



**SOUTH GATE CITY COUNCIL  
REGULAR MEETING AGENDA**

Tuesday, February 14, 2023 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: 874 1869 2552  
[HTTPS://US02WEB.ZOOM.US/J/87418692552](https://us02web.zoom.us/j/87418692552)**

**Call to Order/Roll Call With Invocation & Pledge**

<b>CALL TO ORDER:</b>	Maria del Pilar Avalos, Mayor
<b>INVOCATION:</b>	Steve Costely, Acting Director of Parks & Recreation
<b>PLEDGE OF ALLEGIANCE:</b>	Jon Hamilton, Director of Human Resources
<b>ROLL CALL:</b>	Yodit Glaze, City Clerk

**City Officials**

**MAYOR**  
Maria del Pilar Avalos

**CITY CLERK**  
Yodit Glaze

**VICE MAYOR**  
Gil Hurtado

**CITY TREASURER**  
Jose De La Paz

**COUNCIL MEMBERS**  
Joshua Barron  
Maria Davila  
Al Rios

**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**

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

## **Public Communications**

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

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

## **Meeting Compensation Disclosure**

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

## **Public Hearings - NONE**

## **Comments From The Audience - Non-Agenda Items**

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

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt/interfere, other actions which disrupt the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code 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 **1, 2, 3, 4, 5, 6** and **7** are Consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action. Members of the public are permitted to speak on any item listed but their time period is limited to three (3) minutes in total.

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

### **1. Ordinance No. 2023-01-CC authorizing amendment to the contract between the City of South Gate and the Board of Administration of the California Public Employees' Retirement System**

The City Council will consider waiving the reading in full and adopting Ordinance No. 2023-01-CC authorizing an amendment to the contract between the City and the Board of Administration of the California Public Employees' Retirement System implementing Section 20516 (Employees Sharing Additional Cost) to provide employee cost sharing of 2% for classic local police members in the South Gate Police Management Association. (ADMIN SVCS)

Documents:

[Item 1 Report 02142023.pdf](#)

### **2. Resolution amending Resolution No. 6454 (Salary Reso and Position Classification) approving a Public Works Senior Management Analyst classification specification and updating respective salary range and pay table**

The City Council will consider adopting a Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan): (HR)

- a. Approving the job classification specification for the Public Works Senior Management Analyst classification; and
- b. Approving the update to the appropriate salary pay table for the Public Works Senior Management Analyst classification.

Documents:

[Item 2 Report 02142023.pdf](#)

**3. Resolution approving an application for funding and execution of a Standard Agreement and any amendments thereto for the 2023 Homeownership Super NOFA (HOSN) dated January 6, 2023 and approval of Agreement with Avant-Garde, Inc., to administer the Calhome Program**

The City Council will consider: (CD)

- a. Adopting a **Resolution** approving an application for funding and the execution of a Standard Agreement and any amendments thereto from the 2023 Homeownership Super NOFA (HOSN) dated January 6, 2023;
- b. Approving a Professional Services Agreement with Avant-Garde, Inc. to administer the CalHome Program ("Agreement"); and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[Item 3 Report 02142023.pdf](#)

**4. Agreement with Sequel Contractors, Inc., to construct the Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Annetta Avenue, Phase II, City Project No. 476-TRF**

The City Council will consider: (PW)

- a. Approving an **Agreement** with Sequel Contractors, Inc., to construct the Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Annetta Avenue, Phase II, City Project No. 476-TRF, in an amount not-to-exceed \$3,117,454;
- b. Authorizing the City Manager to approve change orders administratively up to a cumulative amount of \$320,000, to avoid delaying construction if change order work is needed;
- c. Appropriating \$1,500,000 in Measure R Local Return Funds to construct roadway improvements to address roadway issues and safety concerns adjacent to South Gate Middle School, South Gate High School, and East Los Angeles Community College;
- d. Authorizing the City Manager to approve pre-payments of construction progress payments for the construction contract to meet compliance with state legislation that requires payments within 30 days;
- e. Approving the Notice of Exemption for the construction of the Firestone Boulevard Regional Corridor Capacity Enhancements, City Project No. 476-TRF, and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office;
- f. Approving the Notice of Exemption under Title 14 of the California Code of Regulations,

Section 15301 of the California Environmental Quality Act ("CEQA") for the construction of the of Boulevard Project and directing the City Clerk to file it with the Los Angeles County Recorder's Office; and

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

Documents:

[Item 4 Report 02142023.pdf](#)

**5. Agreement with FCG Consultants, Inc., to provide Construction Management and Inspection Services for the Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Annetta Avenue, Phase II, City Project No. 476-TRF**

The City Council will consider: (PW)

a. Approving an **agreement** with FCG Consultants, Inc., to provide Construction Management and Inspection Services ("Agreement") for the construction of the Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Annetta Avenue, Phase II, City Project No. 476-TRF in an amount not-to-exceed \$208,043; and

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

Documents:

[Item 5 Report 02142023.pdf](#)

**6. Purchase Agreement with Performance Ford and Norm Reeves Ford for three vehicles**

The City Council will consider: (PW)

a. Authorizing the purchase of a 2022 Ford F-250 Pickup Truck from Performance Ford, in an amount not-to-exceed \$70,387 for the Streets and Sewers Division and appropriating \$15,387 in Capital Asset & Equipment Replacement Funds to fully fund the purchase;

b. Authorizing the purchase of a 2022 Ford F-250 Pickup Truck from Performance Ford, in an amount not-to-exceed \$78,094 for the Streets and Sewers Division and appropriating \$23,094 in Capital Asset & Equipment Replacement Funds to fully fund the purchase;

c. Authorizing the purchase of a 2022 Ford F-250 Pickup Truck from Norm Reeves Ford, in an amount not-to-exceed \$60,596 for the Facilities Division and appropriating \$11,096 in Capital Asset & Equipment Replacement Funds to fully fund the purchase; and

d. Authorizing the City Manager to execute the documents necessary to purchase the

vehicles in forms acceptable to the City Attorney.

Documents:

[Item 6 Report 02142023.pdf](#)

## **7. City Council Appointments to the various City Commissions, Committees and Boards**

The City Council will consider: (CM)

- a. Ratifying the nomination of City Council Member Joshua Barron of Ms. Mayra Castaneda to the Citizen Advisory Committee;
- b. Ratifying the nomination of City Council Member Joshua Barron of Ms. Miriam Ruiz Garcia to the Citizen Advisory Committee;
- c. Ratifying the nomination of City Council Member Joshua Barron of Ms. Rosa Delgado to the Citizen Advisory Committee;
- d. Ratifying the nomination of City Council Member Joshua Barron of Mr. Andres Gonzalez to the Citizen Advisory Committee; and
- e. Ratifying the nomination of City Council Member Joshua Barron of Ms. Michelle Montes to the Tweedy Mile Advisory Board.

Documents:

[Item 7 Report 02142023.pdf](#)

## **Reports, Recommendations And Requests**

### **8. Agreement with Altamed for a Three-Year Behavior Health Pilot Program at three South Gate Middle Schools**

The City Council will consider: (CM)

- a. Approving the Professional Services **Agreement** with AltaMed for a three-year Behavior Health Pilot Program at three South Gate Middle Schools not to exceed \$460,718;
- b. Reallocating \$460,718 of American Rescue Plan Act funds set aside for possible Pocket Parks projects to the Mental Health Services account; and
- c. Authorizing the Mayor to execute the agreement in a form acceptable to the City Attorney.

Documents:

[Item 8 Report 02142023.pdf](#)

**9. Crime Statistics Report for 2022, including 3-Year Comparison**

The City Council will consider receiving and filing a summary report on the state of the City as it pertains to crime in South Gate for calendar year 2022. (PD)

Documents:

[Item 9 Report 02142023.pdf](#)

**10. Warrant register for February 14, 2023**

The City Council will consider approving the Warrant Register for February 14, 2023. (ADMIN SVCS)

Total of Checks:	\$2,821,538.89
Less: Voids	\$ (2,921.65)
Less: Employee Payroll Deductions	<u>\$ (749,398.72)</u>
Grand Total:	\$2,069,218.52

Cancellations: 98783

Documents:

[Item 10 Report 02142023.pdf](#)

**Adjournment**

Adjournment in memory of Irene Jensen, former Civil Service Commissioner, long-time resident, and community activist.

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on February 9, 2023, at 8:25 a.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](mailto:yglaze@sogate.org).



JAN 31 2023  
3:00pm

**City of South Gate**  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 14, 2023  
Originating Department: Administrative Services

Department Director:  City Manager:   
*Kristopher Ryan* *Chris Jeffers*

**SUBJECT: ORDINANCE NO. 2023-01-CC AUTHORIZING AN AMENDMENT TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRACT TO IMPLEMENT A COST SHARING PROGRAM BETWEEN THE CITY AND THE SOUTH GATE POLICE MANAGEMENT ASSOCIATION**

**PURPOSE:** To consider adopting Ordinance No. 2023-01-CC authorizing an amendment to the contract with the California Public Employees Retirement System ("CalPERS") to implement a cost sharing program between the City and the South Gate Police Management Association ("SGPMA").

**RECOMMENDED ACTION:** The City Council will consider waiving the reading in full and adopting Ordinance No. 2023-01-CC authorizing an amendment to the contract between the City and the Board of Administration of the California Public Employees' Retirement System implementing Section 20516 (Employees Sharing Additional Cost) to provide employee cost sharing of 2% for classic local police members in the South Gate Police Management Association.

**FISCAL IMPACT:** The estimated savings from implementing the cost sharing program for Fiscal Year 2022-23 is \$63,000.

**NOTICING REQUIREMENTS:** A public hearing notice was duly published in *the Los Angeles Wave*, a newspaper of general circulation on Thursday, January 12, 2023.

**ANALYSIS:** At the regular City Council meeting of January 24, 2023, the City Council heard the staff report, took public comment, and voted 5-0 to waive the reading in full and introduce the attached Ordinance authorizing an amendment to the contract with CalPERS to implement a cost sharing program between the City and the SGPMA.

California retirement law allows for two types of cost sharing where employees pay a portion of the employer contribution to CalPERS. The first type of cost sharing is by CalPERS contract amendment under Government Code ("GC") § 20516(a-e). In order for cost sharing to be effective under that method, CalPERS must first approve a contract amendment with the City. This form of cost sharing is generally more favorable for employees, as the additional employee contributions

are considered by CalPERS to be “normal member contributions” and are treated as pre-tax contributions. As such, this is the cost-sharing method the City is proposing.

The alternative method is cost sharing under GC § 20516(f). That methodology is between the City and its employees only, without a CalPERS contract amendment. Under GC § 20516(f), the additional employee contributions effectively subsidize the City’s CalPERS contributions and are considered after-tax contributions.

**BACKGROUND:** The City's current contract with CalPERS provides that all employees pay the full employee share toward their retirement benefit. That contribution percentage differs based on whether they are “Classic” unit members or “PEPRA” unit members. During the most recent contract negotiations between the City and the SGPMA, an agreement was reached whereby its police management members would contribute 2% of salary toward the City's share of their retirement benefits. “Classic” unit members would begin contributing an additional 2% in FY 2022-23 and “PEPRA” unit members would begin contributing an additional 2% in FY 2024-25. That agreement was approved by the City Council at its July 26, 2022 meeting by the adoption of Resolution No. 2022-45-CC approving a Tentative Agreement (“TA”) with the SGPMA for the period of July 1, 2021 – June 30, 2025.

In order to proceed with amending the City's contract with CalPERS for cost sharing, CalPERS requires a Resolution of Intention, an election of employees agreeing to the contract change, and adoption of an ordinance amending the City's contract with CalPERS. At its December 13, 2022 meeting, the City Council adopted Resolution No. 2022-72-CC declaring its intent to amend the contract with CalPERS to implement a cost sharing program. Furthermore, the SGPMA conducted a secret ballot election from December 14 – 20, 2022 and a majority of the members voted in favor of the proposed cost sharing program. The final step to amend the contract is to adopt an ordinance authorizing an amendment to the contract between the City and CalPERS. The City Council voted 5-0 at the January 24, 2023 Regular City Council meeting to waive the reading in full and introduce an Ordinance authorizing an amendment to the contract. Staff is now recommending final adoption of Ordinance No. 2023-01-CC at today’s City Council meeting.

**ATTACHMENTS:** A. Ordinance No. 2023-01-CC  
B. Resolution No. 2022-72-CC

ORDINANCE NO. 2023-01-CC

CITY OF SOUTH GATE,  
LOS ANGELES COUNTY, CALIFORNIA

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF SOUTH GATE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

**WHEREAS**, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

**WHEREAS**, on December 13, 2022, City Council adopted a resolution declaring the City's intention to approve an amendment to said contract between the Board of Administration of the California Public Employees' Retirement System and the City of South Gate; and

**WHEREAS**, the City Council held a duly noticed public hearing to consider the introduction of this Ordinance and hear public testimony on January 24, 2023.

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

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

**SECTION 2.** The City Council does hereby determine that an amendment to the contract between the City Council of the City of South Gate and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit A, and by such reference made a part hereof as though herein set out in full.

**SECTION 3.** The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

**SECTION 4.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one of more sections,

subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 5.** This Ordinance shall take effect and be in force on the thirty-first (31<sup>st</sup>) day after the date of its adoption, and prior to the expiration of 10 days from the passage thereof shall be published at least once in the Los Angeles Wave, a newspaper of general circulation, published and circulated in the Los Angeles County and thenceforth and thereafter the same shall be in full force and effect.

**SECTION 6.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

**PASSED, APPROVED, and ADOPTED** this 14<sup>th</sup> day of February 2023.

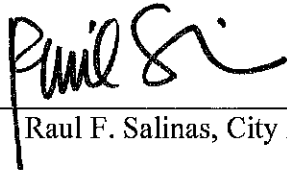
**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria del Pilar Avalos, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVE AS TO FORM:**

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



## EXHIBIT A

California  
Public Employees' Retirement System

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# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
City Council  
City of South Gate

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective March 1, 1949, and witnessed January 24, 1949, and as amended effective August 1, 1952, November 1, 1952, May 1, 1958, August 1, 1964, November 16, 1969, October 15, 1972, February 4, 1973, September 2, 1973, July 6, 1975, April 22, 1979, October 17, 1982, April 27, 1983, January 14, 2001, June 30, 2001, July 1, 2002, May 12, 2010, and August 26, 2017, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective August 26, 2017, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after March 1, 1949, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Local Fire Fighters (herein referred to as local safety members);
  - b. Local Police Officers (herein referred to as local safety members);
  - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

**a. PERSONS EMPLOYED IN THE CLASS OF CROSSING GUARD HIRED ON OR AFTER SEPTEMBER 2, 1973.**

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after July 1, 2002, shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after July 1, 2002, shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
12. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
  - b. Section 20042 (One-Year Final Compensation) for classic members only.
  - c. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From April 22, 1979, and until October 17, 1982, the normal local miscellaneous member contribution rate shall be 3.5% and 4.5% for local safety members. Legislation repealed said Section effective September 29, 1980.

- d. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).
- e. Section 21024 (Military Service Credit as Public Service) for local miscellaneous members only.
- f. Section 20965 (Credit for Unused Sick Leave) for local miscellaneous members only.
- g. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local miscellaneous members only.
- h. Section 20903 (Two Years Additional Service Credit).
- i. Section 21583 (Additional Opportunity to Elect 1959 Survivor Benefits) for local miscellaneous members only.
- j. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 2% for classic local police members in the South Gate Police Management Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

- 13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on July 6, 1975. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 15. Public Agency shall also contribute to said Retirement System as follows:



- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL  
CITY OF SOUTH GATE

BY \_\_\_\_\_  
MELODY BENAVIDES, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PROGRAMS DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDENT OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

**RESOLUTION NO. 2022-72-CC**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DECLARING THE CITY'S INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY OF SOUTH GATE**

**WHEREAS**, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

**WHEREAS**, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

**WHEREAS**, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 2% for classic local police members in the South Gate Police Management Association.

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


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

**SECTION 2.** The City Council does hereby give notice of intention to approve an amendment to the contract between the City and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto as "Exhibit A," and by this reference made a part hereof.


**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED, and ADOPTED** on this 13<sup>th</sup> day of **December 2022**.


**CITY OF SOUTH GATE:**

By:   
Maria del Pilar Avalos, Mayor

**ATTEST:**

By:   
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By:   
Raul F. Salinas, City Attorney



## EXHIBIT A

California  
Public Employees' Retirement System

# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
City Council  
City of South Gate

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective March 1, 1949, and witnessed January 24, 1949, and as amended effective August 1, 1952, November 1, 1952, May 1, 1958, August 1, 1964, November 16, 1969, October 15, 1972, February 4, 1973, September 2, 1973, July 6, 1975, April 22, 1979, October 17, 1982, April 27, 1983, January 14, 2001, June 30, 2001, July 1, 2002, May 12, 2010, and August 26, 2017, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective August 26, 2017, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
  1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after March 1, 1949, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Local Fire Fighters (herein referred to as local safety members);
  - b. Local Police Officers (herein referred to as local safety members);
  - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

**a. PERSONS EMPLOYED IN THE CLASS OF CROSSING GUARD HIRED ON OR AFTER SEPTEMBER 2, 1973.**

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after July 1, 2002, shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after July 1, 2002, shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
12. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
  - b. Section 20042 (One-Year Final Compensation) for classic members only.
  - c. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From April 22, 1979, and until October 17, 1982, the normal local miscellaneous member contribution rate shall be 3.5% and 4.5% for local safety members. Legislation repealed said Section effective September 29, 1980.

- d. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).
- e. Section 21024 (Military Service Credit as Public Service) for local miscellaneous members only.
- f. Section 20965 (Credit for Unused Sick Leave) for local miscellaneous members only.
- g. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local miscellaneous members only.
- h. Section 20903 (Two Years Additional Service Credit).
- i. Section 21583 (Additional Opportunity to Elect 1959 Survivor Benefits) for local miscellaneous members only.
- j. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 2% for classic local police members in the South Gate Police Management Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

- 13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on July 6, 1975. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 15. Public Agency shall also contribute to said Retirement System as follows:

- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL  
CITY OF SOUTH GATE

BY \_\_\_\_\_  
MELODY BENAVIDES, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PROGRAMS DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDENTIAL OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk



STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES ) SS

CITY OF SOUTH GATE )

I, Yodit Glaze, 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. 2022-72-CC was adopted by the City Council at their Special Meeting held on December 13, 2022, by the following vote:

Ayes: Council Members: Avalos, Barron, Davila, Hurtado, and Rios

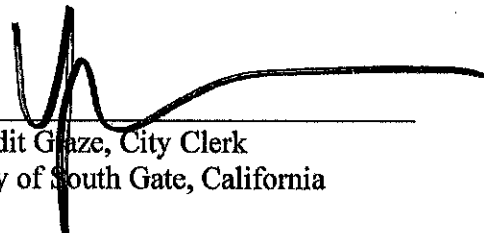
Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Recused: Council Member: None

Witness my hand and the seal of said City on December 20, 2022.

  
\_\_\_\_\_  
Yodit Glaze, City Clerk  
City of South Gate, California

FEB 07 2023

5:30pm

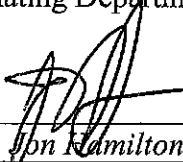
City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 14, 2023

Originating Department: Human Resources

Human Resources Director:

  
Jon Hamilton

City Manager:

  
Chris Jeffers

**SUBJECT:** RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO APPROVE THE JOB CLASSIFICATION SPECIFICATION FOR THE POSITION OF PUBLIC WORKS SENIOR MANAGEMENT ANALYST, AND APPROVE THE ADJUSTMENT OF THE SALARY PAY TABLE TO UPDATE THE RESPECTIVE SALARY RANGE AND THE SALARY PAY TABLE FOR THE PUBLIC WORKS SENIOR MANAGEMENT ANALYST

**PURPOSE:** Consideration of job specifications and salary range for the Public Works Senior Management Analyst and update the respective job specification and salary table.

**RECOMMENDED ACTION:** The City Council will consider adopting a Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan):

- a. Approving the job classification specification for the Public Works Senior Management Analyst classification; and
- b. Approving the update to the appropriate salary pay table for the Public Works Senior Management Analyst classification.

**FISCAL IMPACT:** Approving the job classification specification for the Public Works Senior Management Analyst will have no fiscal impact to the Fiscal Year 2022/23 Adopted Budget.

**ANALYSIS:** The Public Works Department Engineering Division performs and oversees complex public works civil engineering projects, including those related to transportation, municipal facilities, water, and environmental concerns. In the Fiscal Year 2022/23 Adopted Budget, City Council approved the funding of one (1) Public Works Senior Management Analyst position.

In order to fill the Public Works Senior Management Analyst, the recruitment process must have an approved Job Classification Specification, which identifies the duties and responsibilities of the position. The Job Classification Specification is used to provide the minimum qualifications to screen potential applicants for the position, to use during the interview and hiring process, and to aid in providing the employee in understanding his/her job requirements once hired.

The proposed salary range for the Public Works Senior Management Analyst (\$7,112-\$8,644 per month) is based upon the same salary range of the existing Senior Administrative Analyst and City Council approved this salary range as part of the Fiscal Year 2022/23 Adopted Budget.

**BACKGROUND:** The City must, from time to time, add, remove, reclassify, or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the City's workforce. In response to these changing needs and demands, job classification specifications must be amended to more closely match the tasks which need to be performed by employees in the City's various departments.

The Public Works Senior Management Analyst is a new classification, which was included and approved with the Fiscal Year 2022/2023 Adopted Budget; however, while approved for inclusion and funding in the Budget, the new Public Works Senior Management Analyst position did not have an approved, existing job classification description. As a result, in order to recruit for the position, City Council must first approve the job classification specification for the Public Works Senior Management Analyst.

Human Resources staff worked with the Public Works Department to develop the job classification specification for the Public Works Senior Management Analyst. Staff also corresponded with the Professional Mid-Management Association (PMMA) Board Members to inform them of the new classification and they agree with the job classification specification.

**ATTACHMENT:** Proposed Resolution (including job specification and salary pay table)

**RESOLUTION NO. \_\_\_\_\_**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO APPROVE THE JOB CLASSIFICATION SPECIFICATION FOR THE POSITION OF SENIOR PUBLIC WORKS MANAGEMENT ANALYST, AND APPROVE THE ADJUSTMENT OF THE SALARY PAY TABLE TO UPDATE THE RESPECTIVE SALARY RANGE AND THE SALARY PAY TABLE FOR THE PUBLIC WORKS MANAGEMENT ANALYST**

**WHEREAS**, the City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments;

**WHEREAS**, the City desires to approve the job classification specification for the position of Senior Public Works Management Analyst in the Public Works Department; and

**WHEREAS**, the City desires to approve the adjustment of the salary pay table to update the respective salary range and the salary pay table for the Senior Public Works Management Analyst,

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

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

**SECTION 2.** The City Council hereby approves and adopts the proposed amendments to the City's Salary Resolution and Position Classification Plan to approve the job classification specification for the position of Senior Public Works Management Analyst.

**SECTION 3.** The City Council hereby approves and adopts the proposed job specification for the Senior Public Works Management Analyst classification, attached hereto as Exhibit "A."

**SECTION 4.** The City Council does hereby approve and adopt the proposed Pay Table attached hereto as Exhibit "B."

**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 14<sup>th</sup> day of **February 2023**.

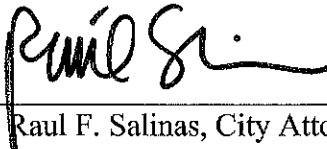
**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria del Pilar Avalos, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

***City of South Gate***  
CLASS SPECIFICATIONS AND ATTRIBUTES

**PUBLIC WORKS SENIOR MANAGEMENT ANALYST**

**DESCRIPTION**

Under direction of the Assistant City Manager/Director of Public Works, provides highly responsible, professional and administrative support to the Field Operations Division on complex matters such as administration, budget, staffing, contract procurement, program development, regulatory policies, policy development, strategic planning, operational audits, standard operating procedures, and the Capital Improvement Program.

**CLASS CHARACTERISTICS**

The Public Works Senior Management Analyst position is the advanced journey-level, mid-management classification. This class is distinguished from the Management Analyst by the performance of independent and complex tasks and duties. Positions at this level are generally assigned responsibility for the management and administration of significant programs, projects, functions, and/or service areas and incumbents at this level are to independently perform the difficult and responsible financial, systems, statistical, programmatic, management, and/or other administrative analyses in providing highly responsible staff support to the Department of Public Works. Assignments are typically received in broad, outline form, and incumbents are expected to act independently in developing applicable resources and information.

**SUPERVISION RECEIVED**

Works under the supervision of the Assistant City Manager/Director of Public Works in the Field Operations Division.

**SUPERVISION EXERCISED**

May supervise clerical staff, Management Assistants, Management Analysts or other staff as assigned.

**ESSENTIAL FUNCTIONS**

*Essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

Under direction of the Assistant City Manager/Public Works Department, provides support to the Field Operations Manager on complex matters such as administration, budget, staffing, contract procurement, regulatory policies, policy development, strategic planning, operational audits, standard operating procedures, public outreach material and grants. Prepares detailed and comprehensive written reports and studies, staff reports, presentations, resolutions, ordinances, contracts, memorandums and correspondence as required.

Participates in budgetary functions such as for development and monitoring of operating budget and capital budgets to ensure expenditures are appropriately accounted for and activity does not exceed authorized spending, conducting financial analysis and monthly reporting, preparing budgetary policies, preparing grant applications and managing grants. Makes recommendations regarding alternative funding sources.

Supports management to organize and plan for the staffing needs of the Field Operations Division such as developing job specification, coordinating recruitments, overseeing certification and performance evaluation status, coordinating claims, and compliance with Human Resources Programs.

## PUBLIC WORKS SENIOR MANAGEMENT ANALYST (cont.)

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Provides oversight and support on contract procurement, such as, preparing Requests for Proposals and administering and participating in consultant selection process; contract development and financial analysis; establishing protocols for contract expenditures; and administering professional or maintenance services contracts as assigned.

Manages the solid waste and recycling services franchise agreement and ensures compliance with Federal and State laws.

Participates in activities for compliance with regulatory requirements such as for solid waste and recycling and for the National Pollution Discharge Elimination System.

Supports management in conducting audits to assess performance of the Field Operations Division in meeting goals for level of service, financial and budgetary, staffing, programs compliance and reporting. Evaluates and streamlines processes. Reviews and provides recommendations to improve departmental operating efficiencies.

Participates in support activities for continuous improvement in all areas of the Field Operations Division. Provides support in the development of written policies, processes and procedures.

Participates in the development of the Capital Improvement Program and 5-Year Capital Improvement Program as assigned. Coordinates with Engineering Division to develop projects budgets and schedules.

### QUALIFICATIONS

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. A typical way of obtaining the knowledge and abilities would be:

#### Education and Experience

Graduation from an accredited college or university with a Bachelor's degree in in public administration, business administration, finance or a related field, and six (6) years of progressively responsible, related professional experience working in a Public Works Department for a local City or County agency, plus a minimum of four (4) years of experience in a Management Analyst or equivalent position. A Master's degree in related field is desirable and two years of supervisory experience is desirable. Bilingual in English and Spanish is desirable.

#### License Requirement

Possession of a valid California Class C Driver's License and a satisfactory driving record is required at time of appointment and throughout employment in this position.

#### Knowledge, Skills and Abilities

Knowledge of: the principles, practices and trends of public or business administration; research, statistical analysis, and report preparation; financial and statistical analysis and research techniques; organization and functions of the Public Works Department and municipal government overall; principles of accounting and auditing; evaluation techniques and organizational principles; applicable federal, state and local laws, codes, and regulations; methods and procedures of budget preparation; knowledge of maintenance management systems and services request systems; knowledge of public funds and grant programs; modern office practices, procedures and equipment, including word processing and computer applications (Word, Microsoft Outlook, Excel, PowerPoint, etc.).

Skill and Ability to: perform specialized administrative tasks; conduct research, perform analysis, and prepare and present reports of findings; work independently; interpret and apply related laws, ordinance, and policies; follow oral and written directions; evaluate the work of others; use computer and related software; communicate effectively both orally and in writing; and establish and maintain effective working relationships with others. Effective and

efficient oral and written communication. Research, interpret, apply, and explain rules, regulations, policies and procedures related to assigned work function. Strong analytical, financial and collaborative skills. Ability to clearly communicate complex information.

**ADDITIONAL INFORMATION:**

**CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM**

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

**PHYSICAL DEMANDS AND WORK ENVIRONMENT**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work is performed mostly in office settings. While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to stand, walk, stoop, crouch and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, ability to adjust focus and perform office machine operations. Incumbents are not substantially exposed to adverse environmental conditions.

PUBLIC WORKS SENIOR MANAGEMENT ANALYST  
Created, 2/14/2023



**Salary Pay Table**  
**South Gate Professional and Mid-Management Employees**  
**Effective 02-14-2023**

<b>Exempt Classifications</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
609	RECREATION SUPERVISOR	6,065	6,369	6,687	7,021	7,372
613	CUSTOMER SERVICE SUPERVISOR	6,416	6,737	7,074	7,427	7,799
615	CODE ENFORCEMENT SUPERVISOR	6,523	6,849	7,191	7,551	7,928
617	POLICE RECORDS MANAGER	6,976	7,325	7,691	8,076	8,480
617	TRANSPORTATION SUPERVISOR	6,976	7,325	7,691	8,076	8,480
621	SENIOR ACCOUNTANT	7,322	7,688	8,072	8,476	8,900
623	SENIOR PLANNER	7,537	7,914	8,310	8,725	9,162
626	EQUIP. MAINTENANCE SUPERINTENDENT	7,865	8,258	8,671	9,104	9,560
626	SENIOR FINANCIAL ANALYST	7,865	8,258	8,671	9,104	9,560
628	SENIOR ENGINEER	8,596	9,025	9,477	9,950	10,448
629	ELECTRIC & GEN MAINT SUPERINTENDENT	8,889	9,333	9,800	10,290	10,805
629	STREET & SEWER SUPERINTENDENT	8,889	9,333	9,800	10,290	10,805
629	REVENUE MANAGER	8,889	9,333	9,800	10,290	10,805
630	WATER DIVISION MANAGER	9,968	10,466	10,989	11,539	12,116
631	SENIOR CIVIL ENGINEER	9,788	10,277	10,791	11,331	11,897
634	PRINCIPAL CIVIL ENGINEER	10,571	11,099	11,654	12,237	12,849
633	CITY TRAFFIC ENGINEER	10,277	10,791	11,331	11,897	12,492

<b>Non-Exempt Classifications</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
601	ADMINISTRATIVE ASSISTANT	5,152	5,410	5,680	5,964	6,263
601	ASSISTANT PLANNER	5,152	5,410	5,680	5,964	6,263
601	MANAGEMENT ASSISTANT	5,152	5,410	5,680	5,964	6,263
606	HOUSING & GRANTS ANALYST	5,468	5,742	6,029	6,330	6,647
610	MANAGEMENT ANALYST	6,147	6,454	6,777	7,116	7,472
610	ADMINISTRATIVE ANALYST	6,147	6,454	6,777	7,116	7,472
610	INFORMATION SYSTEMS ANALYST	6,147	6,454	6,777	7,116	7,472
610	ADMINISTRATIVE SERVICES COORDINATOR	6,147	6,454	6,777	7,116	7,472
610	BUDGET & PAYROLL ANALYST	6,147	6,454	6,777	7,116	7,472
611	TRAINING SPECIALIST	6,178	6,487	6,811	7,152	7,509
612	CRIME ANALYST	6,222	6,533	6,860	7,203	7,563
613	PURCHASING SUPERVISOR	6,416	6,737	7,074	7,427	7,799
614	ACCOUNTANT	6,481	6,805	7,146	7,503	7,878
615	ASSISTANT ENGINEER	6,523	6,849	7,191	7,551	7,928
619	SENIOR ADMINISTRATIVE ANALYST	7,112	7,467	7,841	8,233	8,644
619	PUBLIC WORKS SENIOR MANAGEMENT ANALYST	7,112	7,467	7,841	8,233	8,644
622	ASSOCIATE ENGINEER	7,481	7,856	8,248	8,661	9,094
624	TECHNICAL SERVICES MANAGER	7,613	7,993	8,393	8,813	9,253
625	INFORMATION SYSTEMS ADMINISTRATOR	7,613	7,993	8,393	8,813	9,253
632	FAMILY VIOLENCE PROGRAM COORDINATOR	6,969	7,317	7,683	8,067	8,471
632	CRIME SCENE FORENSIC SPECIALIST	6,969	7,317	7,683	8,067	8,471
851	EXECUTIVE ASSISTANT TO POLICE CHIEF	6,325	6,641	6,973	7,322	7,688
851	EXECUTIVE ASSISTANT TO CITY ATTY (CONF)	6,325	6,641	6,973	7,322	7,688
851	EXECUTIVE ASSISTANT (CONF)	6,325	6,641	6,973	7,322	7,688
851	EXECUTIVE ASSISTANT TO CITY MGR (CONF)	6,325	6,641	6,973	7,322	7,688

CITY MANAGER'S OFFICE

FEB 08 2023

12:00pm

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 14, 2023  
Originating Department: Community Development

Department Director:  City Manager: Chris Jeffers <sup>Act</sup>  
*Meredith T. Elguira* *Chris Jeffers*

**SUBJECT: RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A STANDARD AGREEMENT FOR THE 2023 HOMEOWNERSHIP SUPER NOFA AND APPROVAL OF AN AGREEMENT WITH AVANT-GARDE, INC. TO ADMINISTER THE CALHOME PROGRAM**

**PURPOSE:** The City is applying for CalHome grant funds for down payment mortgage assistance loans for low and very-low income households. As part of the application requirements, a resolution must be approved by the local jurisdiction’s governing body authorizing submission of the application and execution of a Standard Agreement if awarded funds. As part of the application requirements, a contract must be executed with the proposed Administrative Subcontractor.

- RECOMMENDED ACTIONS:** The City Council will consider:
- a. Adopting a Resolution approving an application for funding and the execution of a Standard Agreement and any amendments thereto from the 2023 Homeownership Super NOFA (HOSN) dated January 6, 2023;
  - b. Approving a Professional Services Agreement with Avant-Garde, Inc. to administer the CalHome Program (“Agreement”); and
  - c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There will be no fiscal impact. The estimated funding amount of \$5,000,000 will be used to provide loans to low- and very low-income residents for down payment mortgage assistance as well as cover the administrative and activity delivery fees associated with the proposed Agreement. The CalHome Program does not require any matching funds.

**ANALYSIS:** The City of South Gate is currently working with Azure Community Development (“Azure”) and Habitat for Humanity of Greater Los Angeles (“Habitat LA”) to build and sell affordable homes to households at or below 80 percent of the Area Median Income (“AMI”). The City of South Gate is interested in applying for up to \$5,000,000 of CalHome funds to provide homeownership opportunities by offering down payment mortgage assistance to first-time homebuyers for the Azure and Habitat LA affordable housing developments. In accordance with the 2023 Homeownership Super NOFA and CalHome Guidelines, financial assistance provided to households at or below 80 percent of the AMI shall be in the form of deferred payment loans of up to

\$200,000. These loans are to be repayable upon the sale or transfer of the homes, when the home ceases to be owner-occupied, or upon the loan maturity date, whichever comes first. The loan shall be up to a 30-year term. The interest rate will be set by the City at up to 3 percent simple interest per annum. Borrowers shall occupy units as their principal place of residence for the term of the loan.

The City's consultant, Avant-Garde, Inc., in coordination with City staff is currently drafting a CalHome application. Avant-Garde will prepare and submit the application and all required attachments to the California Department of Housing and Community Development ("the Department") on behalf of the City. The City wishes to enter into a professional services agreement with Avant-Garde for the administration of the CalHome Program for a not-to-exceed fee of \$200,000. Avant-Garde will act as the City's Administrative Subcontractor. Avant-Garde has extensive experience administering various federal and state funded programs including the City's HOME and CDBG programs. Avant-Garde will be compensated for their services administering the CalHome funds directly from the administrative and activity delivery fees allocated by the program.

**BACKGROUND:** On January 6, 2023, the Department announced the release of approximately \$135 million in funding for the CalHome Program through the 2023 Homeownership Super Notice of Funding Availability ("NOFA"). This Homeownership Super NOFA was issued to distribute funds for the CalHome Program which supports homeownership programs aimed at lower and very low-income households to increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes.

CalHome funds must be used to carry out one or more of the following eligible activities:

1. Homeownership Development Project Loans
2. Technical Assistance for Self-Help Housing Projects
3. First-Time Homebuyer Mortgage Assistance
4. Owner-Occupied Rehabilitation Assistance
5. Technical Assistance for Shared Housing Programs
6. ADU/JADU Assistance

**ATTACHMENTS:** A. Proposed Resolution  
B. Proposed Professional Services Agreement

RESOLUTION NO. \_\_

CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023 HOMEOWNERSHIP SUPER NOFA (HOSN) DATED JANUARY 6, 2023**

**WHEREAS**, the California Department of Housing and Community Development (“HCD”) announced the release of approximately \$135 million in funding for the CalHome Program through the 2023 Homeownership Super Notice of Funding Availability (“NOFA”);

**WHEREAS**, the purpose of the Homeownership Super NOFA is to distribute funds for the CalHome Program which supports homeownership programs aimed at low and very low-income households to increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes;

**WHEREAS**, in accordance with the 2023 Homeownership Super NOFA and CalHome Guidelines, the City of South Gate is interested in applying for up to \$5,000,000 of CalHome funds to provide down payment assistance in the form of deferred payment loans of up to \$200,000 to first-time homebuyers;

**WHEREAS**, the City of South Gate is working with Azure Community Development and Habitat for Humanity of Greater Los Angeles to build and sell affordable homes to households at or below 80 percent of the Area Median Income (“AMI”);

**WHEREAS**, the City of South Gate wishes to enter into a Professional Services Agreement with Avant-Garde, Inc., for the administration of the CalHome Program. Avant-Garde will act as the City’s Administrative Subcontractor;

**WHEREAS**, Avant-Garde, Inc., has extensive experience administering various federally and state funded programs including the CalHome Program and will be compensated directly from the administrative and activity delivery fees allocated by the program.

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

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

**SECTION 2.** The City Council, on behalf of South Gate, has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, \$5,000,000 for the following HOSN activities pursuant to the 2023 HOSN Notice of Funding Availability (NOFA):

**List activities and amounts:**

*CalHome First-Time Homebuyer Mortgage Assistance*

**\$5,000,000**

**SECTION 3.** The City Council hereby authorizes and directs the Housing Manager, or designee, to execute and deliver all applications and act on the City of South Gate’s behalf in all matters pertaining to all such applications.

**SECTION 4.** The City Council does hereby authorize, the City Manager, or designee, to enter into, execute, and deliver the Standard Agreement and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

**SECTION 5.** The City Council does hereby authorize, the Housing Manager, or designee, to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

**SECTION 6.** The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of South Gate acknowledges and agrees that it may be required to execute any and all instruments necessary or required by HCD for participation in the HOSN Program.

**SECTION 7.** The City Council does hereby approve the Professional Services Agreement with Avant-Garde, Inc., for the administration of the CalHome Program and Avant-Garde will act as the City’s Administrative Subcontractor.

**SECTION 8.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

**PASSED, APPROVED, and ADOPTED on this 14<sup>th</sup> day of February 2023.**

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Del Pilar Avalos, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

**AGREEMENT FOR PROFESSIONAL SERVICES FOR THE  
ADMINISTRATION OF PROGRAMS FUNDED THROUGH CALHOME  
PROGRAM BETWEEN THE CITY OF SOUTH GATE AND  
AVANT GARDE, INC**

This Agreement for Professional Services for administration of programs funded by the California Department of Housing and Community Development CalHome Program ("Agreement") is made and entered into on February 14, 2023, by and between the City of South Gate, a municipal corporation ("City"), and Avant Garde, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain a qualified provider for certain services relating to the Administration of CalHome Programs; 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; and

**WHEREAS**, the CalHome Program provides funding to support homeownership programs aimed at low and very-low income households to increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes; and

**WHEREAS**, on February 14, 2023, the South Gate City Council authorized the submission of an application for funding and the execution of a Standard Agreement from the 2023 Homeownership Super NOFA dated January 6, 2023.

