SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, November 10, 2026 at 6:30 p.m.

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

DIAL-IN NUMBER 1 (213) 338-8477
MEETING ID: 856 2391 0187

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

City Officials

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

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

1. VIEW THE MEETING LIVE ONLINE VIA YouTube: South Gate, CA - YouTube
Please allow up to 24 hours after the meeting for the archive to be available.
2. LISTEN TO THE MEETING ONLINE VIA ZOOM:
https://us06web.zoom.us/j/85623910187
To address the City Council press *9 to raise your hand and *6 to unmute yourself when instructed.
3. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at: yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.
4. ATTEND THE MEETING IN PERSON

***The disruption in service of any alternative method does not prelude the City Council or other legislative body from taking further action and moving forward on the agenda.**

Meeting Schedule

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

Brown Act

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

City's Vision Statement

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

Public Communications

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

Emails for public comment received prior to 4:00 pm on the day of the Council Meeting will be summarized by the City Clerk, not read in its entirety. A copy of the email will be provided to the City Council and will also be available at the City Clerk's Office for public review. A copy of each email will be recorded for public record and noted on the official minutes of tonight's meeting.

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Joshua Barron, Mayor

INVOCATION: Tina De La Rosa, Director of Parks & Recreation

PLEDGE OF ALLEGIANCE:

ROLL CALL: Yodit Glaze, City Clerk

Comments From The Audience - Non-Agenda Items

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

due to the 45-minute limitations will be able to speak at the end of the meeting prior to adjournment.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt/interfere, other actions which disrupt the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section1.04.110.

Reports And Comments From City Officials

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

Consent Calendar Items

Agenda Items **1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12** and **13** are Consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action. Members of the public are permitted to speak on any item listed but their time period is limited to three (3) minutes in total.

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

1. Receipt and Filing of the Quarterly Investment Report for the Quarter Ended September 30, 2026

The City Council will consider: (AS)
a. Receiving and filing the Quarterly Investment Report for the quarter ended September 30, 2026.

Documents:

Item 1.pdf

2. Second Reading of Ordinance No. 2026-09-CC for a Zoning Code Amendment to Amend Title 11, Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) of the South Gate Municipal Code and Finding that the Action is Exempt from the California Environmental Quality Act.

The City Council will consider: (CD)
a. Find that the proposed Ordinance is exempt from the California Environmental Quality Act (CEQA) for the reasons described in the Environmental Exemption section of this report; and

b. Waive the reading in full and adopt Ordinance No. 2026-09-CC, amending Title 11, Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) of the South Gate Municipal Code.

Documents:

Item 2.pdf

3. Amendment No. 1 to Contract No. 2025-71-CC with CJ Concrete Construction, Inc. to Continue Sidewalk Maintenance Services

The City Council will consider: (PW)
a. Approving Amendment No. 1 to Contract No. 2025-71-CC with CJ Concrete Construction, Inc. to extend the contract term by one year retroactive to October 31, 2026, increase the contract amount by $200,000 for additional sidewalk maintenance, and authorize curb, ADA ramp, and water meter box repairs;

b. Appropriating $489,600 in Gas Tax Funds to continue funding for construction, inspection services and a construction contingency; and

c. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

Documents:

Item 3.pdf

4. Amendment No. 1 to the Agreement No. 2024-87-CC with Willdan Engineering for Project Manager Services for the Implementation of Capital Improvement Program Projects

The City Council will consider: (PW)
a. Approving Amendment No.1 to Agreement No. 2024-87-CC with Willdan Engineering for Project Management Services in the amount does not exceed $115,735; and

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

Documents:

Item 4.pdf

5. Ratification of Services Under a Renewal Statement of Work and Approval of an Amended and Restated Agreement with CivicPlus, LLC for Recreation Management Software Services

The City Council will consider: (PARKS)
a.Ratifying the services provided by CivicPlus, LLC under the renewal Statement of Work for CivicRec recreation management software signed on behalf of the City on September

11, 2025, and the payments made for those services, for the period from October 25, 2024, through the earlier of the date the Amended and Restated Agreement is executed or the date the City Council takes further action on the agreement;

b. Approving an Amended and Restated Agreement for Professional Services with CivicPlus, LLC on the City's standard Professional Services Agreement form, which amends and restates Contract No. 2022-93-CC, renews the services through October 24, 2029, attaches the renewal Statement of Work as an exhibit for scope and pricing only, and sets total compensation from October 25, 2024, through October 24, 2029, including amounts already paid, in an amount not to exceed $173,187.25, in substantially the form of the draft attached to this report; and

c. Authorizing the Mayor or City Manager to execute the Amended and Restated Agreement in a form approved by the City Attorney, including changes negotiated with CivicPlus, LLC that do not increase the not-to-exceed amount or extend the term.

Documents:

Item 5.pdf

6. Agreement with iWater, Inc. for the Citywide Valve Turning and Valve Nut Replacement Project, City No. SP-077

The City Council will consider: (PW)
a. Approving an Agreement with iWater, Inc. to perform specialty water system maintenance, including checking valve operation, replacing damaged valve operating nuts, and updating maintenance records, under the Citywide Valve Turning and Valve Nut Replacement, City Project No. SP-077, in an amount not to exceed $769,634;

b. Appropriating $334,680 from the Water Fund to fully fund the Citywide Valve Turning and Valve Nut Replacement, City Project No. SP-077;

c. Authorizing the City Manager to approve and execute amendments to the Agreement up to a cumulative amount of $100,000 in Water Funds; and

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

Documents:

Item 6.pdf

7. Acceptance of a Grant ($100,000) from Koos Manufacturing-AG Jeans for the Police Department's Programs

The City Council will consider: (PD)

a. Accepting a $100,000 grant from Koos Manufacturing – AG Jeans to support various South Gate Police Department community engagement, youth development, wellness, and public safety programs, and recognizing the grant revenue in Fund 231 (Law

Enforcement Grants) in the Fiscal Year 2026-27 budget;

b. Appropriating $100,000 in grand funding within fund 231 to support the designated Police Department programs and activities as identified by Koos Manufacturing- AG Jeans; and

c. Authorizing the allocation and expenditure of grand funds for the community programs, employee wellness initiatives, and public safety activities outlines in this Agenda Bill.

Documents:

Item 7.pdf

8. Award of a Professional Services Agreement to Matrix Consulting Group, LTD. for a Cost Allocation Plan, Federal Grants Cost Recovery Review, and Citywide User Fee Studay

The City Council will consider: (AS)

a. Approving a three-year Professional Services Agreement with Matrix Consulting Group, Ltd. to prepare a Cost Allocation Plan, Federal Grants Cost Recovery Review, and Citywide User Fee Study, with two optional one-year renewals at the City's discretion, in an amount not to exceed $81,000, consisting of a one-time fixed cost of $45,000 for the Cost Allocation Plan and User Fee Study and an allowance of up to $36,000 for optional services, including annual updates;

b. Authorizing the City Manager, or designee, to approve optional services in writing, including annual updates, and to exercise the two one-year renewals, provided the total compensation does not exceed $81,000; and

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

Documents:

Item 8.pdf

9. Approval of an Agreement with Granicus, LLC for Agenda Management, Public Records, Website, and Civic Engagement Software Subscriptions Using Omnia Partners Cooperative Contract No. 159768

The City Council will consider: (AS)

a. Finding that this purchase is exempt from formal bidding under South Gate Municipal Code (SGMC) Section 1.54.510(C), because it is made under Region 14 Education Service Center Contract No. 159768, which Region 14 Education Service Center

awarded to Granicus, LLC through competitive Request for Proposals No. 25-S940 and makes available to public agencies through OMNIA Partners;

b. Approving Agreement with Granicus, LLC for agenda management, public records request management, website, and civic engagement software subscriptions for a three-year term from August 10, 2026, through August 9, 2029, in an amount not to exceed $287,014.52, which includes $260,922.29 for the subscriptions in Granicus Quote No. Q-574980 and a 10% contingency of $26,092.23;

c. Ratifying the City's continued use of the Granicus, LLC subscriptions from August 10, 2026, through the date the Agreement is executed, with payment for that period included in the not-to-exceed amount of the Agreement; and d. Authorizing the Mayor or City Manager to execute the Agreement in a form approved by the City Attorney.

Documents:

Item 9.pdf

10. Purchase Order for Renewal of Software Maintenance and Support Services Agreement for the Police Department

The City Council will consider: (PD)
a. Authorizing the issuance of a Purchase Order to Hitech Systems, Inc. Dba Pulsiam (“Pulsiam”) to renew the Software Maintenance and Support Services agreement for Fiscal Year 2026/2027 for the Police Department in the amount of $134,044.43.

Documents:

Item 10.pdf

11. Ratification and Acceptance of a California Volunteers Youth Service Corps Grant and Approval of a Subrecipient Agreement with Conservation Corps of Long Beach for Youth Workforce Development

The City Council will consider: (PARKS)

a. Ratifying the execution of Standard Agreement No. JP2003-Y2526 with the Governor's Office of Service and Community Engagement/California Volunteers, signed on behalf of the City on April 1, 2026, and accepting the Youth Service Corps Program grant award in an amount not to exceed $582,131.61 for a term from April 1, 2026, through December 31, 2027;

b. Approving Subrecipient Agreement with Conservation Corps of Long Beach, a California nonprofit public benefit corporation, to provide paid job training and supportive services to 36 young adults for a term from July 1, 2026, through December 31, 2027, in an amount not to exceed $576,131.61;

c. Ratifying program services performed by Conservation Corps of Long Beach since July 1, 2026, at the request of the Department of Parks & Recreation, and authorizing reimbursement of eligible, documented costs for that period within the not-to-exceed amount of the Subrecipient Agreement;

d. Appropriating $582,131.61 in Youth Service Corps grant revenue to Account No. 261-4699 and appropriating corresponding expenditures of $576,131.61 to Account No. 100-

460-61-6646 and $6,000.00 to Account No. 100-460-61-6101 in the General Fund for Fiscal Year 2026-27;

e. Authorizing the City Manager, or designee, to sign grant invoices, reports, and other administrative documents required by California Volunteers, including amendments that extend the grant term, provided they do not increase the City's financial obligations; and

f. Authorizing the Mayor or City Manager to execute the Subrecipient Agreement in a form approved by the City Attorney.

Documents:

Item 11.pdf

12. Acceptance of a Clean California Grant from the California Department of Transportation and Approval of a Subrecipient Agreement with the Conservation Corps of Long Beach for the South Gate Community Access & Cleanup Project

The City Council will consider: (PARKS)

a. Ratifying the execution by the Director of Parks & Recreation of Restricted Grant Agreement No. 07-CCEP-08 (Project No. CCEP-5257(047)) with the State of California, acting by and through its Department of Transportation, and accepting a Clean California Community Cleanup and Employment Pathway Grant Program award in the amount of $199,901.00 for the South Gate Community Access & Cleanup Project;

b. Approving Subrecipient Agreement with Conservation Corps of Long Beach, a California nonprofit public benefit corporation, to implement the South Gate Community Access & Cleanup Project for a term beginning November 1, 2026 through July 30, 2027, in an amount not to exceed $194,901.00;

c. Appropriating $199,901.00 in Clean California grant revenue to Account No. 261-4699 and $199,901.00 in corresponding expenditures to Account No. 100-460-61-6646 in the General Fund for Fiscal Year 2026-27;

d. Authorizing the City Manager, or the Director of Parks & Recreation as designee, to sign reimbursement requests, progress and closeout reports, and other administrative documents required to carry out the grant, provided they do not increase the grant amount or the Subrecipient Agreement amount; and

e. Authorizing the Mayor or City Manager to execute the Subrecipient Agreement in a form approved by the City Attorney.

Documents:

Item 12.pdf

13. Approval of City Council Meeting Minutes

The City Council will consider: (CLERK)

a. The Special and Regular Meeting Minutes of July 14, 2026;

b. The Special and Regular Meeting Minutes of July 28, 2026;

c. The Special and Regular Meeting Minutes of August 11, 2026;

d. The Special and Regular Meeting Minutes of August 25, 2026;

e. The Special and Regular Meeting Minutes of September 8, 2026; and

f. The Special and Regular Meeting Minutes of September 22, 2026.

Documents:

Item 13.pdf

Recommendations And Requests

14. Warrant Register for November 10, 2026

The City Council will consider: (AS)

a. Approving the Warrant Register for November 10, 2026.

Total of Checks:	$2,483,748.63
Less: Employee Payroll Deductions	(374,492.19)
Grand Total:	$2,109,256.44

Cancellations: 115771 and 115760

Documents:

Item 14.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on November 6, 2026, at 2:30 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

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

MEETING SCHEDULE

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

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

PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers.

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

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

CURFEW

In absence of a motion duly adopted by majority vote of the City Council, the Presiding Officer may adjourn the City Council meetings at 10:30 p.m. The Presiding Officer may ask the City Council if any

agenda items listed should be continued or dealt with during the meeting. For those items to be continued, the City Council can direct the item be placed on the next City Council agenda or the current meeting may be adjourned to a time certain at which time the meeting shall be reconvened as an Adjourned Regular Meeting of the City Council and action upon the published agenda continued.

STAFF REPORTS

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

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

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

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

1:48pm

Item No. 1

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
Originating Department: **Administrative Services**

Department Head: *Luis Frausto* ***City Manager:*** *Rob Houston*

SUBJECT: RECEIPT AND FILING OF THE QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2026

PURPOSE: The City Council is asked to receive and file the Quarterly Investment Report for the quarter ended September 30, 2026, prepared by the City's investment adviser, Meeder Public Funds, Inc. The report shows how the City's public funds are invested, what they earned, and whether they comply with state law and the City's Investment Policy. As of September 30, 2026, the portfolio had a book value of $95,765,356.40 and a market value of $94,270,210.87, and it earned $854,283.43 in interest during the quarter.

RECOMMENDED ACTIONS: The City Council will consider:

a. Receiving and filing the Quarterly Investment Report for the quarter ended September 30, 2026.

SUMMARY: The Department of Administrative Services presents this report each quarter so the City Council and the public can see where the City's operating funds and reserves are invested. This report covers July 1 through September 30, 2026, the first quarter of Fiscal Year 2026-27. Meeder Public Funds, Inc. (Meeder) manages the City's securities, which are held in safekeeping at U.S. Bank. The rest of the portfolio is held in the Local Agency Investment Fund (LAIF), a pooled fund run by the California State Treasurer, and in a money market fund.

All investments comply with the City's Investment Policy and state law, and the portfolio's average credit rating is AA-, a high-quality rating. The portfolio's average yield rose from 3.83% to 4.05% during the quarter. Market value was about $1.5 million below book value because interest rates rose. This is a paper difference, not a loss of principal, and the City expects to hold its securities until they mature and pay their full face value. Staff certifies that the City has enough cash to meet its expected expenses for the next six months.

Investment earnings are a meaningful source of supplemental revenue, but the portfolio is managed first to keep public funds safe and available. It is not intended to offset the City's ongoing structural imbalance between revenues and expenditures.

FISCAL IMPACT: Receiving and filing this report has no fiscal impact and does not change the FY 2026-27 Adopted Budget. For information, the portfolio earned $854,283.43 in interest during the quarter: $623,258.98 from the securities and money market fund held at U.S. Bank and $231,024.45 from LAIF. These amounts reflect interest received in cash during the quarter. The difference between market value and book value ($1,495,145.53) is unrealized. It is not a cash loss and does not reduce revenue unless a security is sold before it matures. The recommended action has no impact on the General Fund.

BACKGROUND: California Government Code Section 53646 allows a city's chief fiscal officer to provide a quarterly investment report to the City Council, the City Manager, and the internal auditor. When a report is provided, Section 53646(b) requires it to be submitted within 45 days after the quarter ends, to list the City's investments, to state whether the portfolio complies with the Investment Policy, and to state whether the City can meet its expenditure requirements for the next six months. The City's Investment Policy makes this report a requirement: the Director of Administrative Services must render it within 45 days after each quarter ends. This report is presented on November 10, 2026, 41 days after the quarter ended.

The City retained Meeder as its discretionary investment adviser effective March 16, 2026. Before then, most of the City's cash was held in LAIF and a money market fund. Since March, Meeder has invested on the City's behalf in a diversified mix of fixed-income securities permitted by the Investment Policy, with maturities of up to five years. On August 11, 2026, the City Council adopted Resolution No. 2026-40-CC, approving the Annual Statement of Investment Policy for FY 2026-27, the first comprehensive update since 2004, and renewing the one-year delegation of investment authority to the Director of Administrative Services under Government Code Section 53607. The quarterly report for the quarter ended June 30, 2026, was presented at the same meeting. This is the first quarterly report prepared under the updated policy.

Attached is the Investment Report as of September 30, 2026, for the City and Housing Authority, prepared by Meeder (Attachment A). It includes a portfolio summary, a position statement listing every holding, all transactions during the quarter, interest received, and projected income for the next 12 months.

ANALYSIS: The portfolio performed as intended during the quarter. It remained safe, liquid, and compliant, and its yield increased as maturing funds were reinvested at higher rates. The key findings are summarized below.

Portfolio Composition

Total market value decreased from $112.7 million on June 30, 2026, to $94.3 million on September 30, 2026. Almost all of the change came from LAIF. During the quarter, a net $18.0 million was transferred out of LAIF to pay the City's annual Independent Cities Risk Management Authority (ICRMA) liability program contribution, its annual California Public Employees' Retirement System (CalPERS) unfunded accrued liability payment, and the semi-annual debt service payment on the Series A-T Taxable Water Revenue Refunding Bonds. There were no contributions to or withdrawals from the account managed by Meeder.

The portfolio is invested in high-quality, fixed-income instruments. U.S. Treasuries are the largest share at 32.13% of market value, followed by corporate bonds at 20.98%, LAIF at 15.72%, and

mortgage-backed securities at 15.41%. The table below shows the book value (purchase cost), market value, and unrealized gain or loss for each investment type as of September 30, 2026.

Investment Type	Book Value	Market Value	Unrealized Gain/(Loss)	Share of Market Value
U.S. Treasuries	$30,973,989.26	$30,287,641.25	($686,348.01)	32.13%
Corporate bonds	$20,250,692.30	$19,777,073.35	($473,618.95)	20.98%
LAIF	$14,822,300.98	$14,822,300.98	$0.00	15.72%
Mortgage-backed securities	$14,895,491.85	$14,524,292.53	($371,199.32)	15.41%
Commercial paper	$9,147,556.25	$9,281,796.31	$134,240.06	9.85%
U.S. agencies	$4,655,065.00	$4,557,357.25	($97,707.75)	4.83%
Negotiable certificates of deposit	$744,000.00	$743,488.44	($511.56)	0.79%
Money market fund	$276,260.76	$276,260.76	$0.00	0.29%
Total	**$95,765,356.40**	**$94,270,210.87**	**($1,495,145.53)**	**100.00%**

Source: Attachment A, Position Statement as of September 30, 2026. Shares are of total market value.

Market Value Compared with Book Value

On September 30, 2026, market value was $1,495,145.53, or 1.56%, below book value. Interest rates rose during the quarter, and when rates rise, the market price of bonds bought earlier falls. The difference does not reflect lower credit quality, as the average credit rating remains AA-. Because the City has enough liquidity to hold its securities to maturity, it does not expect to realize these losses. Higher rates also help the City going forward, because new purchases during the quarter earned an average yield of 4.51%.

Liquidity and Maturity

The portfolio is laddered, meaning maturities are spread evenly so that money comes due on a regular schedule. As of September 30, 2026, 16.0% of the portfolio was available the same day, 17.0% matures within one year, 17.1% in one to two years, 15.9% in two to three years, 17.5% in three to four years, and 16.5% in four to five years. Same-day funds, held mainly in LAIF with a small amount in the money market fund, decreased from 29.2% on June 30, 2026, because of the LAIF transfers described above. The portfolio's weighted average maturity was 2.10 years, compared with 1.75 years on June 30, 2026, and its effective duration (a measure of sensitivity to interest rate changes) was 1.90 years. Securities with a par value of $8.7 million mature between October 2026 and March 2027 and will be available for City cash needs or reinvestment.

Investment Earnings

Interest received during the quarter totaled $854,283.43, compared with $933,499.73 for the quarter ended June 30, 2026. The decrease of $79,216.30 came from the money market fund. The prior quarter included about $167,580 in money market dividends posted on April 1, 2026, for March, when most of the portfolio was still in the money market fund before Meeder invested it. That income does not recur. Interest from securities rose from about $591,955 to $620,306.92, and LAIF interest rose from $170,632.02 to $231,024.45. LAIF pays interest quarterly after the quarter ends, so the July payment reflects April through June earnings.

During the quarter, six securities matured, two were sold, and one made a scheduled principal payment, for net realized gains of $56,800.67. Meeder bought seven securities on the City's behalf with a combined par value of $8.5 million: three U.S. Treasury notes, one mortgage-backed security, and three commercial paper issues. The portfolio's weighted average yield to maturity rose from 3.83% on June 30, 2026, to 4.05% on September 30, 2026.

Based on current holdings, Meeder projects $2,965,848.22 in interest from October 2026 through September 2027, including $856,328.44 from October through December 2026. These projections exclude LAIF and money market earnings and assume no reinvestment of maturing securities, so actual results will depend on interest rates at that time. They are estimates, not budget figures.

Legal Authority and Compliance

All investments held during the quarter complied with the Investment Policy adopted by Resolution No. 2026-40-CC and with California Government Code Section 53600 et seq. Each investment type is within its maximum share of the portfolio, every holding meets the policy's minimum credit rating, and no single corporate or bank issuer approaches the 10% limit. The policy limits maturities to five years from settlement. The longest-dated holding, a U.S. Treasury note purchased in September 2026, matures on September 30, 2031, five years after it settled. No exceptions, violations, or credit events occurred during the quarter.

The Investment Policy also requires the quarterly report to show performance against the approved benchmark, the ICE BofA 1-3 Year U.S. Government/Corporate Index, and to identify the source of market values. For the quarter, the securities managed by Meeder returned -0.70%, compared with -0.15% for the benchmark. Total return includes changes in market value that the City does not expect to realize, because it holds its securities to maturity. Most of the difference occurred in September, when rising interest rates lowered prices more for the portfolio's longer maturities than for the one-to-three-year benchmark. Market values are provided by Bloomberg's BVAL pricing service through Meeder's Clearwater reporting system.

As required by Government Code Section 53646(b)(3), staff certifies that the City has sufficient cash flow from maturing investments and liquid funds to meet all anticipated expenditures for the next six months.

ATTACHMENTS: A. Quarterly Investment Report - September 30, 2026

City of South Gate

Investment Report

As of September 30, 2026



MEEDER
PUBLIC FUNDS

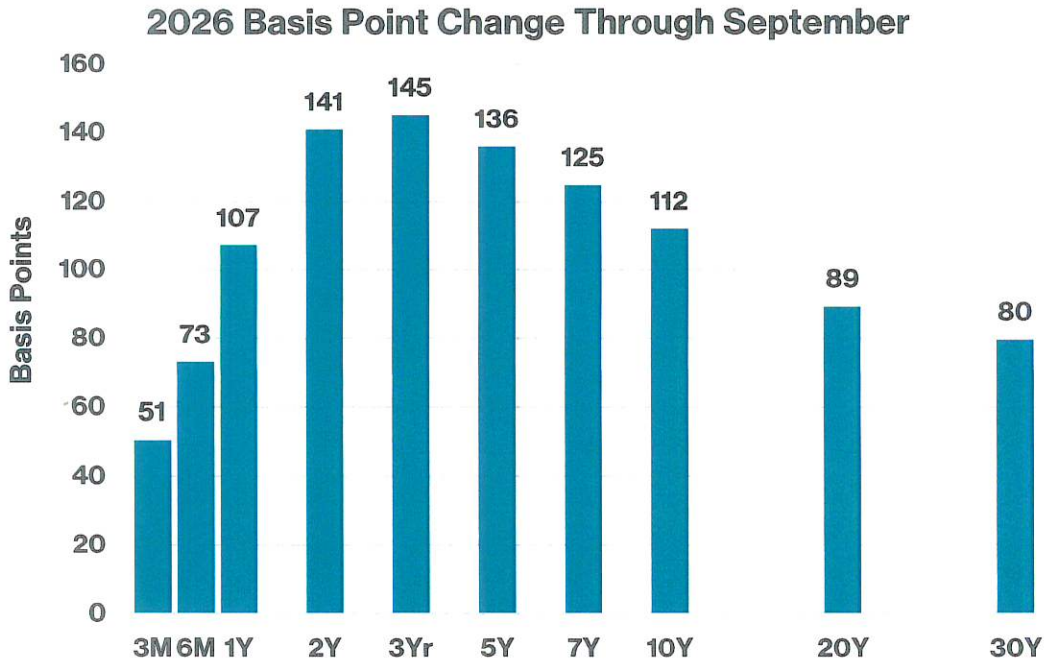
Attachment A
Agenda Bill 11/10/26

OBSERVATIONS AND EXPECTATIONS

MEEDER PUBLIC FUNDS

- Interest rates rose materially during September as inflation remains elevated
- The Federal Reserve hiked the Fed Funds rate .25% in September, with more projected
- Labor market continued its generally not too hot, not too cold posture
- The 30-year U.S. Treasury bond hit its highest rate in 24 years on debt/inflation worries

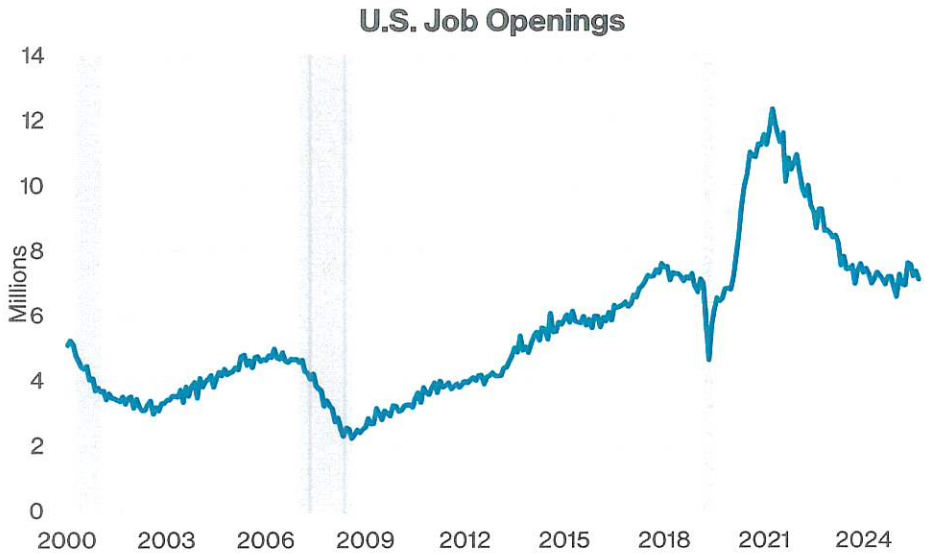
- All U.S. Treasury rates have increased during 2026.
- The highest YTD rate of change has occurred in the shorter-term tenors of the yield curve.
- Persistent inflation, all-time high Federal debt, and increased corporate bond issuance have been primary contributors to rates pushing higher in 2026.

