 as extended by Section 1 above. Furthermore, the City reserves the right to augment or reduce the scope of work as the City deems necessary.

The amount of compensation paid by City to Consultant **shall not exceed One Hundred Sixty-Five Thousand Dollars (\$165,000.00)**. The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of Eight Hundred Seventy-Six Thousand Dollars (\$876,000).

2. **INDEPENDENT CONTRACTOR.** Consultant is hereby retained as an independent contractor for the sole purpose of rendering professional and/or special services described herein. Neither Consultant nor its employees are agents or employees of the CITY. Consultant shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance. Consultant, as an independent contractor, is responsible for paying under federal, state or local law. Consultant and its employees are thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, Consultant is not eligible to receive overtime, vacation or sick pay. Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of City. Consultant shall have the sole and absolute discretion in determining the methods, details and means of performing the services required by City. Consultant shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the services to be performed under this Agreement. CITY shall not have any right to direct the methods, details and means of the services; however, Consultant must receive prior written approval from City before using any sub-consultants for services under this Agreement.

3. **INDEMNIFICATION OF CALPERS DETERMINATION.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing

services under the Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the 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.

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force.


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

**SAFNA ENGINEERING AND CONSULTING,
A DIVISION OF SAFNA:**

By: 
Page 3 of 4

Amendment No. 3
to Contract No. 3340

Jorge Ramirez, President

Dated: July 7TH, 2020

**AMENDMENT NO. 4 TO CONTRACT NO. 3340
EXTENDING PROJECT MANAGEMENT SERVICES BETWEEN
THE CITY OF SOUTH GATE AND
SAFNA ENGINEERING & CONSULTING, A DIVISION OF SAFNA**

This Amendment No. 4 to Contract No. 3340 extending project management services ("Amendment No. 4"), is made and entered into on February 23, 2021, by and between the City of South Gate, a municipal corporation ("City"), and SAFNA Engineering & Consulting, A Division of SAFNA, a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on June 27, 2017, the City Council approved Contract No. 3340 with SAFNA Engineering & Consulting, a Division of Heateflex ("Agreement") for project management services, for a one-year term, through and including June 30, 2018, in an amount not to exceed Two Hundred Fifteen Thousand Dollars (\$215,000);

WHEREAS, on June 26, 2018, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") extending the Scope of Services for a one-year term, through and including June 30, 2019, in an amount not to exceed Two Hundred Forty Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Sixty-Three Thousand Dollars (\$463,000);

WHEREAS, on June 25, 2019, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2") extending the Scope of Services for a one-year term, through and including June 30, 2020, in an amount not to exceed Two Hundred Forty Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a total sum of Seven Hundred Eleven Thousand Dollars (\$711,000);

WHEREAS, on June 23, 2020, the City Council approved Amendment No. 3 to the Agreement ("Amendment No. 3") extending the Scope of Service on a month-to-month basis for not more than eight additional months, through and including February 28, 2021, in an amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 and Amendment No. 3 to a total sum of Eight Hundred Seventy Six Thousand Dollars (\$876,000); and

WHEREAS, the City Council and Consultant desire to execute Amendment No. 4 to the Agreement ("Amendment No. 4") extending the Scope of Services on a month-to-month basis for not more than six additional months, through and including August 23, 2021, in an amount not to exceed One Hundred Twenty-Four Thousand Dollars (\$124,000) under the terms and conditions of the Agreement provided that the current hourly rates schedule remains unchanged, bringing the

aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 to a total sum of One Million Dollars (\$1,000,000).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **TERM.** The term of the Agreement is hereby extended on a month-to-month basis, for not more than twelve additional months, **through and including August 23, 2021**, inclusive, unless terminated earlier by the City. The City reserves the right to terminate the Agreement upon thirty (30) days' prior written notice to Consultant and without any additional compensation.
- b. **COMPENSATION.** Without limiting the generality of the foregoing, the hourly compensation payable by City to Consultant shall remain unchanged during the term of this Amendment No. 3 as extended by Section 1 above. Furthermore, the City reserves the right to augment or reduce the scope of work as the City deems necessary.

The amount of compensation paid by City to Consultant **shall not exceed One Hundred Twenty Four Thousand Dollars (\$124,000)**. The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 shall not exceed the total sum of One Million Dollars (\$1,000,000).

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force.

[Remainder of page left blank intentionally.]

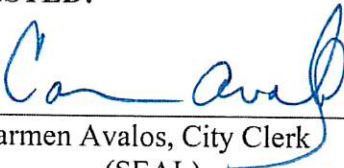
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

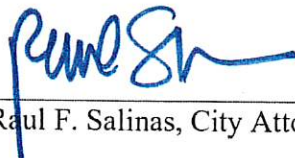
By: 
Maria Davila, Mayor

Dated: 3-4-2021

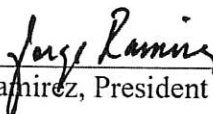
ATTESTED:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**SAFNA ENGINEERING AND CONSULTING,
A DIVISION OF SAFNA:**

By: 
Jorge Ramirez, President

Dated: 2/18/21

**AMENDMENT NO. 5 TO CONTRACT NO. 3340
EXTENDING PROJECT MANAGEMENT SERVICES, BETWEEN
THE CITY OF SOUTH GATE AND
SAFNA ENGINEERING & CONSULTING, A DIVISION OF SAFNA**

This Amendment No. 5 to Contract No. 3340, Extending Project Management Services ("Amendment No. 5"), is made and entered into on August 10, 2021, by and between the City of South Gate, a municipal corporation ("City"), and SAFNA Engineering & Consulting, a Division of SAFNA, a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on June 27, 2017, the City Council approved Contract No. 3340 with SAFNA Engineering & Consulting, a Division of Heateflex ("Agreement"), for project management services, for a one-year term, through and including June 30, 2018, in an amount not to exceed Two Hundred and Fifteen Thousand Dollars (\$215,000);

WHEREAS, on June 26, 2018, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") extending the Scope of Services for a one-year term, through and including June 30, 2019, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Sixty-Three Thousand Dollars (\$463,000);

WHEREAS, on June 25, 2019, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2") extending the Scope of Services for a one-year term, through and including June 30, 2020, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a total sum of Seven Hundred Eleven Thousand Dollars (\$711,000);

WHEREAS, on June 23, 2020, the City Council approved Amendment No. 3 to the Agreement ("Amendment No. 3") extending the Scope of Service on a month-to-month basis for not more than eight additional months, through and including February 28, 2021, in an amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to a total sum of Eight Hundred Seventy-Six Thousand Dollars (\$876,000);

WHEREAS, on February 23, 2021, the City Council approved Amendment No. 4 to the Agreement ("Amendment No. 4") extending the Scope of Service on a month-to-month basis for not more than six additional months, through and including August 23, 2021, in an amount not to exceed One Hundred Twenty-Four Thousand Dollars (\$124,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment

No. 2, Amendment No. 3 and Amendment No. 4 to a total sum of One Million Dollars (\$1,000,000); and

WHEREAS, the City Council and Consultant desire to execute Amendment No. 5 to the Agreement ("Amendment No. 5") extending the Scope of Services on a month-to-month basis for not more than twelve additional months, through and including August 10, 2022, in an amount not to exceed Two Hundred and Forty-Eight Thousand Dollars (\$248,000) under the terms and conditions of the Agreement provided that the current hourly rates schedule remains unchanged, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 to a total sum of One Million Two Hundred and Forty-Eight Thousand Dollars (\$1,248,000).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **TERM.** The term of the Agreement is hereby extended on a month-to-month basis, for not more than twelve additional months, **through and including August 10, 2022**, inclusive, unless terminated earlier by the City. The City reserves the right to terminate the Agreement upon thirty (30) days' prior written notice to consultant and without any additional compensation.
- b. **COMPENSATION.** Without limiting the generality of the foregoing, the hourly compensation payable by City to Consultant shall remain unchanged during the term of this Amendment No. 5 as extended by Section 1, above. Furthermore, the City reserves the right to augment or reduce the scope of work as the City deems necessary.

The amount of compensation paid by City to Consultant **shall not exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000)**. The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No 5, shall not exceed the total sum of One Million Two Hundred and Forty-Eight Thousand Dollars (\$1,248,000).

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. 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.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

Dated: 08-16-21

ATTESTED:

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

APPROVED AS TO FORM:

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

**SAFNA ENGINEERING AND CONSULTING,
A DIVISION OF SAFNA:**

By: Jorge Ramirez
Jorge Ramirez, President

Dated: 8/5/2021

AMENDMENT NO. 6 TO CONTRACT NO. 3340 FOR REQUEST FOR PROPOSAL SERVICES BETWEEN THE CITY OF SOUTH GATE AND SAFNA ENGINEERING & CONSULTING, A DIVISION OF SAFNA CORPORATION

This Amendment No. 6 to Contract No. 3340 for Professional Services to Prepare Request for Proposals ("Amendment No. 6"), is made and entered into effective on February 8, 2022, by and between the City of South Gate, a municipal corporation ("City"), and SAFNA Engineering & Consulting, a division of SAFNA Corporation, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS:

WHEREAS, on June 27, 2017, the City Council approved Contract No. 3340 with SAFNA Engineering & Consulting, a division of Heateflex Corporation ("Agreement"), for project management services, for a one-year term, through and including June 30, 2018, in an amount not to exceed Two Hundred and Fifteen Thousand Dollars (\$215,000);

WHEREAS, on June 26, 2018, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") extending the Scope of Services for a one-year term, through and including June 30, 2019, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Four Hundred Sixty-Three Thousand Dollars (\$463,000);

WHEREAS, on June 25, 2019, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2") extending the Scope of Services for a one-year term, through and including June 30, 2020, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to a total sum of Seven Hundred Eleven Thousand Dollars (\$711,000);

WHEREAS, on July 22, 2019, SAFNA Engineering & Consulting, a division of Heateflex Corporation, filed with the Secretary of State, State of California, a Certificate of Amended and Restated Articles of Incorporation of Heateflex Corporation, a California Corporation, to revise the First Article of the Amended and Restated Articles of Incorporation to read as follows: "FIRST: The name of this corporation is SAFNA Corporation." Therefore, the name of the company changed to SAFNA Engineering & Consulting, a division of SAFNA Corporation;

WHEREAS, on June 23, 2020, the City Council approved Amendment No. 3 to the Agreement ("Amendment No. 3") extending the Scope of Service on a month-to-month basis for not more than eight additional months, through and including February 28, 2021, in an amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment

No. 2 and Amendment No. 3 to a total sum of Eight Hundred Seventy-Six Thousand Dollars (\$876,000);

WHEREAS, on February 23, 2021, the City Council approved Amendment No. 4 to the Agreement ("Amendment No. 4") extending the Scope of Service on a month-to-month basis for not more than six additional months, through and including August 23, 2021, in an amount not to exceed One Hundred Twenty-Four Thousand Dollars (\$124,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 to a total sum of One Million Dollars (\$1,000,000); and

WHEREAS, on August 10, 2021, the City Council approved Amendment No. 5 to the Agreement ("Amendment No. 5") extending the Scope of Services on a month-to-month basis for not more than twelve additional months, through and including August 10, 2022, in an amount not to exceed Two Hundred and Forty-Eight Thousand Dollars (\$248,000) under the terms and conditions of the Agreement provided that the current hourly rate schedule remains unchanged, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 to a total sum of One Million Two Hundred Forty-Eight Thousand Dollars (\$1,248,000).

WHEREAS, the City and Consultant desire to execute Amendment No. 6 in an amount not to exceed **Twenty-Two Thousand and Five Hundred Dollars (\$22,500)**, for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, and Amendment No. 6 to a total sum of **One Million Two Hundred Seventy Thousand, and Five Hundred Dollars (\$1,270,500)**.

NOW, THEREFORE, the parties hereby agree as follows:

1. COMPENSATION.

The amount of compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed **Twenty-Two Thousand and Five Hundred Dollars (\$22,500)**.

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.

[Remainder of page left blank intentionally.]

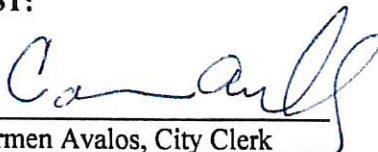
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 6 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:


By: 
Al Rios, Mayor

Date: 02/16/2022

ATTEST:

By: 
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**SAFNA ENGINEERING &
CONSULTING, A DIVISION OF
SAFNA CORPORATION:**

By: 
Jorge Ramirez, President

Date: 2/3/2022

**AMENDMENT NO. 7 TO CONTRACT NO. 3340
EXTENDING PROJECT MANAGEMENT SERVICES, BETWEEN
THE CITY OF SOUTH GATE AND
SAFNA ENGINEERING & CONSULTING, A DIVISION OF SAFNA**

This Amendment No. 7 to Contract No. 3340, extending Project Management Services ("Amendment No. 7"), is made and entered into on July 26, 2022, by and between the City of South Gate, a municipal corporation ("City"), and SAFNA Engineering & Consulting, a Division of SAFNA, a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on June 27, 2017, the City Council approved Contract No. 3340 with SAFNA Engineering & Consulting, a Division of Heateflex ("Agreement"), for project management services, for a one-year term, through and including June 30, 2018, in an amount not to exceed Two Hundred and Fifteen Thousand Dollars (\$215,000);

WHEREAS, on June 26, 2018, the City Council approved Amendment No. 1 to the Agreement ("Amendment No. 1") extending the Scope of Services for a one-year term, through and including June 30, 2019, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to Four Hundred Sixty-Three Thousand Dollars (\$463,000);

WHEREAS, on June 25, 2019, the City Council approved Amendment No. 2 to the Agreement ("Amendment No. 2") extending the Scope of Services for a one-year term, through and including June 30, 2020, in an amount not to exceed Two Hundred Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to Seven Hundred Eleven Thousand Dollars (\$711,000);

WHEREAS, on June 23, 2020, the City Council approved Amendment No. 3 to the Agreement ("Amendment No. 3") extending the Scope of Services on a month-to-month basis for not more than eight additional months, through and including February 28, 2021, in an amount not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to Eight Hundred Seventy-Six Thousand Dollars (\$876,000);

WHEREAS, on February 23, 2021, the City Council approved Amendment No. 4 to the Agreement ("Amendment No. 4") extending the Scope of Service on a month-to-month basis for not more than six additional months, through and including August 23, 2021, in an amount not to exceed One Hundred Twenty-Four Thousand Dollars (\$124,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 to One Million Dollars (\$1,000,000);

WHEREAS, on August 10, 2021, the City Council approved Amendment No. 5 to the Agreement (“Amendment No. 5”) extending the Scope of Service on a month-to-month basis for not more than twelve additional months, through and including August 10, 2022, in an amount not to exceed Two Hundred and Forty-Eight Thousand Dollars (\$248,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 and Amendment No. 5 to One Million Two Hundred Forty-Eight Thousand Dollars (\$1,248,000);

WHEREAS, on February 8, 2022, the City Council approved Amendment No. 6 to the Agreement (“Amendment No. 6”), in an amount not to exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, Amendment No. 5, and Amendment No. 6, to One Million Two Hundred Seventy Thousand Five Hundred Dollars (\$1,270,500);

WHEREAS, the City Council and Consultant desire to execute Amendment No. 7 to the Agreement (“Amendment No. 7”) extending the Scope of Services on a month-to-month basis for not more than twelve additional months, through and including August 9, 2023, in an amount not to exceed **Two Hundred and Forty-Eight Thousand Dollars (\$248,000)** under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 and Amendment No. 7 to One Million Five Hundred and Eighteen Thousand Five Hundred Dollars (\$1,518,500).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM OF THE AGREEMENT.

The term of the Agreement is hereby extended on a month-to-month basis, for not more than twelve additional months, through and including August 9, 2022, inclusive, unless terminated earlier by the City. The City reserves the right to terminate the Agreement upon thirty (30) days’ prior written notice to consultant and without any additional compensation.

2. SCOPE OF WORK.

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

3. COMPENSATION.

The amount of compensation paid by City to Consultant shall be in accordance with the Scope of Services and as described in Exhibit “A” attached hereto and part of this Agreement and shall not exceed **Two Hundred Forty-Eight Thousand Dollars (\$248,000)**. The aggregate total of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and

Amendment No. 7 shall not exceed **One Million Five Hundred Eighteen Thousand Five Hundred Dollars (\$1,518,500)**.

4. EFFECT OF AMENDMENTS.

Except as expressly amended herein, all other terms and conditions of the Agreement and its amendments, attachments, and exhibits thereto, shall remain in full force. 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 Services as City deems necessary.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 7 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: Al Rios
Al Rios, Mayor

Dated: 08/09/2022

ATTEST:

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

APPROVED AS TO FORM:

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

**SAFNA ENGINEERING AND CONSULTING,
A DIVISION OF SAFNA:**

By: Jorge Ramirez
Jorge Ramirez, President

Dated: 07/25/2022



July 05, 2022

Mr. Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
City of South Gate
8650 California Avenue
South Gate, CA 90280

**Re: Proposal for AMENDMENT NO. 7 TO CONTRACT NO. 3340 WITH SAFNA
ENGINEERING & CONSULTING, A DIVISION OF SAFNA, TO EXTEND
PROJECT MANAGEMENT SERVICES for the City of South Gate**

Dear Mr. Cervantes,

In response to your request, SAFNA Engineering & Consulting, is pleased to submit this proposal to extend Contract No. 3340 on a month-to-month basis for up to 12 months. With the City's approval of Amendment 7, SAFNA will continue providing project management services as described in EXHIBIT "A" SCOPE OF SERVICES AND FEE PROPOSAL.

Our Senior Project Utilities Manager will manage and support the 2022/23 Projects listed in the attached Scope of Services. SAFNA fees are NOT TO EXCEED \$248,000 for Amendment 7.

Please see the attached Scope & Fee Schedule. If you have any questions, please contact, Mr. Ana Ananda at 626-975-4672.

Sincerely

A handwritten signature in cursive script that reads 'Jorge Ramirez'.

Jorge Ramirez,
President



SCOPE OF SERVICES AND FEE PROPOSAL
EXHIBIT "A"

The following scope of services is work identified, as necessary for the delivery of Capital Improvement Program projects.

- Provide project management services necessary to implement capital improvement program projects, from beginning to end as required, for a variety of water system improvements such as water main replacements, water well improvements, water treatment systems, major water well repairs and SCADA system upgrades.
- Provide general administrative services necessary for the implementation of the projects including but not limited to preparing professional services agreement and construction contracts, purchase orders, staff reports, project communications with City staff, letters, power point presentations, budgeting documents, etc. as required by City processes.
- Prepare Requests for Proposals for the procurement of professional services necessary to implement water system improvement projects. Assist in evaluation of proposals and selection of professional services consultants.
- Manage construction procurement processes including but not limited to overseeing the preparation of plans, specifications and estimates for construction bidding; managing the bid process; conducting bid analysis; etc.
- Collaborate with local, state, and federal regulatory agencies, as required to obtain review and approval of capital projects.
- Prepare plans, specifications and estimated on small projects, such as for replacing water meters, fire hydrants, water laterals, and other system components.
- Oversee engineering consultants in the preparation of plans, specifications and estimates, technical reports, engineering analysis, and other tasks as necessary for the implementation of capital projects for the municipal water system.
- Collaborate with the Water Division as necessary to conduct reviews of the water system to develop and understanding for the purposes of implementing water system improvement projects.
- Develop project budgets, funding plans and project implementation schedules. Track project schedules and budgets.



- Receiving and processing of change orders. Assisting with change order negotiations. Project coordination, Correspondence, Processing of progress payments Construction Inspection
- Prepare grant applications and administer grants received.
- Perform day to day communications with the Engineering Division and other City Departments, project stakeholders, regulatory agencies, the general public, etc. as required for the project.
- Provide the resources necessary to manage & support the implementation of the following projects, on the schedule noted:

Projects-FY 2022/23
AMI/AMR Water Meter Replacement, Phase III
Water System Facilities Chlorination Upgrades, (Project No. 586-WTR)
Water Well No. 30, (Project No. 605-WTR)
Coating of Hawkins, Santa Fe and Elizabeth Tanks (Project No. 645-WTR)
Well Decommissioning at Two Locations, (Project No. 646-WTR)
PFAS Study (Project No. 666-WTR)
*Park Reservoir PFOA Treatment Facility (Design)
*Water Main Replacement Phases I, II, and III
Citywide Valve Replacement
Sewer System Management Plan (SSMP)
As-needed Engineering Services
**Other Miscellaneous Projects*
SCADA SYSTEM UPGRADE
Well 18 and 14 Rehabilitation
Well Meter and MWD Inter-ties



July 5, 2022

City Clerk's Office
Attn: Mr. Arturo Cervantes, PE
Assistant City Manager/Director of Public Works
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Fee Proposal for Project Management Services for Capital Improvement Program Projects for the Municipal Water System – AMENDMENT 7

Dear Mr. Cervantes:

SAFNA Engineering & Consulting (SAFNA) is pleased to present our Fee schedule for our senior professional candidate. We submitted our proposal in a separate correspondence.

Senior Utilities Project Manager Hourly Rate \$124.00
Not to Exceed \$248,000

Thank you for the opportunity to serve your City. Please contact me directly at 818-441-2153 or jramirez@safna.com, should you have any questions regarding this submittal.

Sincerely,

A handwritten signature in black ink that reads 'Jorge Ramirez' in a cursive script.

Jorge Ramirez
President

Contract No. 3340AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the **CITY OF SOUTH GATE**, a municipal corporation ("City"), and **SAFNA ENGINEERING & CONSULTING, A DIVISION OF HEATEFLEX**, a California corporation, ("Consultant") identified in Section 1 hereof.

RECITALS

WHEREAS, City desires to engage Consultant to perform certain specialized technical and professional engineering services, as provided herein, in connection with that certain project identified as: **PROJECT MANAGEMENT SERVICES**;

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to the Agreement are:

- A. Owner: The City of South Gate, a municipal corporation, having its principal office at 8650 California Avenue, South Gate, California 90280.
- B. Consultant: SAFNA Engineering & Consulting/ division of Heateflex Corporation
405 E. Santa Clara Street
Arcadia, CA 91006

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:

Arturo Cervantes, P.E.
Director of Public Works/City Engineer
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

B. The principal representative of the Consultant shall be:

Jorge Ramirez

President

SAFNA Engineering & Consulting

405 E. Santa Clara Street

Arcadia, CA 91006

Phone: 626-599-8566

Email: jramirez@heateflex.com

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, on an as-needed basis to perform technical and professional services in accordance with the "Scope of Work" attached hereto as Exhibit "A" and proposal attached hereto as Exhibit "B." Consultant shall perform and complete, in a manner satisfactory to City, all work and services requested in accordance with Exhibit "A" The Director of Public Works, or the Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works.

4. Commencement and Completion of Work.

The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Director of Public Works, has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work requested in accordance with Exhibit "A" shall be for a term of one (1) year, commencing on the date of the last signature on this agreement and ending on June 30, 2018, exclusive of any review periods required by City and any extensions approved pursuant to Section 5 below. Consultant shall have no claim for compensation for any additional services or work, which has not been preauthorized in writing by the Director of Public Works.

5. Extension of Time for Completion of Work.

A. If, at any time, the work is delayed due to suspension order by the City, or due to any other cause which, in the reasonable opinion of the City is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 11.

B. Consultant shall submit to the Director of Public Works a written request for an extension of time within ten (10) days after the commencement of such delay, citing the reason for such delay. Failure to submit the written request within such time period shall constitute a waiver thereof. The Director of Public Works shall, in his sole discretion, determine whether and to what extent any extensions of time shall be permitted. If the Director of Public Works approves such request, he shall do so in writing.

C. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, the City shall in good faith consider any request for additional compensation submitted by Consultant.

6. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the timely performance of the work requested in accordance with Exhibit "A"

7. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

8. Consultant's Personnel.

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

B. 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.

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

D. Each project proposal shall disclose sub-consultants and the estimated cost of work. All sub-consultant services shall require prior approval of the Public Works Department.

E. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant and/or its employee, independent contractors, agents, or representatives in

connection with the work performed arising from this Agreement, to the extent resulting from their negligent or other wrongful conduct.

9. Compensation.

A. The total compensation to be paid by City to Consultant for all work and services requested shall be in accordance with an hourly fee schedule of One Hundred and Seven Dollars and Zero Cents (\$107.00) per hour for Project Management Services, the total compensation for the total time of work pursuant to Section 4 shall not exceed Two Hundred Thousand and Fifteen Dollars and Zero Cents (\$215,000.00) per year, and be as submitted pursuant to the written budget proposal submitted for as-needed work with costs identified for each such project, program, or activity. All requests by the City for supporting documentation are required for payment of invoiced services. The City reserves the right to withhold payment until said documentation is provided. Travel expenses (time, mileage, etc.) to attend business meetings and/or any other business associated with as-needed services shall be waived and shall not be shown on the Consultant and sub-consultant's compensation submittal to the City.

B. On or before the fifth day of each calendar month following commencement of the work, Consultant may cause to be made and submitted to City a written detailed estimate of the value of all work completed and materials incorporated into the project up to the first day of the month in which the estimate is made. In reviewing and approving such estimate, the City may consider, in addition to other facts and circumstances, the relationship of the work completed to the work remaining to be done. The City shall have the right to retain ten percent (10%) of the estimated cost of the work as partial security for Consultant's performance of this Agreement. Within thirty (30) days after approval of Consultant's estimate, City shall pay to Consultant the balance of such estimated value after deducting there from all prior payments and all sums to be retained as partial security under the terms of this Agreement.

C. Upon satisfactory completion of all work and services requested in accordance with Exhibit "A" and City's approval thereof, City shall pay to Consultant the total amount remaining due for each increment or phase of the work, including all funds retained as partial security. Final payment shall be made by City to Consultant within sixty (60) days after City's written acceptance of the work.

D. 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.

10. Indemnity and Insurance.

A. Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's and/or its employees, independent contractors, agents, or representatives negligent or wrongful acts, errors or omissions. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. In addition to paragraph A, above, (1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation-coverage as required by law.
- Employer's Liability-limits of at least \$1,000,000 per occurrence.

(b) Comprehensive General Liability

- Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to, cancellation of the policy, ten (10) days notice if cancellation is due to nonpayment of premium.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

11. Termination for Convenience.

The City through its City Manager, or his designee, 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 a total amount equal to its actual costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

12. Termination for Cause.

A. The City through its City Manager, or his designee, may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

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

(2) 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.

B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 12, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided above in paragraph A, City may, at its election, require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., 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.

D. If, after notice of termination of the Agreement under the provisions of this Section 12, 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 Section 11.

13. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. 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. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

14. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, 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, 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.

C. Consultant 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 the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

15. Subcontracting, Delegation and Assignment.

A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the City; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee 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, delegee or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

16. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use. City's reuse of such materials on any project other than the project, which is the subject of this Agreement, shall be at City's sole risk.

17. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

18. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this

Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

19. Severability

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

20. Exhibits.

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Work
Exhibit "B" Proposal dated June 13, 2017

21. Governing Law.

This Agreement shall be governed by the laws of the State of California. Venue shall be within the County of Los Angeles.

22. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement. Agreement for staff augmentation services is approved for one (1) year ending June 30, 2018.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF SOUTH GATE AND SAFNA ENGINEERING AND CONSULTING, A
DIVISION OF HEATEFLEX CORPORATION**

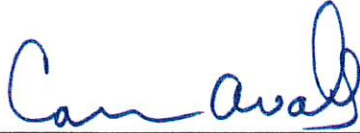
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

"CITY"
CITY OF SOUTH GATE

By: 
Maria Davila, Mayor

Dated: 7-11-17

ATTEST:


Carmen Avalos, City Clerk
(SEAL)

"CONSULTANT"
SAFNA ENGINEERING AND CONSULTING,
A DIVISION OF HEATEFLEX CORPORATION

By: 
Jorge Ramirez


President, Heateflex Corporation

Dated: 7-20-2017

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

Exhibit "A"

Scope of Work

The following Scope of Work provides for typical duties that may be expected from the selected Utility Engineer in areas relative to municipal water system engineering, including but not limited to:

- Knowledge and design principles of transmission and distribution facilities including water mainlines, customer services, booster pump stations, pressure regulating stations and associated appurtenances.
- Knowledge and design principles of water production facilities such as water wells, hydrology, drilling, equipping, buildings, motors, and pumps.
- Knowledge and design principles of water storage and treatment facilities including reservoirs, water tanks, and chlorine systems.
- Knowledge and design principles of electrical systems such as modification, upgrade, and replacement of existing electrical systems, including motor control centers, motor starters, electrical panels, instrumentation and control systems, and SCADA systems.
- Knowledge of water quality issues such as operations and maintenance practices, optimization, best available treatment alternatives, operational troubleshooting, investigations, evaluations, and other water treatment concerns including compliance with applicable rules, regulations and laws.
- Knowledge of environmental compliance practices relative to Spill Containment and Prevention Systems, Environmental Compliance Audits, Asbestos and Lead Surveys, Hazardous Materials Abatement and Remediation, Environmental Site Assessments, Surface Water Quality Issues, Air Quality Source Testing, and analysis of proposed projects and funding sources for compliance with the California Environmental Quality Act (CEQA) and/or the Federal National Environmental Policy Act (NEPA).
- Knowledge of applying for and administering State and Federal grants or other funding sources. Activities may include advising the City of grant funding opportunities for engineering and construction financing and, when directed, prepare funding applications, invoices, and other required documentation.
- Provide development review support for City staff focusing on water related issues with an understanding and knowledge of the City development review process and practice. Be competent and knowledgeable in construction materials and methods and codes and standards in the field for which they are performing plan review.
- Provide limited construction management services for public works water facilities and

infrastructure improvements including, but not limited to water mains, reservoirs, tanks, valves, treatment facilities, recycled water systems, chlorine systems, pumps, motors, and booster stations.

- Provide coordination services to facilitate coordination with utility companies, contractors, and City staff.
- Preparation or review of complex technical documents including reports, studies, regulatory filings, statements of compliance, and other correspondence.
- Attend meetings with City Staff, prepare meeting minutes, and make presentations as directed.



June 13, 2017

Attn: Arturo Cervantes
Public Works Director
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: Proposal for Project Management Services for the City of South Gate

Dear Mr. Cervantes:

SAFNA Engineering & Consulting recently hired Ana Ananda to join our team of professionals. I understand that Mr. Ananda is a critical part of the City's project delivery success. To maintain continuity and avoid any disruptions to the City's critical projects, we have prepared this proposal and are committed to offer Mr. Reymundo Trejo and Mr. Ananda to support the City in the delivery of your projects. We will also honor the existing hourly rate that the City is paying for these services. As part of this proposal, the following sections have been prepared for your consideration:

- Firm Overview
- Project Team
- SAFNA Experience
- Resumes
- Fee Schedule

Thank you for the opportunity to serve your agency. Please feel free to contact me at 626-599-8566.

Sincerely,

A handwritten signature in cursive script that reads 'Jorge Ramirez'.

Jorge Ramirez
President and CEO

Firm Overview

Background

SAFNA Engineering and Consulting (SAFNA) has a long legacy of offering a wide range of professional engineering services and products to public and private clients. With offices in Arcadia and San Dimas, the company has a work force of over 40 employees providing engineering and consulting services in program management, engineering design, and implementation of infrastructure projects.

SAFNA's roots began in 1974, when its parent company, Heateflex Corporation, successfully accommodated the stringent engineering design and fabrication support services for private, semiconductor, and related high-technology industry clients. As the parent company grew financially, it began to diversify its portfolio offerings into enhanced engineering services, fabrication of tanks, and specialized solutions for fluid heating requirements through organic growth and the merger and acquisition of SAFNA. For over four decades, the company has maintained a strong focus in customer satisfaction.

Today, SAFNA has evolved into a full-service engineering services and product company, with strong financial backing, corporate headquartered in Arcadia, CA, with full production and fabrication facilities in San Dimas, CA.

Certifications

SAFNA is a proud participant and holder of several certifications. Below are the active certifications:

Minority Business Enterprise (MBE)

- City of Los Angeles
- Southern California Minority Business Development Council (SCMBDC)
- California Public Utilities Commission (CPUC)

Small Business Enterprise (SBE)

- Metropolitan Water District of Southern California
- California Department of General Services
- City of Los Angeles
- Port of Los Angeles
- City of Long Beach
- Port of Long Beach
- Los Angeles Community College District
- Los Angeles Unified School District
- San Diego County Water Authority

Additionally, the company is certified by National Board (NB) of Boiler & Pressure Vessel Inspectors and the American Society of Mechanical Engineers (ASME).

Services

We offer a broad range of engineering and planning services and are expanding our offerings as we continue to recruit experienced professionals that bring passion, integrity, and innovative approaches to meet our clients' challenges.

Program and Project Management

We provide project and program management support services for large complex projects, capital improvement programs, and short term project management assignments. Our experienced engineers and project managers provide immediate service and offer flexible schedules to support as needed project needs and milestones. Our project and program management services includes integrated management of staff, consultants, and contractors. We support preparation of request for proposals (RFP) and assist in developing evaluation criteria to select the most qualified firms. We provide agency owner's representation on capital improvement program (CIP) review, daily management, and overall program execution.

Planning and Feasibility Studies

Our engineering professionals can support clients in strategic planning and feasibility studies. We believe that conducting a review of existing plans and studies may help determine if alternative solutions may become available. We can collaborate with clients and planning teams to bring a fresh perspective on agency strategic objectives and provide recommendations.

