



**SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA**

Tuesday, February 13, 2024 at 6:30 p.m.

AMENDED

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

**DIAL-IN-NUMBER: 1 (669) 900-6833
MEETING ID: 871 5768 5860
[HTTPS://US02WEB.ZOOM.US/J/87157685860](https://us02web.zoom.us/j/87157685860)**

**TO ADDRESS THE CITY COUNCIL PRESS *9 TO RAISE YOUR
HAND THEN *6 TO UNMUTE YOURSELF WHEN INSTRUCTED**

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Gil Hurtado, Mayor
INVOCATION: Pastor Bobby Scott, Community of Faith Bible Church
PLEDGE OF ALLEGIANCE: Arturo Cervantes, Assistant City Manager/Public Works Director
ROLL CALL: Yodit Glaze, City Clerk

City Officials

MAYOR
Gil Hurtado

CITY CLERK
Yodit Glaze

VICE MAYOR
Maria Davila

CITY TREASURER
Jose De La Paz

COUNCIL MEMBERS

CITY MANAGER

Maria del Pilar Avalos
Joshua Barron
Al Rios

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

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

1. Resolution in support of the reinstatement of healthcare workers allegedly terminated improperly, and in support of healthcare workers seeking higher compensation and better working conditions at St. Francis Medical Center

The City Council will consider: (ATTY)

- a. Adopting a **Resolution** supporting the reinstatement of the healthcare workers who were allegedly terminated improperly, and in support of healthcare workers seeking higher compensation and better working conditions; and
- b. Authorizing the Mayor to execute the Resolution in a form acceptable to the City Attorney and directing the City Manager to transmit a copy of the Resolution forthwith to St. Francis Medical Center.

Documents:

[Item 1 Report 02-13-24.pdf](#)

2. Resolution declaring a continued emergency and authorizing repair, replacement or maintenance activities of public Facilities related to the Urban Orchard, City

Project No. 539-PRK without public bidding, pursuant to the Emergency Contracting Procedures of the South Gate Municipal Code and the California Public Contract Code

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

Documents:

[Item 2 Report 02-13-24.pdf](#)

3. Resolution approving Amended and Reinstated Joint Powers Agreement with the Los Angeles Area Integrated Waste Management Authority to continue City Membership and approve Amended and Reinstated Joint Powers Agreement

The City Council will consider: (PW)

- a. Adopting a **Resolution** approving the Amended and **Reinstated Joint Powers Agreement** ("JPA") with the Los Angeles Area Integrated Waste Management Authority to continue City membership in the JPA, which has annual membership dues estimated at \$41,889;
- b. Approving the Amended and Reinstated Joint Powers Agreement;
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Approving appropriation of \$7,483 in Solid Waste Funds to fully fund membership dues for Fiscal Year 2023/24.

Documents:

[Item 3 Report 02-13-24.pdf](#)

4. Memorandum of Understanding with Los Angeles County Flood Control District to secure Prop 1 Round 2 Integrated Regional Water Management Implementation Grant Funds for the Water Main Replacement Phase I, City Project No. 689-WTR

The City Council will consider: (PW)

- a. Approving the **Memorandum of Understanding** ("MOU") with the Los Angeles County Flood Control District to secure \$2,342,400 in Proposition 1 Round 2 Integrated Regional Water Management ("IRWM") Implementation Grant Funds for the Water Main Replacement Phase I, City Project No. 689-WTR;
- b. Authorizing the Mayor to execute the Memorandum of Understanding in a form acceptable to the City Attorney;

c. Appropriating \$2,342,400 in Proposition 1 Round 2 IRWM Implementation Grant Funds to fund the Project; and

d. Authorizing payment to the Los Angeles County Flood Control District of up to \$105,408, as required by the Memorandum of Understanding.

Documents:

[Item 4 Report 02-13-24.pdf](#)

5. Amendment No. 2 to Contract No. 2023-94-CC with MV Cheng & Associates for temporary professional finance and accounting services

The City Council will consider: (ADMIN SVCS)

a. Approving **Amendment No. 2 to Contract No. 2023-94-CC** with MV Cheng & Associates, through June 30, 2024, for temporary professional finance and accounting services in an amount not-to-exceed \$85,000;

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

Documents:

[Item 5 Report 02-13-24.pdf](#)

6. Agreement with Nobel Systems, Inc. to consolidate existing Geographic Information System services

The City Council will consider: (PW)

a. Approving a **Professional Services Agreement** with Nobel Systems, Inc., to consolidate existing Geographic Information System ("GIS") services under one agreement, as well as to expand services to enhance the Field Operations Division's GIS-based Service Request System, in an amount-not-to-exceed \$685,500 for a term of five (5) years with the provision to extend for two additional years;

b. Appropriating \$27,300 in Water Funds, \$12,100 in Gas Tax Funds, and \$20,000 in General Funds for Fiscal Year 2023/24 services; and

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

Documents:

[Item 6 Report 02-13-24.pdf](#)

7. Agreement with Syntech Systems, Inc. for the installation of Fuel Management System at City facilities

The City Council will consider: (PW)

- a. Approving a 3-year **Agreement** with Syntech Systems Inc. for the installation of fuel management systems at the Public Works Corporate Yard, Parks Yard, and Police Station, for an amount not-to-exceed \$124,460;
- b. Approve an appropriation of \$6,156 from Fleet Management Funds;
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Rescinding a prior award by the City Council on April 26 2022 to E.J. Ward in the amount of \$165,420 based on the contractor's failure to execute a similar agreement.

Documents:

[Item 7 Report 02-13-24.pdf](#)

8. Minutes

The City Council will consider: (CLERKS)

- a. Approving the Special and Regular Meeting minutes of December 12, 2023;
- b. Approving the Special and Regular Meeting minutes of January 9, 2024; and
- c. Approving the Special and Regular Meeting minutes of January 23, 2024.

Documents:

[Item 8 Report 02-13-24.pdf](#)

Reports, Recommendations And Requests

9. Receive and File presentation of the Tweedy Mile Complete Streets Project, City Project No. 614-ST, Federal Project No. ATPL-5257(039)

The City Council will consider receiving and filing a presentation of the Tweedy Mile Complete Street Project, City Project No. 614-ST, Federal Project No. ATPL-5257(039) and collect public input. (PW)

Documents:

[Item 9 Report 02-13-24.pdf](#)

10. Approve warrant register for February 13, 2024

The City Council will consider approving the Warrants and Cancellations for February 13, 2024: (ADMIN SVCS)

Total of Checks: \$5,732,792.81

Voids: (\$ 0.00)
Total Payroll Deductions: (\$ 752,181.92)
Grand Total: \$4,980,610.59

Cancellations: 104495

Documents:

[Item 10 Report 02-13-24.pdf](#)

11. Removing a Parks and Recreation Commission Appointee and Directing staff to advertise Vacancies

The City Council will consider: (CLERKS)

- a. Approving a motion by Council Member Maria del Pilar Avalos to remove her appointee, Adolfo Varas as Commissioner from the Parks & Recreation Commission; this motion must be approved by the City Council with a four-fifths vote; and
- b. Directing the City Clerk to open the application process to fill vacancies in the Parks & Recreation Commission and the Tweedy Mile Advisory Board.

Documents:

[Item 11 Report 02-13-2024.pdf](#)

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on February 8, 2024, at 4:15 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

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

MEETING SCHEDULE

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

The Public can sign up to receive automatic notices of postings of agendas for the City Council or any

other Commission or Board of the City of South Gate. Visit the City webpage and click on the Agenda & Minutes icon. That will take you the page where an individual can enter their email in the “Email Updates” box to register.

PUBLIC COMMENT/PARTICIPATION

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

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

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

CURFEW

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

STAFF REPORTS

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

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

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

FEB 08 2024

9:35 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 13, 2024

Originating Department: City Attorney's Office

City Attorney: Raul F. Salinas City Manager: Rob Houston
Raul F. Salinas Rob Houston

SUBJECT: RESOLUTION IN SUPPORT OF THE REINSTATEMENT OF HEALTHCARE WORKERS ALLEGEDLY TERMINATED IMPROPERLY, AND IN SUPPORT OF HEALTHCARE WORKERS SEEKING HIGHER COMPENSATION AND BETTER WORKING CONDITIONS AT ST. FRANCIS MEDICAL CENTER

PURPOSE: To adopt a Resolution in support of the healthcare workers at St. Francis Medical Center in Lynwood, California. This item was placed on the City Council Agenda at the request of the Mayor, Gil Hurtado.

- RECOMMENDED ACTIONS:** The City Council will consider:
- a. Adopting a Resolution supporting the reinstatement of the healthcare workers who were allegedly terminated improperly, and in support of healthcare workers seeking higher compensation and better working conditions; and
 - b. Authorizing the Mayor to execute the Resolution in a form acceptable to the City Attorney and directing the City Manager to transmit a copy of the Resolution forthwith to St. Francis Medical Center.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: St. Francis Medical Center ("SFMC"), based in Lynwood, provides essential medical services at its facility to the entire community of South Gate residents. The City of South Gate ("City") relies on SFMC to provide quality care by employing healthcare workers who are experienced and knowledgeable in their respective medical fields.

The COVID-19 Pandemic left in its wake healthcare workers exhausted, demoralized, and pushed to the brink, causing them to leave the field at record rates. The impact on those workers was particularly harsh given that the residents of this City, a largely Hispanic community, statistically experienced higher fatality and deeper impacts from the pandemic. Thus, the City has an interest in monitoring institutions like SFMC because of the essential role they play in the overall community health of the City.

The City is informed and understands that SFMC has experienced persistent challenges in staffing. The City is also informed and understands that St. Francis Medical Center, as of December 20, 2023, terminated nine healthcare workers, all who served at tremendous personal sacrifice and risk to their own health throughout an unprecedented global pandemic. Thus, it is particularly disconcerting that SFMC may have terminated experienced healthcare workers having deep roots in the community that it serves.

The City believes that its community cannot afford to lose any of these experienced and committed healthcare workers, particularly if the basis for such terminations resulted from engaging in protected union activity, and as such, the City intends to follow and support the effort by the unions SEIU-UHW and UNAC/UHCP, which have filed Unfair Labor Practice charges on these workers' cases and other additional violations of federal law.

Using the attached Resolution, the City encourages SFMC to govern itself in accordance with state and federal law and to seek resolution promptly in the handling of the unfair labor charges brought on behalf of the nine workers, and in the way in which it treats and compensates the healthcare workers employed there who so devotedly provide needed and critical care to the residents of South Gate and surrounding communities.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. ____

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, IN SUPPORT OF THE REINSTATEMENT OF HEALTHCARE WORKERS WHO WERE ALLEGEDLY TERMINATED IMPROPERLY, AND IN SUPPORT OF HEALTHCARE WORKERS SEEKING HIGHER COMPENSATION AND BETTER WORKING CONDITIONS AT ST. FRANCIS MEDICAL CENTER

WHEREAS, the service area for health care services provided by St. Francis Medical Center in Lynwood includes the entire community of the City of South Gate;

WHEREAS, given the COVID-19 Pandemic left in its wake healthcare workers exhausted, demoralized, and pushed to the brink, causing them to leave the field at record rates, and amidst persistent challenges in staffing, it is particularly disconcerting that a hospital may have terminated experienced healthcare workers having deep roots in the community they serve;

WHEREAS, the City is informed and understands that St. Francis Medical Center, as of December 20, 2023, terminated nine healthcare workers, who all served at tremendous personal sacrifice and risk to their own health throughout an unprecedented global pandemic;

WHEREAS, the City is informed and understands that these nine frontline caregivers have been visible in exercising their constitutionally protected rights to organize;

WHEREAS, the City believes that its community cannot afford to lose any of these experienced and committed healthcare workers, particularly if the basis for such termination resulted from engaging in protected union activity, and as such, the City intends to follow and support the effort by the unions SEIU-UHW and UNAC/UHCP, which have filed Unfair Labor Practice charges on these workers' cases and other additional violations of federal law; and

WHEREAS, the City encourages St. Francis Medical Center to govern itself in accordance with state and federal law and to seek resolution promptly in the handling of the unfair labor charges brought on behalf of the nine workers, and in the way in which it treats and compensates the healthcare workers employed there, who so devotedly provide needed and critical care to the residents of South Gate and surrounding communities.

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 adopt this Resolution and directs that a copy of this Resolution be transmitted by the City Manager forthwith to St. Francis Medical Center.

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 **13th** day of **February 2024**.

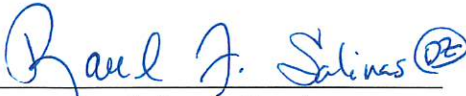
CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

FEB 08 2024

10:35 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: January 23, 2024

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Rob Houston

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

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

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

FISCAL IMPACT: There is no impact to the General Fund. The Urban Orchard Project ("Project") has received a total of \$30.5 million in grant and other funds for design, construction, operations, and maintenance, as summarized below, inclusive of a \$5,000,000 grant from Caltrans.

ANALYSIS: The Project was under construction and approximately 80% of construction work has been completed. On December 29, 2022, the City received a Corrective Action Order ("Order") from the County. The Order required the City to stop all construction activities until such a time as a Post Closure Land Use Plan ("PCLUP") for the Project site was approved by the County. Given the PCLUP approval process and input received to date, it will take at least several months, possibly six or more, to obtain approval.

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

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

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

The City is working diligently to secure the PCLUP approval. The process has been initiated with the submittal of technical documents such as the Workplan for interim measures and a Summary of Site Investigation, and the City continues to address the requirements imposed by the County.

Since the original Resolution declaring an emergency was approved by the City Council on February 6, 2023, the following contracts, expenditures, and milestones have been undertaken:

1. NR Development Inc., was informed that Contract No. 2021-66-CC was terminated by the City Council effective February 13, 2023, except for maintenance activities. Staff met with NR Development Inc., to discuss the steps to close out construction activities and continue maintenance activities. As of February 16, 2023, NR Development Inc., is no longer providing any project services or maintenance activities.
2. City forces provided maintenance services on the site. The site was secured with perimeter fencing and security contract services.
3. Coordination with the Trust for Public Land ("TPL") to complete the process to prepare the technical documents necessary to secure a replacement contractor was completed. Preliminarily selected a recommended interim contractor; conducted a field review; and received a fee proposal for the interim maintenance and construction activities approved by the Local Enforcement Agency ("LEA"). Received a proposal from the contractor and have begun negotiations.

4. Submitted to the LEA the Summary of Investigations Report, Workplan of Interim Control Measures (“WICM”), Supplemental WICM and Phase II Workplan. Received approval of the WICM and conditional approval of the Phase II Workplan. Submitted a revised WICM as requested by the LEA. Submitted the revised Phase II Workplan on April 18, 2023. On May 9, 2023, the LEA approved the Revised WICM for which the safety measures were implemented by May 12, 2023.
5. Approved a funding increase for TPL in the amount of \$50,000. On January 24, 2023, the City Council approved a \$250,000 budget for Amendment No. 6 to Contract No. 3352 with TPL, however, Amendment No. 6 had a budget requirement of \$300,000. A budget increase of \$50,000 was administratively approved to align the amount of the budget authority with the \$300,000 budget requirement for Amendment No. 6, which provides funding for the technical services required to comply with requirements from the LEA.
6. A bid was received from LA Engineering to complete the construction of maintenance activities in the WICM approved by the LEA for the Urban Orchard Project. A construction contract in the amount of \$2,919,248 was executed administratively under the authority granted by the subject resolution.
7. Construction work began on the scope of work approved in the WICM. Progress to date includes completing backfill of overflow structure at the south wetland, completing the north wetland slope stabilization, backfill of the reservoir, construction of the easement road, and boarding up the education and maintenance buildings. Construction is substantially complete for the work adjacent to the Bandini Channel. Pending work includes completion of the electrical distribution system, and the installation of the security cameras. Construction of the WICM is scheduled to be completed in mid-February 2024.
8. Methane gas monitoring began as of June 2023 and was completed in December 2023. There are 16 probes throughout the 7-acre site. One probe has detected low traces of methane; however, the amount is below regulatory requirements. A preliminary meeting was held with the LEA to review the results and discuss next steps. The City’s consultant has submitted a final report. Comments are expected between 30 to 60 days.

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

The Project is being constructed on a property that was used as an unpermitted landfill until 1949 by an entity known as Southeastern Disposal and By-Products. The property site is identified in CalRecycle’s Solid Waste Information System (“SWIS”) as an Unpermitted Closed Solid Waste Disposal Site and SWIS No. 19-AA-5545. In 1984, the State of California Department of Health Services, Toxic Substances Control Division concluded that the clean-up work completed effectively mitigated waste constituents to proceed with the Lewis Homes residential

development project. The requirements of the PCLUP came into effect in 1988. As such, the project site is subject to State solid waste regulations that require the PCLUP before any change to the current land use, construction, or land preparation can occur.

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

Construction is currently at the 80% completion stage. Improvements that have been substantially completed include, but are not limited to, rough grading, drop inlet for storm water diversion structures in the Bandini Channel, a wetland overlook area, the stream adjacent to the education/flexible space building and wetland, south bio swale, construction of 18 raised planters, planting of 75 trees, installation of the prefabricated education center and the restroom/maintenance building, two shade structures, a water element at the playground, installation of multi-use walking and bicycle pathways, exercise equipment located at various stages along the walking and bicycle paths, benches, picnic tables, drinking fountains, trash cans, and pathway lighting. The total estimated cost of improvements completed to date is over \$12 million.

The Project has received the listed grants. The process has begun to enter into an agreement with Caltrans to receive an additional \$5 million for a grand total of \$30.5 million.

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

ATTACHMENT: Proposed Resolution

GD:lc

RESOLUTION NO. ____

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

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

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

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

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

WHEREAS, the City has terminated its construction agreement with the contractor, except for the requirement for the contractor to perform certain maintenance activities;

WHEREAS, although no construction activities will occur at the Project site until the County issues its PCLUP, it will be necessary in the interim for certain minimal maintenance activities to be performed at the site for the protection of the existing improvements and/or for public safety (collectively, the “Maintenance Activities”);

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

WHEREAS, the City is working diligently to secure the PCLUP approval. The process has been initiated; the Workplan for interim measures has been approved and construction is scheduled for February 2024; a Summary of Site Investigation has been completed; and the final report has been submitted to the County.

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

1. The County's issuance of the Cease and Desist and Corrective Action Order at the current stage of the Project work, coupled with the immediate and ongoing need to perform the Maintenance Activities, has created an emergency for the City with respect to the Project; and
2. The emergency will not permit a delay resulting from a competitive solicitation for bids to perform the Maintenance Activities; and
3. The actions to be taken pursuant to the Resolutions set forth below continue to be necessary to respond to the emergency; and
4. The City is working diligently to secure the PCLUP approval. The process has been initiated with the submittal of technical documents such as the Workplan for interim measures and a Summary of Site Investigation, and the City continues to address the requirements imposed by the County.

NOW, THEREFOR, THE 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 and findings are true and correct and incorporated herein by reference.

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED this 13th day of **February 2024**.

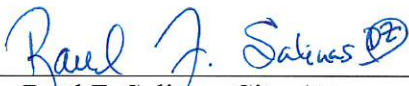
CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

FEB 08 2024

10:35 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 13, 2024

Originating Department: Public Works

Department Head:


Arturo Cervantes

City Manager:


Rob Houston

SUBJECT: RESOLUTION APPROVING AMENDED AND RESTATED JOINT POWERS AGREEMENT WITH THE LOS ANGELES AREA INTEGRATED WASTE MANAGEMENT REGIONAL AGENCY AND APPROVAL OF THE JOINT POWERS AGREEMENT

PURPOSE: To adopt a Resolution approving the Amended and Reinstated the Joint Powers Agreement with the Los Angeles Area Integrated Waste Management Authority (“LARA”) to continue participation.

RECOMMENDED ACTION: The City Council will consider

- a. Adopting a Resolution approving the Amended and Reinstated Joint Powers Agreement (“JPA”) with the Los Angeles Area Integrated Waste Management Authority to continue City membership in the JPA, which has annual membership dues estimated at \$41,889;
- b. Approving the Amended and Reinstated Joint Powers Agreement;
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Approving appropriation of \$7,483 in Solid Waste Funds to fully fund membership dues for Fiscal Year 2023/24.

FISCAL IMPACT: There is no impact to the General Fund. Fiscal Year 2023/24 Membership dues are in the amount of \$41,889 which will be funded by Solid Waste Funds. A total of \$34,406 in Solid Waste Funds is budgeted in the FY 2023/24 Public Works Operating Budget. An appropriation is needed in the amount of \$7,483 to fully fund the FY 2023/24 membership dues. Membership for future years will be budgeted as a part of the annual fiscal year budgeting process.

ANALYSIS: In 2002, LARA was formed as a Regional Agency to provide cooperative solid waste reporting and program activities to the participating agencies. LARA reported to the State combined disposal and diversion quantities to comply with AB 939.

Currently, LARA reports, as a single entity, the annual regional compliance with AB 939, AB 341, AB 1826 and SB 1383 reporting requirements and works towards the implementation of regional waste reduction and regional recycling diversion programs, including but not limited to

organic programs, and compliance with both existing and similar future regulation and legislation.

Legislation related to solid waste management has changed since the 2002 formation of LARA. For example, AB 1826 and SB 1383 were passed by the State to increase organics recycling requirements. The Amended and Restated Joint Power Agreement reflects these changes in legislation, specifically new organic waste reduction laws. Further, CalRecycle enforces the implementation of SB 1383 for the State. They have required the City's existing JPA with LARA be updated and amended. The amended JPA will authorize LARA to report, on behalf its member agencies, information related to organics recycling compliance including recent changes to the waste diversion calculation methodology used by CalRecycle as well as several revisions to the original JPA language which is now over twenty years old.

The proposed JPA required membership dues, which are calculated per ton of solid waste disposed of at landfills. For FY 2023/24, the amount is \$0.30 cents per ton disposed at landfills in calendar year 2021.

The following highlights the updates made to the JPA:

| Existing Agreement | Proposed Agreement |
|---|---|
| LARA will report as a single entity the annual regional compliance with AB 939 reporting requirements and to work towards the implementation of regional waste reduction and regional recycling diversion programs. | LARA will report as a single entity the annual regional compliance with AB 939, AB 341, AB 1826, and SB 1383 reporting requirements and to work towards the implementation of regional waste reduction and regional recycling diversion programs, including, but not limited to, organics programs and compliance with both existing and similar future regulations and/or legislation; and |
| LARA will assess the annual dues at \$0.15 per ton of the landfill disposal year 2000 as the base year | <p>The annual fees remain as a per ton methodology and the per ton fee is codified in the Bylaws.</p> <p>Amendment No. 5 to the Bylaws approved on September 21, 2023, set the amount of \$0.30 per ton of landfill disposal beginning using the most current disposal volumes obtained from CalRecycle.</p> <p>CalRecycle's most current disposal volumes are from calendar year 2021.</p> |

BACKGROUND: CalRecycle approved the formation of LARA for the purpose of meeting the waste reduction mandates set by State Assembly Bill 939. The JPA was originally formed by fourteen (14) members cities in 2002. Currently, LARA is a consortium of eighteen (18) cities in Southern California and allows these agencies to combine efforts on programs and waste diversion tonnage to achieve cumulative benchmarks. Some advantages of LARA membership are:

- LARA submits a consolidated report on behalf of its members for all of the 57 Source Reduction & Recycling Element Programs established by CalRecycle.
- Cities can focus on program implementation rather than numerical compliance.
- LARA allows cities to share costs and conduct new “regional level” base year studies, if required.
- Provides member cities a unified voice on issues and concerns faced by each member.
- LARA is allowed to use the average waste diversion and disposal over all cities in the agency, smoothing out fluctuations due to confusion about jurisdictional boundaries or changes in the Disposal Reporting System (“D.R.S.”)
- Offers a low annual fee–based on the latest disposal report from CalRecycle and the D.R.S.

ATTACHMENTS: A. Proposed Resolution (including Exhibit A)
B. Contract No. 2082

GD:lc

RESOLUTION NO. ____

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SOUTH GATE, CALIFORNIA, APPROVING THE AMENDED AND
REINSTATED JOINT POWERS AGREEMENT WITH THE LOS
ANGELES AREA INTEGRATED WASTE MANAGEMENT AUTHORITY**

WHEREAS, the California Public Resources Code, Sections 40970 through Section 40975 allows cities and counties to form Regional Agencies to implement PRC Division 30, Part 2, Integrated Waste Management Plans, in order to reduce the cost of reporting and tracking of disposal and diversion programs by individual jurisdictions and counties and to increase the diversion of solid waste from disposal facilities;

WHEREAS, in 2002, the City entered into a Joint Powers Agreement (“JPA”) with 14 agencies to establish a Regional Agency known as the Los Angeles Area Integrated Waste Management Authority (“LARA”) to provide cooperative solid waste reporting and program activities to the participating parties;

WHEREAS, the JPA formed LARA for purposes of combining disposal and diversion quantities for determining compliance with the California Integrated Waste Management Act of 1989 and to allow for the efficient operation of diversion programs on a region-wide basis;

WHEREAS, State regulatory changes have caused the need to amend and reinstate the JPA to continue meeting program goals and purposes;

WHEREAS, LARA reports as a single entity the annual regional compliance with AB 939 reporting requirements and works towards the implementation of regional waste reduction and regional recycling diversion programs; and

WHEREAS, by participating in LARA, the City will be able to meet compliance requirements with AB 939, AB 341, AB 1826, and SB 1383 and will work towards the implementation of regional waste reduction and regional recycling diversion programs including, but not limited to, organics programs and compliance with both existing and similar future regulations and/or legislation.

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

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

SECTION 2. The City Council does hereby approve the Amended and Restated Joint Powers Agreement with the Los Angeles Area Integrated Waste Management Authority (Exhibit A) in its present or substantially similar format.

SECTION 3. The City Council does hereby authorize the Mayor to execute the Amended and Restated Joint Powers Agreement with the Los Angeles Area Integrated Waste Management Authority.

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

PASSED, APPROVED and ADOPTED this 13th day of **February 2024**.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

Amended and Restated Joint Powers Agreement

between the following jurisdictions:

1. City of Artesia
2. City of Beverly Hills
3. City of Bradbury
4. City of Downey
5. City of Duarte
6. City of Hermosa Beach
7. City of Hidden Hills
8. City of Los Angeles
9. City of Lynwood
10. City of Manhattan Beach
11. City of Palos Verdes Estates
12. City of Pomona
13. City of Rancho Palos Verdes
14. City of Redondo Beach
15. City of Rosemead
16. City of Sierra Madre
17. City of South Gate
18. City of Torrance

**Establishing the Los Angeles Area
Integrated Waste Management Authority**

**Amended and Restated Joint Powers Agreement –
Los Angeles Area Integrated Waste Management Authority**

This Joint Powers Agreement – Los Angeles Area Integrated Waste Management Authority; effective the 13th day of February, 2024, ("Agreement") is made and entered into by and between the cities of:

1. Artesia
2. Beverly Hills
3. Bradbury
4. Downey
5. Duarte
6. Hermosa Beach
7. Hidden Hills
8. Los Angeles
9. Lynwood
10. Manhattan Beach
11. Palos Verdes Estates
12. Pomona
13. Rancho Palos Verdes
14. Redondo Beach
15. Rosemead
16. Sierra Madre
17. South Gate
18. Torrance

each a municipal corporation, hereinafter also referred to individually as "Party" and collectively as "Parties".

Whereas, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

Whereas, the State of California has enacted the California Integrated Waste Management Act of 1989 (AB 939), California Public Resources Code § 40000 et seq., mandating that municipalities and county unincorporated areas divert material from disposal, and has promulgated regulations promoting material reuse and recycling; and

Whereas, the foregoing Parties to this agreement have the power to provide waste management services including the storage, collection, recycling, and disposal of solid wastes within their respective jurisdictions; and

Whereas, the foregoing Parties desire and agree to form a regional agency to report as a single entity the annual regional compliance with AB 939, AB 341, AB 1826, and SB 1383 reporting requirements and to work towards the implementation of regional waste reduction and regional recycling diversion programs, including, but not limited to, organics programs and compliance with both existing and similar future regulations and/or legislation; and

Whereas, each of the foregoing Parties has a CalRecycle-approved Source Reduction and Recycling Element, a CalRecycle-approved Solid Waste Generation Study, a

CalRecycle-approved Household Hazardous Waste Element, and a CalRecycle-approved Non-Disposal Facility Element; and

Whereas, on the date above, this agreement was entered into by the Parties to this agreement whereby the Los Angeles Area Integrated Waste Management Authority is established to be a “Regional Agency” entity to provide cooperative solid waste reporting and program activities to the participating parties; and

Whereas, the California Public Resources Code, Sections 40970 through Section 40975 allows cities and counties to form Regional Agencies to implement PRC Division 30, Part 2, Integrated Waste Management Plans, in order to reduce the cost of reporting and tracking of disposal and diversion programs by individual jurisdictions and counties and to increase the diversion of solid waste from disposal facilities; and

Whereas, by this agreement, the Parties hereto wish to enter into this agreement to form a Regional Agency for purposes of combining disposal and diversion quantities for determining compliance with the California Integrated Waste Management Act of 1989 and to allow for the efficient operation of diversion programs on a region-wide basis and hereby authorize the Regional Agency to submit annual reports to CalRecycle on behalf of the Parties regarding the Parties’ compliance with Senate Bill 1383 (SB 1383) and corresponding regulations codified in Title 14, Division 7, Chapter 12 of the California Code of Regulations, consistent with the requirements prescribed by CalRecycle; and

Whereas, the members of the Agency desire to revise the language of the agreement to reflect updated terminology and operating practices;

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions

- 1.1 **Agreement.** This Agreement as it is now exists, or as it may be amended.
- 1.2 **AB 341.** Solid Waste: Diversion (Chesbro, Chapter 476, Statutes of 2011).
- 1.3 **AB 939.** The California Integrated Waste Management Act of 1989.
- 1.4 **AB 1826.** Mandatory Commercial Organics Recycling (Chesbro, Chapter 727, Statutes of 2014).
- 1.5 **Agency/Regional Agency.** Los Angeles Area Integrated Waste Management Authority, also referred to as Los Angeles Regional Agency, or LARA, formed pursuant to California Public Resources Code Sections 40970 through 40975 and approved by CalRecycle.
- 1.6 **Agency Staff.** Personnel employed by the City of Los Angeles responsible for administration of the Agency that may serve in the capacity of Manager, Executive Director, Administrator, and/or another capacity.
- 1.7 **Annual Report.** The report required by the State of California to measure compliance to the provisions of AB 939, AB 341, AB 1826, and SB 1383.
- 1.8 **Board.** Body consisting of a representative designated by the governing body of each member.

- 1.9 **Bylaws.** The rules and regulations document enacted by the Agency to provide a framework for its operation and management.
- 1.10 **CalRecycle.** California Department of Resources Recycling and Recovery.
CalRecycle is the successor agency to the California Integrated Waste Management Board (CIWMB).
- 1.11 **Chair/Vice-Chair.** Board representatives elected by a majority vote of the Board with responsibilities as stated in Section 10.3.
- 1.12 **Fiscal Year.** Any year beginning July 1 and ending June 30.
- 1.13 **HHWE.** Household Hazardous Waste Element
- 1.14 **Jurisdiction.** Incorporated Parties who may be Members of the Agency.
- 1.15 **Member/Members.** Jurisdictions who are parties to the Agreement.
- 1.16 **NDFE.** Non-Disposal Facility Element
- 1.17 **SB 1383.** Short-lived Climate Pollutants (SLCP): Organic Waste Reductions (SB 1383 Lara, Chapter 395, Statutes of 2016 , and implementing regulations, 14 CCR 18981.1, et seq.).
- 1.18 **Secretary.** Board representative elected by the Board with duties as stated in Section 10.5.
- 1.19 **SRRE.** Source Reduction and Recycling Element
- 1.20 **Treasurer.** Board representative elected by the Board with duties as stated in Section 10.4.

Section 2. Purpose of Agreement

This Agreement is made and entered into for the purpose of forming a Regional Agency pursuant to California Public Resources Code Sections 40970 through 40975, the Regional Agency being established for purposes of combining disposal and diversion quantities for determining compliance with AB 939, to allow for the efficient operation of diversion programs on a region-wide basis as allowed by Members under this agreement, and to allow for the development of Regional Integrated Waste Management Plans including a Source Reduction and Recycling Element, Household Hazardous Waste Element, and Non-Disposal Facility Element.

The Agency will pool together the resources of its Members as stated in this agreement to provide AB 939 compliance as well as AB 341 and AB 1826 reporting and SB 1383 recordkeeping and reporting services to the Members. The Agency will be responsible for preparing the annual regional diversion rate calculation for the Regional Agency, and submitting the report to CalRecycle.

The Members enter the agreement with the intent to benefit from the regional programs and regional reporting that the Agency will provide.

Section 3. Term of Agreement

The term of this agreement shall commence on February 13, 2024, and shall continue until amended or terminated pursuant to the terms contained herein.

Section 4. Powers of the Agency

4.1 The Agency is authorized to perform the following functions as required by the terms of this Agreement and the bylaws of the Agency:

- 4.1.1 to make and enter into contracts;
- 4.1.2 to apply for and accept grants, advances and contributions;
- 4.1.3 to make plans and conduct studies;
- 4.1.4 to incur and discharge debts, liabilities and obligations;
- 4.1.5 to hire agents and employees.

4.2 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event do these powers expressly granted restrict the individual power of each Member with regards to solid waste management under their jurisdiction. Furthermore, in no event shall the Agency be authorized to exercise any power not expressly granted by this Agreement. The Members hereby designate the City of Los Angeles as the Member required to be designated by Section 6509 of the California Government Code.

Section 5. Responsibilities of the Regional Agency

5.1 This Agreement hereby creates and establishes an authority to be known as the "Los Angeles Area Integrated Waste Management Authority". The Authority shall constitute a Regional Agency pursuant to Public Resources Code Section 40973. Said Agency shall be responsible for compliance with the waste diversion

requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780).

5.2 The Agency will be responsible for providing the following services for the benefit of the Members:

5.2.1 The Agency will be responsible for preparing the Annual Report with collective information submitted by the Members and submitting the report to CalRecycle;

5.2.2 The Agency will develop standardized database tools for monitoring, tracking, and evaluating implemented jurisdiction-owned/operated diversion programs and make them available to all members;

5.2.3 The Agency will conduct a new “regional level” generation-based diversion study when required by CalRecycle or when a study is needed for a new baseline for its Members;

5.2.4 The Agency will provide legislative and regulatory analysis on pending regulations and legislation for Members;

5.2.5 The Agency will seek grant funding for additional Regional Agency activities.

5.2.6 The Agency will evaluate and disseminate information to Members about innovative waste management/recycling technologies. As directed by the Board and upon available funding, the Agency will conduct additional programs based on additional funding such as but not limited to: cooperative food waste donation for reuse, technical assistance for business recycling, investigate forming cooperative partnerships to develop additional capacity for processing and/or reuse of materials, and/or pool buying power of Members to lower the cost of recycled-content products.

Section 6. Duties and responsibilities of Member Jurisdictions

- 6.1 Each Member will be responsible for funding and/or implementing programs recommended for implementation in their jurisdiction as adopted in their respective SRRE and for continued support of the associated programs as adopted in their respective HHWE.
- 6.2 Each Member will also provide funding of the Agency for its operation in accordance with Section 9, the implementation of regional programs, and for preparing the annual regional diversion rate calculation for the progress made by the Regional Agency.
- 6.3 Each Member shall provide the information required for annual report or new base year compilation to the Agency in a timely manner according to the format set forth by the Agency. The annual report information shall include, but not be limited to, all information required by AB 939, AB 341, AB 1826, and SB 1383.

Section 7. Approval of Agreement by CalRecycle

Pursuant to California Public Resources Code Section 40975(a), establishment of a Regional Agency requires authorization from CalRecycle, if CalRecycle finds that the formation of such a Regional Agency will not adversely affect compliance with PRC Division 30, Part 2. Integrated Waste Management Plans.

Section 8. Agency Financial Requirements

- 8.1 The Agency will follow the financial accounting requirements set forth in Government Code Section 6505, Section 6505.1, Section 6505.5, Section 6505.6, Section 6511, and Section 6512, herein incorporated by reference.
- 8.2 Agency Staff will prepare a budget for each fiscal year and present it to the Board before its approval by the City of Los Angeles. The assets, rights, debts, liabilities and obligations of the Agency shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for or assuming responsibility for specific debts, liabilities or obligations of the Agency, provided that both the Agency and the Member approve such contract or assumption.
- 8.3 Payment of Civil Penalties Imposed by CalRecycle - The Members hereby agree that the responsibility for any civil penalties incurred pursuant to AB 939, AB 341, AB 1826, or SB 1383 shall be assigned to the Agency. Should a penalty be assessed against the Agency for non-compliance after all administrative remedies are exhausted; the Members hereby authorize the Agency to allocate responsibility to the Members based upon equal division of the monetary fine between all of the participating Members. Any modification to this basis for determining responsibility for any civil penalties will be codified in the operating Bylaws.

Section 9. Funding

- 9.1 Members shall not be assessed the startup costs for the Agency of approximately \$150,000, which have been borne by the City of Los Angeles. As a Member, the City

of Los Angeles will contribute existing staff and resources totaling approximately \$300,000 per year to the Agency.

- 9.2 The City of Los Angeles will provide \$100,000 annually towards a new base year study to be prepared no less than three years but within five years from the original formation of the Agency.
- 9.3 Funding will be provided by each additional Member assessed as a fee per ton of the Member's landfill disposal. The fee will be codified in the Agency Bylaws and is subject to adjustments as directed by the Board. This fee will be due at the beginning of each fiscal year.

Section 10. Structure of the Agency

- 10.1 **Agency Staff.** The City of Los Angeles shall employ staff for the Agency. Agency Staff shall, upon direction by the Board, plan, organize, and direct the administration and operations of the Agency, shall advise the Chair/Vice-Chair on policy matters, shall develop Agency budgets, shall reply to communications on behalf of the Agency, shall attend meetings of the Board, and carry out other duties as needed.
- 10.2 **Board.** The Board of the Los Angeles Area Integrated Waste Management Authority shall be comprised of a representative from each of the Members. The Board shall make all policy decisions on behalf of the Agency, review and approve budgets, and decide the disbursement of discretionary funds collected under Section 9.3.
- 10.3 **Chair and Vice-Chair.** The officers of the Board shall include a Chair and Vice-Chair elected by a majority vote of Members. Their duties are to: Preside over

all meetings of the Board; Appoint all ad hoc committees subject to ratification by the Board; act as ex-officio members of all ad hoc committees.

- 10.4 **Treasurer.** The officers of the Board shall include a Treasurer elected by a majority vote of Members. His/her duties are to lead in the preparation and submission of Agency budgets to the Board and monitor expenditures with the assistance of the Agency administrative staff.
- 10.5 **Secretary.** The officers of the Board shall include a Secretary elected by a majority vote of the Members. His/her duties are to record attendance at all Agency meetings and keep a record of vote tallies when votes are taken by roll call.
- 10.6 **Committees.** Committees, subcommittees, and ad hoc committees shall be at the discretion of the Chair subject to ratification by the Board. The Chair may appoint any individual deemed qualified to serve on a Committee.
- 10.7 **Meetings.** The Board will hold regular meetings, at a minimum, on a quarterly basis. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.
- 10.8 **Brown Act.** All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.
- 10.9 **Minutes.** Agency staff shall cause minutes of all meetings of the Board to be kept and shall, after each meeting, cause a copy of the minutes to be forwarded to each Member.

Section 11. Addition of New Member Jurisdictions

- 11.1 The Agency will have the authority through an action by the Board to add New Member Jurisdictions to the Agency without modification to the existing Agreement by the amendment of Attachment(s) to this Agreement. Attachment(s) shall list the Member Jurisdictions and contain additional signature pages for each New Member. Each New Member shall have equal rights and responsibilities of all Members.
- 11.2 New members must apply to the Board in writing no less than 90 days before the end of each fiscal year to be considered for membership.
- 11.3 New Members will be assessed a prorated share of assets held by the Agency such as the reserve fund.

Section 12. Withdrawal and Termination

- 12.1 Any Member may voluntarily withdraw from this Agreement by filing with the Agency a written notice to withdraw no less than one hundred eighty (180) days prior to the close of the Agency's fiscal year.
- 12.2 A Jurisdiction's participation and membership may be terminated by the Agency for non-performance of its responsibilities and/or duties required under Sections 6.1, 6.2, and 6.3 of this Agreement. A vote by a majority of the Members is needed to terminate the agreement with respect to a Jurisdiction. When terminated, the Jurisdiction and CalRecycle will be notified in writing of the action on behalf of the Agency and all funds received by the Agency for the remainder of the current fiscal year after termination will be refunded to the Jurisdiction after deducting any applicable expenses.

12.3 The withdrawing Jurisdiction shall also continue to be liable for its share of Agency obligations, including, but not limited to, operations costs and the General Budget, until the effective date of its withdrawal.

12.4 This Agreement may be terminated at any time by a written concurrence of a two-thirds (2/3) vote of the Board. Procedures for termination of the Agreement will be codified in the operating Bylaws.

Section 13. Jurisdictional Responsibility Upon Termination

In the event that this Agreement is terminated, individual Jurisdictions will assume responsibility for a share of any civil penalties incurred by the Agency during the term of the Jurisdiction as a Member. Jurisdictions will also be responsible individually for any civil penalties incurred individually. If this Agreement is terminated, each Jurisdiction will assume responsibility for compiling their own disposal information from haulers and facility operators for compliance with the monitoring and reporting system required pursuant to PRC Sections 41780, 41821.5, 42652.5, and 42653, and implementing regulations 14 CCR 18981.1 et seq., unless a subsequent regional agency formation agreement is approved specifically for this purpose. Each Jurisdiction is still responsible for the implementation of the programs described in their respective portion of the annual report including, but not limited to, programs responsive to AB 939, AB 341, AB 1826, and SB 1383.

Section 14. Member Jurisdiction SRRE Implementation

Each Member of the Agency is responsible for and shall continue to implement diversion programs in their adopted and approved SRRE that are specific to their Jurisdiction. Failure to

implement these programs will provide cause for termination of the Agreement with respect to that Jurisdiction.

Section 15. Contact Persons

The name of the regional agency is the Los Angeles Area Integrated Waste Management Authority. The contact persons for all members are listed in Attachment A. The address and primary contact person is the following:

Mr. Alex E. Helou

City of Los Angeles

LA Sanitation and Environment, SRCRD

Los Angeles Regional Agency

1149 S. Broadway, 5th Floor

Los Angeles, CA 90015

Telephone: (213) 485-2260

Section 16. Amendment

This Agreement may be amended or modified at any time, in a manner consistent with and in furtherance of the purposes of this Agreement, with the written consent of a majority of the Member Jurisdictions within the Regional Agency.

Section 17. Indemnification

Pursuant to Government Code Section 895.4, the Parties agree as follows:

- 17.1 Each Member Jurisdiction shall indemnify, defend and hold harmless the City of Los Angeles, the other Member Jurisdictions, the Agency, and their officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any activity of that Member Jurisdiction or of any other person acting under authority of that Member Jurisdiction which results from activities conducted on behalf of the Agency.
- 17.2 The City of Los Angeles and the Agency shall indemnify, defend and hold harmless each Member Jurisdiction and its officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any authorized activity of Agency, or of any other person acting under authority of Agency.

Section 18. Miscellaneous Provisions

- 18.1 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, provided that no Party shall assign any rights, nor delegate any duties provided for hereby without the consent of the other Party.
- 18.2 **Required Actions of the Parties.** The Parties hereto agree to execute all such instruments and documents and to take all actions as may be required in order to consummate the transactions herein contemplated.
- 18.3 **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and thereby supersedes all

prior understandings and agreements, if any, with respect thereto, whether written or oral. No addition or modification of any term or provision shall be effective unless set forth in writing, signed by the Parties hereto.

- 18.4 **Time of the Essence.** Time is of the essence of each and every term, condition, obligation, and provision thereof.
- 18.5 **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally (including by means of professional messenger service) or sent by electronic mail or other electronic means or express mail or registered mail or certified mail, return receipt requested. Notices delivered personally or by express mail shall be considered given when received. Notices sent by registered or certified mail shall be considered given two (2) business days after deposit in the United States mail, postage prepaid, addressed to the person to receive such notice. Notices sent by electronic mail or other electronic means shall be considered given two (2) business days after sending.
- 18.6 Notices shall be addressed as appears below for the Agency, and as listed in the Attachment(s) for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

If to Agency: Los Angeles Regional Agency
 LA Sanitation and Environment, SRCRD
 1149 S. Broadway, 5th Floor
 Los Angeles, CA 90015

Attention: Alex E. Helou

sanab939@lacity.org

With a copy to: LA Sanitation and Environment

1149 S. Broadway, Ste. 900

Los Angeles, CA 90015

Attention: Director

If to Members: Please see Attachment(s)

- 18.7 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 18.8 **No Waiver.** A waiver by any Party of the breach of any of the terms and conditions under this Agreement to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same terms and conditions of this Agreement.
- 18.9 **Modifications.** Except as expressly allowed in the Agreement, any alteration, change or modification of or to this Agreement, in order to become effective, must be made in writing and in each instance signed on behalf of each Party hereto.
- 18.10 **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the provisions of this Agreement are intended to be solely for the benefit of the Parties hereto, and execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the Parties hereunder, to any person or entity other

than the Parties hereto.

[BALANCE OF PAGE INTENTIONALLY BLANK - SIGNATURES FOLLOW]

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul F. Salinas (Signature) (SE)
Raul F. Salinas, City Attorney



ATTACHMENT 2

Be it known that at the 2nd Quarter Meeting of the Los Angeles Regional Agency on June 19, 2014, a motion to accept the City of Downey as the 18th member of the Los Angeles Regional Agency has been put forth on the table, seconded and put through a vote. The motion carried unanimously.

Therefore, the 18 member jurisdictions are listed below in alphabetical order as of June 19, 2014.

JOINT POWERS AGREEMENT between the following Jurisdictions:

| | |
|----|----------------------|
| 1 | ARTESIA |
| 2 | BEVERLY HILLS |
| 3 | BRADBURY |
| 4 | DOWNEY |
| 5 | DUARTE |
| 6 | HERMOSA BEACH |
| 7 | HIDDEN HILLS |
| 8 | LOS ANGELES |
| 9 | LYNWOOD |
| 10 | MANHATTAN BEACH |
| 11 | PALOS VERDES ESTATES |
| 12 | POMONA |
| 13 | RANCHO PALOS VERDES |
| 14 | REDONDO BEACH |
| 15 | ROSEMEAD |
| 16 | SIERRA MADRE |
| 17 | SOUTH GATE |
| 18 | TORRANCE |

Karen Coca

7-9-14

Karen Coca, LARA Executive Director

Date

JOINT POWERS AGREEMENT

Between the following Jurisdictions:

| | |
|-----|-----------------------------|
| 1. | City of Artesia |
| 2. | City of Beverly Hills |
| 3. | City of Duarte |
| 4. | City of Hidden Hills |
| 5. | City of Los Angeles |
| 6. | City of Lynwood |
| 7. | City Manhattan Beach |
| 8. | City of Pomona |
| 9. | City of Rancho Palos Verdes |
| 10. | City of Redondo Beach |
| 11. | City of Rosemead |
| 12. | City of Sierra Madre |
| 13. | City of South Gate |
| 14. | City of Torrance |

Establishing the
Los Angeles Area
Integrated Waste Management Authority

JOINT POWERS AGREEMENT – LOS ANGELES AREA
INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS JOINT POWERS AGREEMENT - Los Angeles Area Integrated Waste Management Authority; effective the _____ day of _____, _____

("Agreement") is made and entered into by and between the Cities of:

| | |
|----|-----------------------|
| 1. | City of Artesia |
| 2. | City of Beverly Hills |
| 3. | City of Duarte |
| 4. | City of Hidden Hills |
| 5. | City of Los Angeles |
| 6. | City of Lynwood |
| 7. | City Manhattan Beach |

| | |
|-----|-----------------------------|
| 8. | City of Pomona |
| 9. | City of Rancho Palos Verdes |
| 10. | City of Redondo Beach |
| 11. | City of Rosemead |
| 12. | City of Sierra Madre |
| 13. | City of South Gate |
| 14. | City of Torrance |

each a municipal corporation, hereinafter also referred to individually as "Party" and collectively as "Parties".

Whereas, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

Whereas, the State of California has enacted the California Integrated Waste Management Act of 1989 (AB 939), California Public Resources Code § 40000 et seq., mandating that

municipalities and county unincorporated areas divert material from disposal, and has promulgated regulations promoting material reuse and recycling; and

Whereas, the foregoing Parties to this agreement have the power to provide waste management services including the storage, collection, recycling, and disposal of solid wastes within their respective jurisdictions; and

Whereas, the foregoing Parties desire and agree to form a regional agency to report as a single entity the annual regional compliance with AB 939 reporting requirements and to work towards the implementation of regional waste reduction and regional recycling diversion programs; and

Whereas, each of the foregoing Parties has a California Integrated Waste Management Board approved Source Reduction and Recycling Element, a California Integrated Waste Management Board approved Solid Waste Generation Study, a California Integrated Waste Management Board approved Household Hazardous Waste Element, and a California Integrated Waste Management Board approved Non-Disposal Facility Element; and

Whereas, on the date above, this agreement was entered into by the Parties to this agreement whereby the Los Angeles Area Integrated Waste Management Authority is established to be a "Regional Agency" entity to provide cooperative solid waste reporting and program activities to the participating parties; and

Whereas, the California Public Resources Code, Sections 40970 through Section 40975 allows cities and counties to form Regional Agencies to implement PRC Division 30, Part 2, Integrated

Waste Management Plans, in order to reduce the cost of reporting and tracking of disposal and diversion programs by individual jurisdictions and counties and to increase the diversion of solid waste from disposal facilities; and

Whereas, by this agreement, the parties hereto wish to enter into this agreement to form a Regional Agency for purposes of combining disposal and diversion quantities for determining compliance with the California Integrated Waste Management Act of 1989 and to allow for the efficient operation of diversion programs on a region-wide basis; and

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions

- A. **Agreement.** This agreement as it is now exists, or as it may be amended.
- B. **AB 939.** The California Integrated Waste Management Act of 1989.
- C. **Agency/Regional Agency.** Los Angeles Area Integrated Waste Management Authority, formed pursuant to California Public Resources Code Sections 40970 through 40975 and approved by the CIWMB.
- D. **Annual Report.** The report required by the State of California to measure compliance to the provisions of AB 939.
- E. **Board.** Body consisting of a representative designated by the governing body of each member.
- F. **Chair/Vice-Chair.** Members elected by a majority vote of the Board with responsibilities as stated in Section 10.3.

- G. **CIWMB.** California Integrated Waste Management Board.
- H. **Fiscal Year.** Any year beginning July 1 and ending June 30.
- I. **HHWE.** Household Hazardous Waste Element
- J. **Jurisdiction.** Incorporated Parties who may be Members of the Agency.
- K. **Manager.** Individual responsible for the administration of the Agency.
- L. **Member/Members.** Jurisdictions who are parties to the Agreement.
- M. **NDFE.** Non-Disposal Facility Element
- N. **SRRE.** Source Reduction and Recycling Element
- O. **Treasurer.** Member elected by the Board with duties as stated in Section 10.3.

Section 2. Purpose of Agreement

This Agreement is made and entered into for the purpose of forming a Regional Agency pursuant to California Public Resources Code Sections 40970 through 40975, the Regional Agency being established for purposes of combining disposal and diversion quantities for determining compliance with AB 939, to allow for the efficient operation of diversion programs on a region-wide basis as allowed by Members under this agreement, and to allow for the development of Regional Integrated Waste Management Plans including a Source Reduction and Recycling Element, Household Hazardous Waste Element, and Non-Disposal Facility Element.

The Agency will pool together the resources of its Members as stated in this agreement to provide AB 939 compliance to the residents and businesses of all who participate under a single umbrella organization. The Agency will be responsible for preparing the annual regional diversion rate calculation for the Regional Agency, and submitting the report to the CIWMB.

The Members enter the agreement with the intent to benefit from the regional programs and regional reporting that the Agency will provide.

Section 3. Term of Agreement

The term of this agreement shall commence on _____, and shall continue until amended or terminated pursuant to the terms contained herein.

Section 4. Powers of the Agency

4.1 The Agency is authorized to perform the following functions as required by the terms of this Agreement and the by-laws of the Agency:

- a) to make and enter into contracts;
- b) to apply for and accept grants, advances and contributions;
- c) to make plans and conduct studies;
- d) to incur and discharge debts, liabilities and obligations;
- e) to hire agents and employees.

4.2 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event do these powers expressly granted restrict the individual power of each Member with regards to solid waste management under their jurisdiction. Furthermore, in no event shall the Agency be authorized to exercise any power not expressly granted by this Agreement. The Members hereby designate the City of Los Angeles as the Member required to be designated by Section 6509 of the California Government Code.

Section 5. Responsibilities of the Regional Agency

- 5.1 This Agreement hereby creates and establishes an authority to be known as the “Los Angeles Area Integrated Waste Management Authority”. The Authority shall constitute a Regional Agency pursuant to Public Resources Code Section 40973. Said Agency shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780).
- 5.2 The Agency will be responsible for providing the following services for the benefit of the Members:
- a) The Agency will be responsible for preparing the Annual Report with collective information submitted by the Members and submitting the report to the CIWMB;
 - b) The Agency will prepare the annual collective diversion rate calculation for all Members;
 - c) The Agency will develop standardized database tools for monitoring, tracking, and evaluating implemented jurisdiction owned / operated diversion programs and make them available to all members;
 - d) The Agency will conduct a new “regional level” generation based diversion study when required by the CIWMB or when a study is needed for a new baseline for its Members;
 - e) The Agency will provide legislative and regulatory analysis on pending regulations and legislation for Members;
 - f) The Agency will seek grant funding for additional Regional Agency activities.
 - g) The Agency will evaluate and disseminate information to Members about innovative waste management/recycling technologies.

As directed by the Board and upon available funding, the Agency will conduct additional programs based on additional funding such as but not limited to: cooperative food waste donation for reuse, technical assistance for business recycling, investigate forming cooperative partnerships to develop additional capacity for processing and/or reuse of materials and/or to pool buying power of Members to lower the cost of recycled content products.

Section 6. Duties and responsibilities of Member Jurisdictions

- 6.1 Each Member will be responsible for funding and/or implementing programs recommended for implementation in their jurisdiction as adopted in their respective SRRE and for continued support of the associated programs as adopted in their respective HHWE.
- 6.2 Each Member will also provide funding of the Agency for its operation in accordance with Section 9, the implementation of regional programs, and for preparing the annual regional diversion rate calculation for the progress made by the Regional Agency.
- 6.3 Each Member shall provide the information required for annual report or new base year compilation to the Agency in a timely manner according to the format set forth by the Agency.

Section 7. Approval of Agreement by the California Integrated Waste Management Board

Pursuant to California Public Resources Code Section 40975(A), establishment of a Regional Agency requires authorization from the California Integrated Waste Management Board, if the Board finds that the formation of such a Regional Agency will not adversely affect compliance with PRC Division 30, Part 2. Integrated Waste Management Plans.

Section 8. Agency Financial Requirements

- 8.1 The Agency will follow the financial accounting requirements set forth in Government Code Section 6505, Section 6505.1, Section 6505.5, Section 6505.6, Section 6511, and Section 6512, herein incorporated by reference.
- 8.2 The Manager will prepare a budget for each fiscal year and present it to the Board before its approval by the City of Los Angeles. The assets, rights, debts, liabilities and obligations of the Agency shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for or assuming responsibility for specific debts, liabilities or obligations of the Agency, provided for that both the Agency and the Member approve such contract or assumption.
- 8.3 Payment of Civil Penalties Imposed by the California Integrated Waste Management Board (CIWMB) - The Members hereby agree that the responsibility for any civil penalties incurred pursuant to AB 939 shall be assigned to the Agency. Should a penalty be assessed against the Agency for non-compliance after all administrative remedies are exhausted; the Members hereby authorize the Agency to allocate responsibility to the Members based upon equal division of the monetary fine between all of the participating Members. Any modification to this basis for determining responsibility for any civil penalties will be codified in the operating by-laws.

Section 9. Funding

- 9.1 Members shall not be assessed the startup costs for the Agency of approximately \$150,000, which have been borne by the City of Los Angeles. As a Member, the City

of Los Angeles will contribute existing staff and resources totaling approximately \$300,000 per year to the Agency.

- 9.2 The City of Los Angeles will provide \$100,000 annually towards a new base year study to be prepared no less than three years but within five years from the commencement of this Agreement.
- 9.3 Funding will be provided by each additional Member jurisdiction at \$0.15 per ton of landfill disposal per year with the year 2000 as the base year, subject to adjustments as directed by the Board. This fee will be due at the beginning of each fiscal year.