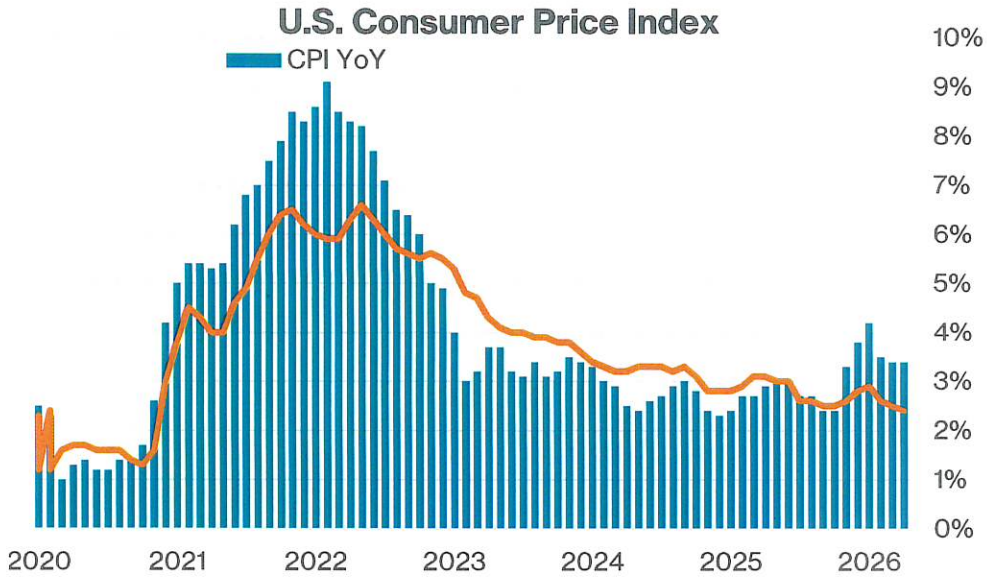


SOURCE: BLOOMBERG

- Job openings are back to the range before COVID era.
- This labor market metric skyrocketed during the COVID pandemic due to a rapid economic rebound, massive shifts in consumer spending, and permanent structural changes to the workforce.
- The labor market is currently at an equilibrium between job seekers and the unemployed, as some have described it as "low fire, low hire."

SOURCE: BLOOMBERG



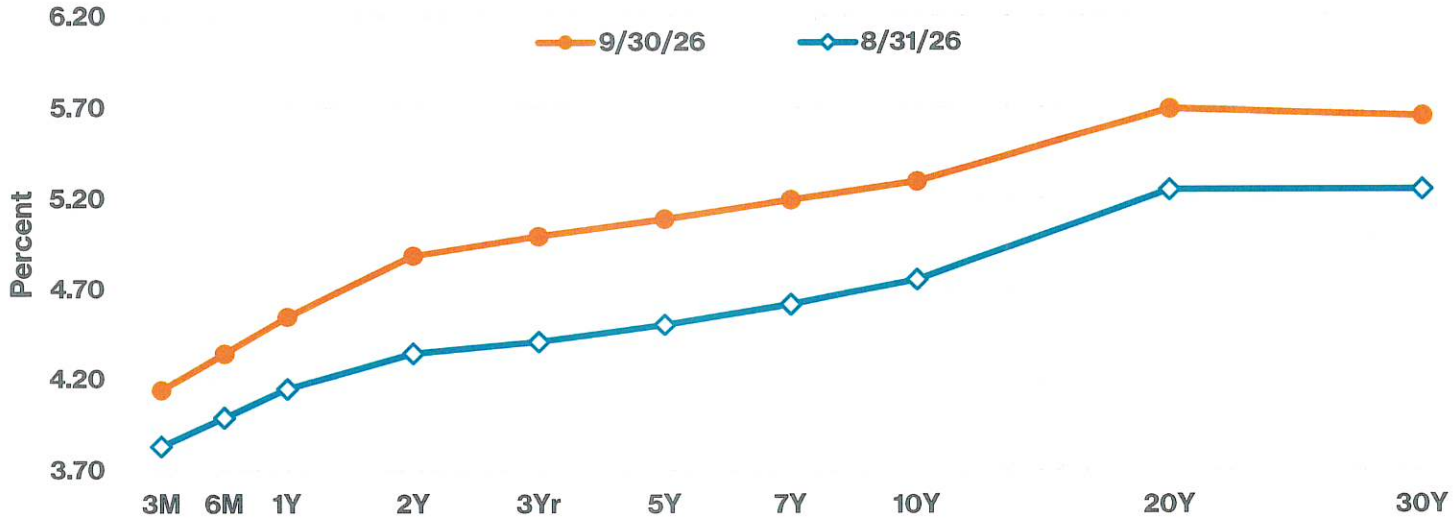


- U.S. inflation data released in May 2026 accelerated to the fastest pace since 2023.
- A surge in energy prices accounted for most of the recent advance.
- Inflation's YoY rate of change has slowed from earlier this year, but cumulative inflation since the start of the pandemic (~6.5 years ago) remains well above historic averages.

SOURCE: BLOOMBERG

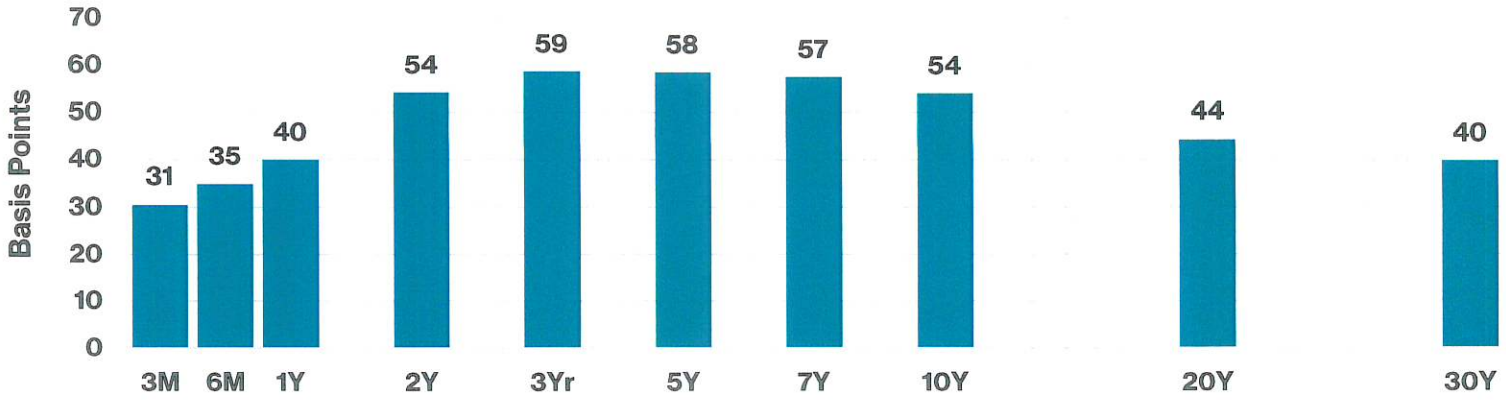
MEEDER PUBLIC FUNDS

U.S. Treasury Yield Curve Change



SOURCE: BLOOMBERG

Basis Point Change



SOURCE: BLOOMBERG

MEEDER PUBLIC FUNDS

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CITY OF SOUTH GATE
SEPTEMBER 30, 2026

Portfolio Summary

4.05
Weighted Average Yield to Maturity

2.10
Weighted Average Maturity (Years)

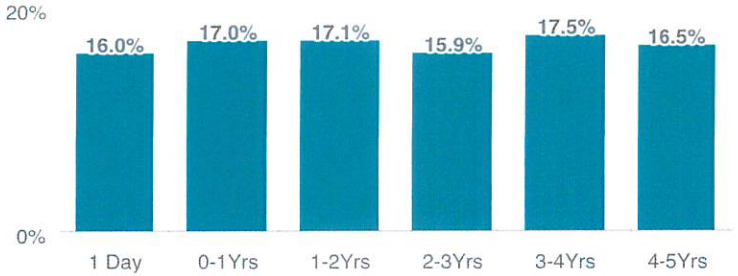
1.90
Portfolio Effective Duration (Years)

2.08
Weighted Average Life (Years)

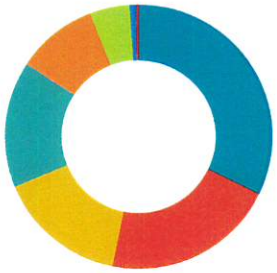
AA-
Average Credit Rating

MEEDER PUBLIC FUNDS

Maturity Distribution



Sector Allocation

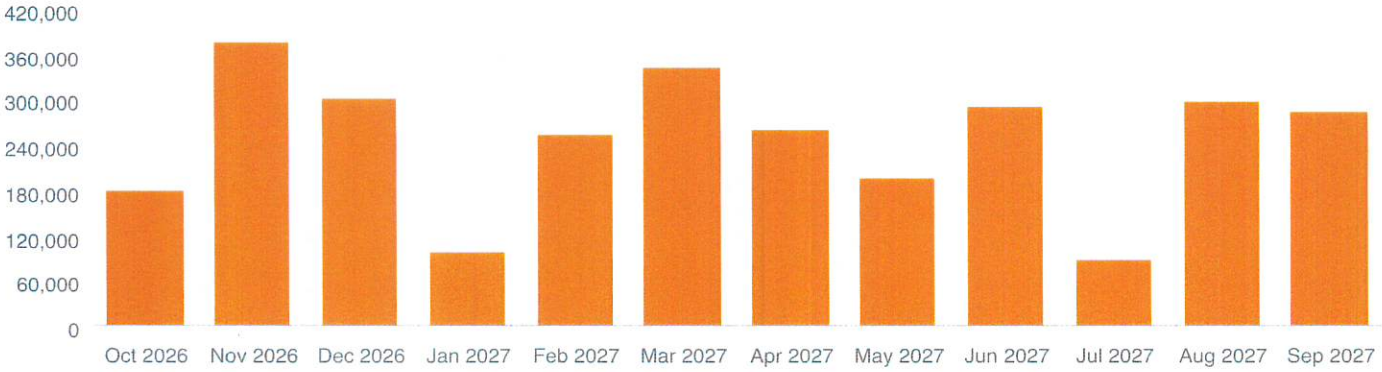


U.S. Treasuries	32.13%
Corporate Bonds	20.98%
LGIP	15.72%
MBS	15.41%
Commercial Paper	9.85%
U.S. Agencies	4.83%
Negotiable CD's	0.79%
Money Market Funds	0.29%

Custodial Reconciliation

	CURRENT MONTH
Beginning	**80,276,163.34**
Contributions/Withdrawals	0.00
Management Fees	0.00
Custodian Fees	0.00
Realized Gains Losses	56,800.67
Purchased Interest	(13,167.57)
Interest Received	623,258.98
ENDING	**80,943,055.42**

Projected Monthly Income Schedule



MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CITY OF SOUTH GATE												
LGIP												
CALAIF	California LAIF	09/30/2026 09/30/2026	14,775,498.77	14,775,498.77 0.00	14,775,498.77	3.91		1	1.00 14,775,498.77	0.00 14,775,498.77	15.67	NA
CALAIF	California LAIF	09/30/2026 09/30/2026	46,802.21	46,802.21 0.00	46,802.21	3.91		1	1.00 46,802.21	0.00 46,802.21	0.05	NA
LGIP TOTAL			**14,822,300.98**	**14,822,300.98 0.00**	**14,822,300.98**	**3.91**		**1**	**1.00 14,822,300.98**	**0.00 14,822,300.98**	**15.72**	**NA**
MONEY MARKET FUNDS												
31846V567	FIRST AMER:GVT OBLG;Z	09/30/2026 09/30/2026	276,260.76	276,260.76 0.00	276,260.76	3.73		1	1.00 276,260.76	0.00 276,260.76	0.29	Aaa AAA
MONEY MARKET FUNDS TOTAL			**276,260.76**	**276,260.76 0.00**	**276,260.76**	**3.73**		**1**	**1.00 276,260.76**	**0.00 276,260.76**	**0.29**	**AAA**
COMMERCIAL PAPER												
63873KL47	NATIXIS NY 11/04/26	03/31/2026 03/31/2026	2,500,000.00	2,440,201.40 0.00	2,440,201.40	4.05	11/04/2026	35	99.63 2,490,673.61	50,472.21 2,440,201.40	2.64	P-1 A-1
53948BLK3	LLOYDS BK NY BR 11/19/26	03/20/2026 03/23/2026	1,000,000.00	973,222.22 0.00	973,222.22	4.11	11/19/2026	50	99.46 994,555.56	21,333.34 973,222.22	1.06	P-1 A-1
62479MMQ3	MUFG BANK NY 12/24/26	03/31/2026 03/31/2026	2,500,000.00	2,427,044.44 0.00	2,427,044.44	4.04	12/24/2026	85	99.09 2,477,133.33	50,088.89 2,427,044.44	2.63	P-1 A-1
22533UQ89	CREDIT AGRI NY 03/08/27	09/08/2026 09/09/2026	1,000,000.00	979,650.00 0.00	979,650.00	4.15	03/08/2027	159	98.21 982,137.22	2,487.22 979,650.00	1.04	P-1 A-1
53948BRG6	LLOYDS BK NY BR 04/16/27	07/22/2026 07/23/2026	1,025,000.00	993,603.40 0.00	993,603.40	4.26	04/16/2027	198	97.74 1,001,834.72	8,231.32 993,603.40	1.06	P-1 A-1
21687BT19	COOPERATIEVE UA 06/01/27	09/17/2026 09/21/2026	1,375,000.00	1,333,834.79 0.00	1,333,834.79	4.39	06/01/2027	244	97.12 1,335,461.87	1,627.08 1,333,834.79	1.42	P-1 A-1
COMMERCIAL PAPER TOTAL			**9,400,000.00**	**9,147,556.25 0.00**	**9,147,556.25**	**4.14**		**111**	**98.75 9,281,796.31**	**134,240.06 9,147,556.25**	**9.85**	**A-1**
U.S. TREASURIES												
91282CKZ3	US TREASURY 4.375 07/15/27	03/30/2026 03/31/2026	1,250,000.00	1,258,398.44 0.00	1,258,398.44	3.83	07/15/2027	288	99.90 1,248,750.00	(9,648.44) 1,258,398.44	1.32	Aa1 AA+
91282CLL3	US TREASURY 3.375 09/15/27	03/30/2026 03/31/2026	1,250,000.00	1,241,406.25 0.00	1,241,406.25	3.86	09/15/2027	350	98.87 1,235,900.00	(5,506.25) 1,241,406.25	1.31	Aa1 AA+
91282CLQ2	US TREASURY 3.875 10/15/27	03/24/2026 03/25/2026	1,250,000.00	1,248,632.81 0.00	1,248,632.81	3.95	10/15/2027	380	99.26 1,240,725.00	(7,907.81) 1,248,632.81	1.32	Aa1 AA+
91282CMB4	US TREASURY 4.000 12/15/27	03/24/2026 03/25/2026	1,250,000.00	1,251,074.22 0.00	1,251,074.22	3.95	12/15/2027	441	99.19 1,239,887.50	(11,186.72) 1,251,074.22	1.32	Aa1 AA+
91282CGH8	US TREASURY 3.500 01/31/28	03/24/2026 03/25/2026	1,250,000.00	1,240,380.86 0.00	1,240,380.86	3.93	01/31/2028	488	98.40 1,229,975.00	(10,405.86) 1,240,380.86	1.30	Aa1 AA+
91282CQB0	US TREASURY 3.375 02/29/28	03/30/2026 03/31/2026	1,250,000.00	1,239,697.27 0.00	1,239,697.27	3.82	02/29/2028	517	98.12 1,226,462.50	(13,234.77) 1,239,697.27	1.30	Aa1 AA+

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PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
91282CMW8	US TREASURY 3.750 04/15/28	03/30/2026 03/31/2026	1,250,000.00	1,247,851.56 0.00	1,247,851.56	3.84	04/15/2028	563	98.45 1,230,612.50	(17,239.06) 1,247,851.56	1.31	Aa1 AA+
91282CND9	US TREASURY 3.750 05/15/28	03/30/2026 03/31/2026	1,250,000.00	1,247,949.22 0.00	1,247,949.22	3.83	05/15/2028	593	98.35 1,229,350.00	(18,599.22) 1,247,949.22	1.30	Aa1 AA+
91282CNH0	US TREASURY 3.875 06/15/28	03/30/2026 03/31/2026	1,250,000.00	1,251,318.36 0.00	1,251,318.36	3.82	06/15/2028	624	98.43 1,230,425.00	(20,893.36) 1,251,318.36	1.31	Aa1 AA+
91282CNY3	US TREASURY 3.375 09/15/28	03/30/2026 03/31/2026	1,250,000.00	1,236,425.78 0.00	1,236,425.78	3.84	09/15/2028	716	97.23 1,215,337.50	(21,088.28) 1,236,425.78	1.29	Aa1 AA+
91282CPC9	US TREASURY 3.500 10/15/28	03/30/2026 03/31/2026	1,250,000.00	1,239,550.78 0.00	1,239,550.78	3.85	10/15/2028	746	97.33 1,216,650.00	(22,900.78) 1,239,550.78	1.29	Aa1 AA+
91282CEM9	US TREASURY 2.875 04/30/29	03/30/2026 03/31/2026	1,250,000.00	1,214,501.95 0.00	1,214,501.95	3.86	04/30/2029	943	95.01 1,187,600.00	(26,901.95) 1,214,501.95	1.26	Aa1 AA+
91282CGB1	US TREASURY 3.875 12/31/29	03/30/2026 03/31/2026	1,250,000.00	1,248,339.84 0.00	1,248,339.84	3.91	12/31/2029	1,188	96.63 1,207,812.50	(40,527.34) 1,248,339.84	1.28	Aa1 AA+
91282CMG3	US TREASURY 4.250 01/31/30	03/30/2026 03/31/2026	1,250,000.00	1,264,648.44 0.00	1,264,648.44	3.92	01/31/2030	1,219	97.68 1,221,000.00	(43,648.44) 1,264,648.44	1.30	Aa1 AA+
91282CGQ8	US TREASURY 4.000 02/28/30	03/30/2026 03/31/2026	1,250,000.00	1,253,613.28 0.00	1,253,613.28	3.92	02/28/2030	1,247	96.86 1,210,737.50	(42,875.78) 1,253,613.28	1.28	Aa1 AA+
91282CGS4	US TREASURY 3.625 03/31/30	03/30/2026 03/31/2026	1,250,000.00	1,236,181.64 0.00	1,236,181.64	3.93	03/31/2030	1,278	95.57 1,194,625.00	(41,556.64) 1,236,181.64	1.27	Aa1 AA+
91282CNG2	US TREASURY 4.000 05/31/30	03/24/2026 03/25/2026	1,250,000.00	1,248,388.67 0.00	1,248,388.67	4.03	05/31/2030	1,339	96.59 1,207,325.00	(41,063.67) 1,248,388.67	1.28	Aa1 AA+
91282CNK3	US TREASURY 3.875 06/30/30	03/24/2026 03/25/2026	1,250,000.00	1,241,992.19 0.00	1,241,992.19	4.04	06/30/2030	1,369	96.09 1,201,125.00	(40,867.19) 1,241,992.19	1.27	Aa1 AA+
91282CHR5	US TREASURY 4.000 07/31/30	03/24/2026 03/25/2026	1,250,000.00	1,248,046.88 0.00	1,248,046.88	4.04	07/31/2030	1,400	96.42 1,205,225.00	(42,821.88) 1,248,046.88	1.28	Aa1 AA+
91282CPD7	US TREASURY 3.625 10/31/30	07/28/2026 07/29/2026	1,000,000.00	972,070.31 8,865.49	980,935.80	4.35	10/31/2030	1,492	94.80 948,010.00	(24,060.31) 972,070.31	1.01	Aa1 AA+
91282CJQ5	US TREASURY 3.750 12/31/30	03/24/2026 03/25/2026	1,250,000.00	1,232,958.98 0.00	1,232,958.98	4.07	12/31/2030	1,553	95.04 1,187,937.50	(45,021.48) 1,232,958.98	1.26	Aa1 AA+
91282CJX0	US TREASURY 4.000 01/31/31	03/24/2026 03/25/2026	1,250,000.00	1,246,191.41 0.00	1,246,191.41	4.07	01/31/2031	1,584	95.91 1,198,825.00	(47,366.41) 1,246,191.41	1.27	Aa1 AA+
91282CQK0	US TREASURY 3.875 04/30/31	04/28/2026 04/30/2026	1,250,000.00	1,244,091.80 0.00	1,244,091.80	3.98	04/30/2031	1,673	95.18 1,189,750.00	(54,341.80) 1,244,091.80	1.26	Aa1 AA+
91282CRA1	US TREASURY 4.375 07/31/31	07/28/2026 07/31/2026	1,250,000.00	1,251,025.39 0.00	1,251,025.39	4.36	07/31/2031	1,765	97.02 1,212,787.50	(38,237.89) 1,251,025.39	1.29	Aa1 AA+
91282CRN3	US TREASURY 5.000 09/30/31	09/29/2026 09/30/2026	1,375,000.00	1,369,252.93 0.00	1,369,252.93	5.10	09/30/2031	1,826	99.70 1,370,806.25	1,553.32 1,369,252.93	1.45	Aa1 AA+
U.S. TREASURIES TOTAL			**31,125,000.00**	**30,973,989.26 8,865.49**	**30,982,854.75**	**4.01**		**1,018**	**97.33 30,287,641.25**	**(686,348.01) 30,973,989.26**	**32.13**	**AA+**
U.S. AGENCIES												
3133ENBK5	FED FARM CR BNKS 1.140 10/20/26 '26	12/02/2021 12/02/2021	1,000,000.00	997,000.00 0.00	997,000.00	1.20	10/20/2026	20	99.84 998,390.00	1,390.00 997,000.00	1.06	Aa1 AA+
3133EWFV7	FED FARM CR BNKS 3.520 03/06/29 '28	03/25/2026 03/26/2026	1,250,000.00	1,235,937.50 0.00	1,235,937.50	3.93	03/06/2029	888	96.60 1,207,537.50	(28,400.00) 1,235,937.50	1.28	Aa1 AA+