Utility Research and Design

The state of California is undergoing tremendous infrastructure renovation and expansion of facilities, utility infrastructure and transportation corridors. One of the most important tasks in selecting the pipeline alignments, modification of underground structures and preparing the design plans is the location of other utilities within the project site. Our staff performs thorough investigations that allow utility constraints to be identified during the alignment studies and may help avoid potential conflicts during construction, resulting in cost savings and time saved. Our provides utility design support services for including utility research, utility design, drainage design, water and sewer design, and utility relocation planning.

CAD Design Services

Our engineering staff is fully capable in Bentley, AutoCAD and Revit platforms and has experience working with various agency standards. We have experience in the use of drafting programs, including Autodesk's Revit, to develop detailed drawings and to produce construction documents as an aid in structural analysis and detailing for various structures. We can utilize Microstation/AutoCAD drafting and design production to develop engineering plans with plans and profiles, grading plans,

mechanical and structural details, electrical, and P&IDs. Our capabilities also include Advanced 3D design modeling and 2D & 3D visualizations.

Permitting Services

Our professionals understand the permitting process and level of coordination required to effectively complete design and construction projects. We bring a comprehensive and disciplined approach to identifying, tracking, managing and acquiring permits. Our services include preparation of permitting applications, detailed status monitoring, and direct coordination with each agency to ensure timely receipt of permits and other required project documentation. We have experience in permit support efforts with major utility agencies, county agencies, federal agencies, regulatory agencies, and state agencies throughout California.

E	AutoCAD Microstation	P	Feasibility Studies	W	Program Development	P	Program Management	C	Constructability Review
N	Utility Research	L	CEQA/NEPA Support	A	CIP Implementation	R	Budget Control	O	Construction Observation
G	Utility Design	A	Grant Strategic Planning	T	Customer Development	O	Program Schedule	N	Contract Administration
I	Drainage Design	N	Grant Applications	R	Retrofit Design	M	Owner's Representation	S	Resident Engineer
N	Water Design	I	Grant Administration	E	Permitting	A	RFP Development & Procurement	T	Reporting
E	Sewer Design	N	Utility Relocation Planning	U	Stakeholder Coordination	M	CIP Management and Execution	R	Document Control
R	Permits	G		S	Engineering Reports	E	Conservation Program Management	A	Closeout Administration
J				E	Regulatory Support	N	Stakeholder Coordination	G	Utility Coordination
I						T		M	
N								A	
G								N	

Staff Augmentation Services

Our firm provides engineering professionals to meet short-term and long-term project assignments at various levels of experience. Our staff augmentation services are flexible, and include part-time or full-time interns, junior engineers, assistant engineers, inspectors, or senior management professionals.

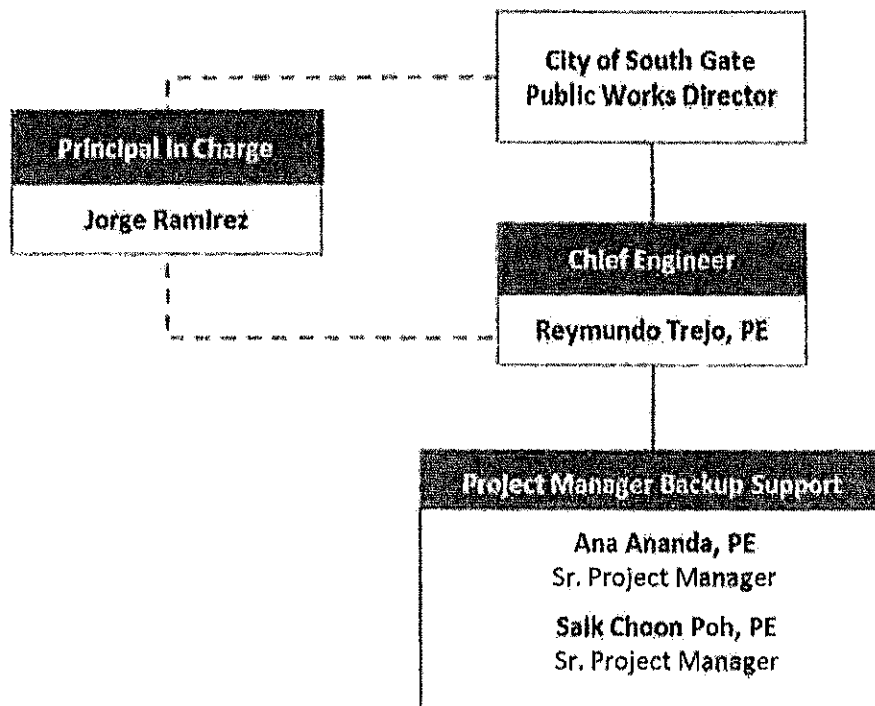
Grant Writing Services

Many of the infrastructure agencies rely on some level of grants funding to fund design and construction of projects. Our understanding of the funding process has helped agencies obtain millions in grants and loans for project development and implementation. These programs include Proposition 50, Chapter 8; U.S. Bureau of Reclamation Title XVI; California Clean Water State Revolving Fund; Proposition 84; Proposition 1 Water Bond; Measure M; and others.

Project Team

Proposed Team and Organizational Chart

Mr. Reymundo Trejo is the Chief Engineer of SAFNA, and will serve as our proposed Senior Project Manager for the City. We are also submitting two additional back up project managers should the City need additional resources to complete projects on time and within budget. Below is the proposed organizational chart to support the City.



Local Familiarity and Presence

Our corporate offices are in the City of Arcadia, centrally located in the county of Los Angeles. Our key senior project manager and support team members are familiar with the project locations and are stationed in our Arcadia headquarters, giving us the ability to respond to all project requirements in an efficient manner. Mr. Trejo will report directly at the City of South Gate Public Works offices, supported by Mr. Ananda. Mr. Ananda will report directly to Mr. Trejo on all assignments.

Commitment and Availability

We carefully selected each of the project core team members based on experience as well as commitment to the project needs and schedule. Below is a summary of the percent availability for each of the project members.

REYMUNDO TREJO, Chief Engineer	100%
ANA ANANDA, Senior Project Manager	50%
SAIK CHOON POH, Senior Project Manager	50%

Proposed Team Resumes are included at the end of this proposal.

SAFNA Experience

Firm Experience

SAFNA has worked with several private and public agencies in completing projects. Below are some of SAFNA's notable projects.

Carlsbad Ocean Water Desalination Project

SAFNA was part of the design-build team for the Carlsbad desalination project. The Carlsbad Desalination plant provides 50 MGD of water to approximately 300,000 residents in San Diego. One of the most critical processes and components of the plant was the selection and design of a pre-treatment process. SAFNA was part of the design-build team responsible for designing innovative pre-treatment filtration vessels (patent-pending) that extends the life of the plant's Reverse Osmosis equipment and meets NSF 61 requirements. Running high corrosive seawater through treatment equipment at 250 psi



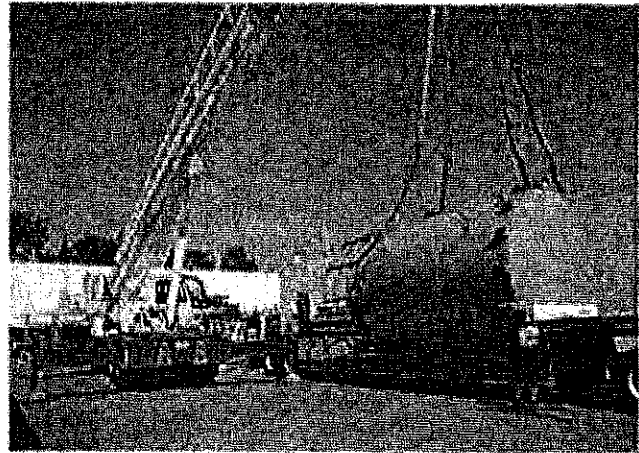
of pressure posed water quality and structural integrity challenges. The experienced SAFNA team selected natural polypropylene as the internal structural cage. A total of 17 multi cartridge filter vessels were designed and manufactured at the SAFNA facilities in San Dimas, CA. The vessels were made of carbon steel, lined with Endura-flex offering several benefits to the project including cost savings, reduced maintenance, and equipment longevity. Among the key design services provided by SAFNA's engineers includes:

- Design of Pressure Vessel Using ASME CODE, Section VIII, Division 1
- ASME Design and Code Verification Software
- Utilized SolidWorks to Create 3D Model
- Stress Analysis
- Prepared all Seismic Calculations
- Developed Torque and Setting Specifications
- Generated Operations Manual
- Hydrostatic Testing
- Prepared Manufacturing Drawings and Weld maps using AutoCAD
- NSF-61 Certification, Design and Testing
- Fabrication of All Vessels at SAFNA's San Dimas, CA Facility

- SolidWorks modelling and simulation to determine internal material deflection and wear based on variable flow rates and water pressure

Metropolitan Water District of Southern California F.E. Weymouth Filtration Plant

The Metropolitan Water District completed the F.E. Weymouth Treatment Plant in 1940. It serves the county residents of Los Angeles and Orange. To enhance its output and lower chlorine levels the amounts of chlorine, a plant retrofit was planned to disinfect primarily with ozone. Construction is underway for an ozone water treatment process, which when completed in 2017, will make Weymouth the final Metropolitan treatment plant retrofitted for ozone disinfection. Compared to chlorine, ozone destroys a wider range of micro-organisms, produces fewer byproducts and removes unpleasant tastes and odors more effectively. When using ozone, bromate is produced as a byproduct and requires additional treatment to manage it.



SAFNA designed three very specific and customized 10,600-gallon sulfuric acid storage tanks, made with carbon steel (CS), to address this issue. The in-house design and production of the project tanks included:

- Engineered to API Standard
- Used API Modeling Software to Confirm Design Conformity
- Prepared all Seismic Calculations for Tank Anchors
- Hydrostatic Testing
- Prepared All Manufacturing Drawings and Weld Maps using AutoCAD
- Design and Fabricated Tanks at the SAFNA San Dimas, CA Facility

Irvine Ranch Water District – Michelson Water Recycling Plant – Bio-solids and Energy Recovery Facilities

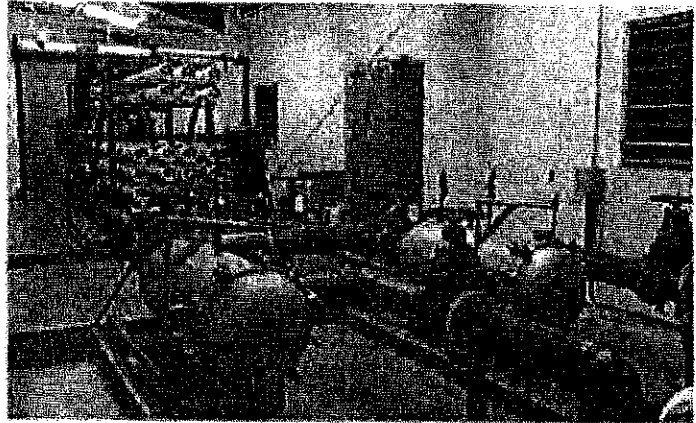
The Michelson Water Reclamation Plant treats thousands of gallons of wastewater to produce reclaimed water for irrigation applications. The wastewater treatment process also produces a nutrient rich by-product referred to as biosolids. This new facility will utilize a biological and heat process to convert the biosolids into fertilizers, and utilize the resulting biogas as a fuel to generate electricity. SAFNA was responsible for designing and fabricating two stainless steel utility water tanks (8,600 gallons each) along with one sodium hydroxide storage tank (CS) as part of the project.

Engineers estimate that this facility will save IRWD customers \$10 million a year over the next 20 years. Below are some of the design aspects of the tasks assigned to SAFNA:

- Engineered to API Standard
- Used API Modeling Software to confirm design conformity
- Seismic Calculations for Tank Anchors
- Hydrostatic Testing
- Prepared All Manufacturing Drawings and Weld Maps using AutoCAD
- Design and Fabricated Tanks at the SAFNA San Dimas, CA Facility

Simi Valley Water Works

Simi Valley Waterworks provides over 23,000 acre-feet of potable water annually using 40 storage facilities. SAFNA built and supplied a multi-cartridge filter housing for pre-reverse osmosis filtration at 800 GPM. Among the design tasks completed by SAFNA's team includes:



- Design of Pressure Vessel using ASME CODE, Section VIII, Division 1
- ASME Design and Code Verification Software
- Generated Operations Manual
- Hydrostatic Testing
- Drafting with AutoCAD - Manufacturing Drawings, Weld Maps

Long Beach Water Department Recycled Water Program

As one of the oldest recycled water systems in California, the city of Long Beach Recycled Water System Expansion increased the reliability of the system, providing system looping and allowing new customers to connect. Successful implementation of the project included:

- Managing the day-to-day capital improvement plan and ongoing system operations
- Managing the preparation of the recycled water master plan
- Managing the design team in the preparation of the plans and bid documents for the construction of recycled water pipelines
- Customer development and negotiated agreements on recycled water use



City of Ontario Recycled Water Program

As the largest customer of the Inland Empire Utilities Agency's recycled water system, the City of Ontario has managed one of the most aggressive water reuse programs in the Inland Empire. Successful implementation of the program included:

- Managing and directing staff, consultants, and contractors
- Developing design criteria
- Developing city construction standards
- Managing the preparation of design bid documents for the construction of new recycled water pipelines and laterals to new customers
- Managing the completion of the recycled water master plan and recommending a phased approach to a recycled water expansion program
- Implementation of Phase 1 of the recycled water pipeline expansion unique recycled water users included farmers for agricultural irrigation, industrial users (including an industrial laundry customer), and several new developments with use in HOA areas, common areas, and city parks.



Los Angeles Department of Water and Power Recycled Water Customer Conversions

The City of Los Angeles has continued to invest in water reuse projects. SAFNA's staff has prior experience serving as a consultant to the Los Angeles Department of Water and Power's recycled water division. The customer conversions program involved several duties and responsibilities including:

- Recycled water customer development
- Preparation of workshops for school leaders, park staff, and city staff
- Managing retrofit design work
- Preparation of design plans
- Preparation of permit applications
- On-site field investigations
- Customer coordination

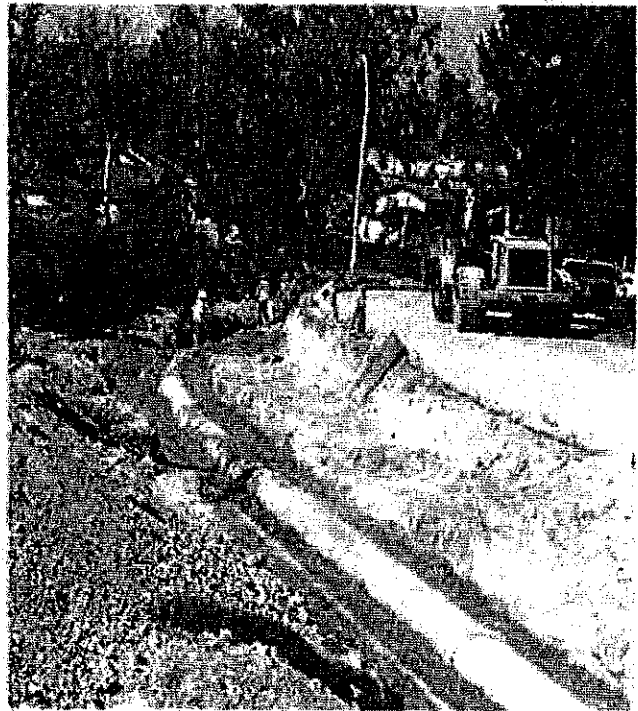
Among the unique project challenges was the development of an engineering report for an industrial laundry user, preparation of design plans for the conversion of a cooling tower at a medical facility, and the retrofit and successful conversion of one of the first city of Los Angeles schools.

Upper San Gabriel Valley Municipal Water Pump Station, 2MG Reservoir Tank, 24 Miles of 8 to 24-inch Recycled Water System Expansion

South El Monte, Rosemead, and West Covina, CA

Over the last decade, the Upper District has continued to implement a \$50 million recycled water program in the San Gabriel Valley. SAFNA's Chief Engineer previously served as Program Manager for the program. The program management responsibilities included developing the overall program budget, maintaining the overall implementation schedule, and delivering the completed system under strict funding schedules driven by federal ARRA funding.

The program involved a fast track approach for the preparation of procurement packages for consulting design services, and the preparation of final design bid documents for the construction of several miles of pipelines, multiple pump stations, and a 2 million-gallon storage tank. Under the program manager's leadership, the District was successful in obtaining all permits from the local cities, the Los Angeles County Department of Public Health, and received approvals for all amendments to the CEQA documents to accommodate design changes warranted during implementation. The Chief Engineer led all customer development, coordinating with all end user entities including the cities of South El Monte, Rosemead, and West Covina; the Suburban Water Systems, and the San Gabriel Valley Water Company. Due to the strategic planning and coordination, the project was completed on time and the start-up of the entire system was achieved successfully.





Reymundo Trejo, PE
EXECUTIVE DIRECTOR
CHIEF ENGINEER

EDUCATION

*BS/Civil Environmental
Engineering, University of
Southern California*

*Leadership LA
Class of 2012*

YEARS OF EXPERIENCE

*Over 21 years of
Professional Engineering
and Executive
Management Experience in
Southern California*

REGISTRATIONS

*Professional Civil
Engineer/CA (2004)
#66962*

*T2 Water Treatment
Operator Certification*

AFFILIATIONS

*Orange County Water
Association*

*Southern California Water
Committee*

*WaterReuse Association
National Member*

*WaterReuse Los Angeles,
Orange County, and
Ventura Chapters*

*American Society of Civil
Engineers*

*AWWA Recycled Water
Committee*

*AWWA Desalination
Committee*

*American Council of
Engineering Companies*

Mr. Trejo's background involves management of a broad range of infrastructure and engineering projects. He has been in charge of advanced water treatment, conveyance infrastructure, waste water conveyance, and regional scale recycled water programs, that spans more than 21 years and involved nearly \$1 Billion in infrastructure programs. He has been responsible for infrastructure programs for regional, coastal and Inland Empire agencies. Since he has been employed by both private and public agencies, as well as having had a position of responsibility in a city environment, he has a versatile frame of reference with regard to planning, operations, budgets, grant funding, staffing, and overall program requirements. He is a proven manager of complex programs, innovative projects, and personnel, with emphasis on effective management. Mr. Trejo currently serves on the CA-NV AWWA Recycled Water and Desalination Committees, where he continues to work to enhance the existing recycled water, desalination water, and conveyance design standards.

Prior to joining SAFNA Engineering & Consulting, Mr. Trejo served as Chief Engineer and Assistant General Manager at the Upper San Gabriel Valley Municipal Water District (Upper District), where he managed the implementation of a \$55 Million recycled water program, regional water conservation, and water resources programs. As Chief Engineer, he was responsible for the day to day activities involving complex engineering decisions and working with dozens of consultants, contractors, water districts and local cities, negotiating terms and conditions to implement regional projects. The customers that Mr. Trejo connected to the recycled water system included golf courses, private customers (Edison's Headquarters), schools, and parks.

Mr. Trejo's combined 21 years of professional engineering experience at an executive position in both private and public includes a diverse mix of regional projects. Below are highlights of Mr. Trejo's diverse infrastructure management, technical, research and project management experience.

Upper San Gabriel Valley MWD (Upper District) Direct Reuse System - Mr. Trejo served as the Chief Engineer for the \$50 Million recycled water program, where he managed the planning, design, customer development, and construction of over 24 miles of pipeline, a 2 Million Gallon steel storage tank, and conversion of over 40 customers. Mr. Trejo also coordinated all the Federal and State funding as well as the permitting requirements for the project involving the Regional Board, LA County Public Health, and the State's Division of Drinking Water.

San Gabriel Valley Indirect Reuse Groundwater Replenishment Project - For over five years, Mr. Trejo lead a team of staff, contractors and consultants in the planning and permitting of a \$100 Million Indirect Reuse Groundwater Replenishment Project. This project involved a feasibility study, groundwater modeling, pipeline right away assessment, and coordination with the State Department of Public Health, the Regional Board, the Army Corps of Engineers, the Sanitation Districts of Los Angeles County, among numerous other public and private entities. Mr. Trejo also lead the effort of obtaining over \$1 Million in grant funding and in-kind services

to study, research, and complete the permitting process for the project. The research included Soil Aquifer Treatment Study Using Soil Column Tests, as well as the Water Reuse Research Foundation Study of Treatment Process Trains (Reverse Osmosis and Ozone) for Direct Potable Reuse. Mr. Trejo also lead all permitting for the project and was successful in receiving the Engineering Report approval from both the State Division of Drinking Water and the Regional Water Quality Control Board.

City of Ontario Program Manager Conveyance Projects – Mr. Trejo served as Principal Engineer and City of Ontario's representative in a Developer Partnership New Model Colony. Mr. Trejo was responsible for the overall management of the water and sewer infrastructure estimated at more than \$350M. Mr. Trejo lead the development of request for proposals, evaluating and hiring professional engineering consulting firms. Mr. Trejo headed all final bid documents to contract construction companies following the public bid process. Among the projects designed and constructed included one 10 MG pre-stressed concrete storage tank, one 6 MG storage tank, eleven (11) groundwater production wells, and several miles of sewer and potable water pipeline projects. The New Model Colony included the master planning of communities covering over 8,200 acres of undeveloped land, 31,000 residential units, 163 acres of parks, and 5 million square feet of commercial of which recycled water was targeted to supply 25% of the overall water demand.

Long Beach Seawater Desalination Demonstration Program - Mr. Trejo was the City's project engineer for the Long Beach Water Department's \$14 million Seawater Desalination Demonstration Program utilizing an innovative nano-filtration method and comparing it to traditional reverse osmosis membranes. Mr. Trejo managed staff and multiple consultants in this Design Build Project. He oversaw the preparation of design plans and specifications, coordinated construction activities and pursued permitting requirements directly with regulatory agencies including the RWQCB, State DPH, the Long Beach Planning Department and the California Coastal Commission. He also administered the desalination partnership agreements with the United States Bureau of Reclamation and the Los Angeles Department of Water and Power. The project was built as Design Build, and Mr. Trejo served as the resident engineer for the project.

City of Oxnard Advanced Water Purification Facility – While at AECOM, Mr. Trejo is the Principle in Charge for the Construction Management Services for the City of Oxnard's \$100 Million Advanced Water Purification Facility and Conveyance program involving RO and UV treatment of recycled water for landscape irrigation and groundwater injection applications. The plant consisted of a 6.25 MGD advanced treatment facility expandable to 30 MGD, with approximately 9 miles of pipeline conveyance.

North Orange County Recycled Water Treatment and Conveyance Feasibility Study, La Habra, CA and MWDOC – While at Boyle Engineering (acquired by AECOM during his tenure), Mr. Trejo served as Project Manager responsible for studying the developing a recycled water program within the City of La Habra, supported by the MWDOC. Mr. Trejo's team identified potential customers, identified satellite

treatment plant options, costs, and potential locations for construction. Several treatment technologies were evaluated, including conveyance alternatives, and a large anchor recycled water customer base including the Westridge golf course.

Recycled Water Program Implementation for the City of Los Angeles Department of Water and Power (LADWP), City of Upland, West Basin Municipal Water District, City of Oxnard, and the City of Ontario – While at AECOM, Mr. Trejo served as Project Director responsible for developing recycled water programs, negotiating contracts and converting existing potable users to recycled water use on both potable and non-potable systems. Mr. Trejo lead the program coordination of these projects with LADWP, West Basin, Department of Public Health, the City of Upland and representatives from each end user during the design, construction and inspection of each site.

Ion Exchange Treatment Plant Facility and Two Groundwater Well Design and Construction Program Management, City of Ontario - Mr. Trejo was the Principal Engineer managing the design and construction of a 2,400 gpm Ion Exchange treatment facility and two ground water wells. The project's objective was to treat the high Nitrate and Perchlorates in the groundwater basin, and produce water that meets drinking water standards. Additionally, Mr. Trejo was successful in processing a \$4.5 Million State Grant funding application for the project.

Annual Operations Plans, Water Distribution System Mass Balance Modeling and Demand Projections, Metropolitan Water District of Southern California – Mr. Trejo provided intense technical and financial analysis and developed recommendations for the weekly management water supply deliveries. He prepared the analysis involved with the annual water supply costs, system demands, power costs, and system operations for all five treatment plans. Other tasks included the calculation of demands, peaking factors, population projections, cost analysis, and final plan preparation. Mr. Trejo produced extensive analysis working closely with multiple Metropolitan sections and direct coordination with technical planners of 26 member agencies to formulate water forecasts and develop delivery schedules for replenishment and cyclic water deliveries.

Recycled Water, Potable Water and Sewer Master Plans and Water Resource Planning Studies City of Long Beach, City of Ontario and Metropolitan Water District

Mr. Trejo has lead the development of numerous master plans for recycled water, potable water, and sewer water for numerous cities and municipalities including the City of Long Beach, the City of Ontario, the City of Palm Springs, Metropolitan Water District, and the City of La Habra.

Southwest District Director of Client Services – Boyle Engineering, Inc.

Mr. Trejo served as business development and district director for Boyle Engineering, managing projects, staffing, and daily operations for the Southwestern

U.S. business region. This included 5 offices of staff, managers, and clients. Mr. Trejo was responsible for winning work, executing work to meet profit margins, and responsible for all performance of the 5 offices primarily located in southern California including Ventura, Los Angeles, Ontario, Newport Beach, and San Diego. Mr. Trejo was also selected as the transition leadership team when AECOM acquired Boyle Engineering. His roles and responsibilities include office consolidation, client consolidation, proposal preparation, competitive proposal interviews, and day to day operations and execution of work assignments. Among one of his most important roles was serving as the client service manager for Los Angeles County clients.

District Director of Business Development and Recycled Water Practice Leader – AECOM

Prior to joining Upper District in December 2010, Mr. Trejo served as District Director at one of the largest global engineering firms (AECOM), providing executive leadership, client service management, and technical advisory in development of recycled water programs. Mr. Trejo had access to more than 50,000 employees, allowing him to leverage technical staff and national experience among the firm's five major business lines including Environment, Transportation, Water, Design and Energy, to develop innovative approaches to infrastructure planning, program management, treatment design and construction management. Additionally, Mr. Trejo served on the Executive Leadership team responsible for implementing a corporate wide rebranding and reorganization of AECOM's companies and business lines, occurring during an economically challenged consulting industry.

His primary responsibilities included supporting municipalities and public agencies in initiating and completing projects, assisting AECOM's project multi-business teams in meeting the requirements of major infrastructure undertakings, and ensuring that AECOM was consistently providing high-quality service to the firm's Southwest District clients, including those served by AECOM's offices in Los Angeles, Orange County, San Diego, Ontario, and Ventura. As a Business Development Director, Mr. Trejo had an annual sales revenue target of \$20 million for his respective service area. Mr. Trejo's essential functions as Director included:

- Assigned as Client Service Manager for the Los Angeles Department of Water and Power, the West Basin MWD, the Long Beach Water Department, and the City's Bureau of Engineering and Sanitation.
- Responsible for relationship building at all levels of the client's organization, an in depth understanding of the regulatory and technical challenges, a keen sense and understanding of the client's budgetary process.
- Represented the firm in a public setting, while working closely with Board Commissions, General Managers, and local stakeholders.
- Developed Comprehensive Strategic Client Business Plans and project specific budgets and work plans for AECOM Water as well as multi business line strategic Pursuit Plans for the City of Los Angeles.
- Directed multi-business line client management strategies in Water, Environment, Design and Energy groups for the City of Los Angeles LADWP,



Reymundo Trejo, PE
EXECUTIVE DIRECTOR
CHIEF ENGINEER

Bureau of Engineering, and Bureau of Sanitation.

- Responsible for strategic recruiting, workforce development, and mentoring.
- Principal in charge on all projects with assigned clients, responsible for interviews with the Board and Executive Management.
- Responsible for annual budget preparation and meeting growth plan initiatives.

PUBLICATIONS/PRESENTATIONS

WaterReuse – Ontario's Recycled Water Program: From Farmers and Beyond, Palm Springs, CA 3/2007

AWWA – CA/NV – Ontario's Recycled Water Program Implementation, CA 10/2006

AWWA – Long Beach Desalination Program, San Antonio, TX 6/2005

AWWA – Long Beach Desalination Program, Phoenix, AZ

Desalination Hearing, Central Basin 2004

ACWA Annual Conference – Lessons Learned in Developing an Indirect Reuse Groundwater Replenishment Program with the new regulations – December 2014

Mr. Trejo was also an expert guest speaker at a number of Water Forums sponsored by the local Senators as well as local Assembly Members in the San Gabriel Valley.

EDUCATION

*M.Eng., Environmental and
Water Quality Engineering,
Massachusetts Institute of
Technology
B.S., Civil Engineering,
Loyola Marymount
University*

YEARS OF EXPERIENCE

*Over 18 years of
Professional Engineering
Experience in Southern
California*

REGISTRATIONS

*Professional Engineer, State
of California
National Association of
Sewer Service Companies
(NASSCO) - PACP, MACP,
LACP*

Mr. Poh has over 18 years of professional engineering experience in project management and design experience from small to multi-billion dollar CIPs. He is a proven project manager and understands project phases from planning, design and construction management. Mr. Poh has a strong background in water conveyance pipeline, sewer, and potable wells design. He has served a project manager on complex design projects, and has served as resident engineer on treatment plant design build projects. He is sensitive to client's needs and technical expectations. Below are some of Mr. Poh's project experience.

Professional Experience

Project Experience North Long Beach Sewer Improvement Project Phase 1 and Phase 2, Long Beach Water Department, Long Beach, CA

Mr. Poh was the Project Manager for the design for the rehabilitation of approximately 19,600 linear of existing sewer lines. Scope of services include reviewing of existing closed-circuit television (CCTV) inspections for structural deficiencies and provided recommendations to rehabilitate and replace the sanitary sewer pipeline ranging in diameter from 8 to 12 inches. Pipe material includes vitrified clay pipe (VCP) and concrete pipe (CP or NRCP). The sewer mains identified for sewer improvements are located throughout the City of Long Beach. Inspection reviews were performed by NASSCO certified personnel. Rehabilitation methods include trenchless repairs for full or sectional pipe lengths using cured-in-place pipe (CIPP), UV CIPP, carbon fiber reinforced polymer (FRP), glass FRP, top hats, and other alternative methods. Additionally, DRP prepared bid documents (Plans and Specifications) for the project.

S-1 Sewer Lift Station Rehabilitation Upgrade, Long Beach Water Department, Long Beach, CA

Mr. Poh was Project Manager for Field Assessment and Engineering design for this lift station rehabilitation project (0.2-3 MGD) consisting the field assessment of the existing odor control units, Corrosion of Electrical Gear caused by H₂S, VFDs & pump clogging, condition of Wet well (concrete degradation and lining) and Dry wet. The engineering design includes replacing/upgrading the pumps, wet well rehab, and installation of new lining to the wet well and electrical gear.

S-12 Sewer Lift Station Rehabilitation Upgrade, Long Beach Water Department, Long Beach, CA

Mr. Poh was the Project Manager for Field Assessment, Engineering design and Construction Management Services for this lift station rehabilitation project (3-5 MGD) consisting the field assessment of the existing odor control units, Corrosion of Electrical Gear caused by H₂S, VFDs & pump clogging, condition of Wet well (concrete degradation and lining) and Dry wet., FOG, groundwater intrusion. The engineering design includes replacing/upgrading the odor control unit, wet well rehab, installation of new lining to the wet well and electrical gear.

Orange Avenue/Del Amo Blvd/ Walnut Ave Street Sewer Upgrade, Long Beach Water Department, Long Beach, CA

Mr. Poh was the Resident Engineer for the project which consisted of approximately 1,019 LF of 12- inch sewer to be upsized to a 15-inch sewer along Walnut Avenue between Market Street and Jackson Street (located in a built-out, high-density residential/commercial area) the installation of a 10-inch double barrel HDPE siphon with steel casings, and the rehabilitation of nine (9) brick manholes. The new 15-inch line will connect to a Los Angeles County Sanitation District (LACSD) 33- inch trunk sewer. The project is located in a built-out, high-density residential/commercial area

Orange Avenue/7th Street Sewer Upgrade, Long Beach Water Department, Long Beach, CA

Mr. Poh was the Deputy Project Manager for the design and performed construction management services for the construction of approximately 1,300 linear feet of 12- inch Extra Strength VCP within 7th Street and 1,775 linear feet of 30-inch Extra Strength VCP within Orange Avenue. This project also included several manholes, a drop manhole, and a sewer siphon. The project required hydraulic modeling, trench load calculations, and cost estimates, Preliminary Design Report (PDR), traffic control plans, and permitting. The trench-load calculations were based on the findings of the soils report to determine the Vitrified Clay Pipe (VCP) strength required for the project, trench width, load factor and the pipe bedding class. The pipeline route had challenging rights-of-way and easement issues, with open-trench construction and jack-and-bore within the existing street right-of-way.

Powell Butte Reservoir No. 2, Portland Water Bureau, Portland OR

Mr. Poh was the Deputy Project Manager for the design of a buried 50 MG concrete reservoir, which consisted of reservoir mixing analysis, hydraulic capacity modeling for the inlet and outlet piping; the design of inspection vault, energy dissipation structure and pumping facilities. Responsibilities included the overall design coordination among various design disciplines; Managed production of detailed design drawings, including coordinating work and supervising team of engineers and designers, specification writing, financial performance, schedule and coordination with client.