Section 10. Structure of the Agency

- 10.1 **Manager.** Initially, the City of Los Angeles shall employ the manager who shall be the Chief Administrative Officer of the Agency. The Manager shall, upon direction by the Board, plan, organize, and direct the administration and operations of the Agency, shall advise the Chair/Vice Chair on policy matters, shall hire and discharge staff, shall develop Agency budgets, shall reply to communications on behalf of the Agency, shall approve payments duly authorized by the Board, shall attend meetings of the Board, and carry out other duties as needed.
- 10.2 **Board.** The Board of the Los Angeles Area Integrated Waste Management Authority shall be comprised of a representative from each of the Member jurisdictions. The Board shall make all policy decisions on behalf of the Agency, review and approve budgets, and decide the disbursement of discretionary funds collected under Section 9.3.
- 10.3 The officers of the Board shall include a Chair and Vice-Chair elected by a majority vote of Members. Their duties are to: Preside over all meetings of the Board; Appoint all ad

hoc committees subject to ratification by the Board; act as ex-officio member of all standing ad hoc committees.

- 10.4 The officers of the Board shall include a Treasurer elected by a majority vote of Members. His/her duties are to lead in the preparation and submission of Agency budgets to the Board and monitor expenditures with the assistance of the Manager and Agency administrative staff.
- 10.5 Committees. Committees, subcommittees, and ad hoc committees shall be at the discretion of the Chair subject to ratification by the Board. The Chair may appoint any individual deemed qualified to serve on a Committee.
- 10.6 Meetings. The Board will hold regular meetings, at a minimum, on a quarterly basis. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.
- 10.7 All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.
- 10.8 The Manager shall cause minutes of all meetings of the Board to be kept and shall, after each meeting, cause a copy of the minutes to be forwarded to each member.

Section 11. Addition of New Member Jurisdictions

- 11.1 The Agency will have the authority through an action by the Board to add New Member Jurisdictions to the Agency without modification to the existing Agreement by the amendment of Attachment A. Attachment A shall list the Member Jurisdictions and contain additional signature pages for each New Member. Each New Member shall have equal rights and responsibilities of all Members.

- 11.2 New members must apply to the Board no less than 90 days before the end of each fiscal year to be considered for membership.
- 11.3 New Members will be assessed a prorated share of assets held by the Agency such as the reserve fund.

Section 12. Withdrawal and Termination

- 12.1 Any Member may voluntarily withdraw from this Agreement by filing with the Agency a written notice to withdraw no less than one hundred eighty (180) days prior to the close of the Agency's fiscal year.
- 12.2 A Jurisdiction's participation and membership may be terminated by the Agency for non-performance of its responsibilities and/or duties required under Sections 6.1, 6.2 and 6.3 of this Agreement. A vote by a majority of the Members is needed to terminate the agreement with respect to a Jurisdiction. When terminated, the Jurisdiction and the CIWMB will be notified in writing of the action on behalf of the Agency and all funds received by the Agency for the remainder of the current fiscal year after termination will be refunded to the Jurisdiction.
- 12.3 With the written concurrence of a majority of the Members to this Agreement, this Agreement may be terminated at any time.

Section 13. Jurisdictional Responsibility Upon Termination

In the event that this Agreement is terminated, individual Jurisdictions will assume responsibility for a share of any civil penalties incurred by the Agency during the term of the Jurisdiction as a Member. Jurisdictions will also be responsible individually for any civil penalties incurred individually. If this Agreement is terminated, each Jurisdiction will assume responsibility for

compiling their own disposal information from haulers and facility operators for compliance with the monitoring and reporting system required pursuant to PRC Sections 41780 and 41821.5, unless a subsequent regional agency formation agreement is approved specifically for this purpose. Each member Jurisdiction is still responsible for the implementation of the programs described in their respective Source Reduction and Recycling Element.

Section 14. Member Jurisdiction SRRE Implementation

Each Member of the Agency is responsible for and shall continue to implement diversion programs in their adopted and approved SRRE that are specific to their Jurisdiction. Failure to implement these programs will provide cause for termination of the Agreement with respect to that Jurisdiction.

Section 15. Contact Persons

The name of the regional agency is the Los Angeles Area Integrated Waste Management Authority. The contact persons for all members are listed in Attachment A. The address and primary contact person is the following:

Ms. Karen Coca
City of Los Angeles
Bureau of Sanitation, SRCRD
Los Angeles Area Integrated Waste Management Authority
433 S. Spring Street, 5th Floor
Los Angeles, CA 90013

Telephone: (213) 473-8242

Section 16. Amendment

This Agreement may be amended or modified at any time, in a manner consistent with and in furtherance of the purposes of this Agreement, with the written consent of a majority of the Member Jurisdictions within the Regional Agency.

Section 17. Indemnification

Pursuant to Government Code Section 895.4, the Parties agree as follows:

17.1 Each Member Jurisdiction shall indemnify, defend and hold harmless the City of Los Angeles, the other Member Jurisdictions, the Agency, and their officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any activity of that Member Jurisdiction or of any other person acting under authority of that Member Jurisdiction which results from activities conducted on behalf of the Agency.

17.2 The City of Los Angeles and the Agency shall indemnify, defend and hold harmless each Member Jurisdiction and its officers, agents and employees, from and against any and all claims, expenses, liability or damage arising out of injury to persons, loss of life, or damage to property which are attributable to any authorized activity of Agency, or of any other person acting under authority of Agency.

Section 18. Miscellaneous Provisions.

- 18.1 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, provided that no Party shall assign any rights, nor delegate any duties provided for hereby without the consent of the other Party.
- 18.2 Required Actions of the Parties.** The Parties hereto agree to execute all such instruments and documents and to take all actions as may be required in order to consummate the transactions herein contemplated.
- 18.3 Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and thereby supersedes all prior understandings and agreements, if any, with respect thereto, whether written or oral. No addition or modification of any term or provision shall be effective unless set forth in writing, signed by the Parties hereto.
- 18.5 Time of the Essence.** Time is of the essence of each and every term, condition, obligation and provision thereof.
- 18.6 Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally (including by means of professional messenger service) or sent by express mail or registered mail or certified mail, return receipt requested. Notices delivered personally or by express mail shall be considered given when received. Notices sent by registered or certified mail shall be considered given two (2) business days after deposit in the United States mail, postage prepaid, addressed to the person to receive such notice.
- 18.7** Notices shall be addressed as appears below for the Agency, and as listed in Attachment A for each party, provided that if any party gives notice of a change of name or address,

notices to the giver of that notice shall thereafter be given as demanded in that notice. Any electronically transmitted notice shall be in addition to, and shall not be in lieu of, written notice as provided above.

If to Agency: Los Angeles Area Regional Agency
Bureau of Sanitation, SRCRD
433 S. Spring Street, 5th Floor
Los Angeles, CA 90013
Attention: Karen Coca

With a copy to: Bureau of Sanitation
433 S. Spring Street, 5th Floor
Los Angeles, CA 90013
Attention: Director

If to Members: Please see Attachment A

- A. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. **No Waiver.** A waiver by any Party of the breach of any of the terms and conditions under this Agreement to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same terms and conditions of this Agreement.

C. Modifications. Except as expressly allowed in the Agreement, any alteration, change or modification of or to this Agreement, in order to become effective, must be made in writing and in each instance signed on behalf of each Party hereto.

D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the provisions of this Agreement are intended to be solely for the benefit of the Parties hereto, and execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the Parties hereunder, to any person or entity other than the Parties hereto.

[BALANCE OF PAGE INTENTIONALLY BLANK - SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF: See Attachments

By: See Attachment

By: See Attachments

APPROVED AS TO FORM:

By: See Attachment
District Counsel

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____ By: _____

Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

ATTACHMENT 1
December 9, 2010

Be it known that at the 4th Quarter Meeting of the Los Angeles Regional Agency on December 9, 2010, a motion to accept the City of Bradbury as the 17th member of the Los Angeles Regional Agency has been put forth on the table, seconded and put through a vote. The motion carried unanimously.

Therefore, the 17-member jurisdictions are listed below in alphabetical order as of December 9, 2010.

JOINT POWERS AGREEMENT

Between the following Jurisdictions:

| | |
|----|----------------------|
| 1 | ARTESIA |
| 2 | BEVERLY HILLS |
| 3 | BRADBURY |
| 4 | DUARTE |
| 5 | HERMOSA BEACH |
| 6 | HIDDEN HILLS |
| 7 | LOS ANGELES |
| 8 | LYNWOOD |
| 9 | MANHATTAN BEACH |
| 10 | PALOS VERDES ESTATES |
| 11 | POMONA |
| 12 | RANCHO PALOS VERDES |
| 13 | REDONDO BEACH |
| 14 | ROSEMEAD |
| 15 | SIERRA MADRE |
| 16 | SOUTH GATE |
| 17 | TORRANCE |

Karen Coca

1 - 9 - 11

Karen Coca, LARA Executive Director

Date



ATTACHMENT 2
June 19, 2014

Be it known that at the 2nd Quarter Meeting of the Los Angeles Regional Agency on June 19, 2014, a motion to accept the City of Downey as the 18th member of the Los Angeles Regional Agency has been put forth on the table, seconded and put through a vote. The motion carried unanimously.

Therefore, the 18 member jurisdictions are listed below in alphabetical order as of June 19, 2014.

JOINT POWERS AGREEMENT between the following Jurisdictions:

| | |
|----|----------------------|
| 1 | ARTESIA |
| 2 | BEVERLY HILLS |
| 3 | BRADBURY |
| 4 | DOWNEY |
| 5 | DUARTE |
| 6 | HERMOSA BEACH |
| 7 | HIDDEN HILLS |
| 8 | LOS ANGELES |
| 9 | LYNWOOD |
| 10 | MANHATTAN BEACH |
| 11 | PALOS VERDES ESTATES |
| 12 | POMONA |
| 13 | RANCHO PALOS VERDES |
| 14 | REDONDO BEACH |
| 15 | ROSEMEAD |
| 16 | SIERRA MADRE |
| 17 | SOUTH GATE |
| 18 | TORRANCE |

Karen Coca, LARA Executive Director

7-9-14

Date

AMENDMENT TO JPA
ATTACHMENT 3
April 23, 2015

Be it known that at the 1st Quarter Meeting of the Los Angeles Regional Agency on April 23, 2015, a motion to increase the annual membership fees from \$0.15 to \$0.18 per ton of landfill disposal has been put forth on the table, seconded and put through a vote. The motion carried.

Therefore, as of April 23, 2015, funding will now be provided as follows:

9.3 Funding will be provided by each additional Member jurisdiction at \$0.18 per ton of landfill disposal per year with the year 2000 as the base year, subject to adjustments as directed by the Board. This fee will be due at the beginning of each fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF: See Attachments

By: See Attachments

By: See Attachments

APPROVED AS TO FORM:

By: See Attachments

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: [Signature]

[Signature]

Valerie Lynne Shaw, President
Board of Public Works

Date: 2-4-03



APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: [Signature]
Christopher M. Westhoff
Assistant City Attorney

Date: 2/4/03

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF ARTESIA

By: Barbara Brown
BARBARA BROWN
City Clerk

By: John Lyon
JOHN LYON
Mayor

Date: 10/23/02

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

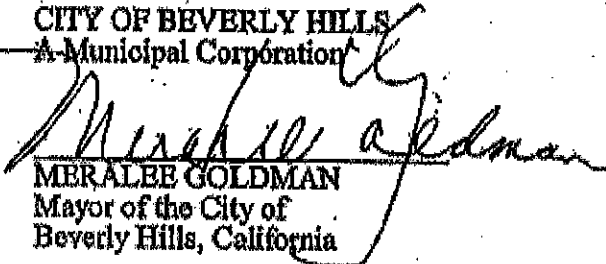
ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

Adopted: October 8, 2002

CITY OF BEVERLY HILLS
A Municipal Corporation


MERALBE GOLDMAN
Mayor of the City of
Beverly Hills, California

ATTEST:


NINA WEBSTER (SEAL)
City Clerk

Approved as to form:


LAURENCE S. WIENER
City Attorney

Approved as to content:


DAN N. WEBSTER
Deputy City Manager/Operations


DAVID HOLMQUIST
Risk Manager

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF: DUARTE

By: *June M. D. J.*

By: City Manager

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: _____

Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF HIDDEN HILLS

By: Cherie L. Payne

By: [Signature]

APPROVED AS TO FORM:

By: _____
District Counsel

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: _____
Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD I. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

PASSED, APPROVED AND ADOPTED this 17th day of

September, 2002.

Arturo Reyes
ARTURO REYES, Mayor
City of Lynwood

ATTEST:

Andrea L. Hooper
ANDREA L. HOOPER, City Clerk
City of Lynwood

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED AS TO CONTENT:

[Signature]
Faustín González
City Manager

[Signature]
Joseph Y. Wang, P.E.
Director of Environmental Services/
City Engineer

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the above and foregoing resolution was duly adopted by the City Council of the City of Lynwood at a regular meeting held in the City Hall of said City on the 17th day of September, ~~2001~~ ²⁰⁰², and passed by the following vote:

AYES: COUNCILMAN BYRD, PEDROZA, RICHARDS, RODRIGUEZ, REYES

NOES: NONE

ABSENT: NONE

Andrea L. Hooper
City Clerk, City of Lynwood

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF Manhattan Beach

By: [Signature]

By: [Signature]

APPROVED AS TO FORM:

By: [Signature]
District Counsel

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: Valecie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

By: Elizabeth Villarreal City Clerk CITY OF Phoenix
By: [Signature] City Manager

APPROVED AS TO FORM:

By: _____ District Counsel By: [Signature] City Attorney

~~ATTEST:~~

~~J. MICHAEL CAREY
City Clerk CITY OF LOS ANGELES
By: _____ By: Valerie Lynne Shaw, President
Board of Public Works~~

~~Date: _____~~

~~APPROVED AS TO FORM:~~

~~ROCKARD J. DELGADILLO
City Attorney
By: _____
Assistant~~

~~Date: _____~~

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF Rancho Palos Verdes

By: Caroleynn Petru
City Clerk

By: John C. [Signature]
Mayor

APPROVED AS TO FORM:

By: _____
District Counsel

ATTEST:

J. MICHAEL CARBY
City Clerk

CITY OF LOS ANGELES

By: _____

By: _____
Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

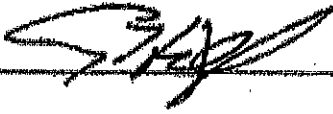
ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

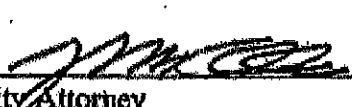
CITY OF REDONDO BEACH



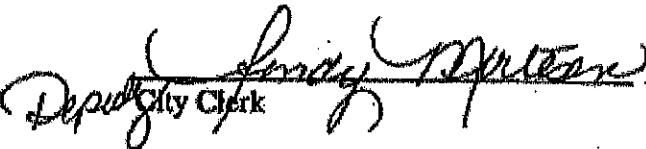
Mayor

APPROVED AS TO FORM:

ATTEST:



Asst. City Attorney



Deputy City Clerk

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: _____

Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____

Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

By: [Signature]
Title: City Clerk

CITY OF: ROSEMEAD
By: [Signature] 3/25/03
Title: Mayor

APPROVED AS TO FORM:

By: _____
District Counsel

By: [Signature]
City Attorney

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____ By: _____
Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, The parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF SIERRA MADRE

NANCY S. SHOLLENBERGER
City Clerk

By: Nancy Sue Shollenberger

By: Tamara S. Gates
Tamara S. Gates
City Manager

Date: 10/28/02

APPROVED AS TO FORM:

CHARLES MARTIN
City Attorney

By: [Signature]

ATTEST:

CITY OF LOS ANGELES

MICHAEL CAREY
City Clerk

By: _____

By: _____
Valerie Lynne Shaw
President, Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGABILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
Date and year above set forth.

ACKNOWLEDGED:

CITY OF SOUTH GATE

By: Xochilt Ruvalcaba

By: Xochilt Ruvalcaba
Xochilt Ruvalcaba, Mayor

APPROVED AS TO FORM:

By: [Signature]

ATTEST:

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

By: _____

By: _____
Valerie Lynne Shaw, President
Board of Public Works

Date: _____

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By: _____
Assistant

Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above set forth.

ATTEST:

CITY OF TORRANCE

By: Sue Harbers
Sue Harbers, City Clerk

By: [Signature]
Dan Walker, Mayor

APPROVED AS TO FORM:

JOHN L. FELLOWS III
CITY ATTORNEY

By: [Signature]

ATTEST:

~~MICHAEL CARBY
City Clerk~~

CITY OF LOS ANGELES

~~By: _____
Date: _____~~

By: Valerie Lynn Shaw
Valerie Lynn Shaw, President
Board of Public Works

APPROVED AS TO FORM:

~~ROCKARD J. DELGADILLO
City Attorney~~

~~By: _____
Assistant~~

~~Date: _____~~

FEB 08 2024
10:35 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **February 13, 2024**

Originating Department: **Public Works**

Department Director:

Arturo Cervantes
Arturo Cervantes

City Manager:

Rob Houston
Rob Houston

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO SECURE GRANT FUNDS FOR THE WATER MAIN REPLACEMENT PHASE I, CITY PROJECT NO. 689-WTR

PURPOSE: To approve a Memorandum of Understanding with the Los Angeles County Flood Control District ("LACFD") to secure grant funds for the Water Main Replacement Phase I, City Project No. 689-WTR ("Project").

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving the Memorandum of Understanding ("MOU") with the Los Angeles County Flood Control District to secure \$2,342,400 in Proposition 1 Round 2 Integrated Regional Water Management ("IRWM") Implementation Grant Funds for the Water Main Replacement Phase I, City Project No. 689-WTR;
- b. Authorizing the Mayor to execute the Memorandum of Understanding in a form acceptable to the City Attorney;
- c. Appropriating \$2,342,400 in Proposition 1 Round 2 IRWM Implementation Grant Funds to fund the Project; and
- d. Authorizing payment to the Los Angeles County Flood Control District of up to \$105,408, as required by the Memorandum of Understanding.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed MOU provides \$2,342,400 in Proposition 1 Round 2 IRWM Implementation Grant Funds. The required payment to LACFCD is \$105,408 which will be paid with IRWM Grant Funds. The total Project budget is \$4,542,400 and it will be funded with \$2,342,400 in grant funding appropriation and \$2,200,000 from Water Funds; the latter is budgeted in the FY 2023/24 Public Works Operating Budget. These funds will be utilized for all services needed for the construction phase of the Project.

ANALYSIS: The 2019 Water Master Plan ("Plan") evaluated the City's water system, identified deficiencies and made recommendations for improvements. The Plan included a 5-Year Capital Improvement Program that calls for over \$12 million in water main replacements. The Project is consistent with the master plan recommendations.

On January 23, 2023, the City submitted a grant application to the California Department of Water Resources (“State”). The City was awarded \$2,342,400 to implement the project. Specifically, it requires the replacement of 7,000 feet of pipeline in Zone 12 of the City (see Attachment C for project streets) due to aging, unlined cast iron pipes and replace mains that experienced breaks and leaks. The new mains will be larger in diameter which will provide sufficient fire flow to critical facilities. The funds may be used to pay for the construction phase of the Project. The Project meets the requirements of the MOU.

Though the State awarded grant funds to numerous agencies, in lieu of managing the grants, the State entered into an agreement with LACFCD thereby authorizing them to administer the grant funds. LACFCD requires that grantees enter into agreements to utilize the funds. As such, the execution of the MOU with LAFCD is necessary to utilize the funds. Highlights of the MOU include:

- LACFCD is the administering agency and South Gate is the implementing agency.
- The grant is on a reimbursement basis. LACFCD will approve reimbursement invoices submitted by the City.
- LAFCD will be reimbursed an amount not to exceed \$105,408, which will be paid for from the grant.
- The grant funds must be utilized by March 31, 2025. No matching funds are required.

BACKGROUND: The Project is budgeted in the CIP. It will improve the water system by replacing water pipelines on Tweedy Boulevard, State Street, Elizabeth Avenue, Minnesota Avenue, Wisconsin Avenue, and Michigan Avenue. Approximately 7,000 feet of new piping and 190 new water meters will be replaced/installed.

The design phase has been completed and construction is planned to begin in May 2024. The Engineer’s Estimate is \$4,305,929 for construction. The total needed to fully fund the construction phase is \$4,542,400, which includes services such as construction management, staff time, and construction contingency.

The Notice Inviting Bids for construction was advertised on December 7, 2023, and a total of eight bids were received on January 11, 2024. The construction contract will be awarded at the February 27, 2024, City Council meeting.

Construction is scheduled to begin in May 2024 and be completed in November 2024.

ATTACHMENTS: A. Proposed Memorandum of Understanding and Exhibit A: Grant agreement between Department of Water Resources and LAFCD
B. Location Map

DD:lc

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "Agreement"), is made and entered into as of the date of the last Party, signature set forth below between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as "LACFCD"), and **City of South Gate** (hereinafter referred to as "Local Project Sponsor" or "LPS"). LACFCD and LPS are hereinafter referred to as "Parties" or, each individually, as "Party" for the following project(s): **Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability** (hereinafter referred to as "Project(s)"). The requested grant amount for the Project(s) is **\$2,342,400.00**.

WITNESSETH

WHEREAS, in November 2014, the voters of California enacted the Water Quality, Supply, and Infrastructure Improvement Act of 2014, (hereinafter referred to as Proposition 1), adding provisions to the California Public Resources Code; and

WHEREAS, Proposition 1 amended the Public Resources Code to include Section 79740 et seq., which authorizes the Legislature to appropriate Five hundred and ten million Dollars (\$510,000,000.00) for Integrated Regional Water Management (hereinafter referred to as "IRWM") water resources-related projects that address water supply, water quality, and habitat/open space needs in a region; and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as "DWR") issued Proposition 1 IRWM Grant Program Guidelines and Implementation Grant Proposal Solicitation Package (hereinafter referred to as "Guidelines") in May 2022 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 1 grants under the IRWM Grant Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as any state agency or department, special district, joint powers authority, a City, County, City and County, District, or other political subdivision of the State, nonprofit organizations defined as any corporation qualified to do business in California and qualified under United States Code, Title 26, §501(c)(3), public utilities, federally recognized Tribes listed on the Native American Heritage Commission's Tribal Consultation list, and mutual water companies. Entities that are part of a regional water management group and responsible for applying for the grant may also perform work funded by the grant; and

WHEREAS, under the Guidelines, IRWM Implementation grant proposals must be submitted by an IRWM Region that was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process and must: (1) include projects that are consistent with an

adopted IRWM Plan (hereinafter referred to as "Plan"), (2) require project proponents to adopt the latest updated Plan (3) describe specific implementation projects for which funding is being requested, and (4) identify matching funding; and

WHEREAS, the IRWM Plan for the Greater Los Angeles County Region (hereinafter referred to as "Region"), amended in 2017, and approved on May 19, 2020 by DWR, will facilitate a regional approach to watershed management by establishing collaborative efforts across the watersheds within the Region; and

WHEREAS, the Region was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process in September 2009; and

WHEREAS, the Region's IRWM Group, which includes the Region's participating local entities and the LPSs identified in Exhibit I of the Grant Agreement, designated LACFCD as the regional entity to apply for grant funds on behalf of all proposed projects for the Region through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included several proposed projects sponsored by the following local entities, solely or jointly, (the projects are identified in Exhibit I to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A): Amigos De Los Rios, City of Burbank, City of Calabasas, City of Malibu, City of Manhattan Beach, City of South Gate, City of Torrance, Los Angeles County Public Works, Gateway Water Management Authority, Las Virgenes Municipal Water District, Los Angeles County Flood Control District, Los Angeles County Waterworks District No. 29 Malibu, Los Angeles Department of Water and Power, Los Angeles Neighborhood Land Trust, The Nature Conservancy, Valley County Water District, and West Basin Municipal Water District, and (collectively, the "Projects"); and

WHEREAS, the Projects are identified in Exhibit I to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A; and

WHEREAS, for IRWM projects funded under the grant involving the participation of more than one entity, it is the intention of the Parties that the LPS be a single entity responsible for implementation of the Project(s) and having the authority to enter into this Agreement on behalf of all entities participating in the Project(s); and

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD and provides any documentation and information requested or required under this Agreement or the Grant Agreement by LACFCD with respect to the implementation of the Project(s), including supporting documentation, reports, and notices. In the event that the Project(s) will be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other Project-implementing entities to confirm the authority of LPS to enter into this Agreement on their

behalf, and shall ensure that each of the other Project-implementing entities agrees to defend, indemnify and hold harmless LACFCD to the same extent that LPS provides to LACFCD under this AGREEMENT. Further, each entity participating in a Project acknowledges full responsibility for the implementation of the Project(s), including all responsibilities identified in this Agreement as well as the Grant Agreement and commits to the fulfillment of their respective obligations with respect to the Project(s). As to LACFCD, LPS remains solely responsible for all aspects of the Project(s); and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Twenty Million, Three Hundred and Thirty-Five Thousand Dollars (\$20,335,000.00) to the LACFCD on behalf of the Region's LPSs; and

WHEREAS, DWR has indicated that it will enter into an agreement (hereinafter referred to as Grant Agreement) with LACFCD, for the administration of the implementation grant funds with respect to the seventeen (17) projects, including LPS's Project(s); and

WHEREAS, LPS desires that LACFCD execute the anticipated Grant Agreement with DWR and perform the role of Grantee therein on LPS's behalf so that LPS can receive and benefit from the Proposition 1 grant funds for its Project(s) in the amount to be identified in Exhibit B to the Grant Agreement; and

WHEREAS, LACFCD and LPS desire to enter into this Agreement to clarify their respective responsibilities with respect to the anticipated grant from DWR and the Parties' responsibilities pursuant to the Grant Agreement; specifically, the Parties intend that LACFCD's role will be to administer the grant funding and submit documentation required under the Grant Agreement to DWR on behalf of LPS, for which LACFCD will be reimbursed pursuant to this Agreement. LPS will be responsible for all other activities required under the Grant Agreement related to its Project(s), including, but not limited to construction, monitoring, project management, operations and maintenance and legal compliance; and

WHEREAS, the LPS was awarded a project grant of \$2,342,400.00. This amount includes the administrative fee in the LPS's requested grant amount to cover the LACFCD's costs for grant administration and oversight and reflected in Exhibit B of the Grant Agreement. The Parties intend by this Agreement to establish that LACFCD will seek reimbursement of up to four and one-half percent (4.5%) administrative costs directly from the DWR reimbursement for these costs; and

WHEREAS, the LPS previously agreed to pay West Basin Municipal Water District \$4,428.25 for the cost of preparing and processing the LPS's grant application(s) for its project(s) and

WHEREAS the Parties acknowledge that LACFCD will not approve any aspect of the Project(s) or provide any resources related to implementation of the Project(s) outside of grant funding, if any, which is provided to LACFCD from DWR, specifically for the Project(s).

NOW, THEREFORE, LACFCD and LPS hereby agree as follows:

GRANT AGREEMENT

BETWEEN THE
STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES)
AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

AGREEMENT NUMBER 4600015405

PROPOSITION 1 ROUND 2
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
FUNDING FROM THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE
IMPROVEMENT ACT OF 2014
(PROPOSITION 1)
PURSUANT TO CHAPTER 7 REGIONAL WATER SECURITY, CLIMATE, AND
DROUGHT PREPAREDNESS
(WATER CODE § 79740 et seq.)

LACFCD'S RESPONSIBILITIES

Section (1) LACFCD AGREES TO, for as long as the Grant Agreement remains in effect:

- (1) Provide staff to oversee grant administration, manage grant funds and provide Project oversight, as related to the grant.
- (2) Establish an independent account to manage the grant funds for each Project and provide routine updates to the LPS of balance and activities of each account.
- (3) Receive from LPS and submit to DWR the reports and information prepared and provided by LPS for each Project as requested by LACFCD and/or as required under the Grant Agreement.
- (4) Negotiate and execute amendments to the Grant Agreement on behalf of LPS, upon written request and approval by LPS.
- (5) Process grant reimbursement requests submitted by LPS, including, submission of such requests to DWR and, only upon receipt of funds from DWR related to the invoices submitted, provide reimbursement to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.
- (6) Submit grant reimbursement request(s) to DWR, for a total amount not to exceed \$2,342,400.00 to reimburse LACFCD's administrative costs, management, and project oversight efforts with respect to the IRWM grant, as authorized by DWR and pursuant to Section (2)(8).

LPS'S RESPONSIBILITIES

Section (2) LPS AGREES TO:

- (1) Retain sole and full responsibility for all aspects of LPS's Project(s) as identified in the Grant Agreement, including any approved amendments, including, but not limited to: planning, design, review and approval of plans, specifications, bid documents and construction documents, implementation; construction; management; Project oversight; monitoring; inspections; operation and maintenance; submission of Project reimbursement billing requests; provision of reports, notifications and notices; compliance with all legal requirements related to the Project(s) such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project(s) for the lifetime of the Project(s) notwithstanding any early termination of this Agreement.
- (2) Plan, design, construct, and continuously operate and maintain LPS's Project(s) pursuant to LPS's Work Plan as identified in Exhibit A to the Grant Agreement. LPS agrees to notify LACFCD and receive LACFCD's written approval as well as that of DWR in advance of implementing any proposed changes to LPS's Project(s), including proposed future changes to the Work Plan.
- (3) Comply with all terms, provisions and commitments contained in the Grant Agreement, including all exhibits and attachments thereto, applicable to LPS or to LACFCD as Grantee or to representatives of Grantee under the Grant Agreement, whether or not herein specifically referenced, (with the exception of responsibilities identified in Section (1)(1) above which are solely responsibilities of LACFCD) for the lifetime of the Project(s). The Parties agree that

responsibilities of LPS, Grantee, representatives of Grantee or activities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, shall remain the sole responsibility of LPS, with the exception of activities herein listed as LACFCD'S RESPONSIBILITIES.

- (4) Comply with all applicable environmental requirements pertaining to the Project(s), including but not limited to the California Environmental Quality Act (CEQA), the State CEQA Guidelines and, if applicable, the National Environmental Policy Act (NEPA). Submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits, including but not limited to DWR's Environmental Information Form. LACFCD is not responsible for any aspect of environmental compliance with respect to the Project(s), including any proposed future changes to LPS's Project(s), and no Project may be implemented absent LPS's compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS must submit written confirmation to LACFCD, in a format to be specified by LACFCD, that it has complied with all requirements of the Grant Agreement, including, but not limited to compliance with CEQA and, as applicable, NEPA for LPS's Project(s), including all work covered under the invoice, and shall provide appropriate evidence of its compliance. In addition, LPS agrees to submit written confirmation of CEQA and applicable NEPA compliance prior to implementing any future changes to its Project(s).
- (5) Demonstrate availability of funds to complete the Project by submitting the most recent three (3) years of audited financial statements and provide cost share funding match for the LPS's Project in the amount identified in Exhibit B of the Grant Agreement.
- (6) Ensure that any and all permits, licenses and approvals required for its Project(s) are obtained in a timely manner and maintained in effect as legally required.
- (7) Submit not more than one reimbursement request per quarter to LACFCD, in the format specified by LACFCD, executed by an authorized individual at LPS who is knowledgeable of the information and certifies and warrants the accuracy of the information contained in the reimbursement request.
- (8) Allow LACFCD to be reimbursed by DWR in an amount not to exceed **\$105,408.00**, representing up to four and a half percent (4.5%) of LPS's requested grant amount for grant administrative costs, management, and project oversight efforts with respect to the IRWM, which will be subtracted from the LPS's requested grant amount, as reflected in Exhibit B of the Grant Agreement. LPS thereby agrees that it will be reimbursed **\$2,236,992.00** by LACFCD under this Agreement.
- (9) Prepare, provide, and ensure accuracy of all deliverables, reports, documentation, notifications, notices, and information related to the Project(s), as required under the Grant Agreement and/or requested by LACFCD to assist LACFCD and to enable LACFCD or LPS to provide information required under the Grant Agreement to DWR in a prompt and timely manner, in accordance with the provisions of the Grant Agreement.

- (10) Inform LACFCD within fifteen (15) days of any material changes related to the Project(s) including but not limited to, the progress of construction, Project budget(s), and Project benefits, through reporting process or other methods established by LACFCD.
- (11) Repay the LACFCD any amount owed to DWR within thirty (30) days of written notification, if for any reason DWR determines that LPS's Project(s) is no longer entitled to grant funds.
- (12) Provide regular and ongoing inspections of construction work in progress and be responsible to keep work under control. Authorize LACFCD to inspect the Project(s), at LACFCD's discretion, to review the progress of the Project(s).
- (13) Accept all liabilities and hold LACFCD legally and financially harmless if it is determined by court of law that LPS's allocation and use of the grant and matching funds is in violation of any applicable statutes, regulations, ordinances, guidelines, or requirements, including, but not limited to, grant requirements, and/or requirements governing contracting, and subcontracting, unless such violation(s) is due to LACFCD's active negligence or willful misconduct.
- (14) Accept sole responsibility for persons performing work related to the Project(s), including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services.
- (15) Accept sole responsibility for any, and all disputes arising out of contracts for implementation of the Project(s), including, but not limited to, payment disputes involving representatives of LPS, contractors and subcontractors. LPS acknowledges that LACFCD will not mediate or be involved with disputes between LPS and any other entity concerning responsibility for performance of work related to the Project(s).
- (16) Comply with all Basic Conditions, conditions for disbursement, Continuing Eligibility requirements, and Standard Conditions set forth in the Grant Agreement at all times.
- (17) Designate in writing a Project Manager with the full authority to act on behalf of LPS on any matter related to the Project(s) and advise LACFCD and DWR immediately in writing of any change in Project Manager.

Section (3) TERMINATIONS/SUSPENSIONS

(1) Termination of Agreement

This Agreement shall remain in effect while the Grant Agreement or any provision of the Grant Agreement remains in effect. LPS's indemnification will remain in effect for the lifetime of the Project(s). Following termination of the Grant Agreement, LPS shall remain solely responsible for any liability, costs or expenses related to its Project(s), including any request for repayment by DWR related to LPS's Project(s) and/or any other costs, fees and/or penalties, such as costs related to allegations of default under Section 12 of the Grant

Agreement, which may be asserted against LACFCD by DWR related to the LPS's Project(s). LPS acknowledges that in no event shall LACFCD be responsible for any liability, costs, or expenses related to LPS's Project(s) or for the performance of work on, or the operation or maintenance of, the completed Project(s), as a result of the termination of the Grant Agreement or for any other reason.

(2) Termination for Noncompliance with Child Support Requirements

LPS shall maintain compliance with requirements of LACFCD's Child Support Compliance Program as certified in LPS's Child Support Compliance Program Certification and as set forth in this Agreement. Failure of LPS to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within ninety (90) days of notice by LACFCD shall be grounds upon which LACFCD may give notice of termination and terminate this Agreement.

(3) Termination/Suspension for Convenience

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

After receipt of a notice of suspension or termination and except as otherwise directed by LACFCD, LPS shall:

- a. Stop work under this Agreement on the date and to the extent specified in such notice.
- b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

All material including books, records, documents, or other evidence bearing on the costs and expenses of LPS under this Agreement shall be maintained by LPS in accordance with Exhibit D of Grant Agreement.

Consistent with the above, if this Agreement is suspended or terminated, LPS shall complete within the LACFCD's suspension or termination date contained within the notice of suspension or termination, those items of work which are in various stages of completion, which the LACFCD has advised the LPS are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by LPS under this Agreement shall be delivered to LACFCD upon request and shall be in public domain as outlined in Exhibit D of Grant Agreement.

(4) Termination/Suspension for Default

LACFCD may, by written notice to LPS, suspend or terminate the whole or any part of this Agreement, if, in the judgment of LACFCD:

- a. LPS has materially breached this Agreement; or
- b. LPS fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or
- c. LPS fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as LACFCD may authorize in writing) after receipt of written notice from LACFCD specifying such failure.

In the event LACFCD suspends or terminates this Agreement in whole or in part pursuant to this paragraph, LACFCD may procure, upon such terms and in such manner, as LACFCD may deem appropriate, goods and services similar to those so suspended or terminated. LPS shall be liable to LACFCD for any and all excess costs incurred by LACFCD, as determined by LACFCD, for such similar goods and services. LPS shall continue the performance of this Agreement to the extent not suspended or terminated under the provisions of this paragraph.

Except with respect to defaults of any Subcontractor, LPS shall not be liable for any excess costs of the type identified above, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of LPS. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of LACFCD in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of LPS. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both LPS and Subcontractor, and without the fault or negligence of either of them, LPS shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit LPS to meet the required delivery schedule.

If, after LACFCD has given notice of termination or suspension under the provisions of this paragraph, it is determined by LACFCD that LPS was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.

- a. The rights and remedies of LACFCD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- b. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

(5) Termination/Suspension for Improper Consideration

LACFCD may, by written notice to LPS, immediately terminate the right of LPS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by LPS, either directly or through an intermediary, to any LACFCD officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to LPS performance pursuant to this Agreement. In the event of such termination, LACFCD shall be entitled to pursue the same remedies against LPS as it could pursue in the event of default by LPS.

LPS shall immediately report any attempt by a LACFCD officer or employee to solicit such improper consideration. The report shall be made either to LACFCD manager charged with the supervision of the employee or to the Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

(6) Termination/Suspension for Insolvency

LACFCD may suspend or terminate this Agreement forthwith in the event of the occurrence of any of the following:

- a. Insolvency of LPS. LPS shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not LPS is insolvent within the meaning of the Federal Bankruptcy Code.
- b. The filing of a voluntary or involuntary bankruptcy petition relative to LPS under the Federal Bankruptcy Code.
- c. The appointment of a bankruptcy Receiver or Trustee for LPS.
- d. The execution by LPS of a general assignment for the benefits of creditors.
- e. The rights and remedies of LACFCD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

(7) Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Each LACFCD lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by LPS shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. LPS's signature on the Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any LACFCD lobbyist retained by LPS to fully comply

with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which LACFCD may immediately terminate or suspend this Agreement.

Section (4) GENERAL INDEMNIFICATION

- (1) LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for the County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, officials, employees and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or relating to: acts or omissions of the LPS related to its Project(s) and/or any acts or omissions of LACFCD made on behalf of or for the benefit of LPS pursuant to this Agreement, including, but not limited to, LACFCD's actions or activities in administering the grant funding and other LACFCD responsibilities set forth in Section (1)(1), but not including any acts or omissions of the LACFCD that involve the LACFCD's active negligence or willful misconduct. LPS liability arising from the active negligence or willful misconduct of LACFCD is excluded under this paragraph. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).
- (2) If, for whatever reason, DWR fails to fund any part of the grant commitment related to the Project(s), LPS shall hold LACFCD harmless for that failure to fund and shall not seek any funding from LACFCD other than funds actually provided by DWR to LACFCD and specifically identified for LPS's Project(s). If, for whatever reason, DWR demands repayment of any part of the grant commitment related to the Project(s), LPS shall indemnify, defend, and hold LACFCD harmless for that repayment demand and shall not seek any funding from LACFCD in connection therewith.
- (3) LPS shall comply with the requirements set forth in CEQA and the CEQA Guidelines for its Project(s). LPS is ultimately and solely responsible for compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project(s). LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project(s) that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines, NEPA and/or other Federal, State, and local environmental laws, rules, and regulations, guidelines, and requirements for the Project(s). This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).

Section (5) CHILD SUPPORT LAWS

(1) LACFCD's Policy on Child Support Laws

LPS acknowledges that LACFCD places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LPS understands that it is LACFCD's policy to encourage all LACFCD contractors to voluntarily post LACFCD'S Los Angeles Most Wanted: Delinquent Parents List, in a prominent position at LPS's place of business.

(2) Child Support Compliance Program

As required by LACFCD's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting LPS's duty under this Agreement to comply with all applicable provisions of law, LPS warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

Section (6) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

LPS shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

Section (7) PROHIBITION AGAINST USE OF CHILD LABOR

(1) LPS shall:

- a. Not knowingly sell or supply to LACFCD any products, goods, supplies or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment and,
- b. Upon request by LACFCD, identify the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and
- c. Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.

(2) Should LPS discover that any products, goods, supplies, or other personal property sold or supplied by LPS to LACFCD are produced in violation of any international child labor conventions, LPS shall immediately provide an alternative, compliant source of supply.

- (3) Failure by LPS to comply with provisions of this section will be grounds for immediate suspension or termination of this Agreement.

Section (8) NOTIFICATION

- (1) Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and
- a. shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address:

LACFCD:

Matthew Frary, Principal Engineer
Stormwater Planning Division
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

LPS:

Arturo Cervantes, P.E.
City of South Gate
8650 California Avenue
South Gate, CA 90280

- b. or when LACFCD establishes a process to electronically upload some of the above stated information via the Web, the LPS shall submit the information accordingly as directed by LACFCD.

Section (9) MUTUAL COVENANTS

- (1) Governing Laws, Jurisdiction, and Venue: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, LPS and LACFCD agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.
- (2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both Parties. This Agreement shall not be amended or modified by oral agreements or understandings between the Parties or by any acts or conduct of the Parties. Notwithstanding the above, the Parties agree that any amendment to the Grant Agreement (including any amendment to LPS's grant amount and corresponding change to the dollar amount of LACFCD's 4.5 percent administrative fee) shall become part of this

Agreement upon the provision of written notice to the LPS without the necessity of further written agreement between the Parties absent the immediate provision of written objection by LPS to LACFCD.

- (3) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.
- (4) No Third-Party Beneficiary/Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- (5) Waiver: No waiver of any breach or default by any Party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any Party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- (6) Covenant: All provisions of this AGREEMENT, whether covenants or conditions, on the part of LPS shall be deemed to be both covenants and conditions.
- (7) Assignment: No Party shall assign this Agreement or any of such Party's interest, rights, or obligations, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.
- (8) Relationship of Parties: The Parties are, and at all times shall remain as to each other, wholly independent entities. No Party to this Agreement shall have the power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- (9) Successors: This Agreement shall be binding upon and shall insure to the benefit of the respective successors, heirs and assigns of each Party.

Section (10) NEGOTIATION OF PARTNERSHIP

- (1) Nothing in this Agreement shall be construed to render LACFCD in any way or for any purpose a partner, joint venturer, or associate in any relationship with LPS, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party unless expressly provided in this Agreement.

Section (11) SAVINGS CLAUSE

- (1) If any provision or provisions of this Agreement shall be determined by any court to be invalid,

illegal, or unenforceable to any extent, the remainder of the Agreement shall continue in full force and effect and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in this Agreement.

Section (12) AUTHORITY TO ENTER INTO AGREEMENT

- (1) Each of the persons signing below on behalf of a Party represents and warrants that he or she is an authorized agent who has actual authority to bind LPS to each, and every term, condition, and obligation to this Agreement and that all requirements of LPS have been fulfilled to provide such actual authority.

//

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the LPS on _____, 2024, and by the LACFCD on _____, 2024.

By _____
MARK PESTRELLA, PE
Director of Public Works
Date _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy
Date _____

CITY OF SOUTH GATE

ATTEST:

By _____
GIL HURTADO
Mayor
Date _____

By _____
YODIT GLAZE
City Clerk
Date _____

APPROVED AS TO FORM:

By Raul Salinas
RAUL SALINAS
City Attorney
Date _____

EXHIBIT A

GRANT AGREEMENT

BETWEEN THE
STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES)
AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

AGREEMENT NUMBER 4600015405

PROPOSITION 1 ROUND 2
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
FUNDING FROM THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE
IMPROVEMENT ACT OF 2014
(PROPOSITION 1)
PURSUANT TO CHAPTER 7 REGIONAL WATER SECURITY, CLIMATE, AND
DROUGHT PREPAREDNESS
(WATER CODE § 79740 et seq.)

EXHIBIT A

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AGREEMENT NUMBER 4600015405
PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Los Angeles County Flood Control District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on May 6, 2023, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2027, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2028
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$20,335,000.
- 4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - A. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).
 - B. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice (\$0 Invoices are acceptable) and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 - i. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable permits, as indicated on the Environmental Information Form to the State,

- b) All documents that satisfy the CEQA process are received by the State,
- c) The State has completed its CEQA process as a Responsible Agency, and
- d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iii. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after May 5, 2023, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources (e.g., bridge loans).
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

- K. Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."

- v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: P.O. Box 942836 Sacramento, CA 94236.

vi. .

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status.
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC.
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary.
 - C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
- 12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other Agreement between the Grantee and the State evidencing or securing the Grantee's obligations.
 - B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
 - C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition D.5.
 - E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
 - F. Failure to routinely invoice the State pursuant to Paragraph 8.
 - G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2022 Guidelines and as stated on page 24 of the 2022 IRWM Implementation Grant Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2022 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2022 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at

least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

- 14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for

material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee’s performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

| | |
|---|---|
| <p>Department of Water Resources</p> <p>Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 902-6713 Email: Arthur.Hinojosa@water.ca.gov</p> | <p>Los Angeles County Flood Control District</p> <p>Mark Pestrella, PE Chief Engineer, Department of Public Works 900 South Fremont Avenue Alhambra, CA 91803 Phone: (626) 458-4001 Email: MPestrella@dpw.lacounty.gov</p> |
|---|---|

Direct all inquiries to the Project Manager:

| | |
|--|--|
| <p>Department of Water Resources</p> <p>Pavel Zakusilo Engineer P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 326-9915 Email: Pavel.Zakusilo@water.ca.gov</p> | <p>Los Angeles County Flood Control District</p> <p>Amanda Guzman-Perez Grants Manager 900 S Fremont Avenue, 11th Floor Alhambra, CA 90803 Phone: (626) 458-7117 Email: Aguzmanperez@dpw.lacounty.gov</p> |
|--|--|

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – Requirements for Data Submittal
- Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

- Exhibit I – Local Project Sponsors and Project Locations
- Exhibit J – Appraisal Specifications
- Exhibit K – Information Needed for Escrow Processing and Closure
- Exhibit L – Project Monitoring Plan Guidance
- Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

Arthur Hinojosa
 Arthur Hinojosa
 Manager, Division of Regional Assistance

Matthew J Frary For
 Mark Pestrella, PE
 Chief Engineer, Department of Public
 Works

Date 12/5/2023

Date 12/5/2023

APPROVED AS TO FORM

Grace Chang For
 Dawyn R. Harrison
 County Counsel

Date 12/4/2023

ME CB

**EXHIBIT A
WORK PLAN**

PROPOSITION 1 ROUND 2 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT

PROJECT 1: Regional Recycled Water Expansion Project

IMPLEMENTING AGENCY: Gateway Water Management Authority

PROJECT DESCRIPTION: The project will construct approximately 6,000 linear feet of pipeline to the City of Bell Gardens and approximately 1,900 linear feet of pipeline in the City of Downey to extend the recycled water service and provide water for irrigation of parks serving disadvantaged communities. Together, these facilities will bring 82 acre-feet (AF) of potable water offsets to the region at a critical time during Southern California's drought and ensure that these public open spaces can continue to support their communities.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies**

Project Feasibility Studies were completed as part of the project development process. Introduction and use of recycled water at Furman Park in the City of Downey for landscape irrigation purposes was included as part of the Feasibility Study conducted for Furman Park as part of Measure W Safe, Clean Water Program Furman Park Stormwater Capture and Infiltration Project. The City of Bell Gardens also completed studies to verify feasibility for installing recycled water main extensions at Veterans Park and Suva Elementary School.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: City of Downey Public Works Encroachment Permit, State Water Resources Control Board Division of Drinking Water Recycled Water Main Plan Approval, Los Angeles County Flood Control District Water Discharge Permit, Los Angeles County Sanitation District Waste Discharge Permit, and Los Angeles County Department of Public Health (LAC DPH) Recycled Water Plan Approval.

Deliverables:

- Permits as required

Task 7: Design

100% Design Plans and Specifications have been completed for both the City of Bell Gardens and City of Downey components.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents,

prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization: For the City of Downey, mobilization and demobilization will include securing a staging area, mobilization of construction equipment, delivery of approved construction materials, and delivery of sanitary facilities for construction staff. For the City of Bell Gardens, it will include securing a staging area, mobilization of construction equipment, installation of advance warning changeable message signs indicating construction ahead, expect traffic delays, delivery of approved construction materials, and delivery of sanitary facilities for construction staff.

11(b): Site preparation: For the City of Downey, site preparation will include installation of traffic control and pedestrian signage, posting of No Parking signage, construction surveying, and saw cutting of interfering asphalt and concrete. For the City of Bell Gardens, site preparation will include two weeks advance written notice to residents, tenants, businesses impacted by construction activities, two day notice to residents, tenants and businesses impacted by construction as No Parking signs are installed along with traffic control and pedestrian signage, construction surveying, saw cutting of applicable interfering asphalt and concrete, temporary striping as required.

11(c): Construction: the project will extend recycled water service by constructing approximately 6,000 linear feet of pipeline in the City of Bell Gardens and approximately 1,900 linear feet of pipeline in the City of Downey. Work shall include but not be limited to installation of new recycled water main, water service lines, meters, and boxes; installation of gate valves, thrust blocks, and fittings, onsite recycled water service lines, and other associated facilities; abandonment and removal of existing potable water service lines, connections, and meters; clearing and grubbing; trenching, backfilling and compacting; asphalt concrete (AC) pavement reconstruction; reconstruction of miscellaneous Portland cement concrete improvements, landscaping, irrigation, and other existing improvements disturbed during the course of construction; traffic control; and all labor, tools, materials, equipment, and appurtenant work necessary for the proper construction of the contemplated improvements, in accordance with Plans and Specifications.

Retrofit work shall include installation of recycled water identification and signage, cross connection testing in coordination with LAC DPH requirements, and final connection and approval of recycled water use at the associated sites.

Deliverables:

- Photographic Documentation of Progress

Project 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

IMPLEMENTING AGENCY: City of South Gate (City)

PROJECT DESCRIPTION: The project will replace approximately 7,000 feet of 1950's cast iron mains with new water mains in Zone 12 of the City's distribution system. The City will pressure test, disinfect, and conduct bacteriological testing. The project will provide 50 acre-feet per year (AFY) of improved water quality with the water main replacements and increase operational efficiency for the entire water system. As a part of this project, the City is partnered with community-based organizations to engage and educate the community on steps being taken to help address discoloration issues within the system.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during the reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. The project is part of the City of South Gate Water Master Plan 2019. Replacement of these mains was recommended in the City of South Gate Water Master Plan 2019 within a 5-year time frame based on the capacity and main break evaluation.

Deliverables:

- City of South Gate Water Master Plan 2019

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents, as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Plan review for a main separation waiver from the State Water Resources Control Board, Division of Drinking Water and a no fee excavation permit from the Public Works Department at the commencement of construction.

Deliverables:

- Permits as required

Task 7: Design

The City is completing the design of a set of the Zone 12 water main replacements, with 100% Design Plans and Specifications.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization will include bringing and setting up the necessary equipment to the site. Equipment will include trucks, machines, tools, and workers to the site. Required equipment and materials for project materials will be mobilized.

11(b): Site preparation will include establishing where pipelines or mains to be replaced are located and marked to verify exact coordinates. Pot-hole existing utilities. Notification to public to provide schedule of construction activities that will impact their day-to-day lives, including traffic control and water service disruptions will be conducted. Notification will be sent via the City's public notification system, e-mail, doorhangers, social media, and publicity during events and through engagement described in 11(d).

11(c): Construction will include excavation to access, remove and replace existing pipes. Installation of new water mains, pressure testing, disinfecting, and conducting a bacteriological test. Improvements will be made to the site including replacing undersized or leaking water mains, and unlined cast iron pipes that have deteriorated. Coordinate shutdowns. Pipeline replacements are being coordinated with road resurfacing efforts in order to improve the overlying road after replacing the water main.

11(d): Engagement will include working with community-based organizations to conduct community engagement for the project. Activities may include hosting community workshops, supporting the development and use of educational materials, door-knocking outreach to residents, and engaging with schools. These activities will help community members learn about local water supplies, understand water quality, and be aware of the work being done to improve the City's distribution system.

Deliverables:

- Photographic Documentation of Progress
- Outreach and Engagement materials (e.g., workshop summaries, educational materials, etc.)

Project 3: Las Virgenes Creek Restoration Project Phase III

IMPLEMENTING AGENCY: City of Calabasas

PROJECT DESCRIPTION: The project will provide flood protection benefits by removing fish barriers and other obstructions, stabilizing banks, and restoring the riparian understory that will culminate in the creation of 27 acres of hydrodynamic creek bed that will mitigate the severity of major flood events. The project will also provide ecosystem and habitat restoration benefits by restoring the 1.5-mile site, or approximately 27 acres cleared of burned and broken trees. Over 400 linear feet of bank will be established through bio-engineering methods. It is estimated that the project will enhance 13.8 AFY of natural water resources.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. A feasibility study is currently being prepared. The study will include hydrology and water quality flow rate, outfall BMP options, landscape and vegetation plans, and monitoring plan.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: California Department of Fish and Wildlife Lake or Streambed Alteration Agreement (Section 1600), United States Army Corps of Engineers Clean Water Act Section 404 Permit and Los Angeles Regional Water Quality Control Board 401 Water Quality Certification.

Deliverables:

- Permits as required

Task 7: Design

Concept and final designs have been developed for bank stabilization; storm drain outlet retrofit & plant rehabilitation.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization, site preparation, and demobilization activities include transporting equipment and materials to and from the project site.

11(b): Implementation activities will include clearing burned and broken trees and the planting of new native oak trees in approximately 27 acres along the Las Virgenes Creek.

Site restoration will include the following:

- Removal of fish barriers and other obstructions within the creek;
- Installation of rip rap for approximately 25 outlets;
- Installation of best management practices to treat stormwater at the end of the pipes;
- Restoration and rehabilitation of areas along Las Virgenes Creek that were severely damaged by storms (i.e., removal of dead and/or broken mature trees and the planting of new native oak trees);
- 400 linear feet of bank stabilization through bioengineering methods and erosion control;
- Building extension of the Lower Natural Trail to expand public access to another area to view the creek in a natural environment; and
- Building crosswalk on Lost Hill Road.

Deliverables:

- Photographic Documentation of Progress

Project 4: Drought Resiliency Water Conservation Program

IMPLEMENTING AGENCY: Las Virgenes Municipal Water District

PROJECT DESCRIPTION: The project is a three-way partnership between Las Virgenes Municipal Water District (LVMWD), West Basin Municipal Water District (WBMWD), and Los Angeles County Public Works – Waterworks District #29 (Public Works), collectively known as the partners. The project will implement a regional water conservation program and will reduce water use by incentivizing the removal of approximately 110,000 square feet of turf and installing native and drought tolerant plants. Additionally, the project is estimated to provide 650 residential audits, 400 smart sprinkler timers, 135 flow monitoring meters, 450 drip irrigation kits, 400 rain barrels, 6 cisterns, and 12 firescaping workshops. The project will conserve approximately 58 AFY of potable water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Not applicable.

Deliverables: N/A

Task 7: Design

NOTE: Program information shall notify applicants of potential tax liability for rebates.

Deliverables: N/A

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Implementation:

Implementation activities include:

- **Turf Removal Rebates:** The Partners will be adding additional turf removal funding in order to increase the current \$2 per square foot rebate to a \$5 per square foot rebate. Rebates will incentivize the removal of approximately 110,000 square feet of turf and installation of native and drought tolerant plants.
- **Landscape Surveys (Audits):** Both LVMWD and Public Works have active vendors that will provide approximately 650 landscape surveys as part of this project. The agencies will utilize the prior survey data to contact customers and offer the new project.
- **Smart Sprinkler Timers and Installations:** A licensed contractor will be hired to perform the installation and programming of approximately 400 smart sprinkler timers, per manufacturer specifications.
- **Flow Monitoring Meters:** LVMWD and Public Works will promote the Flow Monitoring Meters and provide approximately 135 of them to their customers. The agencies will utilize the data to alert residents of any possible leaks.
- **Garden in a Box and Drip Irrigation Kits:** The partners will coordinate to offer free landscape classes to educate residents about low water use plants and how to install drip irrigation systems. Approximately 450 kits will be provided to residents, and they will be required to install within 60 days and provide photographic proof.
- **Firescaping Workshops:** The partners will work collaboratively to provide firescaping instructional classes in person and/or virtual to educate and promote plants that help protect properties from fire. Approximately twelve (12) classes will be hosted.
- **Rain Barrels:** The partners will coordinate small one-day distribution events or will provide vouchers to qualifying residents with up to two (2) free or 50% cost share rain barrels. The project will provide approximately 400 rain barrels, which can hold up to 50 gallons.
- **Cisterns:** The partners will work with North Santa Monica Bay Watershed Coordinator (Watershed Coordinator) the Resource Conservation District of the Santa Monica Mountains (RCDSMM) and Accelerate Resilience LA (ARLA) to create a streamlined template process. The Watershed Coordinator has several sites ready for this project. They will help the Project Partners to work with the cities and L.A. County to obtain any required permits or inspections for approximately 6 larger cisterns.