MEEDER PUBLIC FUNDS

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3130APGE9	FHLBANKS 1.900 10/26/29 '26	03/23/2026 03/24/2026	1,500,000.00	1,397,640.00 0.00	1,397,640.00	3.96	10/26/2029	1,122	91.19 1,367,850.00	(29,790.00) 1,397,640.00	1.45	Aa1 AA+
3130BA4U8	FHLBANKS 4.125 03/27/31 '29	03/27/2026 03/30/2026	1,025,000.00	1,024,487.50 0.00	1,024,487.50	4.14	03/27/2031	1,639	95.96 983,579.75	(40,907.75) 1,024,487.50	1.04	Aa1 AA+
U.S. AGENCIES TOTAL			**4,775,000.00**	**4,655,065.00 0.00**	**4,655,065.00**	**3.39**		**930**	**95.55 4,557,357.25**	**(97,707.75) 4,655,065.00**	**4.83**	**AA+**
MBS												
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	03/24/2026 03/27/2026	1,233,009.66	1,216,344.77 0.00	1,216,344.77	4.01	11/25/2027	421	98.32 1,212,242.94	(4,101.83) 1,216,344.77	1.29	Aaa AA+
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	03/24/2026 03/27/2026	1,250,000.00	1,240,625.00 0.00	1,240,625.00	4.15	07/25/2028	664	97.86 1,223,223.13	(17,401.88) 1,240,625.00	1.30	Aaa AA+
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	03/20/2026 03/25/2026	1,430,000.00	1,419,666.02 0.00	1,419,666.02	4.10	08/25/2028	695	97.74 1,397,660.41	(22,005.61) 1,419,666.02	1.48	Aa1 AA+
3140HRG80	FN BL0222	03/23/2026 03/26/2026	1,675,000.00	1,657,399.41 0.00	1,657,399.41	4.08	06/01/2029	975	96.21 1,611,433.75	(45,965.66) 1,657,399.41	1.71	Aa1 AA+
3137FPHK4	FH-K098-A2	03/24/2026 03/27/2026	1,250,000.00	1,179,882.81 0.00	1,179,882.81	4.14	08/25/2029	1,060	92.56 1,157,030.63	(22,852.19) 1,179,882.81	1.23	Aa1 AA+
3137FQ3A9	FH-K100-A2	03/24/2026 03/27/2026	1,250,000.00	1,187,060.55 0.00	1,187,060.55	4.17	09/25/2029	1,091	92.85 1,160,580.38	(26,480.18) 1,187,060.55	1.23	Aa1 AA+
3132XFUA4	FH WN1476	03/26/2026 03/31/2026	505,000.00	501,212.50 0.00	501,212.50	4.41	10/01/2029	1,097	96.93 489,501.55	(11,710.95) 501,212.50	0.52	Aa1 AA+
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	03/24/2026 03/27/2026	1,250,000.00	1,257,910.16 0.00	1,257,910.16	4.21	01/25/2030	1,213	97.45 1,218,168.00	(39,742.16) 1,257,910.16	1.29	Aa1 AA+
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	03/24/2026 03/27/2026	1,250,000.00	1,249,707.03 0.00	1,249,707.03	4.22	07/25/2030	1,394	96.52 1,206,531.38	(43,175.66) 1,249,707.03	1.28	Aa1 AA+
3140Q0F98	FN BZ4691	03/20/2026 03/25/2026	1,250,000.00	1,271,679.69 0.00	1,271,679.69	4.28	08/01/2030	1,401	97.74 1,221,712.50	(49,967.19) 1,271,679.69	1.30	Aa1 AA+
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	03/24/2026 03/27/2026	1,250,000.00	1,251,269.53 0.00	1,251,269.53	4.24	09/25/2030	1,456	96.55 1,206,892.88	(44,376.66) 1,251,269.53	1.28	Aa1 AA+
3140Q3P42	FN BZ7642	08/21/2026 08/26/2026	1,500,000.00	1,462,734.38 0.00	1,462,734.38	4.69	08/01/2031	1,766	94.62 1,419,315.00	(43,419.38) 1,462,734.38	1.51	Aa1 AA+
MBS TOTAL			**15,093,009.66**	**14,895,491.85 0.00**	**14,895,491.85**	**4.22**		**1,104**	**96.27 14,524,292.53**	**(371,199.32) 14,895,491.85**	**15.41**	**AA+**
NEGOTIABLE CD'S												
14042TEH6	CAPITL ONE NA 1.250 12/08/26	12/02/2021 12/08/2021	248,000.00	248,000.00 0.00	248,000.00	1.25	12/08/2026	69	99.93 247,830.53	(169.47) 248,000.00	0.26	NA NA
14042RQN4	CAPITL ONE NA 1.250 12/08/26	12/02/2021 12/08/2021	248,000.00	248,000.00 0.00	248,000.00	1.25	12/08/2026	69	99.93 247,830.53	(169.47) 248,000.00	0.26	NA NA
89235MMH1	TOYOTA FINL SVGS 1.250 12/09/26	12/02/2021 12/09/2021	248,000.00	248,000.00 0.00	248,000.00	1.25	12/09/2026	70	99.93 247,827.38	(172.62) 248,000.00	0.26	NA NA
NEGOTIABLE CD'S TOTAL			**744,000.00**	**744,000.00 0.00**	**744,000.00**	**1.25**		**69**	**99.93 743,488.44**	**(511.56) 744,000.00**	**0.79**	**NA**
CORPORATE BONDS												

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
89236TNG6	TOYOTA MOTOR CRD 4.500 05/14/27 MTN	03/24/2026 03/25/2026	1,250,000.00	1,254,137.50 0.00	1,254,137.50	4.19	05/14/2027	226	99.92 1,249,037.50	(5,100.00) 1,254,137.50	1.32	A1 A+
166756BG0	CHEVRON USA 3.950 08/13/27	03/30/2026 03/31/2026	1,250,000.00	1,250,000.00 0.00	1,250,000.00	3.95	08/13/2027	317	99.45 1,243,162.50	(6,837.50) 1,250,000.00	1.32	Aa2 AA-
882508BC7	TEXAS INSTRUMENT 2.900 11/03/27 '27	03/30/2026 03/31/2026	1,250,000.00	1,229,587.50 0.00	1,229,587.50	3.97	11/03/2027	399	97.97 1,224,587.50	(5,000.00) 1,229,587.50	1.30	Aa3 A+
14913UAY6	CTRPLLR FIN SERV 4.400 03/03/28 MTN	03/24/2026 03/25/2026	1,250,000.00	1,254,025.00 0.00	1,254,025.00	4.22	03/03/2028	520	99.15 1,239,400.00	(14,625.00) 1,254,025.00	1.31	A1 A
023135CS3	AMAZON.COM 3.900 11/20/28 '28	03/24/2026 03/25/2026	1,250,000.00	1,240,625.00 0.00	1,240,625.00	4.20	11/20/2028	782	97.54 1,219,212.50	(21,412.50) 1,240,625.00	1.29	A1 AA
02079KBJ5	ALPHABET 3.700 02/15/29 '29	03/20/2026 03/23/2026	1,250,000.00	1,235,800.00 0.00	1,235,800.00	4.12	02/15/2029	869	96.82 1,210,225.00	(25,575.00) 1,235,800.00	1.28	Aa2 AA+
89236TPQ2	TOYOTA MOTOR CRD 4.050 03/13/29 MTN	03/20/2026 03/23/2026	1,250,000.00	1,240,662.50 0.00	1,240,662.50	4.32	03/13/2029	895	97.24 1,215,475.00	(25,187.50) 1,240,662.50	1.29	A1 A+
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	03/20/2026 03/23/2026	1,500,000.00	1,490,625.00 0.00	1,490,625.00	4.47	03/19/2029	901	96.86 1,452,945.00	(37,680.00) 1,490,625.00	1.54	A1 A-
57636QAM6	MASTERCARD 2.950 06/01/29 '29	03/24/2026 03/25/2026	1,250,000.00	1,201,325.00 0.00	1,201,325.00	4.27	06/01/2029	975	94.33 1,179,100.00	(22,225.00) 1,201,325.00	1.25	Aa3 A+
713448EL8	PEPSICO 2.625 07/29/29 '29	03/24/2026 03/25/2026	1,250,000.00	1,185,087.50 0.00	1,185,087.50	4.31	07/29/2029	1,033	93.32 1,166,437.50	(18,650.00) 1,185,087.50	1.24	A1 A+
857477DB6	STATE STREET 4.834 04/24/30 '30	03/24/2026 03/25/2026	1,335,000.00	1,353,529.80 0.00	1,353,529.80	4.45	04/24/2030	1,302	97.98 1,307,979.60	(45,550.20) 1,353,529.80	1.39	Aa3 A
30303MAB8	META PLATFORMS 4.200 11/15/30 '30	03/20/2026 03/23/2026	1,250,000.00	1,234,937.50 0.00	1,234,937.50	4.49	11/15/2030	1,507	94.75 1,184,337.50	(50,600.00) 1,234,937.50	1.26	Aa3 AA-
02079KBK2	ALPHABET 4.100 02/15/31 '31	03/20/2026 03/23/2026	1,250,000.00	1,235,650.00 0.00	1,235,650.00	4.36	02/15/2031	1,599	94.71 1,183,850.00	(51,800.00) 1,235,650.00	1.26	Aa2 AA+
023135DD5	AMAZON.COM 4.250 03/13/31 '31	03/20/2026 03/23/2026	1,250,000.00	1,236,475.00 0.00	1,236,475.00	4.50	03/13/2031	1,625	94.76 1,184,487.50	(51,987.50) 1,236,475.00	1.26	A1 AA
30303MAF9	META PLATFORMS 4.550 05/15/31 '31	05/18/2026 05/19/2026	1,250,000.00	1,237,762.50 2,369.79	1,240,132.29	4.77	05/15/2031	1,688	95.52 1,193,962.50	(43,800.00) 1,237,762.50	1.27	Aa3 AA-
57636QBL7	MASTERCARD 4.600 06/08/31 '31	06/22/2026 06/23/2026	1,375,000.00	1,370,462.50 2,635.42	1,373,097.92	4.67	06/08/2031	1,712	96.21 1,322,873.75	(47,588.75) 1,370,462.50	1.40	Aa3 A+
CORPORATE BONDS TOTAL			**20,460,000.00**	**20,250,692.30 5,005.21**	**20,255,697.51**	**4.33**		**1,019**	**96.70 19,777,073.35**	**(473,618.95) 20,250,692.30**	**20.98**	**A+**
CITY OF SOUTH GATE TOTAL			**96,695,571.40**	**95,765,356.40 13,870.70**	**95,779,227.10**	**4.05**		**767**	**94,270,210.87**	**(1,495,145.53) 95,765,356.40**	**100.00**	**AA-**
GRAND TOTAL			**96,695,571.40**	**95,765,356.40 13,870.70**	**95,779,227.10**	**4.05**		**767**	**94,270,210.87**	**(1,495,145.53) 95,765,356.40**	**100.00**	**AA-**

MEEDER PUBLIC FUNDS

Transaction Statement

CITY OF SOUTH GATE

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	07/22/2026	07/23/2026	53948BRG6	LLOYDS BK NY BR 04/16/27	1,025,000.00	993,603.40	0.00	(993,603.40)	4.26
	07/28/2026	07/29/2026	91282CPD7	US TREASURY 3.625 10/31/30	1,000,000.00	972,070.31	8,865.49	(980,935.80)	4.35
	07/28/2026	07/31/2026	91282CRA1	US TREASURY 4.375 07/31/31	1,250,000.00	1,251,025.39	0.00	(1,251,025.39)	4.36
	08/21/2026	08/26/2026	3140Q3P42	FN BZ7642	1,500,000.00	1,462,734.38	4,302.08	(1,467,036.46)	4.69
	09/08/2026	09/09/2026	22533UQ89	CREDIT AGRI NY 03/08/27	1,000,000.00	979,650.00	0.00	(979,650.00)	4.15
	09/17/2026	09/21/2026	21687BT19	COOPERATIEVE UA 06/01/27	1,375,000.00	1,333,834.79	0.00	(1,333,834.79)	4.39
	09/29/2026	09/30/2026	91282CRN3	US TREASURY 5.000 09/30/31	1,375,000.00	1,369,252.93	0.00	(1,369,252.93)	5.10
BUY TOTAL					**8,525,000.00**	**8,362,171.20**	**13,167.57**	**(8,375,338.77)**	**4.51**

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
MATURITY								
	07/29/2026	07/29/2026	3130ANFU9	FEDERAL HOME LOAN BANKS 0.85 07/29/2026	(1,000,000.00)	1,000,000.00	1,000,000.00	0.00
	07/31/2026	07/31/2026	91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	(1,000,000.00)	992,946.00	1,000,000.00	7,054.00
	08/25/2026	08/25/2026	89233HHR8	Toyota Motor Credit Corporation 0.0 08/25/2026	(500,000.00)	492,200.83	500,000.00	7,799.17
	08/26/2026	08/26/2026	60710WHS6	Mizuho Bank, Ltd., New York Branch 0.0 08/26/2026	(1,000,000.00)	983,186.67	1,000,000.00	16,813.33
	09/21/2026	09/21/2026	60710WJM7	Mizuho Bank, Ltd., New York Branch 0.0 09/21/2026	(1,269,000.00)	1,243,810.35	1,269,000.00	25,189.65
	09/23/2026	09/23/2026	3130ANW71	FEDERAL HOME LOAN BANKS 1.01 09/23/2026	(1,000,000.00)	1,000,000.00	1,000,000.00	0.00
MATURITY TOTAL					**(5,769,000.00)**	**5,712,143.85**	**5,769,000.00**	**56,856.15**

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
PRINCIPAL PAYDOWN								
	09/25/2026	09/25/2026	3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	(16,990.34)	16,760.70	16,990.34	229.64
PRINCIPAL PAYDOWN TOTAL					**(16,990.34)**	**16,760.70**	**16,990.34**	**229.64**

MEEDER PUBLIC FUNDS

Transaction Statement

	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE	TOTAL	NET REALIZED GAIN/LOSS
SELL								
	07/22/2026	07/23/2026	91282CCW9	US TREASURY 0.750 08/31/26	(1,000,000.00)	986,152.00	996,796.88	10,644.88
	09/08/2026	09/09/2026	3133ENFP0	FED FARM CR BNKS 1.460 11/30/26 '26	(1,000,000.00)	1,005,450.00	994,520.00	(10,930.00)
SELL TOTAL					**(2,000,000.00)**	**1,991,602.00**	**1,991,316.88**	**(285.12)**

MEEDER PUBLIC FUNDS

Income/Dividend Received

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
OUTSIDE HOLDINGS				
CALAIF	California LAIF	07/31/2026	07/31/2026	452.45
CALAIF	California LAIF	07/31/2026	07/31/2026	230,572.00
OUTSIDE HOLDINGS - TOTAL				**231,024.45**

IDENTIFIER	DESCRIPTION	PAYMENT DATE	POST DATE	INTEREST/DIVIDENDS RECEIVED
US BANK				
31846V567	FIRST AMER:GVT OBLG;Z	06/30/2026	07/01/2026	1,223.07
91282CKZ3	US TREASURY 4.375 07/15/27	07/15/2026	07/15/2026	27,343.75
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	07/19/2026	07/20/2026	5,312.50
91282CCW9	US TREASURY 0.750 08/31/26	07/22/2026	07/23/2026	2,955.16
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	07/01/2026	07/27/2026	4,664.58
3137FQ3A9	FH-K100-A2	07/01/2026	07/27/2026	2,784.38
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	07/01/2026	07/27/2026	3,440.63
3137FPHK4	FH-K098-A2	07/01/2026	07/27/2026	2,526.04
3140Q0F98	FN BZ4691	07/01/2026	07/27/2026	4,916.67
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	07/01/2026	07/27/2026	4,089.58
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	07/01/2026	07/27/2026	4,520.83
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	07/01/2026	07/27/2026	4,647.50
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	07/01/2026	07/27/2026	4,468.75
3140HRG80	FN BL0222	07/01/2026	07/27/2026	5,248.33
3132XFUA4	FH WN1476	07/01/2026	07/27/2026	1,767.50
3130ANFU9	FEDERAL HOME LOAN BANKS 0.85 07/29/2026	07/29/2026	07/29/2026	4,250.00
713448EL8	PEPSICO 2.625 07/29/29 '29	07/29/2026	07/29/2026	16,406.25
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	07/31/2026	07/31/2026	3,125.00
91282CGH8	US TREASURY 3.500 01/31/28	07/31/2026	07/31/2026	21,875.00
91282CHR5	US TREASURY 4.000 07/31/30	07/31/2026	07/31/2026	25,000.00
91282CMG3	US TREASURY 4.250 01/31/30	07/31/2026	07/31/2026	26,562.50
91282CJX0	US TREASURY 4.000 01/31/31	07/31/2026	07/31/2026	25,000.00
31846V567	FIRST AMER:GVT OBLG;Z	07/31/2026	08/03/2026	827.47

MEEDER PUBLIC FUNDS

Income/Dividend Received

166756BG0	CHEVRON USA 3.950 08/13/27	08/13/2026	08/13/2026	24,687.50
02079KBK2	ALPHABET 4.100 02/15/31 '31	08/15/2026	08/17/2026	25,909.72
02079KBJ5	ALPHABET 3.700 02/15/29 '29	08/15/2026	08/17/2026	23,381.94
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	08/19/2026	08/19/2026	5,312.50
3140Q0F98	FN BZ4691	08/01/2026	08/25/2026	5,080.56
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	08/01/2026	08/25/2026	3,440.63
3137FPHK4	FH-K098-A2	08/01/2026	08/25/2026	2,526.04
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	08/01/2026	08/25/2026	4,520.83
3140HRG80	FN BL0222	08/01/2026	08/25/2026	5,423.28
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	08/01/2026	08/25/2026	4,089.58
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	08/01/2026	08/25/2026	4,647.50
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	08/01/2026	08/25/2026	4,468.75
3137FQ3A9	FH-K100-A2	08/01/2026	08/25/2026	2,784.38
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	08/01/2026	08/25/2026	4,664.58
3132XFUA4	FH WN1476	08/01/2026	08/25/2026	1,826.42
91282CGQ8	US TREASURY 4.000 02/28/30	08/31/2026	08/31/2026	25,000.00
91282CQB0	US TREASURY 3.375 02/29/28	08/31/2026	08/31/2026	21,093.75
31846V567	FIRST AMER:GVT OBLG;Z	08/31/2026	09/01/2026	901.52
14913UAY6	CTRPLLR FIN SERV 4.400 03/03/28 MTN	09/03/2026	09/03/2026	27,500.00
3133EWFV7	FED FARM CR BNKS 3.520 03/06/29 '28	09/06/2026	09/08/2026	22,000.00
3133ENFP0	FED FARM CR BNKS 1.460 11/30/26 '26	09/08/2026	09/09/2026	4,015.00
023135DD5	AMAZON.COM 4.250 03/13/31 '31	09/13/2026	09/14/2026	26,562.50
89236TPQ2	TOYOTA MOTOR CRD 4.050 03/13/29 MTN	09/13/2026	09/14/2026	25,312.50
91282CNY3	US TREASURY 3.375 09/15/28	09/15/2026	09/15/2026	21,093.75
91282CLL3	US TREASURY 3.375 09/15/27	09/15/2026	09/15/2026	21,093.75
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	09/19/2026	09/21/2026	5,312.50
3130ANW71	FEDERAL HOME LOAN BANKS 1.01 09/23/2026	09/23/2026	09/23/2026	5,050.00
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	09/01/2026	09/25/2026	4,647.50
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	09/01/2026	09/25/2026	4,468.75
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	09/01/2026	09/25/2026	4,664.58
3137FQ3A9	FH-K100-A2	09/01/2026	09/25/2026	2,784.38

MEEDER PUBLIC FUNDS

Income/Dividend Received

3132XFUA4	FH WN1476	09/01/2026	09/25/2026	1,826.42
3140Q3P42	FN BZ7642	09/01/2026	09/25/2026	5,334.58
3140Q0F98	FN BZ4691	09/01/2026	09/25/2026	5,080.56
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	09/01/2026	09/25/2026	3,440.63
3137FPHK4	FH-K098-A2	09/01/2026	09/25/2026	2,526.04
3140HRG80	FN BL0222	09/01/2026	09/25/2026	5,423.28
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	09/01/2026	09/25/2026	4,089.58
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	09/01/2026	09/25/2026	4,520.83
3130BA4U8	FHLBANKS 4.125 03/27/31 '29	09/27/2026	09/28/2026	21,140.63
91282CGS4	US TREASURY 3.625 03/31/30	09/30/2026	09/30/2026	22,656.25
US BANK - TOTAL				**623,258.98**
TOTAL				**854,283.43**

MEEDER PUBLIC FUNDS

Contribution/Withdrawals and Expenses

No activity during current period

MEEDER PUBLIC FUNDS

Projected Income

For the Period October 01, 2026 to September 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
91282CMW8	US TREASURY 3.750 04/15/28	10/15/2026	23,437.50
91282CLQ2	US TREASURY 3.875 10/15/27	10/15/2026	24,218.75
91282CPC9	US TREASURY 3.500 10/15/28	10/15/2026	21,875.00
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	10/19/2026	5,312.50
3133ENBK5	FED FARM CR BNKS 1.140 10/20/26 '26	10/20/2026	5,700.00
3133ENBK5	FED FARM CR BNKS 1.140 10/20/26 '26	10/20/2026	3,000.00
3140HRG80	FN BL0222	10/25/2026	5,248.33
3132XFUA4	FH WN1476	10/25/2026	1,767.50
3140Q3P42	FN BZ7642	10/25/2026	5,162.50
3140Q0F98	FN BZ4691	10/25/2026	4,916.67
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	10/26/2026	4,089.58
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	10/26/2026	4,647.50
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	10/26/2026	4,664.58
3137FQ3A9	FH-K100-A2	10/26/2026	2,784.38
3137FPHK4	FH-K098-A2	10/26/2026	2,526.04
3130APGE9	FHLBANKS 1.900 10/26/29 '26	10/26/2026	14,250.00
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	10/26/2026	3,393.86
857477DB6	STATE STREET 4.834 04/24/30 '30	10/26/2026	32,266.95
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	10/26/2026	4,468.75
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	10/26/2026	4,520.83
OCT 2026 TOTAL			**178,251.23**
91282CQK0	US TREASURY 3.875 04/30/31	11/02/2026	24,218.75
91282CEM9	US TREASURY 2.875 04/30/29	11/02/2026	17,968.75
91282CPD7	US TREASURY 3.625 10/31/30	11/02/2026	18,125.00
882508BC7	TEXAS INSTRUMENT 2.900 11/03/27 '27	11/03/2026	18,125.00
63873KL47	NATIXIS NY 11/04/26	11/04/2026	59,798.60
30303MAB8	META PLATFORMS 4.200 11/15/30 '30	11/16/2026	26,250.00
30303MAF9	META PLATFORMS 4.550 05/15/31 '31	11/16/2026	30,175.35

MEEDER PUBLIC FUNDS

Projected Income

For the Period October 01, 2026 to September 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
91282CND9	US TREASURY 3.750 05/15/28	11/16/2026	23,437.50
89236TNG6	TOYOTA MOTOR CRD 4.500 05/14/27 MTN	11/16/2026	28,125.00
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	11/19/2026	5,312.50
53948BLK3	LLOYDS BK NY BR 11/19/26	11/19/2026	26,777.78
023135CS3	AMAZON.COM 3.900 11/20/28 '28	11/20/2026	24,375.00
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	11/25/2026	4,664.58
3137FQ3A9	FH-K100-A2	11/25/2026	2,784.38
3137FPHK4	FH-K098-A2	11/25/2026	2,526.04
3140Q0F98	FN BZ4691	11/25/2026	4,909.65
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	11/25/2026	4,520.83
3140Q3P42	FN BZ7642	11/25/2026	5,157.29
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	11/25/2026	4,468.74
3140HRG80	FN BL0222	11/25/2026	5,197.60
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	11/25/2026	3,440.63
3132XFUA4	FH WN1476	11/25/2026	1,765.86
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	11/25/2026	4,089.58
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	11/25/2026	4,647.50
91282CNG2	US TREASURY 4.000 05/31/30	11/30/2026	25,000.00
NOV 2026 TOTAL			**375,861.91**
57636QAM6	MASTERCARD 2.950 06/01/29 '29	12/01/2026	18,437.50
14042RQN4	CAPITL ONE NA 1.250 12/08/26	12/08/2026	1,554.25
57636QBL7	MASTERCARD 4.600 06/08/31 '31	12/08/2026	31,625.00
14042TEH6	CAPITL ONE NA 1.250 12/08/26	12/08/2026	1,554.25
89235MMH1	TOYOTA FINL SVGS 1.250 12/09/26	12/09/2026	1,554.25
91282CMB4	US TREASURY 4.000 12/15/27	12/15/2026	25,000.00
91282CNH0	US TREASURY 3.875 06/15/28	12/15/2026	24,218.75
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	12/21/2026	5,312.50
62479MMQ3	MUFG BANK NY 12/24/26	12/24/2026	72,955.56

MEEDER PUBLIC FUNDS

Projected Income

For the Period October 01, 2026 to September 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3140Q0F98	FN BZ4691	12/25/2026	4,904.97
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	12/25/2026	4,520.82
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	12/25/2026	4,468.74
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	12/25/2026	3,440.63
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	12/25/2026	4,089.58
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	12/25/2026	4,647.50
3132XFUA4	FH WN1476	12/25/2026	1,764.79
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	12/25/2026	4,664.58
3137FQ3A9	FH-K100-A2	12/25/2026	2,784.38
3137FPHK4	FH-K098-A2	12/25/2026	2,526.04
3140Q3P42	FN BZ7642	12/25/2026	5,153.81
3140HRG80	FN BL0222	12/25/2026	5,162.41
91282CNK3	US TREASURY 3.875 06/30/30	12/31/2026	24,218.75
91282CJQ5	US TREASURY 3.750 12/31/30	12/31/2026	23,437.50
91282CGB1	US TREASURY 3.875 12/31/29	12/31/2026	24,218.75
DEC 2026 TOTAL			**302,215.30**
91282CKZ3	US TREASURY 4.375 07/15/27	01/15/2027	27,343.75
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	01/19/2027	5,312.50
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	01/25/2027	3,440.63
3132XFUA4	FH WN1476	01/25/2027	1,763.53
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	01/25/2027	4,089.58
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	01/25/2027	4,647.50
3140Q0F98	FN BZ4691	01/25/2027	4,899.23
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	01/25/2027	4,664.58
3137FQ3A9	FH-K100-A2	01/25/2027	2,784.38
3137FPHK4	FH-K098-A2	01/25/2027	2,526.04
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	01/25/2027	4,468.72
3140HRG80	FN BL0222	01/25/2027	5,117.69