Pipeline Replacement Projects, Golden State Water Company, Southern California

Mr. Poh acted as the Project Engineer for various pipeline replacement projects within the Capital Improvement Program (CIP), including approximately 20,000 linear feet of 12-inch, 8-inch, and 6- inch water main located throughout the Client's water system. Responsibilities included supervision of a team of engineers and designers to prepare design drawings; conducting utility research and field verifying locations; performing hydraulic analysis of water systems; and coordinating with Client regarding preferences and design standards.



K. "Ana" Ananda, PE Senior Project Manager

EDUCATION

*MS Engineering
(Sanitary/Environmental)
University of Florida,
Gainesville
BS (Civil Engineering)
University of Sri Lanka,
Peradeniya*

YEARS OF EXPERIENCE

*Over 28 years of
Professional Engineering
and Operations Experience
in Southern California*

REGISTRATIONS

*Professional Engineer, State
of California
Water Treatment Plant
Operator Grade 4
Water Distribution System
Operator Grade 5
Sewer Collection System
Operator Grade 4*

Mr. Ananda has over 28 Years of professional engineering and operations experience in public and private entities, managing millions of dollars in infrastructure. He has a high degree of Project Management, Construction Management, and Contract Administration experience. He has experience with Operation and Maintenance of Water, Sewer, and Recycled Water Systems. Additionally, Mr. Ananda has in depth design and operations experience with Street Improvements, Groundwater Wells, Pumping Stations, Water Treatment Plants and SCADA Systems. Below is a summary of some of Mr. Ananda's notable projects.

Professional Experience

City of South Gate, (2014 - Present) - Contract Utility Manager

Mr. Ananda manages the design and construction of Elizabeth Reservoir, Santa Fe Water Tower rehabilitation, water mains, booster pump station (est. \$15 mil). He assists operations managing water quality issues of Cr6+, VOCs, I&M, treatment. He represents the City in Regional Water Management meetings, manages regulatory issues of water quality and drought, and manages AMR meter replacement project (est. \$1.1 mil). He assists water and sewer staff with technical issues.

City of Pico Rivera, (2012 — 2014) - Contract Utility Manager

Mr. Ananda worked with the Public Works Director to implement programs and projects. He assists in the overall planning, organization and management of all aspects of utility operations, works with field superintendents to ensure coordinated work assignments and project planning related to the operation, maintenance and construction of electric, water and wastewater systems. He conducted reviews, and prepared requisitions for necessary equipment, material and supplies. He also prepared equipment and bid specification documents. Mr. Ananda represents the City in Regional Water Management meetings, and compiles information and projections to aid in the preparation of annual budget requests. He monitors established budget and utilizes authorized budgetary and purchasing procedures. Mr. Ananda manages and provides oversight for contracted utility projects including pump stations SCADA, services, and purchases, regularly inspects work sites to ensure progress and compliance with City standards of quality and contract terms and conditions, and manages operations and maintenance of sewer system.

SYMTECH Corporation, Camp Pendleton, (2012) - Water Systems Contract Operator

Mr. Ananda was responsible for the daily operation of Camp Pendleton North Area Water System Supervise SCADA based operations of booster pump stations, water wells, on-site treatment and reservoirs. His tasks included trouble-shoot equipment and systems operations.

Central Basin MWD (2009 — 2011) - Engineering and Operations Manager

Headed the Engineering and Operations Department where he managed engineering, water resources, operations staff, and consultants. He oversaw the Southeast Water Reliability Project - 13 miles of recycled water mains, pump station, street improvements, and chlorination facilities. Total \$40 million. Mr. Ananda managed Imported water distribution to purveyors, operation of water treatment facility, and recycled water distribution system. He prepared project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Long Beach Water Department, Long Beach, CA (1994-2009) - Senior Civil Engineer

Mr. Ananda served as project engineer for the Long Beach Conjunctive Use Project, Pilot Plants for advanced water treatment, well rehabilitation (10 wells), new groundwater wells (7), aquifer storage and recovery wells, and collection systems. He managed the complexed LBWD Bottling Plant (nanofiltration) and Treatment Plant upgrades, and the Long Beach Recycled Water Expansion Project Phase 1. He was the lead in the implementation of major water and sewer main replacement projects. He supervised technical and maintenance staff in preparing the CIP budget, project/CIP budgets, CEQA documents, recycled water master, customer development, and cost benefit analysis.

Padre Dam Municipal Water District (1990-1994) - Project Manager

Mr. Ananda served as Project Manager, CALTRANS State Route 52 utility relocation, (60", 12", 20", and 24" water, reclaimed water, and sewer mains). He led the design of Fletcher Hills Reservoir. He managed the preparation of the preliminary design report and CEQA documents report for Galloway Valley Reservoir. Mr. Ananda also managed the design and construction of Five-year Master Plan Water Projects, the design and construction management of San Diego County Water Authority Connection # 6, (30" main), and the design and manage construction of Prospect Avenue water main replacement project (3 miles of 12" main).

**Malcolm Pirnie, Inc. (1986-1990)
Project Engineer**

Mr. Ananda managed the Chlorination/dechlorination Facility Expansion, in the City of Titusville, Florida. He was in charge of the Lake Formosa sewer rehabilitation project of City of Orlando, Florida (24"- 42" sewers), 7 mgd pump station, construction cost \$7 mil. He managed the South-west interceptor force main master plan and pump station improvements, in the City of Titusville's sewer system. He managed the completion of the water system master plan, and hydraulic analysis, for the City of Holly Hill, Florida. Mr. Ananda successfully completed the wastewater treatment plant expansion, treatment study and hydraulic analysis, for the City of Holly Hill.



June 13, 2017

Attn: Arturo Cervantes
Public Works Director
City of South Gate
8650 California Avenue
South Gate, CA 90280

RE: FEE SCHEDULE – Project Management Services for the City of South Gate

Dear Mr. Cervantes:

SAFNA Engineering & Consulting is committed to providing continuation services with Mr. Reymundo Trejo as our key personnel, supported by Mr. Ana Ananda and Mr. Saik Choon Poh. At this time, I am committed to offer the same hourly rate of \$107 per hour for the proposed candidates.

Thank you for the opportunity to serve your agency. Please feel free to contact me at 626-599-8566.

Sincerely,

A handwritten signature in cursive script that reads 'Jorge Ramirez'.

Jorge Ramirez
President and CEO

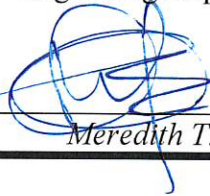
SEP 29 2022
4:30pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022
Originating Department: Community Development

Department Director:



Meredith T. Elguira

City Manager:



Chris Jeffers

SUBJECT: AGREEMENT WITH FIESTA TAXI COOPERATIVE, INC., FOR DELIVERY SERVICES RELATED TO THE FOOD INSECURITY ASSISTANCE PROGRAM

PURPOSE: To consider approving a Professional Services Agreement between the City of South Gate and Fiesta Taxi Cooperative, Inc., doing business as Fiesta Taxi/Ride Yellow (“Fiesta Taxi”), for delivery related services for the implementation of the Food Insecurity Program.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving a Professional Services Agreement with Fiesta Taxi to provide food delivery services in an amount not to exceed \$88,000 for services rendered in FY 2021/22 (November through June) and FY2022/23 (July 1, 2022 – June 30, 2023); and
- b. Authorizing the Mayor to execute the Professional Services Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The \$88,000 funding for food delivery service for the Food Insecurity Program was included in the FY22-23 Adopted Budget using the City’s allocation of American Rescue Plan Act of 2021 (“ARPA”) funds. There is no impact to the General Fund.

ANALYSIS: In the semi-post pandemic, many households continue to struggle with food insecurity. The 120 families currently participating in the program meet the Low Moderate Income (LMI) household threshold established by HUD.

By the authority of the City Council, the Food Insecurity Program continues as follows:

- Community Development staff sends the grocery list to Northgate Market #19 (“Northgate”) the week prior to delivery.
- Northgate prepares 30 household food packages daily on Monday, Tuesday, Wednesday, and Thursday.
- Under their existing contract, Fiesta Taxi picks up the food packages and delivers directly to the participating household.
- Households will continue to receive monthly groceries through the end of the Fiscal Year 2022/2023.

The average monthly cost to implement the program is \$16,400 (\$12,000 for groceries and \$4,400 for delivery). In addition, once annually, the City purchases approximately \$15,000 in turkeys and vouchers for the Thanksgiving distribution.

\$ 96,000	-	Northgate food costs from November 2021 through June 2022
\$ 35,200	-	Fiesta Taxi delivery costs from November 2021 through June 2022
\$144,000	-	Northgate food costs for FY 22/23
\$ 52,800	-	Fiesta Taxi delivery costs for FY 22/23
<u>\$ 30,000</u>	-	Turkeys and vouchers from Northgate for Thanksgiving 2021 and 2022
\$358,000	-	Total

The total costs for the Food Insecurity Program to continue through FY 2022-23 is \$358,000.

The purpose of this Agreement is to compensate Fiesta Taxi for their delivery service costs from November 2021 through June 2023 under the Food Insecurity Program. The total cost for the delivery services is \$88,000. All funds used for the program come from the ARPA monies the City of South Gate received.

BACKGROUND: With the use of Housing and Urban Development Community Development Block Grant funds, the Community Development Department implemented a food insecurity assistance program whereby 120 low-income households receive basic groceries on a bi-weekly basis. To best accommodate the current need and extend the program through the 2022-2023 fiscal year, staff recommended reducing the proposed program to monthly deliveries. On March 8, 2022, City Council authorized the use of ARPA funds to support the program from November 2021 through June 2023. The City Council action at that meeting included an allocation of funds for Northgate Markets, LLC, and outlined the funding needed for the entire program as noted above; however, funds were not specifically appropriated for Fiesta Taxi. To date, Fiesta Taxi continues to deliver goods to participants registered in the Program. Approval of staff's recommendation will subsequently authorize the payment of those services retroactively from November 2021 through June 2023.

ATTACHMENT: Proposed Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT FOR DELIVERY
SERVICES RELATED TO THE FOOD INSECURITY ASSISTANCE
PROGRAM BETWEEN THE CITY OF SOUTH GATE AND FIESTA
TAXI COOPERATIVE, INC.**

This Agreement for Professional Services for delivery services (“Agreement”) is made and entered into on October 11, 2022, and is effective, retroactively, as of November 1, 2021, by and between the City of South Gate, a municipal corporation (“City”), and Fiesta Taxi Cooperative, Inc., dba Fiesta Taxi/Ride Yellow (“Contractor”), a California corporation. City and Contractor are sometimes hereinafter individually referred to as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”), signed into law in March 2021, provides funding for a number of different programs, including the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”), and monetary support to local governments to respond to, mitigate, and recover from the COVID-19 public health emergency;

WHEREAS, on October 26, 2021, the City Council authorized the City Manager to utilize ARPA SLFRF funding from the United States Department of Treasury for the Revive South Gate Spending Plan, which includes five spending categories: recovery from the pandemic, direct assistance programs, public health (including mental health services) and safety, critical infrastructure, and city fiscal health;

WHEREAS, commencing on or around November 1, 2021, the City began using Consultant’s services to provide delivery services using ARPA funds;

WHEREAS, on March 8, 2022, City Council authorized the use of ARPA funds in the amount of Three Hundred Fifty-Eight Thousand Dollars (\$358,000) to extend a Food Insecurity Program from November 1, 2021 through June 30, 2023 to cover food costs and delivery services;

WHEREAS, the Agreement with Fiesta Taxi, covers the cost for delivery services related to the City’s Food Insecurity Program, effective November 1, 2021, through and including June 30, 2023, in an amount not to exceed Eighty-Eight Thousand Dollars (\$88,000), under the terms and conditions of the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. SCOPE OF SERVICES.** City hereby engages Contractor, and Contractor 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 **Eighty-Eight Thousand Dollars (\$88,000.00)** as described in Contractor's proposal attached hereto as Exhibit "A." City shall pay Contractor 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 Meredith T. Elguira, Director of Community Development or her designee.
 - 2.1 Contractor shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Contractor's office and City Hall shall not be billable. Contractor may request an exemption on a case-by-case basis, which shall be subject to City approval.
 - 2.2 Contractor shall be paid in accordance with the schedule included in Contractor's proposal attached hereto as Exhibit "A." City shall pay Contractor within thirty (30) days of receipt of the invoice.
 - 2.3 No payment made hereunder by City to Contractor, 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 Contractor of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective retroactively as of **November 1, 2021**, and will remain in effect until June 30, 2023 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 Community Development Director ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Contractor understands that the Director, or his/her designee, has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Contractor 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 Contractor under this Agreement. Contractor further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Contractor 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 Contractor represents that no City employee or official has a material financial interest in Contractor's business. During the term of this Agreement and/or as a result of being awarded this contract, Contractor shall not offer, encourage or accept any financial interest in Contractor'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 Contractor 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, Contractor 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 Contractor, terminate the whole or any part of this Agreement in any of the following circumstances:

- a. If Contractor fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Contractor 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 Contractor 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 Contractor. Upon such termination, Contractor 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 Contractor, 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 Contractor 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. Contractor 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 Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Contractor 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. 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 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 Contractor for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Contractor and its subcontractors for purposes of determining compliance with the 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. Contractor 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. Contractor 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 Contractor 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 Contractor pursuant to the terms of this Agreement.

6.6 Indemnification. Contractor 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 Contractor's (including Contractor'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 Contractor.

6.7 Compliance with Applicable Law. Contractor 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 Contractor 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 Contractor.

6.8.1 Contractor 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 Contractor, or any of Contractor's employees, except as herein set forth, and Contractor 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 Contractor is and shall at all times remain to

City a wholly independent contractor and Contractor's obligations to City are solely such as are prescribed by this Agreement.

6.8.2 Indemnification of CalPERS Determination - In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS 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 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 Contractor.

6.9 Contractor's Personnel.

6.9.1 All services required under the Agreement will be performed by Contractor, or under Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.

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 Contractor 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 Contractor for anything done, furnished, or relating to Contractor'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 Contractor, its employees, sub-Contractors 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 Contractor, its employees, sub-Contractors and agents.

6.14 Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor 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 Contractor.

- 6.15 Files.** All files of Contractor pertaining to City shall be and remain the property of City. Contractor 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 Contractor, 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 Contractor.
- 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
Meredith T. Elguira, Director of Comm Dev.
8650 California Ave
South Gate, CA 90280
Email: melguira@sogate.org
TEL: (323)563-9566

WITH COURTESY COPY TO:

City Clerk's Office
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323)563-9510

TO CONTRACTOR:

Marco Soto
Vice President of Public Affairs & Director of Operations
Administrative Service CO-OP
Fiesta Taxi
1515 W. 190th St., Ste 250
Gardena CA 90248
msoto@layellowcab.com
(310)851-5050

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. Contractor 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 Contractor 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 1, 2021** 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, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas ^(RS)
Raul F. Salinas, City Attorney

**FIESTA TAXI COOPERATIVE, INC.,
(dba) FIESTA TAXI/RIDE YELLOW:**

By: _____
Marco Soto, Vice President of Public
Affairs & Director of Operations
Administrative Service CO-OP

Dated: _____



EXHIBIT "A"
SCOPE OF SERVICES
FOOD INSECURITY ASSISTANCE PROGRAM

In response to the negative economic impact that the COVID-19 has had on and continues to have on residents, the City of South Gate is implementing an ARPA funded Food Insecurity Assistance Program. The South Gate Food Insecurity Program offers eligible South Gate households ("Participants") food assistance via grocery deliveries from a local grocer.

The program works with Northgate Market to fill the preset lists of goods and segregate accordingly so that Fiesta Taxi can determine which order goes to which Participants. At this time, the City has indicated there are approximately 120 Participants in the program. Participants in the Food Insecurity Program are sent a written notice by City staff on when the goods will be delivered by Fiesta Taxi.

FIESTA TAXI SERVICES

- Fiesta Taxi will pick up goods from Northgate and deliver to participating individuals that the City of South Gate has preapproved.
- Fiesta Taxi picks up and delivers goods on a predetermined schedule that the City has reviewed and approved.
- The delivery process occurs on Monday, Tuesday, Wednesday and Thursday and between the hours of 11:00 AM and 1:00 PM. Each approved participant receives their order once per month.
- Fiesta Taxi will knock at the door and have the participant or authorized person sign for the delivered goods.
- If the food delivery recipient is not home to accept the delivery, the taxi driver will deliver the goods to South Gate City Hall along with the name of the recipient. The program participant will pick up the month's delivery at City Hall.
- The deliveries will be routed to maximize efficiency. Fiesta Taxi will provide the City with a detailed waybill to show the pick-up and drop-off information for each trip. The trip routes are recorded in the event they are needed by the City.
- Five (5) drivers are used to service this program. Typically, each driver receives 5 deliveries.

ADMINISTRATIVE SERVICES CO-OP • 1515 W 190TH ST, SUITE# 250 • GARDENA, CALIFORNIA 90248 • (310) 715-1968



- Delivery adjustments are made based on the approved needs of the program. Fiesta Taxi delivers Monday through Thursday, once every month. Each delivery route takes approximately one and one-half hours.
- This program is valid from November 1, 2021, through June 30, 2023.

DELIVERY FEE

- The trips will be billed on a per trip basis, based on the current taxi meter rates of \$2.85 flag drop, and \$2.70 per mile.
- The trips will be routed to maximize efficiency.
- The total delivery fee per route shall be billed from the pickup point through the completion of route.
- Fiesta will waive any administrative charges; the fares will go directly to the drivers.
- The maximum payment to Fiesta Taxi for the service program period (November 1, 2021, thru June 30, 2023) is not to exceed \$88,000.
- Invoices are to be submitted to the City no later than the 15th of each month and shall represent the program costs for the preceding month.
- All invoices shall include the required documentation outlined in this scope and the Agreement between the parties.

Thank you,
Marco Soto

CITY MANAGER'S OFFICE

City of South Gate

CITY COUNCIL

SEP 29 2022

5:30pm

AGENDA BILL

For the Regular Meeting of: October 11, 2022

Originating Department: Police

Department Director: Darren Arakawa City Manager: Chris Jeffers

SUBJECT: AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC., FOR CROSSING GUARD SERVICES

PURPOSE: To enter into an agreement with All City Management Services, Inc., for Crossing Guard Services to continue to provide for the safety of students, parents, and staff as they walk to and from school, and to ensure that designated intersections are controlled and monitored during peak periods of pedestrian presence.

RECOMMENDED ACTION: The City Council will consider:

- a. Approving an Agreement with All City Management Services, Inc. ("ACMS"), for crossing guard services for a one (1) year term effective July 2, 2022 - June 30, 2023; and
b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: ACMS has increased rates commensurate with cost of living, rising operational costs, and recent challenges related to COVID-19. The rate increases include an hourly rate of \$23.30 in fiscal year 2021-2022 to \$25.19 per hour in fiscal year 2022-2023. The increased cost also includes the addition of two crossing guards for Willow Elementary at an annual cost of \$27,205. Funds in the amount of \$516,894 were budgeted from the Traffic Safety Fund for crossing guard services during the FY2022-2023 budget process.

BACKGROUND: Since August of 1994, the City has contracted with All City Management Services, Inc., to provide crossing guard services throughout the City. The decision to contract this operation was based on cost savings and increased operational services. The responsibility of adequately staffing school crossing locations, if a crossing guard was unable to fill his/her shift, was that of the Police Department and a sworn police officer would often be pulled off the streets to provide coverage. Use of this third party transfers the staffing responsibility and, as such, the department has been very satisfied with the services provided by ACMS.

Although the South Gate Police Department has been satisfied with the service provided by ACMS, the opportunity to evaluate similar services and pricing from another contractor was recently explored. Staff conducted research and found that ACMS is essentially the only vendor in the area that can provide services on the scale required by the City of South Gate. ACMS has provided the City with outstanding service for over 20 years, as well as, being immensely responsive to the City's needs and requests.

- ATTACHMENTS: A. Proposed Agreement
B. Pricing Letter from ACMS for FY2022-23



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated July 1, 2022 and is between the CITY OF SOUTH GATE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than July 1, 2022 and ends on June 30, 2023 and for such term thereafter as the parties may agree upon by written amendment to this contract. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the City.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be the uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
11. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
12. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
13. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-Five Dollars and Nineteen Cents (**\$25.19**) per hour, per Crossing Guard during the term. Based on a minimum of thirty-six (36) hours and based upon a projected (19,980) hours of service

the cost shall not exceed Five Hundred Three Thousand, Two Hundred Ninety-Six Dollars (\$503,296.00) per year.

14. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
15. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
16. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
17. This Agreement constitutes the complete and exclusive statement of the agreement among the parties subject to the terms of the Professional Services Agreement with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the grounds that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of South Gate

All City Management Services, Inc.

By: _____
Al Rios, Mayor

By: _____
D. Farwell, Corporate Secretary


Date: _____

Date: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas



ALL CITY MANAGEMENT SERVICES

July 18, 2022

Sergeant Aaron Krisman
 Sergeant – Traffic
 City of South Gate
 8620 California Avenue, South Gate, CA 90280

Dear Aaron Krisman,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for providing School Crossing Guard Services through the 2022-2023 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our workforce has been decimated, the number of sites that remained unstaffed in spite of our doubling down on ads, incentives and recruitment efforts has been frightening to say the least.

In our industry our workforce has historically maintained an average age of approximately 64 years old. Since COVID and as a direct result of the lives lost, the risk inherent with this age group and the fears still prevalent we've lost a significant portion of our workforce. The net effect has been a younger workforce that expects and demands wage rates higher than minimum wage. When we factor in a higher cost of living, the rising costs of gas with most Crossing Guards required to go back and forth to work 2, 3 or 4 times a day, the demand for higher wages is predictable.

Our plan as we enter the coming school year is to offer more competitive wages. This will mean significantly higher billing rates for most programs throughout the nation. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
 General Manager

All City Management Services Inc.

Client Worksheet 2022 - 2023

Department: 1001501

Billing Rate for 2022/2023: \$25.19

City of South Gate
8620 California Avenue
South Gate, CA 90280

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

34	Sites at 3.0 hrs per day	102	X	180	X	\$25.19	=	\$462,488.40
		Total Hrs/day		days/yr		Hourly Billing Rate		
2	Sites at 3.0 hrs per day	6	X	108	X	\$25.19	=	\$16,323.12
		Total Hrs/day		days/yr		Hourly Billing Rate		
	Sites at 4.50 hrs ER for above	9	X	36	X	\$25.19	=	\$8,161.56
		Total Hrs/day		days/yr		Hourly Billing Rate		
	Sites at 5.25 hrs ER for above	10.5	X	36	X	\$25.19	=	\$9,521.82
		Total Hrs/day		days/yr		Hourly Billing Rate		

TOTAL PROJECTED HOURS

19710

TOTAL ANNUAL PROJECTED COST

\$496,494.90

CITY MANAGER'S OFFICE

SEP 29 2022
6:10 pm


City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **October 11, 2022**

Originating Department: **Public Works**

Department Director:


Arturo Cervantes

City Manager:


Chris Jeffers

SUBJECT: AGREEMENT WITH ARAAD BUILDERS, INC., FOR THE CONSTRUCTION OF ELECTRIC VEHICLE CHARGING STATIONS AND AN AGREEMENT WITH ZEVTRON, LLC., FOR SOFTWARE SERVICES FOR THE ELECTRIC VEHICLE CHARGING STATIONS, CITY PROJECT NO. 636-GEN

PURPOSE: The Electric Vehicle Charging Stations Project, City Project No. 636-GEN (“Project”) is a part of the Capital Improvement Program. Design is complete and the project is ready for construction. The City Council is recommended to award an agreement to Araad Builders, Inc., for the construction of the project, as well as award an agreement to Zevtron, LLC., for the software services for the Electric Charging Stations.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Appropriating \$69,000 from the AQMD Fund Balance and \$60,000 in Mobile Source Air Pollution Reduction Review Committee (“MSRC”) Grant Funds to Account No. 223-610-49-9005 to fund construction and software services for the Project;
- b. Approving an Agreement with Araad Builders, Inc., for the construction of the Electric Vehicle Charging Stations, City Project No. 636-GEN , in an amount not-to-exceed \$131,490;
- c. Approving an Agreement with Zevtron, LLC., for Software Services for the Electric Vehicle Charging Stations, City Project No. 636-GEN , in an amount not-to-exceed \$9,000;
- d. Authorizing the Mayor to execute the Agreements in a form acceptable to the City Attorney; and
- e. 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 fiscal impact to the General Fund. The proposed Agreement for construction is in the amount of \$131,490, and the Software Service Agreement is in the amount of \$9,000; both of which are proposed to be funded as summarized below. The proposed appropriations are \$69,000 in AQMD Funds and \$60,000 in MSRC Grant Funds to Account No. 223-610-49-9005. The proposed project budget and planned expenditure are \$260,709 as summarized on the following page.

Account No. 223-610-49-9005	AQMD (\$183,309)	MSRC (\$77,400)	Total (\$260,709)
Design Phase	\$61,285		\$61,285
Construction Contract	\$54,090	\$77,400	\$131,490
Software Service Contract	\$9,000		\$9,000
Construction Contingency	\$25,000		\$25,000
Inspection and Contingency	\$25,000		\$25,000
Project Management & Staff Time	\$8,934		\$8,934
Total Project Budget	\$183,309	\$77,400	\$260,709

ANALYSIS: The proposed contract was procured through a competitive bid process. Araad Builders, Inc., submitted the lowest responsible and responsive bid at \$131,490. The Engineer's estimate was \$121,000; thus, the bid is reasonably within budget.

To date, the City Council has appropriated \$251,709 to the project inclusive of \$77,400 in MSRC Grant funds, \$114,309 in AQMD Funds and \$60,000 in Measure M Funds. An appropriation of \$69,000 in AQMD funds is requested to supplant the \$60,000 in Measure M Funds which were unallocated from the project through the annual budget approval process as well as to fund software services in the amount of \$9,000. An appropriation of \$60,000 in MSRC Grant funds to reprogram the full grant amount of \$77,400 in MSRC Grant funds that were inadvertently unallocated from the project through the annual budget approval process.

The proposed EV Charging Stations will require software provided by Zevtron, LLC., to manage and track the energy consumption at each station. The Zevtron software is customizable to meet the City's needs. The software allows the City to control and manage the consumption of energy through a cloud-based management platform. If desired, prices can be set for each charging station as well as notify users when vehicles are fully charged. The software can limit who uses the chargers and for how long. Real time status and reporting is available any time.

BACKGROUND: The Project is a part of the City's Capital Improvement Program. It entails installation of six electrical vehicle charging stations, installation of new panels, electrical conduit and conductors, switches, breakers, hardware, concrete pads, constructing an ADA ramp, as shown in Attachment B: Civic Center (1-Dual charging station), City Hall Parking Garage (1-Dual charging station), Police Department (2-Dual charging Stations), and at the Public Works Corporate Yard (2-Dual charging Stations).

On June 28, 2022, staff advertised the Notice Inviting Bids for construction in the *Daily Journal*. The Project was also advertised on the City's website and Ebidboard. On July 25, 2022, three bids were received and opened by the City Clerk in a public forum. The summary of the bids is as follows:

No.	Contacto	Bid
1.	Araad Builders, Inc.	\$131,490
2.	Elecnor Belco Electric, Inc.	\$232,465
3.	Crosstown Electrical & Data, Inc.	\$302,865

Araad Builders, Inc., is based in Irvine, California. They have been in business for over two years. Staff contacted listed references and received positive commentary. The company has the capacity and experience to perform the work required under the bid solicitation.

On September 20, 2022, staff received a formal letter indicating that the City can use a non-certified installer for the EV charging stations without voiding the warranty.

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 for public utility services.

Construction is scheduled to begin the end of October 2022. The procurement lead time is estimated at 20 weeks; therefore, the project will be completed in February 2023.

- ATTACHMENTS:**
- A. Proposed Construction Agreement with Araad Builders, Inc.
 - B. Letter from BTC Power EVP of Operations
 - C. Proposed Professional Services Agreement with Zevtron (including Exhibit A)
 - D. Location Map
 - E. Bid Schedule
 - F. Notice of Exemption

LO:lc

**AGREEMENT FOR THE EQUIPMENT AND INSTALLATION OF
ELECTRIC VEHICLE CHARGING STATIONS PER SOUTH GATE,
CITY PROJECT NO. 636-GEN BETWEEN THE CITY OF SOUTH GATE
AND ARAAD BUILDERS, INC.**

This Agreement for the **Electric Vehicle Charging Stations, City Project No. 636-GEN** ("Agreement"), is made and entered into on **October 11, 2022**, by and between the City of South Gate, a municipal corporation ("City"), and **Araad Builders, Inc.**, a California corporation, License No. **1069373** ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

The City and the Contractor hereto mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with City to perform and complete in good and workmanlike manner all work required by the Contract Documents for City Contract No. _____, which involves the **Electric Vehicle Charging Stations, City Project No. 636-GEN**.

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 **One Hundred Thirty-One Thousand Four Hundred Ninety Dollars (\$131,490)** 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 **twenty (20)** working days thereafter, not including procurement (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 October 11, 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:

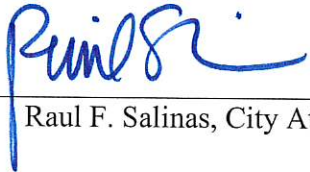
By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

ARAAD BUILDERS, INC.

By: _____
Alireza Abedi, CEO

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: _____

ARAAD BUILDERS, INC.
Contractor

By: _____
Alireza Abedi
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: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

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

Other Insurance Provisions

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

1. The City, its officers, officials, employees, and volunteers are to be covered as insurers with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Indemnification

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

**SOUTH GATE ELECTRIC VEHICLE CHARGING STATIONS PROJECT
CITY PROJECT NO. 636-GEN**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

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

SOUTH GATE ELECTRIC VEHICLE CHARGING STATIONS PROJECT, CITY PROJECT NO. 636-GEN; and

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

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

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ (\$ _____) 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 NAME:

By: _____
Alireza Abedi

Title: _____
President

(Type address of Contractor)

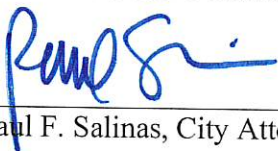
(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

**SOUTH GATE ELECTRIC VEHICLE CHARGING STATIONS PROJECT
CITY PROJECT NO. 636-GEN**

100% PAYMENT BOND

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

**SOUTH GATE ELECTRIC VEHICLE CHARGING STATIONS PROJECT
CITY PROJECT NO. 636-GEN**

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 _____ (\$ _____) 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:
ARAAD BUILDERS, INC.**

By: _____
Alireza Abedi

Title: _____

(Type address of Contractor)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney



September 20, 2022.

Hello and to whom it may concern,

The City of South Gate can use non-certified installers for installation of the L2 units without voiding the warranty. However, any damage caused by improper installation will not be covered by BTCPower.

BTC will not need to sign off on installation if the installation manual provided is followed.

Thank you,

Dave Silberfarb

EVP of Operations

714.259.4888

**AGREEMENT FOR PROFESSIONAL SERVICES FOR SOFTWARE
SERVICES BETWEEN THE CITY OF SOUTH GATE AND
ZEVTRON, LLC.**

This Agreement for Professional Services for Software Services (“Agreement”) is made and entered into on **October 11, 2022**, by and between the **City of South Gate**, a municipal corporation (“City”), and **Zevtron, LLC.**, a Delaware 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 a qualified provider for certain services relating to construction inspection and testing; and

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit “A” attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
- 2. COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Nine Thousand Dollars (\$9,000)** 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/her designee.
 - 2.1** Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant’s office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
 - 2.2** Consultant shall be paid in accordance with the schedule included in Consultant’s proposal attached hereto as Exhibit “A.” City shall pay Consultant within thirty (30) days of receipt of the invoice.

- 2.3** No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
- 3. TERM OF AGREEMENT.** This Agreement is effective as of October 11, 2022, and will remain in effect for a period of **three years** from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
- 4. CITY AGENT.** The Assistant City Manager/Director of Public Works (“Director”), or his/her designee, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director, or his/her designee, has the authority to provide that approval or authorization.
- 5. CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1** Consultant represents that no City employee or official has a material financial interest in Consultant’s business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant’s business or in this Agreement by any City employee or official.
- 6. GENERAL TERMS AND CONDITIONS.**
- 6.1 Termination for Convenience.** City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of its costs as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 Termination for Cause.**
- 6.2.1** City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.
- 6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.
- 6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computations, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.
- 6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1. above.
- 6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.
- 6.4 Non-Discrimination.**
- 6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices,

including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

- a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."

- e. Cover the operations of Consultant pursuant to the terms of this Agreement.
- 6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.7 Compliance with Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.
- 6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.
- 6.8.1** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.
 - 6.8.2** Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.
 - 6.8.3** Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and

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

6.9 Consultant's Personnel.

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

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

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

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

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

6.11 Legal Construction.

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

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

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

questions of interpretation or construction.

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

City of South Gate
Arturo Cervantes
Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, CA 90280
Email: acervantes@sogate.org
TEL: (323) 563-9567

WITH COURTESY COPY TO:

City Clerk's Office
Yodit Glaze
City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323) 563-9510

TO CONSULTANT:

Chuck Kaufmann
National Sales Manager
ZEVTRON, LLC.
2244 Faraday Avenue, Suite 160
Carlsbad, CA 92008
Email: ckaufmann@zevtron.com
Tel. (855)-938-8766

- 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 October 11, 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:

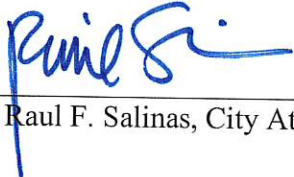
By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

ZEVTRON, LLC.:

By: _____
Chuck Kaufmann, National Sales Manager

Dated: _____

ZEVTRON 3 YEAR SERVICE AGREEMENT

THIS ZEVTRON SERVICE AGREEMENT (the "**Agreement**") is made and entered into as of October 11, 2022 (the "**Effective Date**") by and between City of South Gate, a Government Agency ("**Customer**"), and Zevtron, LLC, a Delaware limited liability company ("**Zevtron**"). Customer and Zevtron are referred to herein collectively as the "**Parties**" and each as a "**Party**."