Deliverables:

- Photographic Documentation of Progress
- Surveys, or Site visit reports (pre and post) to measure water use and confirm installations;
- Maps with geographic locations of program participants;
- Monthly water conservation savings report during active Program Period

Project 5: Malibu Civic Center Water Treatment Facility – Phase 2

IMPLEMENTING AGENCY: City of Malibu

PROJECT DESCRIPTION: The project will construct the second phase of the Civic Center Water Treatment Facility (CCWTF), expanding the facility's capacity from 190,000 gallons to 350,000 gallons of wastewater per day. The project will also design and construct recycled water pump stations and the transmission mains needed to capture and deliver recycled wastewater to an additional approximately 445 properties. The project will provide approximately 179 AFY of recycled water and will bolster the Malibu Valley groundwater basin against saltwater intrusion by discharging treated effluent directly into the basin.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. The City of Malibu has prepared a Feasibility Study (Final Design Report).

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

An Environmental Impact Report was filed for this project with the State Clearinghouse in January of 2021. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents, as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: South Coast Air Quality Management District (SCAQMD)- Rule 43 Fugitive Dust; Odor Control System; Stand-by Generator; United States Fish and Wildlife Service - Endangered Species Act Compliance; Los Angeles Regional Water Quality Control Board - National Pollutant Discharge Elimination System Construction; Discharges of Groundwater from Construction Dewatering to Surface Water; Discharges of Low Threat Hydrostatic Test Water to Surface Water; California Department of Water Resources - Encroachment Permit; and City of Malibu - Building Permit.

The following permits are anticipated to be acquired for this project: Los Angeles County- Encroachment Permit; Los Angeles Department of Public Works- Encroachment Permit; City of Malibu- Encroachment Permit; and City of Malibu- Building Permit

Deliverables:

- Permits as required

Task 7: Design

The Project is Phase 2 of the City of Malibu's planned expansion of the CCWTF. The Basis of Design report was completed in 2017. Design of Phase 2 was completed in February 2021. The design includes the expansion of the CCWTF collection system to approximately 450 homes and increase the capacity of the treatment plant from 191,000 gallons per day to 350,000 gallon per day.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Mobilization consists of preparatory work and operations, including, but not limited to movement of personnel, equipment, and supplies to project site. It also includes full compensation for furnishing all labor, equipment, tool, materials, compensation of payment of bonds and insurance. Demobilization will consist of removal of personnel, equipment and supplies from project site.

11(b): Site preparation will include over excavation to provide stable excavation bottom, off-haul of export soils and unsuitable for fill materials.

11(c): Construction:

- Modifications and additions to existing pump stations, headworks, equalization basin, UV disinfection area, solids storage tank and blowers building, chemical area and membrane area.
- Install biological reactors, membrane equipment system, trojan UV disinfection equipment, site electrical and I&C, and solid thickening membrane equipment system.
- Install approximately 34,000 linear feet of pipeline throughout Malibu Colony, Serra Canyon, Surf Rider Beach, Malibu Canyon, Vista Pacifica/De Ville Condominiums including installing Malibu Colony, Malibu Lagoon, Malibu Creek and Crumpacker Lift stations.
- Modifications to Injection Well No. 3: Clean the existing well casing. Install injection pump, necessary pipework and valves. Above ground, install piping, fittings and electrical equipment and connect equipment to the treatment plant programming system.
- Dewatering in Serra and Malibu Colony
- Shoring, Sheeting and Bracing

Deliverables:

- Photographic Documentation of Progress

Project 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

IMPLEMENTING AGENCY: Los Angeles County Waterworks District No. 29

PROJECT DESCRIPTION: The project will construct approximately 7,127 feet of new 12-inch diameter steel waterline, valves, and pressure regulating stations to establish a new interconnection between Los Angeles County Waterworks District No. 29 (District 29) and LVMWD. The project will improve emergency preparedness, disaster response, and water supply reliability for customers in the District 29 service area by providing approximately 2,421 AFY of water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

The Los Angeles County Waterworks District No. 29 Encinal Canyon Interconnection Project Concept Report was completed as part of the project development process.

Deliverables:

- Los Angeles County Waterworks District No. 29 Encinal Canyon Interconnection Project Concept Report

Task 5: CEQA Documentation

An Environmental Impact Report was filed for this project with the State Clearinghouse and Los Angeles County Clerk in May 2021. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Los Angeles County Department of Regional Planning Coastal Development Permit; City of Malibu Coastal Development Permit; and City of Malibu Encroachment Permit.

Deliverables:

- Permits as required

Task 7: Design

100% percent design plans and specifications are completed for the waterline and pressure reducing stations. Approval of the final design requires City of Malibu and Los Angeles County Department of Regional Planning approvals.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include mobilization of equipment and materials, preparing the site with performance testing of all the components to ensure proper function and compliance with final design, construction of approximately 7,127 feet of new 12-inch diameter steel waterline, three pressure regulating stations, valves, hydrants, and appurtenances, and demobilization of equipment and materials.

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilize and demobilize equipment and materials to and from project site.

11(b): Prepare site by conducting performance testing of all the components to ensure proper function and compliance with final design.

11(c): Construct approximately 7,127 feet of new 12-inch diameter steel waterline, three pressure regulating stations, valves, hydrants, and appurtenances.

Deliverables:

- Photographic Documentation of Progress

Project 7: Van Ness Avenue Well Field Project

IMPLEMENTING AGENCY: City of Torrance

PROJECT DESCRIPTION: The project will drill three new water wells, upgrade a booster pump station, and construct a transmission main to provide the City of Torrance an additional water supply of approximately 5,620 AFY for use during a drought or emergency. The pumped groundwater will be piped to an existing groundwater production facility and will be distributed to the central part of Torrance through the existing pipe network.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: City Excavation Permit obtained for transmission main.

The following permits are anticipated to be acquired for this project: State Water Resources Control Board, Division of Drinking Water Permit, obtained with facility is completed, if required.

Deliverables:

- Permits as required

Task 7: Design

The final design plans and specifications will be completed.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. The project will be contracted as a design-build contract.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include:

11(a): Mobilization and demobilization activities, including transport of equipment and materials to and from the Project site.

11(b): Site preparation activities will include setting up temporary facilities (e.g., portable bathrooms, field office).

11(c): Construction: the project will drill three new water wells: Well 12 will be drilled on City property at 185th Street and Purche Avenue; Well 13 will be drilled at the west corner of La Carretera Park; Well 14 will be drilled at the southeast corner of Descanso Park. Booster pump improvements will be analyzed to see what level of the following will be needed for improvements: chloramine injection system, including chemical storage tanks, skid mount metering pumps, containment system, chemical analyzer, injection piping, and injection quill assembly. Installation of the remaining areas of the transmission main pipe include: pipe on Purche Avenue from 185th Street to 182nd Street, pipe on 182nd Street to 176th Street, pipe on Van Ness Avenue at Torrance Blvd, pipe on Van Ness Avenue from 195th Street to 185th Street, and pipe on 185th Street from Van Ness Avenue to Purche Avenue.

Deliverables:

- Photographic Documentation of Progress

Project 8: Manhattan Beach Coastal Restoration and Resiliency Project**IMPLEMENTING AGENCY:** City of Manhattan Beach

PROJECT DESCRIPTION: The project will implement stormwater treatment by installing approximately: 6 Centralized High Flow Capacity Treatment Devices at stormwater outfalls, 2 trench inlet filters, 18 distributed catch basin connector pipe screens and drop basket screens, and 8 inlet filter inserts. These grey infrastructure installations will reduce the amount of human generated trash by approximately 1,658 gallons annually. The project will also restore approximately 3.2 acres of the existing dunes along the Manhattan Beach shoreline.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

The Preliminary Design Approach was completed as part of the Project development process.

Deliverables:

- 2022 Preliminary Design Approach

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Coastal Development Permit from the California Coastal Commission; and Connection Permits from the Los Angeles County Flood Control District.

Deliverables:

- Permits as required

Task 7: Design

The final design plans and specifications have been completed.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule,

reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include transportation of equipment and materials to the project site, setting up temporary facilities (e.g., portable bathrooms, field office), and installation of six (6) Centralized High Flow Capacity Treatment Devices at strategic stormwater outfalls, i.e., continuous deflection separation units (i.e., swirl concentrator hybrid technology that uses continuous deflective separation to screen, separate and trap debris, sediment, and hydrocarbons from stormwater runoff); two (2) trench inlet filters; eighteen (18) distributed catch basin connector pipe screens and drop basket screens; eight (8) inlet filter inserts. The project will also restore approximately 3.2 acres of the existing dunes along the Manhattan Beach shoreline. The restoration project involves the removal of non-native vegetation, seeding/planting of native vegetation, strategic installation of temporary sand fencing as vegetation establishes, installation of symbolic fencing on existing pathways, and installation of educational features like interpretive signage. Demobilization will include transportation of equipment and materials from the project site.

Deliverables:

- Photographic Documentation of Progress

Project 9: Harbor South Bay Water Recycling Project

IMPLEMENTING AGENCY: West Basin Municipal Water District

PROJECT DESCRIPTION: The project will extend a combined total of approximately 6,700 linear feet of new recycled water pipelines for landscape irrigation at public parks and schools located within the cities of Carson and Gardena. The laterals will be constructed within public right of way and will serve the following locations: Peary Middle School, Mas Fukai Park, Curtiss Middle School, and Mills Memorial Park. Use of recycled water for irrigation purposes will bring needed sustainable water supplies to these communities by reducing reliance on imported drinking water by nearly 60 AFY.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

A Mitigated Negative Declaration was filed for the Mills Park Recycled Water Lateral with the State Clearinghouse and the County Clerk of Los Angeles in August 2009. Complete environmental review pursuant to CEQA for all other project locations. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: City of Carson Encroachment Permit; City of Gardena Encroachment Permit.

Deliverables:

- Permits as required

Task 7: Design

Design recycled water laterals with United States Army Corps of Engineers (USACOE) support. Plans will be prepared to the corresponding jurisdictional standards in the city where the project is located. A pre-design report will be prepared to establish the basis of design and will identify the alignment, pipe material and methods of installation, hydraulic calculations, permit requirements and processing, preliminary cost estimates, and construction schedules. The final pre-design report will be certified by a State Professional Engineer.

The pre-design report will guide design. Geotechnical soil testing will be performed, and information will be incorporated into the design. Utility search will start with the pre-design component; those existing utilities will be incorporated into the design plans. Potholing will be performed to identify and mitigate conflicts. Plans and Specifications will be prepared following USACOE standard templates. The Plans and Specifications are expected to be submitted at a 60%, 90% and 100% design level. Final cost estimates will be calculated. Plans will be submitted to the corresponding jurisdictional entity for approval. Traffic control plans will be prepared following the jurisdictional entities' requirements and submitted for approval.

Upon completion and review of the 100% design submittal, the construction bid package will be assembled, signed, and used for advertisement of bid solicitation.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization includes construction related activities to take project site photos prior to starting of construction, shop drawing submittal, and service yard preparation. Demobilization includes removal of equipment from site and service yard and punch list completion.

11(b): Site preparation will include performing field surveys, crossing utility potholing, signage installation, and saw cutting.

11(c): Installation will include material procurement, trenching, traffic control installation, install approximately 6,700 linear pipe and related appurtenances.

Deliverables:

- Photographic Documentation of Progress

Project 10: Healthy Pocket Parks and Schools

IMPLEMENTING AGENCY: Los Angeles Neighborhood Land Trust (LANLT)

PROJECT DESCRIPTION: The project will remove approximately 40,000 square feet of asphalt surfaces and replace it with a 2-acre multi-benefit green schoolyard at 52nd Street Elementary School (School) located in South Los Angeles. The project will maximize greening opportunities at the School by planting trees and installing over 20,000 square feet of new California native habitat and 20,000 square feet of green infrastructure swales to capture, slow, and clean runoff. Other features include a new California native turf field. The project will capture approximately 1.3 AFY of rainfall that falls onsite, which reduces the School's flood risk.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Not applicable.

Deliverables: N/A**Task 7: Design**

Procure a design consultant team to prepare a site survey and conduct a geotechnical investigation to determine soil composition, location of water table, infiltration potential, etc.

The conceptual design for the project was based on preliminary feedback from school and district staff. The elements included are typical school greening features and will be refined based on any additional community identified priorities once the project is underway.

Work with students, staff, and community-based organizations, to conduct community engagement for the project. Activities may include design workshops, educational programming discussions, and surveys. The engagement will focus on getting a sense for how the students, teachers, and community members intend to use the school yard and identify ways to reconfigure the space to allow for significantly more green areas while also accommodating some of the needs for ball play and other classes that require hard surfaces while still providing for natural cooling through shade, habitat, and stormwater infiltration where possible.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Outreach and Engagement materials (e.g. workshop summaries, educational materials, etc.)
- Geotechnical study
- Site survey

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR. Manage construction by coordinating with contractors/landscape architects, processing change orders, etc.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include setting up equipment and bringing necessary equipment to the site (i.e., trucks, machines, tools, and workers); preliminary grading and site clearing for project construction; removal of 40,000 square feet of impermeable asphalt surface; installation of 20,000 square feet of new native turf; installation of 20,000 feet of planted swales; and approximately 30 shade trees; and demobilization of project equipment.

Deliverables:

- Photographic Documentation of Progress

Project 11: City of Burbank Advanced Metering Infrastructure Upgrade**IMPLEMENTING AGENCY:** City of Burbank

PROJECT DESCRIPTION: The project will upgrade the City of Burbank's Advanced Metering Infrastructure (AMI) system and retrofit or replace lids for wireless connectivity, improving interface with Burbank Water and Power's (BWP) existing customer information systems (CIS). The project will replace an estimated 8,000 AMI transmitters in single-family residences and an estimated 19,089 transmitters throughout the City of Burbank where the existing AMI has failed or is in need of replacement. The project will conserve approximately 512 AFY of water.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Not applicable.

Deliverables: N/A

Task 7: Design

Design of the project was completed in September 2022.

Deliverables:

- Final Plans & Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization activities include transportation of equipment and materials to and from the project site.

11(b): Installation of collectors to wirelessly communicate with water meters and receive meter data through secure connection to offsite services. Installation and configuration of server software to manage network and meter data remotely. The meter data management system (MDMS) will be installed, and various software functions will be developed, deployed, and delivered to BWP's users and customers. BWP's utility billing system representative will integrate network information and MDMS with CIS, including uploading mass information on meter exchanges. The MDMS will also be integrated with the MDMS of Record, the utility billing portal, and the customer portal, WaterSmart. The AMI/MDMS analytical tools will translate complex data into easily understood information, allowing customers to analyze their water use for improved water conservation.

Deliverables:

- Photographic Documentation of Progress

Project 12: La Crescenta Green Improvement Project**IMPLEMENTING AGENCY:** Los Angeles County Public Works

PROJECT DESCRIPTION: The project will construct approximately 30 drywells, 15,000 square feet of bioswales, and 19,000 square feet of permeable pavement to capture, treat, and infiltrate all urban runoff and up to the 85th percentile, 24-hour storm runoff volume from a 150-acre drainage area in the Los Angeles River Watershed. In addition to the stormwater and flood management benefits, the project will also provide a water supply benefit of 40 AFY by removing more than 60% of total metals and 64% of bacteria and nutrients that are currently discharged to Arroyo Seco Reach 2. Stormwater and dry weather runoff will be recharged in the Verdugo Groundwater Basin, which will help replenish local water supplies for the region.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental DocumentationTask 4: Feasibility Studies

Two Feasibility Studies were completed as part of the project development process. A geotechnical investigation was completed to assess the project location for suitability of infiltration. A hydrology study was completed to classify the overall project drainage area as well as pertinent design criteria related to planned runoff volumes. Additional feasibility studies will be completed.

Deliverables:

- Geotechnical Investigation
- Hydrology Study
- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Permit to Enter from property owners; Encroachment Permit from the CA Department of Transportation; Traffic Control Permit from the City of Glendale.

Deliverables:

- Permits as required

Task 7: Design

The Project design will be developed.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization activities include: mobilization of equipment and materials; site cleanup and site restoration (e.g., final grading, landscaping); and removal of all temporary facilities.

11(b): Site preparation will include setting up temporary facilities (e.g., field office, construction barriers) and site clean-up prior to construction.

11(c): Construction activities will include the installation of 30 drywells, 15,000 square feet of bioswales, and approximately 19,000 square feet of permeable pavement.

Deliverables:

- Photographic Documentation of Progress

Project 13: Whitsett Fields Park North Stormwater Capture Project**IMPLEMENTING AGENCY:** Los Angeles Department of Water and Power

PROJECT DESCRIPTION: The project will install a diversion structure, a storm drainpipe alignment, a hydrodynamic separator, and a subsurface infiltration gallery to divert stormwater and urban runoff from a 78" storm drain at Raymer Street into an underground infiltration gallery at Whitsett Fields Park (Park), a 30-acre park located in North Hollywood. Urban and stormwater runoff from an approximately 303-acre drainage area will be infiltrated to replenish the San Fernando Groundwater Basin (Basin), a source of local water supply for the region. The project will provide a primary water supply benefit of approximately 185 AFY.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A**Budget Category ©: Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

The 2018 Whitsett Fields Park North Stormwater Capture Study was completed as part of the Project development process.

Deliverables:

- 2018 Whitsett Fields Park North Stormwater Capture Study

Task 5: CEQA Documentation

A Mitigated Negative Declaration was filed for this project with the State Clearinghouse (SCH) in September of 2021 (SCH 2021010053). Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Construction Stormwater General Permit from the State Water Resources Control Board; Encroachment Permit from the California Department of Transportation; Flood Control Permit from the Los Angeles County Public Works.

Deliverables:

- Permits as required

Task 7: Design

Final designs for the Project have been completed.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule,

reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization activities include: mobilization of equipment and materials; site cleanup and site restoration (e.g., final grading, landscaping); and removal of all temporary facilities.

11(b): Site preparation activities will include setting up temporary facilities (e.g., field office, construction barriers) and site clean-up prior to construction.

11(c): Construction activities will include the installation of a diversion structure located at the 78-inch storm pipe on Raymer Street, a storm drainpipe alignment along Raymer Street and Whitsett Avenue, a hydrodynamic separator located on Raymer Street outside the park area and upstream of the infiltration gallery, and one subsurface infiltration gallery located underneath the open field and baseball diamonds with an approximate area of 39,640 square-feet. The depth below ground to the top of the infiltration gallery will be approximately 11 feet.

11(d): Upgrade park irrigation system; addition of approximately 70 trees and accent landscaping to be around the park perimeter; addition of educational signage that will engage the community and promote sustainability awareness, and a new hydration station.

Deliverables:

- Photographic Documentation of Progress

Project 14: Bowtie Demonstration Project**IMPLEMENTING AGENCY:** The Nature Conservancy

PROJECT DESCRIPTION: The project is a multi-benefit stormwater management and habitat enhancement demonstration project that is located on approximately 3 acres of the Bowtie Parcel's northern-most area. The project will daylight a storm drain that lies beneath the site and will divert water from the storm drain onto the site through a natural arroyo. A seasonal wetland will be created to slow and capture water. The existing infrastructure for the storm drain will remain in place, underground, to enable conveyance of larger storms, preventing the site from being eroded by fast-moving waters under the most intense storm conditions. The project will improve water quality, create green space in an urban area, reduce greenhouse gas emissions, promote community engagement and education, restore native habitat, and increase community resilience to climate change. The project will implement natural infrastructure to treat an estimated 481 AFY of dry weather flows from a 2,775-acre drainage area for onsite reuse.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category ©: Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

The Los Angeles River: Stormwater Management and Habitat Enhancement Conceptual Designs feasibility study was completed as part of the Project development process.

Deliverables:

- Los Angeles River: Stormwater Management and Habitat Enhancement Conceptual Designs

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Removal Action Workplan Approval from the California Department of Toxic Substances Control; Construction Stormwater Permit from the Los Angeles Regional Water Quality Control Board; Flood Control Permit from the Los Angeles County; Encroachment Permit from the Los Angeles Department of Water and Power; Other permits as required.

Deliverables:

- Permits as required

Task 7: Design

Early conceptual designs for the Project are included in the Los Angeles River: Stormwater Management and Habitat Enhancement Conceptual Designs. Final construction drawings and specifications will be completed in advance of construction.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization activities include mobilization of equipment and materials; site cleanup and site restoration (e.g., final grading, landscaping); and removal of all temporary facilities.

11(b): Site preparation will include setting up temporary facilities (e.g., field office, construction barriers) and site clean-up prior to construction.

11(c): Construction will include daylighting the large storm drain from the existing pipeline and diverting the water onto State Parks property through a constructed wetland that meanders along the site. The wetland and surrounding areas will be planted with native vegetation that can withstand both times of high water and periods of dry weather conditions. A Contech Vortech Separator and a Contech Jellyfish Filtration Unit for treatment and filtration of flows will be installed.

Deliverables:

- Photographic Documentation of Progress

Project 15: Advanced Meter Infrastructure**IMPLEMENTING AGENCY:** Valley County Water District

PROJECT DESCRIPTION: The project will replace approximately 1,263 commercial, industrial, and institutional (CII) water meters throughout the Valley County Water District (VCWD) service area, which serves the cities of Baldwin Park, Irwindale, West Covina, and Azusa. This will allow VCWD to measure customers' water usage more accurately and increase the ability to detect water leaks. The project also includes the installation of a meter testing stand to provide a better mechanism to test for nonfunctioning, leaking, or otherwise inefficient meters. This test will allow for more frequent, effective, in situ meter testing. This will significantly cut down on unaccounted for water losses throughout the service area with much greater efficiency. The project will conserve approximately 200 AFY of water.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A**Budget Category ©: Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

A Notice of Exemption was filed with the Los Angeles, County Clerk in November of 2022. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Not applicable.

Deliverables: N/A

Task 7: Design

Design of the project is complete. An assessment of the existing meter conditions has also been completed. The necessary research to identify available technologies has also already been completed; a pilot study was carried out using two different technologies.

Deliverables:

- Report on existing meter age; number of meters, size of meters, age of meters
- Installation Plan
- Meter Cost Estimate

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

Not applicable.

Deliverables: N/A

Task 10: Construction Administration

All work will be completed in-house by VCWD staff.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Installation of advanced water meters will include removal of existing meters and replacement with new units at approximately 1,263 CII meter locations. Existing units will be replaced with new advanced meters, receivers, and meter box lids. Meters will be field tested to validate system functionality. Purchase and installation of a meter test stand at existing District Facility. Plumbing of the test stand with a close loop water system, including installation of water tanks. Startup and testing of the meter test stand and corresponding software.

Deliverables:

- Photographic Documentation of Progress

Project 16: Los Angeles County Rubber Dams Project

IMPLEMENTING AGENCY: Los Angeles County Flood Control District

PROJECT DESCRIPTION: The project will install approximately five rubber dams across Los Angeles County. Three of the five rubber dams are located within channels and divert water to existing spreading grounds. The two remaining rubber dams will be installed in the San Gabriel River and will primarily be used to hold, capture, and later release storm water to downstream spreading grounds. The project will divert approximately 3,500 AFY for groundwater recharge into the Main San Gabriel and Central Groundwater Basins and will conserve approximately 9,261,000-kilowatt hours (kWh) of energy per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

Task 5: CEQA Documentation

A Notice of Exemption was filed for the rubber dams in Citrus Spreading Grounds, Forbes Spreading Grounds, and Walnut Spreading Basin in September 2022 at the Los Angeles County Clerk. Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Not applicable.

Deliverables: N/A

Task 7: Design

Technical Specifications (T-Specs) are prepared for the fabrication and installation of new rubber dam bodies. T-Specs will be prepared for each rubber dam.

Deliverables:

- Basis of Design Report
- Technical Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule,

reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: The contractors will mobilize a crane onsite. Once performance testing has been signed off and approved, the contractors will demobilize.

11(b): Site preparation: The crane will remove the existing rubber dam bladder and position the new rubber dam. The majority of the work will be completed with handheld tools and will require minimal clearing of debris from around the project site.

11(c): Construction will involve removal and disposal of the old rubber dam bladders, and installation of the new rubber dam bladders in accordance with the plans and specifications.

11(d): Performance Testing: After construction, performance reviews and monitoring will be conducted, and observations will be performed to determine any air leakage or minor adjustments necessary for optimal operation.

Deliverables:

- Photographic Documentation of Progress
- Performance Testing Observation Report

Project 17: Plymouth Neighborhood Stormwater Capture Project

IMPLEMENTING AGENCY: Amigos de los Rios

PROJECT DESCRIPTION: The project will install new permeable pavement technology and establish new infiltration tree and shrub planters, bioswales, Low-Impact Development (LID) planters, and rain gardens as natural infrastructure elements that will reduce impervious land area at the Plymouth Elementary School campus to improve stormwater and runoff capture and infiltration. The project also includes strategic removal of water intensive grass field areas and the planting of over 90 trees and 800 shrubs. The project will provide stormwater and flood management benefits to the campus and along surrounding streets in the City of Monrovia by capturing and retaining approximately 0.66 AFY of inflow stormwater volume.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

The Plymouth School Neighborhood Stormwater Capture Demonstration Project Feasibility Study Report was completed as part of the project development process.

Deliverables:

- 2020 Plymouth School Neighborhood Stormwater Capture Demonstration Project Feasibility Study Report

Task 5: CEQA Documentation

Notice of Exemptions were filed for this project with Los Angeles County Clerk in June 2021 (SCH 2021060554) and March 2022 (SCH 2022030513). Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: Encroachment Permit from the City of Monrovia.

Deliverables:

- Permits as required

Task 7: Design

100% of the design has been completed for the Project.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization activities, including transport of equipment and materials to and from the Project site.

11(b): Site preparation activities will include setting up temporary facilities (e.g., portable bathrooms, field office).

11(c): Construction activities include implementing LID and Green Street design features in the Plymouth Elementary School parking lot and campus to capture, treat, and infiltrate stormwater runoff. Improvements include permeable surfaces, trees, plants, infiltration planters, and pervious concrete gutter strips. Approximately 6,000 square feet of impervious surfaces in the parking lot/street and open pavement area will be replaced with permeable surfaces, and an additional 850 square feet of bioswales/raingardens will be installed. The project will also include educational signage and interpretive elements, tree wells and LID infiltration planter boxes in strategic locations, and landscaping with native trees.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B**BUDGET****PROPOSITION 1 ROUND 2 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

| | PROJECTS | Grant Amount | Required Cost Share: Non-State Fund Source | Other Cost Share | Total Cost | Cost Share Required % |
|----|--|---------------------|---|-------------------------|-------------------|------------------------------|
| 1 | Project 1: Regional Recycled Water Expansion Project | \$3,372,600 | \$502,431 | \$143,213 | \$4,018,244 | 12.5% |
| 2 | Project 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability | \$2,342,400 | \$0 | \$2,652,600 | \$4,995,000 | 0% |
| 3 | Project 3: Las Virgenes Creek Restoration Project Phase III | \$1,300,000 | \$1,800,000 | \$500,000 | \$3,600,000 | 50% |
| 4 | Project 4: Drought Resiliency Water Conservation Program | \$630,000 | \$660,500 | \$30,500 | \$1,321,000 | 50% |
| 5 | Project 5: Malibu Civic Center Water Treatment Facility – Phase 2 | \$500,000 | \$31,500,000 | \$31,000,000 | \$63,000,000 | 50% |
| 6 | Project 6: Emergency Source of Water Supply Connection – Las Virgenes Connection | \$1,000,000 | \$4,300,000 | \$3,300,000 | \$8,600,000 | 50% |
| 7 | Project 7: Van Ness Avenue Well Field Project | \$1,300,000 | \$12,500,000 | \$11,200,000 | \$25,000,000 | 50% |
| 8 | Project 8: Manhattan Beach Coastal Restoration and Resiliency Project | \$830,000 | \$1,268,003 | \$438,003 | \$2,536,006 | 50% |
| 9 | Project 9: Harbor South Bay Water Recycling Project | \$1,300,000 | \$0 | \$4,900,000 | \$6,200,000 | 0% |
| 10 | Project 10: Healthy Pocket Parks and Schools | \$900,000 | \$0 | \$2,081,075 | \$2,981,075 | 0% |
| 11 | Project 11: City of Burbank Advanced Metering Infrastructure Upgrade | \$250,000 | \$4,001,500 | \$3,751,500 | \$8,003,000 | 50% |
| 12 | Project 12: La Crescenta Green Improvement Project | \$1,000,000 | \$4,600,000 | \$3,600,000 | \$9,200,000 | 50% |
| 13 | Project 13: Whitsett Fields Park North Stormwater Capture Project | \$1,000,000 | \$4,232,742 | \$28,629,190 | \$33,861,932 | 12.5% |
| 14 | Project 14: Bowtie Demonstration Project | \$1,180,000 | \$0 | \$8,035,575 | \$9,215,575 | 0% |
| 15 | Project 15: Advanced Meter | \$766,500 | \$766,500 | \$0 | \$1,533,000 | 50% |

| | | | | | | |
|--------------------|--|---------------------|---------------------|----------------------|----------------------|-------|
| | Infrastructure (CII) | | | | | |
| 16 | Project 16: Los Angeles County Rubber Dams Project | \$2,478,500 | \$2,987,500 | \$509,000 | \$5,975,000 | 50% |
| 17 | Project 17: Plymouth Neighborhood Stormwater Capture Project | \$185,000 | \$172,500 | \$1,022,500 | \$1,380,000 | 12.5% |
| GRAND TOTAL | | \$20,335,000 | \$69,291,676 | \$101,793,156 | \$191,419,832 | |

PROJECT 1: Regional Recycled Water Expansion Project

Implementing Agency: Gateway Water Management Authority

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|--------------------|---|--------------------|---|--------------------|--------------------|
| (a) | Project Administration | \$396,600 | \$0 | \$5,000 | \$401,600 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$105,000 | \$0 | \$27,644 | \$132,644 |
| (d) | Construction / Implementation | \$2,871,000 | \$502,431 | \$110,569 | \$3,484,000 |
| TOTAL COSTS | | \$3,372,600 | \$502,431 | \$143,213 | \$4,018,244 |

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s): City of Downey in-kind contributions, Safe Clean Water Grant, City of Bell Gardens municipal funds.

**Other Cost Share fund source(s): City of Downey in-kind contributions, Safe Clean Water Grant, City of Bell Gardens municipal funds.

PROJECT 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

Implementing Agency: City of South Gate

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$0 | \$380,000 | \$380,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$315,000 | \$315,000 |
| (d) | Construction / Implementation | \$2,342,400 | \$0 | \$1,957,600 | \$4,300,000 |
| | TOTAL COSTS | \$2,342,400 | \$0 | \$2,652,600 | \$4,995,000 |

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): City of South Gate's Water Enterprise Fund

PROJECT 3: Las Virgenes Creek Restoration Project Phase III

Implementing Agency: City of Calabasas

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$0 | \$300,000 | \$300,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$526,000 | \$74,000 | \$600,000 |
| (d) | Construction / Implementation | \$1,300,000 | \$1,274,000 | \$126,000 | \$2,700,000 |
| | TOTAL COSTS | \$1,300,000 | \$1,800,000 | \$500,000 | \$3,600,000 |

NOTES:

*Required Cost Share fund source(s): Los Angeles County Safe, Clean Water Program (Measure W) and City General Funds.

**Other Cost Share fund source(s): Los Angeles County Safe, Clean Water Program (Measure W) and City General Funds.

PROJECT 4: Drought Resiliency Water Conservation Program

Implementing Agency: Las Virgenes Municipal Water District

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$60,000 | \$16,000 | \$0 | \$76,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$6,200 | \$0 | \$6,200 |
| (d) | Construction / Implementation | \$570,000 | \$638,300 | \$30,500 | \$1,238,800 |
| | TOTAL COSTS | \$630,000 | \$660,500 | \$30,500 | \$1,321,000 |

NOTES:

*Required Cost Share fund source(s): Las Virgenes Municipal Water District, West Basin Municipal Water District, and Los Angeles County Waterworks-District 29.

**Other Cost Share fund source(s): Las Virgenes Municipal Water District, West Basin Municipal Water District, and Los Angeles County Waterworks-District 29.

PROJECT 5: Malibu Civic Center Water Treatment Facility – Phase 2

Implementing Agency: City of Malibu

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|---------------------|
| (a) | Project Administration | \$0 | \$15,000 | \$15,000 | \$30,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$1,945,000 | \$1,945,000 | \$3,890,000 |
| (d) | Construction / Implementation | \$500,000 | \$29,540,000 | \$29,040,000 | \$59,080,000 |
| | TOTAL COSTS | \$500,000 | \$31,500,000 | \$31,000,000 | \$63,000,000 |

NOTES:

*Required Cost Share fund source(s): State Revolving Funds.

**Other Cost Share fund source(s): State Revolving Funds.

PROJECT 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

Implementing Agency: Los Angeles County Waterworks District No. 29

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$150,000 | \$150,000 | \$300,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$417,500 | \$417,500 | \$835,000 |
| (d) | Construction / Implementation | \$1,000,000 | \$3,732,500 | \$2,732,500 | \$7,465,000 |
| | TOTAL COSTS | \$1,000,000 | \$4,300,000 | \$3,300,000 | \$8,600,000 |

NOTES:

*Required Cost Share fund source(s): Los Angeles County Waterworks District No.29 Accumulative Capital Outlay Funds.

**Other Cost Share fund source(s): Los Angeles County Waterworks District No.29 Accumulative Capital Outlay Funds.

PROJECT 7: Van Ness Avenue Well Field Project

Implementing Agency: City of Torrance

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|---------------------|
| (a) | Project Administration | \$0 | \$0 | \$130,000 | \$130,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$2,235,000 | \$2,235,000 |
| (d) | Construction / Implementation | \$1,300,000 | \$12,500,000 | \$8,835,000 | \$22,635,000 |
| | TOTAL COSTS | \$1,300,000 | \$12,500,000 | \$11,200,000 | \$25,000,000 |

NOTES:

*Required Cost Share fund source(s): State Revolving Fund Loan and Bureau of Reclamation Grant.

**Other Cost Share fund source(s): City of Torrance.

PROJECT 8: Manhattan Beach Coastal Restoration and Resiliency Project

Implementing Agency: City of Manhattan Beach

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$0 | \$230,000 | \$230,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$272,602 | \$35,403 | \$308,005 |
| (d) | Construction / Implementation | \$830,000 | \$995,401 | \$172,600 | \$1,998,001 |
| | TOTAL COSTS | \$830,000 | \$1,268,003 | \$438,003 | \$2,536,006 |

NOTES:

*Required Cost Share fund source(s): Los Angeles County Safe, Clean Water Program (Municipal Measure W) and City Capital Improvement Funds and in-kind contributions.

**Other Cost Share fund source(s): Municipal Measure W and City Capital Improvement Funds and in-kind contributions.

PROJECT 9: Harbor South Bay Water Recycling Project

Implementing Agency: West Basin Municipal Water District

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$126,100 | \$0 | \$493,900 | \$620,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$159,900 | \$0 | \$2,940,100 | \$3,100,000 |
| (d) | Construction / Implementation | \$1,014,000 | \$0 | \$1,465,400 | \$2,480,000 |
| | TOTAL COSTS | \$1,300,000 | \$0 | \$4,900,000 | \$6,200,000 |

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): U.S. Army Corps of Engineers and West Basin Municipal Water District.

PROJECT 10: Healthy Pocket Parks and Schools

Implementing Agency: Los Angeles Neighborhood Land Trust

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$0 | \$381,000 | \$381,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$117,000 | \$0 | \$300,075 | \$417,075 |
| (d) | Construction / Implementation | \$783,000 | \$0 | \$1,400,000 | \$2,183,000 |
| | TOTAL COSTS | \$900,000 | \$0 | \$2,081,075 | \$2,981,075 |

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): SGC Transformative Climate Communities Program and Los Angeles Neighborhood Land Trust private fundraising

PROJECT 11: City of Burbank Advanced Metering Infrastructure Upgrade

Implementing Agency: City of Burbank

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$0 | \$2,000 | \$2,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$1,000 | \$1,000 |
| (d) | Construction / Implementation | \$250,000 | \$4,001,500 | \$3,751,500 | \$8,000,000 |
| | TOTAL COSTS | \$250,000 | \$4,001,500 | \$3,751,500 | \$8,003,000 |

NOTES:

*Required Cost Share fund source(s): Burbank Water and Power and in-kind services from Burbank Water and Power staff.

**Other Cost Share fund source(s): City of Burbank Water and Power FY 23-24

PROJECT 12: La Crescenta Green Improvement Project

Implementing Agency: Los Angeles County Public Works

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$0 | \$250,000 | \$250,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$1,250,000 | \$1,250,000 |
| (d) | Construction / Implementation | \$1,000,000 | \$4,600,000 | \$2,100,000 | \$7,700,000 |
| | TOTAL COSTS | \$1,000,000 | \$4,600,000 | \$3,600,000 | \$9,200,000 |

NOTES:

*Required Cost Share fund source(s): Los Angeles County General Funds and the Los Angeles County Safe, Clean Water Program (SCWP) Municipal Funds.

**Other Cost Share fund source(s): Los Angeles County General Funds and SCWP Municipal Funds

PROJECT 13: Whitsett Fields Park North Stormwater Capture Project

Implementing Agency: Los Angeles Department of Water and Power

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|---------------------|
| (a) | Project Administration | \$0 | \$0 | \$349,140 | \$349,140 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$1,812,406 | \$1,812,406 |
| (d) | Construction / Implementation | \$1,000,000 | \$4,232,742 | \$26,467,644 | \$31,700,386 |
| | TOTAL COSTS | \$1,000,000 | \$4,232,742 | \$28,629,190 | \$33,861,932 |

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s): Safe, Clean Water Program and Water Enterprise Fund- LADWP

**Other Cost Share fund source(s): City of Los Angeles Department of Water and Power, Water Enterprise Fund and County of Los Angeles Safe, Clean Water Program.

PROJECT 14: Bowtie Demonstration Project

Implementing Agency: The Nature Conservancy

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$0 | \$48,125 | \$48,125 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$911,324 | \$911,324 |
| (d) | Construction / Implementation | \$1,180,000 | \$0 | \$7,076,126 | \$8,256,126 |
| | TOTAL COSTS | \$1,180,000 | \$0 | \$8,035,575 | \$9,215,575 |

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): California Natural Resources Agency Grant, Department of Toxic Substances Control Grant, California Santa Monica Mountains Conservancy Grant, California Wildlife Conservation Board Grant, Private Foundations & Donors Grant, and in-kind contributions by the Nature Conservancy.

PROJECT 15: Advanced Meter Infrastructure (CII)

Implementing Agency: Valley County Water District

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$20,000 | \$0 | \$20,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$5,000 | \$0 | \$5,000 |
| (d) | Construction / Implementation | \$766,500 | \$741,500 | \$0 | \$1,508,000 |
| | TOTAL COSTS | \$766,500 | \$766,500 | \$0 | \$1,533,000 |

NOTES:

*Required Cost Share fund source(s): Valley County Water District's adopted 2022-23 Capital Improvement (CI) and General Operating (GO) Budgets

**Other Cost Share fund source(s): Valley County Water District staff in-kind services.

PROJECT 16: Los Angeles County Rubber Dams Project

Implementing Agency: Los Angeles County Flood Control District

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$100,000 | \$0 | \$100,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$50,000 | \$0 | \$50,000 |
| (d) | Construction / Implementation | \$2,478,500 | \$2,837,500 | \$509,000 | \$5,825,000 |
| | TOTAL COSTS | \$2,478,500 | \$2,987,500 | \$509,000 | \$5,975,000 |

NOTES:

*Required Cost Share fund source(s): Los Angeles County Flood Control District

**Other Cost Share fund source(s): Los Angeles County Flood Control District

PROJECT 17: Plymouth Neighborhood Stormwater Capture Project

Implementing Agency: Amigos de los Rios

| | BUDGET CATEGORY | Grant Amount | Required Cost Share: Non-State Fund Source* | Other Cost Share** | Total Cost |
|-----|---|---------------------|--|---------------------------|--------------------|
| (a) | Project Administration | \$0 | \$0 | \$140,000 | \$140,000 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$300,000 | \$300,000 |
| (d) | Construction / Implementation | \$185,000 | \$172,500 | \$582,500 | \$940,000 |
| | TOTAL COSTS | \$185,000 | \$172,500 | \$1,022,500 | \$1,380,000 |

NOTES:

*The project received a 75% cost share waiver. Required Cost Share fund source(s): Safe Clean Water Program and Emerald Necklace Watershed Stewards (in-kind)

**Other Cost Share fund source(s): California Natural Resources Agency Urban Flood Protection Grant Program, the Los Angeles County Safe, Clean Water Program, and in-kind services from Emerald Necklace volunteers.

**EXHIBIT C
SCHEDULE****PROPOSITION 1 ROUND 2 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT****PROJECT 1: Regional Recycled Water Expansion Project**

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 06/01/2023 | 09/30/2025 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 09/03/2019 | 03/31/2025* |
| d | Construction / Implementation | 10/01/2023 | 06/30/2025 |

*Construction for the Downey site is expected to begin October 2023 and construction for the Bell Gardens site is expected to begin June 2024. The PMP portion for the Downey site will be completed first and then proceed to construction for this site. The PMP portion for the Bell Gardens site will be completed second requiring the time overlap before proceeding to construction for this site.

PROJECT 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 03/01/2023 | 06/30/2025 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 06/01/2021 | 12/31/2023 |
| d | Construction / Implementation | 01/01/2024 | 03/31/2025 |

PROJECT 3: Las Virgenes Creek Restoration Project Phase III

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 03/01/2023 | 09/30/2027 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 05/23/2022 | 01/31/2026 |
| d | Construction / Implementation | 02/01/2026 | 06/30/2027 |

PROJECT 4: Drought Resiliency Water Conservation Program

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 06/01/2023 | 12/31/2026 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 06/01/2023 | 01/31/2024* |
| d | Construction / Implementation | 06/01/2023 | 09/30/2026 |

*Overlapping schedule explanation: The project will start Contract Services as soon as the project is awarded, so the filing of the Notice of Exemption under Task 5 will happen concurrently. Additionally, the Project Monitoring Plan will concurrently start with Construction/Implementation but will be finished before Construction/Implementation is complete since implementation of the project is dependent on customer participation.

PROJECT 5: Malibu Civic Center Water Treatment Facility – Phase 2

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 03/01/2023 | 09/30/2026 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 08/12/2019 | 5/31/2023 |
| d | Construction / Implementation | 06/01/2023 | 06/30/2026 |

PROJECT 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 03/01/2023 | 12/10/2026 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 01/26/2016 | 12/03/2024 |
| d | Construction / Implementation | 12/04/2024 | 09/10/2026 |

PROJECT 7: Van Ness Avenue Well Field Project

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 03/01/2023 | 03/31/2026 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 03/01/2013 | 06/30/2025* |
| d | Construction / Implementation | 01/01/2024 | 12/30/2025 |

*Overlap between dates for Category c and Category d are due to the project being in two phases and the second phase being design-build.

PROJECT 8: Manhattan Beach Coastal Restoration and Resiliency Project

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 03/01/2023 | 11/30/2025 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 03/01/2021 | 12/31/2023 |
| d | Construction / Implementation | 01/01/2024 | 08/31/2025 |

PROJECT 9: Harbor South Bay Water Recycling Project

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 03/01/2023 | 07/31/2025 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 04/30/2023 | 07/31/2024 |
| d | Construction / Implementation | 08/01/2024 | 04/30/2025 |

PROJECT 10: Healthy Pocket Parks and Schools

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 07/01/2022 | 06/30/2025 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 07/01/2023 | 06/30/2024 |
| d | Construction / Implementation | 07/01/2024 | 03/30/2025 |

PROJECT 11: City of Burbank Advanced Metering Infrastructure Upgrade

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| A | Project Administration | 01/01/2022 | 05/01/2025 |
| B | Land Purchase / Easement | N/A | N/A |
| C | Planning / Design / Engineering / Environmental Documentation | 12/13/2021 | 01/31/2023 |
| D | Construction / Implementation | 02/01/2023 | 02/01/2025 |

PROJECT 12: La Crescenta Green Improvement Project

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 03/01/2023 | 10/31/2026 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 02/14/2023 | 12/18/2024 |
| d | Construction / Implementation | 02/01/2025 | 07/31/2026 |

PROJECT 13: Whitsett Fields Park North Stormwater Capture Project

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 03/01/2023 | 09/30/2027 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 01/01/2018 | 03/31/2025* |
| d | Construction / Implementation | 09/01/2024 | 06/30/2027 |

*Schedule Overlap Explanation: Various permits must be completed prior, or shortly after construction start; therefore, an overlap occurs between construction and permitting, which results in an overlap between Category c and Category d.

PROJECT 14: Bowtie Demonstration Project

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 03/01/2023 | 03/31/2026 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 05/01/2017 | 10/01/2023 |
| d | Construction / Implementation | 10/02/2023 | 12/31/2025 |

PROJECT 15: Advanced Meter Infrastructure (CII)

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | 01/01/2023 | 03/31/2025 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 06/01/2022 | 03/31/2023 |
| d | Construction / Implementation | 06/01/2023 | 12/31/2024 |

PROJECT 16: Los Angeles County Rubber Dams Project

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|------------|-------------|
| a | Project Administration | 11/01/2021 | 03/31/2025 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 11/01/2021 | 05/01/2024* |
| d | Construction / Implementation | 02/01/2022 | 12/31/2024 |

*Since the project is being performed in multiple phases, parts of the field construction will be performed before all parts of the project have been advertised for bids. During 2022, the replacement of the rubber dams at Citrus, Forbes, and Walnut spreading grounds were advertised and constructed. The replacements of Valley Rubber Dams 3 and 2 will be advertised and constructed in the years of 2023 and 2024, respectively.

PROJECT 17: Plymouth Neighborhood Stormwater Capture Project

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|------------|-------------|
| a | Project Administration | 03/01/2023 | 03/31/2024 |
| b | Land Purchase / Easement | N/A | N/A |
| c | Planning / Design / Engineering / Environmental Documentation | 01/01/2019 | 06/01/2023* |
| d | Construction / Implementation | 03/01/2023 | 12/31/2023 |

*There is an overlap between Category c and Category d because the project is shovel ready, so the project will start contract services as soon as the project is awarded. The Project Monitoring Plan will also be developed soon after grant award, but before construction implementation.

EXHIBIT D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. Code, § 79708, subd. (b)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, CALIFORNIA, ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
APPROVING THE FILING OF APPLICATIONS AND ACCEPTANCE OF GRANT
AWARDS FOR
INTEGRATED REGIONAL WATER MANAGEMENT PROPOSITION 1
IMPLEMENTATION GRANT PROGRAM**

WHEREAS, the Legislature and the Governor of the State of California have provided funds for the Integrated Regional Water Management (IRWM) Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1); and

WHEREAS, this grant program is administered by the California Department of Water Resources (DWR); and

WHEREAS, DWR requires the governing body of a grant applicant to designate, by Resolution, an authorized representative for filing grant applications, accepting grant awards, and executing grant agreements; and

WHEREAS, the Los Angeles County Flood Control District (District) intends to submit applications for Proposition 1 Implementation Program Grant funds up to the maximum amount of \$81,340,000 under the IRWM Grant Program on behalf of itself and other local entities in the Greater Los Angeles County (GLAC) IRWM Group; and

WHEREAS, the GLAC IRWM will identify projects to be included in the District's Implementation Grant Proposals.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, acting as the governing body of the District:

1. That the District will submit applications to DWR and accept grant awards on behalf of itself and other local entities in the GLAC IRWM Group to obtain IRWM Implementation Grants pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 for the implementation of projects and programs that support and improve regional water self-reliance, provide incentives throughout watersheds to collaboratively manage region's water resources, and/or assist water infrastructure systems in adapting to climate change.
2. That the Board of Supervisors authorizes and directs the Chief Engineer of the District or his designee to file such applications to DWR and accept grant awards.

The foregoing Resolution was adopted on the 5th day of FEBRUARY, 2018,
by the Board of Supervisors of the County of Los Angeles acting as the governing body
of the Los Angeles County Flood Control District.



CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By *Danya Rivas*
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Carole Suzuki for Grace Chang*
Deputy

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2022 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost if in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to project work plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market, etc.). Justification of rate. (See item #2, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
3. Cost share contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditures. These costs should be tracked separately in the Grantee's accounting system.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

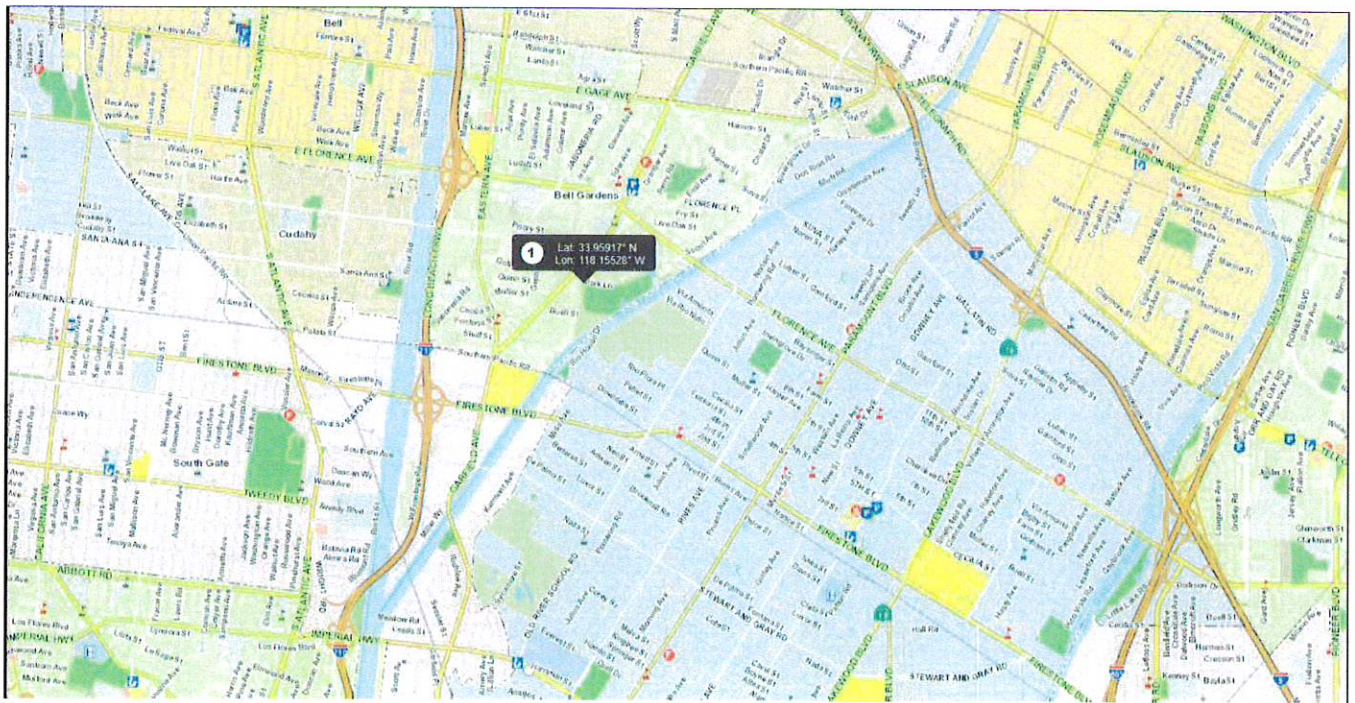
Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Regional Recycled Water Expansion Project

Sponsor Agency: Gateway Water Management Authority

Agency Address: 16401 Paramount Blvd, Paramount, CA 90723

Project Location: Bell Gardens, California (33.95916667, -118.15527778)



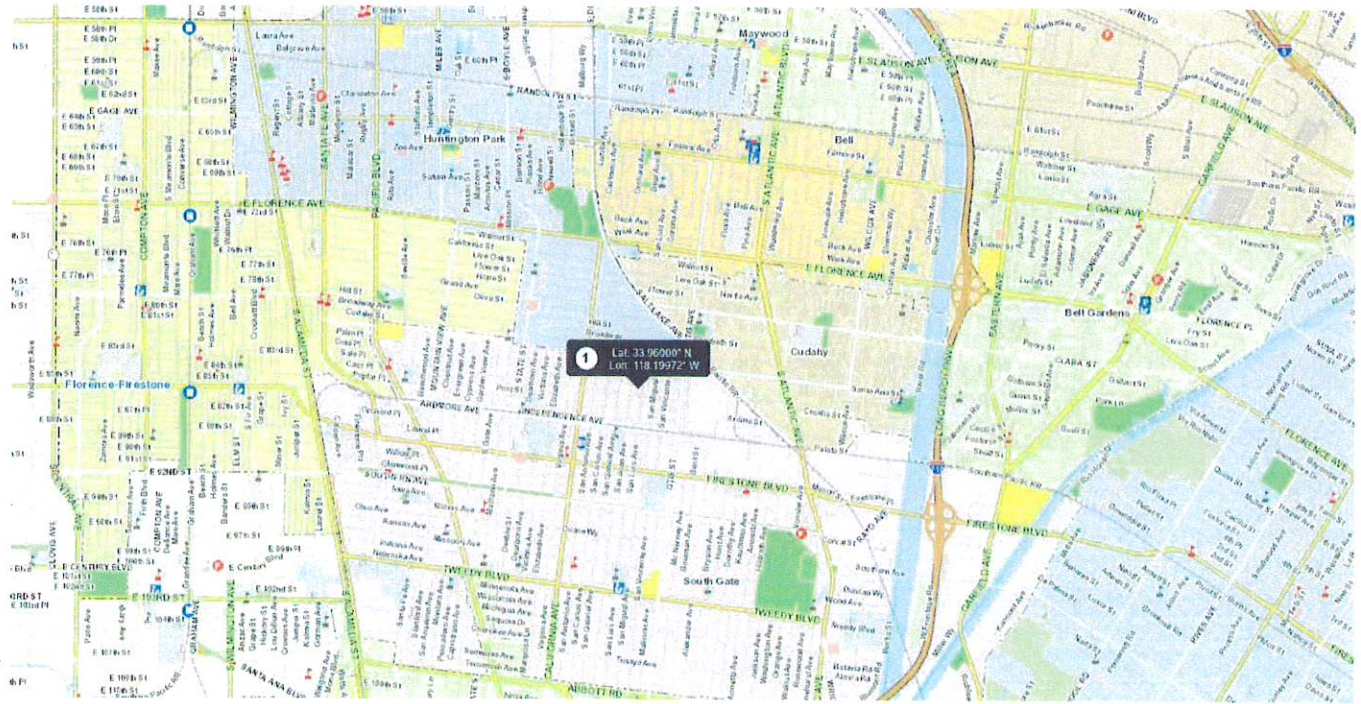
Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Water Main Replacement to Improve Drinking Water Quality & Fireflow Reliability

Sponsor Agency: City of South Gate

Agency Address: 16401 Paramount Blvd, Paramount, CA 90723

Project Location: South Gate, California (33.9600000, -118.1997222)



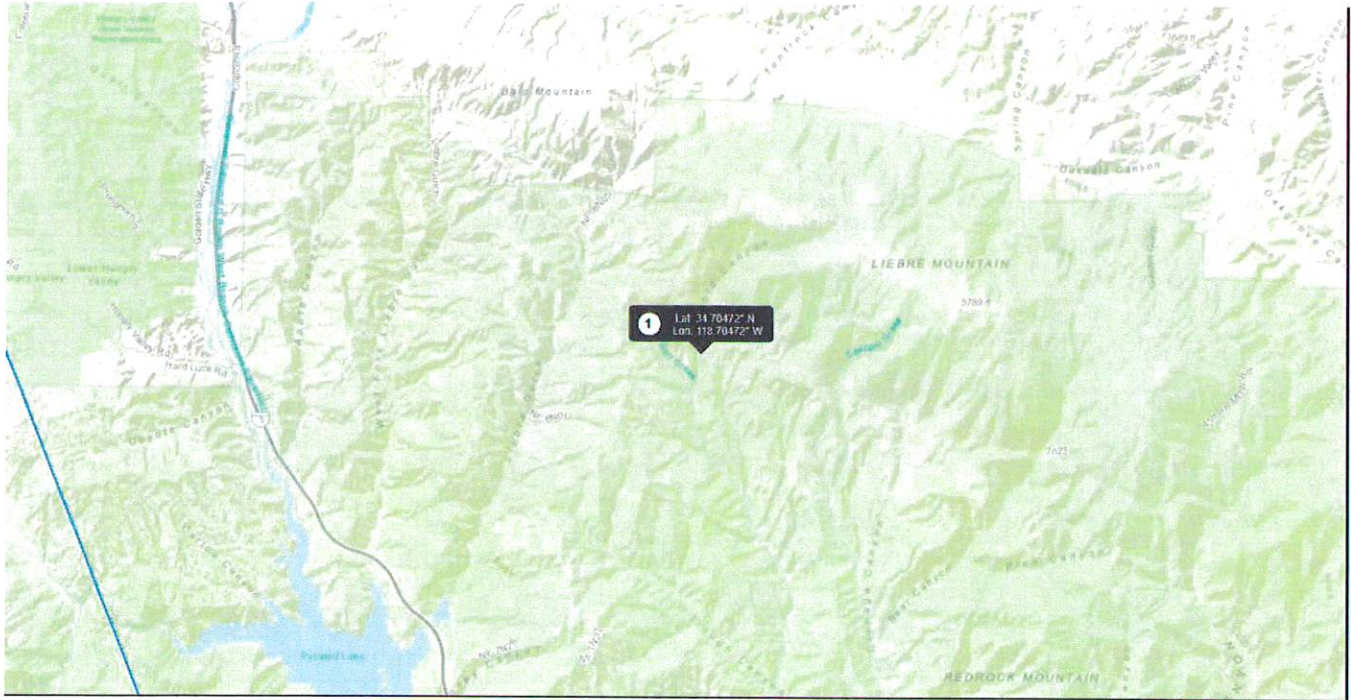
Local Project Sponsor Agency Designation