MEEDER PUBLIC FUNDS

Projected Income

For the Period October 01, 2026 to September 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3140Q3P42	FN BZ7642	01/25/2027	5,149.55
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	01/25/2027	4,520.82
713448EL8	PEPSICO 2.625 07/29/29 '29	01/29/2027	16,406.25
JAN 2027 TOTAL			**97,134.74**
91282CHR5	US TREASURY 4.000 07/31/30	02/01/2027	25,000.00
91282CGH8	US TREASURY 3.500 01/31/28	02/01/2027	21,875.00
91282CRA1	US TREASURY 4.375 07/31/31	02/01/2027	27,343.75
91282CJX0	US TREASURY 4.000 01/31/31	02/01/2027	25,000.00
91282CMG3	US TREASURY 4.250 01/31/30	02/01/2027	26,562.50
02079KBJ5	ALPHABET 3.700 02/15/29 '29	02/16/2027	23,125.00
02079KBK2	ALPHABET 4.100 02/15/31 '31	02/16/2027	25,625.00
166756BG0	CHEVRON USA 3.950 08/13/27	02/16/2027	24,687.50
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	02/19/2027	5,312.50
3140Q3P42	FN BZ7642	02/25/2027	5,146.22
3140HRG80	FN BL0222	02/25/2027	5,081.45
3132XFUA4	FH WN1476	02/25/2027	1,762.57
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	02/25/2027	4,520.81
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	02/25/2027	3,440.63
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	02/25/2027	4,089.58
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	02/25/2027	4,647.50
3140Q0F98	FN BZ4691	02/25/2027	4,894.75
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	02/25/2027	4,664.58
3137FQ3A9	FH-K100-A2	02/25/2027	2,784.38
3137FPHK4	FH-K098-A2	02/25/2027	2,526.04
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	02/25/2027	4,468.71
FEB 2027 TOTAL			**252,558.46**
91282CQB0	US TREASURY 3.375 02/29/28	03/01/2027	21,093.75
91282CGQ8	US TREASURY 4.000 02/28/30	03/01/2027	25,000.00

MEEDER PUBLIC FUNDS

Projected Income

For the Period October 01, 2026 to September 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
14913UAY6	CTRPLLR FIN SERV 4.400 03/03/28 MTN	03/03/2027	27,500.00
22533UQ89	CREDIT AGRI NY 03/08/27	03/08/2027	20,350.00
3133EWFV7	FED FARM CR BNKS 3.520 03/06/29 '28	03/08/2027	22,000.00
89236TPQ2	TOYOTA MOTOR CRD 4.050 03/13/29 MTN	03/15/2027	25,312.50
91282CLL3	US TREASURY 3.375 09/15/27	03/15/2027	21,093.75
023135DD5	AMAZON.COM 4.250 03/13/31 '31	03/15/2027	26,562.50
91282CNY3	US TREASURY 3.375 09/15/28	03/15/2027	21,093.75
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	03/19/2027	5,312.50
3140Q0F98	FN BZ4691	03/25/2027	4,890.61
3140HRG80	FN BL0222	03/25/2027	5,046.64
3140Q3P42	FN BZ7642	03/25/2027	5,143.14
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	03/25/2027	3,440.63
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	03/25/2027	4,089.58
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	03/25/2027	4,647.50
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	03/25/2027	4,664.58
3137FPHK4	FH-K098-A2	03/25/2027	2,526.04
3132XFUA4	FH WN1476	03/25/2027	1,761.70
3137FQ3A9	FH-K100-A2	03/25/2027	2,784.38
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	03/25/2027	4,468.69
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	03/25/2027	4,520.79
3130BA4U8	FHLBANKS 4.125 03/27/31 '29	03/29/2027	21,140.63
91282CRN3	US TREASURY 5.000 09/30/31	03/31/2027	34,375.00
91282CGS4	US TREASURY 3.625 03/31/30	03/31/2027	22,656.25
MAR 2027 TOTAL			**341,474.92**
91282CMW8	US TREASURY 3.750 04/15/28	04/15/2027	23,437.50
91282CLQ2	US TREASURY 3.875 10/15/27	04/15/2027	24,218.75
91282CPC9	US TREASURY 3.500 10/15/28	04/15/2027	21,875.00
53948BRG6	LLOYDS BK NY BR 04/16/27	04/16/2027	31,396.60

MEEDER PUBLIC FUNDS

Projected Income

For the Period October 01, 2026 to September 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	04/19/2027	5,312.50
3130APGE9	FHLBANKS 1.900 10/26/29 '26	04/26/2027	14,250.00
3140Q3P42	FN BZ7642	04/26/2027	5,139.37
3132XFUA4	FH WN1476	04/26/2027	1,760.68
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	04/26/2027	4,520.78
857477DB6	STATE STREET 4.834 04/24/30 '30	04/26/2027	32,266.95
3140HRG80	FN BL0222	04/26/2027	5,002.47
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	04/26/2027	3,440.63
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	04/26/2027	4,468.67
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	04/26/2027	4,089.58
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	04/26/2027	4,647.50
3140Q0F98	FN BZ4691	04/26/2027	4,885.55
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	04/26/2027	4,664.58
3137FQ3A9	FH-K100-A2	04/26/2027	2,784.38
3137FPHK4	FH-K098-A2	04/26/2027	2,526.04
91282CQK0	US TREASURY 3.875 04/30/31	04/30/2027	24,218.75
91282CEM9	US TREASURY 2.875 04/30/29	04/30/2027	17,968.75
91282CPD7	US TREASURY 3.625 10/31/30	04/30/2027	18,125.00
APR 2027 TOTAL			**261,000.03**
882508BC7	TEXAS INSTRUMENT 2.900 11/03/27 '27	05/03/2027	18,125.00
89236TNG6	TOYOTA MOTOR CRD 4.500 05/14/27 MTN	05/14/2027	28,125.00
89236TNG6	TOYOTA MOTOR CRD 4.500 05/14/27 MTN	05/14/2027	(4,137.50)
30303MAF9	META PLATFORMS 4.550 05/15/31 '31	05/17/2027	28,437.50
30303MAB8	META PLATFORMS 4.200 11/15/30 '30	05/17/2027	26,250.00
91282CND9	US TREASURY 3.750 05/15/28	05/17/2027	23,437.50
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	05/19/2027	5,312.50
023135CS3	AMAZON.COM 3.900 11/20/28 '28	05/20/2027	24,375.00
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	05/25/2027	3,431.60

MEEDER PUBLIC FUNDS

Projected Income

For the Period October 01, 2026 to September 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	05/25/2027	4,520.77
3132XFUA4	FH WN1476	05/25/2027	1,759.64
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	05/25/2027	4,468.65
3140Q0F98	FN BZ4691	05/25/2027	4,880.23
3140Q3P42	FN BZ7642	05/25/2027	5,135.41
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	05/25/2027	4,089.58
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	05/25/2027	4,647.50
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	05/25/2027	4,664.58
3137FQ3A9	FH-K100-A2	05/25/2027	2,784.38
3137FPHK4	FH-K098-A2	05/25/2027	2,526.04
3140HRG80	FN BL0222	05/25/2027	4,954.53
MAY 2027 TOTAL			**197,787.91**
57636QAM6	MASTERCARD 2.950 06/01/29 '29	06/01/2027	18,437.50
21687BT19	COOPERATIEVE UA 06/01/27	06/01/2027	41,165.21
91282CNG2	US TREASURY 4.000 05/31/30	06/01/2027	25,000.00
57636QBL7	MASTERCARD 4.600 06/08/31 '31	06/08/2027	31,625.00
91282CNH0	US TREASURY 3.875 06/15/28	06/15/2027	24,218.75
91282CMB4	US TREASURY 4.000 12/15/27	06/15/2027	25,000.00
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	06/21/2027	5,312.50
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	06/25/2027	3,425.83
3140Q0F98	FN BZ4691	06/25/2027	4,875.46
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	06/25/2027	4,647.50
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	06/25/2027	4,089.58
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	06/25/2027	4,664.58
3137FPHK4	FH-K098-A2	06/25/2027	2,526.04
3132XFUA4	FH WN1476	06/25/2027	1,758.73
3137FQ3A9	FH-K100-A2	06/25/2027	2,784.38
3140Q3P42	FN BZ7642	06/25/2027	5,131.86

MEEDER PUBLIC FUNDS

Projected Income

For the Period October 01, 2026 to September 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3140HRG80	FN BL0222	06/25/2027	4,909.84
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	06/25/2027	4,468.62
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	06/25/2027	4,520.75
91282CNK3	US TREASURY 3.875 06/30/30	06/30/2027	24,218.75
91282CJQ5	US TREASURY 3.750 12/31/30	06/30/2027	23,437.50
91282CGB1	US TREASURY 3.875 12/31/29	06/30/2027	24,218.75
JUN 2027 TOTAL			**290,437.13**
91282CKZ3	US TREASURY 4.375 07/15/27	07/15/2027	27,343.75
91282CKZ3	US TREASURY 4.375 07/15/27	07/15/2027	(8,398.44)
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	07/19/2027	5,312.50
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	07/26/2027	4,520.73
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	07/26/2027	4,468.59
3140Q0F98	FN BZ4691	07/26/2027	4,869.05
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	07/26/2027	4,089.58
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	07/26/2027	4,647.50
3140Q3P42	FN BZ7642	07/26/2027	5,127.09
3132XFUA4	FH WN1476	07/26/2027	1,757.54
3137FQ3A9	FH-K100-A2	07/26/2027	2,784.38
3137FPHK4	FH-K098-A2	07/26/2027	2,526.04
3140HRG80	FN BL0222	07/26/2027	4,847.93
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	07/26/2027	4,664.58
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	07/26/2027	3,420.37
713448EL8	PEPSICO 2.625 07/29/29 '29	07/29/2027	16,406.25
JUL 2027 TOTAL			**88,387.45**
91282CMG3	US TREASURY 4.250 01/31/30	08/02/2027	26,562.50
91282CHR5	US TREASURY 4.000 07/31/30	08/02/2027	25,000.00
91282CGH8	US TREASURY 3.500 01/31/28	08/02/2027	21,875.00
91282CRA1	US TREASURY 4.375 07/31/31	08/02/2027	27,343.75

MEEDER PUBLIC FUNDS

Projected Income

For the Period October 01, 2026 to September 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
91282CJX0	US TREASURY 4.000 01/31/31	08/02/2027	25,000.00
166756BG0	CHEVRON USA 3.950 08/13/27	08/13/2027	24,687.50
02079KBJ5	ALPHABET 3.700 02/15/29 '29	08/16/2027	23,125.00
02079KBK2	ALPHABET 4.100 02/15/31 '31	08/16/2027	25,625.00
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	08/19/2027	5,312.50
3140Q0F98	FN BZ4691	08/25/2027	4,863.22
3140Q3P42	FN BZ7642	08/25/2027	5,122.74
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	08/25/2027	4,520.71
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	08/25/2027	3,047.07
3132XFUA4	FH WN1476	08/25/2027	1,756.49
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	08/25/2027	4,647.50
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	08/25/2027	4,089.58
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	08/25/2027	4,664.58
3137FQ3A9	FH-K100-A2	08/25/2027	2,784.38
3137FPHK4	FH-K098-A2	08/25/2027	2,526.04
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	08/25/2027	4,468.56
3140HRG80	FN BL0222	08/25/2027	4,789.63
91282CQB0	US TREASURY 3.375 02/29/28	08/31/2027	21,093.75
91282CGQ8	US TREASURY 4.000 02/28/30	08/31/2027	25,000.00
AUG 2027 TOTAL			**297,905.50**
14913UAY6	CTRPLLR FIN SERV 4.400 03/03/28 MTN	09/03/2027	27,500.00
3133EWFV7	FED FARM CR BNKS 3.520 03/06/29 '28	09/07/2027	22,000.00
89236TPQ2	TOYOTA MOTOR CRD 4.050 03/13/29 MTN	09/13/2027	25,312.50
023135DD5	AMAZON.COM 4.250 03/13/31 '31	09/13/2027	26,562.50
91282CLL3	US TREASURY 3.375 09/15/27	09/15/2027	21,093.75
91282CNY3	US TREASURY 3.375 09/15/28	09/15/2027	21,093.75
91282CLL3	US TREASURY 3.375 09/15/27	09/15/2027	8,593.75
06055JQT9	BOFAML 4.250 03/19/29 '27 MTN	09/20/2027	5,312.50

MEEDER PUBLIC FUNDS

Projected Income

For the Period October 01, 2026 to September 30, 2027

CUSIP	DESCRIPTION	POST DATE	AMOUNT
3130BA4U8	FHLBANKS 4.125 03/27/31 '29	09/27/2027	21,140.63
3140HRG80	FN BL0222	09/27/2027	4,720.42
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	09/27/2027	4,089.58
3140Q0F98	FN BZ4691	09/27/2027	4,856.50
3137HNNC8	FHMS K-549 A2 4.34 09/25/2030	09/27/2027	4,520.68
3137HMCK4	FHMS K-545 A2 4.29 07/25/2030	09/27/2027	4,468.53
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	09/27/2027	4,647.50
3137HKQC1	FHMS K-538 A2 4.478 01/25/2030	09/27/2027	4,664.58
3137FCJK1	FHMS K-070 A2 3.303 11/25/2027	09/27/2027	3,041.76
3137FQ3A9	FH-K100-A2	09/27/2027	2,784.38
3137FPHK4	FH-K098-A2	09/27/2027	2,526.04
3140Q3P42	FN BZ7642	09/27/2027	5,117.73
3132XFUA4	FH WN1476	09/27/2027	1,755.32
91282CRN3	US TREASURY 5.000 09/30/31	09/30/2027	34,375.00
91282CGS4	US TREASURY 3.625 03/31/30	09/30/2027	22,656.25
SEP 2027 TOTAL			**282,833.65**
GRAND TOTAL			**2,965,848.22**

Disclosure

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by Meeder. This information is provided as a client convenience and Meeder assumes no responsibility for performance of these accounts or the accuracy of the data reported.

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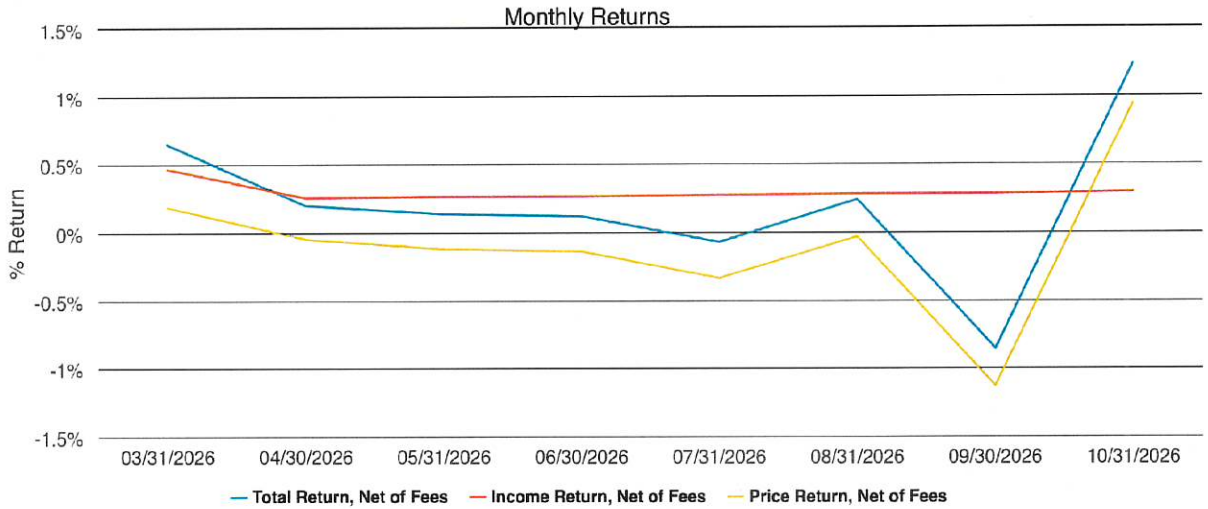
MEEDER
PUBLIC FUNDS

MEEDER
PUBLIC FUNDS

Report: Returns (-229)
Account: City of South Gate Operating (572824)
Date: 03/01/2026 - 10/31/2026



Period Begin	Period End	Total Return, Net of Fees	Income Return, Net of Fees	Price Return, Net of Fees	ICE/BofA 1-3 Yr Govt/Corp Index
03/01/2026	03/31/2026	0.645%	0.464%	0.182%	-0.459
04/01/2026	04/30/2026	0.197%	0.250%	-0.053%	0.253
05/01/2026	05/31/2026	0.134%	0.260%	-0.127%	0.172
06/01/2026	06/30/2026	0.116%	0.260%	-0.144%	0.083
07/01/2026	07/31/2026	-0.075%	0.268%	-0.343%	0.149
08/01/2026	08/31/2026	0.237%	0.276%	-0.038%	0.268
09/01/2026	09/30/2026	-0.858%	0.277%	-1.135%	-0.565
10/01/2026	10/31/2026	1.225%	0.289%	0.936%	0.9
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Account	Index	Index Start Date	Index End Date
City of South Gate Operating	E/BofA 1-3 Yr Govt/Corp In	---	---

Net of Fees (includes management and trading)
Returns are actual and have not been annualized
No Tax Adjustment
Note that data will not exist prior to the performance inception date of: 02/28/2026
Market values are provided by Bloomberg's BVAL pricing service through Meeder's Clearwater reporting system.

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

2:57pm

Item No. 2

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
Originating Department: **Community Development**

Department Director: for *Gabriel Perez* *City Manager:* *Rob Houston*

SUBJECT: SECOND READING OF ORDINANCE NO. 2026-09-CC FOR A ZONING CODE AMENDMENT TO AMEND TITLE 11, CHAPTER 11.43 (ACCESSORY DWELLING UNITS AND ACCESSORY STRUCTURES) OF THE SOUTH GATE MUNICIPAL CODE AND FINDING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PURPOSE: To adopt Ordinance No. 2026-09-CC to amend Title 11, Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) of the South Gate Municipal Code (SGMC) to conform to recent changes in State law regarding Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).

RECOMMENDED ACTIONS: It is recommended that the City Council:

a. Find that the proposed Ordinance is exempt from the California Environmental Quality Act (CEQA) for the reasons described in the Environmental Exemption section of this report; and

b. Waive the reading in full and adopt Ordinance No. 2026-09-CC, amending Title 11, Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) of the South Gate Municipal Code.

PUBLIC NOTIFICATION: Advertising and notification of the public hearing was conducted in compliance with Section 11.50.020 of the South Gate Municipal Code. Notice of the hearing was posted and published in the "*South Gate Press*" newspaper on October 1, 2026.

FISCAL IMPACT: There is no direct fiscal impact associated with approval of this project.

ENVIRONMENTAL EXEMPTION: Staff has determined that the proposed Zoning Code Amendment (ZCA) is exempt from CEQA pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which exempt the adoption of an Ordinance implementing the provisions of Government Code Section 66314 through 66339.5 (regulations regarding Accessory Dwelling Units and Junior Accessory Dwelling Units). The ZCA is also exempt under the "common sense" exemption in Section 15061(b)(3) of the State CEQA Guidelines, which applies where it can

be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The ZCA updates the City's regulations to comply with State law and does not result in any direct or indirect physical change to the environment.

BACKGROUND: In January 2021, the City of South Gate established Chapter 11.43 of the SGMC, which allowed Accessory Dwelling Units (ADUs) as required by Government Code Section 65852.2. Previously, ADUs were commonly referred to as "granny flats", "in-law suites," or "second dwelling units". Subsequently, on September 23, 2025, City Council adopted Ordinance No.2025-01-CC, updating SGMC 11.43 to comply with State legislation, which became effective on October 14, 2025. On March 16, 2026, the California Department of Housing and Community Development ("HCD") issued a finding letter (Attachment 3) regarding Ordinance No. 2025-01-CC. Since that time, State law regarding ADUs and Junior Accessory Dwelling Units (JADUs) has continued to be modified as new bills are signed into law by the Governor, such as Assembly Bill (AB) 130, Assembly Bill (AB) 462, Assembly Bill (AB) 1154, Senate Bill (SB) 543, and Senate Bill (SB) 9. The proposed changes discussed below address the HCD finding letter related to these five bills and are now incorporated into the proposed ZCA. Table 1 below briefly summarizes the context of the bills staff is proposing to codify.

Table 1: State Law Changes Affecting ADUs/ JADUs

Bill	Effective Date	Summary
AB 130	January 30, 2025	Existing law voids any covenant, restriction, or condition in a deed, contract, or other instrument that effectively prohibits or unreasonably restricts the construction or use of an ADU or JADU on a single-family lot, while still permitting reasonable restrictions that do not unreasonably increase construction cost or effectively prohibit construction. AB 130 prohibits fees and other financial requirements from being included among those "reasonable restrictions." Existing law required a local agency that had adopted an Ordinance by July 1, 2018, allowing ADUs in multifamily dwelling structures to ministerially consider permit applications for specified ADU variations, and authorized that agency to impose objective standards (design, development, historic standards, etc.) on those ADUs – except minimum lot size requirements. AB 130 removes both the ministerial-consideration requirement and the authorization for the local agency to impose objective standards on that specific category of ADUs.
AB 462	October 10, 2025	Existing law prohibits a local agency from issuing a certificate of occupancy for an ADU before the primary dwelling receives its own certificate of occupancy. AB 462 creates an exception: a local agency must issue a certificate of occupancy for an ADU built in a county under a Governor's state-of-emergency proclamation made on or after February 1, 2025, even if the primary dwelling hasn't yet received its certificate of occupancy, provided certain conditions are met – including

		that the primary dwelling was substantially damaged or destroyed by the event referenced in the emergency proclamation. AB 462 also includes findings that its changes address a matter of statewide concern rather than a municipal affair, making it applicable to all cities, including charter cities, and it took effect immediately as an urgency statute.
AB 1154	January 1, 2026	Existing law requires an Ordinance authorizing JADUs to, among other things, require owner-occupancy in the single-family residence where the JADU is permitted. AB 1154 limits that owner-occupancy requirement so it applies only if the JADU shares sanitation facilities with the existing structure. In other words, a JADU with its own separate bathroom (not shared with the primary residence) would no longer trigger the owner-occupancy requirement. AB 1154 requires an Ordinance authorizing JADUs to mandate that any rental of a JADU be for a term longer than 30 days – effectively prohibiting short-term/ vacation rental use of JADUs.
SB 543	January 1, 2026	Existing law defines a JADU as no more than 500 square feet in size, contained entirely within a single-family structure. SB 543 revises this to specify the 500-square-foot limit as interior livable space. Existing law already requires local agencies to submit ADU Ordinances to HCD within 60 days for review, with ADU standards superseding conflicting local Ordinances. SB 543 extends this same framework to JADU Ordinances — requiring submission within 60 days, HCD notification of noncompliance, and nullification of the Ordinance if the agency fails to submit it or respond to HCD's findings — and specifies that JADU standards likewise supersede conflicting local ordinances. If a local agency has not adopted a JADU Ordinance, SB 543 requires JADU permit applications to be considered under the same ministerial approval process as ADUs, and prohibits any local ordinance/policy/regulation (other than a compliant JADU Ordinance) from being used to delay or deny a JADU permit. SB 543 requires permitting agencies to determine whether an ADU or JADU application is complete and provide written notice within 15 business days of receipt. If incomplete, the agency must list the missing items and allow the applicant to cure. If an application is deemed incomplete or is denied, the agency must provide an appeal process, with a final written determination required within 60 business days of receiving the appeal. Existing law prohibits impact fees on ADUs of 750 square feet

		or less and requires proportional fees above that threshold; it also restricts utility connection fees/charges for certain ADUs. SB 543 extends these same fee limitations to JADUs, revising the ADU threshold to be based on 750 square feet of interior livable space and the JADU threshold at 500 square feet of interior livable space. SB 543 specifies that an ADU or JADU with less than 500 square feet of interior livable space does not count toward the 500-square-foot assessable space threshold that triggers school facility fees. Existing law prohibits a local agency from capping ADU size below 850 sq ft (or 1,000 sq ft for more than one bedroom) and separately requires local agencies to permit at least an 800-square-foot ADU with 4-foot side/rear setbacks. SB 543 revises these size limitations to be based on interior livable space rather than the prior undefined "size" standard. SB 543 requires ministerial approval of a building permit application for a combination of ADU and JADU on the same lot, revises the 800-square-foot floor area limit to be based on interior livable space, and extends the existing prohibition on requiring fire sprinklers (when not required for the primary residence) to JADUs as well.
SB 9	January 1, 2026	Existing law requires a local agency to submit its ADU Ordinance to the Department of Housing and Community Development (HCD) within 60 days of adoption. HCD may submit written findings on whether the Ordinance complies with state standards, and if it finds noncompliance, must give the local agency up to 30 days to respond. If the local agency does not amend the Ordinance or adopt a resolution explaining why it complies, existing law requires HCD to notify the local agency and authorizes HCD to notify the Attorney General of the violation. SB 9 invalidates the local agency's ADU Ordinance if the agency either fails to submit the Ordinance to HCD within 60 days of adoption or fails to respond to HCD's noncompliance findings within the 30-day window.

On September 15, 2026, the Planning Commission considered the proposed Ordinance at a duly noticed public hearing. The Commission did not have any concerns regarding the proposed amendments, nor was there any public input at the meeting. Subsequently, the Planning Commission voted 3-0 (Castaneda and Valenzuela absent) to adopt Resolution No. 2026-11 recommending approval to the City Council.

On October 27, 2026, Ordinance 2026-09-CC was presented at a duly noticed public hearing. City Council discussed and deliberated the item, and voted 5-0 to introduce Ordinance 2026-09-CC and waive further reading.