RECITALS

A. Zevtron is in the business of providing smart EVSE charging solutions through a cloud-based management platform that empowers its customers to intelligently and cost effectively deploy and control a single plug-in vehicle charger (EVSE) up through a complex network of multi-node chargers across multiple locations serving multiple drivers.

B. Customer is an owner/operator of charging stations and desires to use Zevtron's platform.

C. Zevtron and Customer desire to enter into this Agreement defining their respective rights and responsibilities and memorializing the terms and conditions pursuant to which Zevtron will provide to Customer the Service (as defined below) for a fee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound hereby agree as follows:

1. Definitions.

1.1 "**aaS**" is an acronym for "As A Service" and means the combined hosting and support services provided in this Agreement.

1.2 "**aaS Materials**" means the written materials relating to the operation and use of the Zevtron Software including, but not limited to, user manuals, user guides, technical manuals, release notes, and online help files regarding use of the Zevtron Software provided as part of the Service, and any other materials prepared in connection with any Zevtron Software modification, correction, or enhancement, and shall include any updated versions of aaS Materials as may be provided by Zevtron from time to time in the course of providing the Service.

1.3 "**Aggregated Data**" means any non-personally identifiable, technical, statistical or analytical data gathered or generated directly by use of the Service, and which Zevtron collects, gathers and aggregates periodically as part of the Service. Aggregated Data includes data gathered by Zevtron through use of identifying data with End User data to link such data with data gathered from other third parties. Zevtron and its affiliates, licensors, partners and designated agents may use this information to monitor and improve its products, services or to provide customized services or technologies to their customers. Zevtron collects and uses this information in accordance with its privacy policies and in accordance with applicable data protection laws. Aggregated Data does not include Customer Data.

1.4 "**Charging Session**" means the period of time during which an End User uses Customer's Charging Station to charge such End User's electric vehicle for a continuous period of time not less than two minutes commencing when an End User has accessed such Charging Station and ending when such End User has terminated such access.

1.5 "**Charging Station**" means an electric vehicle charging station owned, leased or operated by Customer.

1.6 "**Customer Data**" means all data, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, applets or servlets that Customer creates, installs, uploads to or transfers in or through the Service or provides in the course of using the Service, excluding identification and other information provided by Customer relative to Customer Users.

1.7 "**Electronic Communications**" shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically to or from the Service.

1.8 **"Equipment"** means unattended vending or kiosk machines (whether owned by Zevtron or Customer) used for cashless financing services.

1.9 **"End User"** means drivers who avail themselves of charging and other services from any Networked Charging Station.

1.10 **"Losses"** means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the costs of enforcing any right under this Agreement and the cost of pursuing any insurance providers.

1.11 **"Networked Charging Stations"** means any Charging Stations that have been registered and activated on the Service in accordance with the terms of this Agreement. Each charge connector or charge port is considered as one Charging Station.

1.12 **"Product Support Services"** means the support provided by Zevtron to remediate, correct, or abate errors in the Zevtron Software that is provided as part of the Service as specified in Schedule B.

1.13 **"Purchase Order Form(s)"** refers to a Customer document, in either electronic or written form, issued by Customer to confirm Customer's purchase of the Service. The Parties acknowledge and agree that the terms and conditions of any such Purchase Order Form shall not be binding upon the Parties or in any way modify, amend, or supersede the terms and conditions of this Agreement.

1.14 **"Service"** means the software modules set forth in Schedule A attached hereto provided and maintained by Zevtron to which Customer is being granted access under this Agreement. The Service includes Product Support Services.

1.15 **"Session Fees"** means the fees set by Customer for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

1.16 **"Term"** means any Initial Term and/or Renewal Term as defined in Section 7.

1.17 **"User(s)"** means Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer or on Customer's behalf.

1.18 **"Zevtron Hardware"** means the hardware specified in Schedule D attached hereto and sold to Customer in connection with the Service.

1.19 **"Zevtron Software"** means Zevtron proprietary software applications and user interfaces made available to Customer by Zevtron as part of the Service.

2. **Provision of the Service and Hardware.** In consideration of the fees paid by Customer under this Agreement, Zevtron agrees to provide Customer access to the Service and grant the licenses set forth in this Agreement. In addition, in consideration of the purchase price set forth in Schedule D attached hereto, Zevtron hereby sells to Customer the Zevtron Hardware set forth in Schedule D attached hereto.

3. **Customer Responsibilities.**

3.1 **General Responsibilities.** Customer shall be responsible for:

(a) notifying Zevtron of any new Charging Stations to be registered on the Service as Networked Charging Stations (which shall include providing Zevtron with specifications and descriptions in relation to each such Charging Station);

(b) operating and maintaining the Networked Charging Stations in a safe manner and in compliance with all applicable laws and contractual obligations;

(c) operation and management of Equipment;

(d) providing Zevtron with advance written notice of the relocation or decommissioning of any Networked Charging Stations or of Networked Charging Stations which are non-operational or not intended to be replaced or repaired by Customer;

(e) providing access to the Internet for the Service and Zevtron Hardware (if cellular is used, ensuring the cellular modem is located such that it receives adequate and consistent cellular network access); and

(f) except as expressly set forth in this Agreement, all invoicing and End User payment matters.

3.2 **Installation Schedule.** Installation of the Service and Zevtron Hardware is contingent on:

(a) the Zevtron Software having been set up and accepted by Customer.

(b) Customer providing all data required by Zevtron in order to configure the Zevtron Software and related hardware.

(c) Customer completing all tasks and activities required as a prerequisite in order for the system to be placed into production use. Example of these types of activities include, but not limited to, validation activities, document approval, user training etc.; and

(d) Customer providing its internal infrastructure and connectivity needed to access the Service.

Failure of Customer to achieve all of the contingencies described above as well as all other reasonable tasks required of Customer will require an adjustment in the schedule and may require the payment of additional fees by Customer.

4. **License Grants.** Subject to the terms and conditions of this Agreement, Zevtron grants to Customer during the Term the non-transferable, non-exclusive worldwide right to permit Users to (a) use the Service; and (b) use the aaS Materials solely in connection with the Service, all solely for Customer's own internal business operations; *provided*, that such internal business operations shall not include commercial time-sharing, rental, outsourcing, service bureau or similar use. For purpose of this license grant, "Customer" shall include any outsourced or other third-party consultants or similar personnel supporting Customer as part of its typical business practices, acting under Customer's direction and for whom Customer is fully responsible hereunder. Customer acknowledges and agrees that the rights granted to Customer in this Agreement are subject to all of the following agreements and restrictions: (i) Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Service or the aaS Materials available to any third party other than an authorized User; (ii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Service, including without limitation the Zevtron Software and or aaS Materials that are provided as a part thereof, or access the Service or aaS Materials in order to build a similar or competitive product or service; (iii) Customer shall not create Internet "links" to the Service or "frame" or "mirror" any part of the Service, including any content contained in the Service, on any other server or device; (iv) except as expressly stated herein, no part of the Service or aaS Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (v) Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Service; (vi) Customer acknowledges and agrees that Zevtron shall own all right, title and interest in and to all intellectual property rights in the Service and the aaS Materials and any suggestions, enhancement requests, feedback, or recommendations provided by Customer or its Users relating to the Service or the aaS Materials, including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof; (vii) unauthorized use, resale or commercial exploitation of any part of the Service or aaS Materials in any way is expressly prohibited; (viii) Customer does not acquire any rights in the Service or aaS Materials, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to Customer are reserved by Zevtron; (ix) this Agreement is not a sale and does not convey any rights of ownership in or related to the Service, Zevtron Software or aaS Materials to Customer; and (x) Customer shall not use any automated or manual penetration or security testing of the Zevtron Software without prior written approval by Zevtron of the specific testing to be performed. For the avoidance of doubt, Customer has no right to access the software code (including object code, intermediate code and source code) of the Service, either during or after the Term. If Customer authorizes an excessive number of Users to access the Service, additional fees may be charged by Zevtron.

5. **Licenses from Customer.** Subject to the terms and conditions of this Agreement, Customer grants to Zevtron the non-exclusive, non-transferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use (a) Customer Data solely to the extent necessary to provide the Service and aaS Materials to Customer, and

(b) any trademarks that Customer provides Zevtron for the purpose of including them in Customer's user interface of the Service ("**Customer Trademarks**"). Customer acknowledges and agrees that Customer Data and information regarding Customer and Customer's Users that is provided to Zevtron in connection with this Agreement may be (i) processed by Zevtron to the extent necessary to provide the Service and (ii) transferred outside of the country or any other jurisdiction where Customer and Customer's Users are located. In addition, Customer acknowledges and agrees that it is Customer's obligation to inform Customer's Users and End Users of the processing of Customer Data and information regarding Customer and Customer's Users pursuant to this Agreement and to ensure that such Users and End Users have given any necessary consent to such processing as required by all applicable data protection legislation. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data and information regarding Customer and Customer's Users.

By providing Customer with the Service, Zevtron does not acquire any right, title and/or interest in Customer Data that Customer makes available for use by Users by means of the Service. Customer is solely responsible for all Customer Data.

6. Proprietary Rights.

6.1 The Service. Customer acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

6.2 Zevtron Marks. Customer further acknowledges and agrees that the content or information presented to the Customer through the Service may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Zevtron, nothing in the Service, theaaS Materials, or this Agreement shall be construed to confer any license to any of Zevtron's (or its third party manufacturer's, author's, developer's, and service provider's ("**Third Party Vendors**"), intellectual property rights, whether by estoppel, implication, or otherwise. Without limiting the generality of the foregoing, any names or trademarks of the Zevtron Software and other Zevtron service marks, logos and product service names are marks of Zevtron (collectively, the "**Zevtron Marks**"). Customer agrees not to display or use the Zevtron marks, or the marks of any Third Party Vendor, in any manner without the owner's express prior written permission.

6.3 Aggregated Data. Customer acknowledges and agrees that Zevtron may compile anonymous Aggregated Data. Customer hereby grants DataScribe a royalty-free, nonexclusive, irrevocable, right and license (with the right to sublicense) to use, modify, reproduce, have reproduced, make and have made, create derivative works of, import, export, market, sell, distribute and otherwise exploit anonymous Aggregated Data from the use of the Service. Zevtron shall be the exclusive owner of any derivative works of Aggregated Data prepared under the license granted in this Section 6.3.

7. Term. The initial term ("**Initial Term**") of this Agreement will commence on the Effective Date and will expire on the anniversary of the Effective Date. Following the expiration of the Initial Term, this Agreement shall automatically renew for additional one-year periods (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") until such time as either Party provides written notice to the other Party at least 60 days prior to expiration of the then current Term of its intent to terminate this Agreement.

8. Fees and Payment. During the Term, Customer shall pay the fees ("**Fees**") specified in Schedule A attached hereto in accordance with the payment terms set forth in Schedule A. In addition to any remedies Zevtron may have pursuant to this Agreement or at law for non-payment, delinquency in payment may result in a delay or suspension of the right to use the Service. If Zevtron incurs any costs (including reasonable attorney's fees) from efforts collecting overdue fees from Customer, Customer agrees to pay such costs. Customer further agrees to pay all foreign, federal, states, and local taxes, if applicable, to Customer's access to, use, or receipt of the Service. If any invoiced Fees are not received by the due date, then such outstanding amount may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date on which such payment is received in cleared funds.

9. Terms of Service.

9.1 Service Extensions or Updates. Customer agrees that, unless explicitly stated otherwise, any new features that augment or enhance the Service, and/or any new service subsequently purchased by Customer pursuant to an amendment accepted by Zevtron referencing this Agreement, will be subject to the terms of this Agreement. Notwithstanding the foregoing, Zevtron shall not be obligated to provide any additional features or functionality to Customer without an additional charge.

9.2 **Internet Access.** Unless Customer purchased a SIM card from Zevtron, in order to use the Service, Customer must have access to the World Wide Web, either directly or through devices that access Web-based Content. Customer must also provide all equipment necessary to make (and maintain) such connection to the World Wide Web.

9.3 **Email and Notices.** Customer agrees to provide Zevtron with Customer's e-mail address, and to accept emails (or other Electronic Communications) from Zevtron at the e-mail address Customer specifies. Notwithstanding any provision in the Agreement to the contrary, acknowledgement by an officer of Customer is not required with respect to e-mail communications pertaining to Customer's routine use of the Service, including without limitation communications relating to the support, maintenance, or updating of the Service. Customer further agrees Zevtron may provide any and all required notices, including legal notices, to Customer through either e-mail (or other Electronic Communications), or by mail or express delivery service in accordance with Section 16.

9.4 **Passwords, Access, and Notification.** Customer may designate a reasonable number of Users of the Service. Customer will provide and assign unique password and usernames to each authorized User. Customer acknowledges and agrees that Customer is prohibited from sharing passwords and or usernames with unauthorized users. Customer will be responsible for the confidentiality and use of Customer's (including its employees') passwords and usernames. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. Zevtron may act as though any Electronic Communications it receives under Customer's passwords, username, and/or account number will have been sent by Customer. Customer agrees to notify Zevtron if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, usernames, and/or account number.

9.5 **Customer's Obligations.** Customer agrees to comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of the Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data. Customer will use commercially reasonable efforts to ensure that any use of the Service by Customer's Users is in accordance with the terms of this Agreement. Customer agrees to notify Zevtron immediately of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Customer Data. Customer certifies that it is not on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Customer agrees to comply strictly with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required. Any unauthorized use of the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Customer is solely responsible for obtaining all licenses and permissions necessary related to Customer Data, including without limitation licenses for any third-party software included in Customer Data. Customer shall not resell the Service directly or indirectly to third parties. Customer shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Customer's use of per-kWh pricing). Customer acknowledges that Zevtron is not responsible for informing Customer of applicable laws or changes thereto, and Zevtron will not be liable to Customer or any third party for any alleged or actual failure of Customer to comply with such applicable laws and regulations.

9.6 **Transmission of Data.** Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to Zevtron's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Zevtron. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that Zevtron is not responsible for any Electronic Communications or Customer Data which are lost or altered.

9.7 **Collection Services.** If Customer levies charges on End Users and Zevtron is engaged to provide management, collection and/or processing services for such charges:

(a) Customer shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges, each as defined below) applicable to Customer's Networked Charging Stations.

(b) In exchange for Zevtron collecting Session Fees on behalf of Customer, Customer hereby authorizes Zevtron to deduct from all Session Fees collected (collectively, the "**Deductions**"): (i) a Collection and Processing Fee; and (ii) to the extent required, applicable Taxes and Regulatory Charges. Zevtron shall remit the equivalent of the balance of the Session Fees net of the Deductions to Customer not more than 30 days after the end of each calendar period in which such Session Fees were collected to such account designated in writing by Customer (such calendar period will be monthly if the monthly balance exceeds \$250; otherwise, such calendar period will be quarterly). Zevtron may require Session Fees less Deductions to exceed \$250 before Zevtron shall disperse Session Fees to Customer.

(c) Collection and Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("**Taxes**") or any fees or other assessments levied or imposed by any governmental regulatory agency ("**Regulatory Charges**"). Customer shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with any Session Fees; *provided that*, Zevtron is solely responsible for all Taxes and Regulatory Charges assessable based on Zevtron's income, property and employees. Where Zevtron is required by law to collect and/or remit the Taxes or Regulatory Charges for which Customer is responsible, the appropriate amount shall be invoiced to Customer and deducted by Zevtron from Session Fees unless Customer has otherwise provided Zevtron with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

Customer acknowledges that Zevtron utilizes third party payment processors in connection with its collection services. Zevtron is not responsible for any actions of such third-party payment processors and does not have access to data provided to such third-party payment processors. Zevtron shall have no liability for any action or inaction by such third-party payment processors, including but not limited to, data breaches.

9.8 **Zevtron Support and Service Level Agreements.** Zevtron will provide the Product Support Services specified in Schedule B. Zevtron may suspend the provision of Product Support Services if any amount due to be paid by Customer to Zevtron under this Agreement is overdue, and Zevtron has given to Customer at least 10 days written notice, following the amount becoming overdue, of its intention to suspend Product Support Services on this basis. The Service will adhere to the service level agreements set forth in Schedule C attached hereto.

9.9 **Confidential Information.**

(a) Each Party may have access to information that is confidential to the other Party ("**Confidential Information**"). For purposes of this Agreement, Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. A Party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to the disclosure without any obligation of confidentiality and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the other Party by a third party without restriction on disclosure; (iv) is independently developed by the other Party without use of or reference to the other Party's Confidential Information, as established by written records. The Parties agree to use commercially reasonable efforts not to make each other's Confidential Information available in any form to any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that Zevtron may disclose Customer's Confidential Information to its Third-Party Vendors solely to the extent necessary to provide the Service. This Section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; *provided, however*, that a Party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the "**Responding Party**") shall first have given sufficient and prompt written notice to the other Party of the receipt of any subpoena or other request for such disclosure, so as to permit such Party an opportunity to obtain a protective order or take other appropriate action. The Responding Party will cooperate in the other Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If the Responding Party is compelled as a matter of law to disclose the Confidential Information, it may disclose to the Party compelling the disclosure only that part of the Confidential Information as is required by law to be disclosed.

(b) Notwithstanding anything to the contrary in this Agreement, Customer Data is not included in Confidential Information as defined above. To the extent Zevtron has any access to Customer Data in the course of providing the Service, Zevtron's entire obligation to keep Customer Data confidential is stated in this Section below. Zevtron shall not, intentionally (i) access Customer Data or (ii) disclose Customer Data to any third party, except to the extent: (a) Customer makes its Customer Data publicly available, (b) as necessary for Zevtron to provide, or obtain

third-party supplier support for, the Service or to provide information requested by Customer, or (c) as specifically authorized by Customer in writing.

10. Suspension/Termination

10.1 Suspension for Delinquent Account. Zevtron reserves the right to suspend Customer's access and/or use of the Service for any account for which any payment is due but remains unpaid after 10-days' written notice of such delinquency. Customer agrees that (a) Zevtron shall not be liable to Customer, or to any third party, for any suspension of the Service resulting from Customer's non-payment of the fees as described in this Section; and (b) Customer may be charged a fee for reinstating the Service after suspension pursuant to this Section.

10.2 Suspension for Ongoing Harm. Customer agrees that Zevtron may, with reasonably contemporaneous electronic notice to Customer, suspend Customer's access to the Service if Zevtron reasonably concludes that Customer's use of the Service is causing immediate and ongoing harm to Zevtron or others. Zevtron will use commercially reasonable efforts to resolve the issues causing the suspension of Service. Customer agrees that Zevtron will not be liable to Customer or to any third party for any suspension of the Service under such circumstances as described in this Section.

10.3 Termination for Breach. Either Party may terminate this Agreement upon 30 days' written notice to the other Party in the event of a breach of any material obligation under this Agreement: *provided*, that the alleged breach is not cured during the 30-day notice period.

10.4 Handling of Customer Data in the Event of Termination. Customer acknowledges and agrees that following termination of this Agreement, Customer shall return all aaS Materials to Zevtron and Zevtron may immediately deactivate Customer's account. Customer agrees that Zevtron shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of Customer Data; *provided*, that Zevtron is in compliance with the terms of this Section.

10.5 Effect of Termination. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service.

11. Modification/Discontinuation/Maintenance.

11.1 Modification to or Discontinuation of the Service. Zevtron reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof), *provided* such modification does not diminish the functionality of the Service on which Customer materially relies except as required pursuant to Section 15.1. Notwithstanding the foregoing, except for routinely scheduled down time, or as otherwise provided in this Agreement, Zevtron shall use commercially reasonable efforts to notify Customer prior to any such modification. Customer acknowledges that Zevtron reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. Customer agrees that Zevtron will not be liable to Customer or any third party for any modification or discontinuance of the Service as described in this Section 11.

11.2 Maintenance. In order to perform maintenance, there will be routinely scheduled down time as set forth in Schedule C. Customer shall give Zevtron one-week written notice if such routinely scheduled maintenance conflicts with its operations at a critical time. Upon the receipt of such notice, the Parties shall work together to find a mutually convenient time to perform such maintenance. Zevtron further reserves the right to issue new releases in which Zevtron adds functionality to the Service. Customer acknowledges that these periodic releases may take several hours to complete. Zevtron shall consult with Customer and, unless otherwise agreed upon, shall install such releases during routinely scheduled down time as set forth above. If Zevtron, in its sole discretion, determines that any unscheduled maintenance is necessary, Zevtron will use commercially reasonable efforts to notify Customer as soon as it becomes aware of such need. The time necessary to provide releases and maintenance in accordance with this Section shall not be counted in any system availability calculations.

12. Limited Warranty.

12.1 Limited Warranty of Functionality. Zevtron warrants to Customer during the Term of this Agreement that the Service will comply with the material functionality described in the aaS Materials and that such functionality will be maintained in all material respects in subsequent upgrades to the Service. Customer's sole and exclusive remedy for Zevtron's breach of this limited warranty shall be that Zevtron shall use commercially reasonable efforts to correct such errors or modify the Service to achieve the material functionality described in the aaS Materials

within a reasonable period of time. However, Zevtron shall have no obligation with respect to this warranty claim unless notified of such claim 30 days of the first material functionality problem. Further, Zevtron shall have no obligation with respect to this warranty claim, and Customer may not terminate this Agreement, where any alleged nonconformity is due to User error, as reasonably determined by Zevtron. ZEVTRON DOES NOT WARRANT THAT THE SERVICE WILL BE FREE OF NON-MATERIAL ERRORS, BUGS, OR MINOR INTERRUPTION, OR THAT ALL SUCH ERRORS WILL BE CORRECTED.

12.2 **Hardware Limited Warranty.** The Zevtron Hardware is provided by third party vendors. The sole warranty provided with respect to the Zevtron Hardware is the warranty provided by the manufacturer, which can be accessed at the manufacturer's website.

12.3 **Non-Infringement Limited Warranty.** Zevtron warrants that it has full power and authority to grant the license and use of the Service and other rights granted by this Agreement to Customer with respect to the Service and that neither the performance by Customer in its utilization of the Service, nor the license of and authorized use by Customer of the Service, will in any way constitute an infringement or other violation of any U.S. copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or other rights of any third party.

12.4 **No Zevtron Responsibility.** Zevtron shall not be responsible for, and makes no representation or warranty with respect to, the following:

(a) continued and uninterrupted availability of sufficient electrical power to any of Customer's Charging Stations and consequently any failure or interruption to the Service.

(b) any circuit/load related issues related to any of Customer's Charging Stations.

(c) continued and uninterrupted availability of any wireless or cellular communications network or internet service provider network services necessary for the continued operation by Zevtron of the Service.

(d) any Charging Stations that are not Networked Charging Stations; and/or

(e) any failure, malfunction or degradation of the Charging Station hardware and its embedded software.

13. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE STATED IN SECTION 12, ZEVTRON DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR AAS MATERIALS WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ZEVTRON OR THE OPERATION OF THE SERVICE WILL BE SECURE OR THAT ZEVTRON AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER'S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE. THE WARRANTIES STATED IN SECTION 12 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY ZEVTRON. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 12, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSE.

14. **Limitations of Liability**

14.1 **NO CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST OR CORRUPTED DATA OR CONTENT, LOST REVENUE ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE SERVICE, THE USE OF THE SERVICE OR THE INABILITY TO USE THE SERVICE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 **DIRECT DAMAGE LIMITATIONS.**

(a) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ZEVTRON OR ANY THIRD PARTY VENDOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LICENSE, USE, OR OTHER EMPLOYMENT OF THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER PURSUANT THIS AGREEMENT IN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THERE SHALL BE ONLY ONE AGGREGATE LIABILITY CAP UNDER THIS AGREEMENT EVEN IF THERE ARE MULTIPLE CLAIMS; EACH CLAIM SHALL REDUCE THE AMOUNT AVAILABLE IN THE AGGREGATE LIABILITY CAP.

(b) SUBJECT TO SECTION 14.2(a), ZEVTRON SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE LOSS OR CORRUPTION OF ANY DATA OR CONTENT WHETHER RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, SERVICE INTERRUPTIONS OR OTHERWISE.

14.3 **EXCLUSIONS.** THE LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 14.1 AND 14.2 SHALL NOT APPLY WITH RESPECT TO: (I) DAMAGES TO PERSONS AND/OR TANGIBLE PROPERTY OCCASIONED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY, (II) BREACHES BY CUSTOMER OF LICENSE TERMS APPLICABLE TO ZEVTRON PROVIDED SOFTWARE AND THIRD PARTY PRODUCTS, (III) CUSTOMER'S UNAUTHORIZED USE OF ZEVTRON'S OR THIRD PARTY VENDOR'S INTELLECTUAL PROPERTY, MATERIALS OR ASSETS; (IV) DAMAGES INCURRED AS A RESULT OF A BREACH BY A PARTY OF ITS OBLIGATIONS UNDER SECTION 9.9 THAT RESULT IN THE DISCLOSURE OF CONFIDENTIAL INFORMATION OF THE OTHER PARTY, OR (V) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION PURSUANT TO SECTION 15 (WHICH ARE SUBJECT TO THE LIMITS, IF ANY CONTAINED THEREIN). DAMAGES AS LIMITED BY THIS SECTION 14 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

15. Indemnification.

15.1 **Infringement.** Zevtron will indemnify, defend and hold harmless Customer for Losses Customer incurs as a direct result of any unaffiliated third party claim based on any claim that the Service infringes any U.S. copyright, trademark or trade secret, except to the extent resulting from (i) Customer's modification of the Service or combination by Customer of the Service with other products or services if the Service would not have been infringing but for such combination or modification, (ii) Customer's use of the Service in a manner not authorized herein or for which it was not designed, (iii) Customer's failure to use an updated non-infringing version of the applicable intellectual property to the extent Customer was notified that the update cured an Infringement, (iv) changes to the Service made by Zevtron at the direction of the Customer, or (v) Customer Data. If any item for which Zevtron has an indemnification obligation under this Section becomes, or in Zevtron's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Zevtron will, in addition to indemnifying Customer as provided in this Section, promptly take the following actions, at no additional charge to Customer, in the listed order of priority: (a) secure the right to continue using the item or (b) replace or modify the item to make it non-infringing. If neither of such actions can be accomplished by Zevtron using commercially reasonable efforts, and only in such event, Zevtron will remove the item from the Service and the applicable Service Fee will be equitably adjusted to reflect such removal. This Section 15.1 states Customer's sole and exclusive remedy for Zevtron's infringement or misappropriation of intellectual property of a third party.

15.2 **Customer's Indemnity.** Customer shall defend and indemnify Zevtron and its Third Party Vendors against any and all Losses incurred by Zevtron and its Third Party Vendors arising out of or in connection with a claim by a third party (i) alleging that Customer Data or Customer Trademarks, or any use thereof, infringes the rights of, or has caused harm to, a third party, or (ii) arising out of Customer's breach of Sections 9.5 and 9.9. Customer will indemnify, defend and hold harmless Zevtron, its affiliates, successors, and assigns, including the applicable officers, directors, employees, and agents thereof for Losses Zevtron incurs from any third-party claim arising from Customer Data or Customer's or any end user's use of the Service.

15.3 **Indemnification Procedures.** The Indemnified Party shall give prompt notice of the claim and will tender the defense; *provided, however*, that the Indemnified Party's failure to provide notification shall not affect the Indemnifying Party's indemnification obligations except to the extent that the failure to notify delays or prejudices the Indemnifying Party's ability to defend the applicable claim. The Indemnifying Party shall conduct the defense and shall have control of the litigation, and the Indemnified Party shall cooperate in defending against the claim. The Indemnified Party shall have the right, at any time and at its own expense, to participate in the defense of the claim with counsel of its own choosing. The Indemnifying Party shall not make any settlement of the claim that results in any liability or imposes any obligation on the Indemnified Party without the prior written consent of the Indemnified Party. If the Indemnifying Party fails to (i) respond to the notice of a claim, or (ii) assume the defense of a claim, the Indemnified Party shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost,

expense, and risk of the Indemnifying Party, and the Indemnifying Party shall promptly reimburse the Indemnified Party for all such costs and expenses.

16. **Notices.** Except as otherwise provided in Section 9.3, any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered or certified mail return receipt requested, (c) sent by overnight courier, or (d) sent by email to the addresses set forth on the signature page hereto or at such other address as a Party may provide by written notice to the other Party from time to time. Notices shall be considered to have been given at the time of actual delivery in person, five business days after posting if by mail, one business day if by overnight courier service, or upon receipt by email as described herein.

17. **General Provisions.**

17.1 **Interpretation.** The section headings throughout this Agreement are for reference purposes only, and such headings and words shall in no way be held to explain or aid in the interpretation, construction or meaning of the provisions of this Agreement. The Parties each acknowledge that they have had the opportunity to consult legal counsel with respect to this Agreement, and that each Party has had a role in negotiating the terms of the Agreement. This Agreement shall be construed within its fair meaning, and no inference shall be drawn against the drafting Party in interpreting this Agreement.

17.2 **Governing Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the substantive laws of the state of California, without regard to conflicts of laws principles. The Parties hereby consent to personal jurisdiction of the courts of the State of California with respect to any legal action to enforce the terms and conditions of this Agreement or otherwise arising under or with respect to this Agreement, and agree that the Superior Court of California, County of San Diego, or, if applicable, federal District Court sitting in the County of San Diego, State of California, shall be the sole and exclusive venue, and the State of California shall be the sole forum, for the bringing of such action. The prevailing party shall be entitled to recover all of its reasonable attorneys' fees, expenses and costs.

17.3 **Entire Agreement.** This Agreement, together with the Schedules attached hereto, represents the Parties' entire understanding relating to the Service and supersedes any prior or contemporaneous, conflicting or additional, communications. No text or information set forth on any Purchase Order Form, preprinted form or document shall add to or vary the terms and conditions of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by duly authorized representative of the Parties.

17.4 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Zevtron and Customer as a result of this Agreement or use of the Service.

17.5 **Waiver.** The failure of Zevtron to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Zevtron in writing. Zevtron reserves the right to assign its right to receive and collect payments hereunder.

17.6 **Successors and Assigns.** This Agreement shall be binding upon the Parties, their agents, servants, employees, successors, and assigns, and shall inure to the benefit of the Parties and their respective successors and assigns.

17.7 **No Assignment.** Customer may not assign this Agreement without the prior written approval of Zevtron. Any purported assignment in violation of this Section shall be void.

17.8 **Force Majeure.** Neither Party will be liable to the other for any failure or delay in the performance of such Party's non-monetary obligations due to causes beyond its control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact (a "*Force Majeure Event*").

17.9 **Survival.** The following provisions shall survive any termination of this Agreement: Sections 1, 6, 9.9, 12, 13, 14, 15, 16, and 17 and any other provision which by its nature is intended to survive termination of this Agreement.

17.10 **Counterparts.** The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission, and facsimile copies of executed signature pages shall be binding as originals.

[Signature page follows.]

IN WITNESS WHEREOF, this Zevtron Service Agreement is duly executed by an authorized representative of each Party as of the Effective Date.

Zevtron:

ZEVTRON, LLC

By: _____
Name: _____
Title: _____

Address:

2244 Faraday Avenue
Suite 160
Carlsbad, CA 92008
Email: bandrews@zevtron.com

CUSTOMER:

CITY OF SOUTH GATE

By: _____
Name: Al Rios
Title: City Mayor

Address:

8650 California Avenue
South Gate, CA 90280
Phone: (323) 563-9500

ATTEST:

By: _____
Name: Yodit Glaze
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Raul Salinas
Title: City Attorney

SCHEDULE A – FEES AND PRICING

Zevtron Software License Fee:

\$250 per year per port, payable on the first day of the Term year for the upcoming year. The license Fee for the first year of the Term shall be payable upon execution of this Agreement.

Notwithstanding the foregoing, the license Fee shall be subject to change each year of the Term, at Zevtron's sole discretion; *provided*, that Customer shall have the right to terminate this Agreement if it objects to a license Fee which has increased by more than 6% from the previous year.

Collection and Processing Fee:

Zevtron shall act as and is hereby appointed as the non-exclusive agent on behalf of Customer in connection with the processing of card transactions by the payment processor or other private network in connection with the Service and the Zevtron Hardware. Customer is responsible for all credit card fees incurred in connection with use of the Service.

Upon Customer commencing the levy of charging fees on End Users, a Collection and Processing Fee of 7% shall be paid by Customer to Zevtron for each Charging Session used by an End User where a Session Fee applies, payment of which shall be set off against Session Fees collected by Zevtron, or in case of insufficient Session Fees, billed separately. Customer acknowledges and agrees that Zevtron may adjust the Collection and Processing Fee at its sole discretion in the event of any increase in processing fees as a percent of Session Fees charged by payment processing partners responsible for the collection of End Users' payments.

The rates set forth above are predicated upon expected average card purchase amounts and may be adjusted or expected averages vary from expectations.

Customer will be charged a chargeback fee in the amount of \$25.00 plus the actual transaction amount for any chargebacks.

Customer agrees that for any transaction during the settlement process that is subsequently declined by the card processor for non-sufficient funds (NSF) or other reasons, the risk of the associated loss, settlement funds and transaction fee for that transaction shall be assumed by Customer.