**NOW, THEREFOR**, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **Two Hundred Thousand Dollars (\$200,000)** 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 Director of Community Development or 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 February 14, 2023, and will remain in effect through December 31, 2027, or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
  4. **CITY AGENT.** The Director of Community Development ("Director"), or her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or 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 to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

- a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the City, its officers, and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

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

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

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

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

- 6.8.2** Indemnification of CalPERS Determination - In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as, for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.
- 6.8.3** Business License Required. According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such business license shall be the sole responsibility of Consultant.

**6.9 Consultant's Personnel.**

- 6.9.1** All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
- 6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- 6.9.3** Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.
- 6.9.4** Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.
- 6.10 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

**6.11 Legal Construction.**

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

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

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

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

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

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

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

**6.15 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this

Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

- 6.16 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.17 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.18 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.19 Attorneys' Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.20 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**

City of South Gate  
Meredith T. Elguira, Director  
8650 California Avenue  
South Gate, CA 90280  
Email : [melguira@sogate.org](mailto: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](mailto:yglaze@sogate.org)  
TEL: (323) 563-9510

**TO CONSULTANT :**

AVANT-GARDE, INC  
Ana Marie LeNoue, Principal  
807 S. Lemon Avenue  
Diamond Bar, CA 91789  
E-mail: [alenoue@agi.com.co](mailto:alenoue@agi.com.co)

**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 February 14, 2023, and will remain in effect through December 31, 2027 or until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria Del Pilar Avalos, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

**AVANT GARDE, INC.**

By: \_\_\_\_\_  
Ana Marie LeNoue, Principal

Dated: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

The City of South Gate is applying for up to \$5 million of CalHome funds in response to the 2023 Homeownership Super NOFA released on January 6, 2023. Avant-Garde, Inc. will assist with the administration of a first-time homebuyer mortgage assistance program and other services as needed in relation to CalHome. The CalHome Program administration services shall start from the date of award of funds. CalHome funds must be expended within 36 months from the date the Standard Agreement between the City and HCD is fully executed.

Avant-Garde, Inc.'s scope of work will include the following:

#### **Set Up Phase**

- Act as the City's liaison and representative to HCD
- Develop policies and procedures for programs funded by CalHome
- Develop program documents including applications, loan documents, loan servicing plan, reuse agreement, monitoring agreement, etc.
- Develop and employ Mortgage Assistance Program Underwriting Guidelines and submit to HCD for approval
- Provide Set-up Training to staff at the initiation of this Phase

#### **Implementation Phase**

- Conduct outreach to promote and market the Program
- Provide potential homebuyers information for general and specific questions regarding the program. Coordinate with interested and/or qualified households.
- Answer all public inquiries concerning the program in person, via phone, email, and/or virtual
- Conduct eligibility review of potential homebuyers until all funds are exhausted. Obtain all required income documents, including pay stubs, social security, pensions, rent, etc.
- Provide information and assistance to first-time homebuyers on obtaining the maximum amount of first mortgage financing pursuant to HCD's underwriting requirements
- Ensure each assisted household completes a Homebuyer Education class that meets HCD requirements
- Review appraisals for property eligibility under value limits established pursuant to HCD guidelines
- If applicable, inspect property to be purchased or review Uniform Residential Appraisal Reports, including valuation conditions, to ensure they conform to State Housing Law requirements
- If applicable, ensure the mobile home park has a valid or conditional permit to operate
- Create all project files that meet applicable HCD requirements regarding maintenance of documentation for monitoring and auditing purposes. Hard copy files will be kept at City Hall and digital backup will be uploaded to the City's computer network.



- Prepare staff reports and attend City Council meetings as needed
- Meet and update City Staff on a monthly basis or as needed.
- Prepare CalHome funding requests and quarterly/annual reports as needed
- Coordinate with City Attorney to ensure CalHome program loans underwriting, packaging, and closing are performed in accordance with CalHome program requirements
- Provide Implementation Training to staff at the initiation of this Phase

**Monitoring Phase**

- Certify occupancy restrictions, ensure property tax payments have been made, and ensure property has the appropriate fire insurance on a yearly basis
- Assist with prepayment processing and loan change requests that may arise during the term of this Agreement
- Monitor loans up to one year from the date of the issuance of the last CalHome loan, or administer the CalHome Program for four years, whichever is later
- Provide Monitoring Training to staff at the initiation of this Phase

**Close-out Phase**

- Provide complete records and project files to City for each completed loan
- Provide a comprehensive list of projects, inclusive of homebuyer and loan data to allow City to successfully process loan payoffs
- Provide written procedures for tracking and closing out loans once they are paid off
- Provide Close-out Training to staff at the initiation of this Phase

**CLASSIFICATION**

**HOURLY RATE**

Program Director	\$130
Program Manager	\$110
Program Coordinator	\$ 85

CITY MANAGER'S OFFICE

FEB 08 2023

12:30 pm

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 14, 2023

Originating Department: Public Works

Department Director:

*Arturo Cervantes*

City Manager:

*Chris Jeffers*

*Chris Jeffers* (signature with initials in a circle)

**SUBJECT: AGREEMENT WITH SEQUEL CONTRACTORS, INC., FOR THE CONSTRUCTION OF PHASE II OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS ID NO. F3124 ("THE BOULEVARD PROJECT")**

**PURPOSE:** To award an agreement for construction of the Boulevard Project to Sequel Contractors, Inc., ("Agreement"). The project was competitively bid and Sequel Contractors, Inc., ("Sequel") submitted the lowest responsible and responsive bid.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving an Agreement with Sequel Contractors, Inc., to construct the Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Annetta Avenue, Phase II, City Project No. 476-TRF, in an amount not-to-exceed \$3,117,454;
- b. Authorizing the City Manager to approve change orders administratively up to a cumulative amount of \$320,000, to avoid delaying construction if change order work is needed;
- c. Appropriating \$1,500,000 in Measure R Local Return Funds to construct roadway improvements to address roadway issues and safety concerns adjacent to South Gate Middle School, South Gate High School, and East Los Angeles Community College;
- d. Authorizing the City Manager to approve pre-payments of construction progress payments for the construction contract to meet compliance with state legislation that requires payments within 30 days;
- e. Approving the Notice of Exemption for the construction of the Firestone Boulevard Regional Corridor Capacity Enhancements, City Project No. 476-TRF, and directing the City Clerk to file it with the Los Angeles County Registrar Recorder's Office;
- f. Approving the Notice of Exemption under Title 14 of the California Code of Regulations, Section 15301 of the California Environmental Quality Act ("CEQA") for the construction of the of Boulevard Project and directing the City Clerk to file it with the Los Angeles County Recorder's Office; and
- g. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. The proposed project budget and Agreement are \$4,138,351 and \$3,117,454, respectively, and are proposed to be

funded as summarized in Table “A” on the following page. The proposed appropriation is \$1,500,000 in Measure R Local Return Funds.

**ANALYSIS:** The proposed Agreement was procured through a competitive bid process. The bid documents required a “Base Bid” and an “Additive Bid.” The lowest bidder was required to be determined based on the lowest amount of the Base Bid. Sequel submitted the lowest responsible and responsive Base Bid and is, therefore, deemed to be the low bidder. A summary of the bids received is provided in the table below. The bid analysis may be reviewed in Attachment “C.”

It is noted that Sequel’s total bid was \$3,117,454 and Gentry’s total bid was \$2,836,386. Sequel was to be the lowest bidder because, according to the bid documents, the lowest bidder is required to be determined based on the lowest amount of the Base Bid. Sequel’s Base Bid was \$1,889,517 and Gentry’s Base Bid was \$2,043,354.

An appropriation of \$1,500,000 is recommended to fund roadway improvements to address safety concerns adjacent to schools. The improvements include, (a) road widening/storm drain reconstruction to resolve a potential safety issue adjacent to South Gate High School and East Los Angeles Community College’s satellite campus, and (b) installation of safety bollards at South Gate Middle School.

The Boulevard Project budget has a construction contingency of \$320,000. The contingency serves to fund any additional costs that may arise during the course of construction to address unforeseen conditions. To minimize construction delays, staff recommends that the City Council authorize the City Manager to approve up to \$320,000 in contract change orders.

**Table “A” – Project Budget**

	Call for Project	City Funds	Prop C LR	Measure R	Total Budget
Design Phase	\$78,177		\$70,186	\$65,169	213,532
Construction Contract	\$761,000	\$146,000	\$172,000	\$2,038,454	\$3,117,454
Construction Contingency	\$80,000	\$9,000	\$151,000	\$80,000	\$320,000
Construction Management	\$44,000	\$11,000	\$24,000	\$150,043	\$229,043
Other Costs	\$62,191	\$45,267	\$33	\$150,831	\$258,322
<b>Total Project Costs</b>	<b>\$1,025,368</b>	<b>\$211,267</b>	<b>\$417,219</b>	<b>\$2,484,497</b>	<b>\$4,138,351</b>

**BACKGROUND:** The Boulevard Project is budgeted in the Capital Improvement Program as a multi-year project. Construction of the first phase of the project was completed in 2019. The proposed construction Agreement is to construct the second phase of the project. The proposed Agreement includes improvements on Firestone Boulevard from Alameda Street to Annetta Avenue. To align improvements with funding requirements, there are two project segments as follows:

- Segment 1 - Firestone Boulevard between Alameda Street and California Avenue.
- Segment 2 - Firestone Boulevard between California Avenue and Annetta Avenue.

The Boulevard Project is being implemented to provide congestion relief, enhance safety, and address deferred maintenance. The Phase II improvements include five bus shelters, two bus

pull-outs, street lighting, sidewalk, curb and gutter repairs, pavement rehabilitation, traffic signal and street light modifications, ADA improvements, road widening, storm drain improvements, safety bollards at the student pickup/drop-off near South Gate Middle School, and removal of humps to resolve potential issues adjacent to South Gate High School and East Los Angeles Community College’s satellite campus. The proposed bus shelters are not equipped with lighting because they are near existing streetlights. The street light system is equipped with LED lighting for which upgrades are not needed.

The proposed Agreement was procured through a competitive bid process. On December 1, 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 January 9, 2023, four bids were received and opened by the City Clerk in a public forum. Sequel submitted the lowest responsible and responsive bid, as summarized below.

<b>Contractor</b>	<b>Base Bid</b>	<b>Alternate Bid</b>	<b>Total</b>
Sequel	\$1,889,517	\$1,227,9374	\$3,117,454
*Gentry GE	\$2,043,354	\$793,0324	\$2,836,386
Palp/Excel Paving	\$2,369,459	\$1,143,590	\$3,513,049
Sully-Miller Contracting	\$2,668,551	\$935,9404	\$3,604,491

\*Corrected bid amount.

The Total Bid of \$3,117,454 is reasonable as the engineer’s estimate was \$2.91 Million and the average bid is \$3.19 Million.

Sequel is based in Santa Fe Springs, California. They have been in business for 30 years. Staff contacted the references who provided positive input, however, advised to carefully manage change order requests. Sequel has experience in South Gate as they have completed the Garfield Avenue, Imperial Highway, and Firestone Boulevard at Otis Street Improvements Project on April 8, 2022. The company has the capacity and experience to perform the work required under the bid solicitation.

Pursuant to the guidelines of the California Environmental Quality Act (“CEQA”), the Boulevard Project was categorically exempt under Title 14 of the California Code of Regulations, Section 15304. The projects were also categorically exempt under Existing Facilities Section 15304 Class (4) Existing highways and streets with minor public or private alterations in the condition of Land, water and/or vegetation which do not involve removal of healthy, mature scenic trees for forestry or agricultural purposes.

Construction is scheduled to begin in April 2023 and scheduled for completion in January 2024.

- ATTACHMENTS:**
- A. Proposed Agreement
  - B. Location Map
  - C. Bid Schedule
  - D. Notice of Exemption
  - E. Budget Summary

KT:lc

**AGREEMENT WITH SEQUEL CONTRACTORS, INC. AND THE CITY OF SOUTH GATE FOR THE PHASE II OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS ID NO. F3124 (THE BOULEVARD PROJECT)**

This Agreement for **The Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Annetta Avenue, Phase II, City Project No. 476-TRF (The Boulevard Project)** (“Agreement”), is made and entered into on **February 14, 2023**, by and between the City of South Gate, a municipal corporation (“City”), and Sequel Contractors, Inc., a California corporation, License No. C1677728 (“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 Boulevard Project, Phase II, City Project No. 476-TRF**.

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 **Three Million One Hundred Seventeen Thousand Four Hundred Fifty-Four Dollars (\$3,117,454)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

### ARTICLE III

#### CONTRACT DOCUMENTS

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

### ARTICLE IV

#### INDEMNIFICATION

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

### ARTICLE V

#### COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

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

**ARTICLE VI**

**EFFECTIVE DATE**

This Agreement shall become effective and commence on February 14, 2023.

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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria del Pilar Avalos, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

**SEQUEL CONTRACTORS, INC.:**

By: \_\_\_\_\_  
Thomas S. Pack, President

Dated: \_\_\_\_\_

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

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

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

DATED: \_\_\_\_\_

SEQUEL CONTRACTORS, INC.  
Contractor

By: \_\_\_\_\_  
Thomas S. Pack

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 FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY  
ENHANCEMENT PROJECT, PHASE II PROJECT  
CITY PROJECT NO. 476-TRF**

**FAITHFUL PERFORMANCE BOND  
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, the City of South Gate ("City" herein) has awarded to Sequel Contractors, Inc., California corporate number C1677728 ("Contractor" herein) a contract for:

**THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS, ALAMEDA STREET TO ANNETTA AVENUE, PHASE II, CITY PROJECT NO. 476-TRF (THE BOULEVARD PROJECT); 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 **Three Million One Hundred Seventeen Thousand Four Hundred Fifty-Four Dollars (\$3,117,454)** 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:  
SEQUEL CONTRACTORS, INC.:**

By: \_\_\_\_\_  
Name

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:

\_\_\_\_\_  
Raul F. Salinas, City Attorney

**SOUTH GATE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY  
ENHANCEMENT PROJECT, PHASE II PROJECT  
CITY PROJECT NO. 476-TRF**

**100% PAYMENT BOND**

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

**THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS, ALAMEDA STREET TO ANNETTA AVENUE, PHASE II, CITY PROJECT NO. 476-TRF (THE BOULEVARD PROJECT)**

**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 **Three Million One Hundred Seventeen Thousand Four Hundred Fifty-Four (\$3,117,454)** 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 \_\_\_\_\_, 2023.

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

**CONTRACTOR:  
SEQUEL CONTRACTORS, INC.:**

By: \_\_\_\_\_  
Name

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:

\_\_\_\_\_  
Raul F. Salinas, City Attorney

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

STATE OF CALIFORNIA

)  
) SS.  
)

COUNTY OF

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

Signed \_\_\_\_\_

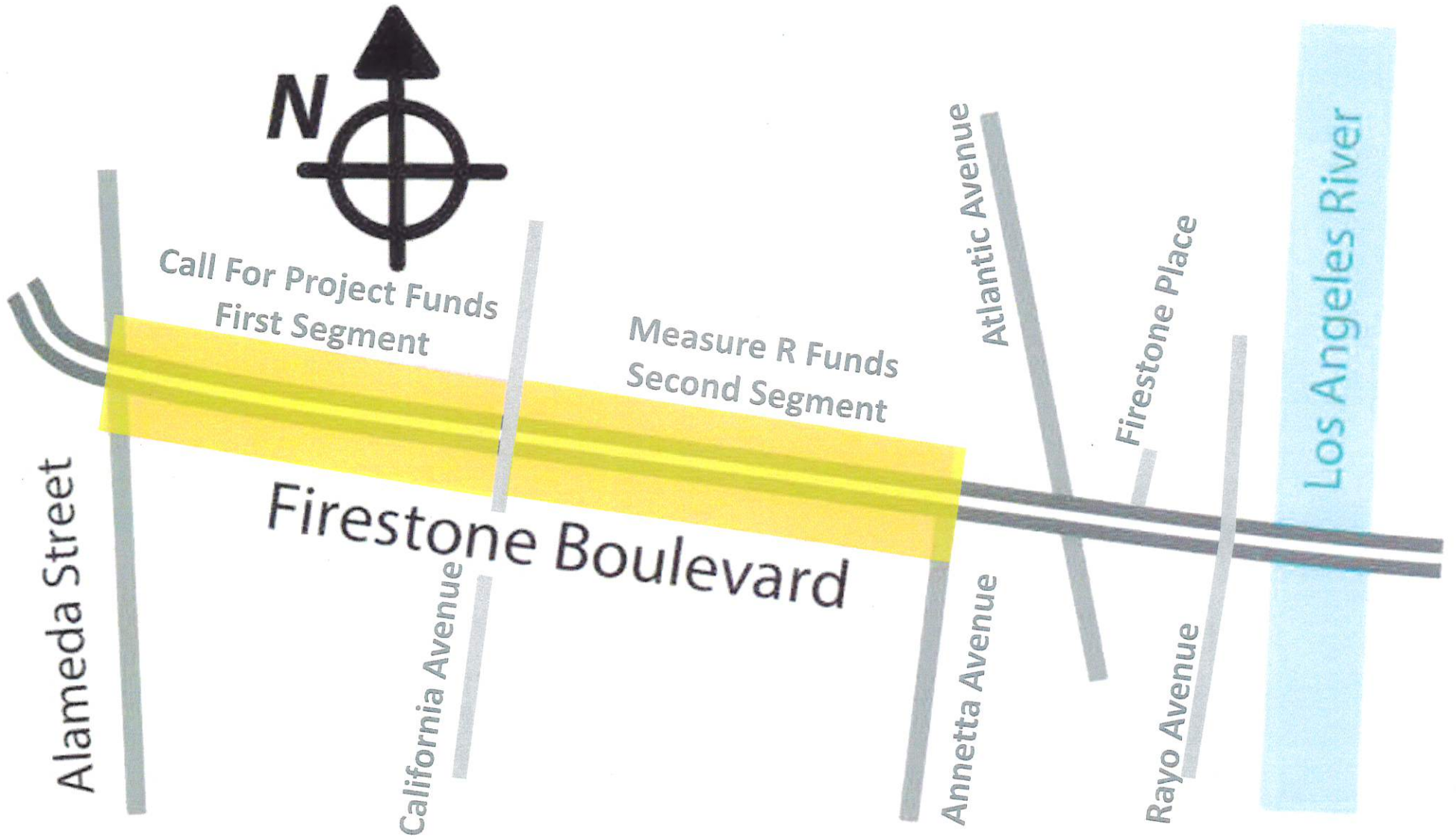
\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

(Attach Notary Certificate)





 *Project Construction Impacted Area*

**FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT**

**ATTACHMENT C - BID SCHEDULE**

<b>CONTRACTOR'S NAME</b>	<b>BASE BID A</b>	<b>BASE BID B</b>	<b>ALTERNATE BID A</b>	<b>ALTERNATE BID B</b>
Sequel, Santa Fe Springs	\$ 597,242.00	\$ 1,292,275.00	\$ 1,156,187.00	\$ 71,750.00
Gentry GE, Rancho Cucamonga*	\$ 706,109.00	\$ 1,337,245.00	\$ 708,312.00	\$ 84,720.00
Palp/Excel Paving, Long Beach	\$ 805,349.00	\$ 1,564,110.00	\$ 998,190.00	\$ 145,400.00
Sully-Miller Contracting, Brea	\$ 1,006,975.00	\$ 1,661,576.00	\$ 789,688.00	\$ 146,252.00
<b>Engineer's Estimate</b>	\$ 565,174.00	\$ 1,532,425.00	\$ 735,843.66	\$ 79,230.00
<b>AVERAGE</b>	\$ 736,169.80	\$ 1,477,526.20	\$ 877,644.13	\$ 105,470.40

<b>CONTRACTOR'S NAME</b>	<b>TOTAL BASE BID</b>	<b>TOTAL ALTERNATE BIDS</b>	<b>TOTAL ALL A+B</b>
Sequel, Santa Fe Springs	\$ 1,889,517.00	\$ 1,227,937.00	\$ 3,117,454.00
Gentry GE, Rancho Cucamonga*	\$ 2,043,354.00	\$ 793,032.00	\$ 2,836,386.00
Palp/Excel Paving, Long Beach	\$ 2,369,459.00	\$ 1,143,590.00	\$ 3,513,049.00
Sully-Miller Contracting, Brea	\$ 2,668,551.00	\$ 935,940.00	\$ 3,604,491.00
<b>Engineer's Estimate</b>	\$ 2,097,599.00	\$ 815,073.66	\$ 2,912,672.66
<b>AVERAGE</b>	\$ 2,213,696.00	\$ 983,114.53	\$ 3,196,810.53

**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: Firestone Blvd Regional Corridor Capacity Enhancementst, Phase II, Project No 476-TRF

Project Applicant: City of South Gate

Project Location - Specific:

1. Segment 1 - a 1.4-mile, Firestone Boulevard between Alameda Street and California Avenue.
2. Segment 2 - a 1.1-mile, Firestone Boulevard between California Avenue and Annetta Avenue.

Project Location - City: South Gate

Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The project addresses deferred maintenance issues in the City such as pavement, concrete repair, lighting, bus shelters, and traffic safety. This project helps protect and maintain the City's street surfaces, improve stormwater surface drainage, improve safety and mobility for all users.

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 15304 Class 4

Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

The project is Categorically Exempt under Class 4 Minor Alterations to Land Section 15304 of the CA Environmental Quality Act. Class 4 consists of minor public or private alterations in the condition of Land, water and/or vegetation which do not involve removal of healthy, mature scenic trees for forestry or agricultural purposes.

Lead Agency

Contact Person: Kenneth Tang

Area Code/Telephone/Extension: 323-563-9574

**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: ACM/DPW

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: \_\_\_\_\_

**ATTACHMENT E - BUDGET SUMMARY**

**(CC Action)**

	<b>Call for Project</b>	<b>City Funds</b>	<b>Prop C LR</b>	<b>Measure R (MOU)</b>	<b>Measure R LR</b>	<b>Total Budget</b>
<b>Total Project Budget</b>	\$ 1,025,368	\$ 211,267	\$ 417,219	\$ 984,497	\$ 1,500,000	\$ 4,138,351
Design Phase	\$ 60,277		\$ 70,186	\$ 42,294		\$ 172,757
Amendment 6 Willdan	\$ 17,900			\$ 17,875	\$ 5,000	\$ 40,775
Construction Contract	\$ 761,000	\$ 146,000	\$ 172,000	\$ 814,083	\$ 1,224,371	\$ 3,117,454
Construction Contingencies	\$ 80,000	\$ 9,000	\$ 151,000	\$ 60,000	\$ 20,000	\$ 320,000
Construction Management	\$ 44,000	\$ -	\$ 24,000	\$ 50,043	\$ 90,000	\$ 208,043
CM Contingencies		\$ 11,000			\$ 10,000	\$ 21,000
Other Costs*	\$ 62,191	\$ 45,267	\$ 33	\$ 202	\$ 150,629	\$ 258,322
<b>Total Project Costs</b>	\$ 1,025,368	\$ 211,267	\$ 417,219	\$ 984,497	\$ 1,500,000	\$ 4,138,351

\*Misc. Costs include items such as staff time, project management, field operation costs, etc.

FEB 08 2023

12:30 pm

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **February 14, 2023**

Originating Department: **Public Works**

Department Director:

*Arturo Cervantes*

City Manager:

*Chris Jeffers*

*Chris Jeffers* (AP)

**SUBJECT: AGREEMENT WITH FCG CONSULTANTS, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CONSTRUCTION OF PHASE II OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS ID NO. F3124 ("BOULEVARD PROJECT")**

**PURPOSE:** To award a construction management services agreement for the Boulevard Project to FCG Consultants, Inc. ("FCG"). The Boulevard Project is scheduled to start construction in March of 2023.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving an agreement with FCG Consultants, Inc., to provide Construction Management and Inspection Services ("Agreement") for the construction of the Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Annetta Avenue, Phase II, City Project No. 476-TRF in an amount not-to-exceed \$208,043; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no impact to the General Fund. The proposed Agreement is in the amount of \$208,043, and it will be funded with \$44,000 in Call For Projects Grant Funds, \$24,000 in Prop C Funds and \$140,043 in Measure R Funds.

**ANALYSIS:** The Department of Public Works, Engineering Division, requires construction management services to oversee construction of the Boulevard Project. This project is a multi-million dollar undertaking that will require expertise and over 1,000 hours of effort to manage. FCG is recommended for the Agreement.

FCG submitted a proposal in the amount of \$594,440 that exceeded the requirements of the project. Staff negotiated the fee proposal to \$208,043. The negotiated fee proposal includes \$142,457 for construction management and inspection services, \$25,000 for material testing services, \$15,000 for monument restoration survey services, \$10,000 for traffic engineering services, and \$15,586 for administration, project support and labor compliance services.

Based on an analysis of the Boulevard Project needs, FCG's proposal was negotiated by reducing the hourly rates of the Construction Manager (\$25,000); reducing service hours for the Construction Manager, Inspector, and Labor Compliance by combining the construction scheduled for the Base Bid and Alternate Bid (\$100,000); removing a supplemental as-needed inspector (\$50,744); reducing material testing (\$54,920); surveying (\$73,227); traffic engineering services (\$18,307); and removing unnecessary principal-in-charge services (\$62,242). The negotiated proposal provides for the needed services for the project without cutting essential services or reducing quality. It provides for a Construction Management two-thirds of the time and a full-time Inspector and for Labor Compliance and Special Material and Testing.

**BACKGROUND:** The Boulevard Project is budgeted in the Capital Improvement Program as a multi-year project. Construction of the first phase of the project was completed in 2019. The proposed Agreement is to construct the second phase of the project. The proposed Agreement includes improvements on Firestone Boulevard from Alameda Street to Annetta Avenue. To align improvements with funding requirements, there are two project segments, as follows:

- Segment 1 - Firestone Boulevard between Alameda Street and California Avenue.
- Segment 2 - Firestone Boulevard between California Avenue and Annetta Avenue.

The Boulevard Project is being implemented to provide congestion relief, enhance safety, and address deferred maintenance. The Phase II improvements include five bus shelters, two bus pull-outs, street lighting, sidewalk, curb and gutter repairs, pavement rehabilitation, traffic signal and street light modifications, ADA improvements, road widening, storm drain improvements, safety bollards at the student pickup/drop-off near South Gate Middle School and removal of humps to resolve potential issues adjacent to South Gate High School and East Los Angeles Community College's satellite campus. The proposed bus shelters are not equipped with lighting because they are near existing streetlights. The street light system is equipped with LED lighting for which upgrades are not needed.

A construction agreement is scheduled to be awarded by the City Council on February 14, 2023. As such, an agreement for construction management and inspection services is now necessary. Staff recommends awarding an agreement to FCG to manage the construction activities under the Boulevard Project.

On December 15, 2022, an RFP was released to 23 qualified consulting firms, published on the City's website, and advertised in trade journals. On January 9, 2023, three proposals were submitted by KOA Corporation (\$226,680), Z&K Consultants, Inc. (\$394,078), and FCC Consultants (\$594,440). A review panel composed of two City of South Gate Engineering Division staff members and one City of Lynwood Public Works staff member evaluated the three proposals and conducted interviews on January 23, 2023. The consultants were ranked based on experience and qualifications including project manager and firm experience in similar projects, construction inspector experience, experience in reducing change orders, and keeping projects on schedule. FCG received the highest ranking from the panel.

FCG offers the following benefits:

- **Competitive Fees** – FCG’s fee proposal was negotiated to a reasonable fee.
- **Experienced Construction Manager** – The Construction Manager has over 27 years of experience. Currently, he is the construction manager for Princeton Avenue Improvements Project, Moorpark; Spring Street Gap Closure Project, Signal Hill; Whittier Greenway Trail Extension Gap Closure Project, Whittier. Most recently, he completed the Telegraph Road Traffic Safety Enhancements Project, Downey.
- **Qualified Staff** – FCG assembled a qualified team with experience, knowledge, and professionalism for this project. FCG has more than enough licensed engineers, construction and program managers, inspectors, office engineers, technicians, and administrative support to manage the City’s project.
- **Qualified Team** – FCG teamed up with MB Pro, Inc., who provided a qualified special inspections and testing and labor compliance. The inspector is a Certified Public Infrastructure Inspector – which provides a unique ability to ensure the project is constructed in accordance with the plans and specifications.
- **Successful Track Record** – For the past 13 years, FCG has built and managed over 45 street projects. FCG has successfully delivered more than \$20 million in public sector projects ranging in value from \$1 million to \$500 million.
- **Similar Projects** – FCG’s core specialties are construction management and inspection of Public Works projects. FCG has completed numerous projects similar in scope. Similar projects were successfully completed for the cities of South Gate, Montclair, Norwalk, Manteca, Culver City, Roseville, and Los Angeles.

The proposed Agreement is in the amount of \$208,043. The scope of work consists of construction administration, construction inspection, labor compliance, materials testing services and compliance with local and state requirements. FCG is a woman-owned certified disadvantaged business enterprise, and small business enterprise.

Construction is scheduled to begin in March 2023 and scheduled for completion in January 2024.

- ATTACHMENTS:**
- A. Proposed Agreement
  - B. Budget Summary
  - C. Location Map

KT:lc

**AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CONSTRUCTION OF PHASE II OF THE FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENT PROJECT, CITY PROJECT NO. 476-TRF, METRO CALL FOR PROJECTS ID NO. F3124 ("BOULEVARD PROJECT")**

This Agreement for Construction Management and Inspection Services ("Agreement") is made and entered into on February 14, 2023, by and between the City of South Gate, a municipal corporation ("City"), and FCG Consultants, Inc., a California corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain a qualified provider for certain services relating to Construction Management and Inspection Services for the Firestone Boulevard Regional Corridor Capacity Enhancements, Alameda Street to Annetta Avenue, Phase II, City Project No. 476-TRF ("Boulevard Project");

**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 professional services described in the Proposal attached hereto as Exhibit "A" of this Agreement.

**NOW, THEREFOR**, the Parties hereby agree as follows:

1. **SCOPE OF WORK OR SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Proposal as described in Exhibit "A." attached hereto and made a part of this Agreement. The Proposal may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Two Hundred Eight Thousand Forty-Three Dollars (\$208,043)** as described in Exhibit "B." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Assistant City Manager /Director of Public Works.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.



- 2.2** Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay Consultant within forty-five (45) 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 February 14, 2023, and will remain in effect for a period of two (2) year from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
- 4. CITY AGENT.** The Assistant City Manager/Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Assistant City Manager /Director of Public Works 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 within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1** Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in 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 a total amount equal to its outstanding fees for services rendered 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, computation, surveys, models, or other similar documentation prepared by. 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 City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) 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 compensation insurance for their respective employees.

**6.5.2** Comprehensive general and automotive 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 or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured 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 or materially changed 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 Consultant 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 fees assessed and interest, which would otherwise be the responsibility of City.

**6.8.3 Business License Required.** According to Title 2.08.40 of the South Gate

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

**6.9 Consultant's Personnel.**

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

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

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

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

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

**6.11 Legal Construction.**

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

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

to this Agreement.

- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.12 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.
- 6.13 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.
- 6.14 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a 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 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.20 Entire Agreement and Amendments.** This Agreement, including Exhibits "A" and "B" hereto, which are incorporated herein by this reference, 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 PW  
Public Works Department  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [acervantes@sogate.org](mailto:acervantes@sogate.org)  
Telephone No.: (323) 563-9567

**WITH COURTESY COPY TO:**

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

**TO CONSULTANT OR CONTRACTOR:**

FCG Consultants, Inc.  
Maha Alfakhouri, P.E.  
President/CEO  
22885 Savi Ranch  
Pkwy, Suite G,  
Yorba Linda, California 92887  
E-mail: [ab.fakhouri@fcgconsultants.com](mailto:ab.fakhouri@fcgconsultants.com)

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

[Remainder of page left blank intentionally.]



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

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Maria del Pilar Avalos, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

**FCG CONSULTANTS, INC.:**

By: \_\_\_\_\_  
Maha Alfakhouri, P.E., President/CEO

Dated: \_\_\_\_\_

Prepared for the  
City of South Gate



# PROPOSAL

*to provide*

**Construction Management and Inspection  
Services**

*On*

**The Boulevard Project, Phase II;  
City Project 476-TRF**



January 9, 2023



**Construction Management and Inspection Services on the  
 Firestone Boulevard Regional Corridor Capacity Enhancements Project  
 (The Boulevard Project), Phase II  
 City Project No. 476-TRF**

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January 9, 2023

City Clerk's Office  
Attn: Kenneth Tang, P.E.  
Senior City Engineer  
City of South Gate  
8650 California Avenue  
South Gate, CA 91340

**Subject: Construction Management and Inspection Services on the Firestone Boulevard Regional Corridor Capacity Enhancements Project (The Boulevard Project), Phase II; City Project No. 476-TRF**

Dear Mr. Tang:

**FCG Consultants, Inc. (FCG)** is pleased to commit our services to the City of South Gate (City) to provide construction management and inspection services for the Boulevard Project, Phase II. FCG is a firm with extensive Greenbook and Caltrans experience committed to providing the highest level of service in the most cost-effective manner possible. We will provide the City with the most experienced and motivated team that will produce the highest quality work and will become part of the City team in every aspect.

FCG, is a firm with extensive roadway, electrical, and traffic signal improvement projects experience, committed to providing the highest level of service in the most cost-effective manner possible. FCG will provide the City with the most experienced and motivated team that will produce the highest quality work and will become part of the City team in every aspect. FCG is committed to quality work, efficiency in staffing and budgeting, and successfully delivering this project. FCG has been selected based on availability and relevant experience, full understanding of the scope of services, and knowledge of the needs of the stakeholders. The key staff proposed for this project have managed numerous projects like this and will apply this knowledge and experience to hit the ground running. These individuals proposed have the availability, the qualifications, and in many cases the cross-training for both office and field positions to cost-effectively solve problems at any level.

Mr. A.B. Fakhouri, PE, QSD, is our proposed Construction Manager/Resident Engineer and will be assigned for the duration of the project. He is a **former Resident Engineer of Caltrans District 7 with more than 27 years of Project Management, Design, and Construction experience on transportation infrastructure and public works projects.** He gained his experience working for Caltrans, county departments of transportation, transportation authorities, and local cities. He is highly experienced ensuring conformance with the Caltrans Construction Manual, Caltrans Local Procedures Assistance Manual, and Greenbook standards.

We acknowledge there was no addendum issued for this RFP. FCG have never been the subject of any legal investigation by County, State, and/or Federal agencies. FCG will provide insurance certificates as per the RFP requirements. If you have any questions, or require additional information, please do not hesitate to contact me at the contact information listed above. I appreciate the opportunity to submit this proposal and look forward to working with the City of South Gate. Please contact me with any questions you may have.

**Availability & Commitment**

FCG understands the importance of this project to the City of South Gate. The City can be assured that FCG is dedicated to proposing professional team members that have the qualifications, experience, and skills necessary to successfully complete the scope of work on schedule and within budget. Having completed numerous roadway and traffic signal improvement projects in Los Angeles County, our public works experienced staff is available, ready to assist on this assignment, and able to handle several active projects concurrently should the need arise.

Sincerely,

Maha Fakhouri  
President & CEO



FIRM PROFILE

FCG Consultants, Inc. (FCG) a woman-owned California Corporation and Certified Small Business (SBE) and Disadvantaged business Enterprise (DBE), is focused on providing client-driven solutions to assist clients in navigating through a very challenging economy. FCG, founded in 2009, is headquartered in Yorba Linda, California with a staff of twenty-three fully dedicated personnel providing Construction Engineering, Construction Management, and Construction Inspection to clients throughout California. The firm specializes in Project and Construction Management and Inspection for various types of public works clients utilizing assorted standards such as Caltrans, Local Assistance Procedures Manual, FHWA, Greenbook, and AWWA. FCG staff are highly experienced with inspection of roadway improvements, drainage systems, utilities, ADA ramps, retaining walls, MSE walls, soil nail walls, Structural Steel/Bolting/Welding, pedestrian/bikeways, wet CIDH pile, stainless steel, electrical, landscape, SWPPP, and Safety.

FCG serves its clients from three (3) locations, Yorba Linda, Norwalk, and Lake Elsinore. With twenty-three employees, we can cover a larger geographic market to better serve our clients. FCG's construction engineering and inspection team provides a full scope of services, from project development through project closeout, by providing cost-effective and functional solutions. The FCG Team carefully plans and tailors the scope for each assignment, specific to the client and project needs. **We are fully dedicated to achieving every project and client goal and standard.**

*Financial Condition:* FCG is financially sound and has no bankruptcy, pending litigation, planned office closures, or impending mergers. FCG is not prohibited from professional practice or working with any Federal, State, local or public agency.

We firmly believe that with each passing year and the completion of each job for our various clients, the satisfaction of our clients will begin to further reflect the condition of our company as well as our ability to provide our clients with the professionalism and superior customer service they deserve.

SUB-CONSULTANTS

MB Professional Inc. - DBE

Contact: Michele Shams, President & CEO, (909) 732-4124, micheles@mbpro.com  
Address: 1236 W. Brooks Street. Ontario, CA 91762

MB Pro is a woman-owned California corporation and certified SBE/DBE focused on providing Union construction and geotechnical inspections and material testing. MB Pro's construction monitoring and testing services include: On-Site Inspections, Material Sampling & Testing, Non-Destructive Examination, Mix Design Review, and Project Management. Our Geotechnical Engineering services include: Field Explorations, Ground Motion Response Spectra, Ground Improvement Design, Geologic & Seismic Hazard Evaluation, and On-site and Laboratory testing.

General Technologies and Solutions (GTS)

Contact: Rawad Hani, PE, TE, Principal, (213) 267-2332, rawad.hani@gentecsol.com  
Address: 830 Traction Avenue, #3a, Los Angeles, CA 90013

GTS brings together its understanding of smart technology solutions (what's on the horizon) with community needs and goals (what's in demand). At GTS results matter as much as the way of getting there. GTS supports its clients throughout the whole project lifecycle, including communicating mobility initiatives, technology goals, and strategies to stakeholders at all levels.

Wagner Engineering & Survey, Inc.

Contact: Paul Wagner, PE, Sr. Vice President, (818) 892-6565, paulw@wesinc.org  
Address: 17134 Devonshire Street, Suite 200, Northridge, CA 91325

Wagner Engineering and Survey, Inc. (WES), a WBE/DBE/SBE/CBE Los Angeles firm is a dedicated to providing quality survey, mapping, land planning and civil engineering services in a cost effective and ambitious manner.

Firm Information



**Firm Location:**  
Main Office: 22885 Savi Ranch Pkwy, Suite G, Yorba Linda, California 92887  
Norwalk: 12440 Firestone Blvd. #208, Norwalk, CA 90650  
Lake Elsinore: 31900 Mission Trail Suite 110, Lake Elsinore, CA 92530  
**Form of Organization:**  
California S Corporation  
**Number of Employees:**  
20 Full-time employees  
3 Part-time employees  
**Registration**  
DIR # 1000018164  
DBE # 46140  
Federal ID # 27-3911217  
**Firm Officers:**  
President / CEO: Maha Alfakhouri  
V.P.: Abdallah Fakhouri, PE  
CFO: Talal Alfakhouri

STATEMENT OF QUALIFICATIONS

FCG has a strong working relationship and rich history with our subconsultant team. Our previous experience, mutual trust, and ability to mobilize quickly and keep the project momentum moving forward allows us to present City of South Gate with a quality team that can work together to deliver a project successfully and on-time. The FCG Team members have extensive experience with construction management services for City of Lake Elsinore, City of Whittier, City of Downey, City of Norwalk, City of Irwindale, City of Pico Rivera, Caltrans, and a myriad of other clients and agencies. Each of us is familiar with construction management and inspection contracts and understands the importance of assembling a solid team. For this effort, we have three (3) highly qualified key staff, and additional as-needed staff, working together as a team to ensure City of Hemet is getting the highest quality candidates and service to successfully complete the project on-time. In this proposal, FCG will discuss several successfully delivered projects that are like this project in terms of plans, specifications, and FHWA requirements.