ANALYSIS: To align SGMC Title 11, Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) with new State legislation, Ordinance 2026-09-CC includes the following changes:

1. Assembly Bill (AB) 130: Amending the chapter to reflect the State's prohibition on fees and other financial requirements being imposed as a condition on the sale, rental, or transfer of an ADU or JADU, consistent with the amendment to Civil Code Section 714.3.
2. Assembly Bill (AB) 462: Amending the chapter to allow issuance of a certificate of occupancy for an ADU prior to issuance of a certificate of occupancy for the primary dwelling, where the primary dwelling was substantially damaged or destroyed by an event referenced in a Governor-declared state of emergency proclaimed on or after February 1, 2025.
3. Assembly Bill (AB) 1154: Amending the chapter to limit the owner-occupancy requirement for JADUs to only those instances where the JADU shares sanitation facilities with the existing primary dwelling, and to require that any JADU rental be for a term of more than thirty (30) days.
4. Senate Bill (SB) 543: Amending the chapter to (a) define JADU and ADU size limitations by reference to "interior livable space," (b) extend impact fee limitations to JADUs of five hundred square feet or less of interior livable space, and (c) require ministerial approval of combined ADU/JADU applications on single-family parcels.
5. Senate Bill (SB) 9 Compliance Note: No code amendment is proposed to implement SB9. SB 9 establishes a procedural requirement governing how the City processes ADU Ordinance amendments, now and in the future. Under SB9, a local agency must submit its ADU Ordinance to HCD within sixty (60) days of adoption for HCD's review. If HCD determines the Ordinance does not comply with State standards, the local agency must respond to HCD's findings within thirty (30) days, either by amending the Ordinance or adopting a resolution with findings explaining why the Ordinance complies. An ADU Ordinance is invalidated if the local agency fails to timely submit the Ordinance to HCD or fails to timely respond to HCD's noncompliance findings. To comply, Staff will submit the amended Ordinance to HCD within the required timeframe following adoption.

ATTACHMENTS:

A. Ordinance No. 2026-09-CC

Attachment 1

ORDINANCE NO. 2026-09-CC

CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, APPROVING A ZONING CODE AMENDMENT, WHICH AMENDS TITLE 11, CHAPTER 11.43 (ACCESSORY DWELLING UNITS AND ACCESSORY STRUCTURES) OF THE SOUTH GATE MUNICIPAL CODE, AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, a Zoning Code Amendment ("ZCA") has been duly initiated by the City of South Gate ("Applicant"); and

WHEREAS, the ZCA would affect all residentially zoned parcels of the City and parcels allowing residential development as applicable within Title 11 of the Municipal Code; and

WHEREAS, the ZCA is described as an amendment to Title 11, Chapter 11.43 (Accessory Dwelling Units and Accessory Structures) of the South Gate Municipal Code, to ensure compliance with State Law and alignment with the intent of the City's General Plan; and

WHEREAS, Chapter 11.43 of the South Gate Municipal Code contains ordinances regarding Accessory Dwelling Units and accessory structures, the stated purpose of which, according to Section 11.43.010 of that Chapter, is to establish the standards for permitting Accessory Dwelling Units on residential properties in accordance with Section 66310 through 66342, and 65852.27, and 658563.3 of the California Government Code, and Section 714.3 of the California Civil Code; and

WHEREAS, since 2025 the California legislature passed, and the Governor of California signed, a number of Senate Bills ("SB") and Assembly Bills ("AB"), collectively referred to as "Bills" herein, which affect Accessory Dwelling Units in the State of California; and

WHEREAS, those Bills modified state laws in ways that have caused the above-referenced Chapter of the South Gate Municipal Code to conflict with state law. Those Bills are identified as follows and pertain to the following aspects of Accessory Dwelling Unit law:

- AB 130, amending the chapter to reflect the State's prohibition on fees and other financial requirements being imposed as a condition on the sale, rental, or transfer of an ADU or JADU, consistent with the amendment to Civil Code Section 714.3;
- AB 462, amending the chapter to allow issuance of a certificate of occupancy for an ADU prior to issuance of a certificate of occupancy for the primary dwelling,

where the primary dwelling was substantially damaged or destroyed by an event referenced in a Governor-declared state of emergency proclaimed on or after February 1, 2025;

- AB 1154, amending the chapter to limit the owner-occupancy requirement for JADUs to only those instances where the JADU shares sanitation facilities with the existing primary dwelling, and to require that any JADU rental be for a term of more than thirty (30) days;
- SB 543, amending the chapter to (a) define JADU and ADU size limitations by reference to "interior livable space," (b) extend impact fee limitations to JADUs of five hundred square feet or less of interior livable space, and (c) require ministerial approval of combined ADU/JADU applications on single-family parcels;
- SB 9, requires the City to submit its ADU ordinance to HCD within sixty (60) days of adoption and to respond to any HCD findings of noncompliance within thirty (30) days, failing which the ordinance is invalidated, and Staff will submit the amended ordinance to HCD within the required timeframe following adoption; and

WHEREAS, on September 15, 2026, the Planning Commission voted unanimously, 3-0, to recommend approval of the proposed ZCA to the City Council.

WHEREAS, to avoid conflicts between the South Gate Municipal Code and state law, the City Council now wishes to modify Chapter 11.43 of the South Gate Municipal Code to be in compliance with the new Bills.

WHEREAS, on October 27, 2026, the City Council held a duly noticed public hearing to consider the Planning Commission's recommendation and voted 5-0 to introduce Ordinance No. 2026-09-CC and waive further reading.

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

SECTION 1. Chapter 11.43 of the South Gate Municipal Code is hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 2. All references herein to this "Ordinance" shall include the modifications set forth in Exhibit "A".

SECTION 3. The proposed ZCA is exempt from CEQA pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which exempt the adoption of an Ordinance implementing the provisions of Government Code Section 66314 through 66339.5 (regulations regarding Accessory Dwelling Units and Junior Accessory Dwelling Units). The ZCA is also exempt under the "common sense" exemption in Section 15061(b)(3) of the State CEQA Guidelines, which applies where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The ZCA updates the City's regulations to comply with State law and does not result in any direct or indirect physical change to the environment.

SECTION 4. If any Section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

SECTION 6. The City Clerk shall certify the adoption of Ordinance No.2026-09-CC and shall cause a copy of the same to be published in a manner prescribed by law.

ADOPTED this 10th day of November, 2026

CITY OF SOUTH GATE:

_____
Joshua Barron, Mayor

ATTEST:

_____
Yodit Glaze, City Clerk

(Seal)

APPROVED AS TO FORM:

DRAFT

_____
Raúl F. Salinas, City Attorney

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

1:33pm

Item No. 3

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10 , 2026**
Originating Department: **Public Works**

Department Head: Arturo Cervantes *Arturo Cervantes* ***City Manager:*** Rob Houston *Rob Houston*

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2025-71-CC WITH CJ CONCRETE CONSTRUCTION, INC. TO CONTINUE SIDEWALK MAINTENANCE SERVICES

PURPOSE: To approve Amendment No. 1 to Contract No. 2025-71-CC with CJ Concrete Construction, Inc. for additional sidewalk maintenance and related curb, ADA ramp, and water meter box repairs and appropriate funding to continue sidewalk maintenance services.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 1 to Contract No. 2025-71-CC with CJ Concrete Construction, Inc. to extend the contract term by one year retroactive to October 31, 2026, increase the contract amount by $200,000 for additional sidewalk maintenance, and authorize curb, ADA ramp, and water meter box repairs;
b. Appropriating $489,600 in Gas Tax Funds to continue funding for construction, inspection services and a construction contingency; and
c. Authorizing the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Amendment No. 1 increases the contract amount by $200,000, using Gas Tax Funds already budgeted for Fiscal Year 2026/27. Funding allocated last fiscal year, including $300,000 in Water Funds and $300,000 in SB1 Funds, will be carried forward for Council approval during the mid-year budget process. Staff also recommends appropriating $489,600 in Gas Tax Funds for the planned work, inspection services, and contingency. The project budget is summarized below.

Budget Component	Water Fund	SB1	Gas Tax	Total
Contract No. 2025-71-CC	$300,000	$300,000	$182,000	**$782,000**
Amendment No. 1			$200,000	**$200,000**
Management & Inspection			$114,600	**$114,600**
Contingency			$193,000	**$193,000**
TOTAL	**$300,000**	**$300,000**	**$689,600**	**$1,289,600**

ANALYSIS: On October 28, 2025, the City Council approved a $782,000 agreement with CJ Concrete Construction, Inc. for citywide sidewalk maintenance. The agreement expired on October 31, 2026, with

approximately 35 percent of the planned work completed. A one-year extension would allow the contractor to complete the remaining sidewalk grinding, ramping, and related repairs.

The contractor submitted two invoices totaling $276,993 for work completed in August 2026. Funds allocated last fiscal year were not carried forward into the current budget, leaving no funding available to pay these invoices. The recommended funding actions are intended to restore funding for payment and continued work.

Amendment No. 1 would also add $200,000 in Gas Tax Funds already budgeted for Fiscal Year 2026/27 for additional sidewalk maintenance, increasing the contract amount from $782,000 to $982,000.

During the work, the contractor identified damaged curbs, ADA ramps, and water meter boxes that must also be repaired to properly complete the sidewalk improvements. The amendment would add these services at the following unit prices:

- Curb replacement: $50 per linear foot.
- ADA ramp construction or replacement: $6,500 each.
- Water meter box adjustment or setting: $650 each, including surrounding concrete.

These related repairs would be completed within the amended contract amount. Staff reviewed the proposed unit prices and determined that they are consistent with standard industry pricing.

BACKGROUND: The City maintains approximately 250 miles of sidewalks throughout residential, commercial, and industrial areas. Tree roots and other damage create uneven surfaces and potential trip hazards that require ongoing maintenance. While City crews address immediate hazards, the accumulated repair needs exceed the Field Operations Division's capacity, requiring supplemental contractor services.

The original Agreement established a maintenance program focused on grinding raised concrete and installing asphalt ramps where appropriate. This approach allows the City to address more locations within the available budget while reserving full reconstruction for areas needing more extensive repairs.

CJ Concrete Construction has satisfactorily performed services under the Agreement. The proposed one-year extension would allow the contractor to complete work originally planned for Fiscal Year 2025/26 and address additional locations with funding for Fiscal Year 2026/27.

Adding curb, ADA ramp, and water meter box repairs would allow related improvements to be completed alongside sidewalk repairs. These efforts would help reduce the repair backlog and support a more consistent citywide sidewalk maintenance program.

ATTACHMENT: A. Amendment No. 1 to Contract No. 2025-71-CC
B. Contract No. 2025-71-CC

HF:ky

AMENDMENT NO. 1 TO CONTRACT NO. 2025-71-CC FOR SIDEWALK MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND C J CONCRETE CONSTRUCTION, INC.

This Amendment No. **1** to Contract No. 2025-71-CC for Sidewalk Maintenance Services ("Agreement") is made and entered into on **October 27th, 2026**, by and between the City of South Gate, a municipal corporation ("City"), and C J Concrete Construction, Inc., a California corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on October 28, 2025, the City Council approved Contract No. 2025-71-CC with Contractor ("Agreement") for Sidewalk Maintenance Services, in the amount of Seven Hundred Eighty-Two Thousand Dollars ($782,000);

WHEREAS, City and Contractor desire to execute Amendment No. 1 to Contract No. 2025-71-CC for Sidewalk Maintenance Services, in an amount not to exceed **Two Hundred Thousand Dollars ($200,000)**, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to **Nine Hundred Eighty-Two Thousand Dollars ($982,000).**

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

1.1 SCOPE OF WORK

City hereby engages Contractor, and Contractor accepts such engagement, to continue to perform the sidewalk grinding, ramping, and related maintenance services set forth in the Scope of Services described in the Agreement, at the Year 2 unit pricing identified in Contractor's original Proposal, which shall remain in effect during the extension term. In addition, Contractor shall furnish the unit pricing set forth in Exhibit "A" attached hereto and made part of this Amendment for the following items, which were not included in the original Request for Proposals: Curb Only Replacement, ADA Ramp Construction/Replacement, and Water Meter Box Adjustment/Setting. The Scope of Services may be mutually amended from time to time by both Parties in writing.

1.2 COMPENSATION.

The total amount of compensation for the Agreement and Amendment No. 1 shall not exceed the sum of **Nine Hundred Eighty-Two Thousand Dollars ($982,000).** City shall pay Contractor for 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 No payment made hereunder by City to Contractor, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by the Contractor of its obligations under this Agreement.

1.2.2 Contractor shall file its request for payment on or before the twentieth (20th) day of each calendar month following the commencement of the Work, consistent with Section 2 of the Agreement. The City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval, as provided in the Agreement.

1.3 TERM OF AGREEMENT.
This Agreement is hereby extended retroactively to October 31, 2026 and will remain in effect through October 31, 2027, 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 Attachments and Exhibits attached hereto, shall remain in full force. City reserves the right to augment or reduce the scope of work as the City deems necessary.

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

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: _____ DRAFT
Raúl F. Salinas, City Attorney

C J CONCRETE CONSTRUCTION, INC.:

By: _____
John C. Sarno, President

Dated: _____

EXHIBIT A

Unit Pricing — Letter from CJ Concrete Construction, Inc.

CJ CONCRETE CONSTRUCTION, INC.

10142 Shoemaker Ave.
Santa Fe Springs, CA 90670
Phone No.: (562)777-2222

License No.: 720989
A-General Engineer
DIR: 1000002154

Hello Harry

Thank you for your email and for the opportunity to continue working with the City of Southgate. CJ Concrete Construction Inc. sincerely appreciates the City's confidence in our team and the strong working relationship we have developed through this contract. We appreciate the opportunity to support the City's sidewalk and concrete repair program and look forward to another successful year of collaboration.

This letter confirms that **CJ Concrete Construction has agreed to extend the current contract for sidewalk and concrete repair services for an additional one-year period**. We also confirm that the **Year 2 pricing identified in our original proposal will remain in effect during the extension period**.

In addition, CJ Concrete Construction is pleased to provide the following unit pricing for items that were not included in the original RFP:

- **Curb Only Replacement:** $50.00 per linear foot (LF)
- **ADA Ramp Construction/Replacement:** $6,500.00 each
- **Water Meter Box Adjustment/Setting (all concrete around boxes to be included):** $650.00 each

We understand the importance of establishing unit pricing for these items to avoid field delays and support timely completion of sidewalk replacement work.

Thank you again for the opportunity to continue serving the City of Southgate. We appreciate your partnership and look forward to another productive year working together. Please let us know if you need any additional information from our team.

Sincerely,

John C. Sarno

CJ Concrete Construction

1

Attachment A

AGREEMENT FOR SIDEWALK MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND C J CONCRETE CONSTRUCTION, INC.

THIS AGREEMENT FOR SIDEWALK MAINTENANCE SERVICES ("**Agreement**") is entered into as of October 28, 2025, by and between the City of South Gate, a municipal corporation (the "**City**") and C J Concrete Construction, Inc., a California corporation (the "**Contractor**"), with reference to the following facts:

RECITALS

A. The City maintains approximately 250 miles of sidewalks throughout residential, commercial, and industrial areas.

B. Damage to those sidewalks is common, most often caused by root intrusion from the City's extensive tree canopy.

C. While City crews address immediate trip hazards, the backlog of repairs continues to grow each year, exceeding the City's Public Works Department Field Operations Division's capacity.

D. To address this need, the City's Public Works Department is implementing a new maintenance and repair strategy that emphasizes grinding and ramping uplifted sidewalks, rather than full reconstruction; this cost-effective approach will allow far more locations to be repaired within the same budget.

E. On June 25, 2025, the City issued a Request for Proposals (the "**RFP**"), seeking proposals from maintenance contractors who could perform this sidewalk maintenance and repair work.

F. Contractor submitted a proposal in response (the "**Proposal**"), outlining the terms and conditions under which it would be willing to perform the work identified in the RFP. Contractor represented in the Proposal, and does hereby represent to the City, that Contractor has the requisite skills, knowledge, qualifications, manpower and expertise to perform the services described in the RFP. A copy of the Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference.

G. The City has accepted Contractor's Proposal, and Contractor does hereby offer to perform maintenance services with described therein and in the RFP, as more particularly identified below in this Agreement and in the Exhibits attached hereto.

H. The City is willing to accept this offer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the City and Contractor hereby agree as follows:

AGREEMENT

1. **Engagement and Scope of Work**. The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the grinding, ramping, and other sidewalk maintenance services identified In the RFP and the Proposal (the "**Work**"). If and to the extent the RFP or the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control. No Work shall be conducted on private property.

2. **Compensation Payable by City to Contractor**. The maximum amount of compensation to be paid to Contractor hereunder shall not exceed **Seven Hundred Eighty-Two Thousand Dollars ($782,000.00)**, which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions, and limitations, is set forth in the Proposal. Except as may be specifically set forth in the Proposal or approved by the City on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in the Proposal, on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **Term of Agreement**. The term of this Agreement ("**Term**") shall commence on October 29, 2025, and shall terminate on October 31, 2026, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13.2 below. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

4. **Commencement of the Work**. The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City's Director of Public Works ("**Director**"), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.

5. **Inspection of Work**. The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor's conformance to the terms of this Agreement, pursuant to the

City's established review and approval procedures as the same may be amended from time to time. Without limiting the City's rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.

6. **South Gate Business License**. Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.

7. **Contractor Must Pay Prevailing Wages to its Employees**. This Agreement is a maintenance contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with prevailing wage rate payment requirements under California Labor Code § 1771. Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **Performance Standards and Requirements**. Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor, and other services necessary to fully and adequately perform the Work and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations, and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.

9. **Independent Contractor**. In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation, or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent

themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state, or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. **Non-Discrimination and Equal Employment Opportunity**. In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

11. **Contractor's Representations and Warranties**. In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

11.1 **Familiarity with Work**. Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

11.2 **Site Inspection**. Contractor has visited representative City sidewalks where the Work is to be performed and is fully acquainted with the conditions existing at such sites.

11.3 **No Solicitation**. Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

11.4 **No Fees, Commissions, Gifts or Other Consideration**. Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

11.5 **No Conflict of Interest by City**. Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

11.6 **No Conflict of Interest by Contractor**. Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

12. **Non-Exclusivity**. The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for similar maintenance services in the City.

13. **No Assignment**. Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned, or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an

assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegatees, and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **Public Employees Retirement System**. Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("**PERS**") as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

15. **Insurance**. During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:

15.1 **Property Damage/Casualty Insurance**. Depending on the nature of the City sidewalks which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City sidewalks. Said insurance shall provide protection against all perils typically included within the classifications of "all-risk", "fire legal liability", and "personal injury" insurance.

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

15.3 **Worker's Compensation Insurance**. Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.

15.4 **Automobile Liability Insurance**. Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least $1,000,000 per person, $2,000,000 per occurrence, and (b) Primary Property Damage of at least $1,000,000 per occurrence.

15.5 **Qualifications of Insurers**. Each policy shall be issued by an insurance company having a "Best's Rating" of at least A and having a "Financial Size Categories" rating of at least VIII in the most current edition of "Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).

15.6 **City to be Named as Additional Insured Party**. All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement (**CG 20 10 11 85**) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.

15.7 **Primary Insurance**. Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.

15.8 **Blanket Policies**. Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items and matters to be insured under this Agreement or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.

15.9 **Restrictions on Cancellation and Reduction**. Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption, or lapse of coverage, and (b) any reduction in the amount, type, or extent of coverage.

15.10 **Waivers of Subrogation**. The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

15.11 **Verification of Coverage**. Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance

coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidence of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.

15.12 **Form of Policies**. All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

15.13 **Policy Limits Do Not Limit Contractor's Liability**. The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.

16. **Termination for Convenience**. The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "**Termination Notice**") that specifies a termination date (the "**Early Termination Date**") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

17. **Notice of Default and Termination for Cause**. If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("**Default Notice**"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If,

after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

18. **City's Remedies for Contractor's Failure to Perform**. Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 **Forfeiture of Bond/Negotiation of Security**. The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations and may further cause to be negotiated any instrument of credit deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

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

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

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

irreparable harm and injury to the City if such breach continues unabated following the City's request for injunctive relief.

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

19. **Indemnification and Defense**. Contractor and its sureties (if any) shall indemnify, hold harmless and defend (using counsel acceptable to the City) the City and its officers, managers, directors, agents, and employees from and against all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including without limitation reasonable attorney's fees, arising out of or attributable to Contractor's performance or failure to perform its obligations under this Agreement.

20. **Miscellaneous**.

20.1 **Notices**. All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first-class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by email transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other addresses as the receiving party may from time to time specify by written notice to the other party: Each party agrees that the attorney for such party shall have the authority to deliver notices on such party's behalf to the other party or parties hereto.

To the City:
The City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Arturo Cervantes
Assistant City Manager and
Director of Public Works
Telephone No.: (323) 563-9512
Email: acervantes@sogate.org

With copies (which shall not constitute notice) to:

Craig D. Hardwick, Esq.
Frost Brown Todd
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Email: CHardwick@fbtlaw.com

And

The City of South Gate
8650 California Avenue
South Gate, California 90280
Attn: Yodit Glaze, City Clerk
Telephone No.: (323) 563-9511
Email: yglaze@sogate.org

To Contractor:	With a copy (which shall not constitute notice) to:
C J Concrete Construction, Inc. 10142 Shoemaker Avenue Santa Fe Springs, California 90670 Attn: John C. Sarno, CEO Telephone No.: (____) _____ Email: _____	_____ _____ _____ Attn: _____ Telephone No.: (____) _____ Email: _____

20.2 **Time**. Time is of the essence of every provision contained in this Agreement.

20.3 **Incorporation of Recitals and Exhibits**. All the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 **Successors and Assigns**. Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

20.5 **Force Majeure**. If either party is delayed or hindered in, or prevented from, the performance of any act or the payment of any amounts required under this Agreement by reason of a "Force Majeure" as defined below, then performance of such act will be excused for the period of delay and the period for the performance of any such act will be extended for a period equivalent to the period of such delay. As used herein, the term "**Force Majeure**" means any one or more of the following to the extent not caused by the party claiming the delay: (a) fire, earthquake, flood or other natural disaster; (b) interruption of any public utilities, including without limitation electricity, gas, water, sewer or telephone service; (c) governmental action or inaction, including without limitation failure, refusal or delay in issuing permits, approvals and/or authorizations; (d) governmental declarations of local, regional, state-wide or national emergencies, including without limitation governmental declarations which mandate or recommend the full or partial closure of the performing party's business; (e) restrictive governmental laws, regulations or orders; (f) strikes, lock-outs, or similar labor interruptions; (g) inability to procure necessary construction materials; (h) riots, civil unrest or insurrection; (i) criminal activity; (j) terrorism; (k) war; (l) epidemics and/or pandemics; (m) quarantines; or (n) any other unusual and unforeseeable delay not within the reasonable control of the party delayed.

20.6 **Construction**. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

20.7 **Governing Law**. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

20.8 **Consent to Jurisdiction and Service of Process**. All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

20.9 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

20.10 **Entire Agreement**. This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.11 **Captions**. Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

20.12 **Severability**. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

20.13 **Further Assurances**. Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

20.14 **No Waiver**. Any waiver, consent, or approval by either party of any breach, default, or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default, or event of default

of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

20.15 **Rights and Remedies**. No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

20.16 **Joint and Several Liability**. If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

20.17 **No Third-Party Beneficiaries**. The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

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

20.19 **City Council Approval Required for Effectiveness of Agreement**. Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the

City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

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

"CITY"
CITY OF SOUTH GATE

By:_____
Maria Davila, Mayor

Dated: October ___, 2025

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

"CONTRACTOR"
C J CONCRETE CONSTRUCTION, INC.

By:_____
Jon C. Sarno, CEO

Exhibit "A"

Proposal

[Attach C.J. Concrete Construction's Proposal Here]

AS13772.0860872 4919-0177-9570v1



CJ CONCRETE CONSTRUCTION, INC.

10142 SHOEMAKER AVE.

SANTA FE SPRINGS, CA 90670

License No.: 720989 Exp: 04/30/2026

DIR: 100 000 2154

PHONE: (562)777-2222

FAX: N/A

CJ CONCRETE CONSTRUCTION, INC.

10142 Shoemaker Ave.
Santa Fe Springs, CA 90670
Phone No.: (562)777-2222

License No.: 720989
A-General Engineer
DIR: 1000002154

Subject: Request for Proposal (RFP) for Annual Sidewalk Maintenance

CJ Concrete Construction, Inc. is excited to submit our bid for the upcoming project for sidewalk cutting, asphalt ramping of sidewalk, and remove of temporary asphalt and replacement of concrete sidewalk. We are committed to delivering the highest quality workmanship and ensuring that every aspect of the project meets the highest standards of excellence.

Company Overview: CJ Concrete Construction, Inc. has been a trusted name in the construction industry since 1995. With over 30 years of experience, we specialize in delivering high-quality concrete solutions, including curbs, gutters, sidewalks, driveways, and ADA ramps. Our commitment to excellence and customer satisfaction has earned us a reputation for reliability and superior craftmanship.

CJ CONCRETE CONSTRUCTION, INC.