SIM Card Fee:

- SIM card provided to Customer

If the box above is checked indicating that Customer is being provided with a SIM card, \$79 per year per port, payable on the first day of the Term year for the upcoming year. Notwithstanding the foregoing, the SIM card fee shall be subject to upward adjustment at Zevtron's sole discretion if Zevtron's wireless provider increases the cost of wireless service for Zevtron. Customer shall return the SIM card to Zevtron within 30 days of termination of this Agreement and shall pay a termination fee (the "**SIM Card Termination Fee**") in the amount of \$20 per SIM card. Zevtron may deduct the SIM Card Termination Fee from any amounts payable to Customer pursuant to this Agreement.

SCHEDULE B – PRODUCT SUPPORT SERVICES

During the Term of this Agreement and for so long as Customer is entitled to receive the Service hereunder, Zevtron shall provide Product Support Services as follows:

- a. All technical support inquiries should be directed to (855) 938-8766. Support for payment and technical issues shall be provided to Customer during Zevtron's standard business hours (8:00 a.m. to 5:00 p.m. Pacific Time). Zevtron will provide an on-call resource to Customer at all other times and will provide appropriate email and phone contact information to ensure accessibility.
- b. Zevtron will receive, log, and respond to inquiries from Customer concerning errors or defects in the Zevtron Software that cause the Zevtron Software to deviate from the applicable aaS Materials.
- c. Zevtron will endeavor to provide timely and accurate answers to Customer's inquiries. Zevtron shall endeavor to rectify Zevtron Software errors that impact Customer's use and operation of the Zevtron Software as set forth below. However, Zevtron does not warrant that the Zevtron Software will be error free, will work in combination with third party software not provided by Zevtron, or will perform in an uninterrupted manner.

All times specified may be impacted by availability of Customer internal support, if required, to assist in investigation or resolution.

Although Zevtron will endeavor to provide a resolution for all errors, Zevtron does not guarantee that all errors will be resolved within any specific time period or that a Resolution will be provided at all.

Zevtron shall have the right to modify the foregoing support policies as agreed by Zevtron and Customer, provided (i) Zevtron provides Customer with at least 30 days' written notice of such changes, and (ii) such changes do not materially diminish Zevtron's overall technical support obligations to Customer as set forth herein.

Zevtron will ensure that scheduled system downtime occurs only between the hours of 9:00 p.m. to 5:00 a.m. Pacific Time to avoid disruption to End Users and Customer. Zevtron shall ensure that unscheduled downtime is responded to immediately and every reasonable effort is made to restore service. Customer acknowledges that some downtime may be attributed to Charging Station hardware and, while Zevtron will promptly report and log the problem to the associated party, the duration of downtime in this instance is out of Zevtron's control. Zevtron is also not responsible for downtime caused by Customer's communication networks or any communication networks outside of Zevtron's control.

SCHEDULE C – SERVICE LEVEL AGREEMENTS

The availability SLA is 99.9% uptime, which means the applicable infrastructure shall not be unavailable for more than 44 minutes in the applicable month. Availability will be based on a Customer's cumulative outages over a calendar month across all combined infrastructure. The availability SLA stated above will be effective once installation of the Service is complete.

Excused Downtime from SLA Calculations. The Service shall be considered available to the extent any downtime is due to:

- a Force Majeure Event.
- a fault or failure of the internet or any telecommunications network, including any cellular network.
- a fault or failure of Customer's computer systems or networks.
- a fault or failure of any cloud services provided to Zevtron;
- lack of timeliness by Customer in performing duties requested to assist in resolution of an outage.
- any breach by Customer of this Agreement.
- regularly scheduled maintenance or service upgrades.
- intentional shutdowns due to emergency interventions and/or responses to security incidents.
- problems with third-party components for which fixes have not been provided to Zevtron;
- content residing on the Customer's hosting environment.
- Customer-managed hardware or software.
- configuration changes initiated by the Customer.
- the Customer's failure to observe Zevtron Hosting security and upgrade policies.
- availability of sufficient electrical power to any of Customer's Charging Stations; or
- any other cause outside of Zevtron's control.

Customer will be entitled to a credit against the applicable monthly recurring charges per the table below for any calendar month in which a client's Site is unavailable and/or for any calendar month that Zevtron fails to respond or notify the client according to the SLAs stated above.

Monthly Availability Credit Percentage

< 99.99% - 99.0%	20%
< 99.0	30%

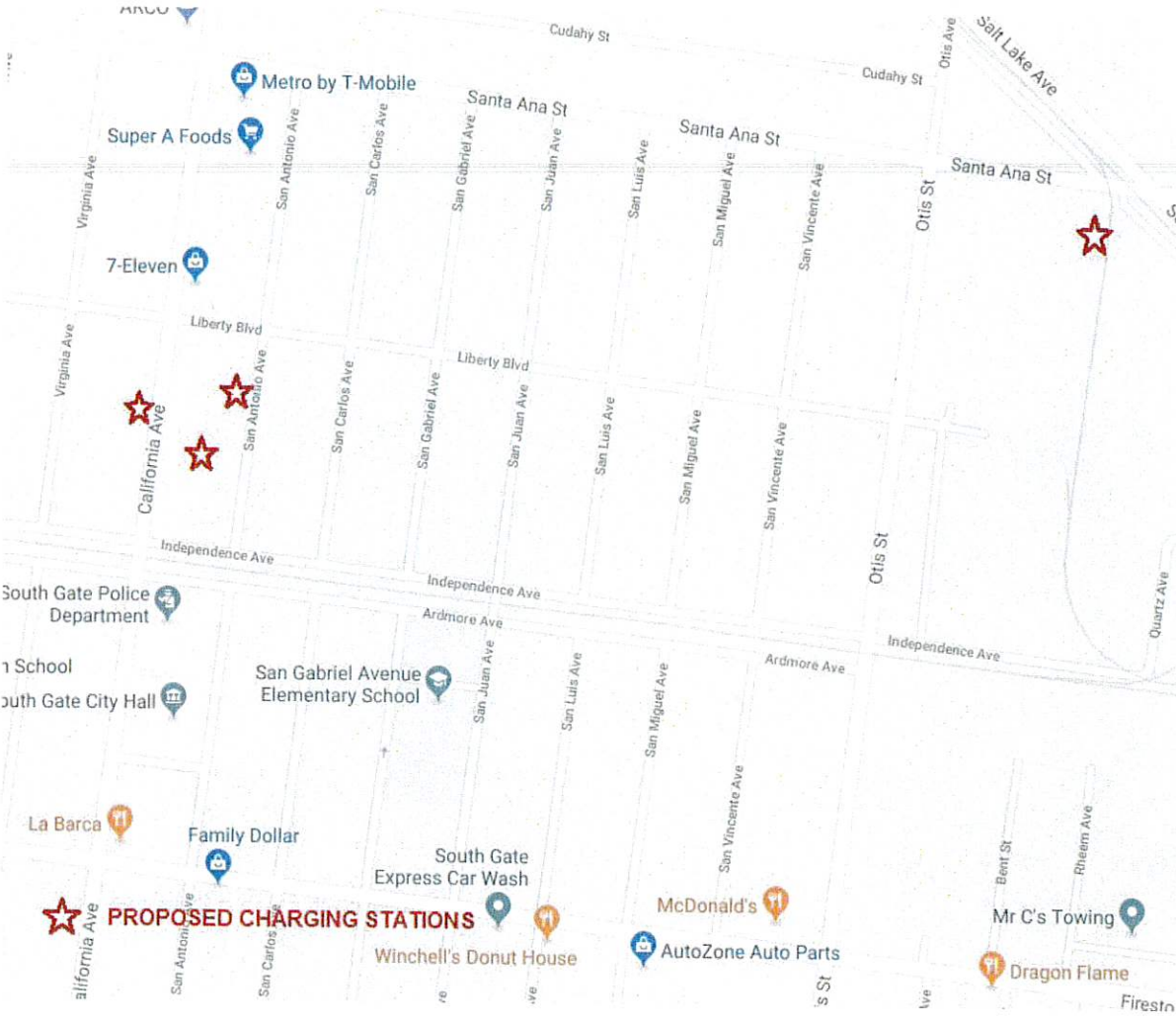
The foregoing credits will not be automatically applied to Customer's account. Customer must provide written notice to Zevtron of the monthly availability and request the corresponding credit percentage. Such monthly availability must be supported by written evidence of the outage within 30 days of the outage event.

SCHEDULE D – HARDWARE

Vendor Hardware: BTC Power Hardware

Purchase Price:

LOCATION MAP



City of South Gate - PW Department - Engineering Division
 Bid Analysis - Electric Vehicle Charging Stations Project - Bid Opening - Monday, July 25, 2022 at 11:00 a.m.

No.	Item Description	Units	Estimated Quantity	Engineer's Estimate		1		2		3		Average	Median		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount				
Location 1 Civic Center															
1	Remove and Replace Concrete Wheel Stop	EA	2	\$ 125.00	\$ 250.00	\$ 300.00	\$ 600.00	\$ 570.00	\$ 1,140.00	\$ 485.00	\$ 970.00	\$ 451.67	\$ 903.33	\$ 392.50	\$ 785.00
2	Install Concrete Wheel Stop	EA	1	\$ 70.00	\$ 70.00	\$ 450.00	\$ 450.00	\$ 114.00	\$ 114.00	\$ 110.00	\$ 110.00	\$ 224.67	\$ 224.67	\$ 112.00	\$ 112.00
3	Install Signing and Striping	LS	1	\$ 4,140.00	\$ 4,140.00	\$ 1,900.00	\$ 1,900.00	\$ 6,481.00	\$ 6,481.00	\$ 6,150.00	\$ 6,150.00	\$ 4,843.67	\$ 4,843.67	\$ 4,025.00	\$ 4,025.00
4	Furnish and Install Bollard	EA	2	\$ 438.90	\$ 877.80	\$ 1,125.00	\$ 2,250.00	\$ 513.00	\$ 1,026.00	\$ 485.00	\$ 970.00	\$ 707.67	\$ 1,415.33	\$ 499.00	\$ 998.00
5	Furnish and Install 1-1/2" RMC Conduit	LF	16	\$ 30.10	\$ 481.57	\$ 62.50	\$ 1,000.00	\$ 60.00	\$ 960.00	\$ 800.00	\$ 12,800.00	\$ 307.50	\$ 4,920.00	\$ 61.25	\$ 980.00
6	Furnish and Install 2" PVC Schedule 80 Conduit, Trench and Backfill	LF	40	\$ 185.00	\$ 7,400.00	\$ 75.00	\$ 3,000.00	\$ 190.00	\$ 7,600.00	\$ 300.00	\$ 12,000.00	\$ 188.33	\$ 7,533.33	\$ 132.50	\$ 5,300.00
7	Furnish and Install Pull Box	EA	2	\$ 1,543.10	\$ 3,086.21	\$ 400.00	\$ 800.00	\$ 1,184.00	\$ 2,368.00	\$ 1,685.00	\$ 3,370.00	\$ 1,089.67	\$ 2,179.33	\$ 792.00	\$ 1,584.00
8	Furnish and Install 100A 2-Pole Circuit Breaker	EA	1	\$ 226.10	\$ 226.10	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00	\$ 775.00	\$ 775.00
9	Furnish and Install 40A 2-Pole Circuit Breaker	EA	2	\$ 98.42	\$ 196.84	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 366.67	\$ 733.33	\$ 300.00	\$ 600.00
10	Furnish and Install Panel	EA	1	\$ 2,658.00	\$ 2,658.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 8,990.00	\$ 8,990.00	\$ 4,330.00	\$ 4,330.00	\$ 2,000.00	\$ 2,000.00
11	Furnish and Install BTC Power, Inc. or Approved Equal Level 2 SDA Pedestal EVSE	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 11,000.00	\$ 11,000.00	\$ 18,306.00	\$ 18,306.00	\$ 11,985.00	\$ 11,985.00	\$ 13,763.67	\$ 13,763.67	\$ 11,492.50	\$ 11,492.50
12	Remove Existing Walkway/Sidewalk	SF	110	\$ 12.00	\$ 1,320.00	\$ 15.00	\$ 1,650.00	\$ 18.00	\$ 1,980.00	\$ 56.00	\$ 6,160.00	\$ 29.67	\$ 3,263.33	\$ 16.50	\$ 1,815.00
13	Construct ADA Curb Ramp Per SFPWC Standard Plan 111-5 (Case and Type per Plan)	EA	1	\$ 4,235.00	\$ 4,235.00	\$ 3,700.00	\$ 3,700.00	\$ 12,000.00	\$ 12,000.00	\$ 12,075.00	\$ 12,075.00	\$ 9,258.33	\$ 9,258.33	\$ 7,850.00	\$ 7,850.00
14	Remove Existing Striping by Wet Sand Blasting	SF	110	\$ 0.74	\$ 81.39	\$ 4.00	\$ 440.00	\$ 26.00	\$ 2,860.00	\$ 28.00	\$ 3,080.00	\$ 19.33	\$ 2,126.67	\$ 15.00	\$ 1,650.00
15	Install Tack Coat	SF	110	\$ 1.13	\$ 124.36	\$ 2.00	\$ 220.00	\$ 10.00	\$ 1,100.00	\$ 25.00	\$ 2,750.00	\$ 12.33	\$ 1,356.67	\$ 6.00	\$ 660.00
Location 2 City Hall Parking Garage															
16	Furnish and Install 1-1/2" RMC Conduit	LF	325	\$ 36.58	\$ 11,888.86	\$ 10.00	\$ 3,250.00	\$ 41.00	\$ 13,325.00	\$ 170.00	\$ 55,250.00	\$ 73.67	\$ 23,941.67	\$ 25.50	\$ 8,287.50
17	Furnish and Install Panel	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 8,990.00	\$ 8,990.00	\$ 4,330.00	\$ 4,330.00	\$ 2,000.00	\$ 2,000.00
18	Furnish and Install 100A 2-Pole Circuit Breaker	EA	1	\$ 226.10	\$ 226.10	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00	\$ 775.00	\$ 775.00
19	Furnish and Install 40A 2-Pole Circuit Breaker	EA	2	\$ 98.42	\$ 196.84	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 366.67	\$ 733.33	\$ 300.00	\$ 600.00
20	Furnish and Install BTC Power, Inc. or Approved Equal Level 2 SDA Wall Mounted EVSE	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,302.00	\$ 18,302.00	\$ 11,985.00	\$ 11,985.00	\$ 13,429.00	\$ 13,429.00	\$ 10,992.50	\$ 10,992.50
Location 3 Police Department															

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21	Install Signaling and Striping	LS	1	\$ 3,890.00	\$ 3,890.00	\$ 1,600.00	\$ 1,600.00	\$ 5,094.00	\$ 4,835.00	\$ 4,835.00	\$ 3,843.00	\$ 3,843.00	\$ 3,217.50	\$ 3,217.50				
22	Furnish and Install 1" RMC Conduit	LF	36	\$ 28.67	\$ 852.26	\$ 40.00	\$ 1,440.00	\$ 48.00	\$ 1,728.00	\$ 200.00	\$ 7,200.00	\$ 96.00	\$ 3,456.00	\$ 44.00				
23	Furnish and Install Circuit Breaker 40A 2-Pole	EA	4	\$ 96.42	\$ 385.68	\$ 300.00	\$ 1,200.00	\$ 200.00	\$ 800.00	\$ 300.00	\$ 1,200.00	\$ 266.67	\$ 1,066.67	\$ 250.00				
24	Furnish and Install BTC Power, Inc. or Approved Equal Level 2 30A Wall Mounted EVSE	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 10,000.00	\$ 20,000.00	\$ 48,302.00	\$ 36,604.00	\$ 8,500.00	\$ 17,000.00	\$ 12,287.33	\$ 24,534.67	\$ 9,250.00				
Location 4 Public Works Concrete Yard																		
25	Install Signaling and Striping	LS	1	\$3,890.00	\$ 3,890.00	\$ 2,500.00	\$ 2,500.00	\$ 4,936.00	\$ 4,685.00	\$ 4,685.00	\$ 4,040.33	\$ 4,040.33	\$ 3,592.50	\$ 3,592.50				
26	Furnish and Install Boland	EA	4	\$500.00	\$ 2,000.00	\$ 1,250.00	\$ 5,000.00	\$ 513.00	\$ 2,052.00	\$ 485.00	\$ 1,940.00	\$ 749.33	\$ 2,987.33	\$ 489.00				
27	Remove Existing Concrete Wheel Stop	EA	2	\$55.00	\$ 110.00	\$ 300.00	\$ 600.00	\$ 513.00	\$ 1,026.00	\$ 485.00	\$ 970.00	\$ 432.67	\$ 865.33	\$ 392.50				
28	Install New Concrete Wheel Stop	EA	2	\$70.00	\$ 140.00	\$ 450.00	\$ 900.00	\$ 114.00	\$ 228.00	\$ 110.00	\$ 220.00	\$ 224.67	\$ 449.33	\$ 112.00				
29	Furnish and Install 1-1/2" PVC Schedule 80 Conduit, Trench and Backfill	LF	25	\$175.00	\$ 4,375.00	\$ 108.00	\$ 2,700.00	\$ 288.00	\$ 7,200.00	\$ 285.00	\$ 7,125.00	\$ 227.00	\$ 5,675.00	\$ 196.50				
30	Furnish and Install 1-1/2" RMC Conduit	LF	105	\$36.58	\$ 3,840.38	\$ 25.00	\$ 2,625.00	\$ 50.00	\$ 5,250.00	\$ 270.00	\$ 28,350.00	\$ 115.00	\$ 12,075.00	\$ 37.50				
31	Furnish and Install 1" PVC Schedule 80 Conduit, Trench and Backfill	LF	29	\$185.00	\$ 4,785.00	\$ 100.00	\$ 2,900.00	\$ 216.00	\$ 6,254.00	\$ 480.00	\$ 13,050.00	\$ 255.33	\$ 7,404.67	\$ 158.00				
32	Furnish and Install Pull Box	EA	2	\$1,543.10	\$ 3,086.21	\$ 800.00	\$ 1,600.00	\$ 1,184.00	\$ 2,368.00	\$ 1,685.00	\$ 3,370.00	\$ 1,223.00	\$ 2,445.00	\$ 992.00				
33	Furnish and Install 100A 2-Pole Circuit Breaker	EA	1	\$678.30	\$ 678.30	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 775.00				
34	Furnish and Install 40A 2-Pole Circuit Breaker	EA	4	\$98.42	\$ 388.68	\$ 300.00	\$ 1,200.00	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 366.67	\$ 1,466.67	\$ 300.00				
35	Furnish and Install Panel	EA	1	\$2,517.00	\$ 2,517.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 8,990.00	\$ 4,330.00	\$ 4,330.00	\$ 2,000.00	\$ 2,000.00				
36	Furnish and Install BTC Power, Inc. or Approved Equal Level 2 30A Pedestal EVSE	EA	2	\$7,000.00	\$ 14,000.00	\$ 11,000.00	\$ 22,000.00	\$ 18,302.00	\$ 36,604.00	\$ 11,885.00	\$ 23,970.00	\$ 13,782.33	\$ 27,524.67	\$ 11,482.50				
37	Furnish and Install Metadox Transformer or Approved Equal	LS	1	\$2,517.48	\$ 2,517.48	\$ 4,700.00	\$ 4,700.00	\$ 15,324.00	\$ 7,050.00	\$ 7,050.00	\$ 9,024.67	\$ 9,024.67	\$ 5,875.00	\$ 5,875.00				
38	Furnish and Install Replacement Landscaping (Grass Cover)	SF	45	\$2.00	\$ 90.00	\$ 17.00	\$ 765.00	\$ 25.00	\$ 1,125.00	\$ 65.00	\$ 2,925.00	\$ 35.67	\$ 1,605.00	\$ 21.00				
Miscellaneous																		
39	Perform Concrete Scanning via Ground Radar (Location 2)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,850.00	\$ 3,850.00	\$ 2,616.67	\$ 2,616.67	\$ 2,000.00	\$ 2,000.00				
40	Undersized Excavation (All Locations)	CY	70	\$ 75.00	\$ 5,250.00	\$ 120.00	\$ 8,400.00	\$ 40.00	\$ 2,800.00	\$ 55.00	\$ 3,850.00	\$ 71.67	\$ 5,016.67	\$ 47.50				
Total:													\$ 120,766.60	\$ 131,490.00	\$ 232,465.00	\$ 302,865.00	\$ 227,273.33	\$ 148,701.50
Discrepancies													\$ 130,490.00	\$ (1,000.00)				

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Loches 9/29/2023:48 PM

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

12400 E. Imperial Hwy

Norwalk, CA 90650

From: (Public Agency): City of South Gate
Public Works Department

8650 California Avenue, South Gate, CA 90280-3075

(Address)

Project Title: Electric Vehicle Charging Stations -City Project No. 636-GEN

Project Applicant: City of South Gate

Project Location - Specific:

City Wide

Project Location - City: South Gate

Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Install four electric vehicle charging stations at various locations in the City

Name of Public Agency Approving Project: City of South Gate

Name of Person or Agency Carrying Out Project: 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));

Categorical Exemption. State type and section number: Section 15301 Class 1(b)

Statutory Exemptions. State code number: _____

Reasons why project is exempt:

This project is exempt under Section 15301 Class 1(b) existing facilities of both investor and publicly-owned utilities used to provide electric power or other public utility services.

Lead Agency

Contact Person: Laura Ochoa

Area Code/Telephone/Extension: 323-357-9661

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: Director of Public Works

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

CITY MANAGER'S OFFICE

SEP 29 2022

5:00pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022

Originating Department: Police Department

Department Director: Darren Arakawa City Manager: Chris Jeffers

SUBJECT: PURCHASE OF A LOKI DRONE SYSTEM TO ENHANCE THE SMALL UNMANNED AERIAL SYSTEM (SUAS) PROGRAM

PURPOSE: To accept a \$10,000 grant from Marathon Petroleum and appropriate the grant funds to enhance the Small Unmanned Aerial System (SUAS) program by purchasing a LOKI Drone System.

RECOMMENDED ACTION: The City Council will consider:

- a. Accepting a grant of \$10,000 from Marathon Petroleum to be placed in Fund 231 (Law Enforcement Grants); and
b. Approving the purchase of a LOKI Drone System with the \$10,000 allocated to Fund 231 (Law Enforcement Grants) and \$3,834.20 from Fund 235 (Asset Forfeiture) for a total of \$13, 834.20, and authorizing the Director of Administrative Services to make the appropriate budget adjustments to the revenue and expenditure accounts.

FISCAL IMPACT: There is no impact to the General Fund. The purchase price for the LOKI drone system is \$13,834.20. Marathon Petroleum recently awarded \$10,000 to the South Gate Police Department to enhance the SUAS program. The remaining \$3,834.20 will be paid from the Asset Forfeiture Fund.

ANALYSIS: The South Gate Police Department currently utilizes two DJI Mavic drones that are specifically designed to be flown over sparse open areas. The DJI Mavic drones cannot be used indoor because of their size and exposed propellers. The LOKI drone system will enhance the ability of the Police Department to use the drone during indoor operations because the LOKI drones are specifically designed to be used indoors.

BACKGROUND: SUAS is transforming law enforcement operations on several levels. SUAS is an extremely cost-effective system that provides safe and prompt air support to rapidly evolving dangerous situations.

The South Gate Police Department has used SUAS from other law enforcement agencies during critical incidents because its current system did not have the capability to support the incident. The use of SUAS during those operations has proven to be an effective tool that not only provides real

time critical information to the operators on scene but also to the command staff overseeing the operation.

The use of the LOKI system will allow officers to safely search inside buildings before officers enter. This system can be used in dark tight spaces like crawl spaces and attics because the drones are encased (propellers are secured) and have night vision capability.

It is important to note that the South Gate Police Department's policy for the SUAS program will not allow random surveillance or violations of privacy prohibited by federal, state, or local law. The SUAS will be used in a lawful manner to enhance public image, public safety, and the safety of police personnel.

The SUAS will be used by police personnel who have been trained to use them and have received all the required certifications and licenses from the Federal Aviation Administration (FAA).

ATTACHMENT: Aardvark Quote



TEL: 800-997-3773 FAX: 90

Sales Quote

1935 Puddingstone Dr
La Verne, CA 91750
TEL: 800-997-3773 FAX: 909-392-3823
FED TAX ID: 95-4451904
DUNS #: 861004349
SAM UEI: DGSKHRKYPDK9

Page: 1
Sales Quote Number: SQ19792
Sales Quote Date: 8/25/2022
Quote Valid To: 10/24/2022

Sell
To: South Gate Police Department
Lt. Manuel Arana
8620 California Ave
South Gate, CA 90280
USA

Ship
To: South Gate Police Department
8620 California Ave
South Gate, CA 90280
USA

Ship Via: Best Way
Terms: Net 30 Days

Customer ID: SOUTHGATEPOLI01
SalesPerson: Daniel Graff
Contact: 8620 California Ave
Entered By: AT\BBAEZA

Table with 7 columns: Item No., Description, Unit, Qty, GSA, Unit Price, Total Price. Rows include LOKI-MK2-UAVSDS-EU-BB, LOKI-MK2-UAVEX-EU-BB, and NON TAXABLE FREIGHT.

Work Description:

* Delivery 90 Days ARO
* Please contact Brittany Baeza at 909-451-6102 or bbaeza@aardvarktactical.com if you would like to place this order. Thank You!

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an AARDVARK error, no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 20% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

Subtotal: 12,555.00
Invoice Discount: 0.00
Total Sales Tax: 1,279.20
Total: 13,834.20

SEP 29 2022

5:00 pm

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022

Originating Department: Police

Department Director: Darren Arakawa City Manager Chris Jeffers

SUBJECT: ADDENDUM NO. 8 TO CONTRACT NO. 3130 WITH ENTERPRISE FM TRUST FOR THE LEASE OF A 2022 DODGE DURANGO FOR THE POLICE DEPARTMENT

PURPOSE: To amend Contract No. 3130 with Enterprise FM Trust for the lease of a 2022 Dodge Durango for the Police Department Administration Division.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Addendum No. 8 to Contract No. 3130 (Master Equity Lease Agreement) with Enterprise FM Trust to include the lease of a 2022 Dodge Durango for the Police Department for a term of 48 months in the total amount of \$57,015;
- b. Appropriating \$14,348 from the unassigned balance of the Asset Forfeiture Budget to Account No. 235-570-21-6310 for the first annual lease payment; and
- c. Authorizing the Mayor to execute Addendum No. 8 in a form acceptable to the City Attorney.

FISCAL IMPACT: No impact to the General Fund. Funds for this purchase were not included in the Fiscal Year (FY) 2022/23 Budget. Therefore, if the City Council approves this purchase, funds in the amount of \$14,348 will need to be appropriated in FY 2022/23 from the unassigned Asset Forfeiture Fund balance for the annual lease payment. The annual lease payments for the following 3 years will be \$14,223 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 #131, a 2006 Chrysler 300 with over 107,000 miles. This unit was previously acquired from a criminal narcotics investigation and was seized by the DEA. After the forfeiture proceedings, it was placed into service for the South Gate Police Department, however, it has reached a point where the repairs are no longer cost effective.

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. 8
B. Open-End (Equity) Lease Rate Quote 6715023
C. Master Equity Lease Agreement (Contract No. 3130)
D. TIPS Vendor Contract Award

ADDENDUM NO. 8 TO CONTRACT NO. 3130, MASTER EQUITY LEASE AGREEMENT FOR THE LEASE OF A 2022 DODGE DURANGO BETWEEN THE CITY OF SOUTH GATE AND ENTERPRISE FM TRUST

This Addendum No.8 to Contract No. 3130, Master Equity Lease Agreement for the lease of a 2022 Dodge Durango ("Addendum No. 8"), is made and entered into on October 11, 2022, by and between the City of South Gate, a municipal corporation ("City" or "Lessee"), and Enterprise FM Trust, a Delaware statutory trust ("Lessor"). City and Lessor are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, on July 14, 2015, the City Council approved Contract No. 3130 with Lessor ("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, the City desires to lease a 2022 Dodge Durango for the Police Department for a term of 48 months in the total amount not to exceed Fifty-Seven Thousand Fifteen Dollars (\$57,015) for said vehicle pursuant to the Open-End (Equity) Lease Rate Quote No. 6715023, attached hereto as Exhibit "A"; and

WHEREAS, to document and administratively track the lease of the 2022 Dodge Durango, the City has requested, and Lessor has agreed, to execute this Addendum No. 8, 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 Dodge Durango.

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. 8 and to deliver the same to Lessor, and further authorizes the City Manager to execute and deliver to Lessor any other necessary documentation in connection with the execution of Schedules for the 2022 Dodge Durango, together with any other necessary documents in connection therewith

b. SCOPE OF WORK AND COMPENSATION. The amount of compensation paid by City to Lessor under Addendum No. 8 shall not exceed **Fifty-Seven Thousand Fifteen Dollars (\$57,015)**, or **Fourteen Thousand Three Hundred Forty-Eight Dollars (\$14,348)** for the first year and **Fourteen Thousand Two Hundred Twenty-Three Dollars (\$14,223)** each year for the next three years thereafter.

2. EFFECT OF AMENDMENT.

City and Lessor acknowledge that the 2022 Dodge Durango referenced above shall be subject to the same terms as forth in Agreement, and any related Schedules and documentation required by Lessor. 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. 8 is October 11, 2022, with the understanding that the Agreement becomes effective when said 2022 Dodge Durango is delivered to Lessee. Agreement as amended herein shall remain in effect through and including the term of four years of said lease, unless extended or terminated otherwise in accordance with the terms of Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 8 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, City Attorney

ENTERPRISE FM TRUST:

By: _____
Gregory Hackett, Regional Manager

Prepared For: South Gate Police Dept
 Corella, Carlos
 Unit # 269WCZ
 Year 2022 Make Dodge Model Durango
 Series GT 4dr All-Wheel Drive

Date 09/14/2022
 AE/AM GH0

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

\$ 49,205.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 693.93 *	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)

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

Order Information

Driver Name	Arakawa, Darren
Exterior Color	(0 P) Destroyer Gray Clearcoat
Interior Color	(0 I) Black w/Cloth Bucket Seats w/Shift Inse
Lic. Plate Type	Exempt
GVWR	0

\$ 49,205.00	Total Capitalized Amount (Delivered Price)
\$ 821.72	Depreciation Reserve @ <u>1.6700%</u>
\$ 253.30	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,075.02 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

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

\$ 0.00 Additional Services SubTotal

\$ 110.19	Sales Tax <u>10.2500%</u>	State <u>CA</u>
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\$ 1,185.21 Total Monthly Rental Including Additional Services

\$ 9,762.44	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)

Notes

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

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

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

LESSEE South Gate Police Dept
 BY _____

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	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 Dodge Durango GT 4dr All-Wheel Drive - US
 Series ID: WDEH75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,856	\$42,995.00
Total Options	\$6,085.00	\$6,733.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$49,536.00	\$51,323.00

SELECTED COLOR:

Exterior: PDN-(0 P) Destroyer Gray Clearcoat
 Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Leather Suede Bucket Seats or Leather Trimmed Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BE	Quick Order Package 2BE GT Plus	\$3,690.00	\$4,100.00
4NU	Fuel Fill/Battery Charge	\$96.00	\$96.00
4UQ_	T3AC	\$125.00	\$125.00
ADX	Blacktop Package	\$1,796.00	\$1,995.00
APA	Monotone Paint Application	STD	STD
BAD	180 Amp Alternator	Included	Included
BGG	Advanced Brake Assist	Included	Included
C1B	#2 Seat Foam Cushion	Included	Included
CBF	Premium Door Trim Panel	Included	Included
CDA	Tungsten Accent Stitching	Included	Included
CLT	Bright Front Door Sill Scuff Pads	Included	Included
CTB	Bright Cargo Area Scuff Pads	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
GNC	Sun Visors w/Illuminated Vanity Mirrors	Included	Included
GNZ	Auto Dim Exterior Driver Mirror	Included	Included
GUN	Power 6x9 Multi-Function Foldaway Mirrors	Included	Included
JHC	Rain Sensitive Windshield Wipers	Included	Included
JKV	115V Auxiliary Power Outlet	Included	Included
JPZ	Heated Second Row Seats	Included	Included
JRN	Power Driver/Passenger 4-Way Lumbar Adjust	Included	Included
JT1	Power 8-Way Driver Memory 6-Way Passenger Seats	Included	Included
LAS	Lane Departure Warning Plus	Included	Included
LE7	Gloss Black Exterior Mirrors	Included	Included
LEB	Exterior Mirrors w/Supplemental Signals	Included	Included
LEM	Exterior Mirrors w/Memory	Included	Included
LEP	Body Color Exterior Mirrors	Included	Included
LEW	Radio/Driver Seat/Mirrors Memory	Included	Included
LSA	Security Alarm	Included	Included
LSU	Full Speed Forward Collision Warning Plus	Included	Included
M3W	GT Gloss Black Badging	Included	Included
MC9	Performance Hood	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
MEA	Satin Black Dodge Tail Lamp Badge	Included	Included
MGF	Gloss Black Badges	Included	Included
NAS	50 State Emissions	NC	NC
NH3	Adaptive Cruise Control w/Stop	Included	Included
NHJ	Exterior Mirrors w/Heating Element	Included	Included
PDN_01	(0 P) Destroyer Gray Clearcoat	\$356.00	\$395.00
RS4	Dual Remote USB Port - Charge Only	Included	Included
TKY	Tires: 265/50R20 Performance AS	Included	Included
TZP	Pirelli Brand Tires	Included	Included
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WH4	Wheels: 20" x 8.0" Black Noise Aluminum	Included	Included
X9_01	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Leather Suede Bucket Seats or Leather Trimmed Bucket Seats	NC	NC
XGD	Universal Garage Door Opener	Included	Included
YG1	7.5 Additional Gallons of Gas	\$22.00	\$22.00
Z6K	GVWR: 6,500 lbs	STD	STD
ZL	Leather Suede Bucket Seats	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Driver And Passenger Mirror: auto dimming power remote heated manual folding side-view door mirrors with tilt down, turn signal indicator
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Paint Type: badging
Grille: black grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Seat Memory: 2 driver memory seat settings (includes rear-view mirror, door mirrors, audio,)
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control w/Stop distance pacing
Fuel Remote Release: power fuel remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
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
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: remote engine start - keyfob
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

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

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Front Fog Lights: front fog lights
Front Wipers: variable intermittent rain detecting wipers speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
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
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil 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
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact 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, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners
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: Sentry Key Immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 2 power adjustable third row head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Heated Rear Seat: heated rear seat
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 4-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
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
3rd Row Seat Type: fixed third row 50-50 split-bench seat
3rd Row Electric Control: fold into floor third row seat
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: leatherette instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
LeatherSteeringWheel: leather/metal-look steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 295-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

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 the 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 subcontractor, 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. 