Our staff are our greatest strength and therefore our greatest asset. Our success is based on our hiring the best people in the industry to produce the highest quality results at the most reasonable price. This practice continues throughout our internal comprehensive training program that can get inspectors up to speed on any work assignment and in any work environment, concluding with our quality maintenance process. **Our staff and subconsultant have a depth of knowledge and experience that sets us apart from our competitors as have proven in the past and will continue to do so in the days to come.** Our personnel are highly qualified and experienced in their respective disciplines. Each of their qualifications illustrate multiple projects, past and present, they have worked on. We are proposing a sum of experienced candidates with the appropriate experience, as per the city's requirements and the RFQ, who are ready and available to be deployed. This pursuit is a team effort and FCG is committed to ensuring City of South Gate receives the highest quality service from the appropriate candidates regardless of if they are prime or subconsultant.

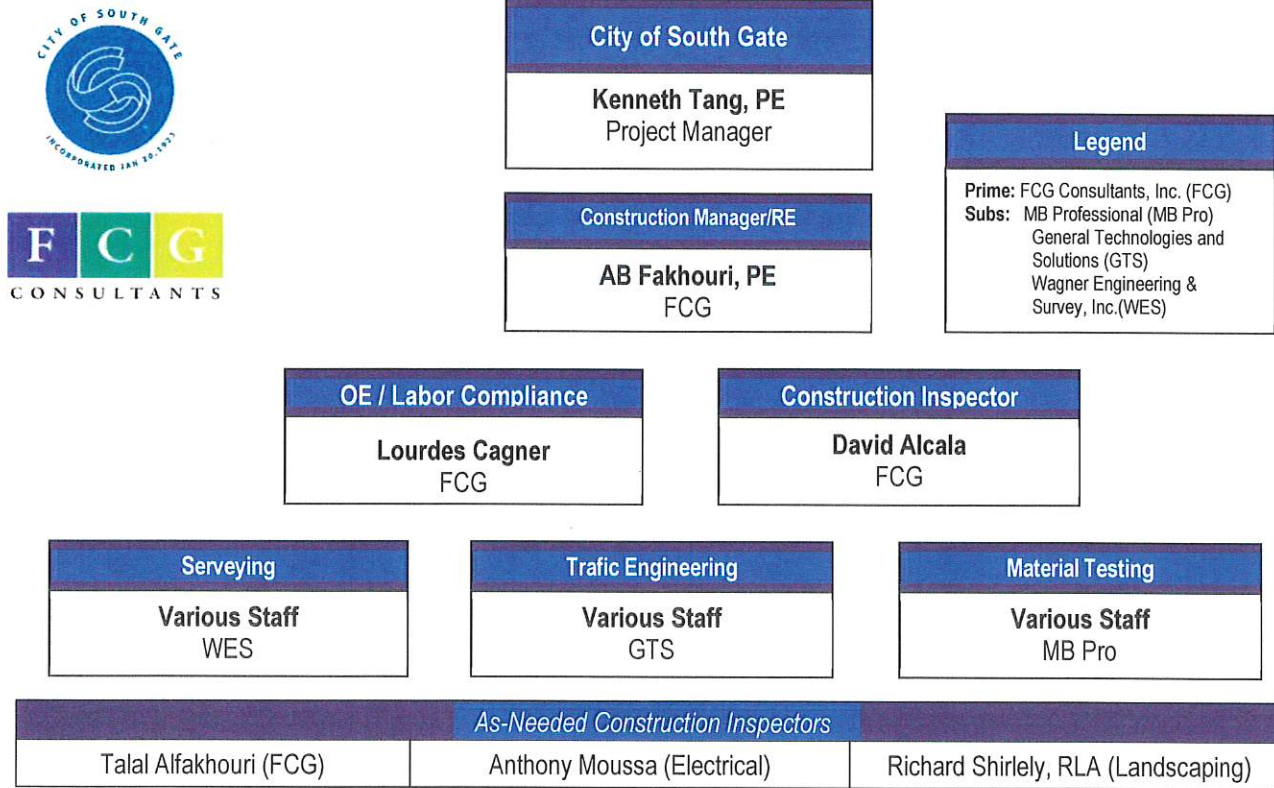
Our relevant project experience is a demonstration of the different projects we have worked on from bridge widening to Caltrans right-of-way, utility relocation, traffic signals, building and widening ramps, building retaining walls, traffic control, night work, and 55-hour closures. We have completed this work enforcing different specifications, including Caltrans Standard Plans and Specifications, Greenbook Standard Plans and Specifications, SWPPP, Safety, Cal-OSHA, Caltrans Safety Requirements, and Caltrans Structures Safety Requirements. Each of us have worked around environmentally sensitive areas, near bodies of water, challenging interchanges surrounded by businesses and residences as well as congested interchanges, freeways, and live traffic. We have done work in Orange County Riverside, and Los Angeles counties, as well as other parts of the state. As a result, we understand the special needs of these types of projects and can bring that knowledge and understanding to this project.

*Differentiator:* FCG staff has the ability to efficiently staff projects with the most committed, experienced, and knowledgeable staff with relevant experience to each project. The FCG Team can provide large business service with a team of multi-discipline professionals; however, what differentiates our firm from others is having the ability to provide a small business, client-focused, and customer-service approach to deliver each client the one-on-one attention needed to specifically tailor cost-effective solutions and solve project needs.



**ORGANIZATIONAL CHART**

FCG has assembled an in-house team of experienced construction management and inspection professionals that will successfully deliver this project on time and within budget. The organizational chart below shows our project team as follows:



The key personnel proposed for this project will be available to the extent proposed for the duration of the required services. No person designated as "key" will be removed or replaced without the prior written concurrence of the City of South Gate.

**Current Workload & Availability**

FCG has assembled a highly experienced team in public works construction knowledgeable in Caltrans and Greenbook requirements. The table below shows the current workload and availability of proposed team members.

Name	Proposed Role	Current Workload	Availability
A.B. Fakhouri, PE, QSD	Construction Manager/RE	50%	50%
David Alcala	Construction Inspector	100%	100%
Lourdes Cagner	Office Engineer / Labor Compliance	50%	50%

**Client Testimonials**

"I had the pleasure of working with Mr. Fakhouri and FCG this year on the Telegraph Road Traffic Safety Enhancements Project. His willingness and ability to work with Caltrans and his adaption to changes as needed were vital to a very successful project. He is an individual who is willing to go the extra mile."

**Desi Gutierrez, PE, City of Downey**

"Mr. Fakhouri and the FCG Team has been a key partner in delivering successful construction projects for the City of Moorpark. Their understanding and expertise in construction management is key to projects starting and finishing on time and within budget. Mr. Fakhouri works well with contractors, consultants', and city staff to build a strong team rapport for all disciplines and trades working on the project."

**Daniel Kim, PE, City of Moorpark**

TEAM RESUMES

A.B. FAKHOURI, PE, QSD / QSP

Construction Manager

Mr. Fakhouri is a Registered Professional Engineer licensed in the State of California, and a former Resident Engineer of Caltrans District 7, Los Angeles, CA. He has worked on various interchange projects of similar nature that included bridge demolition and widening, interchange widening, relocation of utilities, electrical, 55-hour closures, and more. As a Project Manager, duties included, but were not limited to, interfacing with clients, managing and training personnel, managing subconsultants, performing construction management, and construction inspection. As a Resident Engineer, duties included identifying problems and recommending solutions, ensuring compliance with safety requirements and contract provisions, preparing calculations, reports, and correspondence, reviewing submittals and RFI's, change orders, conducting meetings, coordination, overseeing inspection, ensuring compliance to safety, SWPPP, and labor laws.

RELEVANT EXPERIENCE

*Princeton Avenue Improvements Project, Moorpark, CA*

**Construction Manager:** This **Federally Funded** project consisted of widening and rehabilitation of Princeton Avenue in the City of Moorpark. **Duties:** Included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders (CCOs), daily diaries and quantities, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Duration:** 08/2022 – 04/2024. **Cost:** \$14 Million.

*Spring Street Gap Closure Project, Signal Hill, CA*

**Construction Manager:** This **Federally Funded** project consisted of enhancing safety along Spring Street from Atlantic Blvd. to Junipero Ave. **Duties:** Included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders (CCOs), daily diaries and quantities, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Duration:** 02/2022 – 08/2022. **Cost:** \$3 Million.

*Telegraph Road Traffic Safety Enhancements Project – City of Downey, CA*

**Construction Manager:** This **Federally Funded** project consisted of various improvements on Telegraph Road. **Duties:** Included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders (CCOs), daily diaries and quantities, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Duration:** 05/2021 – 02/2022. **Cost:** \$7 Million.

*Whittier Greenway Trail Extension Gap Closure Project, City of Whittier, CA*

**Construction Manager:** Project consisted of developing a 2.7-mile-long easement into a 15 ft wide walking trail along Union Pacific Railroad owned property in the City of Whittier, CA. This project also includes the Lambert Road Traffic Signal Synchronization Project. **Duties:** Included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders (CCOs), daily diaries and quantities, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Duration:** 01/2021 – Ongoing. **Cost:** \$8.5 Million

*Stewart & Gray Road and Imperial Highway Traffic Signal Upgrades and Enhancements Projects – City of Downey, CA*

**Construction Manager:** These **Federally Funded** projects consisted of various improvements on Stewart & Gray and Imperial. **Duties:** Included construction management and inspection of various work items; overseeing field interviews and conducting field reviews of certified payroll; office engineering; conducting meetings; reviewing submittals and Requests for Information (RFIs), Construction Change Orders (CCOs), daily diaries and quantities, and daily photos; coordinating materials testing and lane closures; reviewing contractor as-builts. **Duration:** 08/2020 – 11/2021. **Cost:** \$4 Million.

Education and Licensing



Education

M.S. Civil Engineering, CSULB  
B.S. Civil Engineering, CSULB

Licensing

PE License # C60844.





**DAVID P. ALCALA**

**Construction Inspector**

Mr. Alcala has over 31 years of transportation and traffic engineering design and inspection experience, including construction of traffic signals, and ITS communication/fiber systems projects. He has worked for cities throughout Los Angeles, Orange, San Bernardino and Riverside Counties and other agencies in southern California. In addition, he has significant experience with Caltrans Districts 7, 8 & 12 and very familiar with the State of California Standards, Specifications and the latest version of the CA-MUTCD. Duties include construction inspection, obtaining work permits, and interviewing. He is also proficient in MS Office, CAD, AutoCAD, and Microstation.

**RELEVANT EXPERIENCE**

*Paramount Blvd Fiber Optic/Communication Project; City of Downey, CA*

**Construction Inspection:** Project consisted of modification of existing traffic signals and the installation of fiber optic conduit, vaults, manholes, pull boxes and cable for the City of Downey Public Works Department. This project will modify, upgrade, and connect several existing traffic signals along Paramount Blvd and tie into the existing fiber optic system. Responsible for the preparation of daily logs and the inspection of installed elements of the project, including the proper staging of traffic control, work site safety and verification of manpower used on the project. **Cost:** \$2 Million.

*Bellflower Blvd and Stewart & Gray Fiber Optic/Communication Project; City of Downey, CA*

**Construction Inspection:** Projects consisted of installation of fiber optic conduit, vaults, manholes, pull boxes and cable for the City of Downey Public Works Department. This project will connect the City of Downey Maintenance Yard and the Water Facilities Yard into the city's existing fiber optic communications system. It will include the installation of conduit, cables and pull boxes as well as the integration with an existing vault in Bellflower Blvd. Responsible for the preparation of daily logs and the inspection of installed elements of the project including the proper staging of traffic control, work site safety and verification of manpower used on the project. **Cost:** \$2 Million.

*Downtown Riverside Fiber Optic Project for Various Facilities; County of Riverside, CA*

**Construction Inspector:** Project consisted of installation of the F/O conduit, vaults, manholes, pull boxes and cable for Riverside County Information Technology. This project connected several county buildings including the DA's office, courthouse, and jail. Responsible for the preparation of daily logs and the inspection of installed elements of the project including the proper staging of traffic control, work site safety and verification of manpower used on the project. **Cost:** \$2 Million.

*Metrolink Crossings at San Fernando Road/Broadway-Brazil Street and Chevy Chase Drive; City of Glendale, CA*

**Construction Inspector:** Project consisted of traffic signal/interconnect system and street improvement project. In addition to the signal construction, the project consisted of the installation of AC pavement, curb and gutter, catch basins, and drop inlets as well as the construction of an 18" storm drain along San Fernando Road. Broadway-Brazil Street was widened at the Metrolink grade crossing with AC on the approaches and transitioned to PCC adjacent the railroad track. On San Fernando Road, a new southbound 14' wide right-turn pocket was installed. **Cost:** \$7.5 Million.

*Sonora Avenue/Air Way and Grandview Avenue/Air Way; City of Glendale, CA*

**Construction Inspection:** Project consisted of construction of traffic signal upgrades and street improvements at the intersections of Sonora Avenue/Air Way and Grandview Avenue/Air Way. The scope of work included the inspection of new curb and gutter, sidewalks, driveways, and AC pavement installation due to road widening. **Cost:** \$4.5 Million.

*Traffic Signal and Fiber Optic Communications Project, City of Burbank, CA*

**Construction Inspection:** Project consisted of construction of the traffic signals and the installation of fiber optic conduit, vaults, manholes, pull boxes and cable for the City of Burbank along Hollywood Way, Thornton Avenue, Verdugo Avenue, and Pass Avenue from SR 134 to Oak Street. A median island 'pork chop' was installed in existing gore point pavement area at the convergence of a third street. Grades were adjusted to allow for water sheeting into the new gutters into existing drop inlets to alleviate periodic flooding. I was tasked with troubleshooting minor discrepancies between the plans and actual field conditions, scheduled walkthroughs and kept the city PM informed of work timetables and progress. I coordinated with the onsite inspector to ensure that all work was conducted in accordance with city standards. **Cost:** \$1.5 Million.

**Education and Licensing**



**Education**

Westech College, ACCSCT-1994.

**Licensing**

Traffic Signal Operation Specialist – TSOS.  
Traffic Signal Inspection – TSI.  
Certified Public Infrastructure Inspector – CPII.

**LOURDES CAGNER**

**Office Engineer / Labor Compliance**

Mrs. Cagner has over 30 years of administrative experience in diverse environments and five years of experience as an assistant office engineer working with public works projects. As an Assistant Office Engineer and Office Manager duties included, but were not limited to, preparing certified payroll for prevailing wage employees, reviewing contractor's certified payroll, maintaining accurate and complete project records and files; assisting the Project Manager with change orders, submittals, and RFIs; assisting in preparing quantity calculations and cost estimates, coordinating with various agencies and subs, coordinating with Program/Project Managers to ensure standard procedures were tailored to client needs, supporting project staff with routine assignments as well as supervising and instructing less experienced administrative staff, preparing payroll for all employees. All while handling the HR duties, accounting, and invoicing.

**Education and Licensing**



**Education**  
 BUSINESS ADMINISTRATION  
 Rio Hondo College, CA

**RELEVANT EXPERIENCE**

*OCTA I-405 Improvement Project, OCTA / Caltrans District 12, Orange County, CA*

**Office Engineer/Labor Compliance:** This project consists of improving 16 miles of the San Diego Freeway (I-405) between State Route 73 (SR-73) and Interstate 605 (I-605). It also includes the construction of the new 405 Express Lanes from SR-73 to I-605. Mrs. Cagner's duties include, but are not limited to, labor compliance, maintaining and filing project documents, assisting the RE/PM with maintaining RFI and submittal logs, assisting in the preparing progress reports, and collecting inspector reports and quantities. Mrs. Cagner is consistently utilizing computer programs such as Microsoft Office and Dropbox on this project as well. **Cost:** \$2 Million.

*SR-91 Westbound Corridor Operations Project – RCTC/Caltrans District 8, San Bernardino & Riverside County, CA*

**Office Engineer/Labor Compliance:** This project added a new lane to westbound 91 for approximately two miles between the Green River Road on-ramp and the southbound Route 241 connector, next to the outer shoulder. The new street was designed to help relieve westbound traffic congestion through this heavily traveled corridor, particularly for morning traffic. Duties included, but were not limited to, labor compliance, maintaining and filing project documents, assisting the RE/PM with maintaining RFI and submittal logs, assisting in the preparing progress reports, and collecting inspector reports and quantities. Mrs. Cagner consistently utilized computer programs such as Microsoft Office and Dropbox while on this project. **Cost:** \$22 Million.

*SR-60 Truck Lanes and Widening Project — RCTC/Caltrans District 8, San Bernardino & Riverside County, CA*

**Office Engineer/Labor Compliance:** This project widened a 4.5-mile section of Route 60 from Gilman Springs Road to 1.4 miles west of Jack Rabbit Trail in Riverside County's badlands between Moreno Valley and Beaumont. The project was within mountainous terrain with a curving alignment and steep grades. The project was designed to improve the safety and efficiency of travel between the Coachella Valley and western Riverside County. Duties included, but were not limited to, labor compliance, maintaining and filing project documents, assisting the RE/PM with maintaining RFI and submittal logs, assisting in the preparing progress reports, and collecting inspector reports and quantities. Mrs. Cagner consistently utilized computer programs such as Microsoft Office and Dropbox while on this project. **Cost:** \$40 Million.

*Hamner Avenue Bridge and Widening Project – RCTC / City of Norco, CA*





**Office Engineer/Labor Compliance:** This project replaced an 81-year-old, two-lane Hamner Avenue bridge with a state-of-the-art structural, seismic, and hydraulic-designed bridge. The new 1,200-foot-long bridge included six 12-foot-wide vehicle lanes, 3 in each direction, a 4-foot wide median and shoulders, and a 12-foot-wide multi-purpose trail on the bridge's east side. Duties included, but were not limited to, labor compliance, maintaining and filing project documents, assisting the RE/PM with maintaining RFI and submittal logs, assisting in the preparing progress reports, and collecting inspector reports and quantities. Mrs. Cagner consistently utilized computer programs such as Microsoft Office and Dropbox while on this project. **Cost:** \$47 Million.





*I-15/Limonite Interchange Reconstruction Project, RCTC/Caltrans District 8, San Bernardino & Riverside County, CA*





**Office Engineer/Labor Compliance:** This project included removing and replacing the freeway interchange at Interstate 15. Limonite Avenue is an existing six-lane access-controlled freeway with three mixed-flow lanes in each direction. Duties included, but were not limited to, labor compliance, maintaining and filing project documents, assisting the RE/PM with maintaining RFI and submittal logs, assisting in the preparing progress reports, and collecting inspector reports and quantities. Mrs. Cagner consistently utilized computer programs such as Microsoft Office and Dropbox while on this project. **Cost:** \$40 Millio

**RELEVANT PROJECT EXPERIENCE**

FCG offers the City a team of qualified professionals experienced in all aspects of public works construction. Projects that showcase our construction management and inspection experience and knowledge of various standards are highlighted below:

City of Moorpark Construction Management & Inspection for Princeton Avenue Improvement Project			
<b>Client</b>	<b>City of Moorpark</b>	<b>Contact</b>	<b>Daniel Kim – City Engineer/ Public Works Director</b>
	799 Moorpark Avenue Moorkpark, CA 93021		(808) 517-6255 dkim@moopark.ca.gov
<b>Project Description</b>			
This Federally Funded Project consisted of enhancing safety along Spring Street from Atlantic Boulevard to Junipero Avenue. This project provides Class 2 bike lanes, countdown ped heads, ADA curb ramps, and sidewalk lights along the corridor to enhance safety for pedestrians and bicyclists. A total of seven signalized intersections and two miles of roadway are affected by this project.			
<b>Dates</b>	05/2022 – Ongoing	<b>Cost</b>	\$9 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager		
Construction Management, Inspection and Labor Compliance for Spring Street Gap Closure Project			
<b>Client</b>	<b>City of Signal Hill</b>	<b>Contact</b>	<b>Thomas Bekele, PE – Public Works Director</b>
	2175 Cherry Avenue Signal Hill, CA 90755		(562) 989-7355 tbekele@cityofsignalhill.org
<b>Project Description</b>			
This Federally Funded Project consisted of enhancing safety along Spring Street from Atlantic Boulevard to Junipero Avenue. This project provides Class 2 bike lanes, countdown ped heads, ADA curb ramps, and sidewalk lights along the corridor to enhance safety for pedestrians and bicyclists. A total of seven signalized intersections and two miles of roadway are affected by this project.			
<b>Dates</b>	02/2022 – 08/2022	<b>Cost</b>	\$3 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager/Resident Engineer; Mark Korando, Inspector; Jasmine Fakhouri, Office Engineer.		
City of Downey Construction Management and Inspection for Telegraph Road Traffic Throughput & Safety Enhancement Project			
<b>Client</b>	<b>City of Downey</b>	<b>Contact</b>	<b>Edwin Norris, PE – Project Manager</b>
	11111 Brookshire Avenue Downey, CA 90241		(562) 904-7110 enorris@downeyca.org
<b>Project Description</b>			
This <b>Federally Funded Project</b> consisted of construction of raised median islands with landscaping and irrigation, reconstruction of the existing asphalt pavement, traffic signal modifications and signage and striping.			
<b>Dates</b>	05/2021 – 01/2022	<b>Cost</b>	\$7 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager; Tony Alfakhouri, Inspector; Jasmine Fakhouri, Office Engineer.		
City of Whittier Construction Management and Inspection for Greenway Trail East Extension & Lambert Rd. Signal Synchronization Project			
<b>Client</b>	<b>City of Whittier</b>	<b>Contact</b>	<b>Isaac Bravo; Civil Engineering Assistant</b>
	13230 Penn Street Whittier, CA 90602		(562)567-9518 ibravo@cityofwhittier.org
<b>Project Description</b>			
This Federally Funded Project consists of a 2.7mile long easement into a 15-foot-wide walking trail along Union Pacific Railroad. Work includes the construction of bicycle and pedestrian path, installation of fencing along the corridor, pedestrian crossings and walking paths, wayfinding signage, and storm drain modifications. The Lambert Road Traffic Signal Synchronization will include coordination of traffic signal timing and detection, upgrading traffic signals and grade signal crossings.			
<b>Dates</b>	02/2021 – 02/2022	<b>Cost</b>	\$9 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager; Don Lewis, Construction Inspector, and Samar Alfakhouri, Office Engineer.		

City of Norwalk Construction Management & Inspection for Traffic Signal Improvements on Rosecrans Avenue Project, and Traffic Signal Improvements on San Antonio Drive Project			
<b>Client</b>	<b>City of Norwalk</b>	<b>Contact</b>	<b>Raymond Velasco – Principal Civil Engineer</b>
	12700 Norwalk Blvd. Norwalk, CA 90650		(562) 929-5723 rvelasco@norwalkca.gov
<b>Project Description</b>			
<p>These Federally Funded Projects will enhance safety along Rosecrans Avenue from Studebaker Road to Carmenita Road. Also, enhance safety along San Antonio Drive-Norwalk Boulevard between Rosecrans Avenue and Civic Center Drive, and on Civic Center Drive between Norwalk Boulevard and Bloomfield Avenue Specifically, both projects provide traffic signal improvements along the corridor to modernize the intersections and to improve safety and traffic flow.</p>			
<b>Dates</b>	03/2021 – Ongoing	<b>Cost</b>	\$4 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager; Anthony Moussa, Inspector.		
City of Downey Construction Management & Inspection for Stewart & Gray Fiber Optic Traffic Signal Communication Project and Imperial Highway Traffic Signal Upgrades Project			
<b>Client</b>	<b>City of Downey</b>	<b>Contact</b>	<b>Desi Gutierrez, Principal Civil Engineer</b>
	11111 Brokshire Avenue Downey, CA 90241		(562) 904-7110 dgutierr@downeyca.org
<b>Project Description</b>			
<p>These Federally Funded Projects consists of construction of a fiber optic traffic signal communication system on Stewart &amp; Gray Road, and various improvements at five of the City's major intersections: Paramount Boulevard and Beverly Boulevard; Paramount Boulevard and Rex Road; Rosemead Boulevard and Glatatin Road; Washington Boulevard and Crossway Drive; Whittier Boulevard and Lindsey Avenue.</p>			
<b>Dates</b>	07/2015 – 05/2016	<b>Cost</b>	\$3 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager; Gary Foster, Construction Inspector.		
City of Irwindale Construction Management & Inspection for I-605/Live Oak Avenue Ramp Widening and Improvements Project			
<b>Client</b>	<b>City of Irwindale</b>	<b>Contact</b>	<b>Daniel Co, PE – Assistant City Engineer</b>
	16102 Arrow Highway Irwindale, CA 91706		(626) 430-2296 dco@irwindaleca.gov
<b>Project Description</b>			
<p>This Federally Funded Project consisted of reconstruction of the 1-605 northbound off-ramp at Live Oak Avenue and installation of a traffic signal at the intersection. In addition, the direct ramp to eastbound Live Oak Avenue was widened to provide dual right lanes at Live Oak Avenue.</p>			
<b>Dates</b>	07/2015 – 05/2016	<b>Cost</b>	\$2 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager; Tony Alfakhouri, Construction Inspector.		
City of Burbank Construction Management & Inspection for Burbank Channel Bikeway Project			
<b>Client</b>	<b>City of Burbank</b>	<b>Contact</b>	<b>Omar moheize – Principal Civil Engineer</b>
	150 North Third Street Burbank CA 91502		(818) 238-3915 omoheize@burbankca.gov
<b>Project Description</b>			
<p>This Federally Funded Project consists of 0.79-mile bike and pedestrian path that is being constructed adjacent to the Burbank Western Channel. Work includes activities required to ensure that construction is performed in accordance with permit requirements, Federal and State regulations, and the approved plans and specifications.</p>			
<b>Dates</b>	03/2021 – Ongoing	<b>Cost</b>	\$2 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager; Anthony Moussa, Inspector; Jasmine Fakhouri, Office Engineer.		

City of Norwalk Construction Management & Inspection for Foster Road Side Panel Project			
<b>Client</b>	<b>City of Norwalk</b>	<b>Contact</b>	<b>Randy Hillman, PE – Associate Engineer</b>
	12700 Norwalk Blvd. Norwalk, CA 90650		(562) 929-5727 rhillman@norwalkca.gov
<b>Project Description</b>			
This Federally Funded Project consisted of the demolition and replacement of side panels, HMA, slurry seal, sidewalk, curb and gutter, electrical, fiber optic, traffic control, water/irrigation line, striping, SWPPP, and safety.			
<b>Dates</b>	07/2015 – 05/2016	<b>Cost</b>	\$1.5 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager; Anthony Moussa, Construction Inspector.		
City of Moorpark Construction Management & Inspection for AC Overlay Project			
<b>Client</b>	<b>City of Moorpark</b>	<b>Contact</b>	<b>Daniel Kim – Senior City Engineer</b>
	799 Moorpark Avenue Moorkpark, CA 93021		(808) 517-6255 dkim@moopark.ca.gov
<b>Project Description</b>			
This Federally Funded Project consisted of asphalt overlay of Spring Road, Princeton Avenue, Poindexter Avenue, and Gabbert Road; grind and overlay asphalt paving; curb ramps; materials testing; surveying; and electrical.			
<b>Dates</b>	11/2017 - 02/2018	<b>Cost</b>	\$500K
<b>Staff</b>	A.B. Fakhouri, Project Manager; Tony Alfakhouri, Construction Inspector.		
City of Whittier Construction Management & Inspection for Beverly Boulevard Traffic Safety & Lighting Improvement Project			
<b>Client</b>	<b>City of Norwalk</b>	<b>Contact</b>	<b>Mazen Dabboussi, PE – Local Assistance Area Engineer- Caltrans District 7</b>
	12700 Norwalk Blvd. Norwalk, CA 90650		(323) 497-1315 Mazen.a.dabboussi@dot.ca.gov
<b>Project Description</b>			
This Federally Funded Project consisted of construction of a median strip, street lighting, bike lanes, and a bus shelter on Beverly Boulevard between Norwalk and Pioneer boulevards.			
<b>Dates</b>	07/2015 – 05/2016	<b>Cost</b>	\$1.5 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager; Anthony Moussa, Construction Inspector.		
City of Norwalk Construction Management & Inspection for Alondra Boulevard Roadway Improvements & Rehabilitation Project			
<b>Client</b>	<b>City of Norwalk</b>	<b>Contact</b>	<b>Mazen Dabboussi, PE – Local Assistance Area Engineer- Caltrans District 7</b>
	12700 Norwalk Blvd. Norwalk, CA 90650		(323) 497-1315 Mazen.a.dabboussi@dot.ca.gov
<b>Project Description</b>			
Project consisted of widening four lanes between Shoemaker and Pioneer, including grind and pave RHMA, slurry seal, sidewalk, driveways, ADA ramps, median, traffic signals, street lighting, striping and landscape.			
<b>Dates</b>	07/2015 – 05/2016	<b>Cost</b>	\$1.5 Million
<b>Staff</b>	A.B. Fakhouri, Project Manager; Anthony Moussa, Construction Inspector.		

**TECHNICAL UNDERSTANDING**

The City of South Gate is requesting proposals for Construction Management, Contract Administration, Labor Compliance, Inspection and Materials Testing to implement roadway, drainage, safety, and pedestrian improvements along Firestone Blvd. The projects' pedestrian improvements consist of sidewalks, access ramps and driveways. The project will make improvements on Firestone Boulevard, from Alameda Street to Annetta Avenue. Improvements will include 2 bus turn outs, pedestrian lighting, 5 bus shelters, pavement rehabilitation, traffic signal modifications at Calden Avenue and California Avenue, street light modifications and ADA improvements.

The Boulevard Project is an important project as it provides congestion relief, enhanced safety and addresses deferred maintenance on this important corridor. Construction of the first phase of the project has been completed in 2019. This second phase project will continue to make improvements on the following segments: Segment 1- a 1.4-mile, Firestone Boulevard between Alameda Street and California Avenue and Segment 2 – a 1.1-mile, Firestone Boulevard between California Avenue and Annetta Avenue. This phase II improvements includes bus turn outs, street widening, pedestrian lighting, bus shelters, pavement rehabilitation, traffic signal and street light modifications and other ADA improvements. The Project is funded with Metro Call for Projects, I-710 Measure R and local funds.

**Segment 1: A 1.4-mile, Firestone Boulevard between Alameda Street and California Avenue**

The major work activities in this segment include, but are not limited to, construction of 12-inch-thick AC Pavement; construction of 8-inch-thick PCC pavement; removal and reconstruction of deficient flatwork such as sidewalk, curb and gutter, driveways and ADA curb ramps; signage and striping; installation of loop detectors; installation of concrete bus pads, bus benches, trash receptacles and bicycle racks; roadway widening, street lighting, electrical and traffic signal modifications; storm drain systems; landscaping and irrigation. One of the milestones in this segment is the storm drain system at Firestone and Victoria. The depth of the systems is not too deep, but the location is South Gate High School and may affect the bus line and the students. The other milestone in this segment is the widening of Firestone Boulevard at California. There is demolition of curb and gutter, sidewalk and AC pavement, electrical and lighting modifications, traffic signal upgrades and new concrete and asphalt.

The work also includes setting up SWPPP BMP's and measures, traffic control devices, signage and striping. Construction staking and surveying to establish and maintain horizontal and vertical control points and layout of the work is an essential part of the work to be performed.

**Segment 2: A 1.1 mile, - Firestone Boulevard between California Avenue and Annetta Avenue**

The major work activities in this segment include but are not limited to; installation of loop detectors; reconstruction of deficient flatwork such as sidewalk, curb and gutter, driveway and ADA curb ramps; signage and striping; landscaping and irrigation; installation of permanent bollards and surface mount channelizers; construction of 8-inch-thick concrete bus pads, bus benches and trash receptacles; installation of 12-inch-thick AC Pavement. The specific milestone for this segment is the bollards and channelizers. This work is located at the South Gate Middle School. The Contractor shall coordinate this work to not interrupt and create safety issues with the school staff, students, and parents.

The work also includes setting up SWPPP BMP's and measures, traffic control devices, signs and striping. Construction staking and surveying to establish and maintain horizontal and vertical control points and layout of the work is an essential part of the work to be performed. FCG has noticed that there are quantity differences in some of the bid items as displayed in the table below:

**Quantity Differences**

<b><u>A2-8 Curb and Gutter</u></b>	
Segment A	
Plan Quantity – 1206 LF	Bid Table Quantity – 884 LF
Segment B	
Plan Quantity – 719 LF	Bid Table Quantity – 889 LF
<b><u>4-Inch-Thick Sidewalk</u></b>	
Segment A	
Plan Quantity – 7134 SF	Bid Table Quantity – 3565 SF
Segment B	
Plan Quantity – 921 SF	Bid Table Quantity – 1376 SF

**Typical Issues**

The FCG Team understands construction especially on busy arterials such as Firestone Blvd as we have previously worked on the same roads with neighboring cities such as Norwalk, Downey, Whittier, and Irwindale. Such projects with similar features have similar challenges, specific and typical. Based on the team's construction experience, here are some of the typical and general issues for this project and FCG team's approach are discussed below:



- **Maintain Traffic Flow**

The FCG Team understands that staging construction of work will require lane closures that may cause a lot of traffic delay. These closures will need many signs in advance of closure in order for residents pre plan for daily trips to minimize inconvenience and complaints. The FCG Team recommends Installation of project information signs two-weeks in advance of work; distribute flyers with potential detour routes to businesses and residents two-weeks in advance of work; and Install CMS boards in advance of work.

- **Storm Water Pollution Prevention Program (SWPPP)**

FCG inspectors understand the importance of managing the SWPPP. All FCG inspection staff has completed their Qualified SWPPP Practitioner (QSP) and/or Qualified SWPPP Developer (QSD) training and are QSP/D certified. The inspectors are trained in the preparation of SWPPP diaries including the on-line reporting, review of Best Management Practices (BMP's), and erosion control measures both during the rainy season and throughout the year. They will immediately notify the Resident Engineer of any problems during the implementation of the SWPPP. **Proper implementation is especially important on all inlets and discharge points.**

- **Safety**

Safety has the highest priority on any jobsite and the FCG team takes it very seriously. The contractors usually submit an Injury and Illness Prevention Program (IIPP) at the start of the project. This will be combined with City's Safety procedures and the Cal-OSHA Construction Safety Orders to be the Project Safety Program. This then serves as the basis for our evaluation of the contractor's safety practices. The inspectors will attend Contractor's safety meetings and the CM team will also hold its own safety meetings regularly. Safety is the job of everybody.

- **Public Outreach**

FCG's staff has visited the Project location at different times of the day to better understand the area conditions and traffic patterns. Understanding existing conditions before construction begins is critical to the public outreach plan to save money and assist with potential early completion of the Project. There are several businesses and residents near the Project that will need to be communicated with continually, as well as internal target audiences, to include the City, Los Angeles County, emergency responders and local media. It is critical for us to keep stakeholders aware of what is going on. Our team understands a community who feels their concerns are being heard and who feels they are adequately communicated with will ultimately trust the agency building the Project. The FCG team is experienced with providing public outreach to clients that requires various methods of outreach including but not limited to a Facebook page, City website link, flyers, and bilingual staff. *We understand that our team will not be providing full outreach and instead will assist City's Public Information Officer.*



**SCOPE OF WORK & APPROACH TO MANAGING THE PROJECT**

Well managed construction projects emphasize partnering, mutual respect between the Contractor and CM team, and effective resolution of issues in the field to ensure on-time and within budget completion without claims. Construction management is essentially project management for the construction phase. As such, the six essential elements of effective project management still apply, and they include:



**Deliverables**

Standard deliverables for construction management services typically provided by FCG include:

- ✓ Administer the contract – comprehensive construction management services.
- ✓ Assist City in the review and preparation of final bid documents.
- ✓ Assist City with performing a thorough constructability/biddability review.
- ✓ Assist with Caltrans (CT) Local Assistance audit process.
- ✓ Assist City with the bid documents, advertising, pre-bid conference, bid opening, evaluation, and award.
- ✓ Conduct the pre-construction meeting.
- ✓ Coordinate utility relocation before starting construction (not applicable to this project).
- ✓ Provide construction inspection and management activities and coordination with other stakeholders.
- ✓ Prepare and maintain construction documentation as required by City using Caltrans-LAPM (Chapters 15, 16 & 17) using the Uniform Filing System.
- ✓ Assist City to resolve change order issues.
- ✓ Provide public outreach services in support of City’s Public Information Officer and outreach team.
- ✓ Provide project expenditure report to City’s Project Manager per funding requirements.
- ✓ Manage pre-construction activities beginning with the execution of the contract and coordination with City staff.
- ✓ Review the master construction schedule and monitor and update the construction schedule.
- ✓ Conduct weekly construction meetings with Contractor, City, and other involved parties.
- ✓ Coordinate closeout and as-built plans.
- ✓ Prepare daily and weekly construction inspection reports using the City/Caltrans standard forms.
- ✓ Monitor Contractor’s Labor Compliance / Safety programs (assist City’s Labor Compliance consultant for this project).
- ✓ Ensure all work conforms to the project construction specifications, City and County codes, 2018 Greenbook Standard Specifications for Public Works Construction and 2018 Caltrans Standards and Specifications.
- ✓ Verify SWPPP compliance.
- ✓ Review Requests for Information (RFI) and provide recommendations to City’s Project Manager.
- ✓ Process and review submittals, RFIs, weekly statement of workdays, change orders, punch-list items, and as-built plans.
- ✓ Monitor traffic control working closely with City’s Traffic Engineer using Caltrans Standard Plans, California Manual on Uniform Traffic Control Devices (MUTCD), and Work Area Traffic Control Handbook (WATCH).
- ✓ Quantity calculations/take-off, field measurement, and verification in support of Monthly Progress Payments.

**Task 1 - Project Coordination**

The FCG team will manage and administer the project through Mr. A.B. Fakhouri. He is highly experienced with similar projects, has successfully delivered services on several similar federally funded projects, and is a licensed Civil Engineer in the State of California.

The FCG team will perform Construction Engineering, Inspection, and Office Engineering per the LAPM and Caltrans Construction Manual and will enforce the Project Plans, Specifications, and Caltrans and Greenbook Standards as follows:

**1. Management**

- Review and coordinate approval of shop drawings by the design consultant as needed.
- Log, track, and process submittals, Requests for Information (RFI’s), Requests for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), review and approve traffic control plan



- Provide City with the contractor's Red marked as-built plans at Project completion.
- Monitor materials documentation and testing results, as well as enforce corrections.
- Review and approve contractor's safety program.
- Review all requests for clarification and provide to Engineer of Record for clarification.
- Review required construction survey including lines and grades, construction staking, cut sheets, etc.
- Process all Project documentation per City and Caltrans requirements for standard format.
- Maintain Project files per Caltrans requirements.
- The RE shall service the Project and visit the site as needed for the duration of the project.
- Deliver services in accordance with the plans and specifications.
- Manage and coordinate all aspects of the project, inclusive of services identified in the RFP.
- Conduct a pre-construction meeting and biweekly construction meetings or as deemed necessary by the project manager with the contractor, and City. Prepare and distribute meeting agendas minutes and progress reports.
- Coordinate with City staff, multiple contractors when applicable, agencies, and Project stakeholders.
- Prepare weekly Statements of Working Days and other reports that may be required by the City.
- Review submittals and determine consistency with the plans and specifications.
- Participate in field meetings and document issues, findings, directions, changes, etc., and develop solutions.
- Participate in public outreach activities.
- Other improvements/activities as deemed necessary by the consultant to implement the improvements on the Project.
- Prepare all progress reports required by the Local Assistance Procedures Manual and FHWA guidelines.

**2. Meetings**

- Conduct a pre-construction meeting and prepare agenda and minutes. Prior to the meeting, review PS&E and prioritize potential issues.
- Conduct a utilities coordination meeting with all utilities and representatives to discuss issues and conflicts.
- Conduct and lead construction progress meetings as scheduled by all parties and prepare minutes for the City's approval.
- Conduct field visits and meetings to discuss issues in the field with involved parties including, but not limited to, City Staff, Designer(s) of Record, Contractor, Subcontractors, Inspectors, and whoever else required to be present.

**3. Schedule & Budget**

- Review construction schedule submitted by the contractor. Review subsequent revised construction schedules due to delays, time extensions, change orders, additional work, etc., within one week of submittal.
- Prepare change orders within 48 hours in the standard City format as well as in accordance with all applicable Federal and State funding requirements.
- Maintain a current monthly accounting of construction costs to complete the project, including approved change orders for city's review and approval.
- Review payment requests in a timely manner, make payment recommendations, and submit the progress payment request to City for processing.
- Prepare reimbursement requests to Caltrans and Metro.