10142 Shoemaker Ave.
Santa Fe Springs, CA 90670
Phone No.: (562)777-2222

License No.: 720989
A-General Engineer
DIR: 1000002154

Subject: Past Projects

- Description of Project and Services Performed: OMNIBUS CONCRETE REPAIRS / REPLACEMENT OF DAMAGE & DETERIORATED CONCRETE SIDEWALKS
- Client/Owner Project Contact Information: CITY OF SANTA ANA
  - First and Last Name: DANNY SWAIN
  - Title: Project Manager
  - Address: 20 CIVIC CENTER PLAZA, SANTA ANA, CA 92701
  - Email Address: DSWAIN@SANA-ANA.ORg
  - Phone Number: (714) 647-5400
  - Contract Amount: $3,700,000.00

- Description of Project and Services Performed: CITYWIDE ANNUAL CONCRETE / ON-CALL ANNUAL CONCRETE IMPROVEMENTS
- Client/Owner Project Contact Information: CITY OF BELLFLOWER
  - First and Last Name: PHILIP WANG
  - Title: Project Manager
  - Address: 16600 CIVIC CENTER DRIVE., BELLFLOWER, CA 90706
  - Email Address: pwang@bellflower.org
  - Phone Number: (562)804-1424
  - Contract Amount: $2,417,600.00

- Description of Project and Services Performed: SIDEWALK IMPROVEMENTS IN VARIOUS LOCATIONS / BRYAN STREET AND COCHRAN AVE SIDEWALK IMPROVEMENTS
- Client/Owner Project Contact Information: CITY OF RIVERSIDE
  - First and Last Name: MARK MENSEN
  - Title: Project Manager
  - Address: 3900 MAIN STREET, RIVERISDE, CA 92501
  - Email Address: MMensen@riversideca.gov
  - Phone Number: 951-826-5990

- Contract Amount: $948,556.00

- Description of Project and Services Performed: CURB RAMP INSTALLATION / CDBG ADA CURB RAMP INSTALLATION PROJECT
- Client/Owner Project Contact Information: CITY OF EL SEGUNDO
  - First and Last Name: FLORIZA RIVERA
  - Title: Project Manager
  - Address: 350 Main Street, El Segundo, CA 90245
  - Email Address: frivera@elsegundo.org
  - Phone Number: (310)524-2361
  - Contract Amount: $266,400.00

- Description of Project and Services Performed: CONCRETE IMPROVEMENT / CONCRETE IMPROVEMENT PROJECT
- Client/Owner Project Contact Information: CITY OF EL SEGUNDO
  - First and Last Name: FLORIZA RIVERA
  - Title: Project Manager
  - Address: 350 Main Street, El Segundo, CA 90245
  - Email Address: frivera@elsegundo.org
  - Phone Number: (310)524-2361
  - Contract Amount: $195,073.00

- Description of Project and Services Performed: On Call Maintenance
- Client/Owner Project Contact Information: CITY OF IRVINE
  - First and Last Name: Billy Walker
  - Title: Project Manager
  - Address: 1 Civic Center Plaza, Irvine, CA 92606
  - Email Address: bwalker@cityofirvine.org
  - Phone Number: (949)724-7616
  - Contract Amount: $922,984.78

CJ CONCRETE CONSTRUCTION, INC.

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Santa Fe Springs, CA 90670
Phone No.: (562)777-2222

License No.: 720989
A-General Engineer
DIR: 1000002154

- Description of Project and Services Performed: Hardscape Maintenance
- Client/Owner Project Contact Information: CITY OF LAKEWOOD
  - First and Last Name: Tiffany Karzen
  - Title: Project Manager
  - Address: 5050 Clark Ave, Lakewood, CA 90712
  - Email Address: tkarzen@lakewoodca.gov
  - Phone Number: (562)866-9771
  - Contract Amount: 10,000,000.00 since 2004

- Description of Project and Services Performed: Sidewalk Rehabilitation Project FY2024-2025
- Client/Owner Project Contact Information: CITY OF MAYWOOD
  - First and Last Name: Rudolph Rodriguez
  - Title: Project Manager
  - Address: 4319 E Slauson Ave, Maywood, CA 90270
  - Email Address: rudolph.rodriguez@transtech.org
  - Phone Number: (626)656-0394
  - Contract Amount: 72,824.00

CJ CONCRETE CONSTRUCTION, INC.

10142 Shoemaker Ave.
Santa Fe Springs, CA 90670
Phone No.: (562)777-2222

License No.: 720989
A-General Engineer
DIR: 1000002154

Subject: Company Key Staff

Hector Hernandez – General Superintendent

Hector Hernandez is the General Superintendent of CJ Concrete Construction, Inc. He has thirty-one (31) experience in the general engineering and landscape fields. While attending college he has began working in the landscape field. He was noticed by various general contractors and was given an opportunity to join a concrete crew.

He has a strong knowledge of engineering, concrete and landscape construction. He has been with CJ Concrete Construction Inc. from the beginning and has overseen all the various construction projects completed.

TBD - Foreman

The foreman is responsible for overseeing daily construction site activities, ensuring projects are completed on schedule and within budget. Key duties include supervising and directing tradespeople, coordinating with project managers and other stakeholders, conducting quality control checks, and enforcing safety protocols. The foreman also troubleshoots issues, manages materials and equipment, and maintains accurate records of progress and incidents. Effective communication, problem-solving, and leadership skills are essential for success in this role.

Jenifer Hernadez – Project Manager

The project manager oversees construction projects from inception to completion, ensuring timely, budget-friendly, and quality delivery. Key responsibilities include developing project plans, managing budgets and schedules, providing submittals, coordinating with clients, architects, engineers, and contractors, and monitoring progress. They identify and mitigate risks, resolve conflicts, and ensure compliance with regulations and safety standards. Effective communication, strategic planning, and problem-solving skills are crucial for success in this role, as project managers balance competing demands to deliver projects that meet client expectations.

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Rachel Jimenez – Payroll Officer

The payroll officer is responsible for managing the accurate and timely payment of construction employees, ensuring compliance with labor laws and company policies. Key duties include processing payroll data, tracking hours worked, calculating wages and benefits, and handling deductions and taxes. They also maintain employee records, resolve payroll discrepancies, and provide support during audits. Additionally, the payroll officer may be involved in benefits administration, workers' compensation claims, and reporting requirements, requiring strong attention to detail and organizational skills.

INDUSTRIAL SAFETY RECORD FORM

BIDDER'S NAME: CJ CONCRETE CONSTRUCTION, INC.

	Current Year of Record	2025	2024	2023	2022	2021	Total
Number of contracts	05	05	17	10	10	10	52
Total dollar amount of contracts (in thousands of dollars)	03	03MM	30MM	20MM	14MM	10MM	77MM
Number of fatalities	00	00	00	00	00	00	00
Number of lost workday cases	00	00	00	00	00	00	00
Number of lost workday cases involving permanent transfer to another job or termination of employment	00	00	00	00	00	00	00

CJ CONCRETE CONSTRUCTION, INC.

16142 Shoemaker Ave.
Santa Fe Springs, CA 90670
Phone No.: (562)777-2222

License No.: 720989
A-General Engineer
DIR: 1000092154

ATTACHMENT 1

COST FORM

Base Bid

Item #	Description	Unit	Estimated Annual Quantity	Year 1 - Unit Cost	Year 1 - Total Cost	Year 2 - Unit Cost	Year 2 - Total Cost	Year 3 - Unit Cost	Year 3 - Total Cost
Task 1	Sidewalk Cutting	EA	500	$125.00	$62,500.00	$135.00	$67,500.00	$140.00	$70,000.00
Task 2	Asphalt Ramping of Sidewalk	EA	300	$600.00	$180,000.00	$600.00	$180,000.00	$600.00	$180,000.00
Task 3	Removal of Asphalt Patch and Installation of Concrete	SF	1000	$13.00	$13,000.00	$14.00	$14,000.00	$15.00	$15,000.00
	Total			$738.00	$255,500.00	$749.00	$261,500.00	$755.00	$265,000.00

*Estimated annual quantities are subject to change based on unit pricing, as the intent is to maintain the selected contractor's engagement throughout the year.

* Quantities per task may vary month to month.

Additive Alternative Schedule

Item #	Description	Unit	Year 1 - Unit Cost	Year 2 - Unit Cost	Year 3 - Unit Cost
1.	Remove and Replace Sidewalk	SQ	$13.00	$14.00	$15.00
2.	Paint Asphalt Patch to match surrounding concrete	EA	$300.00	$300.00	$300.00

ATTACHMENT 2 – LIST OF SUBCONTRACTORS

NAME OF BIDDER CJ CONCRETE CONSTRUCTION, INC.

LIST OF SUBCONTRACTORS

In accordance with Division 2, Part I, Chapter 4 of the Public Contract Code, including Sections 4100-4113. The prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent of the prime contractor's total bid.

Subcontractors listed must be properly licensed for the type of work they are to perform and their license numbers must be indicated below. Do not list alternate subcontractors for the same work.

Name & Address of Subcontractor	Specific Description of Subcontract

1. Name CASELAND SURVEYING, INC — SURVEYING PORTION
   Address 614 N ECKOFF STREET — ORANGE, CA 92868
   License No. L5411 — Email Address clsi@caselandsurveying.com
   Classification Surveying

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: 100 000 1533

2. Name PRECISION CONCRETE CUTTING — SIDEWALK CUTTING
   Address 13089 PAYTON DR. — CHINO HILLS, CA 91709
   License No. 925449 — Email Address socalpcc@safesidewalks.com
   Classification SIDEWALK CUTTING

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: 100 000 3322

3. Name _____

Address_____ _____

License No._____ Email Address_____

Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

4. Name_____ _____

Address_____ _____

License No._____ Email Address_____

Classification_____

D.I.R.P.W.C. Registration No: _____

5. Name_____ _____

Address_____ _____

License No._____ Email Address_____

Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

6. Name_____ _____

Address_____ _____

License No._____ Email Address_____

Classification_____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration No: _____

ATTACHMENT 3 – CONTRACTOR'S QUALIFICATIONS STATEMENT

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of South Gate

The undersigned certifies that the bidder has successfully and properly completed projects of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Three (3) of recent comparable projects completed are below:

1. Project Name OMNIBUS CONCRETE REPAIRS

   Description REPLACEMENT OF DAMAGE & DETERIORATED CONCRETE SIDEWALKS

DANNY SWAIN	PROJECT MANAGER	DSWAIN@SANTA-ANA.ORG
Person to Contact	Job Title	Phone No.
CITY OF SANTA ANA	$3,700,000.00	DECEMBER 2023
City	Contract Amount	Date Completed

2. Project Name ON-CALL MAINTENANCE

   Description MAINTENANCE IN VARIOUS LOCATIONS AROUND THE CITY

BILLY WALKER	PROJECT MANAGER	(949)724-7616
Person to Contact	Job Title	Phone No.
CITY OF IRVINE	$922,984.78	APRIL 2023
City	Contract Amount	Date Completed

3. Project Name ON-CALL ANNUAL CONCRETE IMPROVEMENTS

   Description CITYWIDE ANNUAL CONCRETE

PHILIP WANG	PROJECT MANAGER	(562)804-1424
Person to Contact	Job Title	Phone No.
CITY OF BELLFLOWER	$2,417,500.00	DECEMBER 2024
City	Contract Amount	Date Completed

Failure to complete this portion of the bid shall at the City's discretion constitute the basis to

either declare the apparent low bidder's bid non-responsive or declare the bidder to be non-responsive.

Signed _____ Title PRESIDENT

Dated this 10 day of JULY, 2025

ATTACHMENT 4 – CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any construction contract.

Submitted By: CJ CONCRETE CONSRTUCTION, INC.
Name must correspond with the Contractor's License

✓ Corporation _____ Partnership _____ Individual _____ Joint Venture

If a corporation, under the laws of what State is it organized? CALIFORNIA

California Regional Office (s): _____

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. How many years experience in construction work under current organization?

(a) As a General Contractor? 29 YEARS From 1996 to 20 25 / CURRENT

(b) As a Subcontractor? _____ From ___ to 20___

B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

TITLE OF PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE No. AND NAME OF PERSON TO CONTACT
OMNIBUS CONCRETE REPAIRS / REPLACEMENT OF DAMAGE & DETERIORATED CONCRETE SIDEWALKS	DECEMBER 2023	CITY OF SANTA ANA (714)647-5400 DANNY SWAIN
CITYWIDE ANNUAL CONCRETE / ON-CALL ANNUAL CONCRETE IMPROVEMENTS	DECEMBER 2024	CITY OF BELLFLOWER (562)804-1424 PHILIP WANG
SIDEWALK IMPROVEMENTS IN VARIOUS LOCATIONS / BRYAN STREET AND COCHRAN AVE SIDEWALK IMPROVEMENTS	MAY 2025	CITY OF RIVERSIDE (951)826-5990 MARK MENSON

B. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ____ NO ✓. If so indicate the name of each agency, dates, and the circumstances.

C. Have you or your company been denied an award of an Owner contract not withstanding submission of the lowest responsive bid? YES ____ NO ✓. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

D. Has your company been assessed liquidated damages by any Owner? YES ____ NO ✓. If so, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.

E. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES ____ NO ✓. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

F. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES ____ NO ✓. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

G. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES ____ NO ✓. If so, state the circumstances, including the reason for submittal of false material.

H. Is your company currently asserting against any Owner any construction claim (s) in excess of $100,000.00, or has your company made such claim (s) against any Owner? YES ____ NO ✓. If so, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of such claim, the present status of such claim, the date of resolution of such claim if resolved, and the amount and method by which such claim was resolved, if resolved.

I. Is your company currently a party against any Owner in any litigation pertaining to any construction project, or has your company been a party to such litigation? YES ____ NO ✓. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

ADDITIONAL INFORMATION AND/OR COMMENTS

Use this page for providing requested or additional information or for any comments. If no comments or additional information, write "NONE" at the top of this page. (Duplicate this page if more space is needed). Add corresponding "letter" of each question that the information or comment pertains to.

NONE

CJ CONCRETE CONSTRUCTION, INC.

10142 Shoemaker Ave.
Santa Fe Springs, CA 90670
Phone No.: (562)777-2222

License No.: 720989
A-General Engineer
DIR: 1000002154

Subject: Work Schedule

Prior to commencing the project, we notify nearby residents and business owners in the area with advance notices. Once the project begins, the process unfolds in several key stages. First, we use saw cutting to demarcate and prepare the designated work areas. Next, demolition takes place to clear the site. The area is then graded to ensure a level surface. Following this, framing is constructed to shape the new layout. With the formwork in place, concrete is poured to create the new surface. Finally, we completed the project with backfilling and asphalt slot paving to restore and finish the area.

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

1:33pm

Item No. 4

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
Originating Department: **Public Works**

Department Director: Arturo Cervantes — *Arturo Cervantes*

City Manager: Rob Houston — *Rob Houston*

SUBJECT: AMENDMENT NO. 1 TO THE AGREEMENT NO. 2024-87-CC WITH WILLDAN ENGINEERING FOR PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF CAPITAL IMPROVEMENT PROGRAM PROJECTS

PURPOSE: To approve Amendment No. 1 to Agreement No. 2024-87-CC with Willdan Engineering to fund additional project management services needed to support the City's increased delivery of capital improvement projects and meet construction schedules and grant deadlines.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No.1 to Agreement No. 2024-87-CC with Willdan Engineering for Project Management Services in the amount does not exceed $115,735; and
b. Authorizing the Mayor to execute the Agreements in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no impact to the General Fund. Amendment No. 1 to Contract No. 2024-84-CC is in the amount of $115,735 for project management services and will be funded with restricted funds budgeted in the Fiscal Year 2026/27 Capital Improvement Program.

ANALYSIS: During Fiscal Year 2025/26, the Engineering Division advanced more capital improvement projects than anticipated, bringing needed infrastructure improvements to the community while maintaining project schedules and meeting grant deadlines. This higher level of project delivery required additional project management support from Willdan Engineering.

The City's CIP includes more than $80 million in funded projects addressing public safety, reliable services, and residents' quality of life. Willdan supplements City staff by coordinating design and construction, monitoring schedules and costs, and helping meet grant requirements. This support allows the City to move multiple projects forward throughout the year.

Staff recommend approving Amendment No. 1 to Agreement No. 2024-84-CC in the amount of $115,735 to cover the additional project management services provided during Fiscal Year 2025/26. These services supported the increased project workload and exceeded the original agreement amount. The amendment would be funded with restricted funds budgeted for the applicable CIP projects, with no impact to the General Fund.

BACKGROUND: During Fiscal Year 2025/26, the Engineering Division completed or advanced

more projects than anticipated. Noteworthy examples include the Urban Orchard, Circle Park Renovation, Hollydale Park Renovation, I-710 Freeway/Firestone Boulevard Southbound On-Ramp Realignment, Sewer System Rehabilitation, and Garfield Pedestrian Crossing Improvements. These projects support recreation, safer travel, and reliable infrastructure. The Sewer System Rehabilitation Project also required close coordination to meet deadlines associated with its American Rescue Plan Act (ARPA) funding.

Delivering these projects requires coordination among City departments, design consultants, construction contractors, utility companies, and funding agencies. As design milestones, construction schedules, and funding deadlines overlapped, additional project management support was needed to resolve issues, monitor progress, and meet construction oversight and grant requirements.

The City selected Willdan Engineering through a competitive procurement process to provide as-needed project management services. The agreement supplements Engineering Division staff with technical expertise and additional resources to manage projects from design through construction.

Willdan provided additional services to support the increased project workload and help City staff maintain this progress. The proposed amendment would cover those services using restricted funds budgeted for the applicable CIP projects.

ATTACHMENTS: A. Amendment No. 1 with Willdan Engineering for Project Management services

Exhibit A: Statement of Qualifications for As Needed Professional Engineering Services

GD:ky

AMENDMENT NO. 1 TO CONTRACT NO. 2024-87-CC FOR PROJECT MANAGEMENT SERVICE BETWEEN THE CITY OF SOUTH GATE AND WILLDAN ENGINEERING

This Amendment No. 1 to Contract No. 2024-87-CC for Professional Project Management Service ("Agreement") is made and entered into on **November 10, 2026,** by and between the City of South Gate, a municipal corporation ("City"), and Willdan Engineering, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on October 22, 2024, the City Council approved Contract No. 2024-87-CC with Consultant ("Agreement") for Professional Project Management Services, in the amount of **Three Hundred Thousand Dollars ($300,000)**;

WHEREAS, City and Consultant desire to execute Amendment No. 1 to Contract No. **2024-87-CC** for Professional Project Management Services, in an amount not to exceed **One Hundred Seventy-Three Thousand Six Hundred Eighty Two Dollars** ($173,682), under the terms and conditions of the Agreement, Amendment No. **1 bringing** the aggregate total of the Agreement, Amendment No. 1 to **Four Hundred Seventy-Three Thousand Six Hundred Eighty-two Dollars ($473,682).**

NOW, THEREFOR, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT

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

1.2 COMPENSATION. The total amount of compensation for the Agreement, Amendment No. 1 shall not exceed the sum of **Four Hundred Seventy-Three Thousand Six Hundred Eighty-two Dollars ($473,682).** 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 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.

1.2.2 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 **October 22, 2027,** 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.

[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: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVE AS TO FORM:

By: DRAFT _____
Raúl F. Salinas, City Attorney

WILLDAN ENGINEERING:

By: _____
Adel Freij, Vice President

Dated: _____

EXHIBIT A

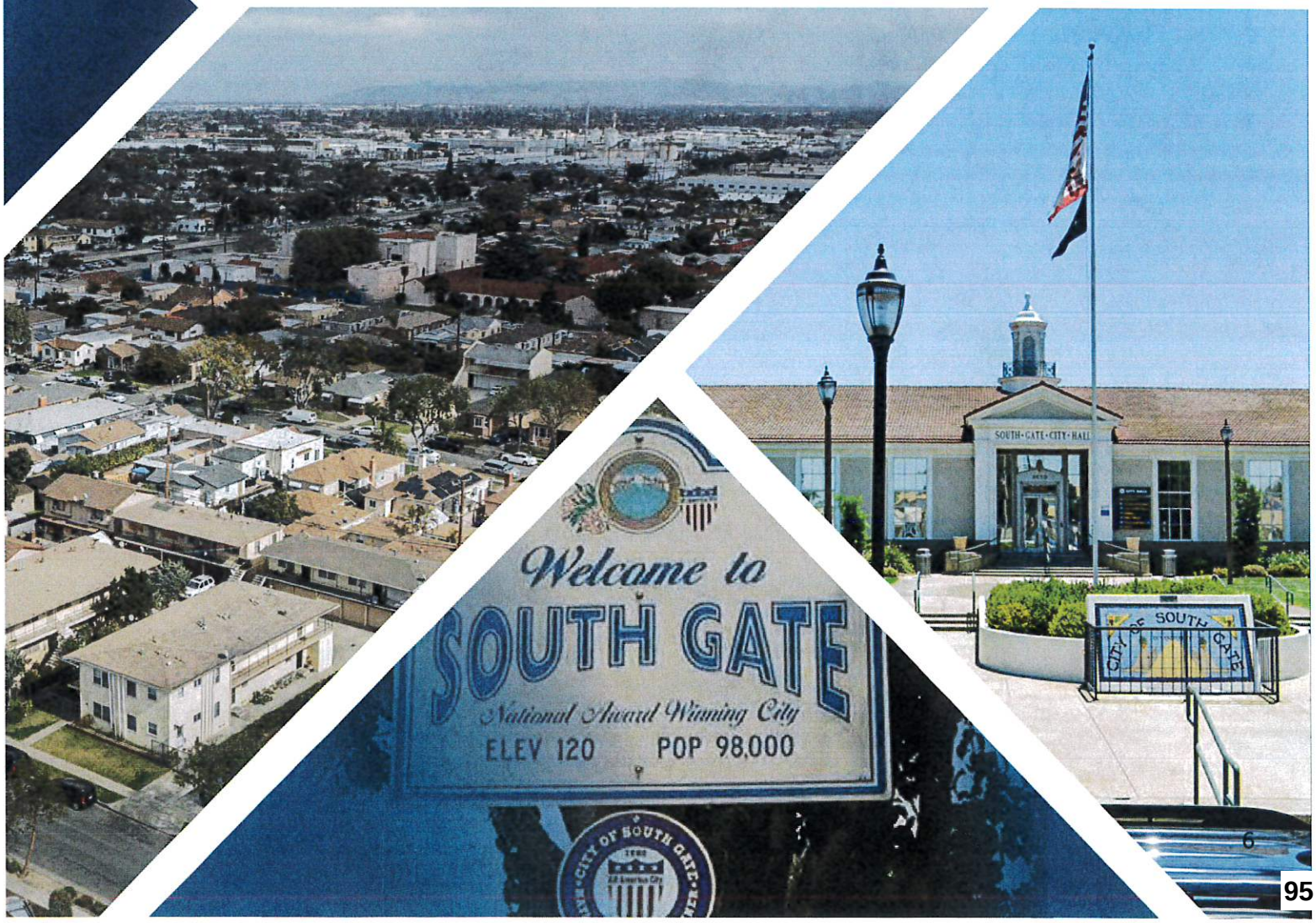
City of South Gate

Statement of Qualifications

As Needed Professional Services

April 8, 2024

WILLDAN



WILLDAN

April 8, 2024

Mr. Luis Osuna, Deputy City Engineer
Public Works Department, Engineering Division
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Statement of Qualifications for As Needed Professional Engineering Services

Dear Mr. Osuna,

The City of South Gate is seeking consultants to provide as needed engineering services that may include engineering and architectural design, construction management, inspection, geotechnical, project management, staff augmentation, surveying, special funding administration, grant writing, plan review, right-of-way acquisition, assessment district engineering, estimating, arborist services, preparation of grant and federal funding reimbursement requests, traffic, and transportation engineering. As a multidisciplinary firm, **Willdan Engineering (Willdan)** has a full complement of resources under one roof, enabling us to provide a complete range of services to the City of South Gate. Willdan has assembled a team of highly qualified and deeply experienced individuals who are fully committed to the successful completion of assignments under this contract.

Our firm has over 60-years of experience providing a wide range of support services to local government agencies throughout Southern California and the Western United States, including all services being requested by the City. Because we focus solely on the needs of the public sector, we have a perspective on public agency issues that is unique among private consulting firms.

We believe there are several reasons why Willdan is uniquely qualified to undertake this important assignment for the City of South Gate:

Knowledge of the City – Willdan's knowledge of the City of South Gate and our experience in providing a wide range of services to the City for the past 25 years, will enable us to initiate work quickly and to respond appropriately to issues that arise during the course of this contract. We currently provide construction management and inspection services, planning and staff augmentation, building and safety services, on-call traffic engineering services, general engineering services, design engineering and special district services to the City of South Gate. For this reason, *we have an established working relationship with City staff and a familiarity with City procedures and requirements*.

60-Year Track Record – Willdan has extensive experience providing a complete range of engineering services to local agencies on an "as-needed" basis and for specific projects. The firm's capabilities encompass streets and highways, drainage, water/wastewater, signals, traffic programs, bridges and structures, landscaping, and mapping. We provide professional services in all phases of project development, including site analysis and conceptual development; preliminary and final design; and

construction management and inspection. Our services also include environmental planning and facility financing, and we employ state-of-the-art computer-aided design. We have direct experience with county, state, and federal processes, regulations, and requirements.

Close Proximity to the City – Willdan's Los Angeles office is just 15 miles from the City of South Gate.

Extensive Resources – Willdan's over 1,600 employees are available to meet the City's current needs and to provide a quick response in times of heavy workloads, emergencies, and disasters, such as earthquakes and flooding.

Experienced Staff – Willdan's comprehensive engineering, construction management, and staff augmentation services take projects from inception to completion. We will assign appropriately trained and highly qualified individuals to each project. Our staff has extensive experience in providing professional services for a large facet of engineering disciplines, which we provide in-house to our clients. Public contact positions will be generally filled with staff members who are bilingual in English and Spanish.

Grant Writing and Management – Willdan has assisted in obtaining outside funding totaling over $455 million for our client cities over the past 25 years. The company has currently and previously served several Gateway Cities, including Bell, Bell Gardens, Paramount, Lakewood, South Gate, Cudahy, Hawaiian Gardens, Long Beach, Lynwood, Pico Rivera, and Signal Hill. Our provision of municipal engineering services has included identifying issues and available funding and advocating projects of specific interest to client Gateway Cities.

This SOQ is valid for a period of one-hundred and twenty (120) calendar days.

The Willdan Los Angeles Regional Office and project office for this contract is located at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, California 91746-3497. Phone: (562) 908-6200 / Fax: (562) 695-2120.