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):

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

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

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If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the minimum insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance 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 other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessee as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payment. Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

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


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

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

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

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

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; 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)

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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 P. Salinas
Title: City Attorney

Address: 17210 S Main St suite 103
Gardena, CA 90248

Date Signed

7/21/15

By: Carmen Avalos
Title: City Clerk

Address: 8650 California Avenue
South Gate, CA 90280

Date Signed.

07/14/2015

Initials EFM _____ Cust 

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 performances 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

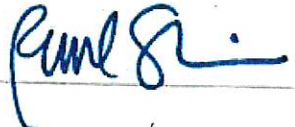
LESSOR Enterprise FM Trust
By Enterprise Fleet Management, Inc. its attorney in fact

By 
Title Mayor

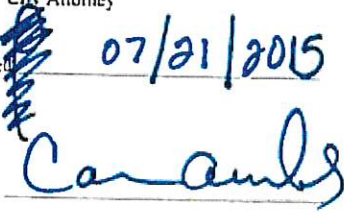
By Daniel Simonetti
Title Regional Sales Manager

Date Signed 07/14/2015

Date Signed _____

By 
Title Raul F. Salinas
City Attorney



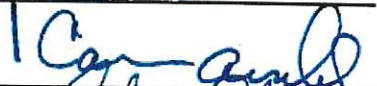
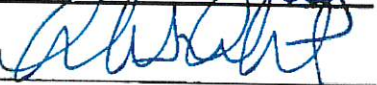
Date Signed 07/21/2015

By 
Title Carmen Avalos
City Clerk

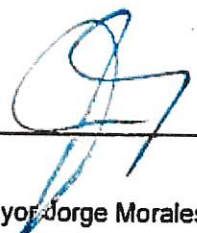
Date Signed 7/21/15

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 21 September 2022

www.e fleets.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 covera; 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 & Jaquo; Additional services include risk management programs, driver safety program, fleet rental programs, and moi 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.Giesie@efleets.com
Michelle Rojas	Business Analyst	(314) 274-4556	michelle.m.rojas@efleets.com

CITY MANAGER'S OFFICE

SEP 29 2022

5:00pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022

Originating Department: Police

Department Director: *Darren Arakawa*
Darren Arakawa

City Manager *Chris Jeffers*
Chris Jeffers

SUBJECT: PURCHASE ORDER AGREEMENTS WITH NATIONAL AUTO FLEET GROUP, WEST COAST LIGHTS & SIRENS, INC., NORTHSTAR GRAPHICS, CDCE, INC., AND MOTOROLA SOLUTIONS, INC., FOR TWO POLICE PATROL VEHICLES AND REQUIRED EQUIPMENT

PURPOSE: To purchase two police patrol vehicles and required emergency equipment that will replace aging vehicles.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving a Purchase Order Agreement with National Auto Fleet Group for the purchase of two patrol vehicles for the Police Department, in the total amount of \$100,134.06;
- b. Approving a Purchase Order Agreement with West Coast Lights & Sirens, Inc., for the purchase and installation of necessary emergency equipment for the two patrol vehicles, in the amount of \$36,898.48;
- c. Approving a Purchase Order Agreement with Northstar Graphics, for the purchase and installation of decals/graphics for two patrol vehicles, in the amount of \$720.00;
- d. Approving a Purchase Order Agreement with CDCE, Inc., for the purchase of Mobile Data Computers to outfit the two patrol vehicles, in the amount of \$16,686.30; and
- e. Approving a Purchase Order Agreement with Motorola Solutions, Inc., for the purchase of mobile radios to outfit the two patrol vehicles, in the amount of \$19,269.55.
- f. Appropriating an additional \$24,669.39 from the Asset Forfeiture Fund to cover the full cost for the two vehicles.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Funds in the amount of \$149,034 were included in the Fiscal Year 2022/23 Asset Forfeiture Fund Budget for these two vehicles; however, that amount is not sufficient to cover the full cost of the purchase. Since the initial vendor quotes were obtained in early 2022, there has been an increase in pricing. The cost of each vehicle has increased by \$11,677 and the cost of outfitting the vehicles with Mobile Data Computers has increased by \$1,488. Therefore, if the City Council approves this purchase, additional funds in the amount of \$24,669.39 will need to be appropriated from the Asset Forfeiture Fund.

ANALYSIS: Police patrol vehicles are heavily used seven days a week. As mileage increases on the vehicles, the dependability decreases because of regular maintenance issues and the wear and tear on the vehicle's components. If approved, two patrol vehicles will be replaced: 1) a 2013 Dodge Charger (Unit 167) with approximately 106,000 miles, and 2) a 2013 Dodge Charger (Unit 151) with approximately 105,000 miles.

BACKGROUND: The patrol vehicles to be purchased are currently listed on the Sourcewell Master Vehicle contract #091521-NAF, with the National Auto Fleet Group of Watsonville, CA. South Gate Municipal Code Section 1.54.510 D., permits piggybacking a cooperative contract. Sourcewell has bid for this commodity, and any subsequent service, in a fair and competitive manner complying with the bid requirements, as stated in the City's Municipal Code; therefore, no further bidding or quotes need to be obtained.

- ATTACHMENTS:**
- A. National Auto Fleet Group Quote
 - B. Sourcewell Contract Acceptance and Award, Sourcewell Master Vehicle Contract #091521-NAF
 - C. Quote from West Coast Lights & Sirens, Inc.
 - D. Quote from Northstar Graphics
 - E. Quote from CDCE, Inc.
 - F. Quote from Motorola Solutions, Inc.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

A

September 7, 2022

Lieutenant Roman Amador
City of South Gate Police Department
8620 California Ave
South Gate, Ca 90280
Delivery Via Email

Dear Lieutenant Amador,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at South Gate, new/unused 2023 Ford Police Interceptor Utility AWD responding to your requirement with the attached specifications for \$ 43,982.00 plus Paint, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAFG.

	One unit MSRP	Selling Price	Total Savings	Extended units (2)	Total Savings
2023 Ford Interceptor Utility Non Hybrid	48,040.00	43,982.00	8.45%	87,964.00	8,116.00
Black and White Paint		1,250.00		2,500.00	
Sub Total		45,232.00		90,464.00	
Sales Tax		4,636.28		9,272.56	
Tire Tax		8.75		17.50	
Transport		190.00		380.00	
Total		50,067.03		100,134.06	

Terms are net 30 days.

Delivery 120-180 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C / 626-457-5593 F / Buzzard5150@gmail.com





Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or In Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 info@wcls.us
Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
9/9/2022	12650

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	FORD UTILITY

Item	Description	Qty	Cost	Total
	>> TO INSTALL THE FOLLOWING EQUIPMENT IN 2022 FORD UTILITY (SOUTH GATE PATROL UNIT) >> BLACK OUT FOR TAIL LIGHTS			
100/HOUR	LABOR TO INSTALL THE FOLLOWING	45	100.00	4,500.00T
36-2125	PUSH BUMPER ELITE, POLICE INTERCEPTOR UTILITY 2020	1	397.63	397.63T
36-6005F2MP	23.5" LIGHT CHANNEL FOR 2 FEDERAL SIGNAL MICROPULSE ULTRAS	1	36.96	36.96T
SHIPPING	SHIPPING FOR WESTIN ITEMS	1	150.00	150.00
BIKE RACK	BIKE RACK W/ STRAPS FOR WESTIN BUMPER	1	245.00	245.00T
	>>LIGHTING & SIREN EQUIPMENT<<			
VALR51J-CAL2	51" VALOR; RED/BLUE	1	2,550.00	2,550.00T
PF200S17B	SIREN/LIGHT CONTROLLER WITH 17 BUTTON CONTROLLER, 100/200 W. OBDII INTEGRATION CAPABILITY, INTEGRATED RUMBLER@ CAPABILITY, AND INTEGRATED DUAL TONE CAPABILITY- MULTICOLOR CONTROL HEAD	1	948.00	948.00T
TEC23B	MIC EXTENSION CABLE FOR SSP3000B	1	10.00	10.00T
EXPMOD-2	EXPANSION MODULE FOR PATHFINDER & SSP SIRENS	1	369.20	369.20T
OBD-CABLE25-2	25-FT OBDII INTERFACE CABLE, FOR USE ON 2020 FORD POLICE INTERCEPTOR UTILITY (PASSENGER SIDE KICK PANEL)	1	114.08	114.08T

Subtotal
Sales Tax (10.25%)
Total

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Phone # 9517799257 info@wcls.us
 Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
9/9/2022	12650

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	FORD UTILITY

Item	Description	Qty	Cost	Total
EXPHARN03	REAR TAIL LIGHT CONNECTION WIRE HARNESS FOR USE WITH EXPANSION MODULE, FORD INTERCEPTOR UTILITY 2020	1	93.60	93.60T
RB-FPU20	RUMBLER BRACKET FOR 2020 UTILITY	1	36.10	36.10T
RBKIT2	PAIR OF RUMBLER WOOPERS	1	363.27	363.27T
ES100C	ES100C SPEAKER W/O BRACKET	1	170.00	170.00T
	>>MOUNTED ON PASSENGER SIDE OF BUMPER<<			
ESB-U	KIT, UNIVERSAL BAIL BRACKET, ALL VEHICLES	1	24.70	24.70T
416900Z-RW	CORNER LED,DUAL,INLINE FLASHER HORIZ OPTIC, RED/WHITE	1	66.00	66.00T
416900Z-BW	CORNER LED,DUAL,INLINE FLASHER HORIZ OPTIC,BLUE/WHITE	1	66.00	66.00T
MPS62U-RB	MICROPULSE ULTRA 6, DUAL COLOR, CLEAR LENS, SURFACE MOUNT- RED/BLUE	2	88.00	176.00T
MPS31U-W	MICROPULSE ULTRA 3, SINGLE COLOR, CLEAR LENS, SURFACE MOUNT - WHITE (SIDE OF BUMPER)	2	60.00	120.00T
MPS62U-BA	MICROPULSE ULTRA 6, DUAL COLOR, CLEAR LENS, SURFACE MOUNT- BLUE/AMBER (HATCH LIGHTS W/ SWITCH)	2	88.00	176.00T
FHI-TAIL	FLASHER, TAIL LIGHT, UNIVERSAL APPLICATIONS, 18" WIRE LEADS	1	58.61	58.61T
416900Z-BA	CORNER LED,DUAL,INLINE FLASHER HORIZ OPTIC,BLUE/AMBER (REVERSE)	2	66.00	132.00T

Subtotal
Sales Tax (10.25%)
Total

WEST COAST LIGHTS & SIRENS, INC.

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 RIVERSIDE, CA 92507

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PROPOSAL

Date	Estimate #
9/9/2022	12650

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	FORD UTILITY

Item	Description	Qty	Cost	Total
CC-20-UVLP-17	>>CONSOLE EQUIPMENT & GUN RACK<< 2020 LOW PROFILE CONSOLE >>AC-FDUV-MNT<< >>FP-MXTL5000(R) (QTY 2)<< >>FP-PLATINUM<< >>FP-BLANK1<<	1	335.48	335.48T
AC-INBHG	4" INTERNAL BEVERAGE HOLDER W/GROMMETS	1	39.00	39.00T
MMSU1	MAGNETIC MIC CONVERSION KIT	3	31.51	94.53T
FABRICATED	FABRICATION-DUAL STACK RADIO MOUNT	1	35.00	35.00T
OMWV008FB	CONSOLE DUAL MIC STAND	1	8.00	8.00T
SC-1	SANTA CRUZ GUN LOCK S-C1 W STANDARD KEY	2	85.24	170.48T
GK0068E-L	5 T-RAIL MOUNT 1080E BL.AC-RAC CUSTOM BLAC-RAC	1	591.91	591.91T
SGPSLAPD/GRNGU...	SHOT GUN LESS LETHAL (GREEN GUN MOUNT) PASSENGER SIDE OF SUV	1	115.00	115.00T
OMWV002FB	BUTT PLATE FOR WEAPON	2	15.50	31.00T
782-1636	3-OUTLET 12 VOLT RECEPTACLE	1	36.75	36.75T
TP-E-SL6-US-SS	>>PRISONER TRANSPORT<< E-SLIDE U.S. CAGE, RECESSED PANEL, SQUARE HOLE BKT	1	650.70	650.70T
SAB-20-FDUV-BB	2020 FORD UV BIG BOY PARTITION MOUNT (INCLUDED WITH PARTITION)	1	0.00	0.00T
KP-UV20-DAP-SS	2020 FORD UV KICK PANELS WITH FOOT POCKETS	1	140.00	140.00T
WG-UV20-POLY-SET	2020 FORD UTILITY POLY WINDOW GUARDS, SET	1	215.00	215.00T

Subtotal
Sales Tax (10.25%)
Total

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PROPOSAL

Date	Estimate #
9/9/2022	12650

Name / Address
SOUTH GATE P.D. 8620, CALIFORNIA AVE. 90280 SOUTH GATE CA. 90280-3073

Terms	VEHICLE TYPE
Net 30	FORD UTILITY

Item	Description	Qty	Cost	Total
PS-20-UVFX-OS-R	PLASTIC SEAT WITH OS BELTS, REAR PARTITION, WITH FIRE COMPARTMENT >>PS-20-FDUV-OS<< >>PS-20UV-MINT<< >>TP-20-FDUV-FX<<	1	1,416.00	1,416.00T
CP-UV20-CARGO	2020 FORD UV TILT-UP CARGO MOUNT W/GAS SHOCKS	1	583.20	583.20T
AC-20-UV-TRAY	2020 P1 UTILITY ELECTRONICS TRAY	1	195.75	195.75T
CP-UV-CO	UV CARGO ORGANIZER W/3 LOOSE DIVIDERS - 28" X 16" X 12"	1	438.08	438.08T
SHIPPING	SHIPPING OF TROY PRODUCTS	1	200.00	200.00
	>>ELECTRICAL<<			
JOB MATERIALS	ELECTRONICS BOARD WITH CARPET	1	50.00	50.00T
WC-PFAC-2020	PATHFINDER ACCESSORY HARNESS REV B2	1	89.32	89.32T
WC-PFOP-2020	PATHFINDER OUTPUT HARNESS REV A2	1	97.58	97.58T
5026B	FUSE BLOCK STBLADE 12 CIRG W/GND/CVR	1	35.27	35.27T
5028B	FUSE BLOCK ST BLADE 6 WITHOUT GROUND CIRCUIT	1	22.43	22.43T
7615B	AUTOMATIC TIMER DISCONNECT	1	106.61	106.61T
7189B	150 AMP BREAKER	1	29.30	29.30T
CBB-BK-S	SEDAN / 2020 UTILITY CIRCUIT BREAKER BRACKET	1	12.00	12.00T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	225.00	225.00T

- *ESTIMATES ARE VALID FOR 30 DAYS.
- *ORDERS WILL BE INVOICED UPON NOTIFICATION OF COMPLETION
- *RETURNS/CANCELLATIONS ARE SUBJECT TO A 25% RESTOCKING FEE AND SHIPPING CHARGES.
- *PLEASE MAKE SURE YOU HAVE ALL CUSTOMER SUPPLIED PARTS WHEN VEHICLE IS DROPPED OFF TO AVOID DELAYS. IF DELAYS CONTINUE, WE WILL SUPPLY NEEDED PARTS AT CUSTOMERS EXPENSE.
- *CALIFORNIA CERTIFIED SMALL BUSINESS #49878
- *NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV

Subtotal	\$16,766.54
Sales Tax (10.25%)	\$1,682.70
Total	\$18,449.24

Roman Amador

From: tony fryklund <tonydog@dslextreme.com>
Sent: Saturday, February 5, 2022 9:13 AM
To: Roman Amador
Subject: Re: Updated Quote

Hi Roman and thank you. Prices will remain the same this year @ \$325.00 per vehicle unless there is a drastic price increase in materials which I do not anticipate.

Tony
 North Star Graphics
 2/2/22

From: "Roman Amador" <ramador@sogate.org>
To: "tonydog @dslextreme.com" <tonydog@dslextreme.com>
Sent: Monday, January 24, 2022 4:22:08 AM
Subject: Updated Quote

Hi Tony,

I am budgeting for two new vehicles for the coming year. Can you please give me an updated price quote for decal install.

Thank you sir,

Roman



Roman Amador
 Lieutenant, Patrol Division

City of South Gate / Police Department
 8620 California Avenue, South Gate, CA 90280
 P: (323) 563-5457
 F: (323) 563-5484
 E: ramador@sogate.org

City of
South Gate

Job Openings: www.governmentjobs.com/careers/sogate



Proudly dedicated to the highest level of police service, improving quality of life and providing a safe community.

Notice of Confidential Communication: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the South Gate Police Department, which may be privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the person responsible for delivery to the intended recipient, this will notify you that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender and destroy this message.

'E'

CDCE, Inc.
22641 Old Canal Road
Yorba Linda, CA 92887



Sales Quote

Telephone: 800-373-5353

Sales Quote No.	118507-B
Customer No.	CISOGATEPD

Bill To

City of South Gate Police Department
Finance Dept/AP Vendor#5347
8620 California Ave.
South Gate, CA 90280-3073
United States

Ship To

Police Emergency Services
PO#
8620 California Ave
South Gate, CA 90280-3075
United States

Contact: Cynthia Duprey
Telephone: 323-563-5781
E-mail: cduprey@sogate.org

Contact: Martin Dinh
Telephone: 323-563-5474
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number		
09/20/22	Installation	Destination			
Entered By	Salesperson	Ordered By	Payment Method		
Sandra Bandel	Casey Leff	Roman Amador	Net 30		
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
1	2	CF-33RZ-0DKM	Panasonic Toughbook CF-33 (see details below) Public Sector Specific, Win10 Pro(Win11 DG), i5-10310U 1.7GHz vPro(4.4GHz), AMT, 12.0IN QHD Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, BT, 4G LTE Band 14(EM7511), GPS, Dual Pass(Ch1:WWAN/Ch2:GPS). MSRP: \$5760	3,950.00	7,900.00
2	2	FEE-100001	Recycle Fee for Monitors 4"-15"	4.00	8.00
3	2	WR-105014	PANASONIC : 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit. Includes Premier, Protection Plus, Customer Portal, Disk Image Management.	555.00	1,110.00
4	2	PR-220118	TrimLine CF-33 Tablet (Lite port rep, Dual RF) No video outputs	1,090.00	2,180.00
5	2	PS-202013	Lind 120 Watt CF-33 Cig Adapter	125.00	250.00

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Print Time	05:18:07 PM
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Continued on Next Page

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 22641 Old Canal Road
 Yorba Linda, CA 92887



Sales Quote

Telephone: 800-373-5353

Sales Quote No.	118507-B
Customer No.	CISOGATEPD

Bill To
 City of South Gate Police Department
 Finance Dept/AP Vendor#5347
 8620 California Ave.
 South Gate, CA 90280-3073
 United States

Ship To
 Police Emergency Services
 PO#
 8620 California Ave
 South Gate, CA 90280-3075
 United States

Contact: Cynthia Duprey
 Telephone: 323-563-5781
 E-mail: cduprey@sogate.org

Contact: Martin Dinh
 Telephone: 323-563-5474
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number		
09/20/22	Installation	Destination			
Entered By	Salesperson	Ordered By	Payment Method		
Sandra Bandel	Casey Leff	Roman Amador	Net 30		
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
6	2	VK-421064	2020+ Interceptor SUV GJ South Gate PD Includes: 2020+ Ford Utility On-Dash (Clamber Johnson) Universal vertical surface mount, small 7" Center Upper Pole Quick release keyboard tray - mounts on a clevis Mongoose Clevis 6" Locking Slide Arm with 3/8" stud	795.00	1,590.00
7	2	NA-210036	Rugged 83 Key Keyboard W/ Touchpad - Red Backlighting Coiled cord and USB	150.00	300.00
8	2	ANT-141061	MULTIMAX FV 2-in-1 Sharkfin Body Mount Black 19' TNCx2 antenna designed specifically for any Panasonic rugged notebook or tablet including the CF-33 that has an embedded LTE and a dedicated GNSS modem. This antenna offers a high gain cellular/LTE antenna which includes LTE Band 14 support for FirstNet, and a GNSS antenna inside a single robust and compact housing.	150.00	300.00
9	2.0000	LAB-320001	MFG# AP-MMF-CG-Q-S11-BL-19 MDC Installation Customer Site Installation for Ford Interceptor - On-dash mount for vehicle deck Side console mount w/keyboard tray Docking station w/Lind power adapter Roof mount antenna Split loom/hide all wiring	845.00	1,690.00

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CIDCE, Inc.
 22641 Old Canal Road
 Yorba Linda, CA 92887



Sales Quote

Telephone: 800-373-5353

Sales Quote No.	118507-B
Customer No.	CISOGATEPD

Bill To

City of South Gate Police Department
 Finance Dept/AP Vendor#5347
 8620 California Ave.
 South Gate, CA 90280-3073
 United States

Contact: Cynthia Duprey
 Telephone: 323-563-5781
 E-mail: cduprey@sogate.org

Ship To

Police Emergency Services
 PO#
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 United States

Contact: Martin Dinh
 Telephone: 323-563-5474
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number		
09/20/22	Installation	Destination			
Entered By		Salesperson	Ordered By	Payment Method	
Sandra Bandel		Casey Leff	Roman Amador	Net 30	
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
			<p>----- Estimated ship is 8-16 weeks ARO</p> <p>Panasonic NASPO Valuepoint Contract Master Agreement MNWNC-124. California Participating Addendum 7-15-70-34-023</p> <p>Equipment is for (2) 2020+ Ford Interceptor SUVs</p> <p>Panasonic Warranty Entitlements Martin Dinh mdinh@sogate.org 323-563-5474</p> <p>By signing, you are confirming not only your request to purchase, but also your authority to purchase the goods and services on this quote on behalf of the organization you represent. Signed quotes are de facto purchase orders and fall under the same terms and conditions of sale. If you choose to pay by credit card, you approve an additional 3% processing fee on total order for Visa/MC/Discover and 5% for American Express.</p> <p>_____ Signature</p> <p>_____ Print Name</p>		

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Continued on Next Page

CDCE, Inc.
 22641 Old Canal Road
 Yorba Linda, CA 92887



Sales Quote

Telephone: 800-373-5353

Sales Quote No.	118507-B
Customer No.	CISOGATEPD

Bill To

City of South Gate Police Department
 Finance Dept/AP Vendor#5347
 8620 California Ave.
 South Gate, CA 90280-3073
 United States

Contact: Cynthia Duprey
 Telephone: 323-563-5781
 E-mail: cduprey@sogate.org

Ship To

Police Emergency Services
 PO#
 8620 California Ave
 South Gate, CA 90280-3075
 United States

Contact: Martin Dinh
 Telephone: 323-563-5474
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number		
09/20/22	Installation	Destination			
Entered By	Salesperson	Ordered By	Payment Method		
Sandra Bandel	Casey Leff	Roman Amador	Net 30		
Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
			Date		
This quote is valid for 30 days from the stated Quote Date					

Print Date	09/20/22
Print Time	05:18:07 PM
Page No.	Page 4 of 4

Subtotal	15,328.00
Freight	75.00
10.250 % Sales Tax	1,283.30
Order Total	16,686.30

Printed by Hubmate User: SBandel



SOUTHGATE POLICE DEPT

2 APX8500 MOBILE RADIOS

09/07/2022

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

09/07/2022

SOUTHGATE POLICE DEPT
8620 CALIFORNIA AVE
SOUTH GATE, CA 90280

RE: Motorola Quote for 2 APX8500 MOBILE RADIOS
Dear ROMAN AMADOR,

Motorola Solutions is pleased to present SOUTHGATE POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SOUTHGATE POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Mark Carry at mark.carry@bearcom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mark Carry
MR Account Manager

Motorola Solutions Manufacturer's Representative



QUOTE-1657052
2 APX8500 MOBILE RADIOS

Billing Address:
SOUTHGATE POLICE DEPT
8620 CALIFORNIA AVE
SOUTH GATE, CA 90280
US

Quote Date:09/07/2022
Expiration Date:10/28/2022
Quote Created By:
Mark Carry
MR Account Manager
mark.carry@bearcom.com
310 261 3620

End Customer:
SOUTHGATE POLICE DEPT
ROMAN AMADOR
RAMADOR@SOGATE.ORG
323 563 5457

Contract: 18105 - LA COUNTY , CA
1740313

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	2	\$5,667.00	\$4,136.91	\$8,273.82
1a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	2	\$0.00	\$0.00	\$0.00
1b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	2	\$879.00	\$641.67	\$1,283.34
1c	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8V/U)	2	\$105.00	\$76.65	\$153.30
1d	G51AT	ENH:SMARTZONE	2	\$1,650.00	\$1,204.50	\$2,409.00
1e	GA01620AA	ADD: MULTI SYSTEM OTAR	2	\$165.00	\$120.45	\$240.90
1f	G78AT	ENH: 3 YEAR ESSENTIAL SVC	2	\$176.00	\$176.00	\$352.00
1g	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
1h	GA09001AA	ADD: WI-FI CAPABILITY	2	\$330.00	\$240.90	\$481.80
1i	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	2	\$814.00	\$594.22	\$1,188.44



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	\$66.00	\$48.18	\$96.36
1k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
1l	G67EH	ADD: REMOTE MOUNT E5 MP	2	\$327.00	\$238.71	\$477.42
1m	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2	\$0.00	\$0.00	\$0.00
1n	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2	\$567.00	\$413.91	\$827.82
1o	GA01670AA	ADD: APX E5 CONTROL HEAD	2	\$717.00	\$523.41	\$1,046.82
1p	W22BA	ADD: STD PALM MICROPHONE APX	2	\$79.00	\$57.67	\$115.34
1q	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2	\$330.00	\$240.90	\$481.80
Subtotal						\$17,428.16
Estimated Tax						\$1,786.39
Estimated Freight						\$55.00
Grand Total				\$19,269.55(USD)		

Notes:


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

CITY MANAGER'S OFFICE

SEP. 28 2022

5:00pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: October 11, 2022
Originating Department: City Manager's Office

City Manager: Chris Jeffers City Manager: Chris Jeffers

SUBJECT: DISCUSSION AND ADOPTION OF A CITY VISION STATEMENT AND ANNUAL STRATEGIC PLAN

PURPOSE: To consider the adoption of a new City Vision Statement and Strategic Plan goals which were discussed by the City Council and Executive Team members at a recent workshop held during the Special City Council Meeting of July 16, 2022.

- RECOMMENDED ACTION:** The City Council will consider:
- a. Adopting a draft Vision Statement developed during a recent Strategic Plan workshop; and
 - b. Adopting three Strategic Plan Goals of Workforce Development, Fiscal Sustainability and Communication.

FISCAL IMPACT: There is no immediate fiscal impact. The adoption of goals will lead to action items in the future to address the goals in a proactive manner. Those action items will be presented to the City Council for consideration and funding, if needed, at an appropriate time in the future. It is the intent to do a follow up Strategic Plan workshop within the next six months using the Institute for Local Government ("ILG") to facilitate this planning session. ILG is associated with the League of California Cities and is well known for assisting cities in strategic planning; team building; and other governance related workshop efforts.

ANALYSIS: More and more cities are undertaking strategic planning processes to become more efficient and effective with their allocation of resources in delivering services within their communities. A partial listing of California cities who have undertaken strategic planning includes:

National City	West Sacramento	Novato
Huntington Beach	Chula Vista	Torrance
Corona	Diamond Bar	Glendora
Yorba Linda	Indian Wells	Carlsbad
Norwalk	Roseville	Pasadena

A vision statement outlines what an organization would like to ultimately achieve and gives purpose to the existence of the organization. A vision statement is the anchor point of any strategic plan within an organization. From this, the organization will set a limited number of goals (3-5) that are broad and general guidelines of what the City Council wants to achieve for the community. An objective is more

specific than a goal and defines a strategy to address or reach the goal. An action or task is an even more specific step necessary to move an objective forward. Ideally, tasks/actions should have a clear completion and should be feasible to complete with the given measure period that should never be more than 12-months and ideally around 6 to 8 months. Periodic updates should be given to the City Council and public approximately every 2 months.

The Vision Statement (as drafted by the those in attendance, tweaked by ILG as a cleanup measure in the following weeks) to be considered is:

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

The three (3) Strategic Plan Goals and Objectives favored by a majority of participants at the session are as follows:

Workforce Development – Prioritize human capital by developing or expanding workforce attraction and retention programs that will keep existing staff and bring new talent to the City.

- Assess current and future workforce capacity
- Conduct a needs assessment to identify challenges and opportunities
- Explore creative recruitment, retention, and training strategies
- Schedule quarterly meetings with each division to review staffing capacity and share that information with decision makers
- Proactively engage in employee appreciation activities
- Create departmental succession plans and empower managers to mentor junior staff

Fiscal Sustainability - Provide exceptional City services while maintaining a balanced budget that reflects the City’s short and long-term goals.

- Analyze expenses and revenues
- Make sound investments to ensure sustainability of operations
- Explore diversifying revenue streams
- Ensure transparency in the budgeting process
- Continue to provide regular financial updates to leadership

Communication – Develop and implement a proactive communications strategy that expands the visibility and reach of the City, while managing risk and reputation.

- Prioritize building a culture of effective, proactive, and transparent communication; both internally and externally
- Hire a lead position to direct communication for the City
- “Tell the City’s story” and highlight accomplishments
- Implement a comprehensive city-wide communication strategy (encompassing all departments and activities) that includes the City website and social media platforms
- Facilitate communication and collaboration among all City departments

These goals and objectives will be reviewed in approximately the next six (6) months, early Spring 2023, and Executive team members will present results of action undertaken in those areas along with suggested new objectives to be undertaken in the new fiscal year (2023-24) budget development that

City Council will consider in June 2023. This will be a time for City Council to give guidance on the progress relating to the three goals and objectives being undertaken.