Sponsored Project: Project 3: Las Virgenes Creek Restoration Project Phase III

Sponsor Agency: City of Calabasas

Agency Address: 100 Civic Center Way, Calabasas, CA 91302

Project Location: Castaic, California (34.70472222, -118.70472222)



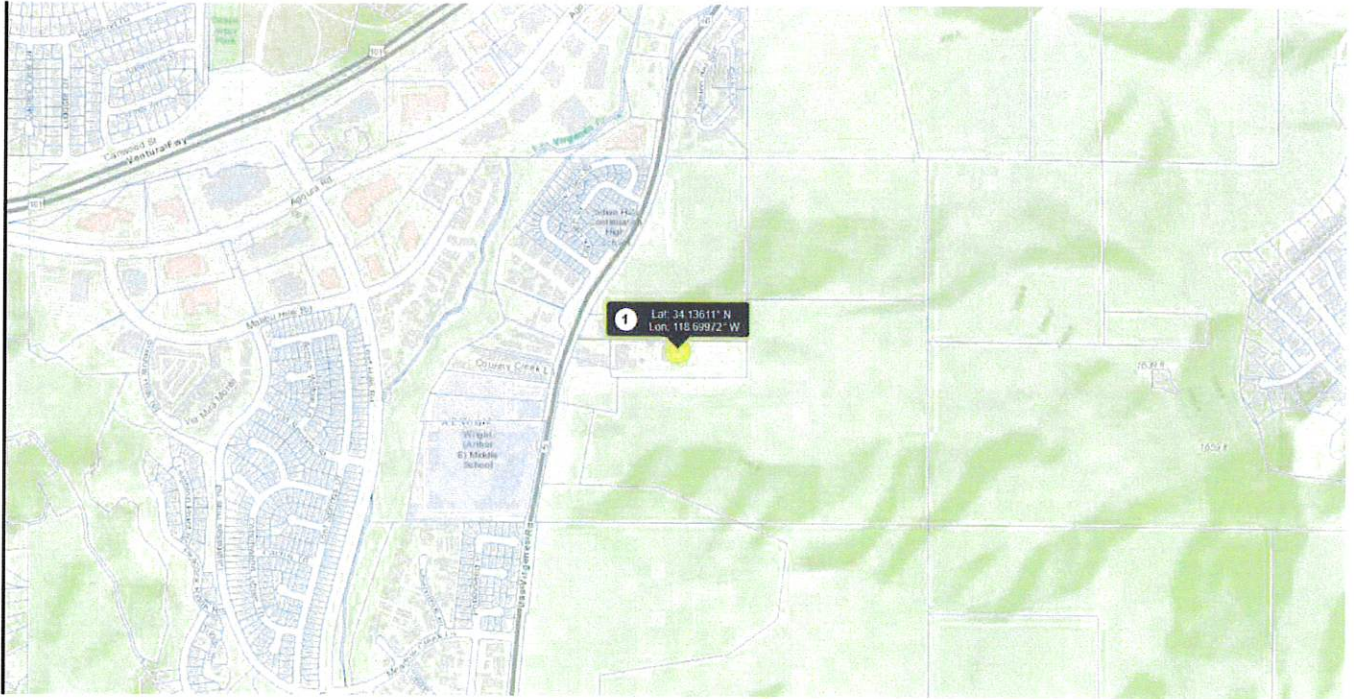
Local Project Sponsor Agency Designation

Sponsored Project: Project 4: Drought Resiliency Water Conservation Program

Sponsor Agency: Las Virgenes Municipal Water District

Agency Address: 4232 Las Virgenes Rd, Calabasas, CA 91302

Project Location: Calabasas, California (34.13611111, -118.69972222)



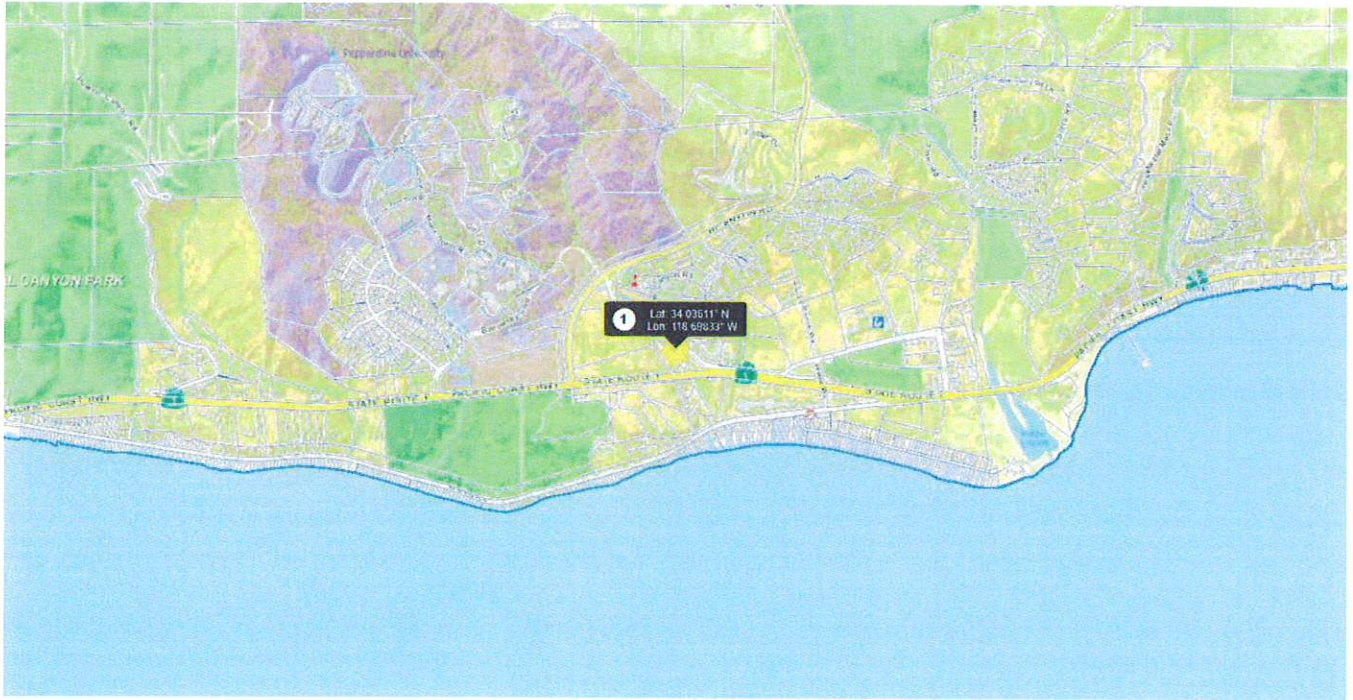
Local Project Sponsor Agency Designation

Sponsored Project: Project 5: Malibu Civic Center Water Treatment Facility – Phase 2

Sponsor Agency: City of Malibu

Agency Address: 23825 Stuart Ranch Rd, Malibu, CA 90265

Project Location: Malibu, California (34.03611111, -118.69833333)



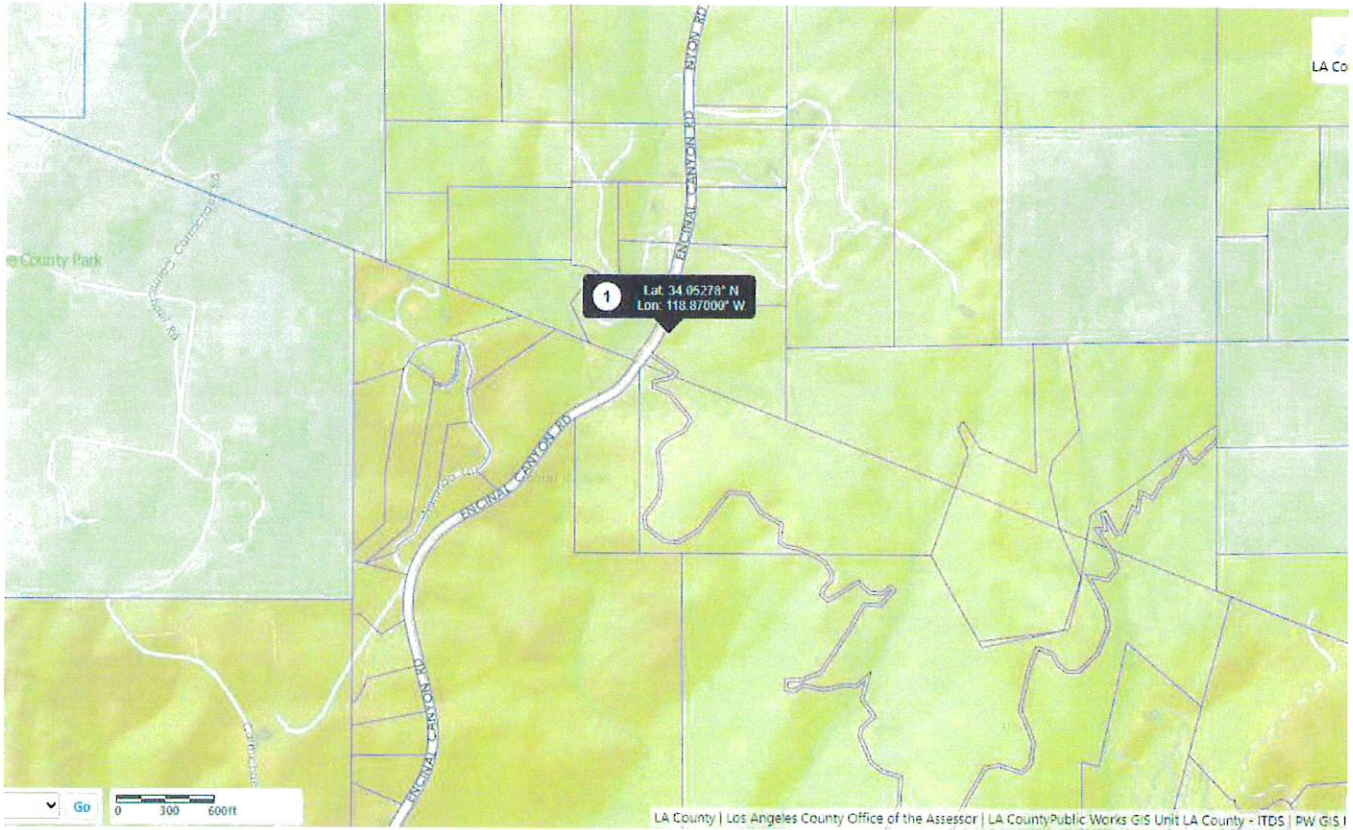
Local Project Sponsor Agency Designation

Sponsored Project: Project 6: Emergency Source of Water Supply Connection – Las Virgenes Connection

Sponsor Agency: Los Angeles County Waterworks District No. 29

Agency Address: 1000 S Fremont Ave Ste 10, Alhambra, CA 91803

Project Location: Malibu, California (34.05277778, -118.87000000)



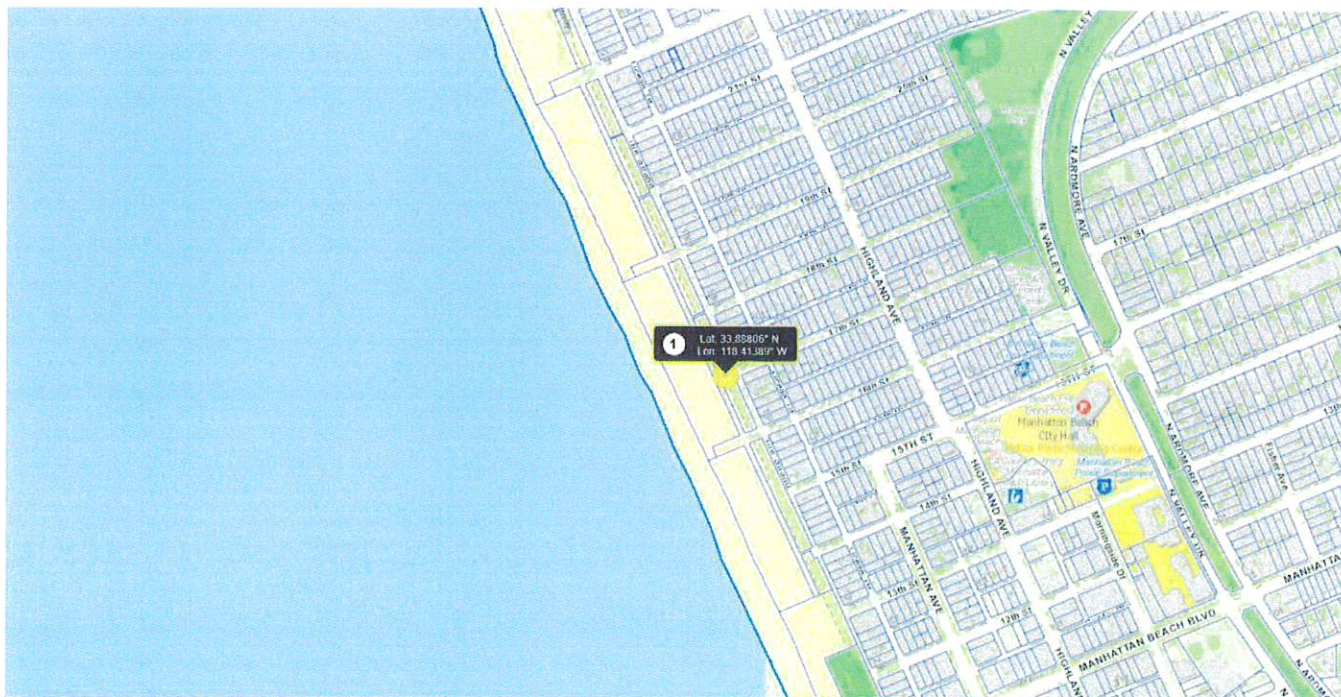
Local Project Sponsor Agency Designation

Sponsored Project: Project 8: Manhattan Beach Coastal Restoration and Resiliency Project

Sponsor Agency: City of Manhattan Beach

Agency Address: 3621 Bell Ave, Manhattan Beach, CA 90266

Project Location: Manhattan Beach, California (33.88805556, -118.41388889)



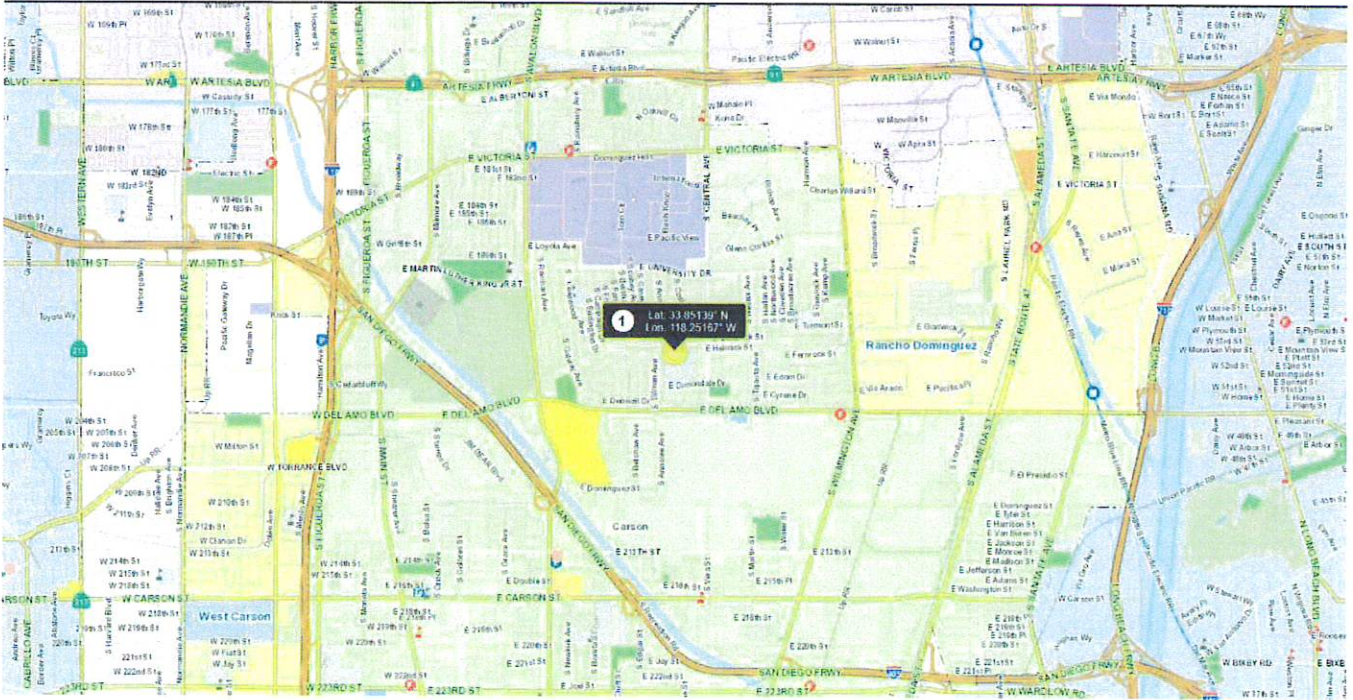
Local Project Sponsor Agency Designation

Sponsored Project: Project 9: Harbor South Bay Water Recycling Project

Sponsor Agency: West Basin Municipal Water District

Agency Address: 1935 S Hughes Way, El Segundo, CA 90245

Project Location: Carson, California (33.85138889, -118.25166667)



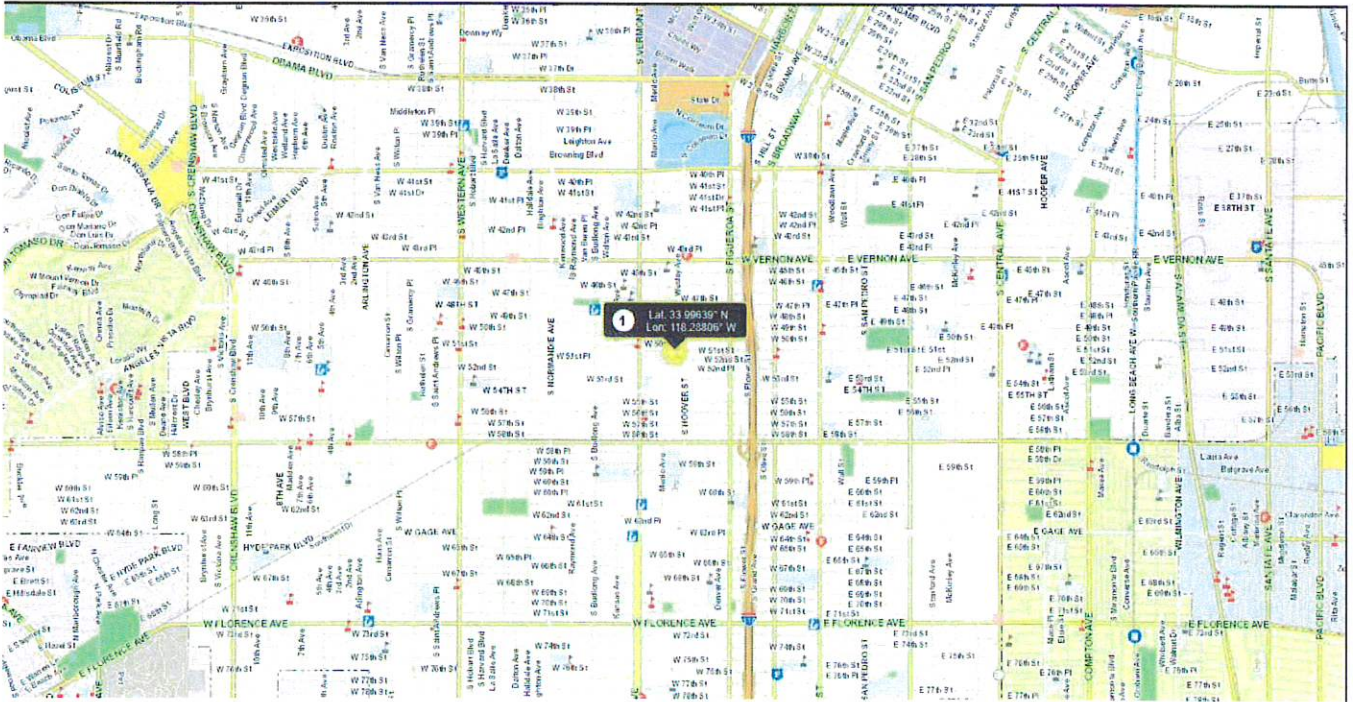
Local Project Sponsor Agency Designation

Sponsored Project: Project 10: Healthy Pocket Parks and Schools: 52nd Street Elementary

Sponsor Agency: Los Angeles Neighborhood Land Trust

Agency Address: 1689 Beverly Blvd, Los Angeles, CA 90026

Project Location: Los Angeles, California (33.99638889, -118.28805556)



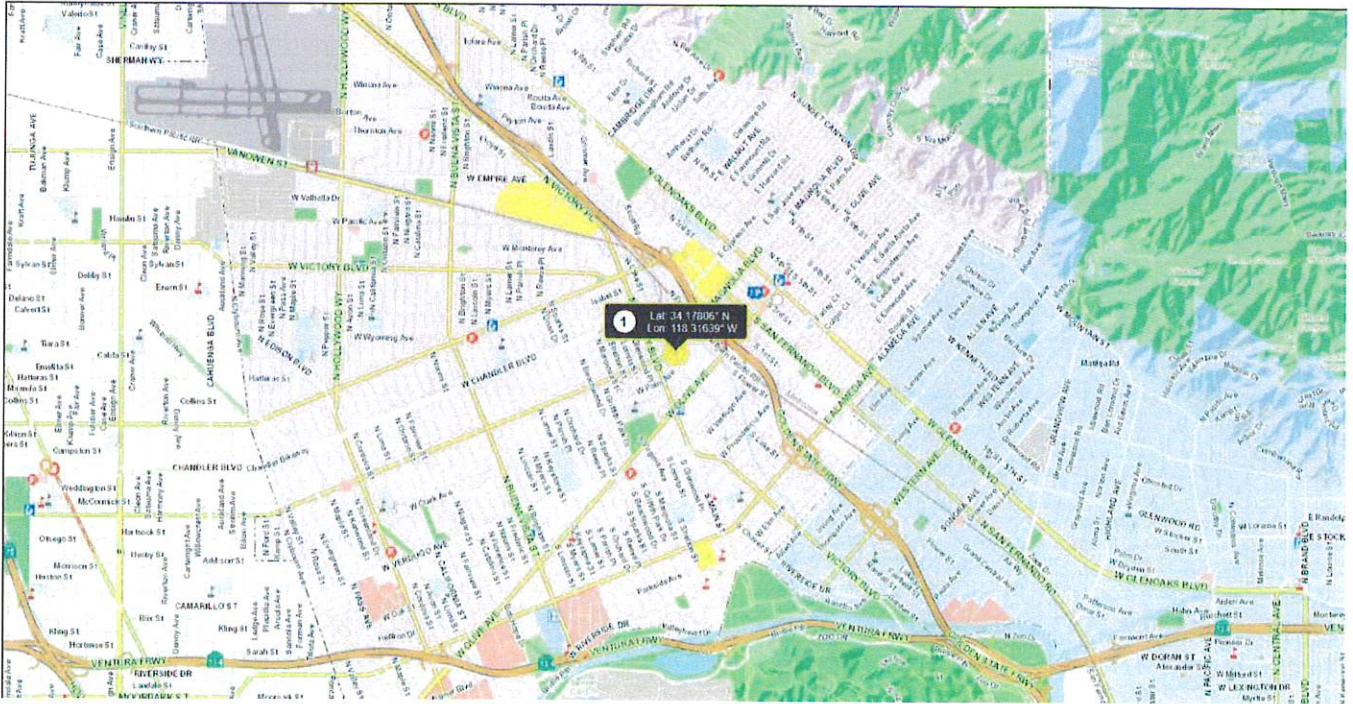
Local Project Sponsor Agency Designation

Sponsored Project: Project 11: City of Burbank Advanced Metering Infrastructure Upgrade

Sponsor Agency: City of Burbank

Agency Address: 150 N 3rd St, Burbank, CA 91502

Project Location: Burbank, California (34.17805556, -118.31638889)



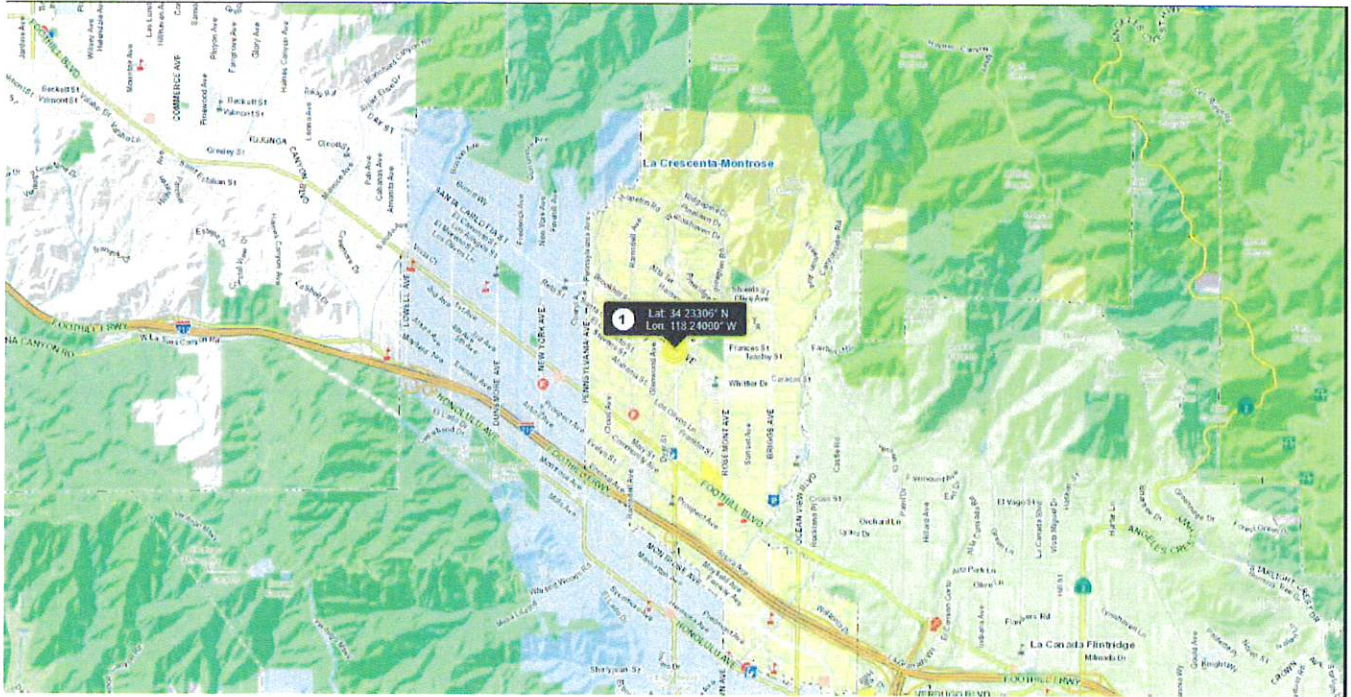
Local Project Sponsor Agency Designation

Sponsored Project: Project 12: La Crescenta Green Improvement Project

Sponsor Agency: Los Angeles County Public Works

Agency Address: 900 S Fremont Avenue, Alhambra, CA 91803

Project Location: La Crescenta, California (34.23305556, -118.24000000)



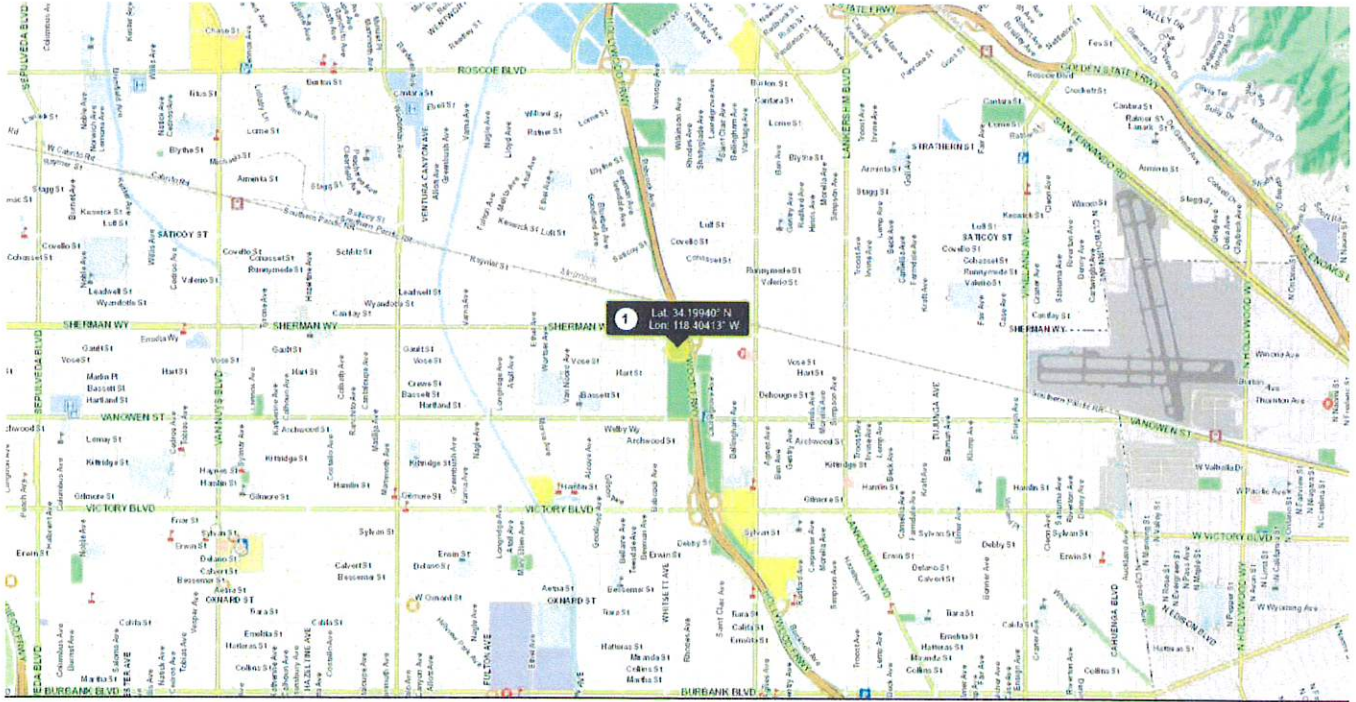
Local Project Sponsor Agency Designation

Sponsored Project: Project 13: Whitsett Fields Park North Stormwater Capture Project

Sponsor Agency: Los Angeles Department of Water and Power

Agency Address: 111 N Hope St, Los Angeles, CA 90012

Project Location: Los Angeles, California (34.19944, -118.40413)



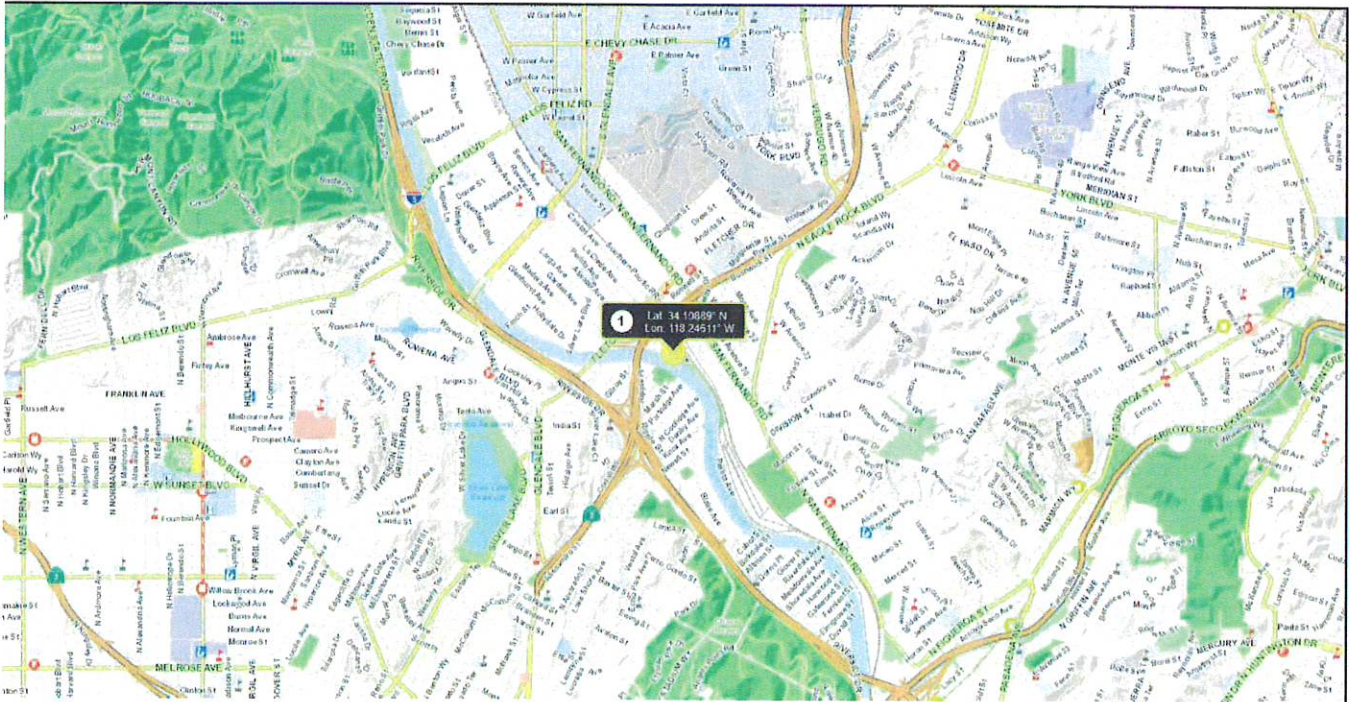
Local Project Sponsor Agency Designation

Sponsored Project: Project 14: Bowtie Demonstration Project

Sponsor Agency: The Nature Conservancy

Agency Address: 445 S Figueroa St, Los Angeles, CA 90071

Project Location: Los Angeles, California (34.10888889, -118.24611111)



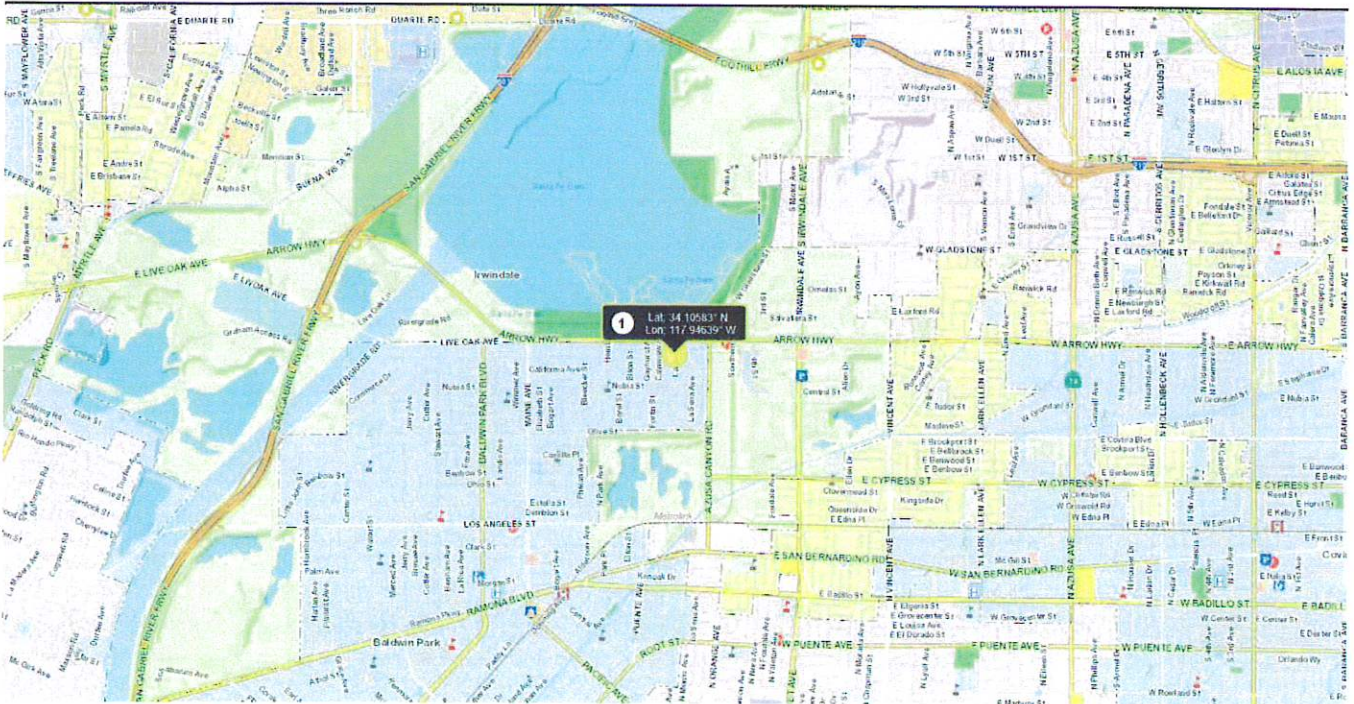
Local Project Sponsor Agency Designation

Sponsored Project: Project 15: Advanced Meter Infrastructure (CII)

Sponsor Agency: Valley County Water District

Agency Address: 5121 Lante St, Baldwin Park, CA 91706

Project Location: Baldwin Park, California (34.10583333, -117.94638889)



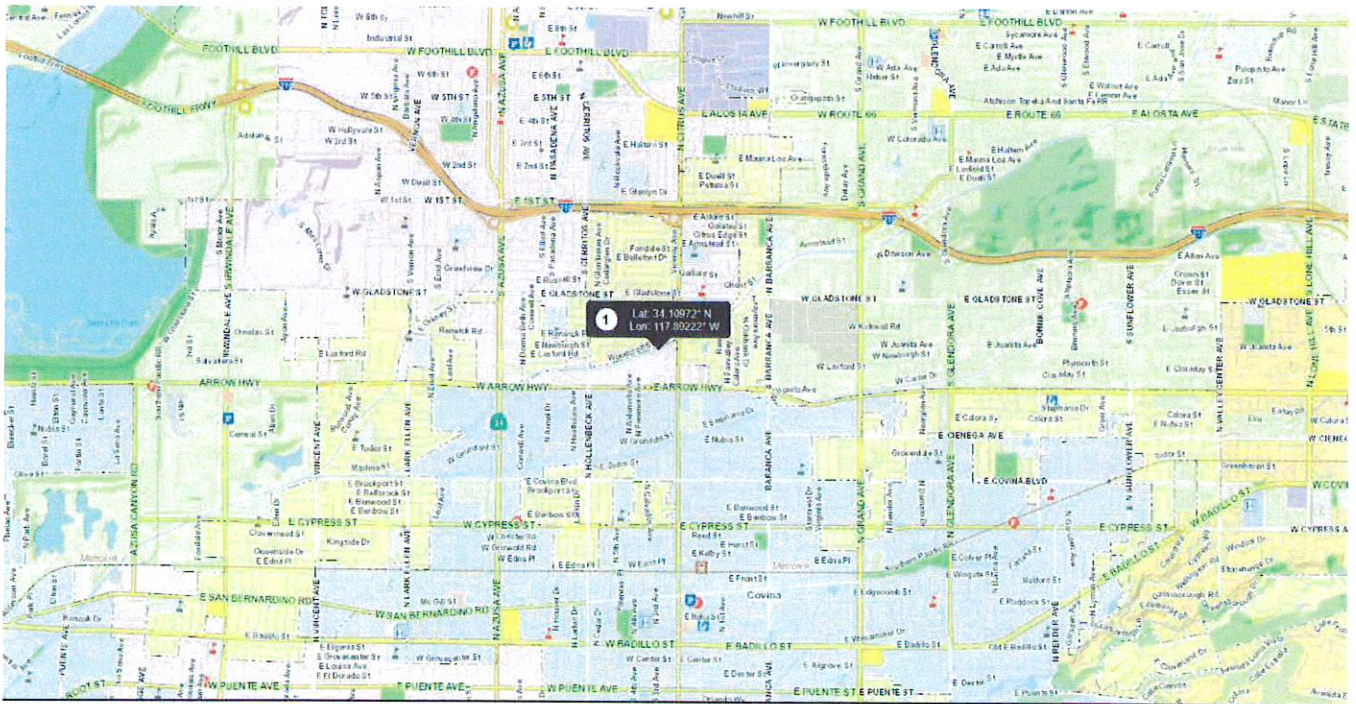
Local Project Sponsor Agency Designation

Sponsored Project: Project 16: Los Angeles County Rubber Dams Project

Sponsor Agency: Los Angeles County Flood Control District

Agency Address: 900 S Fremont Avenue, Alhambra, CA 91803

Project Location: Azusa, California (34.10972222, -117.89222222)



Local Project Sponsor Agency Designation

Sponsored Project: Project 17: Plymouth Neighborhood Stormwater Capture Project

Sponsor Agency: Amigos de los Rios

Agency Address: 908 E Altadena Dr, Altadena, CA 91001

Project Location: Monrovia, California (34.11583333, -118.00694444)

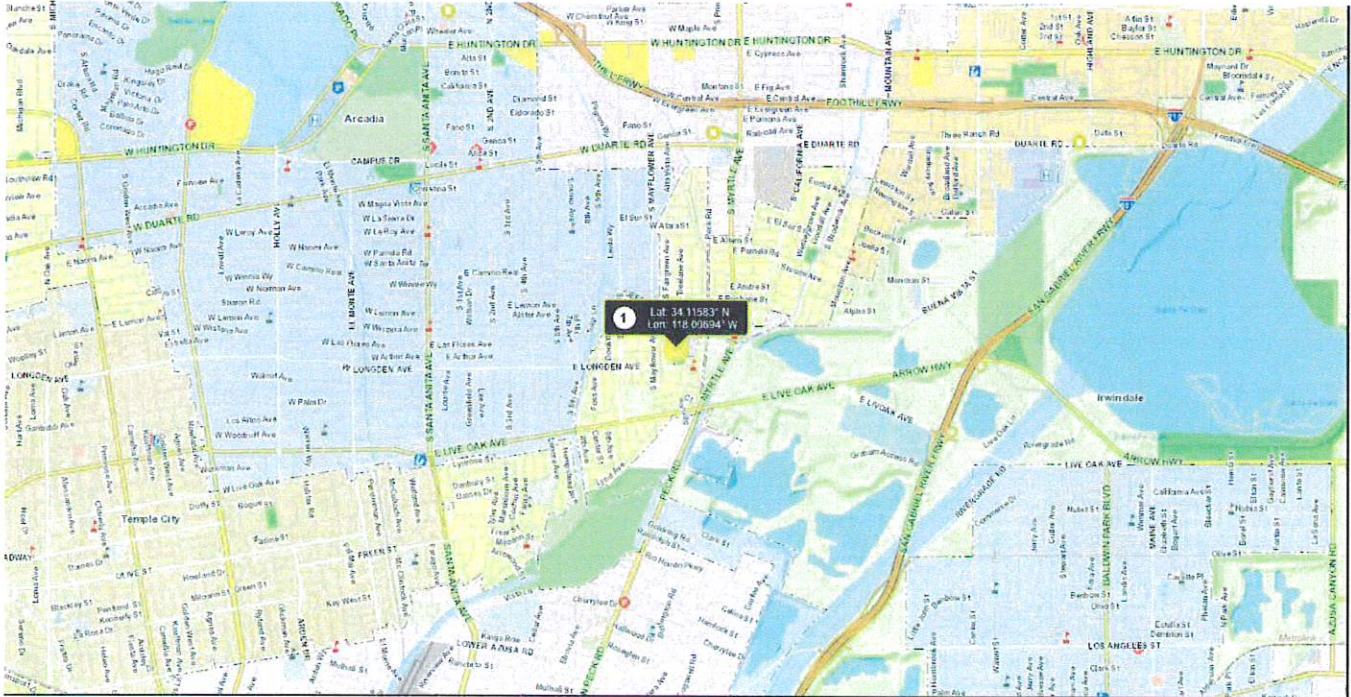


EXHIBIT J**APPRAISAL SPECIFICATIONS**

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

- b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
 28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
 29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
 30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
 31. Implied dedication statement.
 32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject and explain and support conclusions reached.
 33. Discussion of any departures taken in the development of the appraisal.
 34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
 35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M**INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES**

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 22, 2019

IN REPLY PLEASE
REFER TO FILE: **A-0**

Mr. Arthur Hinojosa, Chief
California Department of Water Resources
Division of Integrated Regional Water Management
P.O. Box 942836
Sacramento, CA 95814

Dear Mr. Hinojosa:

INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROGRAMS LETTER OF DESIGNATION

As the Director of Public Works, I serve as the Chief Engineer for the Los Angeles County Flood Control District and Director of Public Works overseeing the Los Angeles County Waterworks Districts. I am authorized by the Board of Supervisors to assign a designee to negotiate, execute, and amend the grant agreements and all necessary grant documents from the California Department of Water Resources Integrated Regional Water Management Grant Programs. This authorization is hereby granted to the individuals holding the following titles:

- Deputy Director
- Assistant Deputy Director
- Principal Engineer
- Senior Civil Engineer (Invoices only)

All notices related to the Los Angeles County Flood Control District should be directed to Mr. Matthew Frary of Stormwater Planning Division, at (626) 458-6503 or mfrary@pw.lacounty.gov. Any items related to the Los Angeles County Waterworks District should be directed to Mr. Adam Ariki of Waterworks Division, at (626) 300-3300 or aariki@pw.lacounty.gov.

Very truly yours

MARK PESTRELLA
Director of Public Works

DJL:abc
D:\APRIL\Memos\Letter of Designation Grants.docx

Certificate Of Completion

Envelope Id: E79AF50EFD4847449BF82896DD200960

Status: Completed

Subject: Complete with DocuSign: 4600015405 Agreement.pdf, 2019_05_22 Letter of Designated PW Authority ...

FormID:

Optional 1:

Source Envelope:

Document Pages: 120

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 2

Graber, Lana

AutoNav: Enabled

715 P Street

EnvelopeId Stamping: Enabled

Sacramento, CA 95814

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Lana.Grabber@water.ca.gov

IP Address: 136.200.53.19

Record Tracking

Status: Original

Holder: Graber, Lana

Location: DocuSign

2023/11/21 | 14:01

Lana.Grabber@water.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Water Resources

Location: DocuSign

Signer Events

Zaffar Eusuff

Muzaffar.Eusuff@water.ca.gov

Supervising Engineer

Department of Water Resources

Security Level: Email, Account Authentication (None)

Signature

ME

Timestamp

Sent: 2023/11/21 | 14:27

Viewed: 2023/11/21 | 14:28

Signed: 2023/11/21 | 14:35

Signature Adoption: Pre-selected Style

Using IP Address: 107.208.184.121

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carmel Brown

Carmel.Brown@water.ca.gov

Financial Assistance Branch Manager/Program Manager

Department of Water Resources

Security Level: Email, Account Authentication (None)

CB

Sent: 2023/11/21 | 14:35

Viewed: 2023/11/22 | 11:36

Signed: 2023/11/22 | 11:37

Signature Adoption: Pre-selected Style

Using IP Address: 76.126.190.77

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Grace Chang

gchang@counsel.lacounty.gov

Security Level: Email, Account Authentication (None)

Grace Chang

Sent: 2023/11/22 | 11:37

Resent: 2023/12/04 | 11:23

Viewed: 2023/12/04 | 14:24

Signed: 2023/12/04 | 14:24

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.65.90

Electronic Record and Signature Disclosure:
Accepted: 2023/12/04 | 14:24
ID: ee34e183-0f46-4469-93f3-e09454a1f8c3

Matthew J Frary

mfrary@dpw.lacounty.gov

Principal Engineer

Security Level: Email, Account Authentication (None)

Matthew J Frary

Sent: 2023/12/04 | 14:24

Viewed: 2023/12/05 | 10:01

Signed: 2023/12/05 | 10:04

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.66.255

Electronic Record and Signature Disclosure:

Signer Events

Accepted: 2023/12/05 | 10:01
ID: fc5d1e64-ec82-4f24-a9fc-40b9440c2553

Arthur Hinojosa
Arthur.Hinojosa@water.ca.gov
Manager, Division of Regional Assistance
Department of Water Resources
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 12.40.109.44

Timestamp

Sent: 2023/12/05 | 10:04
Viewed: 2023/12/05 | 10:08
Signed: 2023/12/05 | 10:22

Electronic Record and Signature Disclosure:
Accepted: 2019/02/13 | 12:04
ID: 06486c94-6b1f-485f-a887-d0624ad04d23

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Desiree Ramirez
Desiree.Ramirez@water.ca.gov
senior Environmental Scientist
Department of Water Resources
Security Level: Email, Account Authentication (None)

VIEWED

Using IP Address: 136.200.53.18

Sent: 2023/11/21 | 14:26
Viewed: 2023/11/21 | 14:27

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events

Status

Timestamp

Joelin Nordine
joelin.nordine@water.ca.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2023/12/05 | 10:22

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Pavel Zakusilo
Pavel.Zakusilo@water.ca.gov
Engineer, Water Resources
Department of Water Resources
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2023/12/05 | 10:22
Viewed: 2023/12/05 | 10:24

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amanda Guzman-Perez
Aguzmanperez@dpw.lacounty.go
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2023/12/05 | 10:22

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Envelope Sent
Envelope Updated
Envelope Updated
Envelope Updated
Envelope Updated
Certified Delivered
Signing Complete
Completed

Status

Hashed/Encrypted
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked
Security Checked

Timestamps

2023/11/21 | 14:26
2023/11/28 | 09:40
2023/11/28 | 09:40
2023/11/28 | 09:40
2023/12/04 | 11:23
2023/12/05 | 10:08
2023/12/05 | 10:22
2023/12/05 | 10:22

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Water Resources

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.davis@water.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Water Resources

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|-------------------------|--|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |

| | |
|----------------------------|--|
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically


To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.

Water Main Replacement Phase I



| | | | |
|---|-----------|------------|---|
| 1" = 339 ft | Sub Title | 01/30/2024 |  |
| <p>This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.</p> | | | |

146

JAN 25 2024

12:15 pm

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 13, 2024
Originating Department: Administrative Services

Department Director:



Wendy O'Kelly

City Manager:



Rob Houston

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2023-94-CC WITH MV CHENG & ASSOCIATES FOR TEMPORARY PROFESSIONAL STAFFING SERVICES

PURPOSE: To approve Amendment No. 2 to Contract No. 2023-94-CC with MV Cheng & Associates for temporary professional staffing services.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving Amendment No. 2 to Contract No. 2023-94-CC with MV Cheng & Associates, through June 30, 2024, for temporary professional finance and accounting services in an amount not-to-exceed \$85,000;
- b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact on the General Fund. Funding for this agreement will come from savings from the departments' salaries and benefits budgets, as temporary services will normally be used when covering vacancies or extended leave.

ANALYSIS: None

BACKGROUND: The Administrative Services Department is currently utilizing MV Cheng & Associates to temporary fill needs for finance, accounting, and human resources professionals. The original agreement approved in July 2023 provided professional services for financial and accounting staffing to help address vacancies in the Finance Division and assist with FY 2023-24 financial reporting.

Two positions were recently vacated in the Finance Division: Senior Accountant and Intermediate Account Clerk. To ensure a proper transition of knowledge, Finance is recommending keeping the existing temporary Sr. Accountant to assist with a variety of accounting duties such as bank reconciliations, journal entries, financial reports, and purchase requisitions. In addition, this temporary Sr. Accountant will assist the department with the budget document and year-end closing. MV Cheng & Associates has staff with municipal knowledge and expertise in the areas of financial reporting, budget, and accounting to assist the City on a temporary/interim basis. Amendment No. 2 will bring the total cost of the Agreement to \$170,400 as shown below.

| Contract with MV Cheng & Associates | Date Approved | Term Ending | Amount | Cumulative Contract Total |
|--|----------------------|--------------------|---------------|--|
| Contract No. 2023-94-CC | July 1, 2023 | December 31, 2023 | \$48,000 | \$48,000 |
| Amendment No. 1 | September 26, 2023 | December 31, 2023 | \$37,400 | \$85,400 |
| Amendment No. 2 | February 13, 2024 | June 30, 2024 | \$85,000 | \$170,400 |

ATTACHMENTS: A. Proposed Amendment No. 2 to Contract No. 2023-94-CC
B. Amendment No. 1 to Contract No. 2023-94-CC
C. Contract No. 2023-94-CC

**AMENDMENT NO. 2 TO CONTRACT NO. 2023-94-CC FOR
PROFESSIONAL FINANCIAL AND ACCOUNTING SERVICES ON
AN AS-NEEDED AND TEMPORARY BASIS BETWEEN THE CITY
OF SOUTH GATE AND MV CHENG & ASSOCIATES**

This Amendment No. 2 to Contract No. 2023-94-CC for Professional Services for Finance and Accounting on an As-Needed and Temporary Basis, ("Agreement") is made and entered into on February 13, 2024, by and between the City of South Gate, a municipal corporation ("City"), and MV Cheng & Associates, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement; and

WHEREAS, on July 1, 2023, City and Consultant executed Contract No. 2023-94-CC for Professional Services ("Agreement"), in an amount not to exceed Forty-Eight Thousand Dollars (\$48,000);

WHEREAS, September 26, 2023, City and Consultant executed Amendment No. 1 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Thirty-Seven Thousand Four Hundred Dollars (\$37,400);

WHEREAS, City and Consultant desire to execute Amendment No. 2 to Contract No. 2023-94-CC for Professional Services, in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000), under the terms and conditions of the Agreement, Amendment No. 1 and Amendment No. 2 bringing the aggregate total of the Agreement, Amendment No. 1 and Amendment No. 2 to the sum of One Hundred Seventy Thousand Four Hundred Dollars (\$170,400).

NOW, THEREFOR, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF SERVICES. Consultant agrees to continue its services performing various finance, accounting and finance tasks requested by the City and made a part of the Agreement, Amendment No. 1, and Amendment No. 2. The Scope of Services may be amended from time to time by way of a written direction from the City.

1.2 COMPENSATION. The total amount of compensation for the Agreement, Amendment No. 1 and Amendment No. 2 shall not exceed the sum of One Hundred

Seventy Thousand Four Hundred Dollars (\$170,400). City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement, Amendment No. 1 and Amendment No. 2. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager.

1.2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of projects. Travel time between the 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.

1.2.2 Consultant shall be paid in accordance with the agreed-upon hourly rate included in a proposed engagement letter attached hereto as "Exhibit A". Such hourly rates shall be between \$85-\$90 per hour depending on the assignment and skills of the professional staff.

1.2.3 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 the Consultant of its obligations under this agreement.

1.2.4 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

1.3 **TERM OF AGREEMENT.** This Agreement will remain in effect through June 30, 2024, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

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

[The remainder of this page left blank intentionally.]