Mr. Adel Freij, PE, is the Director of City Engineering and is an authorized Executive of the Company. He will have overall responsibility as Principal-in-Charge for the services provided to the City of South Gate. We appreciate the opportunity to submit this As-Needed Professional Engineering Services SOQ to the City of South Gate and look forward to working with you. If there are any questions, please contact Mr. Freij at (562) 760-7752 or email afreij@willdan.com.

Respectfully submitted,
WILLDAN ENGINEERING

Adel Freij, PE
Director of City Engineering



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Welcome to
SOUTH GATE
POP 98,000



Executive Summary

Willdan has served as a full-service, multidisciplinary firm specializing in municipal engineering and planning services along with a full complement of support disciplines necessary for a sustainable project. Our services and in-house support disciplines encompass traffic, civil, structural, geotechnical, right-of-way, city, and special district engineering; urban and regional planning; program/construction management and inspection; plan, study, and report review; building safety; drainage and flood control; mapping; and other appurtenant services such as GIS, utility coordination and relocation, and landscape architecture.

With this depth of experience, expertise, knowledge, and resources, Willdan offers comprehensive solutions that are timely, cost effective, and tailored to meet the needs of individual communities. Our understanding of public agency challenges and needs is what makes Willdan unique.

Willdan is experienced with all the identified services outlined in the City's RFQ and is prepared to meet all of the conditions specified. Willdan is well qualified to provide the requested services to the City of South Gate.

Engineering

- City Engineering
- Contract Staff Augmentation
- NPDES/TMDL Compliance and Admin
- Assessment Engineering
- Grant Funding Acquisition/Admin
- Pavement Management
- Landscape Architecture
- Planning/EIR Study
- Building and Safety
- Forensic Geotechnical Investigation
- Geotechnical/Foundation Engineering
- Civil Design
- Public Works Observation
- Program/Construction Management
- Land Development Plan Review
- Program/Project Management
- Survey/Mapping/GIS/ROW Engineering
- Structural Design
- Traffic Engineering & Transportation Design
- Water/Wastewater/Stormwater Design
- Materials Testing and Special Inspection
- Geology and Seismic Hazard Analysis

Financial Services

- Assessment District Administration
- Cost Allocation/ Study
- Development Fee Study
- Fiscal Impact Analysis
- Utility Rate Analysis
- Arbitrage/Rebate

Resource Solutions

- Environmental Assessment/Audit
- Munitions Investigation
- Soil/Groundwater Investigation

Energy Solutions

- Demand Side Energy Management
- Energy Efficiency
- Renewable Resources/Sustainability
- Water Conservation

Willdan Staff of Experts

- Municipal Engineering and Management
- Highway and Freeway Engineering
- Building Safety Services
- Environmental Planning
- Geotechnical/Geological Engineering
- Assessment Engineering
- Computer-Aided Analysis and Design
- Geographical Information System (GIS)
- Program and Construction Management
- Construction Inspection and Support
- Traffic and Transportation
- Water and Wastewater
- Urban and Regional Planning
- Drainage and Flood Control
- Water Quality Management
- Structural Engineering
- Right of Way Engineering
- Landscape Architecture

City of South Gate Experience

Willdan has been providing engineering services to the City of South Gate since 1999. We are currently providing Staff Augmentation for project management, providing project managers and senior engineers to manage and implant the City's CIP projects. We are also providing on-call traffic engineering, code enforcement services, construction management and inspection, and design engineering services. Our experience with the City shows our knowledge of the City's municipal codes, standard plans, and regulations.

Welcome to
SOUTH GATE
POP 98,000



General Company Information

About Willdan

Firm:	**Willdan Engineering**	
Address:	**Corporate Address:** 2401 E. Katella Avenue #300 Anaheim, CA 92806 (714) 940-6300	**Local Address:** 13191 Crossroads Parkway North, #405 Industry, CA 91746 (562) 908-6200
Organization:	Corporation - 1964	

Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in building safety, municipal engineering, planning, and construction management and inspection services along with a full complement of support disciplines.

About Willdan

Willdan is a leading, nationwide provider of professional and consulting services.

We have worked with nearly 90% of California's cities and counties to deliver 13,000+ projects, serving over 3,400 clients.

Willdan's corporate-wide staffing resources have grown from 637 in 2014 to over 1,600 employees in 56+ offices nationwide. Our corporate headquarters is located at 2401 East Katella Avenue, Suite 300 in Anaheim, California. Our City of Industry office will be the primary office for execution of this service; however, technical staff may be pulled from any office as needed. The firm's size and organization enable staff to efficiently communicate individual project challenges and goals companywide, thus capitalizing on all Willdan's resources to deliver the highest quality and most cost-effective product. Location information for all our offices can be found on our website.

Financial Stability

Throughout our 60 years in business, Willdan has maintained a strong balance sheet with the financial and staffing resources to perform and complete all contractual obligations. We have continued to grow to better serve our clients by offering an expanding range of municipal services. Financial information, including information on revenue, earnings, and cash flow, is issued quarterly, and can be found at www.willdan.com. There are no pending conditions such as bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand dollars ($25,000) for or against the firm; planned office closure, impending merger, etc., that would impede Willdan's ability to provide on-call engineering and professional consulting services.



Corporate Mission and Philosophy

From Day 1, Willdan has maintained a business strategy focused on providing services to only public agencies. Today, 98 percent of our business is with public agencies. This strategy prevents potential conflicts of interest with private enterprises conducting business with our public agency clients or within



their jurisdiction. Willdan infuses our corporate culture of Customer-First throughout our entire staffing resources and all services provided.

Extension of Staff

Willdan has provided a full spectrum of professional engineering services that includes design engineering, city and traffic engineering, planning, transportation, building and safety, and construction management and inspection services to over 300 agencies, including jurisdictions, tribal communities, cities, and counties. We have highly trained, experienced staff to complete or enhance local agency staffing and meet their staffing requirements for permanent and/or interim staff on a full- or part-time basis. With over 75 licensed professional and technical personnel, Willdan offers dedicated, qualified staff with many of our skilled staff holding municipal positions prior to joining Willdan. Their specialized experience provides jurisdictions throughout California with efficient, cost-effective staffing assistance to maintain or expand departmental services and capabilities.

On-Call / As-Needed Contract Expertise

As-needed/on-call engineering services are Willdan's foundation. Our staff includes former public agency or contract agency staff. Therefore, we understand the importance and purpose of as-needed contracts and are very familiar with the processes and procedures for such services. Within the last seven years, Willdan has completed projects and task orders for more than 300 as-needed/ on-call contracts. This experience and the relevant experience of our dedicated and available key personnel are what best suits Willdan to provide the City with as-needed services. Our history of working with as-needed contracts has prepared our staff well to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen, and to deliver a product our clients envision and embrace.



Our history of working with on-call contracts has prepared our staff to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and to deliver an end product our clients envision and embrace.

We begin our approach to this work by adhering to these basic principles:

- Approach each project with a spirit of resourcefulness and excellence
- Maintain high standards of technical quality
- Seek appropriate solutions that fit the project
- Conduct business with truthfulness and high ethical standards

Willdan also understands the unique aspect of working under an on-call contract. Success in working with this type of contract is dependent upon understanding a variety of elements that may be encountered, such as.

- Short project durations and minimal lead times for assignments.
- In some cases, flexible service assignments will be used to complete project tasks already started by agency staff. The need to understand the work-to-date and coordinate completion activities is important.



- Assignment of specific Willdan staff selected by the client may be requested. Availability of our staff to the work assignment as it develops is often critical to moving that project forward.
- The need for a consistent, organized project management approach due to the potentially large numbers of projects that may be in process.
- Special attention to quality assurance and quality control is particularly important. Shorter projects may not have the numerous interim review steps often associated with a project-specific contract.
- Project assignments can be relatively small; therefore, efficient use of resources is critical.

Engineering, Architectural Design and Staff Augmentation Services

Civil Engineering



Willdan's highly trained and experienced civil engineering staff is supported by technical experts in various disciplines throughout the company. As a result, Willdan offers a range of expertise that only a large firm can provide. Willdan's civil design expertise includes transportation engineering; hydrology, drainage, flood control, and water/wastewater engineering. The firm's team of engineering professionals combines practical knowledge and technical expertise to develop solutions that are unique and customized to each need. With an extensive staff that includes civil, structural, traffic, and bridge engineers, Willdan has designed numerous types of transportation facilities, has managed transportation projects from initial project analysis through final design and construction, and has prepared pavement investigation design reports, pavement failure investigation reports, and pavement management system reports.

Drainage Design/Studies



Willdan has expertise in all aspects of drainage and flood control – ranging from local and regional improvements to hydraulic and sediment transport analyses of major rivers. Quality engineering solutions in drainage and stormwater management have been one of the primary elements of Willdan's municipal and public works experience. Willdan has prepared many watershed and floodway studies, completed flood control and drainage engineering projects, and performed design and construction inspection services. Our stormwater experts perform designs for major flood control improvements, large earthen dams for debris control, peak flow reduction facilities, and storm drain improvements. Our team assists federal, state, and local agencies and regional jurisdictions by providing ongoing flood control engineering services. Our facilities include an extensive library of computer applications for design, analysis, and modeling of drainage and flood control systems. The applications provide compatibility with the U.S. Army Corps of Engineers, along with state and local agencies.

Water Resources Design Services



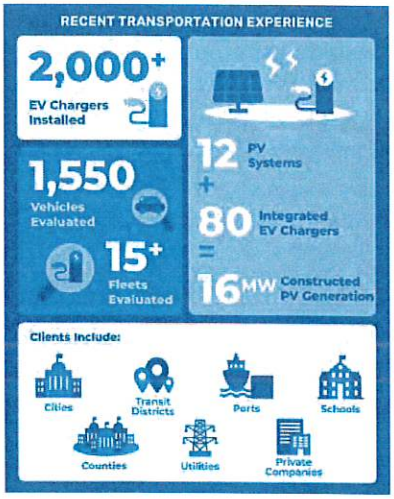
Willdan incorporates hydrology and hydraulic services into our design services to mitigate hazards caused by flooding events and to assist our clients with Federal Emergency Management Agency criteria floodplain mapping certifications and re-certifications. Our hydrology analyses identify characteristics of watersheds and water sources such as precipitation, snowmelt, riverways, etc. and quantify the watershed flow rates. Hydraulic analysis, water flow force, velocity, and depth are calculated and determined. Through these two processes, Willdan's

team utilizes geologic, geographic information system, and topographic mapping and data, hydraulic modeling software, and other technological resources to establish peak discharge, flood frequency, channel and flood control paths, sediment transport, bridge foundation stability, and retention and detention basin capacities. Willdan completed the City's Sewer System Management Plan Update and prepared plans to upsize several of the Cities water mains.

Landscape Architecture

Willdan's landscape architecture services entail planning, design, management, and nurturing of built and natural environments. Our landscape architects are well versed in planning, designing, and improving built and natural environments that can be enjoyed by whole communities. Our designs incorporate art, environment, engineering, architecture, and sociology for improvements such as parks/playgrounds, school/college campuses, neighbor and commercial streets, major thoroughfares and arterial roads, trails and paths, civic buildings such as community centers and city halls, commercial centers, habitat and vegetation restoration, and other projects that strengthen the community and the surrounding environments. With their combined experience in almost 70 major parks, mostly in California, our landscape architects offer an essential array of services and expertise that adds long-term value to projects and communities.

Traffic and Transportation Engineering



Willdan 's traffic engineering experience and expertise covers all facets of traffic engineering and planning, including city traffic engineering, traffic analysis, design, and management. In addition to our proven expertise in traditional design services such as signing, striping, and traffic signal and street lighting design, our traffic engineers are skilled in sophisticated computer-based applications such as arterial corridor and network signal coordination studies. They are proficient in traffic impact analysis and evaluation of transportation systems management, transportation demand management, and intelligent transportation systems strategies. Willdan's traffic engineers are experts in conducting traffic surveys and data collection, investigating motorist and vehicle characteristics, identifying, and making recommendations on traffic safety and utilizing traffic laws and enforcement to determine traffic signal timing, and evaluating highway operations. Willdan prepares traffic engineering designs to warn, regulate, and guide traffic. We develop geometric design and channelization, traffic signal and street lighting plans, parking lot designs, and traffic control plans.

Traffic Design/Studies

Willdan's traffic engineering experience and expertise covers all facets of traffic engineering and planning, including city traffic engineering, traffic analysis, design, and management. In addition to our proven expertise in traditional design services such as signing, striping, and traffic signal and street lighting design, our traffic engineers are skilled in sophisticated computer-based applications such as arterial corridor and network signal coordination studies. They are proficient in traffic

impact analysis and evaluation of transportation systems management, transportation demand management, and intelligent transportation systems strategies.

Willdan's traffic engineers are experts in conducting traffic surveys and data collection, investigating motorist and vehicle characteristics, identifying, and recommending traffic safety and utilizing traffic laws and enforcement to determine traffic signal timing, and evaluating highway operations. Our traffic design team prepares traffic engineering designs to warn, regulate, and guide traffic and develop geometric design and channelization, traffic signal and street lighting plans and electrical design, parking lot designs, and traffic control/detour plans. They routinely lend their expertise for studies, reports, and designs for other improvements such as neighborhood traffic management/traffic calming, traffic impacts, school area and pedestrian safety, crosswalk visibility enhancements, traffic impact fees, local road safety plans and safe routes to school, signal timing, and traffic circulation for local and federally funded projects.

Survey, Mapping and Right-of-Way Engineering



Willdan provides a wide range of surveying, mapping, and right-of-way engineering services for major transportation improvements, street widenings, sewer and water improvements, urban redevelopment, final and parcel maps, and easement descriptions. Field services provided by Willdan include boundary surveys and/or research, topographic base mapping, right-of-way easement stakeout, construction staking, site surveys, ALTA survey, control survey, easements and legal description, Geographic Information System (GIS), aerial mapping, design survey, title report review and GPS.

Willdan provides subdivision map and engineering plan review services. These services include preparing and/or reviewing annexation documents, easement documents, lot line adjustments, parcel and tract maps, dedications, and vacations, along with ensuring compliance with standards. Willdan's survey and mapping services are provided to numerous cities and counties through teaming arrangements with local surveyors. These services include design survey and construction staking, monument restoration, boundary survey, right-of-way engineering, and ensuring maps and documents are drawn to applicable standards.

Geotechnical Engineering and Material Testing



Willdan provides a full gamut of geotechnical studies, engineering geology, and materials testing and inspection, including subsurface exploration, geologic and seismic hazard assessment, soil testing, engineering and pavement analyses and designs, construction support (soils and materials testing and inspection), slope stability and settlement analysis, earthquake and seismic hazard analysis, and other special studies. Over the years, Willdan has successfully assisted our clients in completing projects in the areas of geotechnical engineering, engineering geology, and materials testing and inspection. Willdan maintains a full-service soils and material testing laboratory. Our laboratory is certified by the California Department of Transportation, Division of State Architect, the City of Los Angles and AASHTO Materials Reference Laboratory (AMRL). We also participate in the AASHTO Materials Reference Laboratory (AMRL), Cement and Concrete Reference Laboratory (CCRL), and Caltrans Proficiency Programs.

Staff Support and Augmentation



Willdan was founded on the principle of providing staff augmentation services to our municipal clients—a principle that benefited our clients and enabled our growth and success. Willdan personnel serve as land surveyors, city and traffic engineers, building officials, plans examiners, inspectors, planning directors, case planners, public works directors, or project managers. Their backgrounds and experience serving as public agency staff and as contract staff through Willdan's extension of staff services, provide a clear understanding of challenges facing public agencies. Combining the strength of these personnel with experts nationwide, Willdan offers practical, timely, cost-effective solutions that meet community needs.

Construction Management and Inspection

Construction Management and Inspection



Willdan provides expertise in all areas of project and construction management, construction administration, construction inspection and observation, grant funding administration and compliance, labor, and DBE compliance, claims review and investigation, materials testing, and community relations. We specialize in partnering with clients to maintain good community relations with residents and businesses affected by construction. Willdan's corporate philosophy emphasizes strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and external resources.

Our resident engineers, construction managers, and construction inspectors offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity. These experienced team members identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of project plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the project manager and/or the contractor, along with constructive recommendations for solutions, so that costly delays and negative impacts to the public are avoided.

Labor Compliance Management and Oversight



Willdan has been providing federal labor compliance services for over 25 years. This experience has enabled our staff to develop an extremely efficient compliance management system – perfected through continual review and updates – that maximizes efficiency, minimizes cost, and provides our clients with a high level of comfort about project progress. Our staff members have extensive and varied experience with contract administration in general – where state law often has a bearing on contract compliance. In addition, our staff has undergone training to administer projects funded by a variety of state and federal sources, including California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Department of Energy (DOE), Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), and U.S. Department of Housing and Urban Development (HUD). Our staff members are

cognizant of the reporting requirements for these agencies and have been thoroughly trained in fraud prevention and detection.

Utility Coordination



Utility coordination – a critical path activity from design through construction – involves subsurface utility engineering, conflict analysis, communication, and cooperation with utility owners regarding project requirements, and construction observation or inspection of utility relocations. Successful coordination begins with early contact between individual utility owners and the project team. Willdan's utility coordination staff members routinely conduct discussions with agency staff and utility owners to ensure all stakeholders are aware of utility conflicts and assist with utility relocation. Our utility coordinators are knowledgeable in effectively identifying existing utilities, providing timely notification, and anticipating and resolving potential conflicts on plans and specifications. They are keenly aware that utility identification and location are crucial to project planning and development and are essential to saving time and money and keeping a project schedule on track. Our staff is adept at detailed identification and notification processes required for a myriad of project types.

Special Funds Administration and Grant Writing

Funding Administration



Willdan is thoroughly familiar with regulations pertaining to expenditures of federal, state, county, and local funds, including:

- Arterial Highway Rehabilitation Program (AHRP)
- Active Transportation Program (ATP)
- Highway Safety Improvement Program (HSIP)
- Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU)
- Community Development Block Grant (CDBG)
- Congestion Mitigation and Air Quality (CMQAQ)
- Transportation Development Act (TDA)
- Highway Bridge Program (HBP)
- Surface Transportation Program Local (STPL)
- Call for Projects
- Measure M, R and W
- Proposition A and C
- Proposition 42
- Proposition IB
- SBI
- State Gas Tax
- Urban Greening Grant
- Various other grant and funding sources

This knowledge is critical in executing projects funded by federal or state programs that have special permitting and reporting requirements. We have worked extensively for and with the CPUC, all Caltrans Districts, Caltrans Division of Structures, Regional Water Quality Control Boards, and the U.S. Army Corps of Engineers. We have processed numerous permits and approvals through FHWA, CPUC, FRA, CTC, CCC, CDFW, RWQCB, etc. We are familiar with funding, permitting, and procedural requirements of these agencies and have an excellent working relationship with the essential staff involved in local agency programs. Our contacts with personnel in these agencies enable us to facilitate permit processing and compliance when required.

Grant Writing – Local, State and Federal

Willdan offers expertise in funding sources to assist our clients with obtaining available funding for current and future capital improvement projects. Our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources. Willdan's staff members have prepared numerous funding and competitive grant applications for various client cities. The applications generally require extensive research to investigate facilities and existing conditions, soliciting support from local civic groups, and completing a detailed cost estimate for project implementation. Willdan offers expertise in grant writing and selecting winning projects. Our submittals have a greater than 50 percent award rate on competitive state and federal grants. In addition, Willdan's team possesses vast experience preparing and processing required Caltrans forms for local agencies, including state and federal funding forms, checklists, invoices, and reports of expenditures. Willdan has assisted local agencies at various project stages with state and federal funding, from the initiating request to final invoicing. Willdan team members maintain quality relations with Caltrans' District Local Assistance. Willdan offers expertise in grant writing and selecting winning projects. Willdan has an excellent track record in pursuing and securing state/federal funding. In HSIP Cycle 11, we submitted 14 applications and 13 were awarded for over $6.5 million, a 93% success rate. To date, we have been awarded a total of $100M+ in funding and have obtained $.5B for our clients!



Plan Review

Design Review Services

Willdan's proposed review team members provide plan, mapping, and study reviews for a full complement of development improvements for private development and public infrastructure. Our team offers highly qualified discipline specialists capable of reviewing civil and traffic engineering, environmental, geotechnical, landscape, and structural designs and reports for residential, industrial, and commercial developments; public buildings; recreational facilities; site grading; landscaping; transportation improvements; and utility, storm drain, and flood control facilities.

Willdan's capabilities in improvement plan reviews encompass street, drainage, sewer, and water plans; hydrology/hydraulic and preliminary drainage studies; FEMA requirements; and design for landscape and irrigation, bridges and structures, and park facilities – to name a few. Willdan provides traffic design plans reviews for land development projects such as traffic signals, signing and striping, street lighting, temporary traffic control and construction de-tours, electric vehicle charging stations, pedestrian and bicycle facilities, and circulation plans. Hydrology and hydraulic calculations are checked for accuracy to verify drainage plans are adequate for design runoff. Structural calculations, when submitted, are checked by our in-house engineers specializing in bridges, retaining walls, and other structural improvements.



Grading plans are checked against geotechnical recommendations. Utility offsite improvement plans prepared for other agencies are reviewed for conflict/consistency with established design guidelines. Street improvement plans are reviewed for ADA compliance. Willdan provides local area reviews for parcel and tract maps, lot line adjustments, certificates of compliance, vacations and dedications, and other survey documents. Our team routinely assists clients with parcel and tract maps; boundary, topographic, ALTA, and right-of-way surveys; boundary line adjustments; legal descriptions; and other survey services. Our team utilizes AutoCAD 3D, MicroStation, GIS, and other software to identify, analyze, and determine ownership line discrepancies, overlaps, or gaps. Willdan's plan check team members possess improvement plan check capabilities in street, sewer, ADA requirements, traffic, street lighting, striping, and erosion control and drainage plans. Our staff regularly attend seminars, affiliated organization events, and workshops to remain current with updated standards and regulations including ADA, National Pollutant Discharge Elimination System (NPDES), and Low Impact Development (LID).

Assessment District Engineering

Formation/Reapportionment

Willdan has consistently been at the forefront of innovative approaches to special district formation and administration in California. We pioneered many practices that are now considered industry standards by our competitors. In utilizing Willdan's broad range of experience amassed over the years from supervising the formation of special districts, our proposed methods and approaches provide an insight into the practical requirements of special assessment and tax implementation efforts, relevant legislation, and case law.

Assessment District Engineering

Assessment Districts
Construction Acquisition Auditing Services
Feasibility Study and Benefit Analysis
Fire Suppression Assessments
Landscaping and Lighting Districts
Property Owner-based Business Improvement Districts

As consultants who not only perform formation services but also public outreach, district administration, construction acquisition, delinquency management, disclosure, and arbitrage rebate calculations, Willdan is able to bring a long-term perspective to the challenges facing local agency financing.

Willdan will perform the necessary tasks to assist the City of South Gate with the formation of assessment districts as needed and provide support for the completion of the related noticing and balloting process. It is important to recognize that the 2008 California Supreme Court decision regarding special benefit assessments (Silicon Valley Taxpayers Association, Inc. v. the Santa Clara County Open Space Authority), as well as subsequent Appellate Court decisions regarding assessments (Town of Tiburon v. Bonander; Dahms v. Downtown Pomona Property; Beutz v. County of Riverside; and Golden Hill Neighborhood Association, Inc. v. City of San Diego) have a profound impact on how future assessments are structured, and must be carefully considered for establishing any new assessment being presented to property owners. Even a simple assessment for local improvements requires a more extensive evaluation of general benefit and support of the special benefits findings than may have been necessary in the past.

We will complete the necessary documentation for the formation of assessment districts, including: the Engineer's Report, necessary diagrams, notices, ballots, and if necessary, sample drafts of required resolutions. Likewise, we will work with the City to ensure that the noticing and balloting is conducted in

compliance with the provisions of the California Constitution, Article XIII D and applicable provisions of the California Government Code (Proposition 218 Omnibus Implementation Act).

Acquisition Project Oversight/Reimbursement

Willdan will review work, completed improvements and related documentation associated with acquisition projects within its Assessment Districts, from pre-design to construction completion. Acquisition Improvements must be built and paid for in accordance with an Acquisition Agreement ("Agreement") and will only be acquired upon completion, inspection, and acceptance by the City, and review of the payment request documentation submitted by the developer. Willdan will review and interpret the Agreement, which specifies the City's/developer's acquisition requirements, and provides procedural guidelines to which the developer must adhere, for the design and construction of Acquisition improvements. We will then gather copies of necessary documentation and verify that it demonstrates compliance with the procedures and guidelines outlined in the Agreement. Guiding principles of this Agreement generally include, but are not limited to the:

- Bidding and award of contracts,
- Inspection and acceptance of improvements,
- Amount of the purchase price,
- Eligible construction and incidental costs for acquisition,
- Preparation and filing of necessary documentation, and
- Procedures for the submittal and approval of payment requests.

Additional Services Available

Structural Engineering Services



Willdan provides complete structural engineering design, analysis, inspection, and evaluation of structural systems related to transportation-related infrastructure. Our experienced staff performs bridge advance planning studies and analyzes and designs bridges, sound walls, and retaining walls. They possess in-depth knowledge of all federal, state, and local criteria and methodologies for preparing project development documents, design, construction documents, and processing designs through Caltrans Local Assistance.

Electrical Engineering



Willdan completes engineering-intensive, detailed audits to develop to evaluate a facility's existing electrical conditions and develop customized solutions that address our clients' long-term needs. Willdan regularly completes ASHRAE Level II audits as part of our audits, providing the City with the conceptual scope details and cost estimates needed to make informed decisions to move into design phases. In the **last five years, Willdan completed 500+ ASHRAE Level II audits in California alone**.