ATTACHMENT: None

OCT 24 2022

WARRANT REGISTER FOR COUNCIL MEETING 10/11/2022

PART I

apChkLst
09/21/2022 3:50:46PM

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
98413	9/21/2022	00001467	ADMINISTRATIVE SERV. CO-OP	220632	6/30/2022	REF PO #4684: JUN 2022: PHONE	44,898.56
Voucher:		98413		220530	5/31/2022	REF PO #4684: MAY 2022: PHONI	43,837.25
98414	9/21/2022	00003885	AMERON INTERNATIONAL	122076	6/21/2022	STREET LIGHT POLE INSTALLAT	7,473.30
Voucher:		98414					7,473.30
98415	9/21/2022	00004934	GAS COMPANY	115 800 9600 3 09	9/15/2022	BILLING PRD- 08/12/22 -09/13/22	5,946.39
Voucher:		98415		113 798 0362 7 09	9/2/2022	BILLING PRD- 08/01/22 -09/01/22	3,001.37
				013 900 7300 3 09	9/15/2022	BILLING PRD- 08/12/22 -09/13/22	213.76
				130 500 9400 5 09	9/14/2022	BILLING PRD-8/11/22 -09/12/22	144.92
				102 000 8100 7 09	9/14/2022	BILLING PRD-8/11/22 -09/12/22	86.81
				132 600 9400 1 09	9/14/2022	BILLING PRD- 08/11/22 -09/12/22	80.34
				134 700 9400 7 09	9/14/2022	BILLING PRD- 08/11/22 -09/12/22	76.03
				049 200 7902 9 09	9/16/2022	BILLING PRD- 8/15/22 -09/14/22	34.34
				045 400 7300 6 9/	9/15/2022	BILLING PRD- 08/12/22 -09/13/22	24.38
				126 300 9600 1 09	9/15/2022	BILLING PRD-8/12/22 -09/13/22	24.38
98416	9/21/2022	0010016	GLOBAL PARATRANSIT INC.	112122-12	7/10/2022	REF PO #6530: JUN 2022 - TRAN:	59,708.26
Voucher:		98416					59,708.26
98417	9/21/2022	00004869	GOLDEN STATE WATER COMPAN	63744100007 09/2	9/6/2022	BILLING PRD- 08/02/22 -09/02/22	2,047.80
Voucher:		98417		53744100008 09/2	9/12/2022	BILLING PRD- 08/03/22 - 09/02/22	232.69
				33744100000 9/22	9/6/2022	BILLING PRD- 08/02/22 - 09/02/22	207.95
				29007447310 09/2	9/6/2022	BILLING PRD- 07/06/22 -09/02/22	79.84
				32809400008 09/2	9/6/2022	BILLING PRD- 07/05/22 -09/02/22	41.95
98418	9/21/2022	0008789	GONZALEZ, VIOLETA ORQUIDIA	481	1/12/2022	CDBG- FAMILY VIOLENCE PREVI	2,467.50
Voucher:		98418					2,467.50
98419	9/21/2022	0012871	HF&H CONSULTANTS, LLC	9719369	7/8/2022	COMPETITIVE PROCUREMENT F	18,257.50
Voucher:		98419					18,257.50
98420	9/21/2022	0007294	KOA CORPORATION	JC21100-1	6/8/2022	AS NEEDED GRANT WRITING SE	15,800.93
Voucher:		98420		JC26042-2	6/30/2022	REF PO #7015: 5/31/22-6/30/22 - (5,136.50
98421	9/21/2022	00003701	LOS ANGELES UNIFIED SCHOOL LIC AGRMT		9/20/2022	SG YOUTH FOOTBALL SGHS FIE	4,330.22
Voucher:		98421					4,330.22
98422	9/21/2022	0013240	MAGICAL HOLIDAY DESIGNS	6589	9/19/2022	CHRISTMAS DECORATIONS FOF	69,940.00
Voucher:		98422					69,940.00
98423	9/21/2022	0011431	MINAGAR & ASSOCIATES, INC.	909	2/26/2022	CITYWIDE ENGINEERING AND TI	1,329.00
Voucher:		98423					1,329.00

Item No. 15

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98424	9/21/2022	0013096 OFFICE TEAM	60058498	9/15/2022	W/E 05/20/22 A. HENDERSON TE	1,716.00	
	Voucher:	98424	60107283	9/15/2022	W/E 05/27/22 A. HENDERSON TE	1,716.00	
			59963749	9/15/2022	W/E 05/06/22 A. HENDERSON TE	1,658.94	
			60008225	9/15/2022	W/E 05/13/22 A. HENDERSON TE	1,630.20	6,721.14
98425	9/21/2022	00003152 S.G. POLICE EXPLORER	QT4	7/28/2022	EQUIPMENT TECHNOLOGICAL D	5,525.00	5,525.00
	Voucher:	98425					
98426	9/21/2022	00004865 SO CALIF EDISON	09/14/2022	9/14/2022	BILLING PRD AUG 2022 & OBF IN	233,975.97	233,975.97
	Voucher:	98426					
98427	9/21/2022	0011327 SOUTHSTAR ENGINEERING &	SOUTH-13	10/10/2021	REF PO #5878: SEP 2021 - CONS	30,926.73	
	Voucher:	98427	SOUTH-15	12/10/2021	REF PO #5878: NOV 2022 - CONS	16,879.49	47,806.22
98428	9/21/2022	0009039 TETRA TECH	51889028	4/29/2022	PERFORM TECHNICAL AND PRC	43,269.94	43,269.94
	Voucher:	98428					

Bank : botw BANK OF THE WEST

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98429	9/21/2022	00000561	WESTERN EXTERMINATOR COM	24593651	6/8/2022	REF PO# 6615 - ANNUAL PEST C	295.50
	Voucher:	98429		24593652	6/8/2022	REF PO# 6615 - ANNUAL PEST C	275.00
				24596673	6/8/2022	REF PO# 6615 - ANNUAL PEST C	227.15
				29594390	6/9/2022	REF PO# 6615 - ANNUAL PEST C	211.00
				23212693	5/12/2022	REF PO# 6615 - ANNUAL PEST C	151.50
				24594115	6/9/2022	REF PO# 6615 - ANNUAL PEST C	151.50
				24594719	6/8/2022	REF PO# 6615 - ANNUAL PEST C	50.05
				23212695	5/11/2022	REF PO# 6615 - ANNUAL PEST C	46.50
				24594117	6/8/2022	REF PO# 6615 - ANNUAL PEST C	46.50
				23212694	5/12/2022	REF PO# 6615 - ANNUAL PEST C	42.00
				24594116	6/9/2022	REF PO# 6615 - ANNUAL PEST C	42.00
				23212244	5/11/2022	REF PO# 6615 - ANNUAL PEST C	3.00
				24596674	6/8/2022	REF PO# 6615 - ANNUAL PEST C	76.45
				13077594	12/13/2021	REF PO# 6615 - ANNUAL PEST C	56.00
				15523140	4/13/2022	REF PO# 6615 - ANNUAL PEST C	56.00
				23217253	5/11/2022	REF PO# 6615 - ANNUAL PEST C	56.00
				24598526	6/8/2022	REF PO# 6615 - ANNUAL PEST C	56.00
				24598256	6/8/2022	REF PO# 6615 - ANNUAL PEST C	56.00
				24601996	6/3/2022	REF PO# 6615 - ANNUAL PEST C	149.00
				23212696	5/11/2022	REF PO# 6615 - ANNUAL PEST C	121.00
				24594118	6/8/2022	REF PO# 6615 - ANNUAL PEST C	121.00
				23214921	5/11/2022	REF PO# 6615 - ANNUAL PEST C	82.50
				24596275	6/8/2022	REF PO# 6615 - ANNUAL PEST C	82.50
				23215309	5/11/2022	REF PO# 6615 - ANNUAL PEST C	76.45
							2,530.60
98430	9/21/2022	00001280	WILLDAN	00336076	4/12/2022	REF PO# 7052: THRU 4/1/22 - CIF	27,820.00
	Voucher:	98430		00336446	8/24/2022	9408: I-710 INTERCHANGE PHAS	23,530.00
				00336077	4/12/2022	REF PO# 7052: THRU 4/1/22 - CIF	18,460.00
				00336308	6/7/2022	FIRESTONE BLVD PROJECT PO	17,940.00
				00336447	7/12/2022	REF PO# 7052: THRU 6/30/22 - CI	17,160.00
				00336309	8/25/2022	TRAFFIC SIGNAL IMPROVEMEN	15,180.00
				0035847	2/11/2022	2256: TRAFFIC SIGNAL IMPROVE	14,560.00
				00335959	3/9/2022	REF PO# 7052: THRU 2/25/22 - CI	14,560.00
				00336200	5/10/2022	REF PO# 7052: THRU 4/29/22 - CI	12,603.51
				00335594	12/10/2021	CIP MANAGEMENT SERVICES P	12,350.00
							174,163.51

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
78921824	9/9/2022	00001186	EMPLOYMENT DEVELOPMENT DL1628826384	8/25/2022	1/1/33-3/31/22: UNEMPLOYMENT	1,845.00		
	Voucher:	778921824	L1407911696	8/25/2022	CARES ACT CREDIT AND UNDEF	-1,223.10	621.90	
Sub total for BANK OF THE WEST:							800,036.25	
18 checks and 1 wire transfer in this report.							Grand Total All Checks and Wire Transfers:	800,036.25

WARRANT REGISTER FOR COUNCIL MEETING 10/11/2022

PART II

apChkLst
09/28/2022 7:23:16AM

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
98432	9/28/2022	00003529 AT&T	SEP 2022	9/1/2022	BILLING PRD- SEP 2022	241.99	241.99
		Voucher:					
98433	9/28/2022	0012885 CANON FINANCIAL SERVICES, IN28998128	29257557	8/9/2022	BILLING DATE 8/17/2021-9/16/202	1,558.72	
		Voucher:		9/22/2022	AUGUST LATE FEE	141.38	1,700.10
98434	9/28/2022	0013228 CANON SOLUTIONS AMERICA IN163169085	163169086	5/25/2022	COPIER-IPFTX4100 REF PO#000	9,466.38	
		Voucher:		5/25/2022	SUBSCRIPTION SUPPORT SERV	408.00	9,874.38
98435	9/28/2022	00005090 CITY OF PARAMOUNT	0004867	9/1/2022	APRIL -JUNE 2022 SHARED MNT	798.37	798.37
		Voucher:					
98436	9/28/2022	00004934 GAS COMPANY	189 300 9500 7 10	9/20/2022	BILLING PRD-08/17/22 -09/16/22	1,879.86	
		Voucher:		9/19/2022	BILLING PRD- 08/16/22 -09/15/22	934.24	
				9/23/2022	BILLING PRD- 08/22/22 -09/21/22	19.09	
				9/23/2022	BILLING PRD- 08/12/22 -09/14/22	19.09	2,852.28
98437	9/28/2022	00004578 INTERWEST CONSULTING GROU	79700	7/8/2022	PLAN CHECK SERVICES HOURL	130.00	
		Voucher:		7/8/2022	PLAN CHECK SERVICES HOURL	130.00	
				6/23/2022	PLAN CHECK FEE HOURLY REVI	95.00	
				7/7/2022	PLAN CHECK SERVICES HOURL	42.50	397.50
98438	9/28/2022	00003754 LIEBERT CASSIDY WHITMORE	225828	8/31/2022	AUG 2022 ADVICE INVESTIGATIC	3,649.50	
		Voucher:		5/31/2022	MAY 2022 ADVICE INVESTIGATIC	2,885.00	
				7/31/2022	JULY 2022 ADVICE INVESTIGATI	1,455.00	
				6/30/2022	JUNE 2022 ADVICE INVESTIGATI	1,237.00	9,226.50
98439	9/28/2022	00001628 STERND AHL ENTERPRISES INC	17439	6/30/2022	REMOVE RUBBER FROM CONC	4,525.92	4,525.92
		Voucher:					
98440	9/28/2022	00000379 VERIZON BUSINESS	00302256	9/10/2022	BILLING PRD- 08/01/22 -08/31/22	84.09	84.09
		Voucher:					
98441	9/28/2022	00001280 WILLDAN	010-51597	6/24/2022	FY 22-23 ANNUAL DISTRICT ADM	3,643.73	3,643.73
		Voucher:					
Sub total for BANK OF THE WEST:							33,344.86

10 checks in this report.

Grand Total All Checks: 33,344.86

Gray highlight indicate prepaid check

WARRANT REGISTER FOR COUNCIL MEETING 10/11/2022

PART III

apChkLst
09/28/2022 7:46:58AM

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	
98442	9/29/2022	0012107	CALIFORNIA STATE DISBURSEMENT	Ben305860	9/29/2022	CA STATE DISB. UNIT: PAYMENT	299.99	299.99
		Voucher: 98442						
98443	9/29/2022	00002138	FRANCHISE TAX BOARD	Ben305858	9/29/2022	GARNISHMENT - FRANCHISE TA	747.84	747.84
		Voucher: 98443						
Sub total for BANK OF THE WEST:								1,047.83
 2 checks in this report.								
Grand Total All Checks:								1,047.83

WARRANT REGISTER FOR COUNCIL MEETING 10/11/2022

PART IV

apChkLst
09/29/2022 8:39:34AM

Final Check List
CITY OF SOUTH GATE

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98444	10/11/2022	00003766	ABEL GLASS & SCREEN	32563	8/30/2022	AUDITORIUM LUNCH ROOM BRC	238.59
		Voucher:		32564	8/30/2022	REPLACE GLASS AUDIT. BANQU	369.46
98445	10/11/2022	0013606	ADAMS, RUFF	Ref000305919	9/22/2022	UB REFUND CST #00035117 - 51!	10.00
		Voucher:					10.00
98446	10/11/2022	00004607	ADLERHORST INTERNATIONAL, I108841		9/20/2022	SUPPLIES FOR K9 CARLO (VARE	382.51
		Voucher:					382.51
98447	10/11/2022	00001467	ADMINISTRATIVE SERV. CO-OP	220715	7/31/2022	JUL 2022: PHONE-A-RIDE SERVI	43,322.96
		Voucher:					43,322.96
98448	10/11/2022	00003971	ADMINSURE INC.	15437	9/15/2022	OCT 2022 WORK COMP CLAIM A	9,597.00
		Voucher:					9,597.00
98449	10/11/2022	00004372	AIRGAS USA, LLC	9128870832	8/9/2022	CARBON DIOXIDE FOR POOL	386.12
		Voucher:		9128962274	8/29/2022	CARBON DIOXIDE POOL	375.94
				9129858787	9/8/2022	CARBON DIOXIDE FOR POOL	403.23
98450	10/11/2022	0011325	ALAN'S LAWN & GARDEN CENTE	1114235	9/12/2022	EQUIPMENT SUPPLIES REPAIR,	397.73
		Voucher:		1110814	8/23/2022	GROUNDS MAINT. SUPPLIES	28.87
				1113273	9/6/2022	GROUNDS MAINT. SUPPLIES	133.29
							559.89
98451	10/11/2022	00000837	ALL STAR GLASS CO.	IHA026148	8/16/2022	REPLACED GLASS ON UNIT #40	240.53
		Voucher:					240.53
98452	10/11/2022	0009798	ANIMAL FRIENDS PET HOTEL	476968	9/8/2022	VETERINARY SERVICES FOR CA	148.00
		Voucher:					148.00
98453	10/11/2022	0006249	AOKI LAWN MOWER SHOP, INC	89812	7/14/2022	SMALL EQUIPMENT PARTS AND	224.04
		Voucher:					224.04
98454	10/11/2022	0007290	APW KNOX-SEEMAN	17981607	9/12/2022	OIL FILTERS FOR SHOP STOCK	71.71
		Voucher:		17990322	9/15/2022	PARTS FOR UNIT#S100	18.95
							90.66
98455	10/11/2022	00003692	AT&T MOBILITY	28728833867X091	9/2/2022	8/3/22-9/2/22: MDCS DATA CARD	1,810.80
		Voucher:					1,810.80
98456	10/11/2022	0009040	ATLAS BACKFLOW	39939	9/7/2022	22 BACKFLOW TESTS	1,430.00
		Voucher:					1,430.00
98457	10/11/2022	0010585	AUTOZONE STORES, INC.	5488878957	9/12/2022	PARTS FOR UNIT#304 & 367	166.93
		Voucher:		5488879074	9/12/2022	BATTERY FOR UNIT #129	135.01
				5488867704	9/1/2022	OXYGEN SENSOR FOR UNIT#65	89.02
				5488872475	9/6/2022	BATTERY FOR UNIT#119	135.01
							525.97

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(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98458	10/11/2022	0010615	BEARCOM	5428888	8/30/2022	AUG 2022: MAINTENANCE RENE	1,049.55
	Voucher:		5431506	9/1/2022	SEP 2022: MAINTENANCE RENE'	1,049.55	
			5427941	8/29/2022	JUL 2022: MAINTENANCE RENEV	1,049.55	3,148.65
98459	10/11/2022	0013182	BELL GARDENS POLICE DEPART 1-3542		9/21/2022	PATROL RIFLE OPERATOR TRAI	200.00
	Voucher:						200.00
98460	10/11/2022	0009876	BIGGS CARDOSA	84694	8/5/2022	JUL 2022: DESIGN OF THE SOUT	7,359.80
	Voucher:						7,359.80
98461	10/11/2022	0008396	BLUE DIAMOND MATERIALS	2832398	8/12/2022	PURCHASE OF ASPHALT	364.27
	Voucher:		2864136	8/27/2022	COLD MIX CONCRETE	847.38	1,211.65
98462	10/11/2022	00002469	BOB BARKER COMPANY	INV1809437	9/1/2022	JAIL SUPPLIES: DISPOSABLE SF	316.58
	Voucher:		INV1809672	9/2/2022	JAIL SUPPLIES: PILLOW PAWS (P	931.13	
			INV1812421	9/12/2022	JAIL SUPPLIES: DISPOSABLE TR	111.14	1,358.85
98463	10/11/2022	00000418	BRADLEYS PLASTIC BAG CO	346549	9/1/2022	SUPPLIES FOR JAIL - 8X15 POLY	137.75
	Voucher:						137.75
98464	10/11/2022	00000651	BSN SPORTS, LLC	918050587	9/30/2022	ADULT SPORTS SUPPLIES	371.47
	Voucher:						371.47
98465	10/11/2022	0013381	CALIFORNIA FACILITY, SPECIALI	CA21008-L	7/18/2022	PENCO VANGUARD SINGLE TIEF	2,779.24
	Voucher:						2,779.24
98466	10/11/2022	00000780	CALTEX PLASTICS	271190	8/16/2022	INVENTORY PO/ TRASH BAGS	8,864.10
	Voucher:						8,864.10
98467	10/11/2022	00000898	CENTRAL BASIN MUNI WATER DISG-AUG22		9/15/2022	AUG 2022: CB METER SERVICE (13,763.36
	Voucher:						13,763.36
98468	10/11/2022	0006239	CENTRAL FORD	13663	9/1/2022	PARTS FOR UNIT #342	338.03
	Voucher:		14131	9/12/2022	PARTS FOR UNIT #195	110.34	
			14158	9/13/2022	INSULATOR FOR UNIT #128 & 12	245.50	
			14326	9/15/2022	SPECIALITY HARDWARE FOR G/	343.12	1,036.99
98469	10/11/2022	00005073	CITY OF DOWNEY	236058	9/7/2022	FY 22/23: SEAACA - 2ND INSTALL	358,699.00
	Voucher:						358,699.00
98470	10/11/2022	0013558	CITY OF MONTEBELLO	2023-00000002	7/27/2022	7/1/22-6/30/23: ICI SYSTEM ACCE	60,900.00
	Voucher:						60,900.00
98471	10/11/2022	00005090	CITY OF PARAMOUNT	5/24/22 WATER	8/3/2022	5/24/22: 13652 GARFIELD MEDIA	65.15
	Voucher:						65.15
98472	10/11/2022	0005622	CLARK SEIF CLARK, INC.	72912	9/16/2022	9/8/22: ABESTOS AND LEAD TES'	2,040.80
	Voucher:						2,040.80

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98473	10/11/2022	0011708	CLIENTFIRST TECHNOLOGY 14055	8/31/2022	AUG 2022: IT PROJECT MANAGE	18,306.25	18,306.25
		Voucher:					
98474	10/11/2022	0011922	CONCENTRA MEDICAL CENTERS76499504	8/31/2022	8/24/22-8/26/22: PROVIDE MEDIC	267.00	
		Voucher:	76560774	9/7/2022	8/31/22-9/6/22: PROVIDE MEDICA	369.00	636.00
98475	10/11/2022	00003528	CPS - HR CONSULTING 7390	9/21/2022	7/31/22-8/27/22 EXECUTIVE RECI	7,000.00	
		Voucher:	7391	9/22/2022	EXECUTIVE RECRUITMENT FOR	5,750.00	12,750.00
98476	10/11/2022	0012362	CROSSROADS SOFTWARE, INC. 7287	7/26/2022	8/1/22-7/31/23: CROSSROADS SL	1,900.00	1,900.00
		Voucher:					
98477	10/11/2022	00001423	DAILY JOURNAL CORPORATION B3626352	9/22/2022	NOTICE OF HEARING: ORDINAN	195.00	
		Voucher:	B3626361	9/22/2022	NOTICE OF HEARING: MICROTR	165.00	
			B3626341	9/22/2022	NOTICE OF HEARING: STATE HC	135.00	
			B3621973	9/15/2022	PROOF OF PUBLICATION:2020-2	800.00	
			B3622073	9/15/2022	NOTICE INVITING BIDS: LIST OF	325.00	1,620.00
98478	10/11/2022	00001565	DEPT OF JUSTICE-(DOJ) CENTR/603794	9/6/2022	AUG 2022: FINGERPRINT APPS-C	891.00	891.00
		Voucher:					
98479	10/11/2022	0013537	DISCOUNT TREE CARE ARBORIS216	8/23/2022	EMERGENCY TREE SERVICES P	2,340.00	
		Voucher:	217	8/24/2022	EMERGENCY TREE SERVICES P	1,400.00	
			219	8/24/2022	EMERGENCY TREE SERVICES P	350.00	4,090.00
98480	10/11/2022	00003777	DON MILLER & SONS PLUMBING 366689		CREDIT: RETURNED PART, INVO	-491.51	
		Voucher:	366051	7/28/2022	FAUCET FOR SENIOR CENTER	528.69	
			367952	9/1/2022	PARK REST ROOM'S #1,6 PARTS	457.27	
			367962	9/1/2022	SPORTS CENTER REPLACEMEN	406.62	901.07
98481	10/11/2022	00000175	DOOLEY ENTERPRISES, INC. 63844	9/9/2022	TRAINING AMMO FOR TRAINING	5,546.97	
		Voucher:	63845	9/9/2022	TRAINING AMMO FOR SWAT	4,113.90	9,660.87
98482	10/11/2022	00002123	EMP: DHAYER, DANIEL CERTIFICATE 22-	9/13/2022	REIMBURSEMENT FOR PESTICII	195.00	195.00
		Voucher:					
98483	10/11/2022	0013604	EMP: MARES, GISELLE 2022 CAPIO CON	9/22/2022	MILAGE AND PER DIEM - CAPIO	282.50	282.50
		Voucher:					
98484	10/11/2022	00001917	ENTENMANN - ROVIN CO. 0168171-IN	9/1/2022	BADGES REPAIR/REFINISH/REPI	158.12	158.12
		Voucher:					
98485	10/11/2022	0007034	EO: RIOS, ALFONSO 2022 LEAGUE OF	9/22/2022	REIMB: LODGING & PER DIEM F	1,022.16	1,022.16
		Voucher:					
98486	10/11/2022	00000619	FALCON FUELS, INC. 50646	9/9/2022	REGULAR UNLEADED FUEL & S/	5,232.96	
		Voucher:	50609	9/8/2022	REGULAR UNLEADED FUEL & S/	5,747.50	10,980.46

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
Bank : botw BANK OF THE WEST (Continued)								
98487	10/11/2022	0013187	FAST 5 SOUTH GATE 9, LLC	4687	8/31/2022	JUN 2022-AUG 2022: CAR WASH	359.10	359.10
		Voucher:						
98488	10/11/2022	00002026	FEDERAL EXPRESS CORPORATI	7-878-07719	9/9/2022	FEDEX PRIORITY OVERNIGHT	21.22	21.22
		Voucher:						
98489	10/11/2022	0013478	FOCUS IMAGINATION LLC	SGPD-2022-3	9/2/2022	RECRUITMENT VIDEO - SWAT E	525.00	
		Voucher:		SGPD-2022-2	9/2/2022	RECRUITMENT VIDEO - TRAFFIC	375.00	900.00
98490	10/11/2022	0010237	FRONTIER COMMUNICATIONS	562-197-1130-090	9/5/2022	9/5/22 10/4/22 - ACCT# 562-197-1	564.07	
		Voucher:		209-057-1084-091	9/26/2022	BILLING - 09/01/22-09/30/22 ACCT	59.86	623.93
98491	10/11/2022	0009215	G&M OIL COMPANY, LLC	012-044	9/14/2022	AUGUST 2022: EXPRESS CAR V	130.00	130.00
		Voucher:						
98492	10/11/2022	0010016	GLOBAL PARATRANSIT INC.	112223-01	8/4/2022	JUL 2022: PROVIDE TRANSIT SE	52,330.86	52,330.86
		Voucher:						
98493	10/11/2022	0013594	GOMEZ PEREZ, MARIA GUADALL	Ref000305297	9/15/2022	UB REFUND CST #00042781 - 10	50.00	50.00
		Voucher:						
98494	10/11/2022	0013600	GONZALEZ, JAVIER	Ref000305447	9/20/2022	UB REFUND CST #00049921 - OV	478.78	478.78
		Voucher:						
98495	10/11/2022	00002890	GRAINGER	9445180533	9/14/2022	PARTS FOR UNIT 660	150.90	
		Voucher:		9441658490	9/12/2022	PARTS FOR UNIT #619	47.62	
				9405141954	8/9/2022	AUTHORIZED PERSONNEL ONLY	38.21	
				9428987177	8/30/2022	SPORT CENTER JANITORIAL CL	150.45	
				9404488380	8/9/2022	PUMP FOR PW FOR HOT WATER	549.82	937.00
98496	10/11/2022	00000534	GRANDE VISTA STEEL	169478	9/12/2022	MATERIALS FOR NEW STAND BY	149.94	149.94
		Voucher:						
98497	10/11/2022	0011526	HASA, INC.	849637	9/15/2022	MULTI-CHLOR	580.63	
		Voucher:		849640	9/15/2022	MULTI-CHLOR	646.36	
				849638	9/15/2022	MULTI-CHLOR	464.50	
				849639	9/15/2022	MULTI-CHLOR	606.92	
				836290	7/28/2022	MULTI-CHLOR	4,976.25	
				87518		CREDIT: RETURNED PART, INVO	-4,319.60	
				832260	7/14/2022	MULTI-CHLOR	505.62	
				832266	7/14/2022	MULTI-CHLOR	437.77	
				832268	7/14/2022	MULTI-CHLOR	328.33	
				832272	7/14/2022	MULTI-CHLOR	1,234.51	
				849636	7/28/2022	MULTI-CHLOR	876.42	6,337.71

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<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
98498	10/11/2022	0012871 HF&H CONSULTANTS, LLC	9719466	8/30/2022	JUL 2022: PROFESSIONAL SERV	18,002.90	18,002.90
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98500	10/11/2022	00000268	HOME DEPOT CREDIT SERVICES	8341201	9/19/2022	EQUIPMENT FOR PATCH TRUCK	69.77
	Voucher:		4043612	8/11/2022	FILTER BAGS FOR CONCRETE C	68.22	
			5351943	8/30/2022	REPAIRS TO DOG PARK	121.63	
			6341402	9/8/2022	REMOVAL OF OLD PAINT FROM	18.63	
			7841891	9/7/2022	GROUNDS MAINT SUPPLIES	357.65	
			7372636	9/7/2022	WEED SUPPLIES FOR WELL 28	38.42	
			6341213	8/19/2022	PLYWOOD -PICK UP STATION "R	880.12	
			6351851	8/19/2022	MATERIALS FOR COMM DEV- RC	280.54	
			3341242	8/22/2022	MATERIALS TO INSTALL PARK R	158.73	
			2351869	8/23/2022	MATERIALS FOR JON @ JAA SN/	68.81	
			1162101	9/13/2022	HOLLYDALE PK SUPPLIES	272.66	
			3351654	8/2/2022	GROUNDS MAINT. SUPPLIES	145.35	
			9372428	8/16/2022	POOL AND FOUNTAIN SUPPLIES	360.12	
			8371202	8/17/2022	GOLF COURSE-GFCI 20A ZETA F	133.27	
			8372449	8/17/2022	MATERIALS TO REPAIR CABINET	260.85	
			3341249	8/22/2022	MATERIALS TO REPAIR SIGN- RE	41.49	
			2351870	8/23/2022	SUPPLIES FOR STAND BY VAN	30.01	
			2361490	8/23/2022	MATERIALS TO INSTALL PARK R	101.76	
			2341258	8/23/2022	PAINT FOR GRAFFITI	512.26	
			1361503	8/24/2022	REPLACEMENT DRILL AND LOCK	277.87	
			0372508	8/25/2022	BUG SPRAY AND LADDER STRIP	77.89	
			6341281	8/29/2022	SUPPLIES FOR PM AT THE PD (J	74.45	
			0351887	8/25/2022	SUPPLIES FOR P.D. WALL JOB	51.91	
			6372531	8/29/2022	PLUMBING PARTS AND PAINT FC	63.34	
			1858 00097 55638	9/21/2022	GROUNDS MAINT SUPPLIES	199.40	
			5372759	9/19/2022	GROUNDS MAINT SUPPLIES	186.76	
			1372696	9/13/2022	MATERIAL FOR PLAYGROUND R	148.26	
			2361541	9/2/2022	GROUNDS MAINT. SUPPLIES	93.36	
			8352045	9/6/2022	GROUNDS MAINT. SUPPLIES	198.97	
			1341429	9/13/2022	HOLLYDALE PK SUPPLIES	21.98	
			5361637	9/19/2022	QUIKRETE FOR GRIDING CREW	41.45	
			5361528	8/30/2022	PAINT FOR FRONT OFFICE DOO	55.15	
			0341448	9/14/2022	CIVIC CENTER DISPLAY	89.80	
			0341452	9/14/2022	PLUMBING SYSTEM REPAIRS -P	103.07	
			0341449	9/14/2022	COLOR MATCH CESAR CHAVEZ	611.21	

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
98505	10/11/2022	0005586	JOE A. GONSALVES & SONS	160181	9/15/2022	OCT 2022 LEGISLATIVE STATE L	2,500.00	2,500.00
		Voucher:						
98506	10/11/2022	0007294	KOA CORPORATION	JC21047-1	8/8/2022	7/15/22-7/31/22: PROFESSIONAL	781.39	
		Voucher:		JC26062-1	7/31/2022	6/27/22-7/31/22: INSPECTION SEI	4,860.00	
				JC26062-2	8/29/2022	AUG 2022: INSPECTION SERVI	11,490.00	17,131.39
98507	10/11/2022	0006905	LA COUNTY SHERIFF'S DEPARTM	230266BL	9/13/2022	AUG 2022 FOOD FOR THE JAIL	1,238.20	1,238.20
		Voucher:						
98508	10/11/2022	0007795	LAWRENCE ROLL UP DOORS, IN	223650	8/29/2022	REPLACEMENT ON GARAGE DO	3,566.35	3,566.35
		Voucher:						
98509	10/11/2022	00004384	LIEN ON ME, INC.	10333372	9/7/2022	MEDICAL REVIEW M. BARRERA I	314.28	
		Voucher:		10333373	9/7/2022	MEDICAL REVIEW M. BARRERA I	300.15	
				10333375	9/8/2022	MEDICAL REVIEW J ANDRADE (122.57	737.00
98510	10/11/2022	00000488	LINDE GAS & EQUIPMENT INC.	30795926	8/23/2022	WELDING AND FABRICATION SU	115.41	
		Voucher:		30521372	8/3/2022	WELDING SUPPLIES	133.67	249.08
98511	10/11/2022	0013598	LLAMAS, ROSAMARTHA	Ref000305301	9/8/2022	UB REFUND CST #00064689 - 84	89.42	89.42
		Voucher:						
98512	10/11/2022	0013608	LUNDAY THAGARD CO.	Ref000305921	9/22/2022	UB REFUND CST #00033197 - 57	92.94	92.94
		Voucher:						
98513	10/11/2022	0009213	MARTINEZ, GILBERT	101	9/19/2022	10/31/22: DJ SERVICES FOR HAL	700.00	700.00
		Voucher:						
98514	10/11/2022	00004060	MCMASTER-CARR SUPPLY CO	84255256	9/6/2022	MISC PLUMBING PARTS FOR BU	406.41	
		Voucher:		83969899	8/30/2022	MISC PLUMBING PARTS FOR PL	71.71	
				84742930	9/14/2022	FLAT SPRAY NOZZLE FOR UNIT#	21.42	499.54
98515	10/11/2022	0011575	MERCHANTS BUILDING	691051	7/31/2022	JUL 2022: PD - COVID CLEANING	2,303.35	
		Voucher:		691050	7/31/2022	JUL 2022: CITY HALL, CITY YARD	4,606.70	
				691049	7/31/2022	JUL 2022: MBM- ANNUAL JANITO	26,126.10	
				691253	8/31/2022	AUG 2022: MBM- ANNUAL JANIT	26,126.10	
				691254	8/31/2022	AUG 2022: CITY HALL, CITY YAR	4,606.70	
				691255	8/31/2022	AUG 2022: PD - COVID CLEANIN	2,303.35	66,072.30
98516	10/11/2022	0013596	MICHEL, JESUS	Ref000305299	9/15/2022	UB REFUND CST #00054902 - 98	157.20	157.20
		Voucher:						
98517	10/11/2022	00003815	MICHELSON LABORATORIES, IN	0642869	9/5/2022	MONTHLY BILLING - HETEROTR	918.75	918.75
		Voucher:						
98518	10/11/2022	0013562	MIKE CABRERA CORPORATION	INV-0000197	9/15/2022	PRINTING OF FALL 2022 RECRE	17,518.00	17,518.00
		Voucher:						