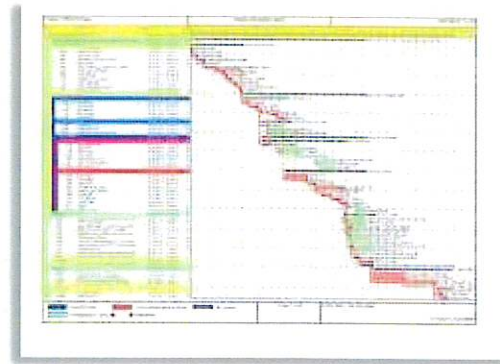
**Miscellaneous**

- **Submittals** – The FCG team will provide the Contractor a list of submittals as per the Special Provisions, then perform a thorough, comprehensive review and approval of the Contractor's submittals. We will work closely with the City to determine which submittals the design consultant will review, and which will be reviewed by the FCG team. A Submittal Log will be developed, maintained, and tracked according to when they are received and returned to the Contractor and a copy will be included with each transmittal and at the weekly meetings. Materials releases and certificates of compliance will be kept in the appropriate filing categories, and materials summary sheets will have a running total of materials used on the Project. Anticipated submittals include, but are not limited to, baseline schedule, SWPPP, erosion and sediment control plan, operations and maintenance plan, traffic handling plan, PCC mix designs, asphalt mix designs, sand cement slurry mix design, CMB mix design, bridge soils report, surcharge calculations, modular block wall design calculations, and signal verification data.
- **Requests for Information** – Our PM/RE will coordinate with the Contractor to submit all questions as Requests for Information (RFI). All RFIs will be reviewed and responded to in coordination with the City and the Design Team to ensure proper protocol

is followed and sufficient information is relayed to the Contractor in response to each RFI. The OE will maintain a log and will provide to all weekly progress meeting attendees

- **Contract Change Orders & Claims** - The FCG team will assist the City in controlling the costs of the Project and the factors that may escalate Project costs. Upon submittal, Contractor's change requests will be reviewed for merit. We will hold the Contractors to providing the facilities in the scope of work bid, without generating unnecessary changes to increase the Project cost. The FCG team's PM|RE will work with the City's Project Manager to establish levels of financial authority from the Project Manager up the chain of command to provide guidelines for change authorization.
  - a. **Cost Estimating** – All change orders will be estimated independently of the Contractor's proposed cost prior to approval by our PM|RE, and submittal for approval to the City. We will comply with the Caltrans Construction Manual and Local Assistance Procedures Manual. The FCG team is comprised of highly qualified scheduling and claims avoidance experts that will analyze and produce schedules from the perspective of an owner and a Contractor.
  - b. **Claims Avoidance & Mitigation** – The FCG team's renowned claims division and our claims experts have a proven track record with Caltrans and other public agencies on similar projects. We will monitor all site records of events, labor, materials, and equipment for potential claims or delay issues. This data will be essential when analyzing a Contractor's claim. Our team will address every issue that will contain all relevant RFIs, change orders, correspondence, pictures, Inspector's dairies, cost analysis, and schedule analysis.
  - c. **Project Records and Filing System** - FCG's RE and Office Engineer (OE) will establish and maintain a filing system in hard copy as well as electronically, using the Caltrans Construction Manual as a guideline to ensure compliance with FHWA requirements. FCG typically utilizes the Caltrans filing system on all projects. All hard copy files will be scanned as PDF files and stored digitally on a server with a filing structure duplicating the hard copies. Additionally, FCG's OE will upload the electronic data documentation to the City's on-line file directory. Submittal and RFI logs will be kept and tracked according to when they are received from and returned to the Contractor together with their approval or response status. Materials releases and certificates of compliance will be kept in the appropriate Caltrans filing categories, and materials summary sheets will be developed to keep a running total of materials implemented.
- **Project Progress and Payment**

The FCG team will work with the City to review the baseline schedule, look for issues, and make recommendations to the City as appropriate. Such recommendations will be based on logic and a realistic schedule. Our PM|RE will propose enhancements based on sequence, number of working days, milestones, and key dates to ensure development of an efficient and well managed Project. The team will prepare independent monthly estimates for the Project duration, monitoring both the Project and contingency budgets. Our report to the City will include amount paid to Contractor to date, amount previously paid to Contractor, percent complete of each bid item, executed change orders, and retention withheld from each pay estimate. Our intent is to keep the City fully informed of the financial status of the Project.



- a. Pay item quantities will be measured daily and documented on daily reports.
- b. Quantity Sheets will be prepared with each pay estimate, with backup calculations.
- c. Change orders will be prepared and monitored, costs independently estimated and verified, and work documented daily on a separate daily diary with tentative agreements (if force account (T&M)).
- d. Our tracking system includes costs, including supplemental work and furnished materials.s.

**Task 2 – Construction Observation/ Inspection**

The Construction Inspector will be performing the following:

Construction Inspection Tasks
1. Become familiar with and review plans, specifications, construction-related documents, traffic control plans, construction schedules, construction sequences, and other agency permit requirements.
2. Photograph, log, and pre-work video prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.
4. Interpret plans, specifications, and regulations and ensure the Contractor is following their contract. Provide inspections to ensure the Project is constructed accordingly.
5. Direct and notify construction Contractor about non-compliance and correct issues upon discovery.
6. Maintain daily diaries, photographs, and video (as needed) reflecting site and weather conditions, traffic control measures, labor, equipment and materials, quantity of work, and major incidents/safety violations.
7. Review construction progress schedules regularly. Verify schedules coincide with Project milestones, identify deviations, and ensure corrective actions are taken to bring projects back on schedule.
8. Provide complete measurements and calculations for progress payments and make recommendations for payments.
9. Review soil compaction and materials testing certifications of compliance.
10. Ensure the Contractor does not install materials without approved material testing certifications. Any failed tests shall be reported, and the Contractor directed to take corrective action.
11. Monitor Contractor's utility coordination to minimize utility conflict delays and potential need for relocations.
12. Attend progress meetings to communicate, coordinate, and resolve any jobsite issues or problems that may arise. Prepare and submit to Contractor a "Weekly Statement of Calendar Working Days" report.
13. Conduct field construction employee interviews to comply with the Federal, CDBG, Equal Employment Opportunity Law, and Davis Bacon Act.
14. Coordinate access to adjacent businesses and residents during construction with the Contractor. Coordinate mitigation of construction impacts with the Contractor, City, and other agencies.
15. Provide inspection of traffic control, channelization, and all other traffic-related work.
16. Ensure conformance with plans, specifications, applicable laws and codes.
17. Observe construction safety, public safety, and convenience, and report issues to the City and Contractor.
18. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements, as well as all other local, state, and federal laws and regulations.
19. Inspect for compliance with the Project SWPPP Program including monitoring QSP and/or QSD duties as outlined in California State Water Resources Control Board, Storm Water General Permit and contract.
20. Monitor compliance with the City's Construction Demolition and Recycling Ordinance.
21. Maintain data for change orders and record information regarding time of dispute, time of notification by the Contractor, and action taken by the Inspector.
22. Ensure the Contractor submits certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations.
23. Prepare and transmit to the Contractor all Project-related correspondence. All correspondence sent to and received from the Contractor shall be copied and transmitted to City.
24. Coordinate the preparation and submittal of as-built plans to the City upon project completion.
25. Prepare preliminary and final punch-list and follow through until completion.

**Task 3 - Traffic Engineer**

- GTS (as a sub-consultant to FCG) will provide the traffic engineering design review services for this project. Their scope of services spans from pre-construction to project completion. The following will be part of the traffic engineering services:
- Prepare a comparison of the ADZDS listed in RFP for the City's determination.
- Attend the pre-construction meeting as part of construction management team.
- Review the City approved traffic signal plans, verify field conditions, photo log the inside of the controller cabinet, and coordinate with the team on any issues and recommendations. It is assumed the City will provide access to the controller cabinets to facilitate this task.
- Review the Contractor's shop drawings (if requested) and coordinate with the Traffic Signal Designer (the approved traffic signal plan preparer) for approval.
- Discuss Traffic Signal Designer's responses with the City, construction management team, and/or Contractor.
- Review change orders with the construction management team, City, and/or Contractor.
- Attend field and construction progress meetings and provide coordination.
- Respond to the Construction Manager's questions and requests regarding traffic engineering.
- Review the traffic signal as-built submission against the Contractor's construction red marked plans and provided information after the project is completed.

**Task 4 – Monument Restoration /Surveying**

- The surveyor will verify contractor's surveyor staking and layout to ensure compliance with State's requirements in terms of preservation and/or reestablishment of survey monuments, including recordation requirements.
- The surveyor will set centerline ties for existing centerline monument found with no existing ties, if any.
- The surveyor will replace centerline ties disturbed by construction, as needed.
- The surveyor will reset centerline monuments and provide the City with updated set of centerline tie notes along with as built.
- The surveyor will verify contractor's surveyor work to ensure compliance with all required construction survey requirements including, but not limited to, setting lines and grades, construction staking, preparation of cut sheets, etc.
- The surveyor will prepare and file any documentation required for recordation with the LA County Recorder's Office.
- The surveyor will perform any other survey activities as deemed necessary by the City or Consultant to ensure construction of Project is following the PS&E.

**Task 5 – Materials Testing**

- Material testing shall conform to all Caltrans Standards, the LAPM and the Quality Assurance Program (QAP).
- Review and approve ARHM, AC mix designs.
- Review and approve PCC mix design. Consult with City for approval of PCC mix for the Project.
- Provide all material source inspection, sampling and testing by a qualified materials engineer as required by the LAPM and the QAP.
- Provide requested miscellaneous consultation during the Project, including discussion with the contractor to emphasize proper treatment of concrete. Provide all compaction tests per plan, specifications, and regulations per LAPM and the QAP. Provide nuclear compaction testing and provide geotechnical soil testing as necessary.
- Provide coordination for traffic controller testing and other traffic signal equipment as needed.

**Task 6 – Surveying/Geotechnical**

FCG has a time-tested quality management plan we apply to our construction management and inspection services. FCG stakes its reputation on meeting and exceeding the expectations of our clients. FCG team members are familiar with Caltrans Standard Specifications Requirements and perform a quality review of project records in the beginning to make sure the records are set up per the applicable Caltrans LAPM Chapters 15, 16 and 17 as follows:

**Materials Sampling & Testing**

All testing will be conducted in a Caltrans Certified Laboratory located less than 30 minutes from the project. Our team will work in collaboration with other members of the project team to achieve your project objectives. One of the key elements in meeting the project needs is assigning staff with requisite qualifications and experience in performing Geotechnical observation and material testing services.

**Quality Assurance Plan**

Sampling and fabrication of concrete cylinders will be performed in accordance with the Quality Assurance Plan (QAP) and the Caltrans Construction Manual, Chapter 6. We will have one Caltrans certified tester at the batch plant and two in the field. One tester will measure temperature and perform Kelly Ball, unit weight and air content tests. The other tester will fabricate 5 compression cylinders for each pour.

For AC pavement during production startup, which is the first night of Asphalt Placement of a particular mix both QC & QA will split a sample and run test independently. Test results will be submitted to the Resident Engineer for review and approval of the mix design. After production startup, we will sample and test independently of each other. Testing frequencies and turnaround time for reporting test result will be done with the current version of The Caltrans Construction manual.

**Quality Assurance Surveying**

Under the direction of the Resident Engineer and FCG inspector will coordinate with the Contractor for verification of Contractor's staking, layouts, controls, spot check reference points, and finished work. Surveyor will acquire the horizontal control and record maps from the City and identify existing survey monuments/right-of-way.

*In addition, all FCG field staff are experienced with performing survey verification utilizing survey equipment and tools such as a hand-held level and a 5' foldable ruler.*

**Task 7 - Utility & Outside Agency Coordination**

- Generate and provide list to RE stating all Utility Owners to be invited to Pre-Con Meeting. – Utility Owners, LA County Fire Department, Waste Management.
- Review & Coordinate all Utility Owners scope of work at the construction conference and review for conflicts phasing, staging of work. (who's doing traffic control, coordination with GC), encroachment permits.
- Maintain Utility Matrix – relocations, easements, rights, etc.
- Coordinate relocations
- Review/provide comments to utility owner relocation plans
- Manage Encroachment Permits

**Task 8 - Project Closeout**

The FCG team will provide the appropriate level of inspections to ensure all punch-list work is completed, safety issues are resolved, final acceptance of the contract is granted, and all necessary paperwork and reports are completed to the standards of the City. The FCG team will assist the City with completing all closeout forms per Chapter 17 of the Caltrans Local Assistance Procedures Manual, provide the City with hard and electronic copies of the project files, and all materials records after acceptance as follows:

- Coordinate a final walk-through, prepare punch list, certify completion of the Project and recommend acceptance.
- Transmit Record Drawings (As-Builts) from the engineer of record to the City.
- Finalize record drawings/As-Builts, contract bid items, claims, change orders and punch list items.
- Prepare all final reports, including report of completion for acceptance of the Project.
- Finalize and deliver all construction files to the City for archives.
- Provide electronic copy of all reports and construction files to City.
- Provide electronic version of all record drawings and files in PDF file format.
- Address all unresolved issues including, but not limited to, change orders, claims, etc.
- Complete documentation required by Caltrans, LA Metro and the City.

**As-Built Plans**

The FCG team will maintain as-built plans on an on-going basis throughout the duration of the Project. Red-lined plans will show all changes made to the contract plans, will present name of change approver, and CCO number. We will also ensure Contractor is tracking as-builts, and at the end of the Project, our construction management team will combine information into one set of drawings.

**Federal Review**

The FCG team has participated in several federal reviews with Caltrans and the Local Assistance Office and presented the project documents impressively every time. The PM|RE is a former employee of Caltrans in Los Angeles and is very experienced with documentation of construction projects per the Local Assistance Procedures Manual. Mr. Fakhouri will ensure all project files are maintained per the LAPM in project folders and in electronic form. Mr. Fakhouri will represent the City throughout the entire project, from pre-construction, during construction and through post-construction.

**RESOURCE MATRIX**

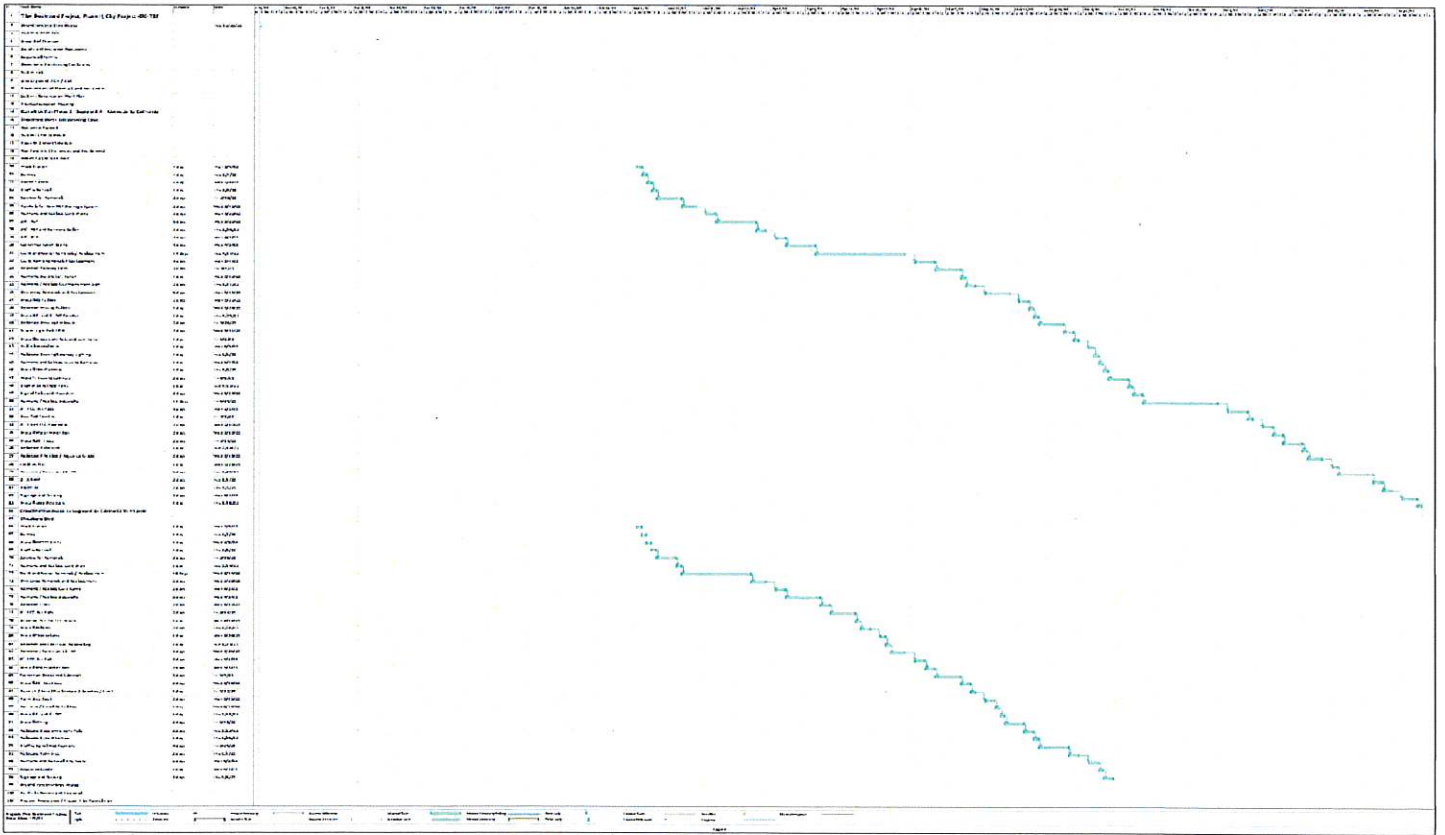
A resource matrix is provided below which lists detailed tasks in rows, the individual assigned to each task, and the number of hours associated with each task.

Project Activities	Project Manager   Resident Engineer	Construction Inspector	Office Engineer
<b>Pre-Construction Tasks</b>			
Review Baseline Schedule and Monthly Schedule Updates	8		
Review Project Budget including anticipated Change Orders	8		
Perform a thorough Constructability Review prior to bid	2		
Review advertising and bid documents and analyze results	8		
Prepare and conduct Pre-Construction and utility meetings	8		8
Prepare construction contract administration documents	8		
Setup coordination meetings with Contractor and utilities	8		8
Review Submittals During Move-in Period	14		
Prepare progress payments documents and quantity sheets	8		12
Monitor spending and produce funding compliance reports	8		
Setup and maintain project records and files			12
	80	0	40
<b>During Construction Tasks</b>			
Review look-ahead and updates of schedule submittal for work activities	32	32	
Conduct field visits prior to construction of upcoming phases	32	32	
Prepare a monthly status report to the City	32	40	88
Perform SWPPP inspection and report documentation	32	40	
Perform daily field inspection and report documentation	80	816	
Review Contractor certified payroll and DBE participation	24		280
Review Contractor As-Built plans monthly	24	40	
Communicate with other agencies and coordinate work	40	40	88
Contact and coordinate with involved utility companies	24		
Review Submittals, RFI's, and Payment and CCO requests	48	40	
Coordinate lane closures with Contractor and City	24	40	
Perform quality assurance of all materials to be used	32	40	
Perform Air and Water Quality testing (as needed)	24		
Coordinate materials sampling and testing	24	40	88
Inspect and enforce Safety measures and procedures	40	60	
Review Final As-Built plans	24	60	
Perform quality surveying verification	24	60	
Document and Log materials test results and reports	24	20	88
Negotiate and process change orders	44		
Perform monthly cost estimates for payment and CCO's	60	20	
Monitor changes to project and document for claims	32	20	88
	720	1440	720
<b>Post Construction Tasks</b>			
Produce first, secondary, and final punch list to Contractor	20		15
Approve final As-Built's and deliver to the City	20		15
Perform the final walk-through and accept the project	20		10
Produce project files and closeout forms	20		
	80	0	40
<b>Total Anticipated Hours</b>	<b>880</b>	<b>1440</b>	<b>800</b>



SECTION III: SCOPE OF WORK & PROJECT UNDERSTANDING

PROPOSED PROJECT SCHEDULE





## SECTION IV: FEE PROPOSAL

### FEE PROPOSAL

Our Fee Proposal has been submitted in a separate sealed envelope and includes all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee.





**Trusted Partner  
for  
Construction  
Management and  
Inspection Services**

---

*Grade Separations  
Railroad  
Transit  
Highways  
Freeways  
Bridges  
Water Lines  
Sewer Lines  
Wastewater  
Street Lighting  
Signalized Intersections  
Fiber Optics  
Landscape  
Hardscape  
Striping  
SWPPP*

---

*Capital Improvements  
Public Works  
Transportation  
Design-Build  
CMGC  
Ports  
Airports  
School Districts*



22885 Savi Ranch Parkway, Suite G  
Yorba Linda, California 92887  
Tele | 714.312.0317  
Fax | 714.312.0793  
[www.fcgconsultants.com](http://www.fcgconsultants.com)

## EXHIBIT B



January 9, 2023

City Clerk's Office  
Attn: Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works  
City of South Gate  
8650 California Avenue  
South Gate, CA 91340

**Subject: Construction Management and Inspection Services on the Firestone Boulevard Regional Corridor Capacity Enhancements Project (The Boulevard Project), Phase II; City Project No. 476-TRF**

Dear Mr. Cervantes,

Please find enclosed our cost proposal for Construction Management and Inspection Services on the Firestone Boulevard Regional Corridor Capacity Enhancements Project (The Boulevard Project), Phase II.

Enclosed is a Not-to-Exceed fee proposal for \$208,042.23. We have based our cost proposal on a projected construction schedule and CM activities schedule as shown in the resource matrix table hours which is based on Pre-Construction, During Construction, and Post Construction activities as shown in the proposal.

We trust this satisfies the requirements of the City. Should you need further information or clarification, please do not hesitate to contact us directly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Maha 52'.

Maha Alfakhouri  
President / CEO

/Attachments



CITY OF SOUTH GATE  
 FCG CONSULTANTS, INC. FEE PROPOSAL FOR  
 Firestone Boulevard Regional Corridor Capacity Enhancements Project  
 CITY PROJECT NO. 476-TRF

Segment A

Task/Classification	Resident Engineer/Structures Representative (Hrs)	Construction Observer/Inspector (Hrs)	Office Engineer/Labor Compliance	Other (Identify by title and add columns where needed (Hrs)	Total Hours	Sub Consultant Fees	Total Cost
Hourly Rate	\$234.72	\$147.87	\$100.93				
Pre-Construction Services	16	0	8		24		\$4,562.96
Construction Management	93	0	25		118		\$24,352.21
Construction Observation	0	257	0		257		\$38,002.59
Labor Compliance	8	0	40		48		\$5,914.96
Material Testing Services	0		0		0	\$15,000.00	\$15,000.00
Traffic Engineering	0	0	0		0	\$6,000.00	\$6,000.00
Surveying	0	0	0		0	\$10,000.00	\$10,000.00
Utility and Outside Agency Coordination	8		0		8		\$1,877.76
Project Close-Out	16	0	8		24		\$4,562.96
Totals	141	257	81		479		\$110,273.44



CITY OF SOUTH GATE  
 FCG CONSULTANTS, INC. FEE PROPOSAL FOR  
 Firestone Boulevard Regional Corridor Capacity Enhancements Project  
 CITY PROJECT NO. 476-TRF

**Segment B**

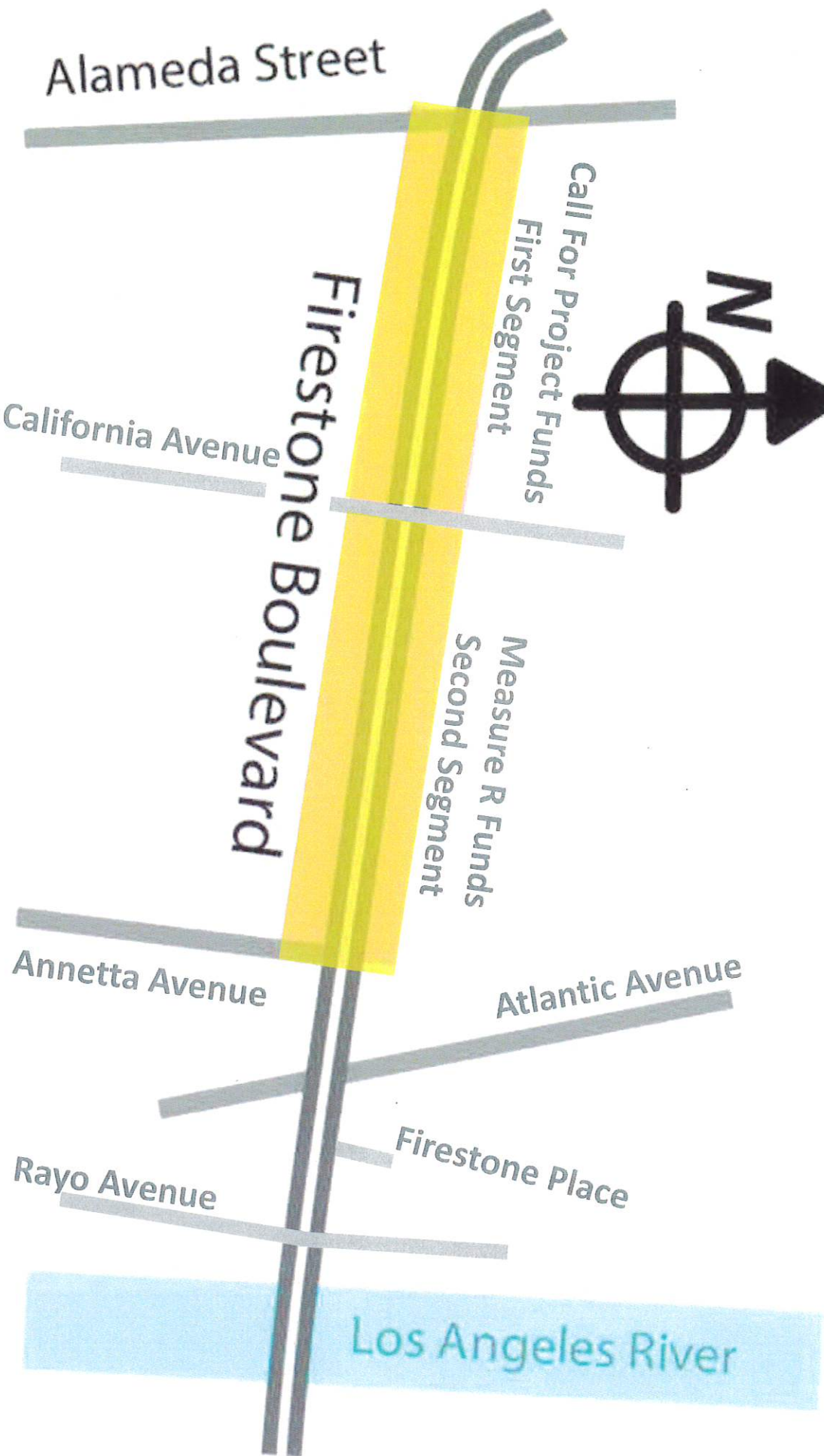
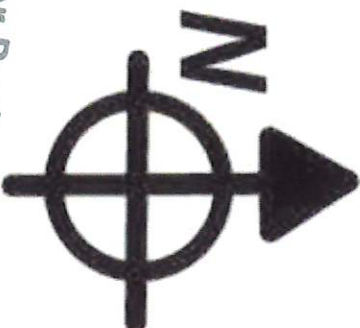
Task/Classification	Resident Engineer/Structures Representative (Hrs)	Construction Observer/Inspector (Hrs)	Office Engineer/Labor Compliance	Other (Identify by title and add columns where needed (Hrs))	Total Hours	Sub Consultant Fees	Total Cost
Hourly Rate	\$234.72	\$147.87	\$100.93				
Pre-Construction Services	16		8		24		\$4,562.96
Construction Management	93		20		113		\$23,847.56
Construction Observation	0	257	0		257		\$38,002.59
Labor Compliance	8	0	40		48		\$5,914.96
Material Testing Services	0		0		0	\$10,000.00	\$10,000.00
Traffic Engineering	0	0	0		0	\$4,000.00	\$4,000.00
Surveying	0	0	0		0	\$5,000.00	\$5,000.00
Utility and Outside Agency Coordination	8		0		8		\$1,877.76
Project Close-Out	16	0	8		24		\$4,562.96
Totals	141	257	76		474		\$97,768.79

**ATTACHMENT B - BUDGET SUMMARY**

**(CC Action)**

	Call for Project	City Funds	Prop C LR	Measure R (MOU)	Measure R LR	Total Budget
<b>Total Project Budget</b>	\$ 1,025,368	\$ 211,267	\$ 417,219	\$ 984,497	\$ 1,500,000	\$ 4,138,351
Design Phase	\$ 60,277		\$ 70,186	\$ 42,294		\$ 172,757
Amendment 6 Willdan	\$ 17,900			\$ 17,875	\$ 5,000	\$ 40,775
Construction Contract	\$ 761,000	\$ 146,000	\$ 172,000	\$ 814,083	\$ 1,224,371	\$ 3,117,454
Construction Contingencies	\$ 80,000	\$ 9,000	\$ 151,000	\$ 60,000	\$ 20,000	\$ 320,000
Construction Management	\$ 44,000	\$ -	\$ 24,000	\$ 50,043	\$ 90,000	\$ 208,043
CM Contingencies		\$ 11,000			\$ 10,000	\$ 21,000
Other Costs*	\$ 62,191	\$ 45,267	\$ 33	\$ 202	\$ 150,629	\$ 258,322
<b>Total Project Costs</b>	\$ 1,025,368	\$ 211,267	\$ 417,219	\$ 984,497	\$ 1,500,000	\$ 4,138,351

\*Misc. Costs include items such as staff time, project management, field operation costs, etc.



*Project Construction Impacted Area*

**FIRESTONE BOULEVARD REGIONAL CORRIDOR CAPACITY ENHANCEMENTS PROJECT**

FEB 08 2023  
12:30 pm

**City of South Gate**  
CITY COUNCIL

**AGENDA BILL**

For the Regular Meeting of: February 14, 2023

Originating Department: Public Works

Department Director: Arturo Cervantes City Manager: Chris Jeffers <sup>(Ae)</sup>  
Chris Jeffers

**SUBJECT: PURCHASE OF THREE VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS**

**PURPOSE:** To request authorization to purchase three vehicles. The Fiscal Year 2022/23 Operations Budget includes funding to replace maintenance vehicles for the Department of Public Works.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Authorizing the purchase of a 2022 Ford F-250 Pickup Truck from Performance Ford, in an amount not-to-exceed \$70,387 for the Streets and Sewers Division and appropriating \$15,387 in Capital Asset & Equipment Replacement Funds to fully fund the purchase;
- b. Authorizing the purchase of a 2022 Ford F-250 Pickup Truck from Performance Ford, in an amount not-to-exceed \$78,094 for the Streets and Sewers Division and appropriating \$23,094 in Capital Asset & Equipment Replacement Funds to fully fund the purchase;
- c. Authorizing the purchase of a 2022 Ford F-250 Pickup Truck from Norm Reeves Ford, in an amount not-to-exceed \$60,596 for the Facilities Division and appropriating \$11,096 in Capital Asset & Equipment Replacement Funds to fully fund the purchase; and
- d. Authorizing the City Manager to execute the documents necessary to purchase the vehicles in forms acceptable to the City Attorney.

**FISCAL IMPACT:** There is no impact to the General Fund. The purchase and replacement of the three vehicles are budgeted in the Fiscal Year 2022/23 Operating Budget in the total amount of \$159,500. An appropriation is required in the total amount of \$49,577, as summarized below.

Vehicle	Capital Asset Replacement Fund Acct. 523-713-31-9003	Capital Asset Replacement Fund Acct. 523-714-25-9003	Appropriation	Total
2022 Ford F250	\$55,000		\$15,387	\$70,387
2022 Ford F250	\$55,000		\$23,094	\$78,094
2022 Ford F250		\$49,500	\$11,096	\$60,596
<b>Total</b>	<b>\$110,000</b>	<b>\$49,500</b>	<b>\$49,577</b>	<b>\$209,077</b>

**ANALYSIS:** The Public Works Department (“Department”) has a Fleet Master Plan that includes a replacement schedule and recommendations for the Department’s fleet. As a part of the annual budgeting process, the City Council approved a total of \$159,500 to purchase three vehicles to be utilized by the General Maintenance, Electrical Division, and Streets and Sewers Division. The

approval was based on quotes that were obtained in March of 2021. However, due to material and vehicle shortages, the price of work trucks has increased. The total increase for all three vehicles is \$49,577. As such, an appropriation in the amount of \$49,577 is requested.

The City’s purchasing policy requires three bids to procure vehicles. Staff reached out to three dealerships for quotes and only received one quote per vehicle due to supply chain issues occurring with auto dealers. Staff recommends that the vehicles be purchased without further bidding under the exemptions provided by Section 1.54.510 of the South Gate Municipal Code, which provides exemptions from formal and informal bidding procedures. The code stipulates an exemption is allowed from bidding when competition for formal bids does not exist, further, when the director of finance determines, with the concurrence of the city manager, that due to the nature of the supplies, equipment or services, formal bidding is not likely to result in the lowest price. The City Manager and Director of Administrative Services concur an exemption is warranted due to the supply chain issues occurring and the inability of auto dealers to provide quotes which does not produce a competitive price opportunity.

**BACKGROUND:** The Department operates a fleet of 80 vehicles which are utilized for operations and maintenance of City infrastructure. Reliability of the fleet is key to ensuring infrastructure is properly maintained and managed. The Department’s fleet is aging, and reliability has become a concern. Some vehicles are over 20 years old, break down often, and are costly to maintain.

The Department prepared a Fleet Master Plan (“Plan”). The Plan aims to reduce the costs of operating and maintaining the City’s fleet of vehicles, and to provide safe, reliable, and productive vehicles. The Plan provides recommended life cycles for vehicle replacements. Replacing vehicles according to recommended life cycles allows for the lowest cost of ownership. New vehicles offer benefits such as reliability, reducing fuel consumption and emissions, and increased safety due to more airbags, safety sensors, and cameras.

The proposed vehicle replacements are consistent with the Plan. The three trucks proposed to be replaced listed below, have exceeded their recommended life cycles, are unreliable and require frequent maintenance. Staff recommends replacing them. The proposed trucks will support the Streets and Sewers Division and the Electrical Maintenance Division. They will be used for jobs such as sidewalk grinding, emergency sewer backups, traffic control, electrical maintenance and repairs, and special event support. The proposed vehicle replacement plan is listed below.

<b>Proposed Vehicle Replacement Plan</b>				
<b>Existing</b>				<b>Proposed</b>
<b>Division</b>	<b>Unit No.</b>	<b>Year, Make &amp; Model</b>	<b>Mileage</b>	<b>Year, Make &amp; Model</b>
Streets and Sewers Division	232	1998 Ford F150	97K	2022 Ford F250 Utility Truck
	242	1990 Ford F150	113K	
Electrical	655	1999 Ford F150	140K	

- ATTACHMENTS:**
- A. Unit 232, 2022 Ford F250 Utility Truck, Quote from Performance Ford
  - B. Unit 242, 2022 Ford F250 Utility Truck, Quote from Performance Ford
  - C. Unit 655, 2022 Ford F250 Utility Truck, Quote from Norm Reeves Ford

AM:lc



**PERFORMANCE FORD  
QUOTE**

2000 E GARVEY AVE WEST COVINA 91791

**INVOICE**

**DATE BILLED**

10-25-2022

CITY OF SOUTH GATE  
8650 CALIFORNIA AVE  
SOUTH GATE CA,90280  
PO

**YEAR**  
**MAKE**  
**MODEL**

2022  
FORD  
F250

**VIN#**

**SALES PRICE**

\$ 63835.00

**SALES TAX 10.25**

\$6543.08

**TIRE FEE AND DOC**

\$ 8.75

**TOTAL AMOUNT DUE**

\$ 70,386.83

If you should have any questions regarding this Invoice please contact Manny Hernandez-Fleet Manager

**VEHICLE DELIVERY RECEIPT**

---

Vehicle received by (Sign and Print Name)

Date

#242

**PERFORMANCE FORD  
QUOTE**

2000 E GARVEY AVE WEST COVINA 91791

**INVOICE**

**DATE BILLED**

**10-25-2022**

**CITY OF SOUTH GATE  
8650 CALIFORNIA AVE  
SOUTH GATE CA, 90280  
PO**

<b>YEAR</b>	<b>2022</b>
<b>MAKE</b>	<b>FORD</b>
<b>MODEL</b>	<b>F250</b>
<b>VIN#</b>	
<b>SALES PRICE</b>	<b>\$ 70825.00</b>
<b>SALES TAX 10.25</b>	<b>\$7259.56</b>
<b>TIRE FEE AND DOC</b>	<b>\$ 8.75</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$78093.31</b>

If you should have any questions regarding this Invoice please contact Manny Hernandez-Fleet Manager

**VEHICLE DELIVERY RECEIPT**

Vehicle received by (Sign and Print Name)

Date

**Payment Detail Retail**

<b>Buyer:</b> City Of Southgate  South Gate, CA 90280  Home #  Work # (562) 755-6503	<b>Co-Buyer:</b>    Home #  Work #	<b>Deal #:</b> 315222  <b>Deal Date:</b> 10/18/2022  <b>Print Time:</b> 11:17:51 AM  <b>Salesperson:</b> Covarrubias, Enrique
---	--	---

<b>Vehicle</b>				
New	<input type="checkbox"/>			
Used	<input type="checkbox"/>	Stock #:	Description:	VIN: Mileage:
Demo	<input type="checkbox"/>	0		

<b>Trade</b>	
Vehicle:	0
VIN:	
Mileage:	
Allowance:	
Payoff:	

<b>Sale Price:</b>	<b>54,740.00</b>	<b>Sale Info.</b>	<b>Finance Info.</b>
Total Financed Aftermarkets:	0.00	Total Sale Price .....	Cancellation Option Fee ... 0.00
Total Trade Allowance:	0.00	Extended Warranty(s) .....	Rate .....
Trade Difference:	54,740.00	GAP .....	0.00
		Total Sale .....	0 mos.
Documentary Charge:	85.00	Total Fees .....	Scheduled Payment Amt.. 60,595.31
State & Local Taxes:	5,619.56	Total Price w/fees ....	Final Payment .....
Total License and Fees:	150.75	Trade Allowance .....	0.00
Total Cash Price:	60,595.31	Trade Difference .....	0.00
		Payoffs.....	0.00
Total Trade Payoff:	0.00	Trade Equity .....	0.00
Delivered Price:	60,595.31	Cash Down + Deposit..	0.00
		Rebates.....	0.00
Cash Down + Deposit	0.00	Total Down .....	0.00
Unpaid Balance:	60,595.31		
		<b>Total Sale: 54,740.00</b>	<b>Total Amt Financed: \$60,595.31</b>

<input type="checkbox"/> Cash	Amount: \$ _____
<input type="checkbox"/> Check	Amount: \$ _____
<input type="checkbox"/> CC - MC / VISA / Discover / AMEX	Amount: \$ _____

KTP-002746 CA 9-NORMALL DR, 202746, N1152 11048

ULN CERT SEVIN CRPT TRD PAMP BUMP CAME BCL P EXPT BOTA

008297 2415/2607 1FD7X2A61 NEF91129 NB



Go Further  
ford.com

VEHICLE DESCRIPTION

**SUPER DUTY**

NE F91129

2022 F250 SRW 4X2 SUPERCRAB XL 164" WB STYLESIDE 6.2L EFI V-8 ENGINE 8-SPEED AUTOMATIC TRANS G

EXTERIOR OXFORD WHITE  
INTERIOR MEDIUM EARTH GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

**EXTERIOR**

- BOX RAIL/TAILOUT MOLDINGS
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAIL GATE
- PICKUP BOX, TIE DOWN HOOKS -NA W/BOX DLT
- SPARE TIRE AND WHEEL LOCK -NA W/BOX DLT
- TOW HOOKS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

**INTERIOR**

- 60/40 FOLD-UP REAR BENCH SEAT
- AIR COND, MANUAL FRONT
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO
- VINYL SUN VISORS

**FUNCTIONAL**

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- MYKEY
- REAR VIEW CAMERA
- NA W/BOX DLT
- TWIN I-BEAM INDEPENDENT FRT SUSPENSION W/STAB BAR

**SAFETY/SECURITY**

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK PASS ANTI THEFT
- SOS POST-CRASH ALERT SYS™

**WARRANTY**

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

**OPTIONAL EQUIPMENT/OTHER**

- PREFERRED EQUIPMENT PKG.500A  
6-SPEED AUTOMATIC TRANS G  
3.73 RATIO REGULAR AXLE  
POWER EQUIPMENT GROUP  
PICKUP BOX DELETE  
FRONT LICENSE PLATE BRACKET  
STX APPEARANCE PACKAGE  
.1T273/65R18E BSW ALL SEASON  
.CRUISE CONTRL  
.BRIGHT GRILLE  
.SILVER CAST ALUM WHEELS-18"  
4G LTE WI-FI HOTSPOT REMOVAL  
10000# GVWR PACKAGE  
50 STATE EMISSIONS  
SPARE TIRE AND WHEEL  
TRAILER BRAKE CONTROLLER  
TELESCPING TT MIRR-POWER/HTD SIG  
JACK  
REAR STAB BAR W/ AUX SPRINGS  
UPFITTER SWITCHES  
200AMP/6.2LV240CMP(6.7L) ALTR  
REAR VIEW CAMERA & PREP KIT

(MSRP)

- NO CHARGE
- NO CHARGE
- 1,100.00
- 625.00
- NO CHARGE
- 2,010.00
- 
- 
- 20.00
- NO CHARGE
- 235.00
- 300.00
- 
- 125.00
- 165.00
- NO CHARGE
- 415.00

**PRICE INFORMATION**

- BASE PRICE \$41,980.00  
TOTAL OPTIONS/OTHER 3,765.00  
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 45,745.00 1,795.00

(MSRP)

EPA DOT

Fuel Economy and Environment

**FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE**

**fueleconomy.gov**

Calculate personalized estimates and compare vehicles



The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford™. See in-vehicle settings for connectivity options.