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

CITY OF SOUTH GATE:

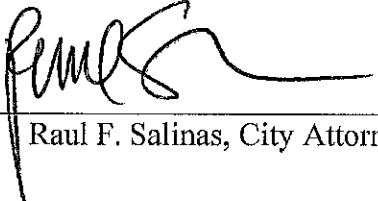
By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

By: _____
Misty Cheng, President & CEO

Dated: _____

**AMENDMENT NO. 1 TO CONTRACT NO. 2023-94-CC FOR
PROFESSIONAL FINANCIAL AND ACCOUNTING STAFFING
ON AN AS-NEEDED AND TEMPORARY BASIS BETWEEN THE
CITY OF SOUTH GATE AND MV CHENG & ASSOCIATES**

This Amendment No. 1 to Contract No. 2023-94-CC for Professional Services for Financial and Accounting Staffing on an As-Needed and Temporary Basis, ("Agreement") is made and entered into on September 26, 2023, by and between the City of South Gate, a municipal corporation ("City"), and MV Cheng & Associates, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement;

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement;

WHEREAS, on July 1, 2023, City and Consultant executed Contract No. 2023-94-CC for Professional Staffing Services ("Agreement"), in an amount not to exceed Forty-Eight Thousand Dollars (\$48,000); and

WHEREAS, City and Consultant desire to execute Amendment No. 1 to Contract No. 2023-94-CC for Professional Staffing Services, in an amount not to exceed **Thirty-Seven Thousand Four Hundred Dollars (\$37,400)**, under the terms and conditions of the Agreement and Amendment No. 1 bringing the aggregate total of the Agreement and Amendment No. 1 to the sum of Eighty-Five Thousand Four Hundred Dollars (\$85,400).

NOW, THEREFOR, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF SERVICES. Consultant agrees to continue its services to provide available professional staff to perform various finance, accounting, and human resources tasks requested by the City and made a part of the Agreement, Amendment No. 1. The Scope of Services may be amended from time to time by way of a written direction from the City.

1.2 COMPENSATION. The total amount of compensation for the Agreement and Amendment No. 1 shall not exceed the sum of **Eighty-Five Thousand Four Hundred Dollars (\$85,400)**. City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to the Agreement and Amendment No. 1. No additional compensation shall be paid for any other expenses incurred

unless first approved by the City Manager.

1.2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of projects. Travel time between the 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.

1.2.2 Consultant shall be paid in accordance with the agreed-upon hourly rate included in a proposed engagement letter attached hereto as "Exhibit A". Such hourly rates shall be between \$85-\$90 per hour depending on the assignment and skills of the professional staff.

1.2.3 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 the Consultant of its obligations under this agreement.

1.2.4 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of this invoice.

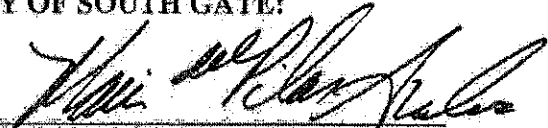
1.3 TERM OF AGREEMENT. This Agreement will remain in effect through December 31, 2023, unless otherwise expressly extended and agreed to by both Parties in writing, and terminated by either Party as provided herein.

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

[The remainder of page left blank intentionally.]


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

CITY OF SOUTH GATE:

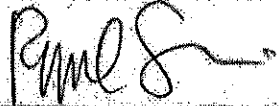
By: 
Maria del Pilar Avalos, Mayor

Dated: 10/6/23

ATTEST:

By: 
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: 
Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

By: 
Misty Cheng, President & CEO

Dated: 9-21-23

**AGREEMENT BETWEEN THE CITY OF SOUTH GATE AND MV CHENG
& ASSOCIATES FOR PROFESSIONAL FINANCIAL AND ACCOUNTING
STAFFING ON AN AS-NEEDED AND TEMPORARY BASIS**

This Agreement for Professional Services for Financial and Accounting Staffing on an As-Needed and Temporary Basis, ("Agreement") is made and entered into as of July 1, 2023, by and between the City of South Gate, a municipal corporation ("City"), and MV Cheng & Associates ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City does not have the personnel able and/or available to perform the services required under this Agreement; and

WHEREAS, Consultant warrants to the City that it has a pool of sub-contractors with the skills, knowledge, qualifications, and expertise to perform properly and timely the Professional Services under the Agreement; and

WHEREAS, based on such representation, City desires to contract with Consultant to provide available professional financial and accounting staff on an as-needed basis.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to provide available professional staff to perform various financial and accounting tasks requested by the City. 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 **Forty-Eight Thousand Dollars (\$48,000.00)**. The 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 by the City Council.
 - 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 agreed-upon hourly rate included in a proposed engagement letter to be submitted by the Consultant with respect to the services requested by the City. Such hourly rates shall be between \$85-\$90 per hour depending on the assignment and skills of the professional staff.
 - 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 the Consultant of its obligations under this Agreement.

- 2.4 The Consultant shall submit to the City a bill of services within 15 calendar days after the end of each month. The City shall pay the consultant within forty-five (45) days of receipt of the invoice.
3. **TERM OF AGREEMENT.** This Agreement is effective July 1, 2023, and will remain in effect through December 31, 2023, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The City Manager, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the City Manager 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 the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
 - 6.1 **Termination for Convenience.** The 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 incurred 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 The 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 Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and 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 6.4.2 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 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

6.5.1 Agreement: 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 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 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 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 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 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.
- 6.8 Counterparts.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement which shall be binding upon all Parties herein.
- 6.9 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.
- 6.10 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 the Consultant.
- 6.11 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.
- 6.12 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.

- 6.13 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.
- 6.14 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.
- 6.15 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.
- 6.16 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.
- 6.17 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

City of South Gate
Chris Jeffers, City Manager
8650 California Avenue
South Gate, CA 90280
Email: cjeffers@sogate.org

WITH COURTESY COPY TO:

City Clerk's Office
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: yglaze@sogate.org

TO CONSULTANT:


Misty Cheng
MV Cheng & Associates
102 W. 24th Street
Upland, CA 91784
(925) 963-9996

- 6.18 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.
- 6.19 Consultation with Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.20 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 July 1, 2023, and will remain in effect through December 31, 2023, unless otherwise terminated in accordance with the terms of this Agreement.

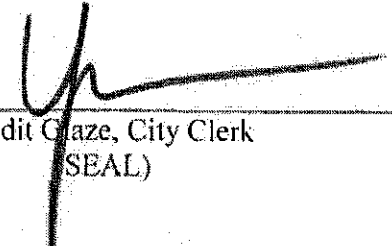
[Remainder of page left blank intentionally.]

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: 
Chris Jeffers, City Manager


ATTEST:

By: 
Yodit Gaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: 
Raul F. Salinas, City Attorney

MV CHENG & ASSOCIATES:

By: 
Misty Cheng, President & CEO

MVC
MV CHENG & ASSOCIATES
Municipal Value Consultants

May 30, 2023

City of South Gate
8650 California Ave.
South Gate, CA 90280

Dear Mr. Ryan:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for temporary Senior Accountant and/or Senior Financial Analyst level consultant for the City of South Gate.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a Finance Director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Interim Deputy Administrative Services Director for the City of South Gate. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors, are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting two candidates. Below is a brief synopsis of the candidates and their rates. One candidate has been assisting the City for over 6 years and are extremely knowledgeable of the City of South Gate's financial operations. The other candidate has been assisting the City on and off for the past 3 years.

- \$85 per hour-Senior Accountant/Senior Financial Analyst-Jim Raia-19 years of municipal experience consisting of positions such as Senior Accountant, Accountant II, Accountant/ Auditor II, Management Analyst.

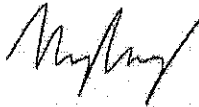
- \$90 per hour-Shirley Tung-37 years of municipal experience consisting of positions such as Senior Accountant, Accountant, Senior Account Clerk, Consultant

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department.

The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, MV Cheng & Associates Inc. are Municipal Value Consultants!

Thank you for taking the time to consider my proposal for accounting/HR/IT assistance for your City. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,



Misty V. Cheng
President & CEO

| Name | Rate | Hours | Amount |
|--------------|---------|-------|------------------|
| Jim Ria | \$ 85.0 | 480 | \$ 40,800 |
| Shirley Tung | \$ 90.0 | 80 | \$ 7,200 |
| | | | <u>\$ 48,000</u> |

FEB 08 2024

10:25 Am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 13, 2024

Originating Department: Public Works

Department Director:

Arturo Cervantes (signature)

City Manager:

Rob Houston (signature) (AE)

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH NOBEL SYSTEMS, INC., TO CONSOLIDATE AND EXPAND UPON CURRENT SERVICES BEING PROVIDED

PURPOSE: To approve a Professional Services Agreement with Nobel Systems, Inc., ("Agreement") to consolidate services currently being provided and paid for annually, and to expand services to enhance the Field Operations Division's Service Request System.

RECOMMENDED ACTIONS: The City Council will consider:

- a. Approving a Professional Services Agreement with Nobel Systems, Inc., to consolidate existing Geographic Information System ("GIS") services under one agreement, as well as to expand services to enhance the Field Operations Division's GIS-based Service Request System, in an amount not-to-exceed \$685,500 for a term of five (5) years with the provision to extend for two additional years;
b. Appropriating \$27,300 in Water Funds, \$12,100 in Gas Tax Funds, and \$20,000 in General Funds for Fiscal Year 2023/24 services; and
c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: The Agreement is in the amount of \$685,500, or \$139,100 for the first year of the agreement, and \$136,600 every subsequent year thereafter. Proposed funding is summarized below. Of this annual amount, \$79,700 is for existing annual services.

Table with 8 columns: Fiscal Year, Existing Services (Water, Gas Tax, Sewer), Proposed Services (Water, Gas Tax, General Fund), and Total. Rows include fiscal years 2023/24 through 2027/28 and a Total row.

ANALYSIS: The City has a GIS hosted by Nobel Systems, Inc. (“Nobel”). The GIS system is used for two primary purposes:

- (a) To map assets overlaying the City such as infrastructure or property lines. This is used to support several functions such as creating exhibits for referencing fieldwork or for project development; and
- (b) As a Service Request System. The Public Works Department, Field Operations Division is now transitioning to a GIS-based Service Request System for the planning and scheduling of maintenance activities which utilizes Nobel. Over the years, services have been obtained from Nobel as the need arose (on both these fronts) to expand the GIS system and to expand the Service Request System.

The City currently budgets \$79,700 annually for these services and pays for them with separate purchase orders. Given the growth in the use of the GIS and Service Request System, and its respective budget, it makes sense to consolidate services. This consolidation will streamline the services needed and the processing of payments. Further, it will provide the City Council the ability to consider approval prior to expanding contract services with Nobel. As such, staff is recommending consolidating the services under one professional services agreement. Staff is also recommending expanding the services to further expand the Service Request System.

Regarding the expansion of the Service Request System, services currently encompass the Water, Streets and Sewers, and Graffiti Divisions. Staff is proposing expanding the Service Request System to incorporate the Facilities, Electrical, and Streets Divisions.

Regarding the GIS System, it currently has GIS information of City infrastructure inclusive of the water, sewer, storm drain, and recycled water systems. For an additional \$39,400, annually, staff is proposing:

- Adding unlimited GIS Data, software updates, and staff training;
- Adding integration into CitiTech which is the current Public Works Maintenance Management System to streamline reports and generate data without manually entering information;
- Integrating the City App (Granicus) with GeoViewer in order to submit work orders which will automatically convert into GeoViewer work orders. This process will integrate the Service Request Systems to allow for the data and work orders to be managed and centralized; and
- Incorporating the Lead and Copper Module in GeoViewer to enhance access. A new state mandate requires the City to identify all water service line materials on the customers side and utility side and needs to be in a format that can be shared with the public when lead service lines are identified.

The existing and proposed services are tabulated on the following page.

The existing annual budgeted cost is \$79,700. The additional annual cost is \$59,400, for a total of

\$136,600, annually. An additional one-time cost of \$2,500 is for the Lead-Copper Module for a total of \$139,100 for the first year of services. Included are as-needed services. These services are proposed to be budgeted with \$20,000 in General Funds.

| GeoViewer Module Description | Current Annual | Additional Annual Costs |
|---|-----------------------|--------------------------------|
| GeoViewer Online and GeoViewer Mobile (Enterprise Licenses) | \$33,900 | |
| Work Order Hosting plus Time Sheet App | \$22,000 | |
| Work Order Enhancements for Asphalt, Sidewalk and Sewer | \$8,800 | |
| Work Order Enhancements for Graffiti | \$6,600 | |
| Sewer Lateral Inspection form | \$1,400 | |
| Host Pressure Monitoring Devices thr. Internet (4 No's) | \$4,000 | |
| Support City Tech Service | | \$5,000 |
| Water Audit Validation | \$3,000 | |
| Work Order Enhancements for Facilities | | \$5,500 |
| Work Order Enhancements for Electric | | \$6,600 |
| City App (Granicus) integration with GeoViewer | | \$5,000 |
| Unlimited GIS Data Updates | | \$14,800 |
| Lead and Copper Module in GeoViewer | | \$2,500 (*) |
| As-Needed Services | | \$20,000 |
| Annual Total | \$79,700 | \$59,400 |

(*) One-time additional cost

A five-year contract term is recommended. The City has been using Nobel for more than 15 years and has developed the GIS system during this time. The expansion to a more robust system will take many years as budgets and investment in upgrades have not been set for a full transition. Further, with this investment, the tools GIS provides will be used for many years, leaving the 5-year term to be a practical recommendation.

BACKGROUND: The City operates and maintains various infrastructure systems such as: roads, traffic signals, water system, sewer system, and streetlights. The City's Public Works Department, Field Operations Division is responsible for the maintenance and repairs of these systems. Maintenance of the systems requires extensive planning, staffing, scheduling, work orders and documenting completed work. Looking towards the future, efficiency is paramount to successfully operating and maintaining City infrastructure. The Department has initiated a proactive strategy to transition from its Maintenance Management System ("MMS") to a GIS-based Service Request System ("SRS"). The SRS provides the ability to plan and schedule work as well as to document completed work and map it out on GIS. This program provides

management personnel with the ability to understand areas of the City where work is being performed, which is helpful in planning work. The GIS system also provides staff the ability to view important as-built drawings, record drawings and operation & maintenance records, not only from their offices but also in the field with electronic devices. This technology is a critical source of information in Field Operations which is needed for proper and efficient maintenance, particularly for emergency repair and improving customer service response times.

The Department currently uses both a MMS and a SRS but is in the process of fully transitioning to the latter. The MMS was purchased over 30 years ago and is an older technology. The SRS became available in 2017; however, the City has been using the Nobel GIS System since 2008.

The expansion of the SRS system is essential. The proposed updates will empower staff with critical data including condition assessments, system as-builts, video inspections, and more. In emergency situations, like water main breaks, the GIS System will prove indispensable by guiding field crews to the precise valve locations necessary to control water flows. Similarly, in cases of sewer spills or blockages, the GeoViewer will swiftly provide guidance regarding the affected sewer segment, manholes, and service laterals.

The GeoViewer will play a pivotal role for City staff in managing and executing work orders related to water, sewer, graffiti, asphalt, and sidewalks. This versatile tool will also seamlessly integrate with the City App (Granicus), facilitating the receipt and processing of work orders requested by valued citizens. Within GeoViewer, City staff will efficiently complete work orders by entering labor, equipment, and materials information. Once these tasks are successfully accomplished, the GeoViewer will automatically notify the resident who initiated the work request about the completion of work. This smooth coordination is made possible through the integration of these two systems.

Located in Redlands, Nobel has successfully enabled more than 100 organizations with smarter technology. Nobel is an industry leader in all aspects of GIS and is comprised of over 70 information technology professionals with backgrounds that include Civil Engineering, Public Works Management, Information Technology, Field Data Collection, and Software Engineering. Nobel is exceptionally skilled in the development, maintenance, and integration of Enterprise GIS Cloud solutions.

ATTACHMENT: Proposed Agreement (including Exhibits A and B)

CC:lc

**AGREEMENT FOR PROFESSIONAL SERVICES
TO EXPAND AND MANAGE THE CITY'S UTILITY INFRASTRUCTURE
GEOGRAPHIC INFORMATION SYSTEM BETWEEN THE CITY OF
SOUTH GATE AND NOBEL SYSTEMS, INC.**

This Agreement for Professional Services to Expand and Manage the City's Infrastructure Geographic Information System ("**Agreement**") is made and entered into as of February 13, 2024, by and between the City of South Gate, a municipal corporation ("**City**"), and Nobel Systems, Inc., a California corporation ("**Consultant**"). City and Consultant are sometimes hereinafter individually referred to as a "**Party**" and collectively as "**Parties.**"

RECITALS

WHEREAS, since 2008 the City has been using a Geographic Information System ("**GIS**") designed by Consultant to help the City manage and operate its municipal water and sanitary sewer systems;

WHEREAS, since 2008 the City has contracted with Consultant to perform maintenance of and updates to the GIS system, to provide training and technical support to City personnel on the use of the GIS system, and to provide other services related to the GIS system;

WHEREAS, the City desires to continue its relationship with Consultant relative to the GIS system;

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, licenses, manpower and expertise to perform properly and timely the professional services relative to the GIS system as described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference ("**Services**");

WHEREAS, based on such representation and the City's previous experience with Consultant, City desires to contract with Consultant to perform the Services; and

WHEREAS, because civil engineering services and software engineering services are essential components of the Services that Consultant will provide under this Agreement, this Agreement may be entered into without public bidding, pursuant to Section 1.54.350 of the South Gate Municipal Code and Sections 4525 through 4529.5 of the California Government Code.

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 incorporated as a 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 the Services to be performed by Consultant under this Agreement and paid by the City to Consultant for such Services shall not exceed the sum of **Six Hundred Eighty-Five Thousand Five Hundred Dollars (\$685,500.00)**, as itemized on the fee schedule attached hereto as Exhibit "B" and

incorporated herein by this reference. No additional compensation shall be paid, unless first approved in writing by the City Manager or his/her designee.

2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the Services. 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 fee schedule attached hereto as Exhibit "B". 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 AND OPTIONS TO EXTEND. This Agreement is effective as of February 13, 2024, and will remain in effect for sixty (60) months with the two (2) options exercisable by the City in its sole discretion to extend the term of this Agreement for one (1) year each, unless terminated by either Party as provided herein. If the City exercises an extension option, compensation payable to Contractor during the extended year of the term of this Agreement shall not exceed \$136,600.

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

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

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

6. GENERAL TERMS AND CONDITIONS.

6.1 Termination for Convenience. City may terminate this Agreement at any time without cause by giving fifteen (15) days' written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property such as GIS data, layers and information. If this Agreement is terminated by City as provided herein, Consultant will be paid the total amount of fees owing hereunder 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 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data, and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

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

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

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

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

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

6.5.3 Professional liability insurance with a limit of not less than \$1,000,000 per claim and \$5,000,000 annual aggregate

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, as may be required without limitation, a City of South Gate business license as may be 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. Venue for the resolution of disputes shall be Los Angeles County, California.
- 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 use of the software provided to the City by Consultant as part of the Services. Should Consultant fail to make such correction in a reasonably, timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant.
- 6.15 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.16 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.17 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.18 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

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

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

TO CITY:

City of South Gate
Arturo Cervantes
Assistant City Manager/Director of Public Works
8650 California Avenue
South Gate, California 90280
Email: acervantes@sogate.org
TEL: (323) 357-9657

WITH A COPY (which shall not constitute notice) **TO:**

City Clerk's Office
Yodit Glaze
City Clerk
8650 California Avenue
South Gate, California 90280
Email: yglaze@sogate.org
TEL: (323) 563-9573

TO CONSULTANT:

Nobel Systems, Inc.
Michael Samuel, CEO
1030 Nevada Street, Suite 202
Redlands, California 92374
Email: michael@nobel-systems.com
TEL: (909) 708-4029

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.** This Agreement is effective as of the date specified in Section 3 above and will remain in effect through and until the date specified in said Section 3, unless otherwise terminated in accordance with the terms of this Agreement.

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raúl F. Salinas (Signature)
Raúl F. Salinas, City Attorney

NOBEL SYSTEMS, INC.

By: _____
Michael Samuel, President

Dated: _____

EXHIBIT A – SCOPE OF WORK

SECTION -1

Minimum Hardware:

The GeoViewer cloud applications do not require any server infrastructure. Since the GeoViewer Mobile application only works on iOS at this time, field crews will require Apple iPhones or iPads. GeoViewer Desktop application will require Internet Explorer version 11+ at the minimum, and will work on all major browsers, including IE Edge, Google Chrome, Mozilla Firefox.

Nobel has always researched and sought to use the latest and greatest technologies to provide better service to our customers. For this reason, Nobel Systems set out on an extensive R&D effort and decided to shift to the MapBox to host the data. Nobel Systems uses powerful NodeJS servers and utilizes the technologies of top cloud service providers (AWS and Google) and has branched out into the new Internet of Things Space. All these efforts resulted in a dramatic improvement of speed, performance, and overall efficiency of our applications. We are constantly researching and will develop newer tools every month.

The City will have unlimited licenses/users to access GeoViewer Online and GeoViewer Mobile as a part of this agreement.

SECTION -2

Nobel will provide the appropriate licenses to City to access its data using the following software:

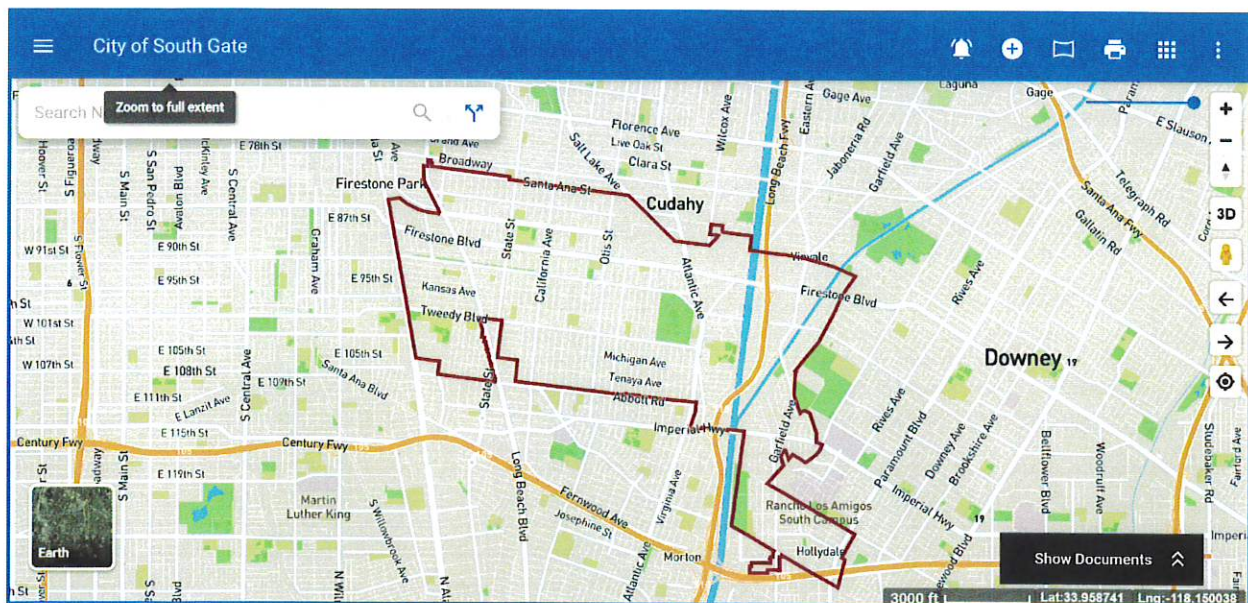
Base GIS application (GeoViewer Online and GeoViewer Mobile) – See description below.

The GeoViewer cloud platform utilizes NoSQL as its primary data store to manage big data quickly and efficiently. Most utilities have changing needs as they grow with their enterprise software. They need to add new fields to run reports, modify their business intelligence dashboards, etc. Our NoSQL database allows for these changes to be made quickly and easily. The system shall be capable of allowing public access but shall not allow public access except as directed by the City.

GeoViewer Online:

Nobel's cloud solution, GeoViewer Online, is hosted on servers in a secure tier-4 colocation data facility with an application availability uptime rating of 99.99%. GeoViewer supports the use of several browsers including Google Chrome, Internet Explorer (Version 11+), Firefox, and Safari.

Nobel will provide enterprise level access to the City with individual secure user ID's to manage and distribute to department employees for accessing the GeoViewer Online service. Based upon user ID and associated Groups the end-users will have access to departmental spatial datasets, Google imagery, Google street view and other local government geospatial data through a user-friendly interface. Each user will have unlimited use of GeoViewer Online for as long as the contract remains in force.



- **Interface:** The system is intuitive, user friendly and graphically oriented so that it could be used by anyone without prior training in GIS
- **Performance:** Quick load of data that averages to less than 5 seconds load and/or refresh time for large datasets such as aerial photographs
- **Flexibility & Scalability:** The system could be easily customized to accommodate the present and future needs of any client
- **Reliability:** Our hosting services and application (GeoViewer Online) are available 24 hours a day and seven days a week (24/7)
- **Accessibility Control:** Access to the application and user rights are protected by password; public (password-free) access to selected or all GIS data layers could be provided, if desirable
- **IT Friendly:** Our GeoViewer Online requires basic IT knowledge and computer technical specifications to install, maintain and update –if hosted in client’s servers
- **Free of Proprietary or Third-Party Software:** It does not require any third party or proprietary software on the client–end (user).

Industry Best practices and platform:

The GeoViewer approach to this objective is quite simple. GeoViewer offer an easy-to-use, intuitive interface to Geographic Information Systems that provides the casual user with the ability to access the information they need with little or no formal training.

The main objectives of the system include,

- Ability for non-GIS staff to use the system effectively with less than four hours of training.
- Provide access to interactive Water atlas maps from staff desktops through web browser.
- Locate and view an area of interest anywhere within the service area.
- Provide secured access to only authorized users.
- Map updates are seamlessly delivered to system users without any lag time.
- Provide an extensible system that can be enhanced to provide broader functionality and adapt to future software and functionality enhancements.
- Enable direct integration with geographic data repositories, asset management information, linked image libraries, and other information associated with water system infrastructures.

The GeoViewer was designed with the following assumptions in mind:

- Casual GIS users want fast, easy access to relevant information.
- Casual GIS users do not have the time or desire to learn about topology, Shapefiles, ARC/INFO, theories of GIS, etc.
- Casual GIS users do not want to have to add themes, assign colors, change theme properties, etc.

- Casual GIS users do not want to be bothered with the task of doing map composition. They would much rather print their maps with a standardized template.
- Casual GIS users do not typically need to make large maps themselves and are perfectly happy printing an 8 1/2 by 11 map on a laser or ink jet printer. For the more advanced users, GeoViewer Online Supports multiple paper sizes that is only restriction is the clients printing device.
- Casual GIS users' needs are simple -- They need GeoViewer.
- GeoViewer is a robust and easy to use Enterprise Geographic Information Interface. GeoViewer is extremely flexible and can be tailored to any dataset.

We at Nobel Systems strongly believe that the functionality provided by GeoViewer will satisfy the needs of the City. The list of features provided by GeoViewer includes but not limited to:

Standard GeoViewer Features:

- Standard map navigation includes pan, zoom in and zoom out, full extent.
- Layer Display
- Creation of Spatial Bookmark
- Google Street View
- Vicinity map that can be used to set the extent of main map, pan the main map, and display the current extent of the main map.
- Property Search. Search by parcel number, situs address, or owner name.
- Supports ESRI Shapefiles, Coverages, Geodatabases, and CAD Drawings
- Also supports a wide variety of images including MrSid.
- Intuitive Select Toolbar. Select multiple features in multiple themes and:
- Find features within a specified distance and generate mailing labels.
- Measure area and length
- Display contents of the selected set in a table format.
- Print map with a title, scale, and neat line.
- Link any number of layers to unlimited number of external databases.
- Hyperlink scanned documents to features for easy retrieval.
- GPS location
- Legend and Search Option for Parcels, Valve Number etc.

Nobel Systems has customized the application to include the following:

- Water facilities
- Sewer facilities
- Recycled Water facilities
- Storm facilities
- Electric facilities
- Easement GIS database
- Parcel and Street Landbase
- Other South Gate GIS layers
- Scanned Asbuilt Maps linked to Assets.

GeoViewer Mobile:

By leveraging the latest smart-map and synchronization technology, Nobel's GeoViewer Mobile' is easy to use and was designed to streamline field workflow processes to help manage day-to-day operations. GeoViewer Mobile's advanced technology allows field staff to view, analyze and collect data, online or offline without ever having to worry about impractical syncing procedures. GeoViewer Mobile extends smart map technology beyond the office and provides staff with real-time data to make accurate decisions and collaborate in both office and field environments. Nobel understands the value of mobile mapping to organizations needing immediate access to real-time information, regardless of location, and offers a range of tools that help your staff make informed decisions in the field. GeoViewer is accessible on any device, providing unparalleled service to staff on the go or working in the field. GeoViewer Mobile integrates with existing ERP business systems, SCADA, CMMS, CIS, GPS, LIMS, CCTV, and other enterprise systems. Manage information ranging from open work orders from CMMS to viewing latest SCADA measurements on telemetry equipment.



Powerful Functionality:

- Online/Offline Work Modes
- Search, Display, Redlining, Bookmarks, Pan, Zoom
- Identify & View Object Locations & Asset Data
- View Customer Data, Work History, Service Calls, As-Built De-sign Drawings, and more.
- Process Driven Modules for Daily Field Work Order, Inspections and Condition Assessment data collection.
- Integrated GPS & Camera for Field Data Collection & Stream-lined GIS Updates
- Custom GeoViewer Modules are available for USA Dig Alert, Work/Service Order Management, Valve Isolation Analysis, Leak Data Collection and Hydrant Flushing data collection.
- City can view the data that were collected in the field through iPad and generate the reports by using GeoViewer online application.

SECTION -3

Nobel will provide tech support in accordance with Exhibit C

1) Types of support

- a) Phone – From 6.30 AM to 7 PM Monday through Friday
- b) On-Site – upon request, up to one visit per month at no charge.
- c) Email - Nobel shall respond to email requests for information within 24 hours.
- d) Problem Resolution System - Nobel shall provide a problem and resolution (PAR) tracking mechanism, which documents issues or data content anomalies, which require review and resolution by Nobel. Typically, PAR forms are generated as needed, reviewed by the project manager, and then forwarded to Nobel.

2) The amount of support shall be unlimited.

- 3) **Communication support and configuration** - Nobel, while not strictly liable for communication system performance, shall provide a good faith effort to assist the City in configuring a communication system that will interface with Nobel's system and achieve maximum speed of data transfers.
- 4) **Training** – Annually, Nobel will provide a one-day training seminar once a year at the City's office at no extra charge.
- 5) As Needed Upgrades not to exceed \$20,000 annually. Needs Director of Public Works approval and will be for the continual expansion and upgrades of the GIS service to the City to assist with streamlining and improving workflow efficiency.

SECTION -4

Nobel will provide Data updates in accordance with the following:

- 1) **Digital Images** - Nobel will provide a system that City staff can use to link digital images to various features in the GIS system. We would expect that approximately 250 JPEG images of 5 MB size per each would be uploaded to the system. An indexing system shall be devised so that these images can be retrieved in an orderly manner. The images will be emailed to Nobel Systems, to a predetermined email address, dedicated to receiving image files.
- 2) **Database copies** - Nobel shall provide a complete set of up-to-date data for mapping, imaging, and database systems on an annual basis. This data shall be provided on **Box.com** or any other shared link and shall be labeled with the nature of the data and the date.


SECTION -5

Performance Requirements:

- 1) **System Uptime** – the City shall always have access to the GIS data except during allowable maintenance time periods set forth below:
 - a) Weekdays – 12:00 AM to 2:00 AM
 - b) Weekends, holidays – 10:00 PM to 2:00 AM
- 2) **Emergency restart** – If the City has an emergency need for data during one of the allowable maintenance periods, Nobel shall restart the system and provide access within 30 minutes of notification by telephone.
- 3) All data on the remote system shall be encrypted. All communication from device to data center shall be encrypted.
- 4) The remote system should provide for multiple backups or checkpoints of City data.

EXHIBIT B – FEE SCHEDULE

| GeoViewer Module Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|------------------|------------------|------------------|------------------|------------------|
| GeoViewer Online and GeoViewer Mobile (Enterprise Licenses) | \$33,900 | \$33,900 | \$33,900 | \$33,900 | \$33,900 |
| Work Order Hosting plus Time Sheet App | \$22,000 | \$22,000 | \$22,000 | \$22,000 | \$22,000 |
| Work Order Enhancements for Asphalt, Sidewalk and Sewer | \$8,800 | \$8,800 | \$8,800 | \$8,800 | \$8,800 |
| Work Order Enhancements for Graffiti | \$6,600 | \$6,600 | \$6,600 | \$6,600 | \$6,600 |
| Sewer Lateral Inspection form | \$1,400 | \$1,400 | \$1,400 | \$1,400 | \$1,400 |
| Host Pressure Monitoring Devices thr. Internet (4 No's) | \$4,000 | \$4,000 | \$4,000 | \$4,000 | \$4,000 |
| Support City Tech Service | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |
| Water Audit Validation | \$3,000 | \$3,000 | \$3,000 | \$3,000 | \$3,000 |
| Work Order Enhancements for Facilities | \$5,500 | \$5,500 | \$5,500 | \$5,500 | \$5,500 |
| Work Order Enhancements for Electric | \$6,600 | \$6,600 | \$6,600 | \$6,600 | \$6,600 |
| City App (Granicus) integration with GeoViewer | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |
| Unlimited GIS Data Updates for As-builts (For all 3 facilities), Redlines, Map Creation and CCTV Updates | \$14,800 | \$14,800 | \$14,800 | \$14,800 | \$14,800 |
| Lead and Copper Module in GeoViewer Mobile | \$2,500 | | | | |
| As Needed Upgrades Not to Exceed \$20,000 annually | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$20,000 |
| Annual Total | \$139,100 | \$136,600 | \$136,600 | \$136,600 | \$136,600 |



| Project Roles | Hourly Rate |
|------------------------------|--------------------|
| Project Director | \$200.00 |
| Project Manager | \$180.00 |
| System Architect | \$160.00 |
| Senior Application Developer | \$150.00 |
| Senior GIS Analyst | \$100.00 |
| GIS Technicians | \$50.00 |
| QC Technicians | \$50.00 |

FEB 08 2024

10:35 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **February 13, 2024**

Originating Department: **Public Works**

Department Head:

Arturo Cervantes
Arturo Cervantes

City Manager:

Rob Houston
Rob Houston

SUBJECT: AGREEMENT WITH SYNTECH SYSTEMS INC. FOR THE IMPLEMENTATION OF FUEL MANAGEMENT SYSTEMS AT CITY FACILITIES

PURPOSE: To approve an agreement with Syntech Systems Inc. ("Syntech") to install fuel management systems ("Agreement") to operate fuel stations located at the Public Works Corporate Yard, Parks Yard, and Police Station.

RECOMMENDED ACTION: The City Council will consider:

- a. Approving a 3-year Agreement with Syntech Systems Inc. for the installation of fuel management systems at the Public Works Corporate Yard, Parks Yard, and Police Station, for an amount not-to-exceed \$124,460;
- b. Approve an appropriation of \$6,156 from Fleet Management Funds;
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney; and
- d. Rescinding a prior award by the City Council on April 26 2022 to E.J. Ward in the amount of \$165,420 based on the contractor's failure to execute a similar agreement.

FISCAL IMPACT: There is no impact to the General Fund. The Agreement is in the amount of \$124,460, as summarized below. A total of \$99,870 in Fleet Management Funds is budgeted in the Fiscal Year 2023/24 Public Works Operating Budget. An appropriation is needed in the amount of \$6,156 in Fleet Management Funds to fund the first year of services. The second and third-year services will be budgeted with Fleet Management Funds as a part of the Fiscal Year 2024/25 and Fiscal Year 2025/26 budget approval process.

| | FY 2023/24 | FY 2024/25 | FY 2025/26 | Total |
|--------------------|------------|------------|------------|-----------|
| Proposed Agreement | \$106,026 | \$9,217 | \$9,217 | \$124,460 |

ANALYSIS: Fueling stations are typically equipped with fuel management systems which are used to monitor, control, and capture fuel consumption data as well as to generate reports. Fuel management systems consist of equipment, computer hardware and software. The equipment is installed on the fuel station bays adjacent to the fuel dispensers.

The City owns and operates fueling stations at the Public Works Corporate Yard, Parks Yard, and Police Station to fuel respective vehicle fleets. The fueling stations at the Public Works Corporate Yard and Police Station are equipped with fuel management systems; however, the Park Yard is not. The fuel management systems are antiquated and in need of replacement.

The fuel management system located at the Public Works Corporate Yard is being operated manually because it is not fully functional. It lacks the necessary technology for secure, efficient, and accurate fuel usage reporting. Maintenance support is a challenge. The company servicing the equipment has had a limited number of technicians available to troubleshoot issues with the system. The annual cost for phone support and hardware maintenance has reached between \$2,500 and \$3,000 for patch repairs. The fueling pedestal can no longer be serviced. The parent company has developed a new software platform and no longer has the capability of providing updates to their prior software.

The fuel management system located at the Police Department is no longer functional and needs to be replaced. The Park Yard site is not equipped with a fuel management system. Staff logs odometer and gasoline consumption information manually which does not distinguish which employee or vehicle is actually receiving gasoline. The fuel log data is then manually logged into the fleet management system which creates an opportunity for inaccurate data entry. The proposed agreement is recommended to equip the fuel stations at the three above referenced sites with new fuel management systems.

The proposed agreement with Syntech provides for the replacement and installation of fuel management systems at the Public Works Corporate Yard, Parks Yard, and Police Station. It is for a 3-year term and provides the listed services.

| Agreement Syntech Systems Inc. & Project Services | FY 2023/24 | FY 2024/25 | FY 2025/26 | Total |
|--|-------------------|-------------------|-------------------|------------------|
| Project Management | \$1,100 | | | \$1,100 |
| Prokee/Card Reader (all 3 units) and one AIM System | \$32,925 | | | \$32,925 |
| AIM Titanium transmitter on (80 PD vehicles) | \$28,656 | | | \$28,656 |
| Cloud instance setup/ database conversion | \$3,248 | | | \$3,248 |
| Freight | \$810 | | | \$810 |
| Installation of hardware and software | \$33,595 | | | \$33,595 |
| Software licensing, support, and maintenance plan | \$5,692 | \$9,217 | \$9,217 | \$24,126 |
| Total | \$106,026 | \$9,217 | \$9,217 | \$124,460 |

BACKGROUND: The Public Works Department, Parks and Recreation Department and Police Department have a combined fleet of over 200 vehicles units that are utilized for daily operations. Vehicles are assigned to employees who are responsible and accountable for fuel consumption. Vehicles are fueled at the fuel stations located in each department’s facility for which reliable fuel management systems are necessary. The fuel stations need fuel management system upgrades to facilitate the process of fueling vehicles and document usage.

The proposed agreement provides the following:

- Installation of fuel management systems at the Public Works Yard, Parks Yard and Police Station. The service pedestal will be installed on the fueling bays next to the fuel

dispensing units. They will serve to operate the fueling station and monitor fuel consumption.

- Service pedestals will provide card-based and prokey based access for the Public Works Yard and Parks Yard. The service pedestal at the Police Department will be equipped with a card reader to identify the employee. Police Department vehicles will be equipped with a transmitter that will allow for quicker vehicle identification as the fueling needs of police officers may be time sensitive.
- Hardware will be installed on City vehicles to communicate with the service pedestal and monitor vehicle fuel consumption.
- A computer tower will be supported with a web-based server, in lieu of a local server, to capture data from all fuel stations. This system will monitor, control and capture fuel consumption data as well as generate reports. The software will track fuel consumption data per employee and per vehicle to create additional accountability and reliability in all departments. The proposed project includes data hosting and year-round call center support including onsite parts and labor for a 3-year period and warranty for the first year.

Syntech is used by some of the largest fleet maintenance utility groups in the region including the California Department of Transportation, and the Department of Defense. Syntech offers off-site hosting which will relieve the IT department of the burden of maintaining the on-site server located in the Fleet Superintendent's office.

On April 26, 2022, the City approved funding to furnish and install a fuel management system in the amount of \$165,240. After approval, staff presented the contract to E.J. Ward for execution and E.J. Ward refused to execute the agreement, instead provided a counter to perform the same work at higher rates. Staff opted not to move forward as this was the second change in pricing after they provided their initial fee proposal.

ATTACHMENT: Proposed Agreement and Fee Proposal

LC:lc

**AGREEMENT FOR PROFESSIONAL SERVICES FOR THE
INSTALLATION OF FUEL MANAGEMENT SYSTEM SERVICES
BETWEEN THE CITY OF SOUTH GATE AND SYNTECH
SYSTEMS, INC.**

This Agreement for Professional Services for Services (“Agreement”) is made and entered into on February 13, 2024 by and between the City of South Gate, a municipal corporation (“City”), and Syntech Systems, Inc., a Florida 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 fuel management systems;

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

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

NOW, THEREFOR, the Parties hereby agree as follows:

- 1. SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit “A” attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
- 2. COMPENSATION FOR SERVICES.** The total amount of compensation for this Agreement shall not exceed the sum of **One Hundred Six Thousand Twenty-Six Dollars (\$106,026)** for Fiscal Year 2023/24, and Nine Thousand Two Hundred Seventeen Dollars (\$9,217) for Fiscal Year 2024/25 and Fiscal Year 2025/26; The three-year total sum shall not exceed **One Hundred Twenty-Four Thousand Four Hundred Sixty Dollars (\$124,460)** 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 Director of Public Works or his/her designee.
 - 2.1** Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between Consultant’s office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.

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

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

3. TERM OF AGREEMENT. This Agreement is effective as of February 13, 2024 and will remain in effect for a period of three (3) years from said date or until project completion, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided herein. The term may be extended for a three-year term if approved in writing by the City and Consultant.

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

4. 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.

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

6. GENERAL TERMS AND CONDITIONS.

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

6.2 Termination for Cause.

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

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

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

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

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

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

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity

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

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

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

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

6.5.2 Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than \$1,000,000 per occurrence/accident for bodily injury and property damage liability. Each such policy of insurance shall:

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

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

- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

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

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

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

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

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

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

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

6.9 Consultant's Personnel.

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

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

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

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

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

6.11 Legal Construction.

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

City of South Gate
Arturo Cervantes, ACM/ Director of PW
8650 California Avenue
South Gate, CA 90280
Email: acervantes@sogate.org
TEL : (323) 563-9567

WITH COURTESY COPY TO:

City Clerk's Office
Yodit Glaze, City Clerk
South Gate, CA 90280
Email: yglaze@sogate.org
TEL: (323) 563-9510

TO CONSULTANT:

Shane Smith
Vice President
Syntech Systems Inc.
100 Four Points Way
Tallahassee, FL, 32305
Email: David.Landoch@MyFuelMaster.com
TEL: (303) 345-3046

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 **January 9, 2024** and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

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

SYNTECH SYSTEMS, INC.:

By: _____
Shane Smith, Vice President

Dated: _____

EXHIBIT A

PROPOSAL FOR PRODUCTS AND SERVICES TO PROVIDE AND INSTALL A FUEL MANAGEMENT INFORMATION SYSTEM,
CITY PROJECT NO. 700-GEN

Response to:

City of South Gate

City Project No. 700-GEN – Fuel Management Information System



Submitted by:



Syntech Systems, Inc.

100 Four Points Way

Tallahassee, FL 32305

www.MYFUELMASTER.com

Proposal Point of Contact:

Daniel McMullen

p: 720-810-9378 | f: 850-877-9327

Daniel.McMullen@myfuelmaster.com

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City of South Gate- City Project No. 700-GEN



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Executive Summary

Syntech Systems, Inc. (Syntech) is a highly qualified and responsive commercial vendor that has forged a comprehensive and technically competent team. Syntech is the most capable company within the fueling and fleet data management arena as evidenced by the vast experience it has obtained over the forty (40) years within the industry, as well as the demonstrated breadth and depth of its technical staff. Currently the company can cite the following experience:

- The company has ~8,000 individual customers worldwide operating ~3.5 million vehicles daily.
- The company supports over 20,000 fueling locations worldwide, including ~897 units within the Department of Defense at 340 separate military installations.
- Syntech has the most comprehensive technical support team in the fueling automation industry with ~8,800 units under active maintenance support at ~3,300 unique locations.
- Included among the customer base are twenty-nine State Departments of Transportation including Sixteen utilizing statewide systems (AL, AR, CT, DE, FL, GA, ID, MD, MS, MO, NM, NC, ND, OH, SC, WV, WY) and thirteen other DOT's, utilizing our systems on a more limited basis (CA, IA, LA, MT, OK, PA, TN, TX, UT, VA, WI).
- The company has sold and supports ~500,000 AIM Units (Automotive Information Modules) among ~560 different customers including ~18,000 by the Department of Homeland Security. These units are RFID enabled and provide the most secure and automated fueling process in the industry.

Syntech is a Veteran-Owned Business (VOB) that employs program/project management, engineering, deployment solutions, as well as, vehicle and logistics personnel with decades of experience. Furthermore, the core leaders of Syntech come from the realms of big business and government, carrying the experience and knowledge of running large scale operations with multiple simultaneous task orders to our operational design. Our staff has an outstanding reputation for collaboration with customers, team and subcontractor management, qualified labor recruitment, and excellent financial backing.

Our solutions utilize current industry best practices that will meet the needs of the City of South Gate. Our solutions also include established commercial products with documented installation history and records of reliable performance. Our partnerships with industry leaders for component items are second to none and allow us to provide unequivocal support for our products for a minimum of ten years.

Our global network of professional installation teams such as Fuel Serv Inc. allow us to provide elite service in a timely manner while supporting all of our customer needs. Fuel Serv, Inc. offers professional and field services in petroleum systems, environmental consulting & remediation/abatement, as well as landfill construction & repair. Our team collaborates with our client's team to compile the best blend of service professionals for each project or program, resulting in superior and quality service.



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Qualifications and Experience

Syntech

Heath Spires, Project Manager

Heath Spires joined Syntech in 2008. During Heath’s tenure, he has been influential in implementing and overseeing many fuel management projects. Most recently, Heath was the Project Manager for the project implementation and roll-out of Ohio Department of Transportation California Highway Patrol, the City of Huntington Beach and many others. Other notable examples include facilitating the upgrade of over 600 Aviation and Commercial sites to PA-DSS standards; working with other DOTs to ensure ongoing success with their AIM telematics programs, and managing complicated projects with large petroleum companies.

Fuel Serv Resume’s

ROBERT I. RODRIGUEZ

1948 Annandale Way, Pomona, CA 91767 | robert@fuelservinc.com | 909-680-9102

SKILLS & ABILITIES

Fuel and Shop service Technician and electrician for over 20 years performing repair, installation, maintenance, troubleshooting, and certification of Underground and Aboveground fuel storage tanks, electrical systems for all types of fleet equipment, fuel management systems, monitoring systems, air compressors, vehicle lifts and pneumatic lubrication equipment. Advanced electrical skills, including trouble shooting, 110, 230 & 480volt systems, conduit installation, wire pull, single and three phase systems, low voltage and DC current, hazardous location (Class 1 Div1 & 2) as well as transformers, relays, contactors, and capacitors.

Holding over 15 different manufacture and state required certifications. Currently endorsed with an A, HAZ, and C-10 from the California Contractors State License Board. Specializing in commercial fueling applications and Fuel Master fuel Management systems.

EXPERIENCE

PRESIDENT, FUEL EQUIPMENT SERVICES INC. DBA FUEL SERV

7/2013 TO CURRENT

I started in the petroleum industry in 1998 as a technician at a service company. I moved to the lead tech position and eventually service supervisor, while earning multiple certifications. Started this business in 2013 and have since performed many Fuel Master installs including start to finish roll-outs for City of Las





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Vegas, EBMUD and Santa Clara Valley Water all will multiple hundreds of AIM telematics installs and customer training.

EDUCATION

CHAFFEY COLLEGE, RANCHO CUCAMONGA, CA

AA DEGREE

JORGE ZAMUDIO

1934 S. Bonita Ave Ontario, CA 91762 | service@fuelservinc.com | 800-581-3710

SKILLS & ABILITIES

Fuel service Technician and electrician for 5 years performing repair, installation, maintenance, troubleshooting, and certification of Underground and Aboveground fuel equipment, fuel management systems, monitoring systems. Electrical skills, including trouble shooting, 110, 230 & 480volt systems, conduit installation, wire pull, single and three phase systems, low voltage and DC current, hazardous location (Class 1 Div1 & 2) as well as transformers, relays, contactors, and capacitors.

Holding over 7 different manufacture and state required certifications.

EXPERIENCE

LEAD TECHNICIAN, FUEL EQUIPMENT SERVICES INC. DBA FUEL SERV

8/2015 TO CURRENT

I started in the petroleum industry in 2011 as a technician at a service company. I moved to Fuel Serv in 2015 were I work on Fuel Master system installation, AIM installation/training and fuel dispenser replacement.

EDUCATION

ITT TECHNICAL INSTITUTE, WEST COVINA, CA

AA DEGREE



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ISABEL CUEVAS

11244 Bethany Drive, Rancho Cucamonga, CA 91701 | isabel@fuelservinc.com | 909-268-5089

SKILLS & ABILITIES

All aspects of job coordinating, office management and bookkeeping. Experienced in customer service, scheduling, purchasing, receiving, invoicing, accounts payable and accounts receivable, specifically in the petroleum industry as the Job Coordinator scheduling service and technicians, customer service and purchasing. More recently as Office Manager, and most recently as the bookkeeper.

EXPERIENCE

15 years as Job Coordinator scheduling projects, service calls and technicians, customer service and purchasing.

8 years as Office Manager and Bookkeeper performing all aspects of office management and bookkeeping.

EDUCATION

CHAFFEY COLLEGE, RANCHO CUCAMONGA, CA

Accounting major. Bookkeeping certificate

LISA HODSDON

15418 N Custer Lane Mead, WA 99021 | Lisa@fuelservinc.com | 909-437-4608

SKILLS & ABILITIES

Skilled in leadership, customer service, all aspects of job coordinating, office management. Also knowledgeable in purchasing, receiving, invoicing, accounts payable and accounts receivable, specifically in the petroleum industry as the Job Coordinator scheduling service and technicians, and most recently as Office Manager.



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EXPERIENCE

1 year as Office Manager.

7 years of assistant bookkeeping and assisting the office manager in any and all tasks related to the job.

Several years' experience in customer service and leadership roles.

EDUCATION

Cal Poly Pomona, bachelor's degree in liberal studies

Client References

1. CAJON VALLEY USD – TYSON BRODWOLF (619) 590-5816 brodwolft@cajonvalley.net
2. FOOD EXPRESS – KEVIN KEENEY 626.574.9094 kkeeney@foodexp.com
3. BISHOP STORE HOUSE – MICHAEL MILLER 801.240.9715 MillerMD@ChurchofJesusChrist.org



FMLive Information for:

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Statement of Understanding

We, as the proposing entity, hereby confirm our comprehensive understanding of the City's requirements as detailed in the Request for Proposal (RFP) for the acquisition and implementation of a fuel management system for the City's three bulk fuel stations. Our understanding encompasses all aspects of the project, including the following key points:

Introduction and Project Goals:

The City currently operates bulk fuel stations at three locations.

The existing Gasboy fuel management system at two of these stations is non-functional.

The City aims to procure a new fuel management system to authorize fuel transactions based on valid vehicle numbers and driver identification.

The system should provide controls for fuel types, gallons per day, and days per week.

The City's fleet consists of approximately 200 vehicles and equipment.

The desired system should be web-based and communicate via WIFI for real-time authorization and transaction recording.

Description of Existing Fuel Stations:

Detailed descriptions of each of the three fuel stations are provided.

Information about location, users, fuel types, equipment, and existing systems is included.

Acknowledgment of the importance of integrating the new system with the existing infrastructure and complying with regulatory requirements.

Scope of Services:

The scope of work includes providing a complete fuel system, including hardware and software.

Installation, configuration, testing, and integration with the City's ERP and fleet management systems are integral parts of the project.

Commitment to supplying the latest models or versions, comprehensive documentation, spare parts, and technical support for a minimum of 20 years.

Assurance that all work will conform to federal, state, and local codes and regulations.

Syntech Systems Inc/FuelServ

October 23rd, 2023





Technical Response

TASK 1 – PROJECT MANAGEMENT

Project Plan

Please see the sample Project Management Plan below. Syntech and Fuel Serv are both flexible and easy to do business with, but both are also very disciplined about driving to an agreed project plan with all delivery dates, accountabilities and reporting structures adhered to, with transparency for all, especially where any change orders are required. All conversations and meetings are documented and updates provided to stakeholders.

Example Project Roll Out Plan attached for review. Dates are TBD until project has been awarded.

| Task number | Outline number | Name |
|-------------|----------------|---|
| 1 | 1 | Project Start |
| 2 | 1.1 | Approval to Proceed |
| 3 | 1.1.1 | Purchase Order Received |
| 4 | 1.1.2 | Order Placed by Sales Order |
| 5 | 1.1.3 | Charge Number created for CSC Database Build |
| 6 | 1.1.4 | Obtain main stakeholders/pocs |
| 7 | 1.1.5 | Planner Task Created and assigned to Project Management |
| 8 | 1.1.6 | Confluence Page Created |
| 9 | 1.1.7 | Database build Case assigned to CSC Tech |
| 10 | 1.2 | Planning Phase |
| 11 | 1.2.1 | Project Admin Send Kick Off Email |
| 12 | 1.2.2 | Establish/execute Kick Off and Planning Call |
| 13 | 1.2.3 | Establish target project completion date |
| 14 | 1.2.4 | Requirements |
| 15 | 1.2.4.1 | Define system use |
| 16 | 1.2.4.2 | Define workflow |
| 17 | 1.2.4.3 | Define auth medium |
| 18 | 1.2.4.4 | Define reports |



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| | | |
|-----------|--------------|--|
| 19 | 1.2.4.5 | Determine export |
| 20 | 1.2.4.6 | Determine 3rd party hardware |
| 21 | 1.2.4.7 | Obtain any network info required |
| 22 | 1.2.4.8 | Determine system URL |
| 23 | 1.2.4.9 | Legacy AIM FW Upgrade (Upgrades only) |
| 24 | 1.3 | Execution |
| 25 | 1.3.1 | Obtain copy of existing database (Upgrade only) |
| 26 | 1.3.1.1 | CSC follow Steps to FMLive Database Build |
| 27 | 1.3.1.2 | (CSC) Review current sys type, AIM FW, Exports, pricing, and Electronic Dispenser config |
| 28 | 1.3.1.3 | Review any revisions required from DB review |
| 29 | 1.3.1.4 | Change order required? |
| 30 | 1.3.1.5 | AIM FW Upgrade Start (upgrade only) |
| 31 | 1.3.1.6 | Report/Export creation |
| 32 | 1.3.2 | CSC send data import spreadsheet/ review with customer |
| 33 | 1.3.3 | Request cloud stand up/communicate stand up date with customer |
| 34 | 1.3.4 | Server stand up |
| 35 | 1.3.5 | Data imported |
| 36 | 1.3.6 | Customer sign off on data |
| 37 | 1.3.7 | All hardware shipment (delivery date communicated) |
| 38 | 1.3.8 | Project Updates (continuous) |
| 39 | 1.3.9 | Onsite Installation Date (multiple units may have longer timeline) |
| 40 | 1.3.10 | Onsite AIM Training (if required) |
| 41 | 1.3.11 | Webinar Training |
| 42 | 1.4 | Monitoring |



| | | |
|-----------|------------|--|
| 43 | 1.4.1 | Review any features or remaining deliverables with customer and product team |
| 44 | 1.4.2 | Provide updates regularly to customer based on remaining deliverables |
| 45 | 1.4.3 | Work with CSC to resolve any remaining issues before close out. |
| 46 | 1.4.4 | Transition project to CSC |
| 47 | 1.5 | Close out project |
| 48 | 1.5.1 | Review any remaining invoices or deliverables |
| 49 | 1.5.2 | Ensure customer successful |
| 50 | 1.5.3 | AAR if required |

Conditions and Assumptions

- Pricing excludes plans, permits, engineering, and any associated fees.
- Permitting if needed is excluded from the scope/costs attached, but can be obtained at cost plus %
- Changes in scope of work and/or additional work requested by the client require written approval from all parties.
- Total Environmental Concepts will have free and unimpeded access to required locations.
- Work is completed during normal business hours Monday-Friday between 6:30 am- 4:00p.
- Existing power supply stub ups, conduits and wiring are sufficient and compatible with new equipment and operational.
- Communications, High and Low Voltage wiring can be reused with minimal extensions or modification. (no more than two explosion proof boxes or four capped L’s, and conduit/wiring extensions not to exceed 24 inches.)
- Not responsible for downtime related to weather or any other unforeseen circumstances beyond our control.
- Cellular Cloud based communications or Site IP communications are uninterrupted during installation and commissioning process.
- Authority having jurisdiction to the equipment, or any methods of work proposed in this scope may require additional costs to the customer in order to satisfy their requirements.