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
98519	10/11/2022	00000447	MISC - BLDG PERMITS	PL220000023	7/12/2022	REFUND: CONDITIONAL USE PE	4,837.99	4,837.99
		Voucher:						
98520	10/11/2022	00000170	MISC - PKS & REC REFUND	293427	9/21/2022	REFUND: BIRTHDAY PARTY REN	428.00	428.00
		Voucher:						
98521	10/11/2022	00000170	MISC - PKS & REC REFUND	292889 - PENUEL	9/12/2022	REFUND DEPOSIT (AFTER EVEN	319.00	319.00
		Voucher:						
98522	10/11/2022	00000170	MISC - PKS & REC REFUND	297308	9/21/2022	REFUND: FITNESS SENIOR MEM	100.00	100.00
		Voucher:						
98523	10/11/2022	00000170	MISC - PKS & REC REFUND	297875 - GODINE	9/20/2022	RFUND: TINY TWO'S - CHILD NO	90.00	90.00
		Voucher:						
98524	10/11/2022	00000170	MISC - PKS & REC REFUND	296344 - PEREZ	9/13/2022	REFUND: PIANO LESSONS	45.00	45.00
		Voucher:						
98525	10/11/2022	00003458	MISC - PUBLIC WORKS	573778 - GOMEZ	9/8/2022	REIMB: NEW WATER SERVICE IN	1,411.81	
		Voucher:		574036 - GOMEZ	9/8/2022	REIMB: NEW WATER SERVICE IN	696.04	2,107.85
98526	10/11/2022	00003458	MISC - PUBLIC WORKS	487805 - MOLINA	9/8/2022	REIMB: NEW WATER SERVICE IN	9.17	9.17
		Voucher:						
98527	10/11/2022	0011779	NACHO AUTOMOTIVE REPAIR, IN	33428	9/15/2022	SMOG INSPECTION FOR UNIT#3	35.00	
		Voucher:		33431	9/15/2022	SMOG INSPECTION FOR UNIT #:	35.00	
				33411	9/14/2022	SMOG INSPECTION FOR UNIT #:	35.00	
				33409	9/14/2022	SMOG INSPECTION FOR UNIT #:	35.00	
				33421	9/15/2022	SMOG INSPECTION FOR UNIT#2	45.00	
				33423	9/25/2022	SMOG INSPECTION FOR UNIT #:	35.00	220.00
98528	10/11/2022	0012071	NADA BUS, INC.	50842	8/24/2022	8/11/22 VALLEY VIEW CASINO PA	1,570.00	
		Voucher:		50833	8/5/2022	RAGING WATERS 8/3/22 PARKS I	2,630.00	
				50807	7/22/2022	7/21/22 ORANGE COUNTY FAIR F	1,315.00	
				50791	7/11/2022	7/7/22 AUGUSTINE CASINO PAR	1,570.00	
				50835	8/5/2022	8/5/22 PARKS DEPARTMENT EXC	1,140.00	
				50820	7/31/2022	LAS BRISAS PARKS DEPARTMEN	1,315.00	9,540.00
98529	10/11/2022	0007865	NET TRANSCRIPTS, INC	NT12458	8/31/2022	AUG 2022 IA TRANSCRIPTS/ TRA	109.50	
		Voucher:		NT12459	8/31/2022	TRANSCRIPTION SERVICE OFF-	105.12	214.62
98530	10/11/2022	0005289	NOBEL SYSTEMS	15485	9/19/2022	PERFORM WATER LOSS AUDIT \	2,500.00	2,500.00
		Voucher:						
98531	10/11/2022	0013096	OFFICE TEAM	60773050	9/26/2022	P/E 9/23/22: HOURLY WORKER -	630.70	
		Voucher:		60693686	9/12/2022	P/E 9/9/22: HOURLY WORKER - T	527.10	
				60733062	9/19/2022	P/E 9/16/22: HOURLY WORKER -	702.10	1,859.90

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
98532	10/11/2022	0007984	O'REILLY AUTO PARTS	3063-478093	9/8/2022	30LB GAS TANK FOR STOCK	357.28	
	Voucher:		3063-478832	9/14/2022	PART FOR UNIT#S100	30.85		
			3063-478846	9/14/2022	PART FOR SHOP STOCK	35.26		
			3063-478726	9/13/2022	PARTS FOR SHOP STOCK	769.55		
			3063-478758	9/13/2022	PART FOR UNIT #152	77.52	1,270.46	
98533	10/11/2022	0012867	PACIFIC OFFICE AUTOMATION	368170	8/24/2022	05/24/22-8/24/22 SHARP COPIER	11,584.38	11,584.38
	Voucher:							
98534	10/11/2022	00003961	PACIFIC PRODUCTS AND SERVIC	30693	8/11/2022	MATERIAL FOR STREET SIGN M	4,949.92	4,949.92
	Voucher:							
98535	10/11/2022	0010664	PD: GOLD COAST K9	SGPD-19	9/8/2022	K-9 MAILO BOARDING 08/31/202	240.00	240.00
	Voucher:							
98536	10/11/2022	0013230	PD: PRADO, GERARDO	FY 2022-23	8/30/2022	EDU REIMB: FY 2022-23 AJ-215, A	437.53	437.53
	Voucher:							
98537	10/11/2022	0011213	PD: ROSE, RYAN	FY 2022-23 EDU F	8/30/2022	EDU REIMB: FY 2022-23 KDR 603	3,000.00	3,000.00
	Voucher:							
98538	10/11/2022	00004717	PETTY CASH- GENERAL FUND -	08/30/2022-09/20/22	8/30/2022	8/30/2022-9/20/22 PETTY CASH F	587.86	587.86
	Voucher:							
98539	10/11/2022	00004713	PETTY CASH- PARKS & REC.DEP	08/23/22-9/15/22	8/23/2022	8/23/22- 9/15/22 PETTY CASH PAI	259.41	259.41
	Voucher:							
98540	10/11/2022	00003691	PK: LARIOS, JUAN	JLSEPTEMBER	9/21/2022	SEPTEMBER 2022 KARATE CLAS	594.00	594.00
	Voucher:							
98541	10/11/2022	00003720	PK: RODRIGUEZ, BEATRIZE J	295286	9/13/2022	8/3/22-9/7/22 OVER EASY	84.48	84.48
	Voucher:							
98542	10/11/2022	0013607	PLASENCIA, DIAMELVA	Ref000305920	9/22/2022	UB REFUND CST #00034736 - 96:	19.56	19.56
	Voucher:							
98543	10/11/2022	0005368	PRINTCO DIRECT	84949	9/18/2022	HOLLYDALE COMMUNITY PARK	223.26	223.26
	Voucher:							
98544	10/11/2022	0006933	PSYCHOLOGICAL CONSULTING	#525528	2/16/2022	01/20/2022 TRAUMA SUPPORT Q	1,400.00	1,400.00
	Voucher:							
98545	10/11/2022	0011254	PULSIAM	7639	9/21/2022	7/20/22-7/19/23: RED HAT LINUX I	1,257.97	1,257.97
	Voucher:							
98546	10/11/2022	00000416	RAPID-O-PRINT	26343	9/8/2022	3-PART NCR COMPLAINT FORMS	244.76	
	Voucher:		26277	8/26/2022	ENVELOPES: NON WINDOW WT	652.68	897.44	
98547	10/11/2022	0012962	REGIONAL TAP SERVICE CENTE	16017129	7/31/2022	JULY 2022: TAP BUS PASSES	1,616.00	1,616.00
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
98548	10/11/2022	0013595	RIBIC, ERIC	Ref000305298	9/15/2022	UB REFUND CST #00062579 - 86	113.15	113.15
		Voucher:						
98549	10/11/2022	00002735	ROADLINE PRODUCTS, INC. USA17687		8/11/2022	PAINT FOR RE-STRIPING	14,323.19	14,323.19
		Voucher:						
98550	10/11/2022	0006651	RODGERS, MARIA	47095	9/13/2022	SCHOOL COLLABORATIVE LUNC	727.10	727.10
		Voucher:						
98551	10/11/2022	0013470	SA ASSOCIATES	WMR-PH1-01	9/12/2022	THRU 8/31/22: WATER MAIN REP	129,955.25	129,955.25
		Voucher:						
98552	10/11/2022	0010999	SAFNA CORPORATION	10307	8/1/2022	AMEND 7 FOR ENGINEERING PF	15,589.00	
		Voucher:		10308	8/1/2022	JULY 2022 AMEND 7 FOR ENGINI	1,160.00	
				10309	8/1/2022	JULY 2022 AMEND 7 FOR ENGINI	4,350.00	21,099.00
98553	10/11/2022	00000322	SAM'S CLUB	5361	9/13/2022	SNACKS FOR BENEFIT FAIR WIT	82.94	82.94
		Voucher:						
98554	10/11/2022	00004834	SECURITY SIGNAL DEVICES SYSR-00396418		10/1/2022	10/01/22 TO 12/31/22 BURGLAR A	687.54	687.54
		Voucher:						
98555	10/11/2022	00004857	SMITH FASTENER COMPANY	0041263	9/8/2022	SPECIALITY HARDWARE	6.70	
		Voucher:		0041333	9/13/2022	SPECIALITY HARDWARE FOR G/	21.72	28.42
98556	10/11/2022	0009420	SPARKLETTS	15758432 091622	9/21/2022	WATER SERVICES	514.90	514.90
		Voucher:						
98557	10/11/2022	0012980	SPECTRUM	108308401090122	9/1/2022	SEP 2022: FIBER OPTICS FOR PI	948.68	
		Voucher:		0008335090122	9/1/2022	SEP 2022: SCADA INTERNET SEI	161.26	
				0879974082922	8/29/2022	8/29/2022-9/28/2022 PD INTERNE	127.97	
				0044267082722	8/27/2022	AUG 2022 CABLE FOR PD AND V	296.45	
				0507757081522	8/15/2022	8/15/22-9/14/22 4244 SANTA ANA	25.52	1,559.88
98558	10/11/2022	00004897	ST FRANCIS MEDICAL CENTER	10333372	9/7/2022	MEDICAL TREATMENT OF ARRE:	631.53	
		Voucher:		10333373	9/7/2022	MEDICAL TREATMENT OF ARRE:	666.51	
				10333375	9/8/2022	BOOKING EXAM FOR J. ANDRAC	337.42	1,635.46
98559	10/11/2022	0013585	STERICYLE, INC.	8002268036	8/31/2022	AUGUST 2022 SHREDDING OF D	111.20	111.20
		Voucher:						
98560	10/11/2022	0008773	STOTZ EQUIPMENT	P59320	9/13/2022	JOHN DEERE PARTS FOR GOLF	1,682.68	
		Voucher:		P59319	9/13/2022	JOHN DEERE PARTS FOR GOLF	1,240.47	
				P59489	9/16/2022	JOHN DEERE PARTS FOR GOLF	1,920.89	4,844.04
98561	10/11/2022	0013597	SUNAY, MARIA	Ref000305300	9/8/2022	UB REFUND CST #00030890 - 84	12.74	12.74
		Voucher:						

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
98562	10/11/2022	0013609	SWEET HEAT TREATS	Ref000305922	9/22/2022	UB REFUND CST #00063754 - 39:	143.74	143.74
		Voucher:						
98563	10/11/2022	0013047	TAIT ENVIRONMENTAL SERVICE	913108	8/24/2022	THRU 8/24/22: ENGINEERING DE	7,852.32	7,852.32
		Voucher:						
98564	10/11/2022	00004921	TARGET SPECIALTY PRODUCTS	INVP500917610	9/8/2022	GROUNDS MAINT. SUPPLIES	590.04	590.04
		Voucher:						
98565	10/11/2022	0011640	TIREHUB, LLC	29765611	9/19/2022	TIRES FOR UNIT 162	313.75	
		Voucher:		29765448		CREDIT: RETURNED PART, INVO	-284.58	
				28599786	7/26/2022	TIRES FOR UNIT#162 - INVOICE	284.58	313.75
98566	10/11/2022	00003438	TRANS UNION-SOUTHERN CALI	I08204448	8/25/2022	7/26/22-8/25/22: CREDIT CHECK I	83.58	83.58
		Voucher:						
98567	10/11/2022	0012565	UNISAN PRODUCTS LLC	3143262	9/19/2022	INVENTORY PO/DISINFECTANT \	373.75	373.75
		Voucher:						
98568	10/11/2022	0005750	UNITED INDUSTRIES	224122	9/16/2022	INVENTORY PO/ NITRILE GLOVE	2,009.82	2,009.82
		Voucher:						
98569	10/11/2022	0011926	URM TECHNOLOGIES, INC.	0084832	8/31/2022	AUGUST 2022 -STORAGE	45.72	
		Voucher:		0084833	8/31/2022	AUGUST 2022 - ACCNT	36.00	
				0084834	8/31/2022	AUGUST 2022 - AP	37.44	
				0084835	8/31/2022	AUGUST 2022 - AR	21.96	
				0084837	8/31/2022	AUGUST 2022 - PAYROLL	20.52	
				0084836	8/31/2022	AUGUST 2022 - MISC	71.64	
				0084838	8/31/2022	AUGUST 2022 - PERS	54.72	288.00
98570	10/11/2022	00003928	US BANK TRUST N.A.	788757000-NOV21	11/1/2022	NOV 2022: COSG 2005 PENSION	167,798.45	167,798.45
		Voucher:						
98571	10/11/2022	00001848	VERIZON WIRELESS	9916399116	9/21/2022	BILLING PRD- 8/22/22-9/21/22 PD	3,099.48	
		Voucher:		9914201966	8/23/2022	BILLING PRD- 07/24/22-08/23/22-	8,920.30	
				9911870684	9/13/2022	BILLING PRD- 6/24/22-7/23/22- AC	8,540.83	
				9914044771	8/21/2022	BILLING PRD- 7/22/22-8/21/22 PD	2,621.24	23,181.85

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
98572	10/11/2022	00002634	VULCAN MATERIALS COMPANY	385704	8/31/2022	ASPHALT, BASE, EMULSION PRC	133.86
	Voucher:		73386272	8/26/2022	ASPHALT, BASE, EMULSION PRC	206.41	
			73391405	8/31/2022	ASPHALT, BASE, EMULSION PRC	304.14	
			73378129	9/22/2022	ASPHALT, BASE, EMULSION PRC	884.71	
			7339445	8/31/2022	ASPHALT, BASE, EMULSION PRC	209.34	
			73373043	8/15/2022	ASPHALT, BASE, EMULSION PRC	108.68	
			73405376	9/14/2022	ASPHALT, BASE, EMULSION PRC	203.47	
			73378128	8/19/2022	ASPHALT, BASE, EMULSION PRC	204.46	
			73386273	8/26/2022	ASPHALT, BASE, EMULSION PRC	205.43	
			73382988	8/24/2022	ASPHALT, BASE, EMULSION PRC	204.46	
			73388751	8/29/2022	ASPHALT, BASE, EMULSION PRC	306.10	
			73408370	9/16/2022	ASPHALT, BASE, EMULSION PRC	302.19	
			73408369	9/16/2022	ASPHALT, BASE, EMULSION PRC	934.94	
			73411115	9/19/2022	ASPHALT, BASE, EMULSION PRC	306.10	4,514.29
98573	10/11/2022	00002593	WAXIE'S SANITARY SUPPLY	81173418	9/12/2022	INVENTORY PO/ JANITORIAL SU	12,082.28
	Voucher:		81186992	9/16/2022	INVENTORY PO/ JANITORIAL SU	79.91	12,162.19
98574	10/11/2022	0010471	WEBSTER'S BEE'S REMOVAL SR	1667	9/7/2022	WASP NEST REMOVAL - 9520 HIL	285.00
	Voucher:		1650	8/15/2022	METER BOX AT 8133 MOUNTAIN'	235.00	520.00
98575	10/11/2022	0010476	WECK LABORATORIES INC	W2H3005	8/30/2022	WATER SAMPLES	105.00
	Voucher:		W2I0251	9/6/2022	WATER SAMPLES	30.00	
			W2I0569	9/9/2022	WATER SAMPLES	65.00	
			W2I0568	9/9/2022	WATER SAMPLES	105.00	305.00
98576	10/11/2022	00000032	WEST COAST MAILERS	11168	9/21/2022	WATER BILLS CYCLES 7 & 8 SVC	1,470.42
	Voucher:		11170	9/21/2022	WATER BILLS CYCLES 5 & 6 SVC	2,262.26	
			11171	9/21/2022	WATER BILLS CYCLES 3 & 4 SVC	2,145.14	
			11166	9/21/2022	WATER BILLS CYCLES 10 SVC P	98.00	
			11173	9/21/2022	WATER BILLS CYCLES 3 & 4 SVC	2,150.74	
			11174	9/21/2022	WATER BILLS CYCLES 5 & 6 SVC	2,266.62	
			11175	9/21/2022	WATER BILLS CYCLES 7 & 8 SVC	2,063.52	12,456.70
98577	10/11/2022	0007074	WEST COAST SAND & GRAVEL IN	534771	8/31/2022	CLEANING OIL SPILLS, PARK EV	1,078.68
	Voucher:						1,078.68
98578	10/11/2022	00000561	WESTERN EXTERMINATOR COM	25380307	7/6/2022	PEST ABATEMENT & PEST SERV	1,950.00
	Voucher:		25376963	7/13/2022	PEST ABATEMENT & PEST SERV	375.00	
			26257407	8/3/2022	PEST ABATEMENT & PEST SERV	375.00	
			26260813	8/3/2022	PEST ABATEMENT & PEST SERV	1,950.00	4,650.00

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98579	10/11/2022	00003442	YOUNGBLOOD & ASSOCIATES, I1882A	9/26/2022	PRE-EMPLOYMENT POLYGRAPH	300.00	
	Voucher:		1883A	9/26/2022	PRE-EMPLOYMENT POLYGRAPH	300.00	600.00
98580	10/11/2022	00000062	ZIEGLER'S HARDWARE& SUPPLY0508	8/31/2022	SENIOR CENTER TOILET REPAIR	21.99	
	Voucher:		11488	8/25/2022	MATERIALS TO REPAIR AUDIT OF	94.70	
			0571	9/12/2022	REPAIR FAUCET AT THE GOLF S	42.98	
			11498	8/29/2022	SUPPLIES FOR PD CELLS AND L	15.40	
			0576	9/14/2022	AIR VENTS OFFICE CITY YARD	55.06	
			0607	9/19/2022	SMALL STRAINERS FOR PAINT C	22.01	
			0538-2022	9/6/2022	STRAINER FOR PAINT CREW	16.52	
			11485	8/25/2022	PLUMBING SUPPLIES FOR THE I	64.93	
			0613 - 9/19/2022	9/19/2022	WINDOW A/C UNIT INSTALL PD F	82.62	416.21

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4953121	9/15/2022	00004266	U.S. BANK CORPORATE PAYMEI				
		0007082	CCUG SEMINAR REGISTRATION 7498	8/18/2022	JEM-CA CLETS USER GROUP TF	900.00	
		0005601	DOUBLETREE HOTELS 87635828	8/15/2022	JEM-LODING DURING BASIC AC/	418.76	
		0005347	AMAZON.COM 112-0960163-5507	9/26/2022	JM - WRISTBANDS FOR POOL	201.75	
		00000415	NATIONAL CONSTRUCTION REN'033085	7/24/2022	ME NATIONAL CONSTRUCTION I	269.28	
		00004234	CHANDLER'S AIR CONDITIONING064222	8/4/2022	JC- AUDITORIUM REFRIGERATO	936.11	
		00004234	CHANDLER'S AIR CONDITIONING018177	8/4/2022	JC- GIRLS CLUB HOUSE REFRIG	1,000.00	
		00004234	CHANDLER'S AIR CONDITIONING046260	8/4/2022	JC- GIRLS CLUB HOUSE REFRIG	937.41	
		00004234	CHANDLER'S AIR CONDITIONING071882	8/4/2022	JC- SENIOR CENTER FREEZER I	559.30	
		00004353	VORTEX INDUSTRIES, INC 07-1612624	8/15/2022	JC- HEX DOOR KEYS	99.51	
		0009649	AT&T JULY 2022	6/20/2022	SC-JULY 2022 INTERNET SERVI	124.14	
		0012588	SHI B15610708	7/29/2022	JPL-MICROSOFT VISIOPLAN 2G	338.30	
		0012596	ZOOM.US INV160070845	8/1/2022	JPL-ZOOM RECORDING 100GB E	40.00	
		0013593	NIVINDEL, LLC HWJ-2426	8/8/2022	JPL-CISCO CATALYST POWER C	73.90	
		0011195	DISCOUNTMUGS SB105	8/18/2022	JM - ADULT SPORTS PRIZES	815.55	
		0009659	THE LIFEGUARD STORE 000710839	8/19/2022	JM - WRISTBANDS FOR POOL	162.81	
		0005347	AMAZON.COM 111-4864009-2050	8/14/2022	JM - WRISTBANDS FOR POOL	201.75	
		00004195	CCCA 3551	6/30/2022	(AE) JULY 1 - JUNE 30, 2022 CITY	5,800.00	
		0012980	SPECTRUM 0435603071422	8/2/2022	(AE) 07/14/22 - 08/13/22 SPECTRI	130.65	
		0012980	SPECTRUM 0490491072722	7/27/2022	(AE) 07/27/22 - 08/26/22 SPECTRI	234.70	
		0012980	SPECTRUM 0495151080722	8/7/2022	(AE) 08/07/22 - 09/06/22 SPECTR	129.99	
		0012980	SPECTRUM 05000034072722	7/27/2022	(AE) 07/27/22 - 08/26/22 SPECTRI	234.70	
		0012980	SPECTRUM 0586090072622	7/26/2022	(AE) 07/26/22 - 08/25/22 SPECTR	253.39	
		0012980	SPECTRUM 0426602072522	7/25/2022	07/25/22 - 08/24/22 SPECTRUM €	234.70	
		0012980	SPECTRUM 0600966072222	7/22/2022	AE) 07/22/22 - 08/21/22 SPECTRI	119.99	
		0012980	SPECTRUM 0426263071422	7/14/2022	AE) 07/14/22 - 08/13/22 FOR SPE	5.33	
		0005368	PRINTCO DIRECT MQ112719506	6/27/2022	E) 30 - CITY CENTENNIAL CELEE	1,587.60	
		0012980	SPECTRUM 0426271071422	7/31/2022	(AE) 07/14/22 - 08/13/22 SPECTRI	15.98	
		0012836	ETRAK RECREATION SOFTWARE8	8/17/2022	ETRAK RECREATION SOFTWARE	2,500.00	
		0012679	VECTORUSA 93428	7/18/2022	JPL-NETWORK SECURITY ASSE	925.00	
		0006934	INSIGHT PUBLIC SECTOR,INC 93428	7/18/2022	JPL-ADOBE ACROBAT PRO DC F	190.30	
		0005347	AMAZON.COM 114-0833973-001€	7/27/2022	NC COVID TEST KITS	1,784.07	
		00003529	AT&T 562 602-5212 JUL	8/8/2022	JULY 16-AUG 15 2022 PHONE LIM	460.25	
		00001917	ENTENMANN - ROVIN CO. 0164846-IN	3/28/2022	WC- CEO SUPERVISOR L MEDIN	221.17	
		00000634	CALBO 08/15/2022 murillo	8/15/2022	WC-09/19/22-19/22 & 10/10/22 CA	575.00	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
00000634		CALBO	08/15/2022 BERRI	8/15/2022	WC-10/10/22-10/13/22 CALIFORN	445.00	
0013605		SPRINGHILL SUITES, BY MARRIC	77042	7/16/2022	JEM-FRESNO SHERIFFS JAIL AC	675.61	
00002871		ICC-INTERNATIONAL CODE COU	101347284	8/17/2022	WC-INTERNATIONAL CODE COU	95.00	
0005347		AMAZON.COM	114-8900476-9653	8/8/2022	PD: SPECIAL EVENTS SUPPLIES	60.91	
0005295		WALMART	2000100-9243671	8/9/2022	PD: CULTURAL ARTS SUPPLIES	128.39	
00000268		HOME DEPOT CREDIT SERVICES	SW893395532	8/10/2022	PD: SPECIAL EVENTS SUPPLIES	115.17	
0008155		DROPBOX.COM	FQ68FFYHQCM7	8/17/2022	WC- CEO SUPERVISOR L MEDIN	11.99	
0011935		PAR WEST TURF SERVICES	1013	7/26/2022	DR - GOLF COURSE SUPPLY - RI	693.51	
0005677		DEPARTMENT OF PESTICIDE RE	43563252252	8/3/2022	DR - DAVID HAGE - QAC - CONTI	40.00	
0007003		CATALINA CHANNEL EXPRESS	070821	7/22/2022	PD: SENIOR EXCURSION	3,237.50	
0005295		WALMART	048109	7/28/2022	PD: YOUTH PROGRAMS	40.46	
0009160		DAVEY'S LOCKER SPORT FISHIN	RJ034CD	8/3/2022	PD: SENIOR EXCURSION	891.00	
00000643		IAPMO	2022-23 MEMBER	8/16/2022	WC- INTERINATION ASSOCIATIC	325.00	
00000694		NATIONAL FIRE PROTECTION AS	8270544Y	8/17/2022	WC-NATIONAL FIRE PROTECTIC	230.26	
00000634		CALBO	1660610196	8/15/2022	WC-CALIFORNIA BUILDING OFFI	780.00	
00000634		CALBO	43581845969	8/15/2022	WC- CALIFORNIA BUILDING OFF	260.00	
00004244		IAEI SOUTHWESTERN SECTION	2241572075	8/16/2022	WC- CEO SUPERVISOR L MEDIN	14.99	
00004244		IAEI SOUTHWESTERN SECTION	300016230	8/16/2022	WC- INTERNATIONAL ASSOCIATI	120.00	
00001303		CPRS	88775	8/18/2022	NC JOB POSTING DEPUTY DIRE	75.00	
0009420		SPARKLETTS	16963364 081822	8/18/2022	NC DS SERVICES STANDARD CC	64.40	
0005347		AMAZON.COM	113-3996469-6333	7/22/2022	MD 4-YEAR WARRANTY FOR 65"	74.99	
0013587		MOTEL 6	3278abh584	8/18/2022	JT-LODGING FOR WITNESS OF I	321.69	
0005347		AMAZON.COM	113-2968376-8792	7/28/2022	65" AMAZON TV	526.85	
0005347		AMAZON.COM	113-3494588-0286	8/9/2022	APC UPS BATTERY BACKUP	467.34	
0005347		AMAZON.COM	113-6553650-6838	8/10/2022	ELECTRIC HOLE PUNCHER	170.73	
0005347		AMAZON.COM	113-2540418-9933	8/11/2022	2 X TCL 32" SMART TV	336.34	
0009764		GOVERNMENT FINANCE OFFICE	726061	8/9/2022	KR - EMPLOYMENT AD ON GFOA	150.00	
0008451		COSTCO.COM	161547595	8/2/2022	JM - BLUETOOTH SPEAKER FOR	143.32	
0005347		AMAZON.COM	111-2532534-4989	8/14/2022	JM - FLY/MOSQUITO DETERREN	47.76	
0005347		AMAZON.COM	111-3650487-2949	8/11/2022	JM - MOSQUITO REPELLENT	70.12	
0005722		HYATT REGENCY	6-22-22 REFUND	6/22/2022	DA-NALEO CONFERENCE(HOTE	-397.95	
0013551		SOUTHWESTERN SOLUTIONS	9698	8/17/2022	DA-TUITION CHEMICAL INSTRU	1,881.00	
0013551		SOUTHWESTERN SOLUTIONS	9697	8/17/2022	DA-TUITION CHEMICAL INSTRU	1,881.00	
0005450		C & J LIFT TRUCKING INC	P-16603	7/25/2022	DT -PROPANE TANK FOR FORKL	314.21	
0005347		AMAZON.COM	114-3578358-9457	8/1/2022	JC- CABINET LOCKS	34.16	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0005347	AMAZON.COM	018433	8/4/2022	JC- AUDITORIUM REFRIGERATO	210.00
		0005347	AMAZON.COM	113-0793481-4577	8/15/2022	2 X DELL 24" MONITOR W/ WEBC	485.08
		0013603	APCO	2022	8/4/2022	APCO 2022 CONFERENCE - ANA	115.00
		0013603	APCO	2022-APCO	8/4/2022	APCO 2022 CONFERENCE - ANA	115.00
		0005347	AMAZON.COM	113-0317387-6957	7/13/2022	65" AMAZON TV	557.24
		0009764	GOVERNMENT FINANCE OFFICE	724265	7/25/2022	KR-REGISTRATION FOR ONLINE	315.00
		0005296	BEST BUY	BBY01-806669750	8/15/2022	PD: SPECIAL EVENTS SUPPLIES	16.47
		00000862	CA-NV SECTION AWWA	124698	7/26/2022	DT - REGISTRATION FOR R. MOI	600.00
		0010518	A TECH ESPRESSO & COFFEE	058201	7/28/2022	DT - SERVICE COFFEE MACHINE	150.00
		0006635	NEWEGG.COM	199422817	8/3/2022	DT - RIBBON CARTRIDGE FOR T	84.48
		0007984	O'REILLY AUTO PARTS	3063-473211	8/3/2022	DT - TRAINING FOR J. GONZALE	599.98
		0007984	O'REILLY AUTO PARTS	3063-473209	8/3/2022	DT - TRAINING FOR J. SO AND V.	599.98
		0009026	TGI FRIDAY'S RESTAURANT	3767	8/3/2022	DT - LUNCH FOR INTERVIEW PAI	133.14
		0005650	GO TO MEETING.COM	337729165	8/15/2022	DT - WEB CONFERENCE - ANNU.	351.00
		0013570	SNAP-ON DIAGNOSTICS	ARV/53514583	6/30/2022	DT - REPAIR SCREEN ON SHOP	345.00
		00000415	NATIONAL CONSTRUCTION REN	66589924	6/9/2022	ME-6/12/22-7/09/22 NATIONAL CC	269.28
		00000268	HOME DEPOT CREDIT SERVICES	WP43273637	8/15/2022	PD: SPECIAL EVENTS SUPPLIES	40.11
		0009261	PD: PUBLIC SAFETY ALLIANCE,	LI08/01/22	8/1/2022	JEM-WARRANTS & LEGAL ISSUE	150.00
		0009261	PD: PUBLIC SAFETY ALLIANCE,	LI08/02/2022	8/2/2022	JEM-WARRANTS & LEGAL ISSUE	150.00
		0008304	GODADDY.COM	163907322	8/15/2022	AC-CITYS SRYS WEBSITE RENE	256.10
		0013605	SPRINGHILL SUITES, BY MARRIC	25950	8/10/2022	JEM-FRESNO SHERIFFS JAIL AC	189.56
		0005347	AMAZON.COM	113-4965522-6844	7/26/2022	MD-2.5" SATA TO USB 3.0 HDD EI	66.10
		0010827	CARD INTEGRATORS CORPORAT	Q-01413-1	8/16/2022	JEM-EMPLOYEE ID SUPPLIES (C	526.50
		0010266	HEARTSMART.COM	357877	8/1/2022	JEM-AED BATTERIES FOUR	767.34
		0013605	SPRINGHILL SUITES, BY MARRIC	77317-1	7/22/2022	JEM-FRESNO SHERIFF'S JAIL AC	1,218.96
		0006769	ALCO TARGET CO.	2625	8/1/2022	JEM-TARGETS FOR FIREARMS T	171.99
		0011351	KIM TURNER, LLC	INVOICE-1435	8/8/2022	JEM-DISPATCHER'S ROLE IN CR	149.00
		0009372	CERRITOS COLLEGE COMM. EDI	172835	8/8/2022	JEM-NOTARY RENEWAL COURS	49.00
		0013605	SPRINGHILL SUITES, BY MARRIC	77317-2	7/22/2022	JEM-FRESNO SHERIFF'S JAIL AC	1,004.88
		0013605	SPRINGHILL SUITES, BY MARRIC	25950-REFUND	8/10/2022	JEM-FRESNO SHERIFF'S JAIL AC	-189.56
		0013605	SPRINGHILL SUITES, BY MARRIC	77317	8/12/2022	JEM-FRESNO SHERIFF'S JAIL AC	376.83
		0010004	PEACEKEEPER PRODUCTS	21-12897	7/28/2022	JEM-BATON INSTRUCTOR TRAIN	640.00
		0010004	PEACEKEEPER PRODUCTS	21-12896	7/28/2022	JEM-BATON INSTRUCTOR TRAIN	640.00
8312022	8/31/2022	00004309	AMERIFLEX	03212022	8/31/2022	AUG 2022: ACH DEBITS BOW	2,132.77

Voucher:

Sub total for BANK OF THE WEST: 1,357,975.35

136 checks and 2 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 1,357,975.35

Void Checks

Bank code: botw

<u>Check #</u>	<u>Date</u>
98499	10/11/2022

WARRANT REGISTER FOR COUNCIL MEETING 10/11/2022

PART V

apChkLst
10/03/2022 12:32:06PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2364	9/29/2022	00004836	SEIU LOCAL 721 CTW CLC-23900 Ben305862	9/29/2022	SEIU DUES: PAYMENT	2,977.87	2,977.87
			Voucher:				
2365	9/29/2022	00002370	INTERNAL REVENUE SERVICE Ben305864	9/29/2022	MEDICARE: PAYMENT	164,187.04	164,187.04
			Voucher:				
2366	9/29/2022	00000343	PUBLIC EMPLOYEES RETIREMENT Ben305866	9/29/2022	PERS RETIREMENT: PAYMENT	231,692.26	231,692.26
			Voucher:				
2367	9/29/2022	00001186	EMPLOYMENT DEVELOPMENT DBen305868	9/29/2022	SDI: PAYMENT	57,636.14	57,636.14
			Voucher:				
2368	9/29/2022	00000004	NATIONWIDE RETIREMENT SOLL Ben305870	9/29/2022	DEF COMP NATIONWIDE: PAYME	53,475.41	53,475.41
			Voucher:				
2369	9/29/2022	00004996	SEIU-COPE LOCAL 721, LA/OC CIBen305872	9/29/2022	SEIU- COPE LOCAL 721 DEDUCT	39.00	39.00
			Voucher:				
2370	9/29/2022	00004988	CHILD SUPPORT ON-LINE, STATE Ben305874	9/29/2022	CHILD SUPPORT-ONLINE: PAYMI	1,399.51	1,399.51
			Voucher:				
2371	9/29/2022	0009920	OCSE CLEARINGHOUSE SDU Ben305876	9/29/2022	GARNISHMENT - AR CHILD SUPP	324.00	324.00
			Voucher:				

Sub total for BANK OF THE WEST: 511,731.23

8 wire transfers in this report.

Grand Total All Wire Transfers: 511,731.23

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 10/11/2022**

TOTAL PART I - PREPAID CHECKS (9/21/2022)	800,036.25
TOTAL PART II - PREPAID CHECKS (9/28/2022)	33,344.86
TOTAL PART III - PAYROLL-RELATED CHECKS	1,047.83
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	1,357,975.35
TOTAL PART V - PAYROLL-RELATED WIRE TRANSFERS	511,731.23
	<hr/>
SUB - TOTAL	2,704,135.52
LESS: VOIDS	(4,906.85)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(345,263.72)
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GRAND TOTAL	2,353,964.95
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