\*Based on 1977-2021 CY total sales.  
\*\*FordPass Connect (optional) is not sold separately. The FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability, device technology/cellular network/vehicle capacity may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [www.FordOwner.com](http://www.FordOwner.com).



**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

SIAM DR FULT 15NF91129 TO 46029



[www.Ford.com/tech/privacy.html](http://www.Ford.com/tech/privacy.html)

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

**SPECIAL ORDER**  
NJ152 N RB X 275 002746 09 15 22

10/18/2022



# ROYAL TRUCK BODY

24200 S. MAIN STREET  
 CARSON, CA 90745  
 PHONE: 562-633-9951  
 FAX: 866-346-6103

QUOTATION		0453161	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
10/10/2022	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
YC	CU	CU	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			TAX SCHED
***CITY OF SOUTHGATE***			CA LA

CUSTOMER NO: CER FOR

S CERRITOS FORD O 18900 STUDEBAKER RD. L Cerritos, CA 90703	S CERRITOS FORD H 18900 STUDEBAKER RD. I Cerritos, CA 90703 P
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CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO		
	NET 30	ROYAL	10/10/2022	JORGE V			
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE
Ford	22	F250-164	WHITE	56			4X2 SRW
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE	
TPW 9/19	1FD7X2A61NEF91129	49	15	79	Gasoline	Extended	

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	<input type="checkbox"/> STREET SIDE VO <input type="checkbox"/> CURB SIDE VO 2022/POOL UNIT/FORD/F250-164/SRW/SUPER CAB CHASSIS/56"CA		
1	40-VO-98-IML 40"H ROYAL BODY w/OPEN TOP LID WITH INTERNAL MASTER LOCK 98" SYSTEM FEATURING A TWIST HANDLE THAT CAN BE LOCKED WITH CUSTOMER SUPPLIED PADLOCK ENABLING ADDITIONAL SECURITY, ONE-KEY SOLUTION AUTOMOTIVE LOCK PKG, ALUMINUM LID COVERS, APPEARANCE PACKAGE, 8" RECESSED ROYAL BUMPER, LED LEGAL LIGHT PKG. REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS BOTH SIDES, 4 TIE DOWNS IN BED AREA. WEIGHT CERT. PAINTED WHITE AND INSTALLED.	8,651.0000	8,651.00
1	R-12-98-15-ECC EXT/CREW FORKLIFT ACCESSIBLE RACK 98"	1,688.0000	1,688.00
2	62411-009 ECCO 7160A 4" HIGH BEACON - MOUNT ON EACH CORNER OF RACK	695.0000	1,390.00

Continued

**SALES ORDER # 0453161**

\*\*\*\*QUOTE VALID FOR 30 DAYS\*\*\*\*



# ROYAL TRUCK BODY

24200 S. MAIN STREET  
 CARSON, CA 90745  
 PHONE: 562-633-9951  
 FAX: 866-346-6103

QUOTATION			0453161
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
10/10/2022	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
YC	CU	CU	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			TAX SCHED
***CITY OF SOUTHGATE***			CA LA

S CERRITOS FORD O 18900 STUDEBAKER RD. L Cerritos, CA 90703		CUSTOMER NO: CER FOR	
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CUST ORDER NO	TERMS	SHIP VIA	TRUCK ETA	CUSTOMER NAME	CUSTOMER PHONE NO		
	NET 30	ROYAL	10/10/2022	JORGE V			
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE
Ford	22	F250-164	WHITE	56			4X2 SRW
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE	
TPW 9/19	1FD7X2A61NEF91129	49	15	79	Gasoline	Extended	

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE VO CURB SIDE VO		
1	M-1 VISE BRACKET, 12" X 7", STAINLESS STEEL	432.0000	432.00
1	H-4 7 BLADE/ 4 PIN TRAILER CONNECTOR *****UTILIZE FORD FACTORY HITCH*****	223.0000	223.00
1	CAMF2 CAMERA FORD PICK UP BED DELETE ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION**** ***CHASSIS MUST BE EQUIPPED WITH FACTORY REAR VIEW CAMERA PROVISIONS***	409.0000	409.00
1	MK98FSG FORD GAS MOUNTING KIT 98 SINGLE	0.0000	0.00

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

RECEIVED BY (PRINT NAME) \_\_\_\_\_  
 RECEIVED BY (SIGN) \_\_\_\_\_ DATE \_\_\_\_\_

Freight:	150.00
Net Order:	12,793.00
Sales Tax	
LOS ANGELES - 9.50%:	0.00
<b>GRAND TOTAL:</b>	<b>12,943.00</b>

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0453161**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.



# ROYAL TRUCK BODY

24200 S. MAIN STREET  
 CARSON, CA 90745  
 PHONE: 562-633-9951  
 FAX: 866-346-6103

QUOTATION		0453161	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
10/10/2022	POOL-PAR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
YC	CU	CU	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			TAX SCHED
***CITY OF SOUTHGATE***			CA LA

S CERRITOS FORD O 18900 STUDEBAKER RD. L Cerritos, CA 90703				CUSTOMER NO: CER FOR				S CERRITOS FORD H 18900 STUDEBAKER RD. I Cerritos, CA 90703 P			
CUST ORDER NO		TERMS		SHIP VIA		TRUCK ETA		CUSTOMER NAME		CUSTOMER PHONE NO	
		NET 30		ROYAL		10/10/2022		JORGE V			
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG		DEF TANK LOC	AXLE TYPE			
Ford	22	F250-164	WHITE	56				4X2 SRW			
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE			
TPW 9/19	1FD7X2A61NEF91129			49	15	79	Gasoline	Extended			
QTY	PART NO./DESCRIPTION						UNIT PRICE	EXT PRICE			
	STREET SIDE VO      CURB SIDE VO										

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

RECEIVED BY (PRINT NAME) \_\_\_\_\_  
 RECEIVED BY (SIGN) \_\_\_\_\_ DATE \_\_\_\_\_

Freight:	150.00
Net Order:	12,793.00
Sales Tax	
LOS ANGELES - 9.50%:	0.00
<b>GRAND TOTAL:</b>	<b>12,943.00</b>

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0453161**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

FEB 01 2023

8:00 pm

# City of South Gate

CITY COUNCIL

## AGENDA BILL

For the Regular Meeting of: February 14, 2023  
Originating Department: City Manager's Office

City Manager: Chris Jeffers City Manager: Chris Jeffers

**SUBJECT: CITY COUNCIL APPOINTMENTS TO THE VARIOUS CITY COMMISSIONS, COMMITTEES AND BOARDS**

**PURPOSE:** Under the South Gate Municipal Code, City Council Members are permitted to nominate individual or individuals to various City Commissions or Boards subject to the ratification of the City Council. This agenda item contains several nominations by City Council Members to fill vacancies on these Commissions and Boards.

**RECOMMENDED ACTION:** The City Council will consider:

- a. Ratifying the nomination of City Council Member Joshua Barron of Ms. Mayra Castaneda to the Citizen Advisory Committee;
- b. Ratifying the nomination of City Council Member Joshua Barron of Ms. Miriam Ruiz Garcia to the Citizen Advisory Committee;
- c. Ratifying the nomination of City Council Member Joshua Barron of Ms. Rosa Delgado to the Citizen Advisory Committee;
- d. Ratifying the nomination of City Council Member Joshua Barron of Mr. Andres Gonzalez to the Citizen Advisory Committee; and
- e. Ratifying the nomination of City Council Member Joshua Barron of Ms. Michelle Montes to the Tweedy Mile Advisory Board.

**FISCAL IMPACT:** None.

**ANALYSIS:** These appointments would be effective February 15, 2023, if approved by the City Council. The appointments must be ratified by a majority vote of the City Council.

Ms. Mayra Castaneda is a 20-year resident of South Gate and a Registered Nurse.

Ms. Miriam Ruiz Garcia is a 28-year resident of South Gate and a Registered Nurse.

Ms. Rosa Delgado is a 16-year resident of South Gate, a medical office Program Director and teacher at a Career College, and block watch Captain.

Mr. Andres Gonzalez is a 17-year resident of South Gate and a Senior Services Supervisor with the City of South El Monte.



Ms. Michelle Montes is a 40-year resident of South Gate and a Director of Operations for Skechers, USA.

**BACKGROUND:** In accordance with the MADDY Act, the City posted the opening of the positions and accepted applications from the public for the required 20 days prior to appointment. Due to the recent elections, all appointments for the effective elected offices are considered ended when the new term begins pursuant to the South Gate Municipal Code. In this case, the effective offices are those of Council Members Joshua Barron and Al Rios. Individuals previously holding positions on the City's Commissions and Boards prior to the new City Council terms beginning can be reappointed or new individuals may be nominated by the City Council Member.

In addition, under the South Gate Municipal Code, vacancies can occur due to resignations or absences by an appointee. In those cases, the nomination of a candidate is retained by the City Council Member and subject to ratification by the City Council.

**ATTACHMENT:** Roster of City Commissioners, Committee and Board Members

<b>Council Member</b> Revised: 04-19-22	<b>Planning Commission</b> \$125/Meeting 1 <sup>st</sup> & 3 <sup>rd</sup> Tuesday at 7 pm	<b>Parks &amp; Recreation Commission</b> \$75/Meeting 2 <sup>nd</sup> Thursday at 7 pm	<b>Civil Service Commission</b> \$100/Meeting As required	<b>Citizens Advisory Committee</b> \$25/Meeting Meets as needed	
<b>Maria del Pilar Avalos</b> 2739 Glenwood Place Cell: (562) 719-1337  Elected: 03-03-2020 End of Term: November 2024	<b>Ivy Duarte</b> 10521 Wright Road Cell: (323) 717-2214 <a href="mailto:lvym30@gmail.com">lvym30@gmail.com</a>  Appointed: 04-26-2022 Effective: 05-01-2022	<b>VACANT</b>  Appointed:	<b>Brigida Salinas</b>  Appointed: 10-27-2020	<b>VACANT</b>  Appointed:  <b>VACANT</b>  Appointed:	<b>VACANT</b>  Appointed:  <b>Janet Cazares</b> 8437 San Luis Avenue Cell: (323) 376-0102 <a href="mailto:jcazares6@yahoo.com">jcazares6@yahoo.com</a> Appointed:05-12-2020
<b>Joshua Barron</b> 8819 Beaudine Avenue Cell: (323) 791-5126  Elected: 11-08-2022 End of Term: November 2026	<b>Daisy Prieto</b> 9731 Bryson Avenue Cell: (323) 707-3629 <a href="mailto:daisyprieto@att.net">daisyprieto@att.net</a>  Appointed: 01-24-2023 Effective: 01-25-2023	<b>Lizette Ruiz</b> 10226 Kaufman Avenue Cell (323) 253-9417 <a href="mailto:iruuz@yahoo.com">iruuz@yahoo.com</a>  Appointed: 01-24-2023 Effective: 01-25-2023	<b>VACANT</b>  Appointed:	<b>VACANT</b>  Appointed:  <b>VACANT</b>  Appointed:	<b>VACANT</b>  Appointed:  <b>VACANT</b>  Appointed:
<b>Maria Davila</b> 10035 San Luis Avenue Cell: (323) 243-9947  Elected: 01-28-2003 End of Term: November 2024	<b>Jose Delgado</b> 3925 Tenaya Avenue Cell: (323) 702-1519 <a href="mailto:josegdelgado@hotmail.com">josegdelgado@hotmail.com</a>  Appointed: 01-10-2017	<b>Jennifer Cypert</b> 4718 Tweedy Boulevard Cell: (323) 829-0663 <a href="mailto:Jsc001@msn.com">Jsc001@msn.com</a>  Appointed: 02-10-2003	<b>William John Currie (Bill)</b>  Appointed: 01-27-2015	<b>Marie De Lourdes Castillo</b> 10036 San Antonio Avenue (323) 567-5572 <a href="mailto:titomi6281@sbcglobal.net">titomi6281@sbcglobal.net</a> Appointed: 02-18-2003  <b>Cyndi Esquivel</b> 4718 Tweedy Boulevard Cell: (323) 945-6712 <a href="mailto:cesquive@LAFLA.org">cesquive@LAFLA.org</a> Appointed: 04-12-2011	<b>VACANT</b>  Appointed:  <b>Anthony Zepeda</b> 5218 McCallum Avenue Cell: (323) 405-2006 <a href="mailto:anthonyzepeda10@yahoo.com">anthonyzepeda10@yahoo.com</a> Appointed: 05-27-2014
<b>Al Rios</b> 10408 Orange Avenue Cell: (323) 974-3540  Elected: 11-08-2022 End of Term: November 2026	<b>Jimmy Ozaeta</b> 2541 Kansas Avenue Cell: (213) 400-0897 <a href="mailto:jimmyozaeta@hotmail.com">jimmyozaeta@hotmail.com</a>  Appointed: 01-10-2023 Effective: 01-11-2023	<b>Edgar Pelayo</b> 10207 Mallison Avenue Cell: (323) 816-2904 <a href="mailto:eip64p@gmail.com">eip64p@gmail.com</a>  Appointed: 01-10-2023 Effective: 01-11-2023	<b>VACANT</b>  Appointed:	<b>VACANT</b>  Appointed:  <b>VACANT</b>  Appointed:	<b>VACANT</b>  Appointed:  <b>VACANT</b>  Appointed:
<b>Gil Hurtado</b> 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728  Elected: 03-03-2020 End of Term: November 2024	<b>Jovana Laborin</b> 3372 Seminole Avenue Cell: (323) 283-2631 <a href="mailto:jovanna_cortez@yahoo.com">jovanna_cortez@yahoo.com</a>  Appointed: 01-10-2023 Effective: 01-01-2023	<b>Alan D. Flores, II</b> 5255 Almira Road Cell: (213) 280-2672 <a href="mailto:laxxxII@yahoo.com">laxxxII@yahoo.com</a>  Appointed: 05-12-2020	<b>Robbie C. Hicklin</b>  Appointed: 04-28-2015	<b>Candice Esquivel</b> 4730 Tweedy Boulevard (323) 283-7733 <a href="mailto:ctesquivel81@yahoo.com">ctesquivel81@yahoo.com</a> Appointed: 05-12-2020  <b>Andrea Martinez</b> 10101 Hildreth Avenue Cell: (310)850-8528 <a href="mailto:martinezand13@gmail.com">martinezand13@gmail.com</a> Appointed: 01-24-2023	<b>Norma Mendoza</b> 8691 San Gabriel Avenue Cell: (562) 277-2992 <a href="mailto:norma.mendoza9@gmail.com">norma.mendoza9@gmail.com</a> Appointed: 05-12-2020  <b>Cynthia Chavez</b> 5204 Pendleton Avenue, Apt 6 cell: (323) 747-0076 <a href="mailto:cynchavez@gmail.com">cynchavez@gmail.com</a> Appointed: 05-24-2022

<b>Council Member</b>	<b>South Gate Tweedy Mile Advisory Board</b> 1 <sup>st</sup> Monday at 5 pm				
<b>Maria del Pilar Avalos</b> 2739 Glenwood Place Cell: (562) 719-1337  Elected: 03-03-2020 End of Term: November 2024	<b>Adolfo Varas</b> 10313 Jackson Avenue Cell: (626) 671-9947 <a href="mailto:varasadolfo@gmail.com">varasadolfo@gmail.com</a> Appointed: 03-22-2022 Effective: 04-01-2022				
<b>Joshua Barron</b> 8819 Beaudine Avenue Cell: (323) 791-5126  Elected: 11-08-2022 End of Term: November 2026	<b>VACANT</b>  Appointed:				
<b>Maria Davila</b> 10035 San Luis Avenue Cell: (323) 243-9947  Elected: 01-28-2003 End of Term: November 2024	<b>Angela Lucero</b> 10300 San Jose Avenue Cell: (323) 540-3426 <a href="mailto:Angela_lucero@sbcglobal.net">Angela_lucero@sbcglobal.net</a>  Appointed on 06-22-2021 <b>Term expires 06-22-2024</b>				
<b>Al Rios</b> 10408 Orange Avenue Cell: (323) 974-3540  Elected: 11-08-2026 End of Term: November 2026	<b>VACANT</b>  Appointed:				
<b>Gil Hurtado</b> 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728  Elected: 03-03-2020 End of Term: November 2024	<b>Sylvia Masushige</b> 8416 Beechwood Avenue Cell: (562) 755-6159 <a href="mailto:grandmasy101@hotmail.com">grandmasy101@hotmail.com</a>  Appointed: 05-12-2020 Term expires: 01-31-2023				

FEB 07 2023

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 14, 2023  
Originating Department: City Manager's Office

Police Lieutenant:  City Manager:   
Evelyn Garcia Chris Jeffers

**SUBJECT: AGREEMENT WITH ALTAMED FOR A THREE-YEAR BEHAVIOR HEALTH PILOT PROGRAM AT THREE SOUTH GATE MIDDLE SCHOOLS**

**PURPOSE:** To present a proposal from AltaMed seeking \$460,718 from the City of South Gate over a three-year period for a Behavior Health Pilot Program at three South Gate Middle Schools.

- RECOMMENDED ACTION:** The City Council will consider:
- a. Approving the Professional Services Agreement with AltaMed for a three-year Behavior Health Pilot Program at three South Gate Middle Schools not to exceed \$460,718;
  - b. Reallocating \$460,718 of American Rescue Plan Act funds set aside for possible Pocket Parks projects to the Mental Health Services account; and
  - c. Authorizing the Mayor to execute the agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** No impact to the General Fund. Funding for this program would come from the American Rescue Plan Act ("ARPA") funds.

**ANALYSIS:** AltaMed Health Services and the City of South Gate both recognize that the COVID-19 pandemic has had devastating effects on children, creating an urgent need for a mental health response in our region. In addition, many children and families in our service areas may be suffering from trauma due to impacts of the COVID-19 pandemic. Traumatic and grieving may be due to loss of family members, housing issues, lack of socialization, and negative economic impacts. Parents have also reported their children are experiencing declining mental health, as there has been a rise in mental health emergency room visits for children, and California is facing a shortage in behavioral health clinicians. Children are especially in need of a higher, more comprehensive level of care.

The COVID-19 pandemic has exacerbated the urgent need for expanding access to mental health services to children and youth in South Gate, California. The last Los Angeles County Community Health Impact Plan (CHIP) reported a 58% disparity in access to mental health care in Service Planning Area 7 ("SPA 7"), which includes South Gate, the highest of the regions, with a 51% disparity among the Latino/a population. In the city of South Gate, 95% of residents identify as Latino and 51% of residents live below 200% of the Federal Poverty Level. This population has

historically experienced economic and health access disparities. Additionally, nearly half of Los Angeles Unified School District (“LAUSD”) students have been chronically absent this school year, meaning they have missed at least 9% of the academic year (LA Times, 2022). Experts have pointed to compounding trauma from the COVID-19 pandemic and general feelings of isolation as reasons that students are absent from school. South Gate is home to 23 LAUSD schools, three of which are Middle Schools: South Gate Middle School, Southeast Middle School, and International Studies Learning Center. Combined, these middle schools service approximately 3,511 youth in our community (based on LAUSD reported enrollments for the 2021-2022 academic year) and have reported an average 26% increase in absences from the previous school year.

AltaMed Health Services and the City of South Gate have an opportunity to address a critical mental health issue for the youth in our community through this pilot program partnership. School-based health programs are vehicles for advancing health equity since vulnerable children often lack access to any preventive or treatment services and on-site care provisions at schools. When students gain access to mental health screenings and health education at school, they learn healthy habits and receive important follow up care. Only then, as their medical needs are addressed, can they focus on their academic performance.

Through this partnership with AltaMed, LAUSD, and the City of South Gate, AltaMed will bring behavioral health services to students and families directly to all three South Gate Middle Schools. AltaMed will retain behavioral health clinicians that will work on the school site, dependent on school capacities/scheduling and complete approximately 45 patient sessions a week at each school (9 per day/per school). With the goal of not interrupting instruction, AltaMed will focus on scheduling sessions during elective classes. Working in conjunction with school psychiatric social workers, AltaMed will integrate its behavioral health services to support students with continuous therapy, and connection to long-term therapy with outside agencies. Additionally, for the larger family unit, AltaMed’s Behavioral Health program will incorporate parent workshops. Managed by AltaMed’s social worker (MSW) intern or clinician, the workshops would help families cope with stress associated with COVID-19.

Throughout the three-year pilot program period, AltaMed anticipates they will accomplish 45 counseling sessions per week, per school site, and provide behavior health services to 1,500 students between all three middle schools. AltaMed will use their Customer Relationship Management Database to help measure the success of the program by tracking the following:

- The number of scheduled counseling sessions, completed sessions, and no-show rates.
- The number of individuals served.
- The number of individuals referred to a medical home.
- The number of completed parent workshops and client encounters.

By providing the much-needed mental health services to students directly at the school and providing families with therapy and the tools necessary to understand and deal with their child’s mental health, we can ensure that students and families will have an opportunity to thrive in our community.

The projected total for the three-year pilot program is \$895,628.73, with AltaMed covering \$434,911.31 and the City covering the remaining \$460,717.42 (\$153,572.47 annually) with ARPA approved funding. The breakdown of the costs is illustrated in the table below:

Item	Description	Total Project Cost *3 Year Total	Total Request from City of South Gate *3 Year Total
Personnel	2 LCSWs, 1 Case Manager <ul style="list-style-type: none"> <li>• 2 Licensed Clinical Social Workers for Year One</li> <li>• 1 Case Manager for Year One-Three</li> </ul>	\$680,376	\$320,376
Outreach Materials	Printable educational & marketing materials for: <ul style="list-style-type: none"> <li>• Counseling Sessions</li> <li>• Parent Workshops</li> <li>• Group Therapy</li> </ul>	\$15,000	\$15,000
Travel	Mileage for LCSWs, Case Manager and MSW Intern <ul style="list-style-type: none"> <li>• (est. mileage at \$0.575/mile per employee)</li> </ul>	\$20,865.60	\$20,865.60
Equipment	Laptops/Accessories, Phones <ul style="list-style-type: none"> <li>• Laptops/Phones (Year One)</li> <li>• Phones (Year One-Three)</li> </ul>	\$5947.44	\$6516.54
Office Supplies	Pens, Water, Snacks, etc.	\$9,000	\$9,000
Grants Manager	Grants Manager will coordinate with Department staff to report on outcomes and impact of this project.	\$9,000	\$9,000
	<b>Sub Total</b>	<b>\$740,189.04</b>	<b>\$380,758.14</b>
	<b>Indirect Costs @ 21%</b>	<b>\$155,439.69</b>	<b>\$79,959.20</b>
	<b>Total</b>	<b>\$895,628.73</b>	<b>\$460,717.42</b>

**BACKGROUND:** Established in 1969, AltaMed strives to eliminate disparities in health care access and outcomes by providing superior quality health and human services through an integrated delivery system for Latino, multi-ethnic, and often-overlooked communities in Southern California. Their mission and vision are carried through their core values: patients always come first; employees are their most valuable asset; encourage process excellence and innovation for quality outcomes; promote wellness and advocate for strong and healthy communities; integrity, honesty, and respect in all endeavors; and lastly, commitment to teamwork. At AltaMed, they believe that good health does not start and end at the doctor’s office. Access to convenient, culturally sensitive care is essential; but it takes so much more to help our communities grow healthy. It takes equitable access to schools, good jobs, healthy food, and essential services.

Promoting this change takes a community which is why AltaMed is committed to educating, engaging, and mobilizing their members, staff, partners, and leaders.

AltaMed Health Services has served South Gate residents with Behavioral Health programming since the opening of its South Gate clinic in 2017. AltaMed's Behavioral Health department supports community members with intervention programs serving 'mild to moderate' cases with sessions that may treat depression, anxiety, chronic medical conditions, postpartum depression, and recently diagnosed patients (with conditions like HIV and diabetes). AltaMed also operates a hotline that is marketed throughout its clinics, where patients can call and be brought in for assessment, intervention treatment, or referred out. Its behavioral staff works with community partners to make referrals for any crisis case.

In the year 2021, AltaMed leadership and staff began its strategic planning to implement a school-based behavioral health model in Los Angeles and Orange County school districts. This followed a need that was identified by AltaMed leadership who observed a shortage of behavioral health clinicians in medically underserved communities. The strategy was formed under AltaMed's Medical Director for Behavioral Health, Dr. Sandra Pisano's leadership and the Behavioral Health department worked with its various internal teams to design an executable model. Staff resources include contributions from AltaMed's Patient Financial Services, Marketing, Communications, and even its Dental department to create a model and structure that could be implemented at the school level with the student patient population. By Spring of 2021, AltaMed successfully obtained an MOU agreement with LAUSD.

**ATTACHMENT:** Proposed Agreement

**AGREEMENT BETWEEN THE CITY OF SOUTH GATE AND  
ALTAMED HEALTH SERVICES CORPORATION FOR USE OF  
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

This Agreement ("Agreement") is hereby made and entered into this 14th day of February, 2023, by and between the City of South Gate, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("CITY"), and AltaMed Health Services Corporation, a California domestic nonprofit corporation ("SUBRECIPIENT" or "CONTRACTOR"). The Grantee and Subrecipient are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS:**

- A. The American Rescue Plan Act ("ARPA") was signed into law in March 2021. ARPA provides funding for a number of different programs, including the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF"), to provide monetary support to local governments to respond to, mitigate, and recover from the COVID-19 public health emergency.
- B. On October 26, 2021, the South Gate 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 and safety, critical infrastructure, and city fiscal health.
- C. SUBRECIPIENT has been selected by the CITY to receive ARPA SLFRF Funds in order to implement a Mental Health Assistance Program Requiring Certified Counseling / Clinical Services, in accordance with the Proposal/Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference ("said program"). SUBRECIPIENT represents that it is qualified and willing to operate said program and certifies that the administration of said program carried out with funds provided under this Agreement will meet ARPA's objectives to respond to, mitigate, and recover from this historic COVID-19 public health crisis.
- D. SUBRECIPIENT agrees that it will adhere to the tasks and services as indicated in **Exhibit A** for said program. Failure to follow the requirements and meet the stated expectations may constitute breach of contract that could result in termination of this Agreement or serve as reason for the CITY to recapture the grant funds awarded to SUBRECIPIENT pursuant to this Agreement.



WHEREFORE, it is agreed by and between the parties that the foregoing Recitals are a substantive part of this Agreement and the following terms and conditions are approved and together with all exhibits and attachments hereto, shall constitute the entire Agreement between the CITY and SUBRECIPIENT:

I. ARPA PROGRAM PROVISIONS

A. Scope of Work. SUBRECIPIENT shall be responsible for the specific tasks and services of said program, and agrees to administer said program in compliance with the tasks and services as described in the Proposal/Scope of Work attached hereto as **Exhibit A**. SUBRECIPIENT's failure to perform as required may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds for said program or termination of this Agreement.

B. Term of Agreement. The term of said Agreement shall commence on February 20<sup>th</sup>, 2023, and continue through February 20<sup>th</sup>, 2026 ("Term"), unless terminated earlier pursuant to the terms of this Agreement. This Agreement shall also cover any and all services provided by the SUBRECIPIENT to the CITY since the date the ARPA SLFRF Funds were awarded to the CITY. Additionally, the Term of this Agreement may be extended by a writing executed by the City Manager, or designee, and the City Attorney.

C. Amount of Grant Funding. The total amount of funds provided for said program shall not exceed One Hundred Fifty-Three Thousand Five Hundred Seventy-Two Dollars and Forty-Seven Cents (\$153,572.47) per annum and Four Hundred Sixty Thousand Seven Hundred Seventeen Dollars and Forty-Two Cents (\$460,717.42) ("ARPA SLFRF Funds") during the Term of the Agreement. SUBRECIPIENT agrees to use said ARPA SLFRF Funds to administer said program as outlined in **Exhibit A**.

D. Disbursement of Funds. The CITY and SUBRECIPIENT agree that the funding for services provided by Subrecipient shall not exceed **Four Hundred Sixty Thousand Seven Hundred Seventeen Dollars and Forty-Two Cents (\$460,717.42)**. The CITY shall disburse such ARPA funds upon Subrecipient complying with the reporting and related documentation required under ARPA. SUBRECIPIENT shall be obligated to perform duties including, but not limited to, obligations with respect to indemnification, audits, reporting, data retention/reporting, and accounting. Failure to provide any of the required documentation and reporting will cause CITY to withhold all or a portion of a request

for ARPA SLFRF Funds, or return the entire request to SUBRECIPIENT, until such documentation and reporting has been received and approved by CITY.

(1) **Reduction In ARPA SLFRF Funding.** The CITY reserves the right to reduce the amount of ARPA SLFRF Funds to SUBRECIPIENT, or to completely terminate this Agreement, in the CITY's sole discretion, if there is a reduction in ARPA SLFRF Funds provided to the CITY.

(2) **Reduced Distribution of Funds.** The CITY reserves the right to reduce the grant application if the CITY's fiscal monitoring indicates that SUBRECIPIENT's rate of expenditure will result in unspent funds at the end of the program term. Amendments in the grant allocation will be made after consultation with SUBRECIPIENT.

(3) **Reversion of Assets.** SUBRECIPIENT agrees that any and all funds received under this Agreement shall be utilized during the Term of this Agreement, and that any and all funds remaining as of the end of the Term, which have not been utilized, shall be returned by SUBRECIPIENT to the CITY within thirty (30) days of the expiration or earlier termination of the Agreement. No expense of SUBRECIPIENT will be reimbursed by CITY if incurred after the end of the Term of the Agreement.

E. Grant Program Requirements.

(1) SUBRECIPIENT acknowledges that the source of funding for said program is the federal ARPA, and that payments from the ARPA SLFRF Funds are only to be used to make necessary expenditures incurred due to the public health emergency with respect to COVID-19.

(2) SUBRECIPIENT acknowledges that ARPA provisions allow the use of ARPA SLFRF Funds to respond to, mitigate, and recover from the COVID-19 public health emergency, and will not use these funds for any other uses.

(3) SUBRECIPIENT shall follow the process and determination of eligibility for participants in said program as outlined in **Exhibit A**.

F. Performance Monitoring.

(1) SUBRECIPIENT shall submit program performance information as often as requested by CITY, but no less than the submission of monthly reports and a final report to CITY with the information requested by and in the format acceptable to CITY. Each monthly report is due within thirty (30) days of completion of work for each month. The final report is due within thirty (30) days after the termination or expiration of this Agreement.

(2) CITY will evaluate SUBRECIPIENT's management and operation of said program with respect to the project expectations as described in **Exhibit A**.

(3) CITY will review the audit of the SUBRECIPIENT to ensure that grant funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements under this Agreement, including attachments and exhibits.

(4) If action to correct any substandard performance is not taken by the SUBRECIPIENT within a reasonable period after being notified by CITY, suspension or termination procedures may be initiated by CITY.

(5) All performance shall be subject to review by the CITY or other regulatory agencies at all times. SUBRECIPIENT shall provide adequate cooperation to any inspector or other CITY representative to permit the same to determine SUBRECIPIENT's conformity with the terms of this Agreement. If any services performed by SUBRECIPIENT are not in conformance with the terms of this Agreement, the CITY shall have the right to require SUBRECIPIENT to perform the services in conformance with the terms of the Agreement at no additional cost. The CITY may also terminate this Agreement for default and charge SUBRECIPIENT for any costs incurred by the CITY because of SUBRECIPIENT's failure to perform.

(6) SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a CITY representative or other regulatory official to monitor, assess, or evaluate SUBRECIPIENT's performance under this Agreement at any time, upon reasonable notice to SUBRECIPIENT.

G. Audit.

(1) SUBRECIPIENT shall maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits by CITY. This requirement shall apply to any records and documentation CITY shall reasonably require or as required to be maintained pursuant to the ARPA regulations.

(2) The books and accounts, files, and other records of SUBRECIPIENT, which are applicable to this Agreement, shall be available for inspection, review, and audit during normal business hours by CITY to determine the proper application and use of all ARPA SLFRF Funds provided to or for the account or benefit of SUBRECIPIENT.

(3) SUBRECIPIENT assumes responsibility for reimbursement to CITY a sum of money equivalent to the amount of any expenditures disallowed should the CITY, or an authorized agency, rule through audit, exception, or some other appropriate means, that expenditures from funds allocated to SUBRECIPIENT for direct and/or administrative costs were not made in compliance with the applicable cost principles, regulations, or the provisions of this Agreement.

(4) SUBRECIPIENT agrees to comply with the requirements of OMB Uniform Guidance 2 CFR Part 200. SUBRECIPIENT further agrees to provide CITY with a copy of completed independent auditors' report within thirty (30) days of CITY's request for such report. If the report contains instances of non-compliance with federal laws and regulations that bear directly on the performance or administration of this Agreement, SUBRECIPIENT shall provide CITY copies of responses to auditors' reports, a plan for corrective action, and auditors' response that the noncompliance has been resolved. All reports prepared in accord with the requirements of OMB Uniform Guidance 2 CFR Part 200 shall be available for inspection by representatives of CITY or the federal government during normal business hours.

(5) All accounting records, reports, and evidence pertaining to all costs, expenses and the ARPA SLFRF Funds of SUBRECIPIENT and all documents related to this Agreement shall be maintained and kept available at SUBRECIPIENT'S office or place of business for the duration of the Agreement and thereafter for five (5) years from the date of final payment under this Agreement. Records which relate to: (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement; or, (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until

complete resolution or disposition of such appeals, litigation claims, or exceptions. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of South Gate, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

H. Ownership/Use of Materials. SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated pursuant to this Agreement shall be the sole property of the CITY. The material, reports, or products may be used by the CITY for any purpose that the CITY deems to be appropriate, including, but not limit to, duplication and/or distribution within the CITY or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the CITY.

I. Close-Out. SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR §200.343, including the following:

(1) SUBRECIPIENT must submit, no later than ninety (90) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of this Agreement;

(2) SUBRECIPIENT must promptly refund any balances of unobligated cash that the CITY paid in advance or paid and that is not authorized to be retained by SUBRECIPIENT for use in other projects (See OMB Circular A-129 and 2 CFR §200.345); and,

(3) CITY should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

## II. SUBRECIPIENT'S OBLIGATIONS

A. Representations and Warranties.

(1) **Authority.** SUBRECIPIENT is a duly organized and existing domestic nonprofit corporation in good standing and authorized to do business under the laws of the State of California. SUBRECIPIENT has full right, power and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by SUBRECIPIENT has been fully authorized by all requisite actions on the part of SUBRECIPIENT.

(2) **Experience.** SUBRECIPIENT is qualified to provide the administrator services for said program detailed herein.

(3) **Familiarity With Services Required.** By executing this Agreement, SUBRECIPIENT warrants that: (i) it has thoroughly investigated and considered the administrator services to be performed and provided for said program as detailed in **Exhibit A**; (ii) it has carefully considered how the services should be performed; and, (iii) it fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

(4) **No Conflict.** To the best of SUBRECIPIENT'S knowledge, SUBRECIPIENT'S execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which SUBRECIPIENT is a party or by which it is bound.

(5) **No Bankruptcy.** SUBRECIPIENT is not the subject of any current or threatened bankruptcy proceeding.

(6) **No Pending Legal Proceedings.** SUBRECIPIENT is not the subject of a current or threatened litigation that would or may materially affect SUBRECIPIENT'S performance under this Agreement.

(7) **Proposal Veracity.** All provisions of and information provided in SUBRECIPIENT's proposal submitted to CITY, including any exhibits, are true and correct in all material respects.

(8) **No Pending Investigation.** SUBRECIPIENT has no knowledge that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, which would relate to or affect performance of the Agreement or provision of services hereunder.

B. Licensing. SUBRECIPIENT agrees to obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing its operations. SUBRECIPIENT shall ensure that its staff shall also obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing SUBRECIPIENT's operations hereunder. Such licensing requirements include obtaining a City business license, as applicable.

C. Zoning. SUBRECIPIENT agrees that any facility/property used in furtherance of said program shall be specifically zoned and permitted for such use(s) and activities. Should SUBRECIPIENT fail to have the required land entitlement and/or permits, thus violating any local, state or federal rules and regulations relating thereto, SUBRECIPIENT shall immediately make good-faith efforts to gain compliance with local, state or federal rules and regulations following written notification of said violation(s) from the CITY or other authorized citing agency. SUBRECIPIENT shall notify CITY immediately of any pending violations. Failure to notify CITY of pending violations, or to remedy such known violation(s) shall result in termination of grant funding hereunder. SUBRECIPIENT must make all corrections required to bring the facility/property into compliance with the law within sixty (60) days of notification of the violation(s); failure to gain compliance within such time shall result in termination of grant funding hereunder.

D. Separation of Accounts. All funds received by SUBRECIPIENT from CITY pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of such accounts maintained pursuant to applicable 2 CFR 200.302 requirements. SUBRECIPIENT is not required to maintain separate depository accounts for ARPA SLFRF Funds; provided however, the SUBRECIPIENT must be able to account for receipt, obligation, distribution and expenditure of ARPA SLFRF Funds pursuant to applicable 2 CFR 200.302 requirements.

E. Audit Report Requirements. SUBRECIPIENT agrees that if SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in federal funds, SUBRECIPIENT shall have an annual audit conducted by a certified public accountant in accordance with the standards as set forth and published by the United States Office of Management and Budget. SUBRECIPIENT shall provide CITY with a copy of said audit by April 1 of the year following the program year in which this Agreement is executed.

F. Compliance with Law/Program Income. SUBRECIPIENT acknowledges that the funds being provided by CITY for said program are received by CITY pursuant to ARPA, and that distribution and expenditure of these ARPA SLFRF Funds shall be in accordance with ARPA and all pertinent regulations issued by agencies of the federal government,

including, but not limited to, all regulations found at Title 24 of the Code of Federal Regulations. Any program income received by SUBRECIPIENT shall be returned to CITY, unless otherwise provided for in this Agreement. SUBRECIPIENT agrees to comply fully with all federal, state and local laws and court orders applicable to its operation and administration of said program, whether or not referred to in this Agreement.