TASK 2 – FURNISH FUEL MANAGEMENT SYSTEM

1. Delivery of three fuel island control units.

The overall scope of any Fuel Management System is to provide turnkey fuel management solutions for capturing fleet fuel sale transactions at unattended service stations. Syntech provides the FuelMaster® 5000 Series system, which delivers fuel transactional data and system status to the cloud-hosted enterprise in real-time. This real-time aggregation of data is performed using communications with Syntech / AWS hosted enterprise servers, meaning that transactions completed at FMUs are uploaded to the enterprise as soon as they are completed. Conversely, changes made in the hosted enterprise server (e.g. proximity card authorizations/de-authorizations and FMU Configurations), are pushed to FMUs as soon as the records are saved.

FMU pedestals are installed at the fuel islands and can control up to eight fuel points. Interfacing directly with installed fuel dispensing systems, FMUs receive fuel quantity data from mechanical or digital pulse emitting devices. Additionally, many forms of fueling authorization are available and discussed in your Authorization Deliverable #4, below.

Syntech and Fuel Serv have the capacity to meet the most stringent client roadmaps for implementation. Typical timeframes from PO receipt to “go live” is six to eight weeks.

Further details of the Fuel Master Units and the software are included below in response to Deliverables #5 “Technical proposal including complete details of system hardware and software including functional features and technical environment”.

2. Description of compatibility of the vendor’s system with the City’s fuel dispensers and leak detection systems

Syntech’s Fuel Master units are compatible with the dispensers and Veeder Root systems in place today, and because we take a technically agnostic approach we offer the broadest possible range of current and future systems compatibilities as well. We have an aggressive software and firmware update roadmap to provide clients forward and backward compatibility beyond any one else in the industry. We simply ask our clients to work closely with our Authorized Distributors such as Fuel Serv and ourselves as new devices are contemplated so we can provide insight on all options.

3. Provision of fuel management system software.

FMLive is a proven and widely used Software as a Service (SaaS) solution. FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and



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performance. Developed with state-of-the-art technology, Syntech ensures a secure and intuitive user experience, longevity of the application, and maximal opportunities for integration. The application also complies with Section 508 of the Americans with Disability Act.

The system allows 24 x 7 monitoring, real time alerts, and an easy to use reporting process. Adding new vehicles, driver / operators, and integrated tank monitoring from any authorized City of South Gate device for an authorized person based on their specific permissions.

Full fuel accounting transparency, ease of use, and minimal back office effort were the development themes for the system, and based on our 40 years of experience and client feedback that has been achieved.

More details are available in response to your deliverable #5 “Technical proposal including complete details of system hardware and software including functional features and technical environment” below.

Syntech highly recommends that the City stakeholders for this RFP take the time to do a software review with Syntech and Fuel Serv to fully assess the flexibility, ease of use, and fit for your purposes.

4. Description of options and pros and cons of various methods to authorize and record fueling transactions including keypad only, cards, smart keys, and automatic.

The FMU provides a wide selection of source media options, providing support for magnetic stripe cards, keypad entry, proximity cards/fobs as well as proprietary Prokee® and AIM devices.

Syntech will test any current Proximity cards or fobs in use by the City to determine reader type compatibility prior to shipping the FMUs for installation.

With these supported authorization devices, the system provides configurable authorization workflows. The authorization workflow defines what steps must be taken by the operator interacting with the FMU in order to start a transaction (e.g. begin fueling). A workflow is a series of steps that must be followed in order to initiate a fuel sale. The table on the next page provides a list of authorization workflows that are currently supported in the FMLive system (see Table 1).

Table 1. Authorization Workflows

| Authorization Media | Can be Initiator? | Principle |
|---------------------------------|-------------------|-----------|
| AIM | Yes | Equipment |
| Equipment Display ID via Keypad | Yes | Equipment |
| Equipment Local Auth Card | Yes | Equipment |



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| | | |
|--------------------------|-----|-----------|
| Equipment Prokee | Yes | Equipment |
| Equipment Prokee Legacy | Yes | Equipment |
| Equipment Proximity Card | Yes | Equipment |
| Keypad Receipt* | No | N/A |
| Odometer via Keypad | No | N/A |
| Operator ID via Keypad | Yes | Operator |
| Operator Prokee | Yes | Operator |
| Operator Proximity Card | Yes | Operator |

Syntech strongly advises a dual authentication authorization process with minimization of keypad entry to minimize operator error and to speed fueling. Thus, one device to recognize and authorize the vehicle (AIM device – totally passive, prokee / fob), and another device to recognize the employee such as a badge. Most clients also capture odometer which the AIM device provides automatically from the OBDII port, or a manual entry by the driver.

5. Technical proposal including complete details of system hardware and software including functional features and technical environment.

Hardware

The overall scope of any Fuel Management System is to provide turnkey fuel management solutions for capturing fleet fuel sale transactions at unattended service stations. Syntech provides the FuelMaster® 5000 Series system, which delivers fuel transactional data and system status to the cloud-hosted enterprise in real-time. This real-time aggregation of data is performed using communications with Syntech / AWS hosted enterprise servers, meaning that transactions completed at FMUs are uploaded to the enterprise as soon as they are completed. Conversely, changes made in the hosted enterprise server (e.g. proximity card authorizations/de-authorizations and FMU Configurations), are pushed to FMUs as soon as the records are saved.



| Description | HID Format Number | Bit Length |
|----------------------------|----------------------|------------|
| HID Standard 26BIT | H10301 | 26 |
| HID Standard 34BIT | H10306 | 34 |
| HID Corporate 1000 - 35BIT | (unique to customer) | 35 |



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| | | |
|-------------------------------|----------------------|----|
| HID 36BIT Clock & Data | H10320 | 36 |
| HID 37BIT (w/o Facility Code) | H10302 | 37 |
| HID 37BIT (w/ Facility Code) | H10304 | 37 |
| HID Corporate 1000 - 48BIT | (unique to customer) | 48 |

Table 1 - Supported Prox Formats

Proximity cards or fobs that do not meet any of the supported formats above must be sent in for testing to ensure compatibility.

FMU pedestals are installed at the fuel islands and can control up to eight fuel points. Interfacing directly with installed fuel dispensing systems, FMUs receive fuel quantity data from mechanical or digital pulse emitting devices. Additionally, many forms of fueling authorization are available and discussed in your Authorization Deliverable #4, below.

Central to the FMU is a custom embedded Linux Operating System (OS) that provides the flexibility to keep abreast with emerging technologies. This ensures that the FMU can meet future organizational needs. FMUs are configured to transmit system events, such as: fuel sale transactions, system messages, authorization attempts, inventory and fuel delivery data to the FMLive enterprise server in real-time and provide users with the most up-to-date operational and financial data. Additionally, an audit trail of all systems events and transactions is maintained throughout the system providing administrators the information to accurately trace data from cradle to grave.

Systems are designed to withstand shock and vibration from routine use in the field including extreme temperatures of -40°F to +140°F. The FMU also conforms to National Electric Code (NEC), National Fire Code (NFC), and Conformance Européene (CE) for use in volatile fuel servicing area where fuel vapors may be present.

Syntech’s FuelMaster solution provides the capability of integrating Tank Monitoring Units (TMUs) inventory and delivery notifications into the enterprise application. Incorporating fuel tank inventories and deliveries into the application provides the customer with the data necessary to reconcile fuel sale transactions against inventories and provides low fuel level notification, ensuring on-time fuel deliveries.

A technical specification pdf for the FMU is embedded here:



Syntech FMU 5000 Series.pdf

All systems include a one-year warranty.



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Finally, FMUs have the capability of transmitting transactional and system data to the cloud via the customers local area network either through ethernet or Wi-Fi. However, the recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 5000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.

AIM Titanium (Telematics).

Our latest generation AIM module uses a FIPS 140-2 validated security to authorize and transmit data via Radio Frequency (RF). This device passes back vehicle information, such as: Vehicle Identification Number (VIN), dash odometer, all vehicle generated engine diagnostic fault codes, percent engine oil life remaining aggressive driving (hard braking/rapid acceleration), battery voltages, fluid levels, and highest speed traveled since last download. Many competitors claim to capture these same data, specifically odometer, but their returned values are usually computed by a complex algorithm that typically is not accurate and requires periodic vehicle retrieval and calibration. The AIM Titanium collects the dash odometer for both light duty and heavy-duty vehicles. This parameter is pulled directly from a vehicle's ECM and matches the vehicles on-dash odometer reading. This method allows for accurate readings and does not require vehicle retrieval or hands-on calibration.



Furthermore, the data downloaded from the AIM Titanium is date (day/month/year) and time stamped permitting the FMLive application software to derive critical data set points to provide managers [Preventive Maintenance Alerts] at user defined intervals that can be specified per vehicle or equipment type. Each AIM Titanium supports up to three chronometers that are defined by the user/authorized administrator to capture chronometer information from the OBD port or an analog voltage. These chronometers can be configured to include additional elements as identified and desired by the city, such as; engine start counts, engine hours, engine idle time, additional on-board equipment engine run time (the second motor of a vehicle that possesses more than one motor/engine), PTO time, etc.

AIM Titanium reads the vehicles Vehicle Identification Number (VIN) when an AIM is installed on a vehicle for the first time. This simple function assigns that specific AIM to that specific vehicle permitting the authorized administrator to define additional vehicle parameters that will ensure accuracy of billing data and reporting. When a specific AIM is removed from one vehicle and placed in another vehicle, that AIM must be retrieved and erased by an authorized administrator before being reassigned to a new vehicle/VIN. This ensures AIM Titanium cannot be stolen and installed on an unauthorized vehicle. This function forces installers to follow proper procedures when installing an AIM Titanium on a different authorized vehicle.

In addition to preventing unauthorized fueling, the AIM Titanium can ensure other types of vehicle fluid (oil, transmission fluid, coolant, etc.) are correctly dispensed into the vehicle. By connecting a FuelMaster FMU



FMLive Information for:

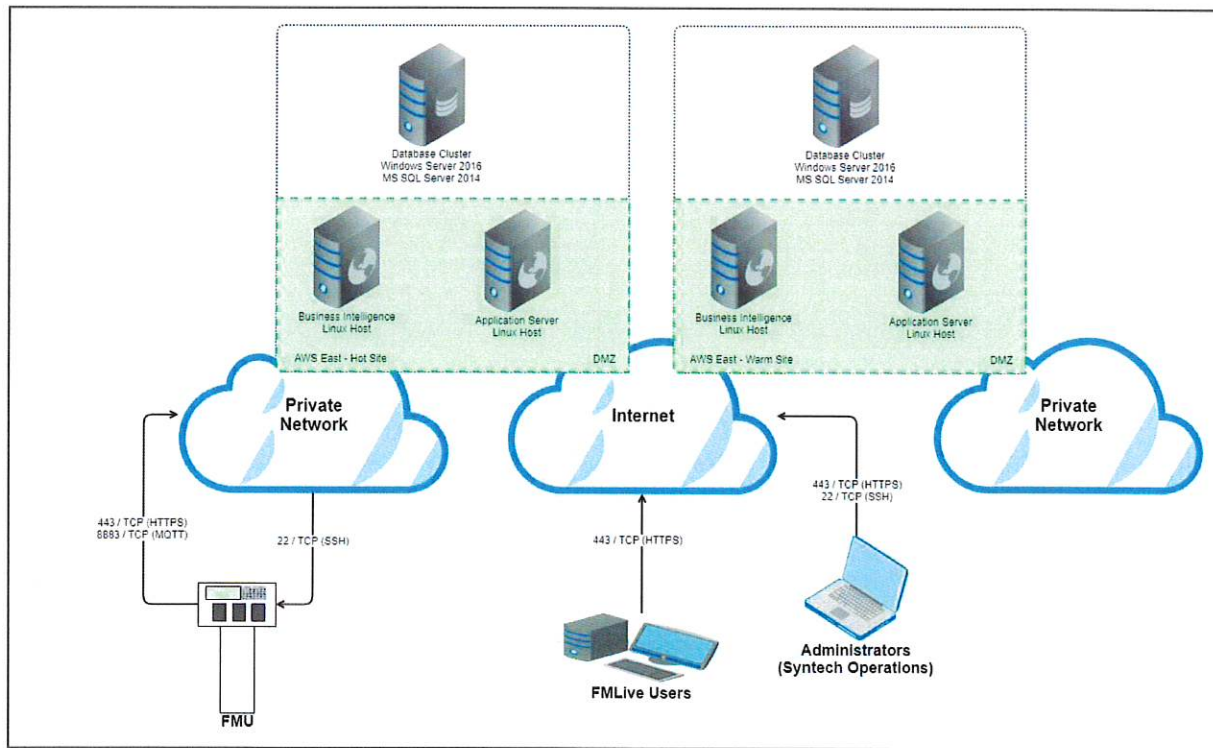
City of South Gate- City Project No. 700-GEN



to a lube rack and using our multi-product dispensing feature, the FMU only allows authorized fluids to be activated and able to be dispensed into the vehicle. This prevents costly mistakes and ensures accurate accountability of products.

The AIM Titanium was designed from the beginning to be rugged and safe. It has been tested against temperature cycling, thermal shock, thermal stress, mechanical vibration and mechanical shock standards as defined in SAE J1455: Recommended Environmental Practices for Electronic Equipment Design in Heavy-Duty Vehicle Applications. It has an extended temperature range of -40°C to 75°C and is ETL listed to meet UL 913: Intrinsically Safe Apparatus and Associated Apparatus for Use in Class I, II, and III, Division 1, Hazardous (Classified) Locations.

System Architecture - Cellular Network (recommended)

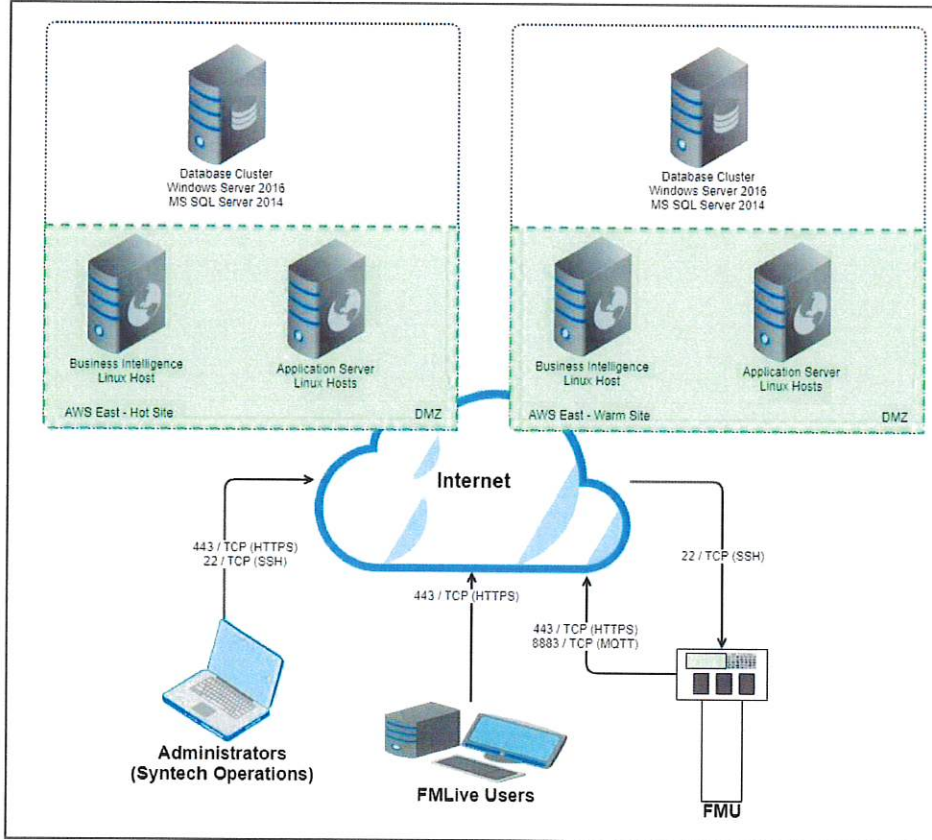


FMLive Information for:

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System Architecture – If Customer Network



Software as a Service – FMLive cloud-based system

At the heart of the system is Syntech’s Software as a Service (SaaS) solution. FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and performance. Developed with state-of-the-art technology, Syntech ensures a secure and intuitive user experience, longevity of the application, and maximal opportunities for integration. The application also complies with Section 508 of the Americans with Disability Act. The system is also single sign on compliant.

The technology built into FMLive resides in geographically dispersed data centers and provides the methodology for real-time centralization and storage of all fuel transactions, bulk fuel tank levels, and vehicle data collected through the FuelMaster Fuel Management Units (FMUs), Remote Data Collection Units (RDCUs), AIM2.4®, AIM Titanium®, FIT Compass, and bulk fuel tank level



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gauges. Data in-transit between the FMU(s) and the database is encrypted using modules validated to comply with the Federal Information Processing Standard (FIPS 140-2) utilizing Transport Layer Security (TLS 1.2 or 1.3) combined with PKI (Public Key Infrastructure) authentication.

FMLive is highly configurable and customizable to support our diverse user base and their changing business requirements. FMLive's built-in technology resides within the Amazon Elastic Cloud Compute (EC2) environment. Furthermore, the application can be configured to auto-generate email notifications, allowing for real-time system-generated alerts based on FMU messages, fuel inventory and deliveries as required by operational and functional managers. FMLive aggregates data produced by the end user's fueling stations to allow for centralized management of invoicing, inventory, and maintenance resources. These real-time capabilities also permit the lockout of access media much like a bank card can be immediately cancelled by a financial institution, preventing fraudulent use and pilferage.

The FMLive system creates a 360-degree data view that will increase the end user's ability to support daily operations. In addition, the FMLive server has provisions that allow for future upgradeability and or integration into the end user's asset and financial management systems.

FMLive's customer facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including, Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis. Furthermore, the reporting BI tool can be configured to automatically generate email notifications allowing for real-time system-generated alerts based on data, such as: sales, inventory, vehicle telematics and any other data required by operational and functional managers.

The FMLive system can export data in an xls or CSV file format into other applications such as the City's ERP system (EDEN) and Fleet Management system (Dossier). If an automated interface to EDEN is required we can assist your team in building that. Scope and cost tbd. We already do have an automated interface to Dossier's cloud-based system.



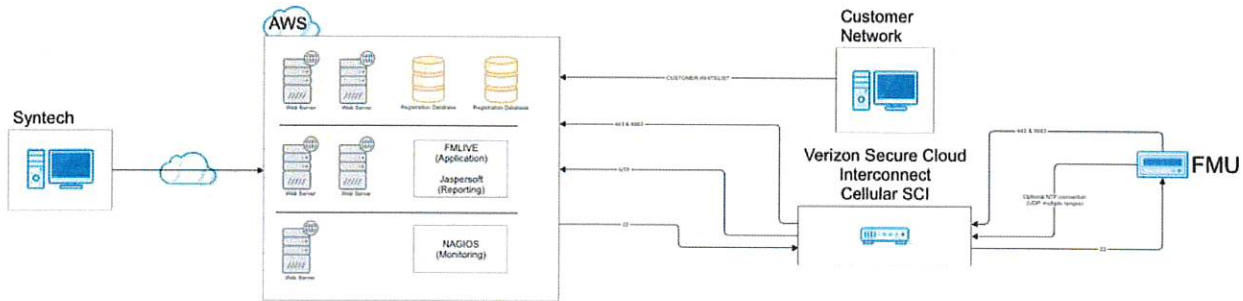
FMLive Information for:

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SaaS Deployment Model

This diagram outlines the SaaS deployment model for Syntech's FMLive platform.



Cybersecurity and SOC

The FMLive system is designed and developed to be compliant with NIST 800-53r4 security controls, meeting the threshold of a moderate baseline with many controls being compliant to the requirements of a high baseline. "Syntech Systems provides two additional operational environments: a PCI-compliant environment and a SOC 2-compliant environment. These environments undergo annual audits to ensure ongoing compliance with PCI and SOC 2 standards."

System and Communications Protection

Communication between the FMU(s) and FMLive relies on a public key infrastructure (PKI), providing encryption of data using the TLS 1.2 (Transport Layer Security version 1.2) or TLS 1.3 standards. Capitalizing on the use of the Federal Information Processing Standard 140-2 (FIPS 140-2) validated Bouncy Castle Java API, the system encrypts data to Department of Defense requirements, ensuring protection of all data in transit.

Contingency Planning

Full database backup is performed on a 24-hour schedule with a complement of hourly incremental backups. System backups are maintained in locations geographically separated from the operational environment. Customers with systems operational in the Amazon Web Services (AWS) East region have database backups stored using the AWS Simple Storage Service (S3) in the AWS West region and vice versa. Within the PCI and SOC 2 environments, database backups will be exclusively stored within the Eastern region. Amazon EC2 environments enable Syntech to deploy multiple servers in minutes, as opposed to hours or days. This highly reliable environment, where replacement instances



FMLive Information for:

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can be provisioned quickly and predictably, combines SQL Server database clustering with database instances residing in geographically distinct availability zones. Data is automatically replicated from Zone A to Zone B, ensuring that the system database is not a single point of failure and that the server is capable of achieving an uptime of 99.99%.

Identification and Authentication

User accounts are created with unique usernames that then become the account identifier throughout the system. The account also requires a first and last name be entered which allows the administrator to correlate the unique identifier with the proper name of the individual. Additionally, the accounts are assigned roles and organization during creation. Role-based access ensures that the account is created using the least privilege principle while the organization assignment determines whose data the account is authorized to view. By default, FMLive institutes single-factor authentication with a username and password. Accounts are required to use complex passwords, meeting the requirements of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63B (June 2017) and NIST SP 800-63-2 (August 2013). If multifactor authentication is desired, the application also supports Personal Identifiable Verification (PIV) credentials, providing two-factor authentication using a hardware token. PIV credentials allow for a high level of assurance in the individuals that access FMLive because they are only issued by trusted providers to individuals that have been verified in person. PIV credentials are highly resistant to identity fraud, tampering, counterfeiting, and exploitation. When using PIV credentials FMLive maps the authenticated identity to an individual system account using the certificate name. If the user accessing the system has entered the correct PIN, the certificate name is valid in the application database to which the user will be granted access.

The system FMUs rely on SSH-key based authentication, which is used to avoid the sharing of usernames and passwords across the embedded systems. This allows Syntech Customer Support Center staff to quickly access and diagnose issues that impact normal system use.

Machine-to-machine (M2M) authentication is performed using X509 client certificates. All communications between the device and the FMLive application servers are encrypted using TLS 1.2 or TLS 1.3 with mutual authentication. Mutual TLS authentication is a widely used, secure, authentication technique in enterprise environments to ensure the authenticity of the clients to server and vice versa. It facilitates authentication via certificates followed by the establishment of an encrypted channel between the server and client.

Access Control

As an FMLive customer, the City of South Gate will benefit from a data center and network architecture built to meet the requirements of the most security-sensitive organizations. Amazon EC2 works in conjunction with Amazon Virtual Private Cloud (VPC) to provide security and robust





FMLive Information for:

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networking functionality for your FMLive deployment. The VPC environment provides layered protection of the application and system resources. The first layer is the environment, which employs a deny-by-default firewall, only allowing access to whitelisted IP addresses/range provided by the customer and only for the ports required for HTTPS communication between the customer network and FMLive application server.

Access to FMLive servers in AWS requires Multi-Factor Authentication (MFA) in addition to a whitelisted IP address. MFA is a simple best practice that adds an extra layer of protection on top of the username and password. When Syntech Operations administrators attempt to sign into an AWS website, they will be prompted for their username and password (the first factor—what they know), as well as for an authentication response from their AWS MFA device (the second factor—what they have). Taken together, these multiple factors provide increased security for your AWS account settings and resources.

Audit and Accountability

Auditable events are captured and stored at every layer within the system, recording and storing actions made within the environment. Capitalizing on the AWS CloudTrail provides increased visibility into user and resource activity by recording actions and API calls. This allows for identification of users and accounts that have called AWS, the source IP address from which the calls were made, and when the calls occurred. Next, the host virtual machines maintain audit logs for operating system level events. After the operating system level log, the system audit log tracks TLS authentication attempts and configuration changes, recording the username or hostname, time/date, event type, category (successful/unsuccessful) and source IP address of the machine where the attempt was made. Finally, the application log records identity of the users and devices that attempt to authenticate to the FMLive application. The application records user authentication attempts and account modifications (password changes, expired passwords, dormant account expiration, and account creation). Application audit data is stored in the FMLive database, and access is restricted to users with the 'Security' role assigned to their user account.

FMLive system and application logs are configured to log enough information to determine what type of event occurred, the date and time of the event, the location of the event, the source of the event, the outcome (success or failure) of the event, and the identity of the user/subject associated with the event and are monitored by the Syntech application administration team. The Application generates time stamps for all recorded events; all hosts and devices utilize Coordinated Universal Time (UTC) to ensure all events are correlated with a single authoritative source regardless of time zone.

Audit logs are reviewed continuously for signs of unauthorized access and elevation of information system privileges, unauthorized access to files, unapproved software, unusual access patterns, and repeated failed access attempts.



FMLive Information for:

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6. Description of compatibility of the vendor’s system with the City’s fuel dispensers and leak detection systems

Syntech’s Fuel Master units are compatible with the dispensers and Veeder Root systems in place today, and because we take a technically agnostic approach we offer the broadest possible range of current and future systems compatibilities as well. We have an aggressive software and firmware update roadmap to provide clients forward and backward compatibility beyond any one else in the industry. We simply ask our clients to work closely with our Authorized Distributors such as Fuel Serv and ourselves as new devices are contemplated so we can provide insight on all options.

7. Provision of fuel management system software.

Software as a Service Syntech’s FMLive system Syntech will deliver, train and make operational the software for the City of South Gate. Syntech also expects to be able to convert existing GasBoy data files into the Syntech cloud instance so that there will be continuity of operation and minimal setup required. WE will need to verify the database type and version to confirm, but we have done this for hundreds of legacy GasBoy clients. Details of the software are contained in response to your deliverable # 5 above, “Technical proposal including complete details of system hardware and software including functional features and technical environment”.

8. Description of reporting and data download features.

As the FMLive system is cloud hosted and available 24 x 7, real time, no “downloading” will be required. Any City of South Gate authorized person with appropriate permissions in the administration of the system, and using an authorized device can access data for inquiry or reporting purposes at any time, from anywhere. The database is extremely easy to report from, and custom reporting is no harder than building an excel spreadsheet from a database. All created report formats can be saved for reuse just as if they were standard reports in the system. Syntech is ready 24 x 7 to assist with system access, reporting or “how to” type questions. An FMLive reports guide is attached for reference:



FMLive Reports
Guide

9. Description of WIFI communication requirements.



FMLive Information for:

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Please see our response to Deliverable # 5 “Technical proposal including complete details of system hardware and software including functional features and technical environment” above for a detailed discussion of communications options. Syntech strongly recommends the direct to cloud option, but we can work through the City’s network if that’s preferred.

10. Description of warranty and support programs.

Syntech’s reputation was built on the support we provide to our customers. Success is measured through annual customer surveys, which rate customer satisfaction on a scale of 1 - 100. The Customer Satisfaction Center (CSC) has historically received a 95% satisfaction rating each year.

The FMLive system comes standard with a 1-year (or 15 months from shipping date) warranty that covers support and distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise. After that first year the annual license fee will also cover all software and firmware questions, issues and updates so that the system will always be current.

Ongoing hardware support is available via three extended maintenance plans with varying levels of support (below), allowing the customer to choose the best package for their operations.

| Service Level Agreement | Initial Warranty | Limited Maintenance | Standard Maintenance | Super Maintenance |
|---|------------------|---------------------|----------------------|-------------------|
| Unlimited phone support and diagnostics from 8am - 8pm EST, Monday - Friday, excluding holidays | X | X | X | X |
| Free software/firmware updates | X | X | X | X |
| Free repair parts (excluding acts of God) | X | | X | X |
| Free repair parts (including acts of God) | | | | X |
| Unlimited 24/7 phone support and diagnostics with no holiday restrictions | | | | X |
| Free certified technician site visits | | | | X |
| Dedicated product support technicians for your account | | | | X |



FMLive Information for:

City of South Gate- City Project No. 700-GEN



Extended Maintenance Agreements pdf:



The CSC is available 24/7/365 to assist in resolving issues with the FMLive application and hardware system components. CSC can be reached using any of the options below:

Toll-Free Number: (800)888-9136, Ext. 2

E-Mail: support@myfuelmaster.com

Fax: (850) 877-9327

Calls are resolved using a customer-assisted methodology where the support engineer and the customer work to remediate the issue. If replacement parts are necessary, they will be shipped to the customer location using the shipping method determined by the severity level of the issue. FMU hardware is modular and designed to be easily replaced without special training or tools. If on-site assistance is needed, the customer may arrange for a locally certified technician to visit the location and resolve the issue (customer will incur costs if not covered under an applicable maintenance plan).

Call Center Protocol

Syntech has developed a rating system to classify trouble calls. Severity Levels are based on the complexity of the issue and the impact to business and/or operational functions; the severity level also determines the shipping method for replacement parts. See the table below for severity levels and associated shipping methods.

| Severity 1 | Severity 2 | Severity 3 | Severity 4 |
|---|---|---|---|
| Complete or substantial loss of service or severe degradation of system that makes it unusable. Inability to use a mission-critical application. | Significant loss of service or high business impact. Any service that affects certain key officials (executive personnel). | Limited features for a small number of users (one to ten) are not functioning. Minimal business impact; problem may be bypassed. | A fault that has minimal business impact. |



FMLive Information for:

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| | | | |
|--|---|----------------------|----------------------|
| | Failure of a redundant system component. | | |
| Parts shipped overnight priority to arrive next business day prior to 10:30 am | Parts shipped priority standard to arrive next business day | Parts shipped ground | Parts shipped ground |

Table - Severity Levels

Syntech maintains an internal call ticketing system that provides a historical record of customer calls, resolution steps, and root cause. The system automatically uses this information to build a searchable knowledge base that technicians can use to quickly resolve customer calls. The system assigns a unique ID to each ticket which can be referenced during future calls.

Call tickets are continuously reviewed, even after resolution, using a keyword analysis to identify potential trends and common questions/issues. Any identified trends or common questions/issues are addressed with the FMLive Operations and Development staff, so they can be addressed in future releases.

11. Description of spare parts availability and pricing for controller components.

Because of our track record of long-lived durability, very few of our clients’ stock spare parts. Most rely on our Authorized Distributors like Fuel Serv to be able to provide same / next day service. Over 95% of our trouble tickets are resolved by having our technicians dialing into the FMU and discerning/correcting the problem with no parts required.

Depending on a chosen maintenance plan, spare parts needed to correct any service problems could be at no cost.

One urgent insurance option might be to consider stocking a “lightning kit” at a central location. A lightning kit contains all the key boards and components of an FMU and would give the City 24 x 7 spare parts availability, which could then be back filled as parts might be needed. The cost of a kit is \$4,500 as a consideration.



FM Live Information for:

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TASK 3 – INSTALL HARDWARE AND SOFTWARE

Pull (3) Electrical Building Dept. Permits: Fuel Serv will be responsible for obtaining three electrical permits from the City's Building Department. These permits are essential for the installation of the new FM Live terminals at three different locations in the City of South Gate.

Installation of (3) New FM Live Terminals: Fuel Serv will perform the installation of three new FM Live terminals at various locations. These installations will be carried out as specified for each location.

- **Public Works Yard:** At this location, the existing terminal will be removed, and the new one will be installed in the same location. This process will involve reusing the existing conduit, wire, cable, and pulsars to ensure a seamless transition to the new system.
- **Police Department (PD) and Parks:** For these locations, the installation process will involve mounting the FMU and, if needed, the installation of additional conduit, wire, and cable to take control of the dispensers. Specific components and equipment will be supplied and installed as necessary.

Prevailing Wage Labor: The installation work will include prevailing wage labor to meet regulatory requirements.

Exclusions: It is important to note that certain exclusions apply to this scope of work, including:

- As-built plans/drawings are not included.
- Return trips for training are not included.
- On-site meetings beyond the days of installation are excluded.
- Communication cable and/or hardware installation of any kind is not part of this scope.

Response to Specific Tasks: Fuel Serv is fully prepared to address each of the bullet points specified in Task 3:



FM Live Information for:



City of South Gate- City Project No. 700-GEN

Hardware Installation: Fuel Serv will be responsible for the installation of hardware, ensuring that all components are properly integrated and functional.

Meeting Electrical Code on Wiring and Conduit Installed: We will ensure that all wiring and conduit installed conform to the 2022 California Electrical Code, meeting safety and regulatory requirements.

Pulling Electrical Permit from City: Fuel Serv will pull the necessary electrical permits from the City's Building Department to facilitate the installation.

Generic List of Commonly Used Parts: While a generic list will be provided, the exact parts needed for each installation will be determined at the time of installation to ensure compatibility and efficiency.

Use of Steel Rigid Conduit: All exposed conduit used in the installation will be steel rigid conduit, offering durability and protection from environmental conditions.

Number of Permits: Fuel Serv will be responsible for pulling three electrical permits, as specified in the scope of work.

Resumes of Fuel Serv Employees: Resumes of Fuel Serv employees will be provided upon request to ensure transparency and confidence in the installation team's qualifications.

FMU Function Testing: Fuel Serv will test the FMU function upon completion of installation at each location. It's important to note that return trips for testing are not included in the scope.

It's also worth noting that software and other items are the responsibility of Syntech, as stated in the proposal.





TASK 4- PROVIDE TRAINING

Syntech uses its sound training experience to transfer knowledge to selected personnel on all systems, software, hardware, equipment and other technology installed in response to all objectives. We will institute a “train the trainer” program in every training evolution. Additionally, User, Operational and Troubleshooting manuals will be provided for all systems, software, hardware, equipment and other technologies. It has been our experience that training reinforcement is the best method by which individuals learn and retain knowledge. Our diverse education methods, perfected over decades by training over 8,500 customers, ensure maximum learning retention. The following proven training scenarios are available.

On-Site Training - Training shall be provided on site immediately after system startup on each type of hardware/software component, directly with individuals responsible for each functional area: software, maintenance and vehicles.

Webinars - Subsequently, a two-hour webinar conference will be scheduled after installation. This training is used to maximize retention of previously learned skills and to answer any questions personnel may have after using the systems.

Online Customer Training Course (accessible online) – A self-paced customer class accessible online with a library of manuals, guides, and other technical and operational reference material will be available. This course provides users with the basic information needed to operate the FuelMaster FMU and FMLive software at the customers own pace.

Classroom Training - Syntech offers a quarterly customer training at our corporate office in Tallahassee, Florida at no cost. This three-day course covers system software and hardware operations including common troubleshooting techniques. Classroom training mimics real world exercises (using actual dispensers, tank gauges and FuelMaster equipment) as closely as possible within the confines of a classroom. At the end of each training session, individuals attending the training will be given an exam to demonstrate their mastery of the training subject matter. Training data and test results will be maintained by Syntech and made available upon request. The training program is continually reviewed via attendee exams and surveys. Improvements are made to the training program when required. Data on training attendees, dates, curriculum, and test results will be maintained by Syntech and made available upon request.

Appendix D: Cost Proposal Form*

| Task | Item Description | Cost |
|------|--|-------------|
| 1 | Task 1: Project Management – includes cloud initiation services | \$ 1,100.25 |
| 2 | Task 2: Furnish Fuel Management System | |
| | A. Prokee/ Card reader (All 3 units), and one AIM system | \$32,924.7 |
| | B. AIM Titanium transmitter installed on 80 Vehicles (\$358.20 per vehicle) | \$28,656.00 |
| | C. One year warranty (Limited Maintenance Leve) | Included |
| | D. Cloud instance setup/ database conversion | \$3,248 |
| | E. Freight | \$810 |
| | F. Software support/ license fee for year 1 | \$5,692 |
| | G. Software support/ license fee & Maintenance Plan for year 2 | \$9,217 |
| | H. Software support/ license fee & Maintenance Plan for year 3 | \$9,217 |
| | <input type="checkbox"/> (Optional) Annual support costs in years 4 and beyond, hardware and | \$ 6,792.00 |
| 3 | Task 3: Install Hardware and Software | \$33,595.00 |
| 4 | Task 4: Provide Training | Included |
| | Any other costs not listed but recommended (provide details and use other lines as required) | |

*All prices quoted are valid for 60 days.

JAN 30 2024
5:40pm

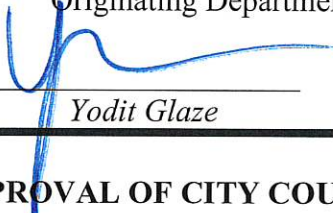
City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **February 13, 2024**

Originating Department: **Office of the City Clerk**

City Clerk:



Yodit Glaze

City Manager:



Rob Houston

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION: The City Council will consider:

- a. Approving the Special and Regular Meeting minutes of December 12, 2023;
- b. Approving the Special and Regular Meeting minutes of January 9, 2024; and
- c. Approving the Special and Regular Meeting minutes of January 23, 2024.

FISCAL IMPACT: None.

ANALYSIS: The minutes are provided to the City Council on the Wednesday prior to their regular business meeting. Amendments should be provided to the City Clerk's Office within 24 hours of a City Council Meeting so that verification of the record and corrections are made accordingly. A revised document will be provided to the City Council prior to the Meeting.

BACKGROUND: The minutes typically describe the events of the meeting and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues.

ATTACHMENTS: City Council Minutes

**CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JANUARY 23, 2023**

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:30 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Robert Houston, City Attorney Raul F. Salinas

1
PROCLAMATION The City Council issued a Proclamation declaring the month of January 2024, as National Slavery & Human Trafficking Prevention month in the City of South Gate.

2
PROCLAMATION The City Council issued a Proclamation declaring the month of January 2024, as National Mental Wellness Month.

3
PROCLAMATION The City Council issued a Proclamation declaring the month of January 2024, as National Mentoring Month.

4
PROCLAMATION The City Council issued a Proclamation declaring the month of February 2024, as National Teen Dating Violence Awareness Month in the City of South Gate.

5
PERSONNEL RECRUITMENT & SELECTION The City Council received and filed the list of new and promoted full-time employees hired or promoted during November and December 2023.

CLOSED SESSION The Council Members recessed into Closed Session at 6:28 p.m. and reconvened at 7:05 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)
 - a. Layton Kling v. City of South Gate
 - b. Paula Elias v. City of South Gate, et al.
 - c. Manuel Talavera Gonzalez, Lilia Gonzalez v. City of South Gate, et al.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 9, 2023

Item 1(a) is a personal injury case against the city. The city received a report by the City Attorney in closed session. The settlement is contingent upon the approval of the city's insurance carrier. The settlement is not yet finalized. The amount will be disclosed in accordance with the Brown Act. There was a motion made by Vice Mayor Davila and seconded by Council Member Barron and the vote was 5-0.

Item 1(b) is a traffic collision involving one of the city's employees. The city received a report on that. There was a motion made by Mayor Hurtado and seconded by Vice Mayor Davila authorizing the City Attorney to defend that matter and the vote was 5-0.

Item 1(c) is a traffic collision involving a bus operated by a city contractor providing services to the city. There was a motion made by Council Member Avalos and seconded by Vice Mayor Davila and on a vote of 5-0, the City Council the defense of that matter, but also requested that the case be tendered for defense to the city contractor involved.

2. CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code Section 54956.8

- a) Property APN: 6224-031-003
Property Address: 5037 Patata Street, South Gate, CA 90280
City Negotiator: Rob Houston, City Manager
Negotiating with: OMP
Under Negotiation: Terms of Payment

On Item 2(a), there was a presentation made by the City Manager regarding ongoing negotiation and upon conclusion of that presentation, guidance was given but there was no reportable action taken.

ADJOURNMENT

Mayor Hurtado unanimously adjourned the meeting at 7:11 p.m. and seconded by Vice Mayor Davila.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

**CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JANUARY 23, 2023**

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 7:11 p.m.

INVOCATION Tina Fierro, Deputy Director of Parks & Recreation

PLEDGE OF ALLEGIANCE: Yodit Glaze, City Clerk

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Robert Houston, City Attorney Raul F. Salinas

1
WASTEWATER MGMT The City Council unanimously approved items A, B, C & D by motion of Vice Mayor Davila and seconded by Council Member Barron:

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

- a. Conducted a public hearing pursuant to Section 6(a)(2) of Article XIII D of the California Constitution regarding the proposed sewer fee rate increases for which on November 14, 2023, the City mailed notifications to all real properties affected by the proposed increase to notify property owners or tenants receiving sewer service about the proposed rate increase;
- b. During the Public Hearing, considered all protests against the proposed increases;
- c. If written protests against the proposed increases are presented by the owner or tenant of a MAJORITY of the affected parcels of real property, comply with said Article XIII D by resolving to NOT increase the fee; and
- d. If written protests against the proposed fee are presented by the owners or tenants of LESS THAN A MAJORITY of the affected parcels of real property, resolve to INCREASE the fee as authorized by said Article XIII D.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2023

1
WASTEWATER MGMT
CONT'D

Arturo Cervantes, Director of Public Works, provided a background and stated that the funds would not be able to cover the expense of the update of the system. He went into depth and explained that over the course of 5 years there will be a deficit. He also explained the exact amount of the increase for tenants.

Robert Houston, City Manager, added that he feels they have provided the necessary information to let the public know about the increase and understanding the concept of funds being brought in going forward would be a reserve for future maintenance issues.

Council Member Avalos asked a clarifying question of single-family homes in comparison to multi-family homes and how they will be able to differentiate.

Mr. Cervantes explained how having an ADU would be considered either single family or multi family.

Mr. Nick, MPS, recommended asking the rate consultant to determine how ADU would be treated under this rate structure.

Council Member Barron added that anything built as an ADU would be considered a multi-family home.

Mr. Cervantes explained the difference of a commercial property as well.

Mayor Hurtado asked if anyone in the audience and zoom wished to speak on this item.

Thomas Buckley expressed frustration from residents on increasing utilities since there were some issues with the water bills in the past months.

Mario Dominguez stated he disagrees with a previous speaker and expressed support for the sewer rate and feels the increase is actually too low.

Liliana Jimenez states disagreement on the increase of the sewer rate as she is not sure where those funds are going to.

A resident expressed confusion as to when the proposed increase would take into effect and would like more community input to answer more questions.

Andrea Paulina, Hollydale St., expressed support for the increased sewer rate that will potentially take into effect.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2023

1
WASTEWATER MGMT
CONT'D

Ricardo expressed his concern for Prop 218 and how the votes would be considered.

Having no one else come forward, Mayor Hurtado closed the audience portion.

Mr. Cervantes confirmed that the rate increase would come into effect July 2024.

Council Member Barron asked when the last time we had a sewer rate increase and when was that fund operating in deficit.

Mr. Cervantes confirmed that the last time there was an increase was in 2010.

Wendy O' Kelly, Director of Finance, checked her records back from 2019 and was able to see a \$600,000 deficit during that time and explained she would have to check further back to confirm that answer.

Council Member Barron stated that the city has been funding the deficit in the past years. He also wants clarification on where the funds collected will be going to as many residents were still confused about that.

Mr. Cervantes explained that there has been no funding for COP and does not have the exact numbers. He confirmed that the funds would go to covering its own expenditures in the sewer system.

Council Member Barron continued to explain how the sewer rate increase is as low as a cup of coffee.

Mr. Cervantes explained how the 4-cent difference would continue after the first increase.

Council Member Rios asked at what point in the increase will be self-sustaining.

Mr. Cervantes answered with the accomplishments by year 5 and how there will be enough revenue and start generating a reserve.

Council Member Rios stated he did not see the notice and that some residents might have also not looked at it. He encourages better public notices to let Residents know about increases.

Mr. Cervantes explained the funding sources for expenditures that the city needs.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2023

1

WASTEWATER MGMT CONT'D

Ms. O'Kelly explained the salary savings and how it used to tie up the entire fund and meet the budget requirement.

Mr. Houston stated that they will make sure the public is aware of future enterprise funds to increase health in the community.

Mayor Hurtado explained that although he understands no one wants to see increases, but at some point, the increases have to happen.

Council Member Rios said that if the increase does not happen then it can affect other recreational projects.

Council Member Avalos asked if this increase is tied to the water rates.

Mr. Cervantes confirmed that it is not tied to water rates, but is tied to the water consumption.

Council Member Avalos stated how more damage will occur to our general fund if no increase is established.

Jose De La Paz, City Treasurer, echoed the comments from previous comments and asked if this does not move forward what is the impact.

Ms. O'Kelly answered that we are looking at 1.1 million dollars from the general fund every year in expenditures.

Mayor Hurtado stated he understands the increase is uncomfortable for everybody, but it has to be done.

Vice Mayor Davila stated support of the funding needed for the increase.

Yodit Glaze, City Clerk, stated the votes: 6 total protests received at Clerk's Office.

Raul F. Salinas asked if there was additional data to be reported out.

Ms. Glaze stated there were 16,951 notifications sent out to our city and 8,077 protests and only received 6 protests.

2

GENERAL PLAN

Following the conclusion of the Public Hearing, the City Council unanimously approved items A & B by motion of Mayor Hurtado and seconded by Council Member Rios:

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2023

2

GENERAL PLAN CONT'D

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

- a. Resolution No. 2024-03-CC entitled Resolution of the City Council of the City of South Gate, California, adopting the findings as outlined in the Final Draft 2021-2029 General Plan Housing Element Update; and
- b. Declaring the Final Draft 2021-2029 General Plan Housing Element Update is in compliance with the Environmental Impact Report prepared and adopted for the General Plan 2035 and no further environmental study is required.

Meredith Elguira, Director of Community Development, introduced Veronica Tan and expressed hopes of this being the final presentation as they are very close to being in compliance.

Veronica Tam, Veronica Tam and Associates, explained certifications needed to become in full compliance with state law. The key component of the Housing Element is the housing assessment and that is the number of housing units that every single jurisdiction within the states has to be responsible for. In South Gate, there are 8,282 new housing units. She also stated she will request an expedited review from the state.

Mayor Hurtado asked if anyone in the audience and zoom wished to speak on this item.

Mario Dominguez stated there would not be enough land to increase the building of housing. He would like to see more development between Tweedy and Atlantic.

Liz Ruiz, Kauffman Ave, stated support of more housing, but is concerned about the safety of residents.

Thomas Buckley stated concern about the Homeless crisis getting worse and brought up concerns of the infrastructure.

Ricardo voiced that there should be affordable housing for current residents as well as transit friendly neighborhoods.

Having no one else come forward, Mayor Hurtado closed the audience portion.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2023

2

GENERAL PLAN CONT'D Mayor Hurtado made a comparison on the population of a different city as opposed to South Gate. He voiced that there could be an overcrowding situation by bringing in more housing units.

Council Member Avalos asked to consider a lot of the needs the community needs.

Ms. Elguira confirmed that there is 8% affordable housing and added it up to 10%.

Council Member Rios addressed the concern of residents leaving South Gate as schools are becoming crowded. He feels housing costs could be the issue to residents deciding to leave.

Mr. De La Paz commented on the housing situation and clarified that we need the funding to be able to create more housing.

Ms. Elguira explained the funding that is needed and what it would be used for in the Housing development.

COMMENTS FROM THE AUDIENCE - (NON-AGENDA ITEMS)

Thomas Buckley asked if there could be an adopted protocol for special city council meetings as regular council meetings have been starting after 6:30 pm. He also commented on UWS going through the recycling to make inspections.

Mario Dominguez suggested there should be music as residents wait for the zoom meetings to begin. He also continued with requesting the camera system for the council chambers.

Bill Wallace, 8823 Beaudine Ave, announced the petition for children and grandchildren with inherited property.

Liz Ruiz, Kauffman Ave, addressed the poor condition of the slides at South Gate Park. She also addressed concerns of the Tweedy and Long Beach Blvd Street project as there was a covering of asphalt on a sidewalk. Lastly, she commented on how grateful she is for having the city council meetings via zoom and suggested having a chat available.

Paula commented that residents should understand the walkway that is accessible and not stepping on the landscaping. She also commented that UWS is in the right in going through the recycling as it is public domain once the trash is outside.

A Resident requested an update on the Tweedy Mile Street project.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2023

COMMENTS FROM THE AUDIENCE - (NON-AGENDA ITEMS) CONT'D

Ricardo raised concerns about rising rents in the city as most are using most of their income to cover their rent.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works, spoke on the projects that are starting that will inconvenience residents. He explained that the city is outgrowing its infrastructure and therefore must begin these projects to better serve the community.

Tina Fierro, Deputy Director of Parks and Recreation, provided an update on the slide issues and stated the slides have been ordered to be replaced. She also spoke on events and classes being offered at the Parks and Recreation department.

Meredith Elguira, Director of Community Development, explained that there will be inspections for participants of Section 8 and stated the rent cannot exceed 10% for the following year.

Wendy O'Kelly, Director of Administrative Services, reported on the LIWAP event that occurred and stated there were 33 customers that applied for assistance and approved 8 of the customers on site. She also provided an update for the action report for the fiscal year.

Jon Hamilton, Director of Human Resources, provided an update of current positions available.

Darren Arakawa, Chief of Police, reported on the Explorers and their achievements and spoke on an incident regarding a Police Officer and a drunk driver. He communicated concerns and the plan is to do more enforcement for DUI drivers.

Mayor Hurtado added that DUI issues have been an ongoing problem.

Rob Houston, City Manager, spoke on the Centennial Ball and his experience. He expressed his appreciation for his Role and looks forward for the work he will partake in.

Raul F. Salinas, City Attorney, had nothing to report.

Ms. Glaze reported on how the City Clerk's Office is working closely with LA County Registry in preparing for the upcoming elections. She encourages residents to register to vote for the upcoming elections. She also mentioned the Auditorium does not meet the requirements for the voting location as it does not meet the needs of the community, but she will confirm.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2023

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Jose De La Paz, City Treasurer, asked the Chief of Police if we have looked into speed cameras. He also asked about the bricks being placed.

Chief Arakawa explained that the particular law does not apply to smaller cities, but eventually he is hoping it will take into effect.

Ms. Fierro explained that the bricks will be placed after the construction.

Council Member Avalos asked if South Gate Park Henry Auditorium would be able to be a voting place. She also spoke on the conference she is currently attending with Vector Control.

Council Member Barron asked about the water rebate program and if there was a cut-off date for that. He also asked about an update on Circle Park. He emphasized the importance of listening to the community and being able to speak up on issues or concerns they may have.

Ms. O'Kelly stated that a cut-off date has not been determined.

Mr. Cervantes provided the update on the design elements of Circle Park.

Council Member Rios announced an event on February 3rd and invited the public to attend. He also looks forward to the swimming pool opening.

Vice Mayor Davila extended her thanks for the organizers of the Centennial Ball. She spoke on the event she attended with the County Sanitation Committee and urges the public to keep safe by using masks. She announced the new name for the West Santa Ana Branch line as the Southeast Gateway.

Mayor Hurtado spoke on the efforts of staff and the services the city provides. He announced events he will be attending in February and the Centennial Ball.

CONSENT CALENDAR

Agenda Items 3, 4, 5, 6, 7, and 8 were approved by motion of Council Member Rios and seconded by Vice Mayor Davila.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes (recused from voting on item 4); Vice Mayor Davila, yes; Mayor Hurtado, yes (recused from voting on items 3, 4, and 7).

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2023

3

STREETS/SIDEWALKS/ LANDSCAPING

The City Council made a finding and adopted Resolution No. 2024-04-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code during consent calendar.

4

TRANSPORTATION PLANNING/ADMIN

The City Council approved items A & B during consent calendar:

- a. Amendment No. 8 to Contract No. 2796, Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority ("MOU") retroactively extending the grant funds lapsing date from February 28, 2022 to February 29, 2024, for the Firestone Boulevard Regional Corridor Capacity Enhancement, Metro Project ID No. F3124, City Project No. 476-TRF, for the 2009 Call for Projects Program grant funds; and
- b. Authorized the Mayor to execute Amendment No. 8 in a form acceptable to the City Attorney.

5

HOLLYDALE PARK ADMIN

The City Council unanimously approved items A, B & C during consent calendar:

- a. Amendment No. 3 to Contract No. 2022-77-CC with Z&K Consultants, Inc., to provide additional construction management and inspection services for the Hollydale Community Park Renovation, City Project No. 607-PRK, at a not to exceed cost of \$43,414;
- b. Authorized the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney; and
- c. Authorized the City Manager to approve and execute subsequent amendments, should they be needed, to oversee the project through construction completion in an amount not to exceed \$50,000 monthly or \$150,000, in the aggregate, to be funded with budgeted grant funds.

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2023

6

WATER

The City Council unanimously approved items A, B, C, D, E & F during consent calendar:

- a. Agreement (Contract No. 2024-03-CC) with T.E. Roberts, Inc., to replace 1725 water meters under the Automatic Meter Reading Upgrade - Phase 3, City Project No. 649-WTR, in an amount not-to-exceed \$1,267,250;
- b. Appropriated \$500,000 in Water Funds to fully fund the Automatic Meter Reading Upgrade - Phase 3, City Project No. 649-WTR;
- c. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney;
- d. Authorized the City Manager to approve up to \$120,000 in construction change orders that may arise;
- e. Approved the Notice of Exemption for the Automatic Meter Reading Upgrade - Phase 3 City Project No. 649-WTR; and
- f. Directed the City Clerk to file the Notice of Exemption with the Los Angeles County Recorder's Office.

7

CITY FACILITIES MGMT The City Council approved items A & B during consent calendar:

- a. Authorized the City Manager to approve a Purchase Order with HERC Rentals to fund equipment rentals that were temporarily provided to operate and/or supplement the HVAC systems at City Hall, the Police Station, and Sports Center from August through October of 2023, in an amount not to exceed \$175,690; and
- b. Appropriated \$175,690 in General Funds to fund the purchase order with HERC Rentals.

8

**CITY COUNCIL
APPOINTMENTS**

The City Council unanimously approved items A, B, C & D during consent calendar:

- a. Removed Council Member Maria del Pilar Avalos' current appointee, Brigida Salinas, from the Planning Commission and ratified the nomination by Council Member Maria del Pilar Avalos of Jenny Perez to the Planning Commission;
- b. Ratified the nomination by Council Member Al Rios of Susan F. Janer to the Citizens Advisory Committee;

REGULAR CITY COUNCIL MEETING MINUTES OF JANUARY 23, 2023

8
CITY COUNCIL

- APPOINTMENTS CONT'D
- c. Ratified the nomination by Council Member Al Rios of Angelica Martinez to the Citizens Advisory Committee; and
 - d. Ratified the nomination by Council Member Al Rios of Richard Gonzales to the Citizens Advisory Committee.

9
COMMUNITY DEVELOPMENT/
HOUSING

The City Council unanimously received and filed a report on the South Gate 2023 Homeless Census Report by City Net by motion of Mayor Hurtado and seconded by Vice Mayor Davila.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

10
WARRANTS

The City Council unanimously approved the Warrant Register for January 23, 2024, by motion of Council Member Barron and seconded by Council Member Rios.

| | |
|-----------------------------------|----------------------|
| Total of Checks: | \$2,861,368.59 |
| Less: Voids | \$ (7,500.00) |
| Less: Employee Payroll Deductions | <u>\$ 392,128.20</u> |
| Grand Total: | \$2,461,740.39 |

Cancellations: 98996, 104280

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

ADJOURNMENT

Council Member Barron adjourned the meeting in memory of Elizabeth Okech, Daughter of Steve Costley, at 8:58 p.m. and seconded by Council Member Avalos.

PASSED and APPROVED this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

FEB 08 2024

10:35 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **February 13, 2024**

Originating Department: **Public Works**

Department Head:

Arturo Cervantes
Arturo Cervantes

City Manager:

Rob Houston
Rob Houston

SUBJECT: RECEIVE AND FILE A PRESENTATION OF THE TWEEDY MILE COMPLETE STREETS PROJECT, CITY PROJECT NO. 614-ST, FEDERAL PROJECT NO. ATPL-5257(039)

PURPOSE: The Tweedy Mile Complete Streets Project is a part of the Fiscal Year 2023/24 Capital Improvement Program. It is in the design phase and undergoing the public outreach process. The last step in the outreach process is to present the project to the City Council to obtain public input.

RECOMMENDED ACTIONS: Receive and file a presentation of the Tweedy Mile Complete Street Project, City Project No. 614-ST, Federal Project No. ATPL-5257(039) and collect public input.

FISCAL IMPACT: There is no fiscal impact as a result of this presentation. The project is budgeted in the Capital Improvement Program (CIP). The total approved project budget is \$8,250,000 and is funded with \$2,480,000 in Proposition C Funds, \$200,000 in Measure R Funds, \$950,000 in SB1 Funds, and \$4,620,000 in Active Transportation Program ("ATP") Funds.

ALIGNMENT WITH COUNCIL GOALS: The Tweedy Mile Complete Streets Project (Project) meets the requirements and is consistent with the design recommended in the Tweedy Mile Specific Plan dated March 2019 and approved by the City Council on March 12, 2019.

ANALYSIS: The Project is undergoing design and planned for construction bidding in March of 2023. As part of the Project's design development process, the Department of Public Works has implemented a public outreach plan to give recognition to the need to design the Project in a manner that considers the public's interest and concerns. Public outreach requirements for the design phase have been completed; with the exception of tonight's Council Meeting.

The outreach plan included venues through which public input was obtained as listed below.

| Meeting Date | Meeting Type | Target Audience | Attendees |
|--------------------|----------------------------|------------------------|------------|
| August 31, 2023 | 2 Virtual Meetings | Business Owners | 7 |
| | | General Public | 7 |
| September 21, 2023 | Hybrid (Virtual/In-person) | General Public | 9 |
| September 14, 2023 | Door-knocking/In-person | Properties within 500' | 900 flyers |

The outreach meetings were promoted via social media, the City's website, and email blasts. Some outreach material was developed in English and Spanish. The City's CIP website also includes project and contact information.

Input was collected with general support for the project, with no opposition to any elements of the proposed improvements. However, there was interest in electronic arrival boards at the bus shelters; improving street lighting and traffic signals; undergrounding the cables for the lighting of the trees along Tweedy Boulevard; using a different design for the bike racks; and the addition of left-turn pockets at signalized intersections.

BACKGROUND: The Tweedy Mile is the City's downtown business district, located on Tweedy Boulevard. It is lined with a variety of commercial businesses. Tweedy Mile is a business area. Tweedy Boulevard serves daily traffic volumes of 26,000 vehicles and daily pedestrian crossing volumes of an average of 461 per intersection. Within Tweedy Mile, the boulevard is equipped with four travel lanes, sidewalks, 10 signalized intersections and extensive signing and striping. Tweedy Boulevard has a dated design and is in need of rehabilitation. There is a need to make improvements to enhance safety, for traffic calming and improve circulation. Pavement conditions have deteriorated, and sidewalks are in need of spot repairs.

The Project was added to the CIP to improve the Tweedy Mile, from Dearborn Avenue to Dorothy Avenue. The design proposed by the Project is strategically based on the City's Tweedy Mile Specific Plan (Plan), further, based on the Project grant funds.

Taking over five (5) years to complete, the Plan was approved by the City Council on March 12, 2019. During its development, the Plan had an extensive public outreach process collecting input to identify the needs of the Tweedy Mile corridor, challenges, and the interest of the general public and businesses. Careful consideration was given to traffic conditions as the corridor serves heavy vehicular and pedestrian volumes daily. The Plan considered various options for the roadway design in where two road diet concepts were being considered to reduce Tweedy Boulevard to one lane in each direction. The road diet concepts were not recommended. The facts and challenges precluded the road diet from being recommended (e.g. high traffic volumes, neighborhood impacts, costly and significant implementation issues). Traffic volumes were a primary challenge. It was indicated that shopping districts with one-lane streets typically have vehicle volumes in the 9,000 to 15,000 daily range whereas in 2014, Tweedy Boulevard was identified to have 26,000. As such, the Plan recommended the option that did not include the road diet.

The Plan recommended a hybrid road design alternative which preserved the 4-traffic lanes but

focused on traffic calming measures and enhancing the pedestrian environment. The Plan calls for a roadway design with two lanes in each direction with parking on both sides; additional corner bulb outs; expanded parklet in lieu of sidewalk widening; upgraded street furniture; and sharrows for bikeway. Such modifications create a widened sidewalk effect similar to road diets while enhancing safety in a manner that does not preclude constructing a road diet in the future. The Plan consultant provided examples of successful similar streets such as East 2nd Street in Long Beach, Colorado Boulevard in Pasadena, Coast Highway in Laguna Beach and Whittier Boulevard in East Los Angeles which with two travel lanes per direction, without road diets.

The proposed Project includes the roadway design recommended by the Plan. As such, it meets the goals stated in the Plan: A complete street with convenient access from the neighborhoods, walkable, bikeable, transit access, convenient parking, calm traffic on Tweedy Boulevard, as well as safety features such as pedestrian crossing enhancements and eliminating unprotected crosswalks.

Further, the proposed Project design is in compliance with the grant funding provided. The grant received was based on an application that included the recommended road design from the Plan. As such, the proposed design must be consistent to qualify for grant reimbursement.

The purpose of the Project is to enhance pedestrian, bike, motorist safety, traffic calming, and deferred maintenance. The proposed improvements include, but are not limited to, the following:

- Fixing the street by repaving the roadway, restoration of pavers, repairing sidewalks, and reconstructing curb ramps to meet ADA, from Dearborn Avenue to Dorothy Avenue.
- Constructing street corner bulb-outs at 21 intersections and parklets at two (2) locations mid-block.
- Installing rapid flashing warning lights and high visibility improvements at four (4) uncontrolled student crosswalks.
- Installing high visibility crossing improvements at 11 uncontrolled crosswalks.
- Installing bike improvements such as bike racks, bike signage, and sharrows to share the outer traffic lane with motorists.
- Installing street furniture such as bus shelters, trash receptacles, and benches.
- Installing way finding signage for Tweedy Mile parking lots.
- Landscaping such as shade trees, bushes and low growing plants.

The City has programmed \$8.2 million to fund improvements on Tweedy Mile. This amount is not enough to address all of the needs of the corridor; however, the Department of Public Works included additional design improvements in case low bids were received. These additional improvements will be bid for construction; however, they will only be awarded for construction if there is sufficient funding. The additional improvements include the following: Installation of

67 steel bollards at all unsignalized intersections including bulb-outs, additional parklets at 34 locations, 11 bus shelters, and pedestrian heads and pedestrian push buttons at all 9 signalized intersections. These improvements could be added if favorable bids are received during the construction bid opening or additional funding is allocated.

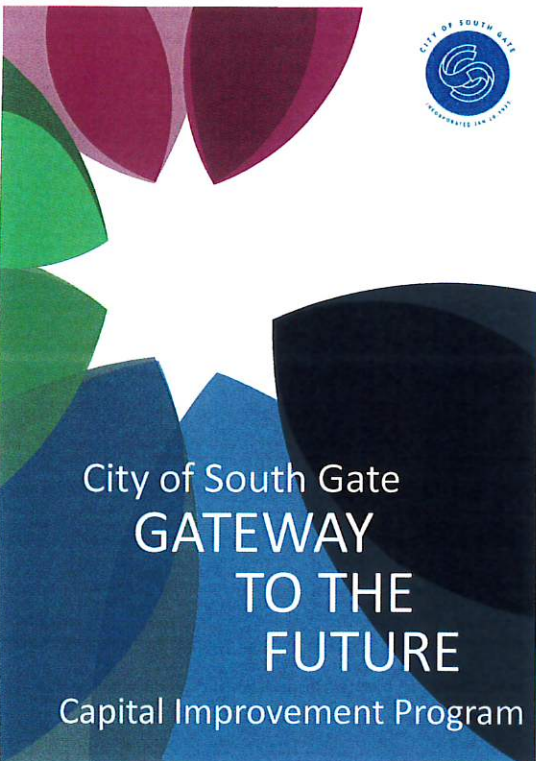
Further, due to funding availability, there are changes that will not be made, neither included in the base bid nor additive alternates. For example, only 2 of 13 bus stops will be improved/replaced; 4 of 38 sitting areas will be replaced; electrical overhead wiring will not be moved underground; traffic signals will not be modified, and left-turn pockets will not be installed, etc.

On March 8, 2022, the City Council awarded a contract to KOA Corporation to provide engineering plans, specifications and estimates for the Project in the amount of \$704,506. The design began in April 2022 and is planned to be completed in March 2024.

The Project will be ready to go out to bid in March of 2024. Construction is planned to begin in early Summer of 2024.

ATTACHMENT: Project Fact Sheets

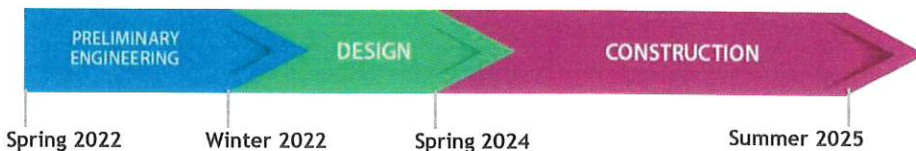
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Tweedy Mile Complete Streets Project

The City of South Gate will implement the Tweedy Mile Complete Streets Project to enhance safety and mobility in the community! This project is a multi-million dollar investment that aims to meet the needs of residents by enhancing pedestrian, bicycle and motorist safety, improving pavement conditions, and beautify Tweedy Boulevard between Dearborn Avenue and Dorothy Avenue. Funded with local and federal grant funds, the project will include several pedestrian improvements like curb extensions, curb ramps, parklets, new street furniture, pedestrian related traffic signal improvements, and pavement rehabilitation along the Tweedy Boulevard corridor.

Project Development Process



Project at a Glance

Project Cost: Approximately \$8.25 Million

Project Area: Tweedy Boulevard from Dearborn Avenue to Dorothy Avenue

Project Helpline: (323) 357-9814

Project Email: PWengineering@sogate.org

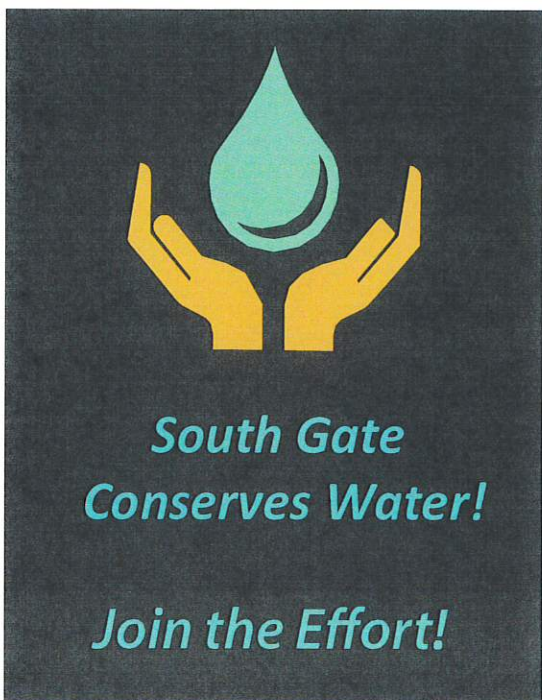
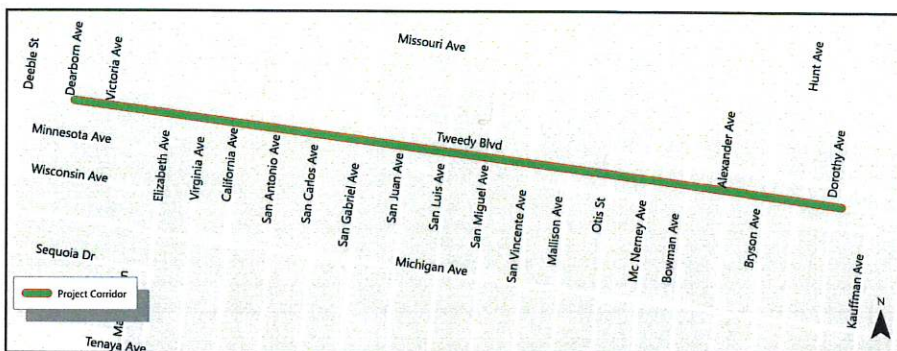
Project Website: www.cityofsouthgate.org

Project Implementation Milestones

- Design phase is planned for completion in Winter 2023.
- Public outreach to begin in Fall 2023 and will be carried out to project completion.
- Construction bidding is planned for Winter 2023.
- Construction phase is scheduled to start in Spring of 2024.

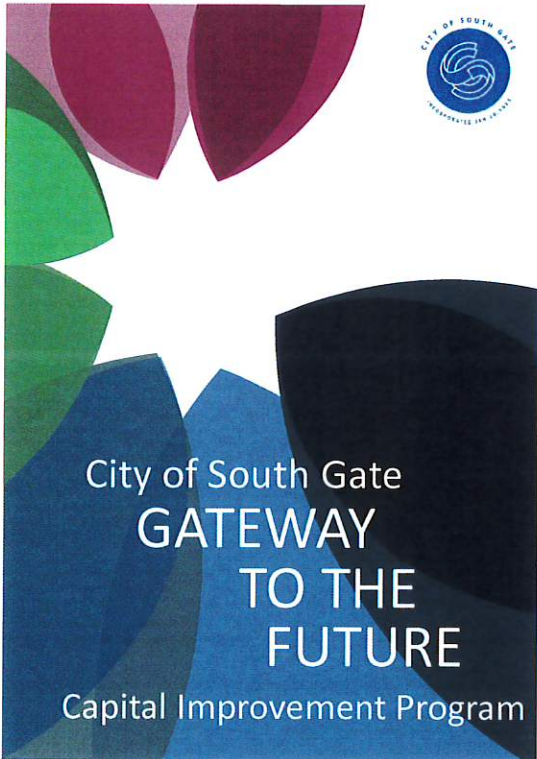
Project Benefits

- Pavement rehabilitation and sidewalk repairs
- Enhance pedestrian, bicycle and motorist safety and traffic calming
- Beautification and revitalization
- Supports Alternative Modes of Transportation
- Supports enhancing the environment
- Comply with Americans with Disabilities Act (ADA) requirements



City of South Gate
 Department of Public Works
 8650 California Avenue
 South Gate, CA 90280

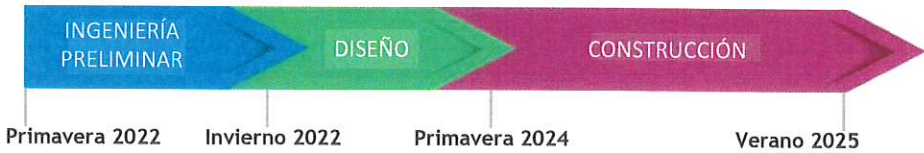




Proyecto de Tweedy Mile Complete Streets

La ciudad de South Gate implementará el Proyecto Tweedy Mile Complete Streets para mejorar la seguridad y la movilidad en la comunidad. Este proyecto es una inversión multimillonaria que tiene como objetivo satisfacer las necesidades de la comunidad mejorando la seguridad de los peatones, ciclistas y automovilistas, la rehabilitación del pavimento y el embellecimiento en Tweedy Boulevard entre Dearborn Avenue y Dorothy Avenue. Financiado con fondos locales y federales, el proyecto incluirá varias mejoras peatonales como extensiones de acera, rampas de acera, mini parques, mejoras peatonales que añaden mas tiempo para cruzar las calles, y rehabilitación del pavimento a lo largo del corredor de Tweedy Boulevard.

Proceso de desarrollo de proyecto



Hitos de implementación del proyecto

- La fase de diseño está prevista para completarse en el invierno de 2024.
- La campaña pública comenzará en el otoño de 2023 y se llevará a cabo hasta la finalización del proyecto.
- La licitación de la construcción está prevista para el invierno de 2023.
- La fase de construcción está programada para comenzar en la primavera de 2024.

Beneficios del proyecto

- Rehabilitación de pavimentos y reparación de aceras
- Mejorar la seguridad de peatones, ciclistas y automovilistas y calmar el tráfico
- Embellecimiento y revitalización
- Admite modos alternativos de transporte
- Apoya la mejora del medio ambiente.
- Cumplir con los requisitos de la Ley de Estadounidenses con Discapacidades (ADA)

Detalles del Proyecto

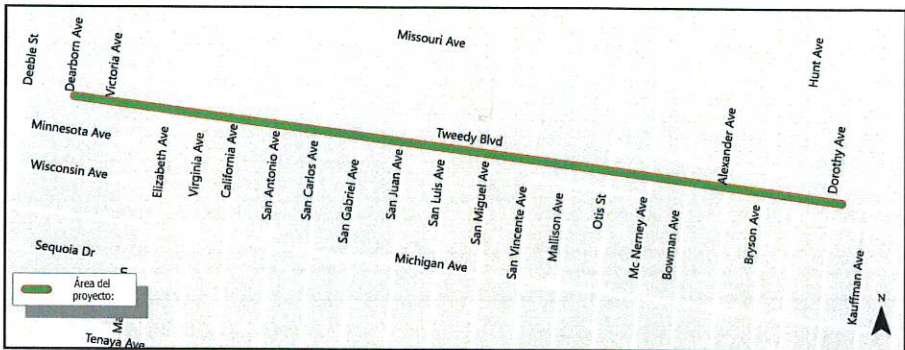
Costo del proyecto: Aproximadamente \$8.25 Milliones

Área del proyecto: Tweedy Boulevard entre Dearborn Avenue a Dorothy Avenue

Contacto del proyecto: (323) 357-9814

Correo electrónico: PWengineering@sogate.org

Sitio web: www.cityofsouthgate.org



¡South Gate Conserva Agua!

¡Únase al Esfuerzo!

City of South Gate
 Department of Public Works
 8650 California Avenue
 South Gate, CA 90280





TWEEDY MILE COMPLETE STREETS PROJECT

Join our community meeting to learn about the proposed improvements and provide your input.

Council Chambers
8650 California Ave

AND

Zoom Meeting:

Phone 1 (669) 900-6833

Webinar ID: 867 5507 7985

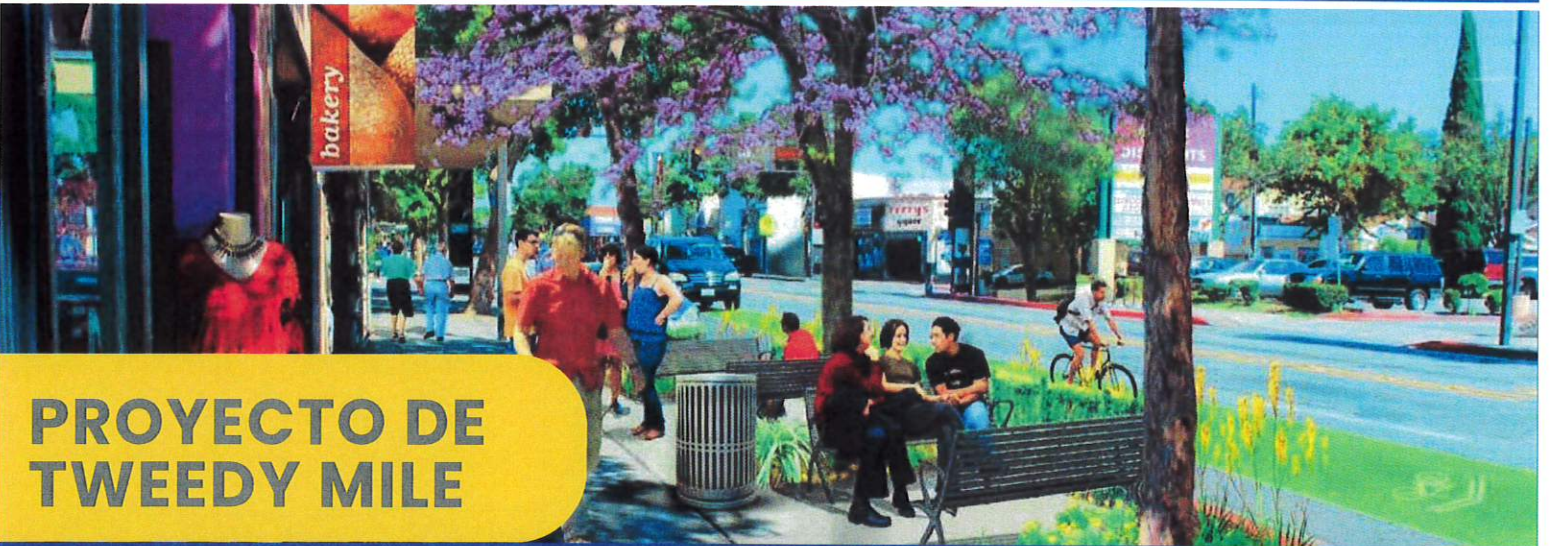
<https://us02web.zoom.us/j/86755077985>



Thursday,
September 21
6 – 7 PM



City of
South Gate



PROYECTO DE TWEEDY MILE

Únase a nuestra reunión comunitaria para conocer mas del proyecto y dar su opinión.

Ayuntamiento de South Gate
8650 California Ave

Y

Junta Virtual por Zoom

Teléfono 1 (669) 900-6833

Webinar ID: 867 5507 7985

<https://us02web.zoom.us/j/86755077985>



Jueves,
21 de septiembre
6 – 7 PM



City of
South Gate



Tweedy Mile Complete Streets Project

City of South Gate

GATEWAY TO THE FUTURE

Capital Improvement Program

Tweedy Mile Complete Streets Project *Proyecto Tweedy Mile Complete Streets*

Enhancing Safety and Mobility

We would like to hear from the South Gate community! Help us enhance safety and mobility by joining our virtual community meeting to discuss the **Tweedy Mile Complete Streets Project**. This project aims to enhance pedestrian, bicycle and motorist safety, pavement conditions, and beautify Tweedy Boulevard between Dearborn Avenue and Dorothy Avenue. The proposed improvements include:

- Curb extensions
- Sidewalk and curb ramp repairs to meet ADA requirements
- Pavement Rehabilitation
- Street furniture and parklets
- Pedestrian activated flashing beacon systems
- Bus shelter enhancements

The City of South Gate invites you to join the upcoming meeting to learn more about the proposed improvements and the implementation schedule. Your input will be crucial to improving safety and mobility in South Gate!

Please join us:

MEETING FOR BUSINESSES:
Date: Thursday, August 31, 2023
Time: 12 -1 PM

Contact: Jose Loera at
323.563.9578 and
jjoera@sogate.org

Join Zoom Meeting:
<https://us02web.zoom.us/j/85275638436?pwd=ZG91MjNrQmIWclVhTXlrMmJSSkdSdz09>
or Phone +1 (669) 444-9171
Meeting ID: 852 7563 8436
Password: 393437 or visit the city's website under current events for zoom link.

Mejorar la seguridad y movilidad

Ayúdenos a mejorar la seguridad y la movilidad uniéndose a nuestra reunión comunitaria virtual para platicar sobre el **Proyecto de Tweedy Mile Complete Streets**. Este proyecto tiene como objetivo satisfacer las necesidades de la comunidad como mejorando la seguridad de los peatones, ciclistas y automovilistas, la rehabilitación del pavimento y el embellecimiento en Tweedy Boulevard entre Dearborn Avenue y Dorothy Avenue. Las mejoras propuestas incluyen:

- Extensiones de acera
- Reparaciones de aceras y rampas de bordillo para cumplir con ley para Estadounidenses con Discapacidades (ADA)
- Rehabilitación del pavimento
- Mejoras peatonales y mini parques
- Sistemas de balizas intermitentes activadas por peatones
- Mejoras para paradas de autobús

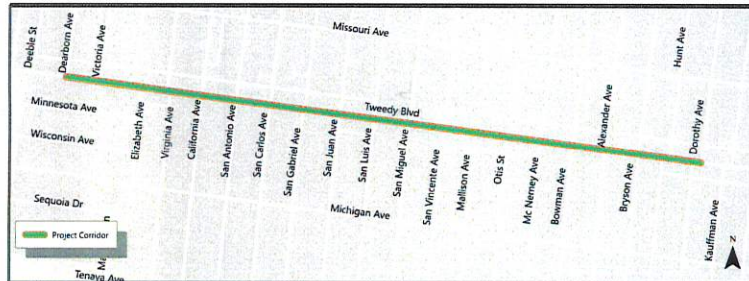
La ciudad de South Gate lo invita a unirse a la próxima reunión para obtener más información sobre las mejoras propuestas y el calendario de implementación. ¡Con sus comentarios, usted puede ayudar a mejorar la seguridad y la movilidad en South Gate!

Por favor acompañenos:

REUNIÓN PARA EMPRESAS:
Fecha: Jueves, 31 de agosto de 2023
Hora: 12 - 1 PM

Contacto: Jose Loera en el
323.563.9578 y
jjoera@sogate.org

Unirse a la reunión de Zoom:
<https://us02web.zoom.us/j/85275638436?pwd=ZG91MjNrQmIWclVhTXlrMmJSSkdSdz09>
or Phone +1 (669) 444-9171
Meeting ID: 852 7563 8436
Password: 393437 o visite el sitio web de la ciudad en "current events" para el enlace de zoom.



City of South Gate
Department of Public Works
8650 California Avenue
South Gate, CA 90280

WARRANT REGISTER FOR COUNCIL MEETING 2/13/2024

PART I

apChkLst
01/17/2024 1:20:40PM

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> |
|--|-------------|---------------|-----------------------------|-----------------|--------------------|------------------------------|--------------------|
| 104362 | 1/18/2024 | 0012107 | CALIFORNIA STATE DISBURSEMI | Ben325710 | 1/18/2024 | CA STATE DISB. UNIT. PAYMENT | 623.06 |
| | | Voucher: | | | | | 623.06 |
| 104363 | 1/18/2024 | 00002138 | FRANCHISE TAX BOARD | Ben325708 | 1/18/2024 | GARNISHMENT - FRANCHISE TA | 127.23 |
| | | Voucher: | | | | | 127.23 |
| Sub total for BANK OF THE WEST: | | | | | | | 750.29 |
| Grand Total All Checks: | | | | | | | 750.29 |

2 checks in this report.

WARRANT REGISTER FOR COUNCIL MEETING 2/13/2024

PART II

apChkLst
01/17/2024 2:11:50PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|-----------|-------------------------------------|-------------------|------------|-----------------------------------|--------------------------------|---------------------|
| 104365 | 1/17/2024 | 00003529 AT&T | 960-449-6558 01/2 | 1/1/2024 | BILLING PRD- JAN 2024 (\$ 222.55 | 242.55 | 242.55 |
| | | Voucher: | | | | | |
| 104366 | 1/17/2024 | 0012980 CHARTER COMMUNICATIONS | 108308401010124 | 1/1/2024 | JAN 2024 FIBER OPTICS FOR RA | 890.31 | 890.31 |
| | | Voucher: | | | | | |
| 104367 | 1/17/2024 | 0010237 FRONTIER COMMUNICATIONS | 209-057-1084-01/2 | 1/1/2024 | BILLING 01/01/24-01/31/24, ACCT: | 42.57 | 42.57 |
| | | Voucher: | | | | | |
| 104368 | 1/17/2024 | 00004934 GAS COMPANY | 083 407 6536 4 12 | 12/21/2023 | BILLING PRD- 11/20/23-12/19/23 | 17.92 | |
| | | Voucher: | 189 300 9500 7 12 | 12/18/2023 | BILLING PRD- 11/15/23-12/14/23 | 14.30 | 32.22 |
| 104369 | 1/17/2024 | 00004869 GOLDEN STATE WATER COMPAN | 73744100006 -12/ | 1/3/2024 | BILLING PRD- 11/30/23-01/03/24 | 278.38 | |
| | | Voucher: | 53744100008 - 12/ | 1/3/2024 | BILLING PRD- 12/04/23-01/03/24 | 270.91 | |
| | | | 33744100000 - 12/ | 1/3/2024 | BILLING PRD- 11/30/23-01/02/24 | 232.87 | |
| | | | 63744100007 - 11/ | 12/18/2023 | BILLING PRD- 11/01/23-11/30/23 | 229.99 | |
| | | | 73744100006 -11/ | 12/13/2023 | BILLING PRD- 11/04/23-11/30/23 | 229.99 | |
| | | | 29007447310 - 12/ | 1/4/2024 | BILLING PRD- 12/01/23 -01/03/24 | 78.86 | |
| | | | 32809400008 - 12/ | 1/3/2024 | BILLING PRD- 11/30/23 -01/02/24 | 56.40 | 1,377.40 |
| 104370 | 1/17/2024 | 0009764 GOVERNMENT FINANCE OFFICE | 00018304 | 12/26/2023 | FY 2023 CERTIFICATE OF ACHIE | 610.00 | 610.00 |
| | | Voucher: | | | | | |
| 104371 | 1/17/2024 | 00004717 PETTY CASH- GENERAL FUND - | 12/06/23-01/09/24 | 1/16/2024 | 12/06/23-01/09/24 - PETTY CASH | 781.07 | 781.07 |
| | | Voucher: | | | | | |
| 104372 | 1/17/2024 | 00002335 PITNEY BOWES | DEC 2023 | 1/16/2024 | RESERVE ACCT (#34719070) DEI | 3,000.00 | 3,000.00 |
| | | Voucher: | | | | | |
| 104373 | 1/17/2024 | 00004338 SEQUEL CONTRACTORS INC | 607-6 | 11/10/2023 | CONSTRUCTION OF THE CITYW | 1,448,994.05 | |
| | | Voucher: | 616-01 | 11/7/2023 | 9/11/2023-10/20/2023 - LONG BEA | 584,783.90 | 2,033,777.95 |
| 104374 | 1/17/2024 | 00004865 SO CALIF EDISON | 01/17/2024 | 1/17/2024 | BILLING PERIOD OCT-JAN 2024 | 197,941.95 | 197,941.95 |
| | | Voucher: | | | | | |
| 104375 | 1/17/2024 | 00000493 U.S. BANK | 7165073 | 12/22/2023 | 12/1/23-11/30/24 - 2019 A & B WAT | 2,700.00 | 2,700.00 |
| | | Voucher: | | | | | |
| 104376 | 1/17/2024 | 00003928 US BANK TRUST N.A. | 788757000-FEB/2 | 2/1/2024 | FEB 2024 - COSG 2005 PENSION | 167,445.71 | 167,445.71 |
| | | Voucher: | | | | | |
| Sub total for BANK OF THE WEST: | | | | | | | 2,408,841.73 |
| 12 checks in this report. | | | | | | Grand Total All Checks: | 2,408,841.73 |

WARRANT REGISTER FOR COUNCIL MEETING 2/13/2024

PART IV

apChkLst
01/31/2024 3:44:18PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|--|----------|----------|--|----------|-------------------------------|-------------|--|
| 104387 | 2/1/2024 | 00002417 | AMERICAN FIDELITY ASSURANC Ben326147 | 2/1/2024 | AMERICAN FIDELITY (ABT): PAYI | 210.32 | 210.32 |
| | | Voucher: | | | | | |
| 104388 | 2/1/2024 | 0011469 | CALIFORNIA DENTAL NETWORK, Ben326145 | 2/1/2024 | CALIFORNIA DENTAL NETWORK | 2,623.84 | 2,623.84 |
| | | Voucher: | | | | | |
| 104389 | 2/1/2024 | 0012107 | CALIFORNIA STATE DISBURSEMf Ben326161 | 2/1/2024 | CA STATE DISB. UNIT: PAYMENT | 689.71 | 689.71 |
| | | Voucher: | | | | | |
| 104390 | 2/1/2024 | 00000438 | COLONIAL INSURANCE CO. Ben326153 | 2/1/2024 | COLONIAL INSURANCE CO: PAYI | 2,371.68 | 2,371.68 |
| | | Voucher: | | | | | |
| 104391 | 2/1/2024 | 00002138 | FRANCHISE TAX BOARD Ben326157 | 2/1/2024 | GARNISHMENT - FRANCHISE TA | 127.23 | 127.23 |
| | | Voucher: | | | | | |
| 104392 | 2/1/2024 | 00002421 | POLICE MANAGEMENT ASSOCIA Ben326155 | 2/1/2024 | POLICE MANAGEMENT ASSOC. I | 2,250.00 | 2,250.00 |
| | | Voucher: | | | | | |
| 104393 | 2/1/2024 | 00000335 | POLICE OFFICERS ASSOCIATION Ben326159 | 2/1/2024 | POLICE ASSOCIATION DUES: PA | 6,750.00 | 6,750.00 |
| | | Voucher: | | | | | |
| 104394 | 2/1/2024 | 0011466 | PRINCIPAL LIFE INSURANCE CO. Ben326139 | 2/1/2024 | PRINCIPAL DENTAL PPO (MISC): | 30,818.87 | 30,818.87 |
| | | Voucher: | | | | | |
| 104395 | 2/1/2024 | 0011467 | RELIANCE STANDARD Ben326141 | 2/1/2024 | LONG TERM DISABILITY: PAYME | 5,337.41 | 5,337.41 |
| | | Voucher: | | | | | |
| 104396 | 2/1/2024 | 00003152 | SOUTH GATE POLICE EXPLOREF Ben326149 | 2/1/2024 | SGPD EXPLORER YOUTH PROG | 635.00 | 635.00 |
| | | Voucher: | | | | | |
| 104397 | 2/1/2024 | 0011488 | SUPERIOR VISION SERVICES, IN Ben326143 | 2/1/2024 | SUPERIOR VISION MISC.: PAYME | 3,790.53 | 3,790.53 |
| | | Voucher: | | | | | |
| 104398 | 2/1/2024 | 00000334 | UNITED WAY OF GREATER LOS # Ben326151 | 2/1/2024 | UNITED WAY: PAYMENT | 26.00 | 26.00 |
| | | Voucher: | | | | | |
| Sub total for BANK OF THE WEST: | | | | | | | 55,630.59 |
| 12 checks in this report. | | | | | | | Grand Total All Checks: 55,630.59 |

WARRANT REGISTER FOR COUNCIL MEETING 2/13/2024

PART V

apChkLst
01/31/2024 4:02:51PM

Trial Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|----------|---|-------------------|--------------------------------|----------------------------------|-------------|
| 104402 | 1/31/2024 | 00004178 | DEPARTMENT OF FISH AND GAM1-710RWQCB | 1/24/2024 | REMAINING BALANCE FOR PERI | 145.25 | 145.25 |
| 104407 | 1/31/2024 | 00004865 | SO CALIF EDISON | 01/31/24 | BILLING PERIOD NOV 2023 - JAN | 24,201.79 | 24,201.79 |
| 104405 | 1/31/2024 | 00004869 | GOLDEN STATE WATER COMPAN63744100007 - 12 | 1/16/2024 | BILLING PRD- 11/30/23-01/02/24 | 230.87 | 230.87 |
| 104404 | 1/31/2024 | 00004934 | GAS COMPANY | 113 798 0353 6 01 | 1/16/2024 | BILLING PRD- 12/11/23-01/11/24 | 7,541.67 |
| | | | | 115 800 9600 3 01 | 1/16/2024 | BILLING PRD- 12/11/23-01/11/24 | 1,802.30 |
| | | | | 186 100 7200 3 01 | 1/16/2024 | BILLING PRD- 12/11/23-01/11/24 | 416.58 |
| | | | | 049 200 7902 9 01 | 1/17/2024 | BILLING PRD- 12/12/23-01/12/24 | 356.52 |
| | | | | 094 300 7500 3 01 | 1/17/2024 | BILLING PRD- 12/13/23-01/13/24 | 50.00 |
| | | | | 083 407 6536 4 01 | 1/31/2024 | BILLING PRD- 12/19/23-01/19/24 | 18.83 |
| | | | | 189 300 9500 7 01 | 1/18/2024 | BILLING PRD- 12/14/23-01/16/24 | 16.27 |
| | | | | 126 300 9600 1 01 | 1/16/2024 | BILLING PRD- 12/11/23-01/11/24 | 15.29 |
| 104408 | 1/31/2024 | 00005096 | SOUTH COAST A.Q.M.D. | 4247308 | 1/23/2024 | ICE (50-500 HP) EM ELEC GEN-D | 981.24 |
| | | | | 4249454 | 1/23/2024 | FLAT FEE FOR LAST FISCAL YEA | 184.41 |
| 104399 | 1/31/2024 | 0010207 | BANNER BANK | UOLAE-1-LAE | 1/11/2024 | URBAN ORCHARD INTERIM CON | 45,356.50 |
| | | | | UO-LAE-02-LAE | 1/11/2024 | URBAN ORCHARD INTERIM CON | 35,561.00 |
| | | | | UO-LAE-03-LAE | 1/11/2024 | URBAN ORCHARD INTERIM CON | 18,532.40 |
| | | | | UO-LAE-04-LAE | 1/11/2024 | URBAN ORCHARD INTERIM CON | 16,455.00 |
| 104403 | 1/31/2024 | 0010237 | FRONTIER COMMUNICATIONS | 562-197-1130-010 | 1/5/2024 | 01/05/24-02/04/24, INTERNET SEI | 564.17 |
| 104401 | 1/31/2024 | 0012980 | CHARTER COMMUNICATIONS | 116996701012124 | 1/21/2024 | 01/21/2024 TO 02/20/2024: CITY F | 2,887.50 |
| 104400 | 1/31/2024 | 0013770 | CALIFORNIA PROFESSIONAL, EN23-3454PR6 | | 12/31/2023 | 12/01/23-12/31/23 - TWEEDY BVL | 175,186.43 |
| 104406 | 1/31/2024 | 0014371 | LIGHTHOUSE FOR PUBLIC SAFE 2702 | | 12/27/2023 | APEX MOBILE ANNUAL SUPPOR | 2,450.00 |

Sub total for BANK OF THE WEST: 332,954.02

10 checks in this report.

Grand Total All Checks: 332,954.02

WARRANT REGISTER FOR COUNCIL MEETING 2/13/2024

PART VI

apChkLst
02/01/2024 3:26:44PM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|----------|-----------------------------|----------|-------------|-------------------------------|-------------|----------|
| 104411 | 2/13/2024 | 00003971 | ADMINSURE INC. | 16709 | 1/17/2024 | FEB 2024 - WORK COMP CLAIM / | 9,789.00 | 9,789.00 |
| | | Voucher: | | | | | | |
| 104412 | 2/13/2024 | 0011293 | AGRI-TURF DISTRIBUTING, LLC | 92624 | 1/11/2024 | PESTICIDES - FERTILIZERS & PE | 670.33 | |
| | | Voucher: | | 92561 | 1/9/2024 | PESTICIDES - FERTILIZERS & PE | 223.95 | |
| | | | | 92559 | 1/9/2024 | PESTICIDES - FERTILIZERS & PE | 117.00 | 1,011.28 |
| 104413 | 2/13/2024 | 0011325 | ALAN'S LAWN & GARDEN CENTE | 1209083 | 1/9/2024 | CARRY LARGE SUPPLY OF IRRIG | 272.67 | 272.67 |
| | | Voucher: | | | | | | |
| 104414 | 2/13/2024 | 0013692 | AMCS GROUP INC | 149932 | 12/31/2023 | FLEET MAINTENANCE MANAGEI | 1,194.65 | 1,194.65 |
| | | Voucher: | | | | | | |
| 104415 | 2/13/2024 | 0007290 | APW KNOX-SEEMAN | 19465875 | 1/6/2024 | AUTO PART FOR UNIT #343 | 371.23 | |
| | | Voucher: | | 19476776 | 1/9/2024 | AUTO PARTS FOR UNITS #140 & | 138.39 | |
| | | | | 19483672 | 1/11/2024 | MISC AUTO PARTS & LUBES | 190.20 | |
| | | | | 19483695 | 1/12/2024 | MISC AUTO PARTS & LUBES | 128.83 | |
| | | | | 19482460 | 1/11/2024 | AUTO PARTS FOR UNIT #479 | 250.60 | 1,079.25 |
| 104416 | 2/13/2024 | 00000201 | ATLANTIC LOCK & KEY | 000131 | 1/17/2024 | SPECIALIZED KEYS FOR THE DE | 250.00 | 250.00 |
| | | Voucher: | | | | | | |
| 104417 | 2/13/2024 | 0009040 | ATLAS BACKFLOW | 43106 | 12/20/2023 | BACKFLOW DEVICE REPLACEMI | 1,976.58 | |
| | | Voucher: | | 42379 #2 | 8/31/2023 | BACKFLOW REPAIRS | 460.85 | 2,437.43 |
| 104418 | 2/13/2024 | 0013615 | AUTOLIFT SERVICES, INC | 23851 | 1/11/2024 | REPAIRS TO LIFT AND SHOP EQ | 3,030.16 | 3,030.16 |
| | | Voucher: | | | | | | |

Bank : botw BANK OF THE WEST (Continued)

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---------|-----------|----------|------------------------------|------------|------------------------------|-------------|-------------|
| 104419 | 2/13/2024 | 0010585 | AUTOZONE STORES, INC. | | CREDIT RETURN ITEM- INVOICE | -78.27 | |
| | Voucher: | | | | CREDIT RETURN ITEM- INVOICE | -292.15 | |
| | | | | 1/2/2024 | AUTO PART FOR UNIT #186 | 97.01 | |
| | | | | 1/10/2024 | AUTO PART FOR UNIT #612 | 51.35 | |
| | | | | 1/11/2024 | AUTO PART FOR UNIT #117 | 40.56 | |
| | | | | 12/11/2023 | AUTO PARTS FOR UNIT #172 & # | 262.37 | |
| | | | | 12/13/2023 | AUTO PART FOR GARAGE SHOP | 10.79 | |
| | | | | 1/4/2024 | AUTO PART FOR UNIT #151 | 23.03 | |
| | | | | 1/8/2024 | AUTO PARTS FOR UNIT#136 | 25.93 | |
| | | | | 1/9/2024 | AUTO PART FOR UNIT #113 | 32.95 | |
| | | | | 1/2/2024 | AUTO PART FOR UNIT #160 | 17.56 | |
| | | | | 1/3/2024 | AUTO PART FOR UNIT #819 | 113.05 | |
| | | | | 1/11/2024 | AUTO PARTS FOR GARAGE SHC | 37.66 | |
| | | | | 1/9/2024 | AUTO PART FOR UNIT #167 | 101.42 | |
| | | | | 10/7/2023 | AUTO PART FOR UNIT #134 | 24.26 | |
| | | | | 12/2/2023 | AUTO PART FOR UNIT #134 | 78.27 | |
| | | | | 1/8/2024 | AUTO PART FOR UNIT #160 | 40.32 | 586.11 |
| 104420 | 2/13/2024 | 0010615 | BEARCOM | | JAN 2024- ANNUAL MAINTENANC | 342.88 | |
| | Voucher: | | | | ANNUAL MAINTENANCE OF RAD | 2,479.56 | |
| | | | | | JAN 2024- ANNUAL MAINTENANC | 205.51 | |
| | | | | | JAN 2024- ANNUAL MAINTENANC | 348.21 | |
| | | | | 10/2/2023 | OCT 2023 - ANNUAL MAINTENAN | 1,940.76 | |
| | | | | 11/1/2023 | NOV 2023 - ANNUAL MAINTENAN | 1,940.76 | 7,257.68 |
| 104421 | 2/13/2024 | 0011929 | BENNETT-BOWEN & LIGHTHOUS | | INVENTORY PO/ SAFETY VEST | 801.45 | |
| | Voucher: | | | | INVENTORY PO/ SAFETY VEST | 432.18 | 1,233.63 |
| 104422 | 2/13/2024 | 00004202 | BRENNTAG PACIFIC INC | | SODIUM HYPOCHLORITE 12.5% | 1,049.58 | |
| | Voucher: | | | | SODIUM HYPOCHLORITE 12.5% | 1,278.80 | |
| | | | | | SODIUM HYPOCHLORITE 12.5% | 1,276.05 | |
| | | | | | SODIUM HYPOCHLORITE 12.5% | 1,005.38 | 4,609.81 |
| 104423 | 2/13/2024 | 0013995 | CALIFORNIA BARRICADE, INC | | WATER BARRIERS FOR THE POS | 544.00 | |
| | Voucher: | | | | STREET CLOSURE FOR 2023 CH | 47,995.00 | 48,539.00 |
| 104424 | 2/13/2024 | 0005554 | CALIFORNIA BLDNG STANDARD | | OCT-DEC 2023: (BSASRF) BLDG | 470.70 | 470.70 |
| | Voucher: | | | | | | |
| 104425 | 2/13/2024 | 0012885 | CANON FINANCIAL SERVICES, IN | | JAN-FEB 2024: MONTHLY LEASE | 1,558.72 | 1,558.72 |
| | Voucher: | | | | | | |

| Bank : botw BANK OF THE WEST | | (Continued) | | | | | |
|------------------------------|-----------|-------------|-------------------------------------|---------------|----------------------------|--------------------------------|-------------|
| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
| 104426 | 2/13/2024 | 00000898 | CENTRAL BASIN MUNI WATER DISG-NOV23 | 12/14/2023 | NOV 2023: CB METER SERVICE | 8,465.86 | 8,465.86 |
| | | Voucher: | | | | | |
| 104427 | 2/13/2024 | 0006239 | CENTRAL FORD | 36601 | 12/5/2023 | LONG BLOCK REPLACEMENT OI | 6,855.53 |
| | | Voucher: | | 38478 | 1/15/2024 | AUTO PARTS | 204.21 |
| | | | | 38483 | 1/12/2024 | AUTO PARTS | 67.91 |
| | | | | 38410 | 1/10/2024 | AUTO PARTS FOR UNIT #196 & # | 482.15 |
| | | | | 37572 | 12/21/2023 | AUTO PART FOR UNIT #185 | 64.46 |
| | | | | 36643 | 10/16/2023 | REPAIRS ON UNIT #176 | 128.05 |
| | | | | 38447 | 1/11/2024 | AUTO PART FOR UNIT #145 | 176.71 |
| | | | | 37942 | 1/2/2024 | AUTO PARTS FOR UNIT #141 | 287.91 |
| | | | | 37950 | 1/3/2024 | AUTO PART FOR UNIT #819 | 37.68 |
| | | | | 37628 | 1/2/2024 | AUTO PARTS FOR UNIT #128 | 356.07 |
| 104428 | 2/13/2024 | 0005839 | CHAMPION CHRYSLER JEEP DOI553714 | 1/4/2024 | AUTO REPAIRS ON UNIT #123 | 265.00 | 8,660.68 |
| | | Voucher: | | | | | 265.00 |
| 104429 | 2/13/2024 | 0012980 | CHARTER COMMUNICATIONS | 0490384122723 | 12/27/2023 | DEC/23-JAN/24- ACCT# 8448 30 C | 147.07 |
| | | Voucher: | | 0008335010124 | 1/1/2024 | JAN 2024 - 8448 30 017 0008335 | 161.26 |
| | | | | 0439993122023 | 12/20/2023 | DEC/23-JAN/24- ACCT# 8448 30 C | 134.99 |
| 104430 | 2/13/2024 | 00004302 | CINTAS UNIFORM SERVICES | 4179040061 | 1/2/2024 | CLEANING SERVICE OF EQUIPM | 45.86 |
| | | Voucher: | | | | | 443.32 |
| 104431 | 2/13/2024 | 0011708 | CLIENTFIRST TECHNOLOGY | 15980 | 12/31/2023 | 1257.50 \$ DEC 2023 - ENTERPRI | 1,257.50 |
| | | Voucher: | | 15903 | 12/31/2023 | DEC 2023 - IT PROJECT MANAGE | 11,623.75 |
| 104432 | 2/13/2024 | 00000311 | COASTLINE EQUIPMENT | 1086108 | 12/20/2023 | PART FOR UNIT #352 | 76.52 |
| | | Voucher: | | | | | 12,881.25 |
| 104433 | 2/13/2024 | 0014162 | COMMLINE, INC. | 0429028-IN | 11/27/2023 | EMERGENCY EQUIPMENT FOR I | 4,031.73 |
| | | Voucher: | | | | | 4,031.73 |
| 104434 | 2/13/2024 | 0011922 | CONCENTRA MEDICAL CENTERS | 81562282 | 12/20/2023 | 12/13/23-12/19-23 MEDICAL SER | 658.00 |
| | | Voucher: | | 81738837 | 1/3/2024 | 1/2/24 -MEDICAL SERVICES FOR | 243.00 |
| 104435 | 2/13/2024 | 0011159 | CONSERVATION CORPS OF | 1123A | 1/12/2024 | NOV 2023 - YOUTH TO PERFORM | 8,306.79 |
| | | Voucher: | | 8254 | 1/9/2023 | DEC 2023 - HOLLYDALE COMMU | 24,388.50 |
| 104436 | 2/13/2024 | 00005061 | COUNTY OF LOS ANGELES FIRE IN | 0431419 | 12/27/2023 | UNDERGRUND STORAGE TANK | 6,147.20 |
| | | Voucher: | | | | | 32,695.29 |
| 104437 | 2/13/2024 | 00003660 | CRAFCO, INC. | 9403074291 | 11/1/2023 | POTHOLE PATCHING CITYWIDE | 6,105.19 |
| | | Voucher: | | | | | 6,105.19 |
| 104438 | 2/13/2024 | 0014048 | CSI SERVICES, INC. | 15171 | 11/28/2023 | OCT 2023- CONSTRUCTION MGN | 14,465.00 |
| | | Voucher: | | | | | 14,465.00 |

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| 104439 | 2/13/2024 | 00003702 | D & M TIRES & MUFFLERS | 3882 | 12/21/2023 | REPAIRS ON UNIT #620 | 50.00 | 50.00 |
| | | Voucher: | | | | | | |
| 104440 | 2/13/2024 | 00001423 | DAILY JOURNAL CORPORATION | B3771935 | 1/15/2024 | PROOF OF PUBLICATION - FINAL | 180.00 | |
| | | Voucher: | | B3770695 | 1/15/2024 | PROOF OF PUBLICATION - SANIT | 330.00 | 510.00 |
| 104441 | 2/13/2024 | 00002706 | DATA TECHNOLOGIES INC, AC&C3020639-IN | | 12/15/2023 | INSTALLATION OF NEW DATA CA | 2,668.68 | 2,668.68 |
| | | Voucher: | | | | | | |
| 104442 | 2/13/2024 | 0012407 | DAVIS FARR LLP | 15787 | 12/13/2023 | JUNE 30, 2023 - FY2022-23 AUDIT | 17,985.00 | |
| | | Voucher: | | 16017 | 1/11/2024 | FY2022-23 AUDIT - YEAR ENDING | 8,995.00 | 26,980.00 |
| 104443 | 2/13/2024 | 00000696 | DEPT OF CONSERVATION DIVISION | OCT-DEC 2023 | 1/9/2024 | OCT-DEC 2023 - STRONG MOTIC | 1,201.19 | 1,201.19 |
| | | Voucher: | | | | | | |
| 104444 | 2/13/2024 | 00001597 | DFM ASSOCIATES | 2024 | 1/23/2024 | 2024 CALIFORNIA ELECTION CO | 75.08 | 75.08 |
| | | Voucher: | | | | | | |
| 104445 | 2/13/2024 | 00001917 | ENTENMANN - ROVIN CO. | 0178566-IN | 1/2/2024 | BADGES | 706.14 | 706.14 |
| | | Voucher: | | | | | | |
| 104446 | 2/13/2024 | 0012358 | EO: GLAZE, YODIT | 300002770 | 1/23/2024 | REIMB: MEMBERSHIP FEE FOR | 250.00 | 250.00 |
| | | Voucher: | | | | | | |
| 104447 | 2/13/2024 | 0013810 | EXECUTIVE MANAGEMENT, SEC | 124-012 | 1/8/2024 | 12/17/23-12/30/2023 - SECURITY | 7,353.75 | 7,353.75 |
| | | Voucher: | | | | | | |
| 104448 | 2/13/2024 | 0010558 | FACTORY MOTOR PARTS COMP | 12-5704707 | 1/2/2024 | AUTO PART FOR UNIT #122 | 145.87 | |
| | | Voucher: | | 167-158174 | 1/2/2024 | AUTO PARTS FOR GARAGE SHC | 400.28 | 546.15 |
| 104449 | 2/13/2024 | 00001988 | FAIR HOUSING FOUNDATION | JUL-2023 | 8/8/2023 | PROFESSIONAL SERVICES ADM | 1,928.61 | |
| | | Voucher: | | AUG-2023 | 9/11/2023 | PROFESSIONAL SERVICES ADM | 1,964.31 | |
| | | | | SEP-2023 | 10/10/2023 | PROFESSIONAL SERVICES ADM | 2,491.45 | |
| | | | | OCT-2023 | 11/9/2023 | PROFESSIONAL SERVICES ADM | 2,156.92 | 8,541.29 |
| 104450 | 2/13/2024 | 00000619 | FALCON FUELS, INC. | 66447 | 12/27/2023 | REGULAR UNLEADED FUEL & S/ | 33,895.09 | |
| | | Voucher: | | 67028 | | CREDIT - 12/31/23 FEDERAL OIL | -29.39 | |
| | | | | 67117 | 1/5/2024 | REGULAR UNLEADED FUEL & S/ | 2,656.00 | |
| | | | | 67251 | 1/10/2024 | RD 99 CLEAR DIESEL & SALES T | 4,606.40 | |
| | | | | 67304 | 1/11/2024 | RD 99 CLEAR DIESEL & SALES T | 10,980.02 | 52,108.12 |
| 104451 | 2/13/2024 | 0013187 | FAST 5 SOUTH GATE 9, LLC | 6695 | 12/31/2023 | DEC 2023 - CAR WASH FOR POL | 312.00 | 312.00 |
| | | Voucher: | | | | | | |
| 104452 | 2/13/2024 | 00003770 | FLEMING ENVIRONMENTAL INC. | 20736 | 1/3/2024 | UNDERGROUND STORAGE TANI | 540.00 | 540.00 |
| | | Voucher: | | | | | | |
| 104453 | 2/13/2024 | 0009042 | FORTEL TRAFFIC, INC. | 15081 | 12/20/2023 | SERVICE MAINTENANCE AND RI | 11,219.97 | 11,219.97 |
| | | Voucher: | | | | | | |

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| 104454 | 2/13/2024 | 0013735 | GALLATIN INVESTIGATIONS LLC 2024-0001 | 1/10/2024 | PROFESSIONAL SERVICES FOR | 455.00 | 455.00 |
| | | Voucher: | | | | | |
| 104455 | 2/13/2024 | 0013954 | GANNETT FLEMING, INC. 075067-003 | 11/16/2023 | 10/2/23-11/3/23 -CM AND INSPEC | 64,549.73 | |
| | | Voucher: | 075067-002 | 10/11/2023 | 9/5-9/25/23 -CM AND INSPECTIO | 14,950.99 | 79,500.72 |
| 104456 | 2/13/2024 | 0006890 | GARVEY EQUIPMENT COMPANY 158340 | 1/11/2024 | GROUNDS MAINTENANCE EQUIP | 880.80 | 880.80 |
| | | Voucher: | | | | | |
| 104457 | 2/13/2024 | 00002304 | GENERAL PUMP COMPANY 30947 | 12/29/2023 | GENERAL PUMP ANNUAL ON CA | 2,382.50 | 2,382.50 |
| | | Voucher: | | | | | |
| 104458 | 2/13/2024 | 00002890 | GRAINGER 9919136680 | 11/29/2023 | REPAIR POOL COVER REEL | 38.31 | 38.31 |
| | | Voucher: | | | | | |
| 104459 | 2/13/2024 | 0014370 | GREG GILES, CPA GG01 | 1/16/2024 | DEC 26-JAN 16 - AS NEEDED PR | 720.00 | 720.00 |
| | | Voucher: | | | | | |
| 104460 | 2/13/2024 | 00002568 | HAAKER EQUIPMENT COMPANY C1A8SL | 10/2/2023 | SPECIAL SEWER EQUIPMENT | 1,230.39 | |
| | | Voucher: | C1A8QQ | 10/2/2023 | EQUIPMENT FOR SEWER TRUCI | 1,148.81 | 2,379.20 |
| 104461 | 2/13/2024 | 0013348 | HARPER & ASSOCIATES, ENGINEENG-8382 | 1/11/2024 | THRU DEC 2023 - ENGINEERING | 4,580.00 | 4,580.00 |
| | | Voucher: | | | | | |
| 104462 | 2/13/2024 | 0011526 | HASA, INC. 934959 | 12/14/2023 | WATER TREATMENT CHEMICALS | 785.65 | |
| | | Voucher: | 934947 | 12/14/2023 | WATER TREATMENT CHEMICALS | 1,204.66 | |
| | | | 936393 | 12/28/2023 | WATER TREATMENT CHEMICALS | 769.93 | |
| | | | 936391 | 12/28/2023 | WATER TREATMENT CHEMICALS | 717.56 | |
| | | | 936394 | 12/28/2023 | WATER TREATMENT CHEMICALS | 830.17 | |
| | | | 934964 | 12/14/2023 | WATER TREATMENT CHEMICALS | 945.40 | |
| | | | 936392 | 12/28/2023 | WATER TREATMENT CHEMICALS | 183.32 | |
| | | | 936395 | 12/28/2023 | WATER TREATMENT CHEMICALS | 654.71 | |
| | | | 934957 | 12/14/2023 | WATER TREATMENT CHEMICALS | 1,188.95 | 7,280.35 |
| 104463 | 2/13/2024 | 0009879 | HDL COREN & CONE SIN035460 | 1/19/2024 | JAN-MAR 2024 - HDL COREN & C | 3,375.00 | 3,375.00 |
| | | Voucher: | | | | | |
| 104464 | 2/13/2024 | 00000268 | HOME DEPOT CREDIT SERVICES3351370 | 12/5/2023 | 71012: ERC SUPPLIES | 65.89 | |
| | | Voucher: | 3371298 | 12/5/2023 | STREET SUPPLIES | 335.47 | |
| | | | 4974910 | 12/14/2023 | 71012:SUPPLIES FOR WOOD SH | 857.25 | 1,258.61 |
| 104465 | 2/13/2024 | 00000647 | HONEYWELL INTERNATIONAL IN5265700382 | 1/1/2024 | FEB 2024 - ANNUAL HVAC EQUIF | 12,040.08 | |
| | | Voucher: | 5265484480 | 12/8/2023 | JAN 2024 - ANNUAL HVAC EQUIPMEN | 12,040.08 | 24,080.16 |
| 104466 | 2/13/2024 | 00000643 | IAPMO MEMBER#3061 | 12/12/2023 | WILLIAM CAMPANA - MEMBERSH | 828.75 | 828.75 |
| | | Voucher: | | | | | |