G. Debarment. To protect the public interest and ensure the integrity of Federal programs, CITY may only conduct business with responsible persons and may not make any award or permit any award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". See also 24 CFR 570.609. SUBRECIPIENT must review and sign **Exhibit B** "Debarment", which is attached hereto and incorporated herein by this reference. SUBRECIPIENT shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board or Internal Revenue Service. Any change in the corporate status or suspension of SUBRECIPIENT shall be reported immediately to CITY.

H. Confidentiality. Without prejudice to any other provisions of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state law. However, SUBRECIPIENT shall submit to CITY or its representatives, all records requested, including audit, examinations, monitoring and verifications of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder provided records request complies with HIPAA compliance.

HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the SUBRECIPIENT covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

I. Independent Contractor. SUBRECIPIENT agrees that the performance of obligations hereunder is rendered in its capacity as an independent contractor and that it is in no way an agent of CITY.

J. Violation of Terms and Conditions. SUBRECIPIENT agrees that if SUBRECIPIENT violates any of the terms and conditions of this Agreement or any prior Agreement whereby ARPA SLFRF Funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if on audit there is a disallowance of certain expenditures, SUBRECIPIENT agrees to remedy the acts or omissions causing the disallowance and repay CITY all amounts spent in violation thereof. If SUBRECIPIENT



engaged in fraudulent activity to obtain and/or justify distribution or expenditure of the ARPA SLFRF Funds granted hereunder, SUBRECIPIENT shall be required to reimburse the CITY of all such funds that were obtained, distributed and/or spent under fraudulent circumstances.

K. Fraud. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity related to said program for the ARPA SLFRF Funds under this Agreement.

L. Prohibited Use. SUBRECIPIENT hereby certifies and agrees that it will not use ARPA SLFRF Funds provided through this Agreement to pay for entertainment, meals or gifts, or other prohibited uses.

M. Lobbying. SUBRECIPIENT certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. SUBRECIPIENT shall sign a certification to that effect in a form as set forth in **Exhibit C**, attached hereto and by this reference incorporated herein. SUBRECIPIENT shall submit said signed certification to CITY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of CITY to pay any sums to SUBRECIPIENT under the terms and conditions of this Agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions (**Exhibit C**).

N. Financial Interest. SUBRECIPIENT agrees that except for the use of administrative fees to pay salaries and other related administrative or personnel costs, no persons who exercise or have exercised any function with respect to administering said program under the terms of this Agreement, or who are in a position to participate in a

decision-making process or gain inside information with regard to the administration of said program, may obtain a financial interest or benefit from said program, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of CITY, or of any designated public agency, or the SUBRECIPIENT.

O. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

P. Equal Employment Opportunities. SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by ARPA SLFRF Funds shall provide equal employment opportunities for minorities and women.

Q. Women and Minority-Owned Businesses (W/MBE). SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in accordance with the requirements of 2 CFR 200.321 "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms". As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

R. Drug Free Workplace. SUBRECIPIENT agrees to provide a drug-free workplace and to execute a certification as set forth in **Exhibit D** attached hereto and incorporated herein by this reference.

S. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The following requirements and standards must be

complied with: 2 CFR Part 200 et al. SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326.

### **III. CITY'S OBLIGATIONS**

A. Audit of Account. CITY shall include an audit of the account maintained by SUBRECIPIENT in CITY's audit of all ARPA SLFRF Funds in accordance with Title 24 of the Code of Federal Regulations and other applicable federal laws and regulations.

B. Common Rule: Pursuant to 2 CFR 200.328(a), the CITY manages the day-to-day operations of each grant and subgrant supported activities. CITY staff has detailed knowledge of the grant program requirements and monitors grant and subgrant supported activities to assure compliance with federal requirements. Such monitoring covers each program, function and activity and performance goals are reviewed periodically.

C. Project Expectations: CITY shall monitor the performance of SUBRECIPIENT against goals and performance standards required herein. The SUBRECIPIENT shall be responsible to accomplish the project expectations as set forth in **Exhibit A**, and report such results to the CITY. If the SUBRECIPIENT estimates such goals will not be met, the SUBRECIPIENT is to contact the CITY, at which time the CITY will determine if any adjustments to the grant award is appropriate. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. Should the CITY determine that the SUBRECIPIENT has not performed its obligations as stated in this contract in a satisfactory manner, or if the CITY determines that insufficient supporting information has been submitted, the CITY shall notify the SUBRECIPIENT in writing of its determination specifying in full detail the objections that it has to the SUBRECIPIENT's performance. If action to correct such substandard performance is not taken by the SUBRECIPIENT after being notified by the CITY, within a reasonable period of time as stipulated in the written notification, contract suspension or termination procedures will be initiated.

### **IV. GENERAL PROVISIONS**

#### **A. Non-Discrimination.**

1. SUBRECIPIENT agrees to comply with Executive Order 11246, which requires that during the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. Such action shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SUBRECIPIENT setting forth the provisions of this nondiscrimination clause.

2. SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, which indicates that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program of activity receiving federal financial assistance.

3. No person shall, on the grounds of race, sex, creed, color, religion, marital status, national origin, age, sexual orientation, or physical or mental handicap be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, programs or employment supported by this Agreement. SUBRECIPIENT is prohibited from discrimination on the basis of age or with respect to an otherwise qualified handicapped person as provided for under Section 109 of the Housing and Community Development Act of 1974, as amended.

4. SUBRECIPIENT agrees to comply with the Age Discrimination Act of 1975, which requires that during the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee or applicant for employment because of age. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SUBRECIPIENT setting forth the provisions of this age discrimination clause.

5. SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973, which requires that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance or under any program or activity conducted by any executive agency or by the United States Postal Service.

B. Conflict of Interest. Pursuant to the conflict of interest requirements set forth in 24 CFR 570.611 and 2 CFR 200.112, SUBRECIPIENT certifies that no member, officer, employee, agent or assignee of CITY having direct or indirect control of any ARPA SLFRF

Funds granted to the CITY, inclusive of the subject ARPA SLFRF Funds, shall serve as an officer of SUBRECIPIENT. Further, any conflict or potential conflict of interest of any officer of SUBRECIPIENT shall be fully disclosed in writing prior to the execution of this Agreement and said writing shall be attached and deemed fully incorporated as a part hereof. Notice shall be sent by SUBRECIPIENT to CITY regarding any changes or modifications to its board of directors and list of officers.

C. Special Certification for Religious Entities. If SUBRECIPIENT is a religious entity, SUBRECIPIENT hereby agrees that in connection with the provision of the services SUBRECIPIENT shall provide with ARPA SLFRF Funds, in accordance with 24 CFR 570.200(j):

1. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion.

2. SUBRECIPIENT shall not discriminate against any person applying for the services SUBRECIPIENT agrees to provide under the terms of this Agreement on the basis of religion and shall not limit such services or give preference to applicants for such services on the basis of religion.

3. SUBRECIPIENT shall NOT provide religious instruction or counseling, conduct any religious worship or services, or engage in any religious proselytizing, or exert any religious influence in the provision of the services in said program. The parties agree that this covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of CITY funds by SUBRECIPIENT with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of the California Constitution, and is not in any manner intended to restrict other activities of SUBRECIPIENT.

4. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols.

5. Where the services to be provided under said program are rendered on property owned by the primarily religious entity SUBRECIPIENT, ARPA SLFRF Funds may also be used for minor repairs to such property, which are directly related to the cost of

rendering the services under said program, where the cost constitutes in dollar terms only an incidental portion of the ARPA expenditure for rendering the services under said program.

D. Prohibition of Nepotism. SUBRECIPIENT agrees not to hire or permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by SUBRECIPIENT. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisor or management responsibilities.

E. Notices. Notices to the parties shall, unless otherwise requested in writing, be sent by U.S. Mail, postage prepaid, and addressed as follows:

TO CITY:                      City of South Gate  
   Chris Jeffers  
   City Manager  
   8650 California Avenue  
   South Gate, CA 90280

TO SUBRECIPIENT:        Cástulo de la Rocha, President & CEO  
   AltaMed Health Services Corporation  
   2040 Camfield Avenue  
   Los Angeles, CA 90040  
   Phone: (323) 889-7343  
   E-Mail: cadelarocha@altamed.org

F. Assignability. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be subcontracted or assigned to any agency, consultant, or person without the prior written consent of CITY. SUBRECIPIENT must submit all subcontracts and other agreements that relate to this Agreement to CITY. No

subcontract or assignment shall terminate or alter the legal obligations of SUBRECIPIENT pursuant to this Agreement.

G. Indemnification/Hold Harmless. SUBRECIPIENT shall indemnify, hold harmless and defend Grantee (with legal counsel selected by Grantee) and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by Grantee on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify Grantee in writing of the occurrence of any such claims, actions, losses, damages, and/or liability. SUBRECIPIENT shall indemnify and hold harmless Grantee against any liability, claims, losses, demands, and actions incurred by Grantee as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Agreement were improperly expended.

H. Insurance. Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

1. Workers' Compensation - A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Agreement.

2. Commercial General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

3. Additional Named Insurance - All policies, shall contain additional endorsements naming Grantee and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Grantee.

5. Proof of Coverage - SUBRECIPIENT shall immediately furnish certificates of insurance to Grantee evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Grantee, and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, SUBRECIPIENT shall furnish to Grantee certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit, Insurance Inventory, along with the above required insurance documents.

6. Insurance Review - The above insurance requirements are subject to periodic review by Grantee. Grantee's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of Grantee. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Grantee, inflation, or any other item reasonably related to the Grantee's risk.

7. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

I. Termination.

1. This Agreement may be terminated on thirty (30) days' written notice by either party. In the event of such termination, SUBRECIPIENT shall only be entitled to reimbursement for approved expenses incurred to the effective date of termination.

2. This Agreement may be suspended or terminated by CITY upon five (5) days' written notice for violation by SUBRECIPIENT of Federal Laws governing the use of ARPA SLFRF Funds. In the event of such suspension or termination, SUBRECIPIENT shall



only be entitled to reimbursement for approved expenses incurred up to the effective date of suspension or termination.

3. Pursuant to 2 CFR 200.340, in the event SUBRECIPIENT defaults by failing to fulfill all or any of its obligations hereunder, CITY may declare a default and termination of this Agreement by written notice to SUBRECIPIENT, which default and termination shall be effective on a date stated in the notice which is to be not less than ten (10) days after certified mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice. If terminated for cause, CITY shall be relieved of further liability or responsibility under this Agreement, or as a result of the termination thereof, including the payment of money, except for payment for approved expenses incurred for services satisfactorily and timely performed prior to the mailing or service of the notice of termination, and except for reimbursement of: (1) any payments made for services not subsequently performed in a timely and satisfactory manner; and, (2) costs incurred by CITY in obtaining substitute performance.

4. The grant of funds under this Agreement may be terminated for convenience by either the CITY or SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of portion termination, their portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

5. The grant of funds under this Agreement may be terminated due to the non-performance of SUBRECIPIENT and/or failure of SUBRECIPIENT to perform the work described in **Exhibit A**.

6. The grant of funds under this Agreement may be terminated due to the failure of the CITY to receive sufficient or anticipated funding for the ARPA program for any term subject to this Agreement.

7. In the event this Agreement is terminated as set forth in subparagraphs I(1) through I(6), inclusive, SUBRECIPIENT agrees to immediately return to CITY upon CITY's demand and prior to any adjudication of SUBRECIPIENT's rights, any and all funds not used, and to comply with the Reversion of Assets requirements in this Agreement.

J. Limitation of Funds. The United States of America may in the future place programmatic or fiscal limitations on the use of ARPA SLFRF Funds, which limitations are not presently anticipated. Accordingly, CITY reserves the right to revise this Agreement in order to take account of actions affecting ARPA program funding. In the event of funding reduction, CITY may, in its sole and absolute discretion, reduce the budget of this Agreement, may limit the rate of SUBRECIPIENT's authority to utilize funds, or may restrict SUBRECIPIENT's use of uncommitted funds. Where CITY has been directed to implement a reduction in funding, with respect to funding for this Agreement, CITY's City Manager or delegate is authorized to act for CITY in implementing and effecting such a reduction and in revising, modifying, or amending the Agreement for such purposes. If such a reduction in funding occurs, SUBRECIPIENT shall be permitted to de-scope accordingly. Where CITY has reasonable grounds to question SUBRECIPIENT's fiscal accountability or compliance with this Agreement, CITY may suspend the operation of this Agreement for up to sixty (60) days upon five (5) days written notice to SUBRECIPIENT of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by CITY affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with ARPA SLFRF Funds withdrawal guidelines.

K. Exclusivity and Amendment of Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the use of CITY's ARPA SLFRF Funds by SUBRECIPIENT and contains all the covenants and agreements between the parties with respect to SUBRECIPIENT's administration of said program. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

L. Laws Governing this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal laws and regulations.

M. Validity and Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. Whenever possible, each provision of this AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT is held to be prohibited by or invalid under applicable law, such provision

shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this AGREEMENT.

N. Waiver. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

O. Miscellaneous Provisions.

1. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully, including reasonable costs and attorney's fees, for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

2. All Exhibits and Attachments referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

3. This Agreement must be signed below and may be signed in counterpart and delivered by fax, email as a PDF (Portable Document Format) file attachment, or by other means that displays the original or a copy of the signatures. Any subsequent amendments may be signed and delivered in the same manner.

*{Signatures on following page}*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**CITY OF SOUTH GATE:**


By: \_\_\_\_\_  
Maria del Pilar Avalos, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Yodit Glaze, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

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

**ALTAMED HEALTH SERVICES CORPORATION:**

By:  \_\_\_\_\_  
Cástulo de la Rocha, President & CEO

Dated: 2/07/2023

**Exhibit A - Scope of Services**

Exhibit B - DEBARMENT

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION - Attached)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Castulo de la Rocha, President and CEO  
Name and Title of Authorized Representative

 2/07/2023  
Signature Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and voluntary

exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



**Exhibit C - LOBBYING**

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Grantee/Contactor Organization	Program Title	
<i>Castulo de la Rocha</i>	<i>Castulo de la Rocha</i> <i>2/07/2023</i>	
Name of Certifying Officer	Signature	Date

SUBRECIPIENT warrants the following:

1. SUBRECIPIENT will comply with Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U. S. C. section 2000 et seq.) and implementing regulation in 24 CFR Part 1.
2. No person in the United States shall on the ground of race, color, religion, national origin, or sex, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to the ACT.
3. All laborers and mechanics, employed by contractors or subcontractors in the performance of construction work financed in whole or in part with community development funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined in accordance with the Davis-Bacon Act, as amended, 40 U. S. C. Sections 276 a 1-5, except for individuals who perform services for which they volunteered; do not receive compensation for such services; or are paid expenses, reasonable benefits, or a nominal fee for such services; and are not otherwise employed at any time in construction work.
4. SUBRECIPIENT will comply with all Federal statutes applicable to projects funded with community development funds, except that (a) SUBRECIPIENT does not assume CITY'S environmental responsibilities described at 24 CFR 570.604; and (b) SUBRECIPIENT does not assume CITY'S responsibility for initiating the review process under Executive Order 12372.

## Exhibit D – DRUG-FREE WORKPLACE

### Certification Regarding Drug-Free Workplace Requirements

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

### CERTIFICATION

- A. The contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing a drug-free awareness program to inform employees about -
    - (1) The dangers of drug abuse in the workplace;
    - (2) The contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph -(a) that, as a condition of employment under the contract, the employee will -
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The contractor shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code).the contractor further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the contract, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

Altamed Health Services Corporation

Organization

 2/07/2023

Authorized Signature

Date

**PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING DRUG-FREE  
WORKPLACE REQUIREMENTS**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Contractor shall insert in the space provided below the site(s) expected to be used or the performance of work under the contract covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Revised: November 11, 2022

Councilmember Denise Diaz, Lieutenant Evelyn Garcia,  
and Mr. Chris Jeffers  
City of South Gate  
8650 California Ave  
South Gate, CA 90280

Dear Councilmember Diaz, Lieutenant Garcia, and Mr. Jeffers,

AltaMed Health Services and the City of South Gate both recognize that the COVID-19 pandemic has had devastating effects on children, creating an urgent need for a mental health response in our region. Today, AltaMed has identified that many children and families in our service areas may be suffering with trauma, due to impacts of the COVID-19 pandemic. Traumatic effects and grieving processes may be due to effects like loss of family members, housing issues, lack of socialization, and negative economic impacts.

Additionally parents have reported their [children are experiencing declining mental health](#), there has been [a rise in mental health emergency room visits for children](#), and California is facing a shortage in behavioral health clinicians. Children especially, are in need of a higher, more comprehensive level of care.

Over the last year, during this historic public health crisis, AltaMed has served over 5,000 patients from the City of South Gate with quality care and programming. AltaMed's comprehensive and culturally competent health and human service programs are designed to serve the most vulnerable, high-need communities in these counties.

AltaMed Health Services and the City of South Gate have an opportunity to now address a critical issue for youth, in the area of mental health. AltaMed knows that school-based health programs are vehicles for advancing health equity, since vulnerable children often lack access to any preventive or treatment services absent on-site care provision at schools. When students gain access to mental health screenings and health education at school, they learn healthy habits and receive important follow up care. Only then, as their medical needs are addressed, can they focus on their academic performance.

With a \$460,717.42 funded partnership from the City of South Gate, AltaMed Health Services will address the behavioral health needs of the City's middle school students at three South Gate middle schools.

### **AltaMed's Behavioral (Mental) Health Services in South Gate**

AltaMed's Behavioral Health department supports community members with intervention programs serving 'mild to moderate' cases with sessions that may treat depression, anxiety, chronic medical condition, postpartum depression, and recently diagnosed patients (with conditions like HIV and diabetes).

# AltaMed



AltaMed's vision for 2022-2025 is to bring behavioral health services to students and families via South Gate schools. We will retain behavioral health clinicians that will work on site, dependent on school capacities/scheduling. AltaMed will serve students at 3 South Gate middle schools, completing approximately 45 patients a week (9 per day/per school). With the goal of not interrupting instruction, AltaMed will focus on scheduling sessions during elective classes.

Working in conjunction with school psychiatric social workers and using a dedicated space on campus, AltaMed will integrate its behavioral health services to support students with continuous therapy, and linkage to long-term therapy with outside agencies. Additionally, for the larger family unit, AltaMed's Behavioral Health program would like to incorporate parent workshops. Managed by an AltaMed's MSW intern or clinician, the workshops would help family cope with stress associated with COVID-19. Workshops would ideally take place once a month, virtually or in-person, dependent on COVID-19 regulations.

AltaMed will retain behavioral health clinicians that will serve the following schools:

- Southeast Middle School
- South Gate Middle School
- International Studies Learning Center Middle School

AltaMed will complete the following activities in order to execute its school-based behavioral health program at South Gate schools:

- Create a custom cobranded 'Resource Guide' brochure of behavioral and mental health resources for parents and students, as well as for City staff to distribute to South Gate families.
- Promote school-based clinic services on campuses and cultivate relationships with teachers, administration and students.
- Case Managers will work with school psychiatric social workers to schedule appointments and complete paper work to begin counseling sessions for students.
- AltaMed clinicians will complete client intakes and assessments to determine follow up care.
- AltaMed clinicians will complete approximately 45 Individual therapy sessions per week, per school.
- AltaMed clinicians will link students and families to appropriate internal and external resources, as needed.
- Case manager will link students and families to an AltaMed clinic if additional health care is needed.
- Host parent workshops once a month at a school site or other facility
- Host group therapy sessions for students once a week on school campus.

## Reimbursable services

The Medi-Cal Billing Option Program (BOP) offers reimbursement for health assessment and treatment services for eligible students and eligible family members within the school environment.



## Funding would support:

- Hiring of two Licensed Clinical Social Workers for the first year of services provided to South Gate middle schools.
- Case management services
  - 1 Case Manager that will support school based services
  - Case Managers have the following responsibilities: a) liaison between AltaMed Behavioral Health Department and school stakeholders b) contact for parents to educate them on services provided by AltaMed c) schedule intake appointments with parents and therapist d) linkage to higher level of care if families interested in seeking psychiatric services or long term BH services
- Parent workshops (Once a month)
  - An AltaMed clinician will conduct psychoeducation to help parents with concepts like: identifying triggers, signs that children are going through depression, how to spot anxiety.
- Group therapy with students (Once a week)
  - AltaMed clinicians will leave one slot a week open for group therapy.
- Mileage
- Phones/Laptops for staff
- Printable promotional materials
- Office Supplies

## Timeline/Schedule

Following an approved Service Delivery Agreement with South East Middle School, AltaMed will be ready to execute psychotherapy services, 3 days a week, for students starting during the 2022-2023 school year, in September 2022.

Pending approved Service Delivery Agreements for South Gate Middle School and International Studies Learning Center Middle School, AltaMed will be able to begin providing psychotherapy services to students at these campuses in the second semester of the 2022-2023 school year (January 2023).

Schedules will be dependent on availability of space, provided by each campus, and AltaMed will utilize a 'ramp-up' period before the start of each counseling program, per school site.

## Anticipated Outcomes

AltaMed anticipates the following outcomes for its school-based behavioral health program through the 3-year pilot period:



# AltaMed

- 3 South Gate middle schools served (Southeast Middle School, South Gate Middle School, International Studies Learning Center Middle School)
- 45 counseling sessions per week, per school site.
- 1,500 non-unique visits per school year, at each school. (if school can provide full time space, capacity for non-unique visits increases)



## Measuring & Reporting Outcomes

Expected milestones are as follows

- 1) An increased number of South Gate students served with counseling sessions to cope with potential traumas brought on by the COVID-19 pandemic
- 2) An increased number of South Gate residents linked to additional behavioral health care and resources
- 3) An increased number of South Gate parents with behavioral health literacy tools to help their children and families
- 4) An increased number of patient referrals to a medical home (i.e., an AltaMed clinic).
- 5) Provide direct behavioral health interventions to students at partner schools.

AltaMed's Customer Relationship Management Database will help measure success by tracking the following:

- Number of scheduled counseling sessions, completed sessions, and no-show rates
- Number of individuals served
- Number of individuals referred to a medical home
- Number of completed parent workshops and client encounters

Outcomes also include an increased number of community members receiving health education, documentation of referral and linkage to internal or external services, and patient satisfaction.

## Who We Serve

AltaMed Health Services Corp. is a safety net provider to approximately 302,700 underserved people in Los Angeles and Orange counties. AltaMed's patient population includes low-income, uninsured families and individuals residing in predominantly ethnic communities, are economically disadvantaged and suffer significant health disparities. Compared to Census 2010 figures that reveal 47.7% of Los Angeles County and 33.7% of Orange County residents are Latino, AltaMed's patient population is 82.1% Latino. Over 80% of AltaMed's patient population lives at or below 200% of the Federal Poverty Line. In particular, Latinos in these areas face significant gaps in health care access, outcomes, and have high-risk factors for illness.

## About AltaMed

AltaMed Health Services is a 501(c)(3) non-profit community health center providing low-income patients with the high-quality health care they would receive in more affluent communities for over 50 years. AltaMed's mission is to eliminate disparities in health care access by providing quality care for underserved communities in Southern California. With over

# AltaMed

300,000 patients and 47 sites across Los Angeles and Orange counties, AltaMed is recognized as one of the Largest Federally Qualified Health Centers in the nation and a trusted messenger in the communities it serves.



AltaMed would love the opportunity to talk further about funding partnership opportunities with the City of South Gate. I am excited about the opportunity to find opportunities to collaborate on a partnership – one that will have a true impact on the health outcomes of our shared community in South Gate. I look forward to connecting further.

My contact information is below.

Cell: 818-572-3295, [tacosta@altamed.org](mailto:tacosta@altamed.org)

Thank you,  
Tatiana Acosta, Major Gift Officer

## Project Budget (3-Year Timeline)

Item	Description	Total Project Cost *3 Year Total	Total Request from City of South Gate *3 Year Total
Personnel	2 LCSWs, 1 Case Manager <ul style="list-style-type: none"> <li>• 2 Licensed Clinical Social Workers for Year One</li> <li>• 1 Case Manager for Year One-Three</li> </ul>	\$680,376	\$320,376
Outreach Materials	Printable educational & marketing materials for: <ul style="list-style-type: none"> <li>• Counseling Sessions</li> <li>• Parent Workshops</li> <li>• Group Therapy</li> </ul>	\$15,000	\$15,000
Travel	Mileage for LCSWs, Case Manager and MSW Intern <ul style="list-style-type: none"> <li>• (est. mileage at \$0.575/mile per employee)</li> </ul>	\$20,865.60	\$20,865.60
Equipment	Laptops/Accessories, Phones <ul style="list-style-type: none"> <li>• Laptops/Phones (Year One)</li> <li>• Phones (Year One-Three)</li> </ul>	\$5947.44	\$6516.54
Office Supplies	Pens, Water, Snacks, etc.	\$9,000	\$9,000
Grants Manager	Grants Manager will coordinate with Department staff to report on outcomes and impact of this project.	\$9,000	\$9,000
	<b>Sub Total</b>	<b>\$740,189.04</b>	<b>\$380,758.14</b>

# AltaMed



	Indirect Costs @ 21%	\$155,439.69	\$79,959.20
	<b>Total</b>	<b>\$895,628.73</b>	<b>\$460,717.42</b>



Revised: November 11, 2022

Councilmember Denise Diaz, Lieutenant Evelyn Garcia,  
and Mr. Chris Jeffers  
City of South Gate  
8650 California Ave  
South Gate, CA 90280

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  - 1 Case Manager that will support school based services
  - Case Managers have the following responsibilities: a) liaison between AltaMed Behavioral Health Department and school stakeholders b) contact for parents to educate them on services provided by AltaMed c) schedule intake appointments with parents and therapist d) linkage to higher level of care if families interested in seeking psychiatric services or long term BH services
- Parent workshops (Once a month)
  - An AltaMed clinician will conduct psychoeducation to help parents with concepts like: identifying triggers, signs that children are going through depression, how to spot anxiety.
- Group therapy with students (Once a week)
  - AltaMed clinicians will leave one slot a week open for group therapy.
- Mileage
- Phones/Laptops for staff
- Printable promotional materials
- Office Supplies

## Timeline/Schedule

Following an approved Service Delivery Agreement with South East Middle School, AltaMed will be ready to execute psychotherapy services, 3 days a week, for students starting during the 2022-2023 school year, in September 2022.

Pending approved Service Delivery Agreements for South Gate Middle School and International Studies Learning Center Middle School, AltaMed will be able to begin providing psychotherapy services to students at these campuses in the second semester of the 2022-2023 school year (January 2023).

Schedules will be dependent on availability of space, provided by each campus, and AltaMed will utilize a 'ramp-up' period before the start of each counseling program, per school site.

## Anticipated Outcomes

AltaMed anticipates the following outcomes for its school-based behavioral health program through the 3-year pilot period:

# AltaMed

- 3 South Gate middle schools served (Southeast Middle School, South Gate Middle School, International Studies Learning Center Middle School)
- 45 counseling sessions per week, per school site.
- 1,500 non-unique visits per school year, at each school. (if school can provide full time space, capacity for non-unique visits increases)



## Measuring & Reporting Outcomes

Expected milestones are as follows

- 1) An increased number of South Gate students served with counseling sessions to cope with potential traumas brought on by the COVID-19 pandemic
- 2) An increased number of South Gate residents linked to additional behavioral health care and resources
- 3) An increased number of South Gate parents with behavioral health literacy tools to help their children and families
- 4) An increased number of patient referrals to a medical home (i.e., an AltaMed clinic).
- 5) Provide direct behavioral health interventions to students at partner schools.

AltaMed's Customer Relationship Management Database will help measure success by tracking the following:

- Number of scheduled counseling sessions, completed sessions, and no-show rates
- Number of individuals served
- Number of individuals referred to a medical home
- Number of completed parent workshops and client encounters

Outcomes also include an increased number of community members receiving health education, documentation of referral and linkage to internal or external services, and patient satisfaction.

## Who We Serve

AltaMed Health Services Corp. is a safety net provider to approximately 302,700 underserved people in Los Angeles and Orange counties. AltaMed's patient population includes low-income, uninsured families and individuals residing in predominantly ethnic communities, are economically disadvantaged and suffer significant health disparities. Compared to Census 2010 figures that reveal 47.7% of Los Angeles County and 33.7% of Orange County residents are Latino, AltaMed's patient population is 82.1% Latino. Over 80% of AltaMed's patient population lives at or below 200% of the Federal Poverty Line. In particular, Latinos in these areas face significant gaps in health care access, outcomes, and have high-risk factors for illness.

## About AltaMed

AltaMed Health Services is a 501(c)(3) non-profit community health center providing low-income patients with the high-quality health care they would receive in more affluent communities for over 50 years. AltaMed's mission is to eliminate disparities in health care access by providing quality care for underserved communities in Southern California. With over

# AltaMed

300,000 patients and 47 sites across Los Angeles and Orange counties, AltaMed is recognized as one of the Largest Federally Qualified Health Centers in the nation and a trusted messenger in the communities it serves.



AltaMed would love the opportunity to talk further about funding partnership opportunities with the City of South Gate. I am excited about the opportunity to find opportunities to collaborate on a partnership – one that will have a true impact on the health outcomes of our shared community in South Gate. I look forward to connecting further.

My contact information is below.

Cell: 818-572-3295, [tacosta@altamed.org](mailto:tacosta@altamed.org)

Thank you,  
Tatiana Acosta, Major Gift Officer

## Project Budget (3-Year Timeline)

Item	Description	Total Project Cost *3 Year Total	Total Request from City of South Gate *3 Year Total
Personnel	2 LCSWs, 1 Case Manager <ul style="list-style-type: none"> <li>• 2 Licensed Clinical Social Workers for Year One</li> <li>• 1 Case Manager for Year One-Three</li> </ul>	\$680,376	\$320,376
Outreach Materials	Printable educational & marketing materials for: <ul style="list-style-type: none"> <li>• Counseling Sessions</li> <li>• Parent Workshops</li> <li>• Group Therapy</li> </ul>	\$15,000	\$15,000
Travel	Mileage for LCSWs, Case Manager and MSW Intern <ul style="list-style-type: none"> <li>• (est. mileage at \$0.575/mile per employee)</li> </ul>	\$20,865.60	\$20,865.60
Equipment	Laptops/Accessories, Phones <ul style="list-style-type: none"> <li>• Laptops/Phones (Year One)</li> <li>• Phones (Year One-Three)</li> </ul>	\$5947.44	\$6516.54
Office Supplies	Pens, Water, Snacks, etc.	\$9,000	\$9,000
Grants Manager	Grants Manager will coordinate with Department staff to report on outcomes and impact of this project.	\$9,000	\$9,000
	<b>Sub Total</b>	<b>\$740,189.04</b>	<b>\$380,758.14</b>





	Indirect Costs @ 21%	\$155,439.69	\$79,959.20
	<b>Total</b>	<b>\$895,628.73</b>	<b>\$460,717.42</b>

FEB 07 2023  
9:15 AM

*City of South Gate*  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 14, 2023  
Originating Department: Police Department

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

**SUBJECT: OVERVIEW OF SOUTH GATE CRIME STATISTICS FOR CALENDAR YEAR 2022**

**PURPOSE:** To report to the City Council the state of the City as it pertains to crime in 2022.

**RECOMMENDED ACTION:** The City Council will consider receiving and filing a summary report on the state of the City as it pertains to crime in South Gate for calendar year 2022.

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

**ANALYSIS:** The Federal Bureau of Investigation Uniform Crime Reporting (UCR) Program generates reliable statistics for use in law enforcement. It also provides information for students of criminal justice, researchers, the media, and the public. The program has been providing crime statistics since 1930. The UCR Program includes data from more than 18,000 city, university and college, county, state, tribal, and federal law enforcement agencies. Agencies participate voluntarily and submit their crime data either through a state UCR program or directly to the FBI's UCR Program. The South Gate Police Department submits their crime statistics to the FBI on an annual basis and the information provided in the attached staff reports reflect what will be submitted for calendar year 2022.

It is anticipated that in this current calendar year, we will begin capturing our crime statistics using the dimensions that have been framed in The National Incident-Based Reporting System, or NIBRS. NIBRS has been implemented to improve the overall quality of crime data collected by law enforcement. It captures details on each single crime incident, as well as, on separate offenses within the same incident. In 2021, the historic Summary Reporting System (SRS) data collection, which collected more limited information than the more robust NIBRS, was phased out.

**BACKGROUND:** The South Gate Police Department collected the data points of crime for calendar year 2022. Using these data points, a three-year comparison (2020, 2021, and 2022) is presented to the City Council in addition to the other relevant activity of the South Gate Police Department.

**ATTACHMENT:** Staff Report



## Police Department

8620 California Avenue, South Gate, CA 90280  
 P: (323) 563-5400 F: (323) 563-5488  
[www.cityofsouthgate.org](http://www.cityofsouthgate.org)

DARREN ARAKAWA  
 CHIEF OF POLICE

To: Chris Jeffers, City Manager  
 From: Darren Arakawa, Chief of Police  
 Date: February 6, 2023  
 Re: City of South Gate 2022 Crime Report

In 2022, the City of South Gate and the South Gate Police Department were challenged by issues similar to what we encountered in 2021, specifically in the areas of homelessness, mental health calls for service, parking/traffic related issues, and an unusual spike in calls for service. The activity level in the city increased from 41,539 calls for service in 2021 to 47,155 calls for service in 2022, an increase of 5,616 calls for service (up 13.5% from 2021). The increased calls for service resulted in a 2.4% increase of reported Part 1 Crimes from 2021.

According to the Uniform Crime Reporting, Part 1 Offenses are measured to determine the scope of crime that is occurring across the United States and is done so on a calendar year basis. These offenses are the ones being measured nationwide because they are serious in nature and occur with regularity in all areas of the Country. The data is collected by the FBI from over 18,000 law enforcement agencies, including the South Gate Police Department.

Part I offenses include the following:

- Homicide
- Forcible Rape
- Robbery
- Aggravated Assault
- Burglary
- Larceny-Theft
- Motor Vehicle Theft
- Arson

Part II offenses, for which only arrest data are collected are the following:

Simple Assaults, Forgery and Counterfeiting, Fraud, Embezzlement, Stolen Property (Buying, receiving, possessing), Vandalism, Weapons: (Carrying, possessing, etc.), Prostitution and

commercialized Vice Sex offenses (except forcible rape, prostitution, and commercialized vice), Drug abuse violations, Gambling, Offenses against the family and children, DUI, Liquor Laws, Drunkenness, and disorderly conduct, Vagrancy.

The statistical information provided below in this summary report are the Part I Crimes/Uniform Crime Reporting (UCR) Statistics for 2022. The prior calendar years (2020 and 2021) were included in this report as comparable.

Part I Crimes	2020	2021	2022	21 vs 22 % Change
<b>Violent Crimes</b>				
Homicide	3	6	5	-16.67%
Rape	19	31	25	-19.35%
Robbery	174	181	200	10.50%
Aggravated Assault	447	356	263	-26.12%
<b>Property Crimes</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>%Change</b>
Burglary	314	279	332	19.00%
Larceny (Theft)	1,762	1,592	1,710	7.41%
GTA	870	999	901	-9.81%
Arson	15	20	20	No Change
<b>Total Part 1 Crimes</b>	<b>3,604</b>	<b>3,375</b>	<b>3,456</b>	<b>2.4%</b>

### **ARRESTS**

South Gate Officers effected 1,577 arrests in 2022 which is a decrease of 53 arrests from calendar year 2021 (1,630) showing a -3.4%.

### **FIREARMS SEIZURES**

In 2022, Los Angeles County has seen a rise in violent crimes involving firearms. In the City of South Gate, we have witnessed a significant spike in individuals carrying guns which has gradually increased over the past few years. The South Gate Police Department is committed to keeping firearm violence at bay and will continue to pursue and seize firearms that are illegally possessed by individuals.

Firearms Seizures	2020	2021	2022
Handguns	83	141	123
Ghost Guns	12	15	23
<b>Total</b>	<b>95</b>	<b>156</b>	<b>146</b>

### **NARCOTICS AND NARCOTIC PROCEEDS**

The below listed table shows seizures by the South Gate Narcotics and Special Problems Unit (SGN). The seizures reflect task force seizures that were conducted with additional agencies along with South Gate Police Narcotics Detectives.

<b>Drug</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Cocaine</b>	21 kg	14 kg	81 kg
<b>Meth</b>	84 kg	128 kg	44 kg
<b>Heroin</b>	2 kg	3 kg	9 kg
<b>Fentanyl</b>	6 kg	200 units	7,500 units
<b>Narcotic Proceeds</b>	\$192,000	\$1,440,000	\$1,100,00

### **DETECTIVE BUREAU INVESTIGATIONS**

The below listed table shows the number of criminal cases assigned to the Detective Bureau

<b>Year</b>	<b>Cases Assigned</b>	<b>Investigated Cases</b>	<b>Open Cases</b>
2020	6,150	5,767	383
2021	6,546	5,223	1,323
2022	6,347	4,690	1,657

### **TRAFFIC DIVISION**

<b>Year</b>	<b>Vehicle Impounds</b>	<b>All Moving Violations (no mechanical violations)</b>	<b>Parking Citations</b>
2020	1,787	781	19,963
2021	1,919	1,564	15,634
2022	1,885	2,335	22,823

**NEIGHBORHOOD WATCH/CRIME PREVENTION ACTIVITY**

	2020	2021	2022
Neighborhood Watch Meetings - Person	-	5	10
Neighborhood Watch Meetings - zoom	10	15	2
Business Watch Meetings	15	5	8
Active Shooter Presentations	0	0	3
Fentanyl Presentations	0	0	3
Red Ribbon School Visits	12	9	11
Station Tours	0	0	22
Parent (PTA) Workshops	0	0	2
Senior Citizens	0	1	0
Coffee with a Cop	4	12	8
Reading to Children	0	0	9
National Night Out	15	15	1 Central location
Catalytic Converter Etchings (vehicles)	0	137	86
CERT Academy	0	0	28

**COMMUNITY EVENTS**

- **Family Day in the Park:** 51 participant groups and approximately 1200 attendees
- **Trunk or Treat:** 20 participant groups and approximately 2000 attendees
- **Santa Cop:** 90 families
- **Police Navidad:** 1200 attendees
- **Food Delivery:** 150 families
- **National Night Out:** 1,000 attendees

**DOMESTIC VIOLENCE PROGRAM OUTREACH**

	2020	2021	2022
Total Victims Served	252	243	259
Community Presentations	3	5	11
Support Groups Facilitated	62	84	88

**HOMELESS CLEAN UP / HOMELESS OUTREACH**

	2020	2021	2022
Homeless Clean Up	7	12	6
Homeless Outreach	10	5	35

**5150/MENTAL HEALTH RELATED CALLS FOR SERVICE**

	2020	2021	2022
Regular Calls for Service	192	202	223
Calls for service with crime reported	55	58	41
Subjects arrested	26	41	29
Transported 5150/5585	444	430	365

5

**2022 TOP 10 CALLS FOR SERVICE**

Call	Description	Total
415	Disturbance Subjects	3,048
925	Suspicious Circumstances	2,557
PP	Parking Problems	1,860
415T	Disturbance/Transient	1,736
415N	Disturbance/Music	1,668
925S	Suspicious Subject	1,379
22500	Blocking Driveway	1,312
415D	Disturbance/Family	1,243
GTAR	GTA Report	952
ST	Sleeping Transient	788

**2022 ACCOMPLISHMENTS**

- Deployed Body Worn Camera.
- Deployed RIPA project for the department.
- Replaced CaseCracker DB interview room system with Indigovision.

FEB 02 2023

*B:50pm*

WARRANT REGISTER FOR COUNCIL MEETING 2/14/2023

PART I

apChkLst  
01/18/2023 12:28:20PM

Final Check List  
CITY OF SOUTH GATE

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99720	1/19/2023	00002138	FRANCHISE TAX BOARD	Ben309972	1/19/2023	GARNISHMENT - FRANCHISE TA	1,028.61	1,028.61
		Voucher:						
<b>Sub total for BANK OF THE WEST:</b>							<b>1,557.98</b>	
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**WARRANT REGISTER FOR COUNCIL MEETING 2/14/2023**

**PART II**

apChkLst  
01/18/2023 2:19:15PM

Final Check List  
CITY OF SOUTH GATE

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99721	1/18/2023	0009972	BERGFELD, GRANT	2201	10/1/2022	2022 INSTALL & STORAGE OF HO	7,350.00	7,350.00
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99722	1/18/2023	0006821	DIV. OF THE STATE ARCHITECT	DSA QUARTER #	1/10/2023	DSA QUARTER #4 2022 FEES	149.60	149.60
		Voucher:						
99723	1/18/2023	0013741	EMP: RODRIGUEZ, DANIEL	100335	12/23/2022	REIMBURSEMENT FOR PAYMEN	200.00	200.00
		Voucher:						
99724	1/18/2023	0010237	FRONTIER COMMUNICATIONS	209-057-1084-01/2	1/1/2023	BILLING -01/01/23-01/31/23 ACCT	59.86	59.86
		Voucher:						
99725	1/18/2023	00004934	GAS COMPANY	113 798 0362 7 12	12/1/2022	BILLING PRD- 12/01/22 -12/31/22	9,854.27	
		Voucher:						
				134 700 9400 7 01	1/18/2023	BILLING PRD- 12/12/22 -01/11/23	1,746.06	
				130 500 9400 5 01	1/13/2022	BILLING PRD-12/12/22 -01/11/23	1,475.75	
				102 000 8100 7 01	1/13/2023	BILLING PRD-12/12/22 -01/11/23	1,454.33	
				132 600 9400 1 01	1/13/2023	BILLING PRD-12/12/22 -01/11/23	155.87	
				083 407 6536 4 12	12/22/2022	BILLING PRD- 11/21/22 -12/20/22	18.52	14,704.80
99726	1/18/2023	00004869	GOLDEN STATE WATER COMPAN	73744100006 01/2	1/5/2023	BILLING PRD- 12/02/22 -01/04/22	272.91	
		Voucher:						
				33744100000 1/23	1/9/2023	BILLING PRD- 12/02/22 - 01/09/22	259.57	
				63744100007 01/2	1/5/2023	BILLING PRD- 12/02/22 -01/04/23	250.56	
				53744100008 01/2	1/5/2023	BILLING PRD- 12/02/22 -01/04/23	227.17	
				29007447310 01/2	1/5/2023	BILLING PRD- 12/05/22 -01/04/23	74.99	
				32809400008 01/2	1/5/2023	BILLING PRD- 12/02/22 -01/04/23	44.55	1,129.75
99727	1/18/2023	0013280	JEFFERS, CHRIS	NOV/DEC2022	1/18/2023	NOV & DEC 2022 CITY MANAGEF	598.25	598.25
		Voucher:						
99728	1/18/2023	00003701	LOS ANGELES UNIFIED SCHOOL AGREEMENT		1/17/2023	LISCENSE FEE CENTENNIAL CE	1,377.04	1,377.04
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99729	1/18/2023	00002335	PITNEY BOWES	DEC 2022	1/18/2023	DEC 2022: RESERVE ACCOUNT I	2,365.00	2,365.00
		Voucher:						
99730	1/18/2023	00004865	SO CALIF EDISON	1/13/23	1/13/2023	BILLING PRD DEC 2022/JAN 2023	152,431.64	152,431.64
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<b>Grand Total All Checks:</b>							<b>180,365.94</b>	

**WARRANT REGISTER FOR COUNCIL MEETING 2/14/2023**

**PART III**

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01/26/2023 12:46:02PM

Final Check List  
CITY OF SOUTH GATE

Page: 1

**Bank : botw BANK OF THE WEST**

<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>
99731	1/25/2023	0006803	BEST CONTRACTING SERVICES, 19412	4/30/2022	RETENTION-SOUTH GATE PARK	5,353.23	5,353.23
		Voucher: 99731					
99732	1/25/2023	0008655	HYDROSCIENTIFIC WEST	2043	1/3/2023 PROFESSIONAL SERVICES FOR	25,245.00	25,245.00
		Voucher: 99732					
99733	1/25/2023	00004865	SO CALIF EDISON	1/19/23	1/19/2023 BILLING PERIOD: JAN 2023	20,565.73	20,565.73
		Voucher: 99733					
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**WARRANT REGISTER FOR COUNCIL MEETING 2/14/2023**

**PART IV**

apChkLst  
02/01/2023 7:34:42AM

Final Check List  
CITY OF SOUTH GATE

Page: 1

**Bank : botw BANK OF THE WEST**

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99734	2/2/2023	00000437	AFLAC	Ben310496	2/2/2023	AMERICAN FAMILY LIFE INS.: PA	635.82	635.82
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99735	2/2/2023	00002417	AMERICAN FIDELITY ASSURANC	Ben310492	2/2/2023	AMERICAN FIDELITY (ABT): PAYI	240.01	240.01
		Voucher:						
99736	2/2/2023	0011469	CALIFORNIA DENTAL NETWORK,	Ben310488	2/2/2023	CALIFORNIA DENTAL NETWORK	2,789.10	2,789.10
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99737	2/2/2023	0012107	CALIFORNIA STATE DISBURSEME	Ben310502	2/2/2023	CA STATE DISB. UNIT: PAYMENT	529.37	529.37
		Voucher:						
99738	2/2/2023	00000438	COLONIAL INSURANCE CO.	Ben310486	2/2/2023	COLONIAL INSURANCE CO: PAYI	2,466.04	2,466.04
		Voucher:						
99739	2/2/2023	00002138	FRANCHISE TAX BOARD	Ben310498	2/2/2023	GARNISHMENT - FRANCHISE TA	1,028.61	1,028.61
		Voucher:						
99740	2/2/2023	00002421	POLICE MANAGEMENT ASSOCIA	Ben310494	2/2/2023	POLICE MANAGEMENT ASSOC. I	2,250.00	2,250.00
		Voucher:						
99741	2/2/2023	00000335	POLICE OFFICERS ASSOCIATION	Ben310500	2/2/2023	POLICE ASSOCIATION DUES: PA	6,500.00	6,500.00
		Voucher:						
99742	2/2/2023	0011466	PRINCIPAL LIFE INSURANCE CO.	Ben310480	2/2/2023	PRINCIPAL DENTAL PPO (MISC):	31,560.32	31,560.32
		Voucher:						
99743	2/2/2023	0011467	RELIANCE STANDARD	Ben310484	2/2/2023	LONG TERM DISABILITY: PAYME	5,112.16	5,112.16
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99744	2/2/2023	0011468	SUPERIOR VISION SERVICES, IN	Ben310482	2/2/2023	SUPERIOR VISION MISC.: PAYME	3,896.73	3,896.73
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99745	2/2/2023	00000334	UNITED WAY OF GREATER LOS A	Ben310490	2/2/2023	UNITED WAY: PAYMENT	34.33	34.33
		Voucher:						
<b>Sub total for BANK OF THE WEST:</b>							<b>57,042.49</b>	
<b>12 checks in this report.</b>							<b>Grand Total All Checks: 57,042.49</b>	

**WARRANT REGISTER FOR COUNCIL MEETING 2/14/2023**

**PART V**

apChkLst  
02/01/2023 5:40:20PM

Final Check List  
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

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		Voucher: 99746						
99747	2/1/2023	0010017	ENTERPRISE FM TRUST	4013834	1/11/2023	LEASE BUYOUT FOR UNIT 22HF1	5,121.47	
		Voucher: 99747		4013833	1/11/2023	LEASE BUYOUT FOR UNIT 22HF1	5,005.52	10,126.99
99748	2/1/2023	00004934	GAS COMPANY	115 800 9600 3 01	1/17/2023	BILLING PRD- 12/13/22 -01/12/23	12,605.32	
		Voucher: 99748		186 100 7200 3 01	1/18/2023	BILLING PRD- 12/13/22 -1/13/23	4,041.13	
				094 300 7500 3 01	1/18/2023	BILLING PRD- 12/15/22 -01/17/23	1,024.31	
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				045 400 7300 6 01	1/17/2023	BILLING PRD- 12/13/22 -01/12/23	593.91	
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				126 300 9600 1 01	1/17/2023	BILLING PRD-12/03/22 -01/12/23	14.79	19,323.16
99749	2/1/2023	00004934	GAS COMPANY	013 900 7300 3 01	1/17/2023	BILLING PRD- 12/13/22 -01/12/23	2,567.79	2,567.79
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99750	2/1/2023	00001151	LA COUNTY REGISTRAR-RECOR PROJECT-660-ST		1/23/2023	NOTICE OF EXEMPTION - E. ALA	75.00	75.00
		Voucher: 99750						
99751	2/1/2023	0013627	RED WING BRANDS OF AMERICA	20221110109693	11/10/2022	NOV 2022 SAFETY FOOTWEAR F	9,649.76	
		Voucher: 99751		20221110109693-I	12/10/2022	DEC 2022 SAFETY FOOTWEAR \	1,800.76	11,450.52

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
99752	2/1/2023	0007637 RSG, INC	I009328	9/30/2022	SEP 2022 HOUSUNG AUTHORITY	3,065.00	
	Voucher:	99752	I009536	10/31/2022	DEC 2022 ADMINISTRATIVE ALLC	1,752.25	
			I009682	12/31/2022	OCT 2022 ADMINISTRATIVE ALLC	1,712.50	
			I009684	12/31/2022	7916 LONG BEACH BLVD PROFE	1,650.00	
			I009649	11/30/2022	NOV 2022 ADMINISTRATIVE ALLC	1,540.00	
			I009531	10/31/2022	OCT 2022 HOUSUNG AUTHORITY	1,532.50	
			I009201	8/31/2022	AUG 2022 ADMINISTRATIVE ALLC	1,501.25	
			I009198	8/31/2022	AUG 2022 HOUSUNG AUTHORITY	1,461.25	
			I009327	9/30/2022	IHO- ADMINISTRATIVE	1,455.00	
			I009483	10/31/2022	IHO- ADMINISTRATIVE	1,317.50	
			I009125	7/31/2022	7916 LONG BEACH BLVD PROFE	1,085.00	
			I009657	11/30/2022	IHO- ADMINISTRATIVE	980.00	
			I009660	11/30/2022	7916 LONG BEACH BLVD PROFE	885.00	
			I009324	9/30/2022	SEP 2022 ADMINISTRATIVE ALLC	810.00	
			I009538	10/31/2022	7916 LONG BEACH BLVD PROFE	600.00	
			I009534	10/31/2022	4909 MASON	536.25	
			I009332	9/30/2022	4909 MASON	400.00	
			I009129	7/31/2022	JULY 2022 HOUSUNG AUTHORITY	390.00	
			I009133	7/31/2022	4909 MASON	357.50	
			I009202	8/31/2022	7916 LONG BEACH BLVD PROFE	347.50	
			I0096833	12/31/2022	DEC 2022 3500-3506 TWEEDY BL	280.00	
			I009325	9/30/2022	7916 LONG BEACH BLVD PROFE	267.50	
			I009206	8/31/2022	4909 MASON	240.00	
			I009123	7/31/2022	JULY 2022 ADMINISTRATIVE ALLC	215.00	
			I009655	11/30/2022	4909 MASON	120.00	
			I009537	10/31/2022	OCT 2022 3500-3506 TWEEDY BL	120.00	
			I009124	7/31/2022	JULY 2022 3500-3506 TWEEDY BL	80.00	
			I009685	12/31/2022	IHO- ADMINISTRATIVE	40.00	
			I009340	9/30/2022	SB2 GRANT FUNDS	40.00	
			I009650	11/30/2022	NOV 2022 3500-3506 TWEEDY BL	40.00	24,821.00
99753	2/1/2023	00004865 SO CALIF EDISON	01/17/23	1/17/2023	BILLING PERIOD: JAN 2023	2,287.75	2,287.75
	Voucher:	99753					
99754	2/1/2023	0013774 URIBE, HENRY	1st	2/1/2023	RELOCATION SETTLEMENT AGR	15,000.00	15,000.00
	Voucher:	99754					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
99755	2/1/2023	0011064	W.A. RASIC CONSTRUCTION, CO344055	10/12/2022	8980 BURKE ON CALL WATER AM	50,000.00	50,000.00	
	Voucher:	99755						
<b>Sub total for BANK OF THE WEST:</b>							165,571.81	
<b>10 checks in this report.</b>							<b>Grand Total All Checks:</b>	165,571.81

**WARRANT REGISTER FOR COUNCIL MEETING 2/14/2023**

**PART VI**

apChkLst  
02/02/2023 7:53:51AM

Final Check List  
CITY OF SOUTH GATE

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Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
99756	2/14/2023	00003502	ABC BATTERY INC.	10219	1/10/2023	PARTS FOR UNIT #295	572.82	572.82
		Voucher:						
99757	2/14/2023	00001467	ADMINISTRATIVE SERV. CO-OP	221221	1/24/2023	DEC 2022: PHONE-A-RIDE SERV	39,613.83	39,613.83
		Voucher:						
99758	2/14/2023	00003971	ADMINSURE INC.	15754	1/15/2023	FEB 2023: WORK COMP CLAIM A	9,597.00	9,597.00
		Voucher:						
99759	2/14/2023	00004372	AIRGAS USA, LLC	9133270822	12/21/2022	CARBON DIOXIDE FOR POOL	362.84	362.84
		Voucher:						
99760	2/14/2023	0011325	ALAN'S LAWN & GARDEN CENTE	1134228	1/4/2023	GROUNDS MAINT. SUPPLIES	32.08	32.08
		Voucher:						
99761	2/14/2023	00000185	ALL CITY MANAGEMENT SERVICE	82604	1/11/2023	12/25/22-1/7/23: SCHOOL CROSS	226.71	
		Voucher:		82356	12/28/2022	12/11/22-12/24/22: SCHOOL CRO:	13,102.07	13,328.78
99762	2/14/2023	0011577	ALL PHASE ELECTRIC SUPPLY C	0946-1051976	12/5/2022	POST MOUNT STREET LIGHTS	1,733.13	
		Voucher:		0946-1054195	12/21/2022	STREET LIGHT MAINTENANCE F	5,878.53	
				0946-1052657	1/3/2023	STREET LIGHT CABLE SHOP INV	5,085.28	
				0946-1052655	11/21/2022	CONDUIT AND FITTINGS SHOP II	9,495.17	22,192.11
99763	2/14/2023	00003098	AMERINAT	LMP-22-001569	9/6/2022	AUG 2022: DEFERED WITH MON	295.60	
		Voucher:		LPM-22-002353	1/26/2023	SEP 2022: DEFERED WITH MONI	255.40	
				LPM-22-002616	11/2/2022	OCT 2022: DEFERED WITH MONI	255.40	
				LPM-22-001569	7/5/2022	JUN 2022: DEFERED WITH MONI	278.30	1,084.70
99764	2/14/2023	0007290	APW KNOX-SEEMAN	18303532	12/29/2022	PARTS FOR UNIT #445	227.82	
		Voucher:		18286904	12/22/2022	PARTS FOR UNIT #133	110.67	
				18286928	12/22/2022	PARTS FOR UNIT #133	34.93	
				18321784	1/5/2023	PARTS FOR UNIT #479	207.51	
				18319700	1/4/2023	PARTS FOR UNIT #618 & 619	50.23	631.16
99765	2/14/2023	0010125	AQUA PATCH ROAD	231510009	1/13/2023	INVENTORY PO/ AQUA PATCH	3,439.80	3,439.80
		Voucher:						
99766	2/14/2023	00000201	ATLANTIC LOCK & KEY	00513	12/22/2022	PARTS FOR UNIT#199	180.00	
		Voucher:		00517	11/11/2022	FACILITY MAINTENANCE SERVICE	436.41	616.41
99767	2/14/2023	0013615	AUTOLIFT SERVICES, INC	22051	12/14/2022	AUTOMOTIVE LIFT AND EQUIPM	85.66	85.66
		Voucher:						

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
99768	2/14/2023	0010585	AUTOZONE STORES, INC.	5488995927	1/12/2023	PARTS FOR UNIT #172	41.87
	Voucher:			5488995420	1/12/2023	PARTS FOR UNIT #199	23.14
				5488995582	1/12/2023	PARTS FOR UNIT #199	152.33
				5488977142	12/22/2022	PARTS FOR UNIT #133	43.65
				5488975835	12/21/2022	SUPPLIES FOR GARAGE STOCK	117.48
				5488987718	1/4/2023	PARTS FOR UNIT #208	30.41
				5488987653	1/4/2023	PARTS FOR SHOP STOCK	8.29
				5488993702	1/10/2023	PARTS FOR UNIT #141	18.09
				5488942968	11/14/2022	PARTS ON UNIT#133	162.24
				5488929538		CREDIT FOR RETURNED PART, I	-49.60
				5488929539		CREDIT FOR RETURNED PART, I	-279.12
				5488942969		CREDIT FOR RETURNED PART, I	-162.24
				5488956111	11/29/2022	PARTS FOR SHOP STOCK	28.59
				5488000764	1/17/2023	PARTS FOR UNIT #141	18.09
				5488995567	1/12/2023	PARTS FOR UNIT #199	152.33
				5488938186	11/10/2022	CORE CHARGE	48.51
				5488995596	1/12/2023	PARTS FOR UNIT #199	17.63
				5488988006	1/4/2023	PARTS FOR SHOP STOCK	66.15
				5488986706	1/3/2023	PARTS FOR UNIT #152	163.54
				5488992814	1/9/2023	PARTS FOR UNIT #152	69.06
				5488995937	1/12/2023	PARTS FOR UNIT #140	41.87
99769	2/14/2023	0013756	AVALOS, SUSANA	Ref000310018	1/10/2023	UB REFUND CST #00062050 - 94:	204.28
	Voucher:						712.31
99770	2/14/2023	0013754	AVILES, PABLO	Ref000310016	1/10/2023	UB REFUND CST #00059648 - 53:	148.75
	Voucher:						148.75
99771	2/14/2023	0013745	BARBER, WILLIAM	Ref000310007	1/10/2023	UB REFUND CST #00063097 - 49:	91.52
	Voucher:						91.52
99772	2/14/2023	0010615	BEARCOM	5492658	1/3/2023	JAN 2023: MAINTENANCE RENE	1,049.55
	Voucher:						1,049.55
99773	2/14/2023	0013750	BRECKENRIDGE PROP FUND 20	Ref000310012	1/10/2023	UB REFUND CST #00064696 - 97:	136.82
	Voucher:						136.82
99774	2/14/2023	00000651	BSN SPORTS, LLC	919856244	12/15/2022	ADULT SPORTS SUPPLIES	352.38
	Voucher:			919856272	12/15/2022	SPORTS EQUIPMENT	416.84
				920077400	1/4/2023	SPORTS CTR OPS	937.77
							1,706.99



Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
99775	2/14/2023	0011469	CALIFORNIA DENTAL NETWORK, DEC 2022	12/21/2022	DEC 2022: PAYMENT FOR ACTIV	521.93	521.93
		Voucher:					
99776	2/14/2023	00000759	CALIFORNIA FRAME & AXLE 71554	1/10/2023	FRONT WHEEL ALIGNMENT FOR	85.00	
		Voucher:	71381	12/22/2022	FRONT WHEEL ALIGNMENT FOR	65.00	150.00
99777	2/14/2023	00000780	CALTEX PLASTICS 273186	12/6/2022	INVENTORY PO/ TRASH BAGS	6,986.10	6,986.10
		Voucher:					
99778	2/14/2023	0012885	CANON FINANCIAL SERVICES, IN29798426	1/9/2023	BILLING DATE 01/23/23-2/16/23	1,558.72	1,558.72
		Voucher:					
99779	2/14/2023	0013228	CANON SOLUTIONS AMERICA IN148057703	10/7/2022	PLOTTER PRINTER PAPER & INK	120.84	
		Voucher:	148141686	11/28/2022	PLOTTER PRINTER PAPER & INK	312.04	432.88
99780	2/14/2023	0013751	CARRASQUILLO, SANDRA Ref000310013	1/10/2023	UB REFUND CST #00056693 - 10:	136.96	136.96
		Voucher:					
99781	2/14/2023	00000898	CENTRAL BASIN MUNI WATER DISG-NOV22	1/17/2023	NOV 2022: CB METER SERVICE (	21,630.72	
		Voucher:	SD-DEC 2022	1/19/2023	DEC 2022: CB METER SERVICE (	13,863.11	35,493.83
99782	2/14/2023	0006239	CENTRAL FORD 26372	12/22/2022	REPAIRS ON UNIT #114	185.00	
		Voucher:	19794	1/4/2023	PARTS FOR UNIT #157	46.04	
			20200(20199)	1/17/2023	PARTS FOR UNIT #661	48.36	
			11140	7/12/2022	PARTS FOR UNIT #304	102.54	
			20199	1/12/2023	PARTS FOR UNIT#661	34.49	
			20433	1/17/2023	PARTS FOR UNIT #479	246.89	
			20055	1/10/2023	PARTS FOR UNIT #418	268.49	
			20068	1/10/2023	PARTS FOR UNIT #418	430.68	
			20471	1/18/2023	PARTS FOR UNIT #198	286.40	
			18887		CREDIT FOR RETURNED PART, I	-96.73	1,552.16
99783	2/14/2023	0013649	CHEQUE TRAILER PARTS SALES 1614	12/27/2022	PARTS FOR UNIT #612	387.51	387.51
		Voucher:					
99784	2/14/2023	0013706	CINTAS CORPORATION NO 3 4142259934	1/3/2023	WEEKLY CLEANING SERVICE FC	56.95	56.95
		Voucher:					
99785	2/14/2023	0010514	CITY OF VERNON 2023	1/17/2023	2023 SOUTHEAST CHIEF'S ASSC	800.00	800.00
		Voucher:					
99786	2/14/2023	0005622	CLARK SEIF CLARK, INC. 073521	12/21/2022	DEC 2022 ABESTOS AND LEAD T	1,688.20	1,688.20
		Voucher:					
99787	2/14/2023	00001756	CLICKER CLUB 7115	10/30/2022	INVENTORY PO/ REMOTE CONT	648.27	
		Voucher:	7201	1/12/2023	INVENTORY PO/REMOTE CONTF	674.73	1,323.00

Bank : botw BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
99788	2/14/2023	0011708	CLIENTFIRST TECHNOLOGY 14471	12/31/2022	DEC 2022: IT PROJECT MANAGE	5,300.00	5,300.00
		Voucher:					
99789	2/14/2023	0011922	CONCENTRA MEDICAL CENTERS77711270	12/21/2022	12/15/22-12/20/22: PROVIDE MED	542.00	
		Voucher:	77632692	12/14/2022	12/7/22-12/11/22: PROVIDE MEDI	474.00	
			77911839	1/11/2023	1/5/23-1/8/23: PROVIDE MEDICAL	38.00	1,054.00
99790	2/14/2023	0013748	CRUZ, HECTOR Ref000310010	1/10/2023	UB REFUND CST #00061074- 817	114.23	114.23
		Voucher:					
99791	2/14/2023	00000314	DAPEER ROSENBLIT & LITVAK LI20978	11/30/2022	NOV 2022 MUNICIPAL CODE COM	3,485.79	
		Voucher:	21088	12/31/2022	DEC 2022 MUNICIPAL CODE COM	5,097.07	
			21087	12/31/2022	DEC 2022 - (ANIMAL CONTROL/P	35.00	8,617.86
99792	2/14/2023	0005392	DAVID VOLZ DESIGN 422375	11/4/2022	10/31/2022 DESIGNS FOR THE S	17,000.00	17,000.00
		Voucher:					
99793	2/14/2023	00001565	DEPT OF JUSTICE-(DOJ) CENTR/629020	1/5/2023	DEC 2022: FINGER PRINT APPS-	584.00	584.00
		Voucher:					
99794	2/14/2023	00001597	DFM ASSOCIATES 2023-CA ELECTIC	1/23/2023	2023 CA ELECTIONS CODE	89.02	89.02
		Voucher:					
99795	2/14/2023	0013755	DOMINGUEZ, GABRIEL Ref000310017	1/10/2023	UB REFUND CST #00058497 - 93	188.67	188.67
		Voucher:					
99796	2/14/2023	00001782	EBERHARD EQUIPMENT 1703	1/5/2023	EQUIPMENT PARTS	497.28	497.28
		Voucher:					
99797	2/14/2023	00004013	ELITE OPTICAL CO. 1774029	6/21/2022	SAFETY GLASSES FOR ABLE MC	288.59	
		Voucher:	1792159	7/22/2022	SAFETY GLASSES FOR KEVIN H	238.97	
			1799765	8/4/2022	SAFETY GLASSES FOR JOSE CC	321.67	
			1820454	9/7/2022	SAFETY GLASSES FOR ALEJANI	229.11	
			1832327	9/25/2022	SAFETY GLASSES FOR TITO MC	238.97	
			1821025	9/8/2022	SAFETY GLASSES FOR JUAN GC	277.57	
			1857774	11/3/2022	SAFETY GLASSES FOR OSCAR (	294.11	
			1832328	9/27/2022	SAFETY GLASSES FOR ALEX VA	327.19	
			1846408	10/24/2022	SAFETY GLASSES FOR OSCAR I	327.19	2,543.37
99798	2/14/2023	0013759	EMP: PINEDA, WENDY 1/15/23-PIENDA	1/18/2022	REIMBURSMNT: PAID FOR PAR	200.00	200.00
		Voucher:					
99799	2/14/2023	0013743	ESCAJEDA, MARTHA Ref000310005	1/10/2023	UB REFUND CST #00056266 - 10	28.86	28.86
		Voucher:					
99800	2/14/2023	0012836	ETRAK RECREATION SOFTWARE10	1/19/2023	OCT-DEC 2022: RECREATION RE	2,500.00	2,500.00
		Voucher:					

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Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
99801	2/14/2023	00000619	FALCON FUELS, INC.	54451	12/20/2022	ULTRA LOW SULFUR DIESEL & SA	6,741.32	6,741.32
		Voucher:						
99802	2/14/2023	0013187	FAST 5 SOUTH GATE 9, LLC	5210	12/30/2022	DEC 2022 CAR WASH SRVS (34)	183.60	183.60
		Voucher:						
99803	2/14/2023	0005869	FERGUSON WATERWORKS	0003337-1	12/5/2022	INVENTORY PO/ WATER PARTS	958.94	
		Voucher:		0003337-2	1/10/2023	INVENTORY PO/ WATER PARTS	3,140.39	4,099.33
99804	2/14/2023	0013749	FERNANDEZ, STEVEN	Ref000310011	1/10/2023	UB REFUND CST #00059405 - 10:	118.42	118.42
		Voucher:						
99805	2/14/2023	00003770	FLEMING ENVIRONMENTAL INC.	19331	1/3/2023	UNDERGROUND STORAGE TANI	540.00	
		Voucher:		19392	1/5/2023	SB989 SECONDARY CONTAINMI	1,750.00	
				19445	1/12/2023	12/16/22: FUEL TANKS SERVICE	705.71	2,995.71
99806	2/14/2023	0010930	FORBES TRAFFIC SOLUTIONS, IIFTS-403		6/13/2022	TRAFFIC SIGNAL COMMUNICATI	2,850.00	2,850.00
		Voucher:						
99807	2/14/2023	0010237	FRONTIER COMMUNICATIONS	562-197-1130-010	1/5/2023	01/5/23-02/04/23 INTERNET SER\	564.11	564.11
		Voucher:						

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
99808	2/14/2023	0013758	FROST BROWN TODD LLP	377270	12/31/2022	12/31/22 RE: GENERAL	972.40
	Voucher:			377291	12/31/2022	12/31/22 RE: COMMUNITY DEVE	10,095.80
				377292	12/31/2022	12/31/22 RE: COSG REGARDING	8,065.20
				377273	12/31/2022	12/31/22 COSG ADV. LUZ MARIA	6,408.40
				377274	12/31/2022	12/31/22 COSG ADV. ERICH HELL	886.60
				377275	12/31/2022	12/31/22: COSG ADV. SILVIA GON	1,258.40
				377276	12/31/2022	12/31/22 COSG ADV. AURELIA EN	17,900.00
				377277	12/31/2022	12/31/22 RE: COSG ADV. SOUTH	3,231.80
				377278	12/31/2022	12/31/22 COSG ADV. NALLELY RI	10,319.90
				377279	12/31/2022	12/31/22 COSG ADV. DEBRA COI	686.40
				377280	12/31/2022	12/31/22 COSG ADV. MARIA GUA	457.60
				377281	12/31/2023	12/31/22 COSG, ET AL. ADV. ABE	83.40
				377282	12/31/2022	12/31/22 COSG, ET AL. ADV. INE:	2,459.60
				377283	12/31/2022	12/31/22 COSG, ET AL. ADV. ALIS	85.80
				377284	12/31/2022	12/31/22 COSG ADV. GLORIA RO	1,944.45
				377285	12/31/2022	12/31/22 COSG, ET AL. ADV. SAM	2,116.40
				377286	12/31/2022	12/31/22 COSG, ET AL. ADV. ROM	4,433.00
				377287	12/31/2022	12/31/22 COSG ADV. MARIA HERI	8,191.90
				377288	12/31/2022	12/31/22 COSG ADV NR DEVELO	3,346.20
				377289	12/31/2022	12/31/22 COSG ADV ROBERT ME	38.45
				377290	12/31/2022	12/31/22 COSG ADV PAUL GAND,	228.80
				377271	12/31/2022	12/31/22 RE: ATTEND SPECIAL/R	702.00
				377272	12/31/2022	12/31/22 RE: TUESDAYS, AGENC	8,665.80
99809	2/14/2023	0005303	FULLER ENGINEERING INC	147791	12/20/2022	ACID FOR POOL	1,185.52
	Voucher:						92,578.30
99810	2/14/2023	0009215	G&M OIL COMPANY, LLC	012-048	1/17/2023	DEC 2022 EXPRESS CAR WASHI	70.00
	Voucher:			012-047	1/17/2023	NOV 2022 EXPRESS CAR WASHI	75.00
							145.00
99811	2/14/2023	0012666	GENERAL ALARM SERVICES, INC	132231	1/1/2023	DEC 2022: ALARM SYSTEM MON	75.00
	Voucher:			131921	1/1/2023	JAN 2023: ALARM SYSTEM MON	75.00
							150.00
99812	2/14/2023	00002304	GENERAL PUMP COMPANY	29933	12/31/2022	WEST SIDE STATION - BOOSTER	3,420.00
	Voucher:						3,420.00
99813	2/14/2023	0010016	GLOBAL PARATRANSIT INC.	112223-06	12/31/2022	PROVIDE TRANSIT SERVICES FC	66,319.84
	Voucher:						66,319.84
99814	2/14/2023	00002890	GRAINGER	9557529840	12/29/2022	PARTS FOR UNIT #618 & #619	88.37
	Voucher:						88.37

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
99815	2/14/2023	0013753	GRAMAJO, HUMBERTO	Ref000310015	1/10/2023	UB REFUND CST #00057639 - 92	144.29	144.29
		Voucher:						
99816	2/14/2023	0013348	HARPER & ASSOCIATES, ENGINEENG-7992		12/8/2022	THRU NOV 2022: ENGINEERING	6,020.00	6,020.00
		Voucher:						
99817	2/14/2023	00005093	HERNANDEZ, RAMIRO	R. HERNANDEZ-ε	1/19/2023	REIMBURSEMENT RAMIRO HER	155.00	155.00
		Voucher:						
99818	2/14/2023	00000268	HOME DEPOT CREDIT SERVICES	ε0373783	1/12/2023	GROUNDS MAINT. SUPPLIES	38.76	
		Voucher:						
				4362007	12/9/2022	UNIT 400 - TRUCK TOOL BOX	383.90	
				2352982	12/1/2022	SPRAY TIP	298.94	
				0362017	12/13/2022	TOOL TO UNCLOGG URINAL AT F	161.61	
				4362124	1/18/2023	MAINTENANCE SUPPLIES	83.29	966.50
99819	2/14/2023	00004578	INTERWEST CONSULTING GROU	81655	9/22/2022	AUG 2022: PROFESSIONAL SER	5,600.00	5,600.00
		Voucher:						
99820	2/14/2023	0013226	JENNIFER SANTILLAN	0040022	1/18/2023	JAN 21 2023 BALLOON GARLANE	250.00	250.00
		Voucher:						
99821	2/14/2023	00000209	JHM SUPPLY , INC.	83326/3	1/9/2023	GROUNDS MAINT. SUPPLIES	1,440.56	1,440.56
		Voucher:						
99822	2/14/2023	00000430	JOHN L. HUNTER AND ASSOCIAT	SG1BCR12211	12/30/2022	NOV 22 MANAGEMENT SERVICE	905.00	
		Voucher:						
				SG1W12211	12/30/2022	NOV 2022 MANAGEMENT SERVI	276.25	1,181.25
99823	2/14/2023	00004004	KELLY SPICERS	3028036	12/15/2022	INVENTORY PO/ COPY PAPER	10,026.02	10,026.02
		Voucher:						
99824	2/14/2023	0007294	KOA CORPORATION	JC11148-8	12/5/2022	10/31/22-11/29/22: PROFESSIONA	12,440.74	
		Voucher:						
				JC26078-2	12/31/2022	11/28/22-12/31/22: PROFESSIONA	825.00	
				JC11191-2	12/5/2022	2/28/22-11/29/22: PROFESSIONAI	2,962.78	16,228.52
99825	2/14/2023	00001151	LA COUNTY REGISTRAR-RECOR	636-GEN	1/18/2023	RECORDING FEE FOR NOTICE C	75.00	75.00
		Voucher:						
99826	2/14/2023	0006905	LA COUNTY SHERIFF'S DEPARTM	231682BL	1/12/2023	DEC 2022 INMATE MEAL SERVIC	479.85	479.85
		Voucher:						
99827	2/14/2023	00005062	LA CTY POLICE CHIEF'S ASSOC.	SPRING 2023	1/24/2023	2023 TRI-COUNTY SPRING CONI	300.00	300.00
		Voucher:						
99828	2/14/2023	00001478	LAKESHORE	032738	12/14/2022	PRESCHOOL SUPPLIES	796.62	796.62
		Voucher:						
99829	2/14/2023	00004384	LIEN ON ME, INC.	10333591	1/13/2023	MEDICAL BILLIG REVIEW FOR M	6.60	6.60
		Voucher:						

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
99830	2/14/2023	00004269	M.L. BERNIE COMPANY INC	171855	12/28/2022	GARAGE SHOP SUPPLIES	1,004.25	1,004.25
		Voucher:						
99831	2/14/2023	0010477	MACS 14	126861	12/20/2022	SMOG TEST FOR UNIT #207	40.00	
		Voucher:		126865	12/16/2022	SMOG CHECK ON UNIT #638	60.00	
				126866	12/20/2022	PARTS FOR UNIT #638	80.00	180.00
99832	2/14/2023	00004093	MELAD & ASSOCIATES	SG23-01	1/19/2023	DEC 2022 MELAD & ASSOCIATES	18,430.83	
		Voucher:		SG23-02	1/10/2023	DEC 5-21 2022 MELAD & ASSOCI	5,805.00	24,235.83
99833	2/14/2023	0011575	MERCHANTS BUILDING	713044	12/31/2022	DEC 2022: COVID CLEANING SEI	4,606.70	
		Voucher:		713045	12/31/2022	DEC 2022: MBM- ANNUAL JANITC	26,126.10	
				713046	12/31/2022	DEC 2022: COVID CLEANING SEI	2,303.50	33,036.30
99834	2/14/2023	00000170	MISC - PKS & REC REFUND	286084 TORRES,	1/12/2023	REFUND: DEPOSIT & FACILITY F	753.00	753.00
		Voucher:						
99835	2/14/2023	00000170	MISC - PKS & REC REFUND	48564784-RUIZ	1/19/2023	REFUND-CLASSRS CANCELED	120.00	120.00
		Voucher:						
99836	2/14/2023	00000170	MISC - PKS & REC REFUND	47636222-PRIETC	1/11/2023	REFUND-WINTER MULTI-SPORT	104.00	104.00
		Voucher:						
99837	2/14/2023	00000170	MISC - PKS & REC REFUND	48066330-LEZAM,	1/12/2023	REFUND-TOT TIME CLASSES	100.00	100.00
		Voucher:						
99838	2/14/2023	00000170	MISC - PKS & REC REFUND	47892727- GAIN	1/9/2023	REFUND-ART CLASS	90.00	90.00
		Voucher:						
99839	2/14/2023	00000170	MISC - PKS & REC REFUND	47709303-DONLU	1/9/2023	REFUND-TOT TIME CLASSES	85.00	85.00
		Voucher:						
99840	2/14/2023	00000170	MISC - PKS & REC REFUND	47647306-PEREZ	1/10/2023	REFUND-TOT TIME	85.00	85.00
		Voucher:						
99841	2/14/2023	00000170	MISC - PKS & REC REFUND	48027676-PONCE	1/9/2023	REFUND-ART CLASS	75.00	75.00
		Voucher:						
99842	2/14/2023	00000170	MISC - PKS & REC REFUND	47665105-CORAC	1/9/2023	REFUND-ART CLASS	75.00	75.00
		Voucher:						
99843	2/14/2023	00000170	MISC - PKS & REC REFUND	48563824-CARILL	1/19/2022	REFUND-CLASSES CANCELED	60.00	60.00
		Voucher:						
99844	2/14/2023	00000170	MISC - PKS & REC REFUND	47647335-LUJAN	1/10/2023	REFUND-2023 WINTER MULTI-SF	52.00	52.00
		Voucher:						
99845	2/14/2023	00000170	MISC - PKS & REC REFUND	47645933-MONTA	1/17/2023	2023 WINTER BASEBALL FUNDA	52.00	52.00
		Voucher:						

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
99846	2/14/2023	00000170	MISC - PKS & REC REFUND	47639399-HITCHM	1/10/2023	REFUND-TRANSFER STUDENT T	15.00	15.00
			Voucher:					
99847	2/14/2023	0011448	MNS ENGINEERS, INC.	82093	1/11/2023	DEC 202PROFESSIONAL SERVIC	675.00	675.00
			Voucher:					
99848	2/14/2023	0012071	NADA BUS, INC.	50854	8/24/2022	8/24/22: 3RD ST PROMENADE TF	1,170.00	1,170.00
			Voucher:					
99849	2/14/2023	0011315	NAGASAKI & ASSOCIATES	22-1534	12/21/2022	9001-9019 LONG BEACH BLVD-A	4,000.00	
			Voucher:	22-1535	12/30/2022	3626 TWEEDY BLVD -APPRAISAL	3,000.00	7,000.00
99850	2/14/2023	0012515	NATIONAL TESTING NETWORK, I	11811	1/17/2023	1/31/23-1/31/24: ANNUAL NTN ME	500.00	500.00
			Voucher:					
99851	2/14/2023	0007984	O'REILLY AUTO PARTS	3063-492299	12/22/2022	PARTS FOR UNIT#611	153.57	
			Voucher:	3063-485554	11/2/2022	PARTS ON UNIT #188	177.50	
				3063-494039	1/5/2023	PARTS FOR UNIT#664	156.53	
				3063-494707	1/9/2023	PARTS FOR UNIT #149	81.27	
				3063-495042	1/11/2023	PARTS FOR UNIT #156	213.51	
				3063-495113	1/12/2023	PARTS FOR UNIT #199	17.35	
				3063-495126	1/12/2023	PARTS FOR UNIT #661	70.86	
				3063-487698	11/17/2022	FUNNELS FOR SHOP STOCK	26.75	
				3063-495184	1/12/2023	PARTS FOR UNIT #172	132.29	
				3063-487694	11/17/2022	FLOOR-DRY FOR SHOP STOCK	26.44	
				3063-492297	12/22/2022	PARTS FOR UNIT #ST400	20.87	
				3063-492957	12/27/2022	PARTS FOR UNIT #367	213.86	
				3063-493139	12/28/2022	PARTS FOR UNIT #445	12.12	
				3063-492180	12/21/2022	PARTS FOR UNIT #483	177.77	
				3063-492181	12/21/2022	PARTS FOR UNIT #483	947.00	
				3063-376140	7/8/2022	PART FOR UNIT #805	9.91	
				3063-492236	12/21/2022	PARTS FOR UNIT #483	260.22	
				3063-492251	12/21/2022	PARTS FOR UNIT #483	80.26	
				3063-495781	1/17/2023	PARTS FOR MOBILE STAGE	37.85	
				3063-492250		CREDIT FOR RETURNED PART, I	-258.03	
				3063-492387		CREDIT FOR RETURNED PART, I	-121.28	
				3063-485692		CREDIT FOR RETURNED PART, I	-177.50	
				3063-488007		CREDIT FOR RETURNED PART, I	-176.39	
				3063-494080	1/5/2023	VEHICLE REPAIR SUPPLIES	178.53	2,261.26