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| 104467 | 2/13/2024 | 00004578 | INTERWEST CONSULTING GROU92522 | 12/29/2023 | NOV 2023 - INTERWEST CONSUI | 2,700.00 | 2,700.00 |
| | | Voucher: | | | | | |
| 104468 | 2/13/2024 | 0008222 | JCL TRAFFIC SERVICES 122397 | 12/25/2023 | 11/26/23-12/26/23 - BARRICADES | 270.00 | 270.00 |
| | | Voucher: | | | | | |
| 104469 | 2/13/2024 | 0011084 | JOHNSON FLOORING INC. 107697 | 12/15/2023 | REPAIR OF SECTION OF AUDITC | 3,000.00 | 3,000.00 |
| | | Voucher: | | | | | |
| 104470 | 2/13/2024 | 0010099 | L.G.P. EQUIPMENT RENTALS, INC129059 | 12/13/2023 | 12/6/23-12/11/23 - EQUIPMENT RI | 515.30 | |
| | | Voucher: | 129085 | 12/27/2023 | 12/11/23 - EQUIPMENT RENTALS | 598.31 | 1,113.61 |
| 104471 | 2/13/2024 | 0012590 | LA TRUCK & AUTO INC, NAPA AU*6265-281850 | 1/11/2024 | AUTOMOTIVE PARTS | 94.94 | 94.94 |
| | | Voucher: | | | | | |
| 104472 | 2/13/2024 | 0007795 | LAWRENCE ROLL UP DOORS, INI2327324 | 12/31/2023 | REMOVE AND REPAIR EQUIPME | 5,700.00 | 5,700.00 |
| | | Voucher: | | | | | |
| 104473 | 2/13/2024 | 00003941 | M. HARA LAWNMOWER CENTER 47575 | 4/4/2023 | REPLACEMENT CHAINSAWS FO | 1,940.40 | |
| | | Voucher: | 48811 | 1/9/2024 | POLE HEDGE TRIMMER FOR VE | 585.43 | |
| | | | 542975 | 1/2/2024 | RESERVE SMALL EQUIPMENT F | 11,522.23 | 14,048.06 |
| 104474 | 2/13/2024 | 0013506 | MANERI SIGN CO. 40015515 | 12/18/2023 | REGULATORY AND WARNING SI | 3,121.75 | 3,121.75 |
| | | Voucher: | | | | | |
| 104475 | 2/13/2024 | 00004060 | MCMaster-CARR SUPPLY CO 20226741 | 1/11/2024 | SPECIAL HARDWARE. NO WORK | 19.64 | |
| | | Voucher: | 20413719 | 1/16/2024 | SPECIAL HARDWARE. NO WORK | 19.62 | 39.26 |
| 104476 | 2/13/2024 | 0011575 | MERCHANTS BUILDING 779138 | 12/31/2023 | DEC 2023 - COVID CLEANING SE | 4,606.70 | |
| | | Voucher: | 779139 | 12/31/2023 | DEC 2023 - MBM- ANNUAL JANIT | 26,126.10 | |
| | | | 779140 | 12/31/2023 | DEC 2023 - COVID CLEANING SE | 2,303.50 | |
| | | | 773601 | 11/30/2023 | NOV 2023 - COVID CLEANING SE | 4,606.70 | |
| | | | 773602 | 11/30/2023 | NOV 2023 - MBM- ANNUAL JANIT | 26,126.10 | |
| | | | 773603 | 11/30/2023 | NOV 2023 - COVID CLEANING SE | 2,303.50 | 66,072.60 |
| 104477 | 2/13/2024 | 00003815 | MICHELSON LABORATORIES, INC0681984 | 12/15/2023 | TITLE 22 LAB ANALYSIS - WEEKL | 827.00 | |
| | | Voucher: | 0681983 | 12/15/2023 | TITLE 22 LAB ANALYSIS - WEEKL | 992.40 | |
| | | | 0683280 | 12/29/2023 | TITLE 22 LAB ANALYSIS - WEEKL | 827.00 | |
| | | | 0681985 | 12/15/2023 | TITLE 22 LAB ANALYSIS - WEEKL | 827.00 | |
| | | | 0683257 | 12/29/2023 | TITLE 22 LAB ANALYSIS - WEEKL | 1,051.18 | 4,524.58 |
| 104478 | 2/13/2024 | 00000447 | MISC - BLDG PERMITS 246100-PRIETO | 1/10/2024 | WWRP REFUNDABLE DEPOSIT 2 | 1,288.05 | |
| | | Voucher: | 246100- PRIETO 2 | 1/10/2024 | WWRP REFUNDABLE DEPOSIT 2 | 1,288.05 | 2,576.10 |
| 104479 | 2/13/2024 | 00000447 | MISC - BLDG PERMITS 248400-SUNRUN | 1/10/2024 | PERMIT CANCELLED PER CONT | 68.00 | 68.00 |
| | | Voucher: | | | | | |

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| 104480 | 2/13/2024 | 00000447 | MISC - BLDG PERMITS | 249038-MARAVILI | 1/10/2024 | PERMIT CANCELLED PER CONT | 17.60 | 17.60 |
| | | Voucher: | | | | | | |
| 104481 | 2/13/2024 | 00000170 | MISC - PKS & REC REFUND | 59240315-G.SCOI | 1/13/2024 | REFUND OF DEPOSIT (AFTER E' | 495.00 | 495.00 |
| | | Voucher: | | | | | | |
| 104482 | 2/13/2024 | 00000170 | MISC - PKS & REC REFUND | 63161476- N.URTI | 12/5/2023 | REFUND- WINTER 2024- CHEERI | 120.00 | 120.00 |
| | | Voucher: | | | | | | |
| 104483 | 2/13/2024 | 00000170 | MISC - PKS & REC REFUND | 63434223-E.MURI | 12/14/2023 | REFUND- WINTER 2024-TINY TW | 75.00 | 75.00 |
| | | Voucher: | | | | | | |
| 104484 | 2/13/2024 | 00000170 | MISC - PKS & REC REFUND | 63113784- S.SANK | 12/4/2023 | REFUND- WINTER 2024- ART FA' | 75.00 | 75.00 |
| | | Voucher: | | | | | | |
| 104485 | 2/13/2024 | 00000170 | MISC - PKS & REC REFUND | 63124974- E.VALL | 12/4/2023 | REFUND- WINTER 2024- ART FA' | 75.00 | 75.00 |
| | | Voucher: | | | | | | |
| 104486 | 2/13/2024 | 00000170 | MISC - PKS & REC REFUND | 63125414- L.ESTF | 12/4/2023 | REFUND- WINTER 2024-TUMBLI' | 60.00 | 60.00 |
| | | Voucher: | | | | | | |
| 104487 | 2/13/2024 | 00000170 | MISC - PKS & REC REFUND | 63332074- R.AGU | 12/11/2003 | REFUND- WINTER 2024 EXCURS | 50.00 | 50.00 |
| | | Voucher: | | | | | | |
| 104488 | 2/13/2024 | 00003458 | MISC - PUBLIC WORKS | 764403- GAITAN | 10/27/2023 | NEW WATER SERVICE INSTALLA | 976.43 | 976.43 |
| | | Voucher: | | | | | | |
| 104489 | 2/13/2024 | 00003458 | MISC - PUBLIC WORKS | 768009- REYES | 12/1/2023 | NEW WATER SERVICE INSTALLA | 373.26 | 373.26 |
| | | Voucher: | | | | | | |
| 104490 | 2/13/2024 | 0012932 | MUNICIPAL RESOURCE GROUP, I240089 | | 1/17/2024 | CLASSIFICATION & COMPENSAT | 4,900.00 | 4,900.00 |
| | | Voucher: | | | | | | |
| 104491 | 2/13/2024 | 0011779 | NACHO AUTOMOTIVE REPAIR, IN36405 | | 12/21/2023 | SMOG INSPECTION FOR UNIT#1 | 40.00 | 40.00 |
| | | Voucher: | | | | | | |
| 104492 | 2/13/2024 | 0012286 | NATIONWIDE ENVIRONMENTAL, I33674 | | 12/15/2023 | DEC 2023 - AGREEMENT FOR ST | 64,655.38 | 64,655.38 |
| | | Voucher: | | | | | | |
| 104493 | 2/13/2024 | 0009990 | NATURE'S SELECT PET FOOD | 170042 | 12/18/2023 | DOG FOOD SUPPLIER | 126.12 | |
| | | Voucher: | | 170921 | 12/28/2023 | DOG FOOD SUPPLIER | 126.12 | 252.24 |
| 104494 | 2/13/2024 | 0005289 | NOBEL SYSTEMS | 15834 | 12/31/2023 | VALIDATE WATER AUDIT | 2,500.00 | 2,500.00 |
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| 104496 | 2/13/2024 | 00001414 OFFICE DEPOT | 341294804001 | 12/4/2023 | OFFICE SUPPLIES | 15.44 | |
| | Voucher: | | 344337354001 | 12/4/2023 | BATTERY BACKUP | 51.42 | |
| | | | 344462429001 | 12/12/2023 | TONER | 928.91 | |
| | | | 344786609001 | 12/12/2023 | OFFICE SUPPLIES | 414.46 | |
| | | | 344823267001 | 12/12/2023 | OFFICE SUPPLIES & TONER | 782.30 | |
| | | | 344673794001 | 12/7/2023 | OFFICE SUPPLIES | 204.23 | |
| | | | 346581945001 | 12/14/2023 | OFFICE SUPPLIES | 273.79 | |
| | | | 346582943001 | 12/14/2023 | OFFICE SUPPLIES | 55.10 | |
| | | | 340781214001 | 12/6/2023 | OFFICE SUPPLIES | 101.11 | |
| | | | 340793843001 | 12/5/2023 | OFFICE SUPPLIES | 44.08 | |
| | | | 346652090001 | 12/14/2023 | OFFICE SUPPLIES | 85.31 | |
| | | | 344201605001 | | CREDIT - RETURN ITEM INVOICE | -200.95 | |
| | | | 347152735-001 | | CREDIT - RETURN ITEM INVOICE | -12.03 | |
| | | | 347934832001 | 12/26/2023 | OFFICE SUPPLIES | 87.98 | |
| | | | 344913271002 | 12/27/2023 | OFFICE SUPPLIES | 55.32 | |
| | | | 344929462001 | 12/26/2023 | OFFICE SUPPLIES & TONER | 425.87 | |
| | | | 343885003001 | 12/6/2023 | OFFICE SUPPLIES | 296.88 | |
| | | | 344169271001 | 12/5/2023 | KEYBOARD | 88.87 | |
| | | | 344913271001 | 12/26/2024 | OFFICE SUPPLIES | 658.42 | |
| | | | 345782235001 | | CREDIT - RETURN ITEM INVOICE | -224.51 | |
| | | | 334572946001 | 10/3/2023 | TONER | 210.95 | |
| | | | 334452533001 | 10/3/2023 | TONER | 928.91 | |
| | | | 334554103001 | 10/3/2023 | OFFICE SUPPLIES & TONER | 547.08 | |
| | | | 346527867001 | | CREDIT - RETURN ITEM INVOICE | -23.45 | |
| | | | 341711490001 | 11/30/2023 | OFFICE SUPPLIES | 22.04 | |
| | | | 341891974001 | 12/6/2023 | OFFICE SUPPLIES | 41.35 | |
| | | | 342694328001 | 11/30/2023 | OFFICE SUPPLIES | 22.04 | |
| | | | 345549907001 | 12/11/2023 | TONER | 136.70 | |
| | | | 345550146001 | 12/11/2023 | OFFICE SUPPLIES | 212.26 | |
| | | | 342570583001 | 12/5/2023 | OFFICE SUPPLIES | 22.04 | |
| | | | 342572103001 | 12/5/2023 | OFFICE SUPPLIES | 388.75 | |
| | | | 346761182001 | 12/26/2023 | OFFICE SUPPLIES | 259.83 | |
| | | | 345335722001 | 12/26/2023 | OFFICE SUPPLIES | 136.70 | |
| | | | 346193386001 | 12/26/2023 | OFFICE SUPPLIES | 280.23 | |
| | | | 347935613001 | 12/22/2023 | TONER | 140.01 | |

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| | | | 344168452001 | 12/5/2023 | OFFICE SUPPLIES | 41.50 | |
| | | | 344044565001 | 12/11/2023 | WORKPRO ERGONOMIC MESH/I | 447.03 | 7,945.97 |
| 104497 | 2/13/2024 | 0014072 OLIVAREND INC | 20104 | 12/12/2023 | CLASS B CDL TRAINING FOR 10 | 4,295.00 | |
| | Voucher: | | 20106 | 12/12/2023 | CLASS B CDL TRAINING FOR 10 | 4,295.00 | |
| | | | 20107 | 12/12/2023 | CLASS B CDL TRAINING FOR 10 | 4,295.00 | |
| | | | 20109 | 12/12/2023 | CLASS B CDL TRAINING FOR 10 | 4,295.00 | |
| | | | 20116 | 12/13/2023 | CLASS B CDL TRAINING FOR 10 | 1,000.00 | |
| | | | 20105 | 12/12/2023 | CLASS B CDL TRAINING FOR 10 | 2,098.33 | |
| | | | 20117 | 12/12/2023 | CLASS B CDL TRAINING FOR 10 | 4,295.00 | 24,573.33 |
| 104498 | 2/13/2024 | 0006418 ORANGE COUNTY TREASURER | SH 67470 | 1/5/2024 | OCT, NOV & DEC 2023 MONTHLY | 833.30 | 833.30 |
| | Voucher: | | | | | | |
| 104499 | 2/13/2024 | 0006418 ORANGE COUNTY TREASURER | SH67466 | 1/3/2024 | JUL, AUG, SEP 2023 - MONTHLY | 547.14 | 547.14 |
| | Voucher: | | | | | | |
| 104500 | 2/13/2024 | 0007984 O'REILLY AUTO PARTS | 3063-113140 | | CREDIT - INVOICE #3063-10977 & | -46.31 | |
| | Voucher: | | 3063-118067 | | CREDIT- INVOICE #3063-117778 & | -21.03 | |
| | | | 3063-124706 | | CREDIT - | -20.10 | |
| | | | 3063-147572 | | CREDIT - INVOICE #3063-147523 | -11.03 | |
| | | | 3063-148562 | 1/17/2024 | SHOP SUPPLIES | 224.16 | |
| | | | 3063-145097 | 12/21/2023 | AUTO PART FOR UNIT #156 | 13.22 | |
| | | | 3063-145223 | 12/22/2023 | AUTO PART FOR UNIT #208 | 16.70 | |
| | | | 3063-134315 | 10/6/2023 | AUTO PARTS FOR GARAGE SHC | 23.80 | |
| | | | 3063-147523 | 1/9/2024 | AUTO PART FOR UNIT #293 | 145.14 | |
| | | | 3063-148488 | 1/16/2024 | AUTO PARTS FOR UNIT #660 | 17.50 | |
| | | | 3063-145133 | 12/22/2023 | AUTO PART FOR UNIT #288 | 75.53 | |
| | | | 3063-145099 | 12/21/2023 | AUTO PARTS FOR UNIT #208 | 29.62 | |
| | | | 3063-147482 | 1/9/2024 | AUTO PART FOR UNIT #726 | 9.14 | |
| | | | 3063-146484 | 1/2/2024 | AUTO PARTS FOR UNIT #186 | 70.49 | |
| | | | 3063-147691 | 1/11/2024 | AUTO PART FOR UNIT #204 | 34.62 | |
| | | | 3063-147419 | 1/9/2024 | AUTO PART FOR UNIT #140 | 164.59 | |
| | | | 3063-148487 | 1/16/2024 | AUTO PARTS FOR UNIT #660 | 21.23 | 747.27 |
| 104501 | 2/13/2024 | 0012867 PACIFIC OFFICE AUTOMATION | 836806 | 11/26/2023 | SHARP COPIER MACHINE SERV | 15,340.05 | 15,340.05 |
| | Voucher: | | | | | | |
| 104502 | 2/13/2024 | 00002769 PARIS LASER PRINTER REPAIR | 29163 | 1/31/2023 | LASERJET REPAIR - ANNA PRINT | 105.95 | 105.95 |
| | Voucher: | | | | | | |

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| 104503 | 2/13/2024 | 0011294 | PARKWOOD LANDSCAPE | 106275 | 10/31/2023 | OCT 2023 - ANNUAL LANDSCAPE | 29,719.00 | 29,719.00 |
| | | Voucher: | | | | | | |
| 104504 | 2/13/2024 | 00000204 | PD: ARAKAWA, DARREN | TNR 55 | 1/22/2024 | OCT 14-17, 2023 - INTERNATION | 259.00 | 259.00 |
| | | Voucher: | | | | | | |
| 104505 | 2/13/2024 | 00001297 | PD: ARANA, MANUEL | TNR 55 | 1/22/2024 | OCT 14-17, 2023 - INTERNATION | 259.00 | 259.00 |
| | | Voucher: | | | | | | |
| 104506 | 2/13/2024 | 00002562 | PD: BERNABE, DANIEL | TNR 71 | 1/22/2024 | DEC 4-6, 2023- CA ASSOCIATION | 271.58 | 271.58 |
| | | Voucher: | | | | | | |
| 104507 | 2/13/2024 | 0010825 | PD: BETETA, ISAAC | TNR 71 | 1/22/2024 | DEC 4-6, 2023- CA ASSOCIATION | 271.58 | 271.58 |
| | | Voucher: | | | | | | |
| 104508 | 2/13/2024 | 00002527 | PD: BROWN, SAMUEL | TNR 71 | 1/22/2024 | DEC 4-6, 2023- CA ASSOCIATION | 271.58 | |
| | | Voucher: | | TNR 80 | 1/22/2024 | NOV 13-17, 2023 - POST MANAGI | 413.35 | |
| | | | | TNR 81 | 1/22/2004 | DEC 11-14, 2023 - POST MANAGE | 330.68 | 1,015.61 |
| 104509 | 2/13/2024 | 00003917 | PD: CAMACHO, SERGIO | TNR 55 | 1/22/2024 | OCT 14-17, 2023 - INTERNATION | 417.51 | 417.51 |
| | | Voucher: | | | | | | |
| 104510 | 2/13/2024 | 00005204 | PD: CANCIO, ROGER | TNR 71 | 1/22/2024 | DEC 4-6, 2023- CA ASSOCIATION | 271.58 | 271.58 |
| | | Voucher: | | | | | | |
| 104511 | 2/13/2024 | 00003809 | PD: GONZALEZ, JUAN CARLOS | TNR 71 | 1/22/2024 | DEC 4-6, 2023- CA ASSOCIATION | 117.00 | 117.00 |
| | | Voucher: | | | | | | |
| 104512 | 2/13/2024 | 00003755 | PD: HALEY, KENNETH | TNR 71 | 1/22/2024 | DEC 4-6, 2023- CA ASSOCIATION | 271.58 | 271.58 |
| | | Voucher: | | | | | | |
| 104513 | 2/13/2024 | 0014150 | PD: KIMBRO, SADIE | TNR 78 | 1/22/2024 | OCT 30-NOV 3,2023 - LAWS OF A | 171.59 | 171.59 |
| | | Voucher: | | | | | | |
| 104514 | 2/13/2024 | 0008095 | PD: PADILLA, BRIAN | TNR 71 | 1/22/2024 | DEC 4-6, 2023- CA ASSOCIATION | 271.58 | 271.58 |
| | | Voucher: | | | | | | |
| 104515 | 2/13/2024 | 0013329 | PD: PADILLA, ERIC | TNR 71 - PER DIE | 1/22/2024 | DEC 4-6, 2023- CA ASSOCIATION | 117.00 | 117.00 |
| | | Voucher: | | | | | | |
| 104516 | 2/13/2024 | 00000380 | PD: PEREZ, EDWARD | TNR 55 | 1/22/2024 | OCT 14-17, 2023 - INTERNATION | 259.00 | 259.00 |
| | | Voucher: | | | | | | |
| 104517 | 2/13/2024 | 0009492 | PD: PETERSON, ALOYSIUS | TNR 71 | 1/22/2024 | DEC 4-6, 2023- CA ASSOCIATION | 117.00 | 117.00 |
| | | Voucher: | | | | | | |
| 104518 | 2/13/2024 | 0013230 | PD: PRADO, GERARDO | TNR 77 | 12/19/2023 | NOV 6-8 2023 - INTERNAL AFFAIF | 128.93 | 128.93 |
| | | Voucher: | | | | | | |
| 104519 | 2/13/2024 | 0010407 | PD: REYES, ANTHONY | TNR 82 | 1/22/2024 | OCT 3-NOV 3, 2023 - HOMICIDE I | 296.15 | 296.15 |
| | | Voucher: | | | | | | |

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| 104520 | 2/13/2024 | 0014258 | PD: THORESON, STEVEN | TNR 79 | 1/22/2024 | NOV 13-17, 2023 - TRAFFIC COLL | 203.75 | 203.75 | |
| | | | Voucher: | | | | | | |
| 104521 | 2/13/2024 | 00000263 | PD: VERVERA, ISMAEL | TNR 71 | 1/22/2024 | DEC 4-6, 2023 - CA ASSOCIATIO | 271.58 | 271.58 | |
| | | | Voucher: | | | | | | |
| 104522 | 2/13/2024 | 00004713 | PETTY CASH- PARKS & REC.DEP | 12/12/23-1/9/24 | 1/9/2024 | 12/12/2023-1/9/2024 - PETTY CAS | 215.70 | 215.70 | |
| | | | Voucher: | | | | | | |
| 104523 | 2/13/2024 | 00004714 | PETTY CASH- POLICE DEPT. - | 12/15/23-01/22/24 | 1/22/2024 | 12/15/23-01/22/24 PETTY CASH P | 120.94 | 120.94 | |
| | | | Voucher: | | | | | | |
| 104524 | 2/13/2024 | 00002335 | PITNEY BOWES | JAN 2024 | 1/23/2024 | RESERVE ACCT (#34719070) DEI | 2,920.00 | 2,920.00 | |
| | | | Voucher: | | | | | | |
| 104525 | 2/13/2024 | 0012870 | PK: BIBRIESCA DE ARELLANO, MMB | WINTER0124-4 | 1/16/2024 | 12/8/23-1/12/24 - STEP AEROBIC | 495.00 | | |
| | | | Voucher: | | | | | | |
| 104526 | 2/13/2024 | 0011257 | PK: GUILMETTE, ROBERT | RGWINTER0124 | 1/16/2024 | 12/5/23-1/11/24 - STEP AEROBIC | 540.00 | 1,035.00 | |
| | | | Voucher: | | | | | | |
| 104527 | 2/13/2024 | 0013797 | PK: MANRIQUEZ, EYVAR | EMWINTER0124 | 1/16/2024 | 12/7/23-1/12/24 -MUAY THAI CON | 420.00 | 420.00 | |
| | | | Voucher: | | | | | | |
| 104528 | 2/13/2024 | 00003720 | PK: RODRIGUEZ, BEATRIZE J | 63702438 | 1/16/2024 | 12/4/23-12/20/23 - OVER EASY | 48.67 | 48.67 | |
| | | | Voucher: | | | | | | |
| 104529 | 2/13/2024 | 0010624 | PK: SANCHEZ, MARIBEL | MSWINTER0124 | 1/16/2024 | 12/9/23-1/13/24 - ZUMBA | 270.00 | 270.00 | |
| | | | Voucher: | | | | | | |
| 104530 | 2/13/2024 | 0013659 | PK: SANCHEZ, ROCIO | RSWINTER0124 | 1/16/2024 | 12/7/23-1/13/24 - ZUMBA CLASSE | 1,485.00 | 1,485.00 | |
| | | | Voucher: | | | | | | |
| 104531 | 2/13/2024 | 0013796 | PK: YOGAWITHVANESA | VJWINTER0124 | 1/16/2024 | 12/7/23-1/15/24 - ADULT YOGA | 350.00 | 350.00 | |
| | | | Voucher: | | | | | | |
| 104532 | 2/13/2024 | 00000339 | POSTMASTER | PERMIT#2280 SP | 1/18/2024 | PERMIT#2280 TYPE PI MONIES P | 5,100.00 | 5,100.00 | |
| | | | Voucher: | | | | | | |
| 104533 | 2/13/2024 | 0009511 | PRADO FAMILY SHOOTING RANG | 6867 | 1/14/2024 | JANUARY 12, 2024 - RANGE REN | 450.00 | 450.00 | |
| | | | Voucher: | | | | | | |

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| 104534 | 2/13/2024 | 0005368 | PRINTCO DIRECT | 85630 | 12/6/2023 | BUSINESS CARDS & LETTERHE/ | 66.15 |
| | Voucher: | | | 85631 | 12/15/2023 | BUSINESS CARDS & LETTERHE/ | 66.15 |
| | | | | 85644 | 12/29/2023 | BUSINESS CARDS & LETTERHE/ | 207.27 |
| | | | | 85645 | 12/28/2023 | BUSINESS CARDS & LETTERHE/ | 207.27 |
| | | | | 85646 | 12/28/2023 | BUSINESS CARDS & LETTERHE/ | 207.27 |
| | | | | 85632 | 12/6/2023 | BUSINESS CARDS & LETTERHE/ | 66.15 |
| | | | | 85639 | 12/15/2023 | BUSINESS CARDS & LETTERHE/ | 66.15 |
| | | | | 85613 | 12/1/2023 | BUSINESS CARDS & LETTERHE/ | 66.15 |
| | | | | 85626 | 12/15/2023 | BUSINESS CARDS & LETTERHE/ | 66.15 |
| | | | | 85627 | 12/8/2023 | BUSINESS CARDS & LETTERHE/ | 66.15 |
| 104535 | 2/13/2024 | 00000416 | RAPID-O-PRINT | 29763 | 11/30/2023 | #10 WHITE STANDARD BUSINES | 1,034.15 |
| | Voucher: | | | 29959 | 1/4/2024 | PRINTING | 661.50 |
| 104536 | 2/13/2024 | 0014224 | ROBERT HALF | 62900954 | 12/4/2023 | THRU 12/1/23 - STAFF AUGMENT | 2,961.84 |
| | Voucher: | | | 62952515 | 12/13/2023 | THRU 12/8/23 - STAFF AUGMENT | 2,703.54 |
| | | | | 62983425 | 12/20/2023 | THRU 12/15/23 - STAFF AUGMEN | 2,720.76 |
| | | | | 62993428 | 12/25/2023 | THRU 12/22/23 - STAFF AUGMEN | 2,410.80 |
| 104537 | 2/13/2024 | 0007826 | RON'S MAINTENANCE, INC. | 925 - 01/02/2024 | 1/2/2024 | ANNUAL CITYWIDE CATCH BASI | 21,075.00 |
| | Voucher: | | | | | | 21,075.00 |
| 104538 | 2/13/2024 | 0008369 | SAFETY-KLEEN SYSTEM, INC | 93286925 | 12/13/2023 | CLEANING SERVICE OF EQUIPM | 285.16 |
| | Voucher: | | | | | | 285.16 |
| 104539 | 2/13/2024 | 0010623 | SECTRAN SECURITY INC. | 24010585 | 1/15/2024 | JAN 2024- SECTRAN - ARMOREE | 402.82 |
| | Voucher: | | | | | | 402.82 |
| 104540 | 2/13/2024 | 0012883 | SHUSTER ADVISORY GROUP,LLC4497 | | 1/18/2024 | DEC 2023 - ADVISORY FEE FOR | 7,500.00 |
| | Voucher: | | | | | | 7,500.00 |
| 104541 | 2/13/2024 | 00004857 | SMITH FASTENER COMPANY | 0048831 | 1/11/2024 | SPECIALTY HARDWARE FOR GA | 136.73 |
| | Voucher: | | | | | | 136.73 |
| 104542 | 2/13/2024 | 00002639 | STRADLING YOCCA CARLSON &,402658 | | 12/13/2023 | THRU11/30/23 - LEGAL SERVICE: | 546.30 |
| | Voucher: | | | | | | 546.30 |
| 104543 | 2/13/2024 | 0006261 | THE VERA LAW GROUP, RONALDVERA, RONALD | | 1/11/2024 | PAYMENT PER SETTLEMENT AG | 7,500.00 |
| | Voucher: | | | | | | 7,500.00 |
| 104544 | 2/13/2024 | 00003851 | THOMSON REUTERS | 849523332 | 1/1/2024 | DEC 2023: WEST INFORMATION | 722.29 |
| | Voucher: | | | | | | 722.29 |
| 104545 | 2/13/2024 | 0011640 | TIREHUB, LLC | 39457940 | 1/4/2024 | TIRES FOR UNIT #136 | 655.28 |
| | Voucher: | | | | | | 655.28 |

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| 104546 | 2/13/2024 | 0012020 | TRIEPEI, SMITH AND ASSOCIATE 11412 | 12/15/2023 | MARKETING, COMM. OUTREACH | 3,900.00 | | |
| | Voucher: | | 11454 | 12/21/2023 | MARKETING, COMM. OUTREACH | 1,180.00 | 5,080.00 | |
| 104547 | 2/13/2024 | 0013584 | TRUE NORTH COMPLIANCE SER'23-12-022 | 1/9/2024 | DEC 2023 - TRUE NORTH-PLAN C | 6,471.69 | 6,471.69 | |
| | Voucher: | | | | | | | |
| 104548 | 2/13/2024 | 00000637 | TURF STAR INC 7313748-00 | 12/20/2023 | TORO-MOWER/EQUIPMENT REF | 285.85 | | |
| | Voucher: | | 7313752-00 | 12/20/2023 | TORO-MOWER/EQUIPMENT REF | 548.54 | 834.39 | |
| 104549 | 2/13/2024 | 0008005 | U.S. BANK-PARS ACCT#67460225FEB 2024 LOUIE | 1/25/2024 | FEB 2024: KEN LOUIE: PARS - EX | 550.00 | | |
| | Voucher: | | FEB 2024 MOSTA | 1/25/2024 | FEB 2024: M. MOSTAKHAMI: PAR | 680.00 | 1,230.00 | |
| 104550 | 2/13/2024 | 0012565 | UNISAN PRODUCTS LLC 3157922 | 12/8/2023 | INVENTORY PO/ WIPES | 540.23 | 540.23 | |
| | Voucher: | | | | | | | |
| 104551 | 2/13/2024 | 0005750 | UNITED INDUSTRIES 231278 | 1/17/2024 | INVENTORY PO/ NITRILE GLOVE | 1,816.88 | 1,816.88 | |
| | Voucher: | | | | | | | |
| 104552 | 2/13/2024 | 0010265 | UNITED PACIFIC SERVICES, INC. 23-0713-4 | 9/6/2023 | TREE MAINTENANCE YEAR 2 OF | 13,940.00 | | |
| | Voucher: | | 23-1207-4 | 12/7/2023 | TREE MAINTENANCE YEAR 2 OF | 1,560.00 | | |
| | | | 23-1207-5 | 12/7/2023 | TREE MAINTENANCE YEAR 2 OF | 4,960.00 | | |
| | | | 23-1221-2 | 12/21/2023 | TREE MAINTENANCE YEAR 2 OF | 39,945.00 | | |
| | | | 24-0118-2 | 1/18/2024 | 1/4-17/24 - TREE MAINTENANCE | 35,625.00 | | |
| | | | 24-0104-4 | 1/4/2024 | 12/21-1/3/24 - TREE MAINTENAN | 1,305.00 | | |
| | | | 24-0104-3 | 1/4/2024 | 12/21-1/3/24 - TREE MAINTENAN | 3,320.00 | | |
| | | | 23-1207-3 | 12/7/2023 | TREE MAINTENANCE YEAR 2 OF | 22,760.00 | | |
| | | | 23-1221-3 | 12/21/2023 | TREE MAINTENANCE YEAR 2 OF | 4,040.00 | | |
| | | | 23-1221-4 | 12/21/2023 | TREE MAINTENANCE YEAR 2 OF | 435.00 | | |
| | | | 24-0118-4 | 1/18/2024 | 1/4-17/2024 - TREE MAINTENAN | 725.00 | | |
| | | | 24-0118-3 | 1/18/2024 | 1/4-17/24 - TREE MAINTENANCE | 1,200.00 | | |
| | | | 24-0104-2 | 1/4/2024 | 12/21-1/3/24 - TREE MAINTENAN | 30,535.00 | 160,350.00 | |
| 104553 | 2/13/2024 | 0014277 | V&H AUTOMATION AND CONTRO | 1/10/2024 | SCADA SYSTEM INSTRUMENT S | 2,344.20 | | |
| | Voucher: | | SO2024-2 | 1/15/2024 | SCADA SYSTEM INSTRUMENT S | 2,103.61 | | |
| | | | SO2024-3 | 1/2/2024 | SCADA SYSTEM INSTRUMENT S | 638.86 | | |
| | | | SO2024-1 | 1/2/2024 | SCADA SYSTEM INSTRUMENT S | 638.86 | | |
| | | | SO2023-2 | 12/20/2023 | SCADA SYSTEM INSTRUMENT S | 3,483.86 | 8,570.53 | |
| 104554 | 2/13/2024 | 00000379 | VERIZON BUSINESS 63274029 | 12/10/2023 | TOLL FREE SERVICE | 1,747.52 | 1,747.52 | |
| | Voucher: | | | | | | | |
| 104555 | 2/13/2024 | 00001848 | VERIZON WIRELESS 9000317448 | 7/3/2023 | UPGRADE TO IPHONE AND IPAD | 1,394.77 | 1,394.77 | |
| | Voucher: | | | | | | | |
| 104556 | 2/13/2024 | 00004353 | VORTEX INDUSTRIES, INC 07-1713042 | 10/27/2023 | REPAIRS ON ALL CITY OWNED B | 712.50 | 712.50 | |
| | Voucher: | | | | | | | |

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| 104557 | 2/13/2024 | 00002634 | VULCAN MATERIALS COMPANY | 73864119 | 12/8/2023 | ASPHALT, BASE, EMULSION PRC | 112.51 |
| | Voucher: | | | 73864120 | 12/8/2023 | ASPHALT, BASE, EMULSION PRC | 117.59 |
| | | | | 73888949 | 1/12/2024 | 71331- ASPHALT AND ENVRMT F | 227.72 |
| | | | | 73888950 | 1/12/2024 | 71331- ASPHALT AND ENVRMT F | 118.26 |
| | | | | 73892005 | 1/17/2024 | 71331- ASPHALT AND ENVRMT F | 118.26 |
| | | | | 73884983 | 1/8/2024 | 71331 ASPHALT AND ENRVNMTL | 226.64 |
| | | | | 73875103 | 12/20/2023 | 71331 ASPHALT AND ENRVNMTL | 696.31 |
| | | | | 73886872 | 1/10/2024 | 71331 ASPHALT AND ENRVNMTL | 225.57 |
| | | | | 73877127 | 12/22/2023 | 71331 ASPHALT AND ENRVNMTL | 114.55 |
| | | | | 73873223 | 12/18/2023 | 71331 ASPHALT AND ENRVNMTL | 114.55 |
| 104558 | 2/13/2024 | 00000028 | WATER REPLENISHMENT DISTRISG001-230919 | | 9/19/2023 | WELL 23 DESTRUCTION PROJEK | 37,080.55 |
| | Voucher: | | | | | | 37,080.55 |
| 104559 | 2/13/2024 | 0010471 | WEBSTER'S BEE'S REMOVAL SR'2184 | | 8/28/2023 | BEE REMOVAL SERVICE | 185.00 |
| | Voucher: | | | 2228 | 9/26/2023 | BEE REMOVAL SERVICE | 235.00 |
| | | | | 2201 | 9/7/2023 | BEE REMOVAL SERVICE | 235.00 |
| | | | | 2202 | 9/9/2023 | BEE REMOVAL SERVICE | 235.00 |
| | | | | 2266 | 12/13/2023 | BEE REMOVAL SERVICE | 250.00 |
| 104560 | 2/13/2024 | 0010476 | WECK LABORATORIES INC | W3L1527 | 12/19/2023 | WATER QUALITY SAMPLING | 250.00 |
| | Voucher: | | | W3L1534 | 12/19/2023 | WATER QUALITY SAMPLING | 240.00 |
| | | | | W3L1640 | 12/21/2023 | WATER QUALITY SAMPLING | 240.00 |
| 104561 | 2/13/2024 | 00004593 | WESTERLY METER SERVICE CO.17482 | | 12/15/2023 | METER TESTING | 245.00 |
| | Voucher: | | | | | | 245.00 |
| 104562 | 2/13/2024 | 00000561 | WESTERN EXTERMINATOR COM | 55429635 | 12/19/2023 | ANNUAL PEST CONTROL AND E | 228.70 |
| | Voucher: | | | 55437383 | 12/31/2023 | ANNUAL PEST CONTROL AND E | 165.40 |
| | | | | 55429786 | 12/13/2023 | ANNUAL PEST CONTROL AND E | 295.50 |
| | | | | 55430343 | 12/19/2023 | ANNUAL PEST CONTROL AND E | 234.25 |
| 104563 | 2/13/2024 | 0014218 | WESTERN GRAPHIX, DBA WESTI | 58473 | 10/11/2023 | ID CARD PRINTERS FOR SPORT | 4,383.54 |
| | Voucher: | | | | | | 4,383.54 |
| 104564 | 2/13/2024 | 00001522 | WHITE CAP CONSTRUCTION SUI | 50024931052 | 12/21/2023 | SAND AND SAND BAGS | 577.59 |
| | Voucher: | | | | | | 577.59 |
| 104565 | 2/13/2024 | 00001280 | WILLDAN | 00338451 | 12/29/2023 | SRV THRU 11/24/23 - WATER UTI | 12,160.00 |
| | Voucher: | | | 00338513 | 1/15/2024 | THRU 12/29/23 - WATER UTILITY | 7,680.00 |
| 104566 | 2/13/2024 | 0014203 | WILLIAM SCOTSMAN, INC. | 9019855117 | 1/3/2024 | RENTAL OF MOBILE OFFICE FOF | 1,729.01 |
| | Voucher: | | | | | | 1,729.01 |

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| 104567 | 2/13/2024 | 00000058 XEROX CORP | 011531949 | 10/12/2020 | XEROX SERVICES FROM 9/4/20 | 161.48 | |
| | Voucher: | | 098576363 | 11/29/2019 | XEROX SERVICES FROM 9/30/19 | 153.40 | |
| | | | 012381365 | 1/13/2021 | XEROX SERVICES FROM 11/30/2 | 159.28 | |
| | | | 013636300 | 6/11/2021 | XEROX SERVICES FROM 2/28/21 | 53.77 | |
| | | | 012554944 | 2/10/2021 | XEROX SERVICES FROM 12/30/2 | 82.14 | |
| | | | 012875653 | 3/10/2021 | XEROX SERVICES FROM 1/20/21 | 201.75 | |
| | | | 013636301 | 6/11/2021 | XEROX SERVICES FROM 3/20/21 | 53.75 | |
| | | | 013636302 | 6/11/2021 | XEROX SERVICES FROM 4/20/21 | 48.33 | |
| | | | 014393053 | 9/29/2021 | XEROX SERVICES FROM 5/27/21 | 28.68 | |
| | | | 014393054 | 9/29/2021 | XEROX SERVICES FROM 6/30/21 | 25.69 | |
| | | | 098850539 | 12/31/2019 | XEROX SERVICES FROM 10/20/1 | 95.04 | 1,063.31 |
| 104568 | 2/13/2024 | 00000062 ZIEGLER'S HARDWARE& SUPPLY | 2790 | 12/7/2023 | MISC HARDWARE | 33.05 | |
| | Voucher: | | 2823 | 12/12/2023 | MISC HARDWARE | 26.42 | |
| | | | 2938 | 11/16/2024 | MISC HARDWARE | 49.51 | |
| | | | 2822 | 12/12/2023 | MISC HARDWARE | 5.50 | |
| | | | 2894 | 1/4/2024 | MISC HARDWARE | 264.53 | |
| | | | 2939 | 1/16/2024 | MISC HARDWARE | 7.71 | |
| | | | 2905 | 1/8/2024 | MISC HARDWARE | 86.88 | |
| | | | 2918 | 1/11/2024 | MISC HARDWARE | 5.48 | |
| | | | 2883 | 1/3/2023 | KEYS FOR SLTS | 40.69 | 519.77 |
| 02555332 | 1/19/2024 | 00000343 PUBLIC EMPLOYEES RETIREMEM | 100000017393764 | 1/19/2024 | 2025 REPLACEMENT BENEFIT C | 47,211.84 | 47,211.84 |
| | Voucher: | | | | | | |

Sub total for BANK OF THE WEST: 1,054,283.87

157 checks and 1 wire transfer in this report.

Grand Total All Checks and Wire Transfers: 1,054,283.87

Void Checks

Bank code: botw

| Check # | Date |
|---------|-----------|
| 104495 | 2/13/2024 |

WARRANT REGISTER FOR COUNCIL MEETING 2/13/2024

PART VII

apChkLst
01/31/2024 11:30:14AM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total |
|---|-----------|----------|---|-----------|-----------------------------|-------------|---|
| 2666 | 1/18/2024 | 00002370 | INTERNAL REVENUE SERVICE Ben325712 | 1/18/2024 | MEDICARE: PAYMENT | 155,870.71 | 155,870.71 |
| | | Voucher: | | | | | |
| 2667 | 1/18/2024 | 00001186 | EMPLOYMENT DEVELOPMENT D Ben325714 | 1/18/2024 | SDI: PAYMENT | 56,133.47 | 56,133.47 |
| | | Voucher: | | | | | |
| 2668 | 1/18/2024 | 00004836 | SEIU LOCAL 721 CTW CLC-23900 Ben325716 | 1/18/2024 | SEIU DUES: PAYMENT | 2,825.87 | 2,825.87 |
| | | Voucher: | | | | | |
| 2670 | 1/18/2024 | 00000004 | NATIONWIDE RETIREMENT SOL Ben325720 | 1/18/2024 | DEF COMP NATIONWIDE: PAYME | 66,388.04 | 66,388.04 |
| | | Voucher: | | | | | |
| 2671 | 1/18/2024 | 00004996 | SEIU-COPE LOCAL 721, LA/OC CI Ben325722 | 1/18/2024 | SEIU- COPE LOCAL 721 DEDUCT | 41.00 | 41.00 |
| | | Voucher: | | | | | |
| 2673 | 1/18/2024 | 00004988 | CHILD SUPPORT ON-LINE, STATE Ben325726 | 1/18/2024 | CHILD SUPPORT-ONLINE: PAYMI | 1,036.12 | 1,036.12 |
| | | Voucher: | | | | | |
| 2674 | 1/18/2024 | 0009920 | OCSE CLEARINGHOUSE SDU Ben325728 | 1/18/2024 | GARNISHMENT - AR CHILD SUPP | 324.00 | 324.00 |
| | | Voucher: | | | | | |
| Sub total for BANK OF THE WEST: | | | | | | | <u>282,619.21</u> |
| 7 wire transfers in this report. | | | | | | | Grand Total All Wire Transfers: 282,619.21 |

WARRANT REGISTER FOR COUNCIL MEETING 2/13/2024

PART VIII

apChkLst
02/06/2024 9:38:39AM

Final Check List
CITY OF SOUTH GATE

Page: 1

Bank : botw BANK OF THE WEST

| Check # | Date | Vendor | Invoice | Inv Date | Description | Amount Paid | Check Total | |
|---------|-----------|----------|-------------------------------|-----------|-------------|------------------------------|-------------|------------|
| 2652 | 1/4/2024 | 00004708 | PERS HEALTH PLAN | Ben325165 | 1/4/2024 | MEDICAL HMO ANTHEM SELECT | 484,239.94 | 484,239.94 |
| | | Voucher: | | | | | | |
| 2669 | 1/18/2024 | 00000343 | PUBLIC EMPLOYEES RETIREMENT | Ben325718 | 1/18/2024 | MILITARY SERVICE CREDIT: PAY | 264,714.45 | 264,714.45 |
| | | Voucher: | | | | | | |
| 2675 | 2/1/2024 | 00004836 | SEIU LOCAL 721 CTW CLC-23900 | Ben326163 | 2/1/2024 | SEIU DUES: PAYMENT | 2,828.73 | 2,828.73 |
| | | Voucher: | | | | | | |
| 2676 | 2/1/2024 | 00002370 | INTERNAL REVENUE SERVICE | Ben326165 | 2/1/2024 | MEDICARE: PAYMENT | 167,242.08 | 167,242.08 |
| | | Voucher: | | | | | | |
| 2678 | 2/1/2024 | 00000343 | PUBLIC EMPLOYEES RETIREMENT | Ben326169 | 2/1/2024 | MILITARY SERVICE CREDIT: PAY | 275,071.71 | 275,071.71 |
| | | Voucher: | | | | | | |
| 2679 | 2/1/2024 | 00001186 | EMPLOYMENT DEVELOPMENT DB | Ben326171 | 2/1/2024 | SDI: PAYMENT | 59,574.52 | 59,574.52 |
| | | Voucher: | | | | | | |
| 2680 | 2/1/2024 | 00000004 | NATIONWIDE RETIREMENT SOLL | Ben326173 | 2/1/2024 | DEF COMP NATIONWIDE: PAYME | 61,948.48 | 61,948.48 |
| | | Voucher: | | | | | | |
| 2681 | 2/1/2024 | 00004996 | SEIU-COPE LOCAL 721, LA/OC CI | Ben326175 | 2/1/2024 | SEIU- COPE LOCAL 721 DEDUCT | 41.00 | 41.00 |
| | | Voucher: | | | | | | |
| 2683 | 2/1/2024 | 00004988 | CHILD SUPPORT ON-LINE, STATE | Ben326179 | 2/1/2024 | CHILD SUPPORT-ONLINE: PAYMI | 1,036.12 | 1,036.12 |
| | | Voucher: | | | | | | |
| 2684 | 2/1/2024 | 0009920 | OCSE CLEARINGHOUSE SDU | Ben326181 | 2/1/2024 | GARNISHMENT - AR CHILD SUPP | 324.00 | 324.00 |
| | | Voucher: | | | | | | |

Sub total for BANK OF THE WEST: 1,317,021.03

10 wire transfers in this report.

Grand Total All Wire Transfers: 1,317,021.03

**WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 2/13/2024**

| | | |
|--|--------------------|--------------|
| TOTAL PART I - PAYROLL-RELATED CHECKS | | 750.29 |
| TOTAL PART II - PREPAID CHECKS (1/17/2024) | | 2,408,841.73 |
| TOTAL PART III - PREPAID CHECKS (1/24/2024) | | 280,691.77 |
| TOTAL PART IV - PAYROLL-RELATED CHECKS | | 55,630.59 |
| TOTAL PART V - PREPAID CHECKS (1/31/2024) | | 332,954.02 |
| TOTAL PART VI - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS | | 1,054,283.87 |
| TOTAL PART VII - PAYROLL-RELATED WIRE TRANSFERS | | 282,619.21 |
| TOTAL PART VIII - PAYROLL-RELATED WIRE TRANSFERS | | 1,317,021.03 |
| | SUB - TOTAL | 5,732,792.51 |
| LESS: VOIDS | | 0.00 |
| LESS: EMPLOYEE PAYROLL DEDUCTIONS | | (752,181.92) |
| | GRAND TOTAL | 4,980,610.59 |

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 13, 2024

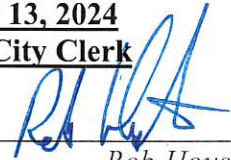
Originating Department: Office of the City Clerk

City Clerk: _____



Yodit Glaze

City Manager: _____



Rob Houston

SUBJECT: REMOVING A PARKS & RECREATION COMMISSION APPOINTEE AND DIRECTING STAFF TO ADVERTISE VACANCIES FOR THE PARKS & RECREATION COMMISSION AND THE TWEEDY MILE ADVISORY BOARD

PURPOSE: To remove a commissioner from the Parks & Recreation Commission and open the application process for anyone interested in serving on the Parks & Recreation Commission and the Tweedy Mile Advisory Board. This item was placed on the agenda at the request of Council Member Maria del Pilar Avalos.

RECOMMENDED ACTION: The City Council will consider:

- a. Approving a motion by Council Member Maria del Pilar Avalos to remove her appointee, Adolfo Varas as Commissioner from the Parks & Recreation Commission; this motion must be approved by the City Council with a four-fifths vote; and
- b. Directing the City Clerk to open the application process to fill vacancies in the Parks & Recreation Commission and the Tweedy Mile Advisory Board.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: On September 12, 2023, Council Member Avalos appointed Adolfo Varas to the Parks & Recreation Commission. Pursuant to Municipal Code Section 1.09.060 Removal of Office, a Parks & Recreation Commissioner may be removed at any time by a four-fifths vote of the entire City Council.

Additionally, in accordance with California Government Code, the City Clerk is required to post a notice of any commission, committee or board vacancy 20 days after the vacancy occurs and accept applications from the public for a required 10 days prior to appointment. There is a provision for setting aside this noticing requirement if the City Council determines that “an emergency exists.”

ATTACHMENT: Roster of City Commissioners, Committee and Board Members (01-31-24)

| Council Member Revised: 01-31-24 | Planning Commission \$125/Meeting 1 st & 3 rd Tuesday at 7 pm | Parks & Recreation Commission \$75/Meeting 2 nd Thursday at 7 pm | Civil Service Commission \$100/Meeting As required | Citizens Advisory Committee \$25/Meeting Meets as needed | |
|---|--|---|--|---|---|
| <p>Maria del Pilar Avalos 2739 Glenwood Place Cell: (562) 719-1337</p> <p>Elected: 03-03-2020 End of Term: November 2024</p> | <p>Jenny Perez 10319 Bowman Ave Cell: (323) 443-4033 jennypbruin@gmail.com</p> <p>Appointed: 01-23-2024 Effective: 01-24-2024</p> | <p>VACANT</p> | | <p>Alejandra Flores Padilla 11356 Pennsylvania Ave Cell: (562) 488-5752 alexfe137@gmail.com Appointed: 09-12-2023 Effective: 09-13-2023</p> <p>Araceli Macias 9721 Annetta Ave Cell: (562) 673-4294 shelly90280@gmail.com Appointed: 09-12-2023 Effective: 09-13-2023</p> | <p>VACANT</p> <p>Appointed:</p> <p>Ana Zavala 9222 San Vincente Ave, Unit B Cell: (310) 704-6949 analuzav1@gmail.com Appointed: 09-12-2023 Effective: 09-13-2023</p> |
| <p>Joshua Barron 8819 Beaudine Avenue Cell: (323) 791-5126</p> <p>Elected: 11-08-2022 End of Term: November 2026</p> | <p>Daisy Prieto 9731 Bryson Avenue Cell: (323) 707-3629 daisyprieto@att.net</p> <p>Appointed: 01-24-2023 Effective: 01-25-2023</p> | <p>Lizette Ruiz 10226 Kaufman Avenue Cell (323) 253-9417 lruuiz@yahoo.com</p> <p>Appointed: 01-24-2023 Effective: 01-25-2023</p> | | <p>Andres Gonzalez 10509 San Carlos Avenue (323) 434-6894 andres.gonzalezsn@gmail.com Appointed: 02-14-2023 Effective: 02-15-2023</p> <p>Rosa Delgado 8829 Firestone Plaza Cell: (626) 246-5793 rposada21@yahoo.com Appointed: 02-14-2023 Effective: 02-15-2023</p> | <p>Mayra Castaneda 5740 Taft Avenue (562) 454-7949 mmcastaneda99@aol.com Appointed: 02-14-2023 Effective: 02-15-2023</p> <p>VACANT</p> <p>Appointed: Effective:</p> |
| <p>Maria Davila 10035 San Luis Avenue Cell: (323) 243-9947</p> <p>Elected: 01-28-2003 End of Term: November 2024</p> | <p>Jose Delgado 3925 Tenaya Avenue Cell: (323) 702-1519 josegdelgado@hotmail.com</p> <p>Appointed: 01-10-2017</p> | <p>Jennifer Cypert 4718 Tweedy Boulevard Cell: (323) 829-0663 jsc001@msn.com</p> <p>Appointed: 02-10-2003</p> | | <p>Marie De Lourdes Castillo 10036 San Antonio Avenue (323) 567-5572 titomi6281@sbcglobal.net Appointed: 02-18-2003</p> <p>VACANT</p> <p>Appointed: Effective:</p> | <p>VACANT</p> <p>Appointed:</p> <p>Anthony Zepeda 5218 McCallum Avenue Cell: (323) 405-2006 anthonyzepeda10@yahoo.com Appointed: 05-27-2014</p> |
| <p>Al Rios 10408 Orange Avenue Cell: (323) 974-3540</p> <p>Elected: 11-08-2022 End of Term: November 2026</p> | <p>Jimmy Ozaeta 2541 Kansas Avenue Cell: (213) 400-0897 jimmyozaeta@hotmail.com</p> <p>Appointed: 01-10-2023 Effective: 01-11-2023</p> | <p>Edgar Pelayo 10207 Mallison Avenue Cell: (323) 816-2904 eip64p@gmail.com</p> <p>Appointed: 01-10-2023 Effective: 01-11-2023</p> | | <p>Susan F. Janer 5314 Batavia Road (323) 717-4243 rosvallday@sbcglobal.net Appointed: 01-23-24 Effective: 01-24-24</p> <p>Richard Gonzales 10328 Walnut Avenue (626) 673-2571 rsgonzales60@aol.com Appointed: 01-23-24 Effective: 01-24-24</p> | <p>Angelica Martinez 10129 Orange Avenue (323) 566-0214 xalosangie@yahoo.com Appointed: 01-23-24 Effective: 01-24-24</p> <p>VACANT</p> <p>Appointed: Effective:</p> |

| | | | | | |
|--|--|--|--|--|---|
| <p>Gil Hurtado 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728</p> <p>Elected: 03-03-2020 End of Term: November 2024</p> | <p>Jovana Laborin 3372 Seminole Avenue Cell: (323) 283-2631 jovanna_cortez@yahoo.com</p> <p>Appointed: 01-10-2023 Effective: 01-01-2023</p> | <p>Alan D. Flores, II 5255 Almira Road Cell: (213) 280-2672 laxxxII@yahoo.com</p> <p>Appointed: 05-12-2020</p> | | <p>VACANT</p> <p>Appointed: 05-12-2020</p> <p>Andrea Martinez 10101 Hildreth Avenue Cell: (310)850-8528 martinezand13@gmail.com Appointed: 01-24-2023</p> | <p>Norma Mendoza 8691 San Gabriel Avenue Cell: (562) 277-2992 norma.mendoza9@gmail.com Appointed: 05-12-2020</p> <p>Cynthia Chavez 5204 Pendleton Avenue, Apt 6 cell: (323) 747-0076 cynchavez@gmail.com Appointed: 05-24-2022</p> |
|--|--|--|--|--|---|

| Council Member | South Gate Tweedy Mile Advisory Board 1 st Monday at 5 pm | | | | |
|---|--|--|--|--|--|
| Maria del Pilar Avalos 2739 Glenwood Place Cell: (562) 719-1337 Elected: 03-03-2020 End of Term: November 2024 | VACANT Appointed: | | | | |
| Joshua Barron 8819 Beaudine Avenue Cell: (323) 791-5126 Elected: 11-08-2022 End of Term: November 2026 | Michelle Montes 10128 Capistrano Avenue Cell: (213) 280-0400 qamm98@yahoo.com Appointed: 02-14-2023 Effective: 02-15-2023 | | | | |
| Maria Davila 10035 San Luis Avenue Cell: (323) 243-9947 Elected: 01-28-2003 End of Term: November 2024 | Angela Lucero 10300 San Jose Avenue Cell: (323) 540-3426 Angela_lucero@sbcglobal.net Appointed on 06-22-2021 Term expires 06-22-2024 | | | | |
| Al Rios 10408 Orange Avenue Cell: (323) 974-3540 Elected: 11-08-2026 End of Term: November 2026 | VACANT Appointed: | | | | |
| Gil Hurtado 10001 W. Frontage Road, Space 215 Cell: (323) 893-5728 Elected: 03-03-2020 End of Term: November 2024 | Sylvia Masushige 8416 Beechwood Avenue Cell: (562) 755-6159 grandmasyl01@hotmail.com Appointed: 05-12-2020 Term expires: 01-31-2023 | | | | |

Revised:
02/12/2024