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
99852	2/14/2023	0012867	PACIFIC OFFICE AUTOMATION	757655	11/28/2022	8/24/22-11/24/22 SHARP COPIER	10,183.32	10,183.32
		Voucher:						
99853	2/14/2023	00004582	PARKHOUSE TIRE INC	1010902196	12/22/2022	PARTS FOR UNIT #483	512.39	
		Voucher:						
99854	2/14/2023	0013752	PAYLESS CARS, INC.	Ref000310014	1/10/2023	UB REFUND CST #00060056- 360	142.84	142.84
		Voucher:						
99855	2/14/2023	0010664	PD: GOLD COAST K9	SGPD-21	11/30/2022	11/22/22-11/28/22: BOARDING SE	210.00	
		Voucher:						
99856	2/14/2023	0013373	PD: VARGAS, GEORGINA	1-3586	1/23/2023	12/15/22-12/16/22 TRAINING TRA'	74.50	74.50
		Voucher:						
99857	2/14/2023	00000586	PD:REGIONAL TRAINING CENTE	F64955	1/23/2023	02/20/23-03/03/23 TRAINING TUIT	850.00	850.00
		Voucher:						
99858	2/14/2023	0013744	PEREZ, JANET	Ref000310006	1/10/2023	UB REFUND CST #00053110 - 10'	62.17	62.17
		Voucher:						
99859	2/14/2023	00004713	PETTY CASH- PARKS & REC.DEP	12/1/22-1/18/23	12/1/2022	12/1/22 -1/18/23 PETTY CASH PA	139.27	139.27
		Voucher:						
99860	2/14/2023	0012870	PK: BIBRIESCA DE ARELLANO, MMB	WINTER0123	1/17/2023	12/12/22-12/14/22: STEP AEROBIK	48.60	48.60
		Voucher:						
99861	2/14/2023	0011257	PK: GUILMETTE, ROBERT	RGWINTER0123	1/17/2023	12/14/22-01/16/23: YOGA	770.00	770.00
		Voucher:						
99862	2/14/2023	00003691	PK: LARIOS, JUAN	JLJANUARY123	1/12/2023	KARATE - JAN. 2023	475.20	475.20
		Voucher:						
99863	2/14/2023	00003720	PK: RODRIGUEZ, BEATRIZE J	48425668	1/17/2023	JAN 2023: OVER EASY	14.93	14.93
		Voucher:						
99864	2/14/2023	0010624	PK: SANCHEZ, MARIBEL	MSWINTER0123	1/17/2023	12/17/23-01/07/23: ZUMBA	78.50	78.50
		Voucher:						
99865	2/14/2023	0013659	PK: SANCHEZ, ROCIO	RSWINTER0123	1/18/2023	12/6/22-01/12/23: ZUMBA	1,155.00	1,155.00
		Voucher:						
99866	2/14/2023	00000339	POSTMASTER	PERMIT#2280 SP	1/12/2023	PERMIT#2280 TYPE PI: SPRING :	4,656.45	4,656.45
		Voucher:						
99867	2/14/2023	0011466	PRINCIPAL LIFE INSURANCE CO.	DEC 2022	12/28/2022	DEC 2022-PAYMENT FOR ACTIVE	5,029.05	5,029.05
		Voucher:						



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
99868	2/14/2023	0005368	PRINTCO DIRECT	85096	12/9/2022	500)BUSINESS CARDS FOR C. A'	44.10
	Voucher:			85137	1/11/2023	VINYL BANNER FOR HUMAN RE!	187.43
				85132	1/10/2023	36"X24" BLUEPRINT COPIES & P	33.30
				85118	12/22/2022	36"X24" BLUEPRINTS-PRINTS FC	132.30
				85097	12/9/2022	(500) BUSINESS CARDS MANUEI	44.10
				85095	12/15/2022	(500) BUSINESS CARDS FOR SA	44.10
				85098	12/15/2022	(500) BUSINESS CARDS FOR OR	44.10
							529.43
99869	2/14/2023	0011254	PULSIAM	7641	9/22/2022	PULSIAM CAD/RMS/RENEWAL	115,844.90
	Voucher:						115,844.90
99870	2/14/2023	0011545	RELX, INC.	1431080-2022123	12/31/2022	DEC 2022: MONTHLY SUBSCRIP'	732.45
	Voucher:						732.45
99871	2/14/2023	0013712	RHM APPRAISAL SERVICES	R16355	10/10/2022	INZUNZA HOUSING REHAB PRO.	450.00
	Voucher:						450.00
99872	2/14/2023	0012665	RS SCREEN PRINTING &EMBROI	CENTPOLO-1620	1/6/2023	CENTENNIAL POLO SHIRTS	743.48
	Voucher:						743.48
99873	2/14/2023	0008369	SAFETY-KLEEN SYSTEM, INC	90688990	12/14/2022	BULK OIL	2,580.80
	Voucher:			90738167	12/15/2022	NON-TAXABLE: USED OIL	282.00
							2,862.80
99874	2/14/2023	00000322	SAM'S CLUB	001003	11/23/2022	SPECIAL EVENTS	191.78
	Voucher:			001142	11/23/2022	SPECIAL EVENTS	330.53
				008632	1/11/2023	YOUTH PROGRAMS	74.85
							597.16
99875	2/14/2023	0013746	SAVAL SANCHEZ, SAIDA MANUEL	Ref000310008	1/10/2023	UB REFUND CST #00060352 - 31:	101.59
	Voucher:						101.59
99876	2/14/2023	0010623	SECTRAN SECURITY INC.	23010522	1/11/2023	JAN 2023 SECTRAN - ARMORED	361.27
	Voucher:						361.27
99877	2/14/2023	00004834	SECURITY SIGNAL DEVICES SYSR-00399530		12/19/2022	FY 2022/23: 2ND QTR WATER FA	6,892.53
	Voucher:			R-00395375	12/20/2022	10/1/22-12/31/22: FY 2022/23: CIV	6,442.74
				R-00412243	12/20/2022	1/1/23-3/31/23: FY 2022/23: CIVIC	6,442.74
				R-00414805	12/19/2022	1/1/23-3/31/23: FY 2022/23: WATE	6,952.77
							26,730.78
99878	2/14/2023	0007073	SERGIO'S AUTO UPHOLSTERY	2866	1/12/2023	REPAIRS ON UNIT #479	807.86
	Voucher:						807.86
99879	2/14/2023	00004857	SMITH FASTENER COMPANY	0043012	12/30/2022	GARAGE SHOP SUPPLIES	140.30
	Voucher:						140.30
99880	2/14/2023	0009562	SPECIAL SERVICES GROUP, LLC	16974	1/13/2026	STEALTH V GPS TRACKERS ANC	12,340.91
	Voucher:						12,340.91

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
99881	2/14/2023	0012980	SPECTRUM	0008335010123	1/19/2023	JAN 2023: SCADA INTERNET	161.26	
	Voucher:			108308401010123	1/1/2023	JAN 2023 FIBER OPTICS FOR RA	948.87	1,110.13
99882	2/14/2023	00002242	ST FRANCIS RADIOLOGY	10333591	1/13/2023	MEDICAL TREATMENT OF ARRE:	52.77	52.77
	Voucher:							
99883	2/14/2023	0013538	STACY MEDICAL CENTER	2452-49154	11/28/2022	OCT/ NOV 2022 MEDICAL SERVI	2,815.00	
	Voucher:			2452-49532	12/13/2022	NOV/DEC 2022 MEDICAL SERVIC	1,203.11	4,018.11
99884	2/14/2023	0013656	SUPERIOR VISION INSURANCE,	1686245	12/20/2022	DEC 2022: ADJ FOR ACTIVE MIS	53.98	
	Voucher:			677688	11/20/2022	NOV 2022: ADJ FOR ACTIVE MIS	40.10	
				668917	10/20/2022	OCT 2022: ADJ FOR ACTIVE SWC	-77.13	16.95
99885	2/14/2023	00004906	SWRCB FEES	LWV-1039146	1/19/2023	07/01/22-06/30/23 ANNUAL PRMT	45,381.42	
	Voucher:			WD-0214725	1/12/2023	7/1/22-6/30/23 INDEX NO. WD- 02	3,274.00	48,655.42
99886	2/14/2023	0011201	TELECOM LAW FIRM, P.C.	13183	7/31/2022	3079 LIBERTY BLVD (PERMIT# 2'	784.00	784.00
	Voucher:							
99887	2/14/2023	0012518	THE HITT COMPANIES	OE-109838	7/27/2022	(1) 2 X 12 WALNUT BACKGROUN	39.56	
	Voucher:			OE-114506	12/19/2023	(1)SELF INKING SIGNATURE STA	46.45	
				OE-113017	10/24/2022	(1) 2X8 BLACK BACKGROUND W	23.85	109.86
99888	2/14/2023	0011640	TIREHUB, LLC	32173388	1/11/2023	TIRES FOR UNIT #130	617.87	
	Voucher:			31818925	12/21/2022	GARAGE SHOP STOCK	414.54	1,032.41
99889	2/14/2023	0013554	TOTAL ENVIRONMENTAL MANAG	2212-291	12/31/2022	8/5/22-9/4/22: RENTAL OF THREE	7,075.00	7,075.00
	Voucher:							
99890	2/14/2023	00003438	TRANS UNION-SOUTHERN CALI	112204279	12/25/2022	CREDIT CHECK PERIOD: 11/26/2'	83.58	83.58
	Voucher:							
99891	2/14/2023	0005750	UNITED INDUSTRIES	225781	1/5/2022	INVENTORY PO/ NITRILE GLOVE	1,623.94	1,623.94
	Voucher:							
99892	2/14/2023	0011926	URM TECHNOLOGIES, INC.	0088256	12/31/2022	DECEMEBER 2022 - PERS	54.72	
	Voucher:			0088253	12/31/2022	DECEMBER 2022 - AR	21.96	
				0088254	12/31/2022	DECEMBER 2022 - MISC	71.64	
				0088255	12/31/2022	DECEMBER 2022 - PAYROLL	20.52	
				0088252	12/31/2022	DECEMBER 2022 - AP	37.44	
				0088251	12/31/2022	DECEMBER 2022 - ACCNT	36.00	
				0088250	12/31/2022	DECEMBER 2022 -ADMINISTRAT	88.65	330.93
99893	2/14/2023	00002593	WAXIE'S SANITARY SUPPLY	81417414	1/4/2023	FACILITY MAINT. SUPPLIES	220.75	220.75
	Voucher:							

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
99894	2/14/2023	00000561	WESTERN EXTERMINATOR COM 29577056	12/21/2022	HAWKINS RESERVIOR #6: FY 22-	228.70	
	Voucher:		29577540	12/9/2022	MAIN OFFFICE/WHS #1: FY 22-23	42.00	
			29579372	12/13/2022	POLICE DEPT #1: FY 22-23 ANNU	76.45	
			29577542	12/13/2022	CITY HALL #4: FY 22-23 ANNUAL	121.00	
			29577541	12/13/2022	CIVIC CENTER #4: FY 22-23 ANN	46.50	
			29579077	12/13/2022	SOUTH G AUDITORIUM #2: FY 22	82.50	
			29580562	12/13/2022	PARK MAINT YARD #2: FY 22-23 /	56.00	
			29579371	12/13/2022	POLICE DEP #1: FY 22-23 ANNUA	227.15	
			29577179	12/13/2022	SPORTS CENTER #2: FY 22-23 A	275.00	
			29577178	12/13/2022	SNIRO CENTER #2: FY 22-23 ANI	295.50	
			29577735	12/8/2023	FY 22-23 ANNUAL PEST CONTRC	234.25	
			29577539	12/9/2022	MAIN OFFICE/WHS #5: FY 22-23 /	151.50	1,836.55
99895	2/14/2023	0011968	WEX BANK 86343385	1/8/2023	01/6/23 CLOSING DATE: SHELL C	888.44	888.44
	Voucher:						
99896	2/14/2023	0012301	WHITTIER FERTILIZER COMPANY 394494	12/19/2022	GROUNDS MAINT. SUPPLIES	518.18	518.18
	Voucher:						
99897	2/14/2023	0013747	WORLD FITNESS CLUB Ref000310009	1/10/2023	UB REFUND CST #00058692 - 34:	103.15	103.15
	Voucher:						
99898	2/14/2023	00000058	XEROX CORP 016016163	4/12/2022	2/28/22-3/30/22 : XEROX SERVI	16.17	16.17
	Voucher:						
99899	2/14/2023	0013572	Z&K CONSULTANTS, INC 61002	12/22/2022	10/15/22-11/30/22: ROFESSIONAL	46,500.00	46,500.00
	Voucher:						
99900	2/14/2023	00000062	ZIEGLER'S HARDWARE& SUPPLY 1038	12/16/2022	DRAIN CLEANER	92.57	92.57
	Voucher:						

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5441259	1/24/2023	00004266	U.S. BANK CORPORATE PAYMEN				
		00003955	GALLS, LLC, (FEIN 20-3545989)	22286824	12/6/2022	ME-BODY ARMOR FOR CE OFFIC	627.81
		00001625	EMBASSY SUITES HOTEL	94408080	11/19/2022	MA- LODGING - CA NARCOTICS	750.27
		0005801	MARSHALL'S	088970	12/13/2022	MA - FAMILY VIOLENCE PREVEN	21.94
		0013492	MICHAEL'S STORE	039077	12/13/2022	MA - FAMILY VIOLENCE PREVEN	152.11
		0013222	MIRAMONTE INDIAN WELLS HOT	31188106-1	11/22/2022	MA- LODGING - CA NARCOTICS	620.25
		00001625	EMBASSY SUITES HOTEL	95194512	11/19/2022	MA- LODGING - CA NARCOTICS	750.27
		00000503	CSMFO	2023-MEMBERSH	12/6/2022	KR- 2023 MEMBERSHIP RENEWA	640.00
		0010278	FROMYOUFLOWERS	423515319	12/1/2022	NC- CONDOLENCE FLOWERS FC	71.15
		0010278	FROMYOUFLOWERS	423515462	12/1/2022	NC CONDOLENCE FLOWERS FC	71.64
		0010278	FROMYOUFLOWERS	423653075	12/14/2022	NC- CONDOLENCE FLOWERS FC	79.69
		0007984	O'REILLY AUTO PARTS	3063-488497	11/22/2022	DR - BATTERY UNIT #420	224.85
		0007984	O'REILLY AUTO PARTS	3063-488579	11/23/2022	DR - LIGHT BULBS - RECEIVER L	46.00
		0005347	AMAZON.COM	111-1608719-8613	11/23/2022	DR - TRANSLUCENT TARPS - GC	244.73
		0013615	AUTOLIFT SERVICES, INC	22051-1	12/14/2022	DR- PARK YARD SHOP - TIRE CH	89.09
		0013477	PARTY ON LA	000002	11/29/2022	JC-TABLE CLOTH/LINEN FOR EV	988.70
		0012760	FOOTHILL COMMUNICATIONS, IN	INV6031	11/21/2022	MD-5 X POWER PRODUCTS 5100	982.69
		0005347	AMAZON.COM	REFUND11-25-22	11/25/2022	MD-REFUND APPLE 20W WALL C	-65.94
		00000503	CSMFO	12/8/22-O'KELLY	12/8/2022	KR-MANAGEMENT DUES/MEMBE	125.00
		0009764	GOVERNMENT FINANCE OFFICE	739353	12/20/2022	KR-FEDERAL GRANTS TRAINING	245.00
		00002342	INDEPENDENT CITIES ASSOCIAT	2-3-23-2-5-23	1/26/2023	(GM) 2/3/23-2/5/23 ICA WINTER S	650.00
		0005347	AMAZON.COM	114-8876227-7433	11/30/2022	JM - A-FRAME SIDEWALK CURB	308.68
		0008456	NSCA	1002830262	12/5/2022	JM - TRAINING	95.00
		0008456	NSCA	1002830558	12/5/2022	JM - TRAINING	115.00
		00004854	SMART & FINAL	040538	12/7/2022	JM - YOUTH SPORTS CAMP SUP	78.63
		0012474	THE HOME DEPOT DEPOT PRO	024933/6611928	12/7/2022	JM - ADULT SPORTS SUPPLIES	127.81
		0008456	NSCA	1002836610	12/15/2022	JM - TRAINING	140.00
		0010691	FOOD 4 LESS	082013	12/18/2022	JM - YOUTH SPORTS CAMP SUP	28.86
		0013740	AMERICA FIRST RESPONDER	9jh20535mb66789	12/19/2022	JM - CPR/FIRST AID RECERTIFIC	65.00
		0008456	NSCA	1002848712	12/20/2022	JM - TRAINING	60.00
		00003963	RESOURCE BUILDING MATERIAL	17488970	12/20/2022	JM - CHALK	715.24
		00001414	OFFICE DEPOT	069129	12/20/2022	JM - MARKETING POSTER	52.95
		0009649	AT&T	NOV 2022	11/29/2022	SC-NOV 2022 INTERNET SERVIC	124.14
		0013435	HANDSOME GROUP	0002417-2	11/8/2022	SC-REPAIR OF AUDITORIUM AV	3,788.20
		0005347	AMAZON.COM	114-8949145-474E	12/6/2022	SC-SPACE FOR HEATER FOR OF	57.53

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0012665		RS SCREEN PRINTING & EMBROIDERY	BUFFSHAKER-12	12/7/2022	SC-RS SCREEN PRINTING	1,969.43	
0012665		RS SCREEN PRINTING & EMBROIDERY	REFUND-12/14/22	12/14/2022	SC-REFUND FOR WATER BOTTL	-1,969.43	
0000381		BNI BUILDING NEWS,	N-00375309	11/28/2022	AC-2021 GREENBOOK STANDAR	417.30	
0008099		IN-N-OUT BURGERS	23	12/8/2022	NC- ERC FOOD DRIVE	171.60	
0013515		CITY TIRES	36460	11/30/2022	DR - REPLACEMENT MOWER TIF	396.00	
0005347		AMAZON.COM	111-0116571-2365	11/28/2022	DR - MECHANIC CREEPER - PAR	109.56	
0005347		AMAZON.COM	113-2074508-2549	12/4/2022	MD-POWER CORD EXTENSION	28.27	
0012760		FOOTHILL COMMUNICATIONS,	ININV6052	12/6/2022	MD-APX CAR CHARGER KIT	136.39	
00003955		GALLS, LLC, (FEIN 20-3545989)	22296549	12/7/2022	ME-CODE ENFORCEMENT SPEC	618.66	
0008452		CXTEC	080847	12/9/2022	JPL-POWER SUPPLY FOR CISCO	292.92	
00001414		OFFICE DEPOT	072656	12/15/2022	JPL-APC BATTERY BACKUP FOR	198.44	
00002063		CACEO	200023467	12/14/2023	WC-CALIFORNIA ASSOCIATION	36.00	
00003955		GALLS, LLC, (FEIN 20-3545989)	22353787	12/14/2022	WC-CODE ENFORCEMENT OFFI	94.74	
00002063		CACEO	200023468	12/14/2022	WC-CALIFORNIA ASSOCIATION	36.00	
00002063		CACEO	200023470	12/14/2022	WC-CALIFORNIA ASSOCIATION	36.00	
0013769		MGM GRAND LAS VEGAS	907257760	1/22/2023	JEM: LODGING DEPOSIT - TASE	130.39	
0008734		METRO EXPRESS LANES	8231081300	11/23/2022	EP: TOLL CHARGE FOR POTROL	10.95	
0009418		SMARTSIGN	MPP-209185	12/1/2022	EP-HANGING PARKING PERMITS	237.48	
00000415		NATIONAL CONSTRUCTION REN	6798549	1/6/2023	ME-13050 PARAMOUNT BLVD	269.28	
0013737		CONSTANTCONTACT.COM	12/14/22	12/14/2022	(GM) MONTHLY SUBSCRIPTION	9.99	
0009420		SPARKLETTES	16963364 120822	12/8/2022	NC- DS STANDARD COFF	42.39	
0005347		AMAZON.COM	REFUND 11-29-22	11/29/2022	MD-REFUND APPLE 20W WALL C	-59.46	
0005347		AMAZON.COM	113-4580969-6940	11/29/2022	MD-DELL S2421HS FULL HD LED	392.46	
0005347		AMAZON.COM	113-6392579-4052	12/6/2022	MD-6 INCH CAT6 CABLE	39.66	
0005347		AMAZON.COM	113-2975624-7261	12/9/2022	MD-2 X CISCO 3560 SWITCH	110.26	
0005347		AMAZON.COM	113-2743605-7261	12/14/2022	MD-6 INCH CAT6 CABLE	37.47	
0005347		AMAZON.COM	113-2967374-0142	12/14/2022	MD-CLEAR MAT FOR TOP OF DE	115.71	
0013428		BUSINESS RADIO LICENSING	34416	12/20/2022	MD-BAND KCU38 RENEWAL	200.00	
0008451		COSTCO.COM	188405274	12/7/2022	ME- KEURIG K-SUPREME FOR M	121.26	
00004854		SMART & FINAL	098019	12/14/2022	AC-TEAM BUILDING MTG. WITH	7.71	
0009134		NORTHGATE MARKET	107882	12/14/2022	AC-TEAM BUILDING MTG WITH	333.04	
0012581		U-HAUL	29557835	12/6/2022	DT-TRUCK RENTAL FOR PARADE	325.73	
0008464		APPLE SPICE JUNCTION	436198	1/30/2023	DT-LUNCH FOR ORAL BOARD PA	124.47	
0012077		MARTHA P CORP FERNANDO'S	11/07/2023	11/7/2022	DT-EMERGENCY SAND FOR STC	674.73	
00003997		PAPA	52569	12/19/2022	DT-TEST PREP WEBINAR FOR J.	200.00	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
0005518		CALIFORNIA WATER ENVIRONME	725068	12/19/2022	DT-MEMBER FEE FOR J PRECIA	200.00	
0005481		HILTON HOTELS	705405 A	11/19/2022	JT-LODGING FOR DETECTIVE P/	750.27	
0005300		DATA BUSINESS SYSTEMS INC	139163	12/8/2022	JAG-W-2 TAX FORMS AND ENVE	508.97	
00004495		FULLER TRUCK ACCESSORIES	W 55564	12/21/2022	JAG-F-250 8" LINER	269.38	
0005347		AMAZON.COM	112-0389305-2534	1/30/2023	DA-PD CHRISTMAS CARDS	264.24	
00003960		MAJESTIC TROPHY & AWARDS	12-6-22	12/6/2022	DA-FOUR EMPLOYEE OF THE YE	413.60	
00000322		SAM'S CLUB	12/14/2022	12/14/2022	AC-TEAM BUILDING MTG WITH C	90.24	
0009134		NORTHGATE MARKET	055231	12/15/2022	AC-TEAM BUILDING MTG WITH C	30.69	
00004292		LEVERAGE INFORMATION SYSTE	2233664	11/14/2022	DT-TROUBLE SHOOT/REPAIR CA	752.68	
00003941		M. HARA LAWNMOWER CENTER	47081	11/29/2022	DT-PURCHASE OF CHINSAWS	1,607.39	
00004292		LEVERAGE INFORMATION SYSTE	2233819	11/29/2022	DT-TROUBLESHOOT/REPAIR CA	287.50	
0012581		U-HAUL	29557362	12/6/2022	DT-TRUCK RENTAL FOR CHRIST	325.73	
0009469		ADOBE SYSTEMS, INC	2322074067	11/29/2022	JPL-ANNUAL RENEWAL OF CRE/	599.88	
0012596		ZOOM.US	INV178023263	12/1/2022	JPL-CLOUD STORAGE FOR AUD	40.00	
0005292		TARGET	233239910114995	11/28/2022	PD: CONTRACT CLASS SUPPLIE	9.57	
0007582		PD: CAPE	11525	12/6/2022	JEM: TRAINING FEES: CA ASSOC	25.00	
0005295		WALMART	Z355	11/30/2022	PD: SPECIAL EVENTS SUPPLIES	235.58	
0005293		MICHAELS	033839	11/30/2022	PD: SPECIAL EVENTS SUPPLIES	33.32	
0008906		DOLLAR TREE	073584	1/30/2023	PD: YOUTH PROGRAM SUPPLIE:	19.29	
0005347		AMAZON.COM	113-8771815-1236	11/22/2022	PD: CULTURAL ARTS SUPPLIES	39.68	
0005293		MICHAELS	070150	11/22/2022	PD: SPECIAL EVENTS SUPPLIES	71.62	
0005293		MICHAELS	020460	11/22/2022	PD: SPECIAL EVENTS SUPPLIES	22.36	
0011281		HOBBY LOBBY	092264	11/22/2022	PD: SPECIAL EVENTS SUPPLIES	79.87	
00000322		SAM'S CLUB	11/27/22	11/27/2022	PD: CULTURAL ARTS SUPPLIES	41.41	
0005347		AMAZON.COM	113-5938022-8797	11/27/2022	PD: CULTURAL ARTS SUPPLIES	41.88	
0009160		DAVEY'S LOCKER SPORT FISHIN	12/01/22	12/1/2022	PD: SENIOR EXCURSION	891.00	
0005295		WALMART	005226	12/2/2022	PD: SPECIAL EVENTS SUPPLIES	39.32	
0005291		PARTY CITY	12/01/2022	12/1/2022	PD: SPECIAL EVENTS SUPPLIES	10.45	
00000268		HOME DEPOT CREDIT SERVICES	042209/2740700	12/1/2022	PD: SPECIAL EVENTS SUPPLIES	556.09	
0005295		WALMART	047760	12/6/2022	PD: YOUTH PROGRAM SUPPLIE:	282.94	
0005292		TARGET	07826	11/29/2022	PD: SPECIAL EVENTS SUPPLIES	195.14	
0005292		TARGET	11/28/22	11/28/2022	PD: SPECIAL EVENTS SUPPLIES	21.03	
0005293		MICHAELS	11/29/2022	11/30/2022	PD: SPECIAL EVENTS SUPPLIES	39.66	
00004854		SMART & FINAL	076910	1/30/2023	PD: SPECIAL EVENTS SUPPLIES	79.95	
0005486		STAPLES BUSINESS ADVANTAGE	318774224	12/7/2023	PD: SPECIAL EVENTS SUPPLIES	95.31	

Bank : botw BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
		0005291 PARTY CITY	024535	12/8/2022	PD: SPECIAL EVENTS SUPPLIES	18.15		
		0008045 PD: CLEARS INC.	36671034	11/22/2022	JEM: MEMBERSHIP FOR CA LAV	51.50		
		00004025 FBI- LEEDA	200078248	12/5/2022	JEM: TRAINING TUITION - FBI SL	695.00		
		0012980 SPECTRUM	0412115730	11/7/2022	07/07/22-08/06/22 10/07/22-11/06/22	1,209.18		
		0012980 SPECTRUM	0412063396	12/14/2023	(AE) 11/14/22 - 12/13/22 SPECTRI	130.65		
		0012980 SPECTRUM	0600966112222	11/22/2022	AE) 11/22/22 - 12/21/22 SPECTRI	119.99		
		0012980 SPECTRUM	0586090112622	11/26/2022	(AE) 11/26/22 - 12/25/22 SPECTR	258.25		
		0005291 PARTY CITY	032476	12/5/2022	PD: SPECIAL EVENTS SUPPLIES	97.90		
		0012980 SPECTRUM	0426628113022	11/30/2022	(AE) 11/30/22 - 12/29/22 SPECTRI	128.11		
		0012980 SPECTRUM	0490491112722	11/27/2022	AE) 11/27/22 - 12/26/22 SPECTRU	239.56		
		0012980 SPECTRUM	0500034112722	11/27/2022	(AE) 11/27/22 - 12/26/22 SPECTRI	239.56		
		0012980 SPECTRUM	0426602112522	11/25/2022	11/25/22 - 12/24/22 SPECTRUM S	239.56		
		0012980 SPECTRUM	0495151120722	12/7/2022	(AE)12/07/22 -010/06/23 SPECTRI	129.99		
		0012980 SPECTRUM	0426271111422	11/14/2022	AE) 11/14/22 -12/13/22 SPECTRU	15.98		
		0010098 PROPERTYRADAR	1308-4340	11/30/2022	WC-BUILDING & SAFETY DIVISIC	50.40		
		0005305 PAYPAL	1DK66299M00966	12/4/2022	WC-PAYPAL CHEWY CHARGED M	499.39		
		00003955 GALLS, LLC, (FEIN 20-3545989)	22286766	12/6/2022	WC-CODE ENFORCEMENT DIVIS	807.74		
		00003529 AT&T	562 602-5212 NO	11/16/2022	WC-11/16/22 TO 12/15/22 PHONE	458.61		
		00002063 CACEO	200023464	12/14/2022	WC-CALIFORNIA ASSOCIATION (	36.00		
		0005293 MICHAELS	031123	12/6/2022	PD: YOUTH PROGRAM SUPPLIE:	129.49		
		0005347 AMAZON.COM	111-3487659-5921	12/5/2022	PD: SPECIAL EVENTS SUPPLIES	42.02		
		00000268 HOME DEPOT CREDIT SERVICES	058862/530085	12/8/2022	PD: SPECIAL EVENTS SUPPLIES	285.93		
		0005291 PARTY CITY	039915	12/22/2022	PD: SPECIAL EVENTS SUPPLIES	80.30		
		00000268 HOME DEPOT CREDIT SERVICES	025700/5284920	12/9/2022	PD: SPECIAL EVENTS SUPPLIES	18.68		
		0005305 PAYPAL	2SC69022KA0009	12/14/2022	PD: PRESCHOOL SUPPLIES	9.99		
		0010634 PANTAGES THEATRE	603097-2	1/30/2023	ADMISSIONS FOR LION KING SF	3,224.00		
		0011351 KIM TURNER, LLC	1867	9/22/2022	JEM: TRAINING TUITION - MANA	125.00		
		0007582 PD: CAPE	12/7/2022	12/7/2022	JEM: TRAINING FEES: CA ASSOC	25.00		
		0013311 AXON ENTERPRISE, INC.	ZTN293YLN XV	12/12/2022	JEM: TRAINING TUITION - TASEF	599.00		
		0013311 AXON ENTERPRISE, INC.	SO-11698	1/31/2023	JEM: SUPPLIES FOR THE PRINT	24.82		
		0010827 CARD INTEGRATORS CORPORATI	Q-02464	12/13/2022	JEM: SUPPLIES FOR THE PRINT	284.45		
		0011496 BW ISLAND HOTEL MARINA	18378002-CREDIT	10/23/2022	JEM: HOTEL CREDIT - TACTICAL	-6.35		
		0007582 PD: CAPE	12/7/22-TEEPLES	12/7/2022	JEM: TRAINING FEES: CA ASSOC	25.00		
		0012980 SPECTRUM	0490491102722	10/27/2022	AE) 10/27/22 - 11/26/22 SPECTRU	239.56		
		0012980 SPECTRUM	0426628103022	10/30/2022	(AE) SPECTRUM SUBSCRIPTION	128.11		

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		0012980 SPECTRUM	0495151110722	11/7/2022	(AE) 11/07/22 - 12/06/22 SPECTRI	129.99	
		0012980 SPECTRUM	0426602102522	10/25/2022	10/25/22 -11/24/22 SPECTRUM S	239.56	
		0012980 SPECTRUM	0500034102722	10/27/2022	(AE) 10/27/22 - 11/26/22 SPECTRI	239.56	
		0012980 SPECTRUM	0600966102222	1/31/2023	AE) 10/22/22 - 11/21/22 SPECTRI	119.99	
		0012980 SPECTRUM	0426263101422	10/14/2023	AE) 10/14/22 - 11/13/22 FOR SPE	5.33	
		0012980 SPECTRUM	0435603101422	10/14/2023	(AE)10/14/22 - 11/13/22 SPECTRU	130.65	
		0012980 SPECTRUM	0586090102622	10/26/2022	(AE) 10/26/22 - 11/25/22 SPECTR	258.25	
		0012980 SPECTRUM	0426271101422	10/14/2022	AE) 10/14/22 - 11/13/22 SPECTRU	15.98	
		0012155 CANVAS	03624-0667037	12/3/2022	(AE) ANNUAL RENEWAL (FOR YE	119.40	
		0012616 DOOR DASH	12/13/22	12/13/2022	(AE) PORTO'S ONLINE FOOD OR	207.17	
		00001917 ENTENMANN - ROVIN CO.	0179996	12/7/2022	WC-CODE ENFORCEMENT DIVIS	514.17	
		00003955 GALLS, LLC, (FEIN 20-3545989)	22296549-2	12/7/2022	WC-CODE ENFORCEMENT DIVIS	618.66	
		00000694 NATIONAL FIRE PROTECTION AS368465-2		12/9/2022	WC-NATIONAL FIRE PROTECTIO	219.29	
		00000694 NATIONAL FIRE PROTECTION AS12/7/2022		12/7/2022	WC-NATIONAL FIRE PROTECTIO	175.00	
		00001727 AMERICAN RED CROSS	200023451	12/13/2022	WC- (01/19/23 & 05/17/23) CALIFC	72.00	
		00001727 AMERICAN RED CROSS	PH05917514	12/13/2022	WC-AMERICAN RED CROSS CEC	35.00	
		00002063 CACEO	200023462	12/14/2022	WC-CALIFORNIA ASSOCIATION C	36.00	
		00002063 CACEO	200023460	12/14/2022	WC-CALIFORNIA ASSOCIATION C	36.00	
		00002063 CACEO	200023465	12/14/2022	WC-CALIFORNIA ASSOCIATION C	36.00	
		00002063 CACEO	200023466	12/14/2022	WC-CALIFORNIA ASSOCIATION C	36.00	41,843.25
<b>Sub total for BANK OF THE WEST:</b>							<b>827,471.42</b>

145 checks and 1 wire transfer in this report.

**Grand Total All Checks and Wire Transfers: 827,471.42**



**WARRANT REGISTER FOR COUNCIL MEETING 2/14/2023**

**PART VII**

apChkLst  
02/02/2023 3:17:49PM

Trial Check List  
CITY OF SOUTH GATE

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**Bank : botw BANK OF THE WEST**

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2427	1/5/2023	00004708	PERS HEALTH PLAN Ben309404	1/5/2023	FEB 2023 MEDICAL HMO ANTHEI	438,082.37	438,082.37
2445	2/2/2023	00002370	INTERNAL REVENUE SERVICE Ben310506	2/2/2023	MEDICARE: PAYMENT	169,861.01	169,861.01
2446	2/2/2023	00001186	EMPLOYMENT DEVELOPMENT D Ben310508	2/2/2023	SDI: PAYMENT	58,405.79	58,405.79
2447	2/2/2023	00004836	SEIU LOCAL 721 CTW CLC-23900 Ben310510	2/2/2023	SEIU DUES: PAYMENT	3,009.50	3,009.50
2448	2/2/2023	00000343	PUBLIC EMPLOYEES RETIREMEI Ben310512	2/2/2023	MILITARY SERVICE CREDIT: PAY	242,574.71	242,574.71
2449	2/2/2023	00000004	NATIONWIDE RETIREMENT SOLL Ben310514	2/2/2023	DEF COMP NATIONWIDE: PAYME	121,677.44	121,677.44
2450	2/2/2023	00004996	SEIU-COPE LOCAL 721, LA/OC C Ben310516	2/2/2023	SEIU- COPE LOCAL 721 DEDUCT	41.00	41.00
2451	2/2/2023	00004988	CHILD SUPPORT ON-LINE, STATE Ben310518	2/2/2023	CHILD SUPPORT-ONLINE: PAYMI	1,166.99	1,166.99
2452	2/2/2023	0009920	OCSE CLEARINGHOUSE SDU Ben310520	2/2/2023	GARNISHMENT - AR CHILD SUPP	324.00	324.00
<b>Sub total for BANK OF THE WEST:</b>							<b>1,035,142.81</b>
 <b>9 wire transfers in this report.</b>							 <b>Grand Total All Wire Transfers: 1,035,142.81</b>

**WARRANT REGISTER FOR COUNCIL MEETING 2/14/2023**

**PART VIII**

apChkLst  
01/24/2023 8:45:53AM

Final Check List  
CITY OF SOUTH GATE

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**Bank : botw BANK OF THE WEST**

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2434	1/19/2023	00000343	PUBLIC EMPLOYEES RETIREMEN	Ben309976	1/19/2023	PERS RETIREMENT: PAYMENT	231,947.76	231,947.76
		Voucher: 2434						
2436	1/19/2023	00002370	INTERNAL REVENUE SERVICE	Ben309996	1/19/2023	FEDERAL WITHHOLDING TAX: P/	-2,243.56	
		Voucher: 2436		Ben309980	1/19/2023	MEDICARE: PAYMENT	148,022.30	145,778.74
2438	1/19/2023	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben309982	1/19/2023	SEIU DUES: PAYMENT	3,024.04	3,024.04
		Voucher: 2438						
2439	1/19/2023	00000004	NATIONWIDE RETIREMENT SOLL	Ben309984	1/19/2023	DEF COMP NATIONWIDE: PAYME	69,650.97	69,650.97
		Voucher: 2439						
2440	1/19/2023	00004996	SEIU-COPE LOCAL 721, LA/OC CI	Ben309986	1/19/2023	SEIU- COPE LOCAL 721 DEDUCT	41.00	41.00
		Voucher: 2440						
2441	1/19/2023	00004988	CHILD SUPPORT ON-LINE, STATE	Ben309988	1/19/2023	CHILD SUPPORT-ONLINE: PAYMI	1,166.99	1,166.99
		Voucher: 2441						
2442	1/19/2023	0009920	OCSE CLEARINGHOUSE SDU	Ben309990	1/19/2023	GARNISHMENT - AR CHILD SUPP	324.00	324.00
		Voucher: 2442						
2444	1/19/2023	00001186	EMPLOYMENT DEVELOPMENT D	Ben309998	1/19/2023	STATE WITHHOLDING TAX: PAYM	-1,084.47	
		Voucher: 2444		Ben309978	1/19/2023	SDI: PAYMENT	52,373.45	51,288.98
<b>Sub total for BANK OF THE WEST:</b>								<b>503,222.48</b>
<b>8 wire transfers in this report.</b>								
<b>Grand Total All Wire Transfers:</b>								<b>503,222.48</b>

**WARRANT REGISTER SUMMARY  
CITY COUNCIL MEETING OF 2/14/2023**

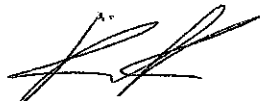
TOTAL PART I - PAYROLL-RELATED CHECKS	1,557.98
TOTAL PART II - PREPAID CHECKS (1/18/2023)	180,365.94
TOTAL PART III - PREPAID CHECKS (1/26/2023)	51,163.96
TOTAL PART IV - PAYROLL-RELATED CHECKS	57,042.49
TOTAL PART V - PREPAID CHECKS (2/1/2023)	165,571.81
TOTAL PART VI - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS	827,471.42
TOTAL PART VII - PAYROLL-RELATED WIRE TRANSFERS	1,035,142.81
TOTAL PART VIII - PAYROLL-RELATED WIRE TRANSFERS	503,222.48
	<hr/>
SUB - TOTAL	2,821,538.89
LESS: VOIDS	(2,921.65)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(749,398.72)
	<hr/>
GRAND TOTAL	2,069,218.52
	<hr/> <hr/>

**SOUTH GATE CITY COUNCIL  
WARRANT APPROVAL AND CANCELLATION**

Warrant Number 99719 to Warrant Number 99900 inclusive, plus WireTransfers totaling \$2,069,218.52, as listed on the accompanying Accounts Payable Warrant Register of FEBRUARY 14, 2023 are approved as presented, with the exception of the following voided and replacement warrants:

Voided Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
98783	CANON USA	11/8/2022	\$ 2,921.65	WRONG VENDOR. DEPARTMENT WILL RESUBMIT
	<b>TOTAL OF VOIDED CHECKS</b>		\$ 2,921.65	
	<b>* TOTAL OF REPLACEMENT CHECKS</b>		\$ 0.00	

\* Replacement checks reported in previous warrant registers have no impact to the grand total.

  
 \_\_\_\_\_  
 DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on February 14, 2023 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.