Mechanical Engineering

Willdan's extensive in-house capabilities cover the full spectrum of technical support services for energy related projects, from initial identification and analysis through the creation of conceptual layouts, technical specifications, and full 100% design documents. Willdan's staff of energy engineers are extensively experienced with all the projects and service types and will work with the City staff to ensure that they receive the necessary mechanical, electrical, controls and civil engineering support. As necessary and as directed by the City, Willdan will leverage the design experience of our turnkey services division to develop the appropriate level of design documents, whether it is conceptual schematics, single-line diagrams, or 50%, 75% or stamped 100% designs.

GIS Services

Willdan has been providing Geographic Information Systems (GIS) services to public agencies for over 30 years. We perform GIS analyses of civil infrastructure for use in planning and design. We prepare base mapping for engineering design projects and convert them to CAD format for use in Autodesk Civil 3D and Microstation. We routinely convert CAD drawings to GIS format for analysis of sewers, storm drains, water distribution systems and other civil infrastructure. Willdan uses ArcGIS Desktop 10.8.2 Standard and Advanced licenses, ArcGIS Pro 2.9.3, the ArcGIS Spatial Analyst Extension, 3D Analyst Extension, and ArcGIS Online. We also use Autodesk Civil 3D 2021 and Bentley Microstation V8i.

Environmental Documentation Services

Willdan has a prolific history of providing environmental planning services to cities and counties throughout California. Willdan's planners prepare all necessary environmental documentation, as required by CEQA and/or NEPA, for public and private projects. Entitlements include, but are not limited to, general plan amendments, code amendment, rezones, tentative subdivision maps, conditional use permits, design reviews, and specific plans. We have the capability, experience, and expertise to prepare NEPA environmental documents for projects that are federally funded, implementing federal oversight NEPA guidelines, such as the Preliminary Environmental Studies form required by Caltrans Local Assistance, statutory worksheets, and environmental assessments/findings of no significant impacts for projects funded through Department of Housing and Urban Development, Community Development Block Grant, and HOME Investment Partnerships programs. Willdan can assist the county file notices with the County clerk and the State clearinghouse. Environmental documents prepared by Willdan's planners is broad and includes initial studies, negative/mitigated negative declarations, and NEPA/CEQA documents such as environmental impact reports, categorical exclusions, environmental assessments/findings of no significant impacts, and environmental impact statements.

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Staff Qualifications

Willdan Engineering provides services to perform, facilitate and oversee project design, coordinate with public and private utilities, cities, and agencies, assist with bidding and submittal review, and complete as-constructed record drawings related to CIP projects. In line with these services, the firm performs necessary design, surveys, studies, investigations, and other relevant services to deliver a complete design package to our clients.

Willdan is completely committed to providing the staffing and resources required to complete projects under this as-needed contract on schedule and with high quality. To ensure we meet this commitment, we prepare labor projections for all projects. Projections are made for each individual project and aggregated to produce office-wide labor needs and to identify shortages or surplus. Labor planning for this contract will be done on an individualized basis. The project manager will identify the staff required to complete each awarded project and calculate the hours for each team member. This will be entered into our project staffing requirements on a weekly basis. Because resources are often shared within or among divisions, our project managers are involved in staff workload projections.

Willdan's key personnel will be available to the extent proposed for the duration of each assignment. No key personnel shall be removed or replaced without the prior written concurrence of the City.

Willdan is well prepared to successfully provide on-call professional engineering services to the City of Lawndale. The services described in our proposal will be provided by our in-house staff and we do not anticipate the use of any subconsultants at this time. Over the past 60 years, we have provided on-call design and engineering services to many Los Angeles County agencies and throughout the State of California – including the Cities of Bell, Cudahy, Inglewood, La Puente, Lakewood, Paramount, Pico Rivera, Rolling Hills Estates, San Fernando, South Gate, Westlake Village, and many others. In addition to our local staff, we can call upon in-house resources from our other offices to provide any additional coverage the City may need.

Project Management Team

Willdan's Project Management Team are licensed professional engineers in the State of California with 40+ years of relevant experience in roadway design, traffic signal design, drainage and grading design, and the preparation of plans and specifications for public works projects for local Los Angeles County agencies based on the Standard Specifications for Public Works Construction (Greenbook). They have a clear understanding of project scheduling, including critical path methodology relating to interagency and interdepartmental coordination.

Adel Freij, PE, Director of City Engineering Services, will serve as Principal-in-Charge. He will be responsible for assembling a customized, project specific team on a project-by-project basis. Only individuals who possess the required experience and capabilities for a particular project will be assigned. In addition, Mr. Freij will ensure the availability and mobilization of all resources required for each assignment. He is an accomplished manager in assisting clients to serve their constituents, with temporary, as-needed assistance or long-term assignments. Mr. Freij provides innovative solutions in engineering and construction management services for large-scale multi-discipline public works projects, working



diligently to meet clients' budgets and schedules. His areas of expertise include Capital Improvement Program (CIP) implementation, annual budget preparation, funding and grant administration, Stormwater and National Pollutant Discharge Elimination System (NPDES) guidelines, and Americans with Disabilities Act (ADA) requirements. Mr. Freij is a proficient negotiator and collaborator with well-developed decision-making and organization skills.

Project Manager

Tyrone Peter, PE

Director of Engineering
13191 Crossroads Parkway North
Suite 405
Industry, CA 91746
P: (657) 223-8557 ext. 1457
F: (562) 695-220
tpeter@willdna.com

Tyrone Peter, PE, Director of Engineering, will serve as **Project Manager**. He has provided leadership on over 300 complex multidiscipline, multiagency infrastructure improvement projects in California, as engineering project manager, civil engineering task manager, and supervising engineer. An 18-year veteran of the design engineering field, he has acquired comprehensive public works experience, including project management, design, and construction support of civil infrastructure, traffic, reconstruction, rehabilitation, landscape architecture, utility relocation, ADA, drainage, and wastewater projects.

Proposed Team

Proposed Team	Role	Credentials
Key Staff		
Tyrone Peter, PE *Director of Engineering*	Project Manager	▪ Civil Engineer, California No. 81888 ▪ 18 Years of Experience
Adel Freij, PE *Director of City Engineering*	Principal-in-Charge and Quality Assurance Manager	▪ Civil Engineer, California No. 55564 ▪ 35 Years of Experience
Rafael Casillas, PE *Project Manager IV*	Civil Engineering Lead	▪ Civil Engineer, California No. 68234 ▪ 36 Years of Experience
Jeffrey Lau, PE, TE, ENV SP *Deputy Director Engineering*	Traffic Engineering Lead	▪ Traffic Engineer, California No. 2835 ▪ Civil Engineer, California No. 83887 ▪ Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 45376 ▪ 20 Years of Experience
John Hidalgo, RLA *Principal Project Manager*	Landscaping Architect Lead	▪ Landscape Architect, California No. 3551 ▪ Licensed Contractor, California C-27 No. 713613 ▪ 33 Years of Experience
Jocelyn Limas, PLS *Supv. Survey/Mapping*	Survey/Mapping Lead	▪ Land Surveyor, California No. 9596 ▪ Remote Pilot License, Federal Aviation Administration No. 4080288 ▪ 20 Years of Experience
Michael Bustos, PE, ENV SP *Deputy Director of Construction Management and Inspection*	Construction Management and Inspection Lead	▪ Civil Engineer, California No. 73173 ▪ Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 2696 ▪ 23 Years of Experience
Chien- Chang Chen, PhD, PE, GE *Supervising Engineer*	Geotechnical Engineering Lead	▪ Geotechnical Engineer, California No. 3183 ▪ Civil Engineer, California No. 63238 ▪ 25 Years of Experience



Proposed Team	Role	Credentials
Key Staff		
Jane Freij *Labor Compliance Manager*	Federal Labor Compliance Lead	▪ BA, Linguistics, University of Kansas, Lawrence, KS ▪ Attorney Assistant Training Program, Litigation/ Corporations, University of California, Los Angeles, CA ▪ 30 Years of Experience
Lani Alfonso, PE *City Engineer*	Funding Administration Lead	▪ Civil Engineer, California No. 56397 ▪ 32 Years of Experience
Salvador Lopez Jr. *Director of Planning*	Environmental Lead	▪ BS, Urban & Regional Planning ▪ 24 Years of Experience
Jim McGuire *Principal Consultant*	Assessment District Engineering Lead	▪ BS, University of California, Irvine ▪ Special District Annexations, Formations, and Administration Expertise ▪ 32 Years of Experience

Proposed Team	Role	Credentials
Technical Staff		
Ron Stein, PE, ENV SP	Civil Engineering	▪ Civil Engineer, California No. 86877 ▪ ENV SP, Institute for Sustainable Infrastructure No. 56028 ▪ 12 Years of Experience
Camryn Lopez, EIT	Civil Engineering	▪ Engineer-in-Training, California No. 171555 ▪ 4 Years of Experience
Randy Shadowen	Civil Engineering	▪ 27 Years of Experience
Chris Kelley, PE, QSD/P	Civil Engineering	▪ Civil Engineer, California No. 83179 ▪ Qualified SWPPP Developer and Practitioner, No. 25874 ▪ 18 Years of Experience
Bernardo Reyes	Civil Engineering	▪ 23 Years of Experience
Chris Stone	Civil Engineering	▪ Civil Engineer, Nevada No. 12379 ▪ Civil Engineer, Arizona, No. 55200 ▪ Certified Floodplain Manager, Association of State Floodplain Managers No. US-16-08884 ▪ 30 Years of Experience
Matthew Crim, PE, EN VSP	Civil Engineering	▪ Civil Engineer, California No. 94393 ▪ Envision Sustainability Professional, Institute for Sustainable Infrastructure (ENV SP) No. 45380 ▪ 19 Years of Experience
Elias Saikaly, PE	Staff Augmentation	▪ Civil Engineer, California No. C68226 ▪ 28 Years of Experience
Charles Herbertson, PE, PLS	Staff Augmentation	▪ Civil Engineer, California No. C 46658 ▪ Professional Land Surveyor, California No. L 6794 ▪ 37 Years of Experience
William Galvez, PE	Staff Augmentation	▪ Civil Engineer, California No. C051505 ▪ 35 Years of Experience
Ana Ananda, PE	Staff Augmentation	▪ Civil Engineer, California No. 44287 ▪ Water Treatment Plant Operator Grade 4 ▪ Water Distribution System Operator Grade 5 ▪ Sewer Collection System Operator Grade 4 ▪ 35 Years of Experience
Farhad Iranitalab, PE, TE	Traffic Engineering	▪ Civil Engineer, California No. 33142 ▪ Traffic Engineer, California No. 1695 ▪ 41 Years of Experience



Proposed Team	Role	Credentials
Technical Staff		
Nicolle Spann, PE, TE	Traffic Engineering	▪ Traffic Engineer, California No. 2933 ▪ Civil Engineer, California No. 91787 ▪ 9 Years of Experience
Kevin Custado, EIT ENV SP	Traffic Engineering	▪ Engineer-in-Training, California No. 153964 ▪ Envision Sustainability Professional No. 45402 ▪ 9 Years of Experience
Robert Burch	Traffic Engineering	▪ 31 Years of Experience
Emilio J. Murga, EIT	Traffic Engineering	▪ Engineering-in-Training, California No. 162881 ▪ 7 Years of Experience
Minh Phan, TE	Traffic Engineering	▪ Traffic Engineer, California No. 2219 ▪ 25 Years of Experience
Reggie Greene	Traffic Engineering	▪ Doppler Traffic Radar Operation ▪ 25 Years of Experience
Bryan Cruz, ENV SP	Traffic Engineering	▪ Envision Sustainability Professional No. 45531 ▪ 4 Years of Experience
Miguel Obregon, EIT, ENV SP	Traffic Engineering	▪ Engineer-in-Training, CA No. 153964 ▪ Envision Sustainability Professional No. 45742 ▪ 4 Years of Experience
Maryanne Truong, EIT, ENV SP	Traffic Engineering	▪ Engineer-in-Training, California No. 178108 ▪ Envision Sustainability Professional No. 45543 ▪ 6 Years of Experience
Wes Pringle, PE	Traffic Engineering	▪ Civil Engineer, California No. 56856 ▪ Certified Building Plans Examiner, California No. 10072182 ▪ Transportation Engineer, City of Los Angeles Department of Transportation ▪ 33 Years of Experience
Bryan Nguyen, RLA	Landscape Architecture	▪ Landscape Architect, California No. 4967 ▪ 26 Years of Experience
Carlos Espinoza, RLA	Landscape Architecture	▪ Landscape Architect, California No. 6534 ▪ 22 Years of Experience
Juan Vergara	Landscape Architecture	▪ Contractors State License Board No. 1083637 ▪ Landscaping Contractor/Tree Service Contractor C-27 / C-61 / D-49 ▪ 11 Years of Experience
David Knell, PLS	Survey/Mapping	▪ Land Surveyor, California No. 5301 ▪ 42 Years of Experience
David Krommenhoek, PLS	Survey/Mapping	▪ Land Surveyor, California No. 9455 ▪ 40 Years of Experience
Susy Barrientos	Survey/Mapping	▪ 24 Years of Experience
Saul Martinez, EIT, QSP, CESSWI	Construction Management and Inspection	▪ Engineer-in-Training, California No. 112670 ▪ Qualified SWPPP Practitioner #20960 ▪ Certified Erosion Sediment and Storm Water Inspector ▪ 26 Years of Experience
Matthew Villegas	Construction Management and Inspection	▪ BS, Psychology ▪ 11 Years of Experience
Heleo Espinoza	Construction Management and Inspection	▪ State Certified in Water Treatment (1) ▪ State Certified in Water Distribution (2) ▪ Member of Municipal Superintendents Association (MSA) ▪ 42 Years of Experience

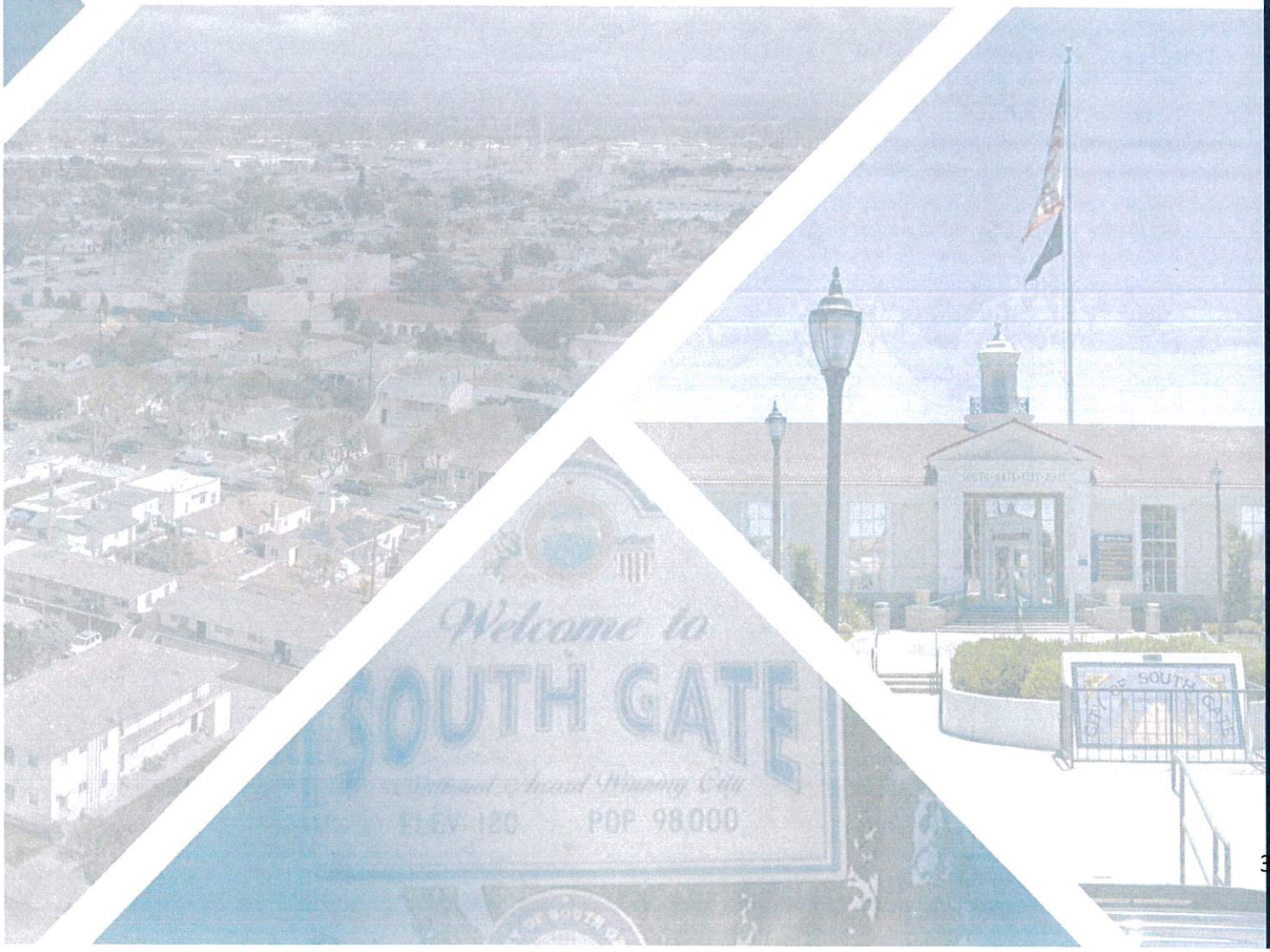


Proposed Team	Role	Credentials
Technical Staff		
Amy Rodriguez	Construction Management and Inspection	▪ CA Commercial Building Inspector #8388232 ▪ LA City Reinforced Concrete #P040305 ▪ LA City Drills and Anchors #P040305 ▪ LA County Reinforced Concrete #01989 ▪ ICC Reinforced Concrete #8388232 ▪ ICC Reinforced Masonry #8388232 ▪ ICC Fireproofing #8388232 ▪ ACI Field Grade 1 Testing Technician #01344529 ▪ DSA Shotcrete #6200 (elapsed 10/22) ▪ Peace and Conflict Resolution Certificate ▪ 8 Years of Experience
Victor Ayala	Construction Management and Inspection	▪ Contractor, California No. C-10 ▪ 46 Years of Experience
Manny Trujillo	Construction Management and Inspection	▪ State of California Water Control Board Grade 3 Water Treatment Operator ▪ State of California Water Control Board Grade 3 Water Distribution Operator ▪ Certified in Water Sampling Techniques ▪ 32 Years of Experience
Simon Hernandez	Construction Management and Inspection	▪ E-Rail certified ▪ Roadway Workers certified ▪ CIC certified ▪ Fall protection certified and trained ▪ American Construction Inspectors Association: Rubberized Asphalt Plant Inspection ▪ Certification in Safety on Job Sites ▪ OSHA Certifications: Trenching and Excavations ▪ First Aid and CPR Certified ▪ Competent Person Certified ▪ Traffic Control for Safer Work Zones Certification ▪ 27 Years of Experience
Brent Jablonowski	Construction Management and Inspection	▪ Certified Master of Special Inspections ▪ ACI Field Grade 1 Technician ▪ Uniform Building Code (UBC) Building Inspector ▪ Title 24 Masonry Special Inspector ▪ Division of the State Architect (DSA) Special Inspector ▪ 23 Years of Experience
Joseph Ritchey	Geotechnical and Material Testing	▪ Certified Special Inspector, Structural Masonry, International Code Council ▪ Certified Special Inspector, Structural Masonry, IBC ▪ Structural Masonry, DSA ▪ Assistant Inspector-of-Record, DSA ▪ 47 Years of Experience
Ramon Calbay	Geotechnical and Material Testing	▪ Soils Laboratory Testing Certification, Caltrans ▪ Construction Management, Inspection & Testing, for Transportation Projects, Caltrans Sponsored Certification Program ▪ Nuclear Gauge Operator, CPN International, Inc. ▪ Certified Soil Technician, California Geotechnical Engineers Association ▪ 45 Years of Experience



Proposed Team	Role	Credentials
Technical Staff		
Amanda Perez	Federal Labor Compliance	▪ Certificate of Achievement, Business Management I-III ▪ Certificate of Achievement, Human Resources Management I-III ▪ Certificate of Achievement, International Business I ▪ 14 Years of Experience
Brian Moss, REHS	Funding Administration	▪ Registered Environmental Health Specialist ▪ 32 Years of Experience
Christine Kudija, JD, AICP	Environmental	▪ Certified Planner, American Institute of Certified Planners No. 085436 ▪ Attorney, California State Bar No. 222337 ▪ 36 Years of Experience
Chad Brown	Environmental	▪ Master in Urban and Regional Planning ▪ 8 Years of Experience
Christopher Minniti, AICP, LEED	Environmental	▪ LEED Green Associate ▪ AICP Candidate ▪ 14 Years of Experience
Stacee Reynolds, MS	Assessment District Engineering	▪ California Society of Municipal Finance Officers ▪ Municipal Management Association of Southern California ▪ 26 Years of Experience
Joanie Reynolds	Assessment District Engineering	▪ BS, Marketing, ▪ 10 Years of Experience
Helen Jones	Assessment District Engineering	▪ Certified Fraud Examiner ▪ 14 Years of Experience

Resumes for our proposed team are included in the Appendix per the City's RFQ.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References

Willdan is providing the following five (5) references that can support our ability to provide the requested services.

As-Needed Engineering Services

Client	Contact	Dates
City of Paramount	Adriana Figueroa Director of Public Works (562) 220-2020, afigueroa@paramountcity.com	1978 – Present

Services Provided

- *City Engineering*
- *Civil Engineering*
- *Project Management*
- *Traffic Engineering*
- *Water Engineering*
- *Public Works Permits/Inspection*
- *Development Review*
- *CIP and Facilities Design/Inspection*
- *CDBG Administration*
- *Grant Writing and Funding Administration*
- *NPDES*
- *Geotechnical Engineering*
- *Survey*
- *Landscape Architecture*
- *Construction Management*
- *Right-of-Way Engineering*
- *Map Plan Check*
- *Environmental Planning*
- *Utility Investigation and Locating*
- *Landscape Architecture*
- *Geographic Information System (GIS)*
- *Labor Compliance*

Willdan has provided general engineering services to the City of Paramount for over 40 years and presently serves as City Engineer and City Water Engineer. In addition to providing extension of staff services, Willdan has provided traffic engineering, assessment engineering and district formation, public works permits/inspection, development review, CIP design and construction management/inspection, CDBG administration, grant writing, and NPDES services. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding source and availability consultation; citizens' request and complaint investigations/resolutions; development impact studies; plan checking; City staff, commissions, and council report preparation; staff, commissions, and council meeting attendance and participation; and City department coordination to implement desired City improvements and updates.





As-Needed Engineering Services

Client	Contact	Dates
City of Bell	Javier Ochiqui Contract and Facilities Manager (323) 588-6211 jochiqui@cityofbell.org	2017 – Present

Services Provided

- *City Engineering*
- *Civil Engineering*
- *Traffic Engineering*
- *Grant Writing and Funding Administration*
- *Development Review*
- *Public Works Permits/Inspection*
- *Construction Management and Inspection*
- *Geotechnical Engineering*
- *Survey*
- *Landscape Architecture*
- *Labor Compliance*
- *Stormwater/NPDES*
- *Project Management*
- *Water Engineering*
- *Development Review*
- *CIP and Facilities Design/Inspection*
- *CDBG Administration*
- *Right-of-Way Engineering*
- *Environmental Planning*
- *Utility Investigation and Locating*
- *Landscape Architecture*
- *Geographic Information System (GIS)*

Willdan is providing as-needed city and traffic engineering services. In addition to providing extension of staff services, Willdan provides engineering design, construction management and inspection, project management, development review, pavement engineering, funding administration, plan review, landscape architecture, surveying, and geotechnical engineering services throughout the city. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance; and City department coordination to implement desired improvements and updates.





As-Needed Engineering Services

Client	Contact	Dates
City of La Puente	John DiMario Development Services Director (626) 855-1517 jdimario@lapuente.org	2009 – Current

Services Provided

- *City Engineering*
- *Civil Engineering*
- *Traffic Engineering*
- *Grant Writing and Funding Administration*
- *Geotechnical Engineering*
- *Utility Investigation and Locating*
- *Survey*
- *Landscape Architecture*
- *Labor Compliance*
- *Construction Management and Inspection*
- *Planning*
- *Building and Safety*
- *Public Works Permits/Inspection*
- *Development Review*
- *Storm Water/Drainage/NPDES Program*
- *Subcontractor/Subconsultant Procurement and Management*
- *Environmental Engineering/Documentation*
- *CIP and Facilities Design/Inspection*
- *Right-of-Way Engineering*

Willdan is providing as-needed city and traffic engineering services to the City of La Puente. In addition to providing extension of staff services, Willdan provides engineering design, construction management, project management, development review, pavement engineering, funding administration, plan review, landscape architecture, surveying, and geotechnical engineering services throughout the city. These services encompass – but are not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance and participation; and City department coordination to implement desired City improvements and updates.

Willdan provides ongoing assistance with grant funding application preparation for state and federal programs such as HSIP, ATP, LRSP, and Safe Routes to School. Grant writing services entail researching grant opportunities; attending meetings; gathering data; reviewing City master, general, and regional plans; performing field investigations; preparing cross sections and alignment concepts; identifying and assessing right-of-way and environmental impacts; preparing engineering estimates; soliciting letters of support from stakeholders; and completing and submitting application forms. Willdan coordinates, prepares, and submits the necessary documentation to Caltrans and MTA to secure project authorizations and obligation of funds (E-76) for projects. Documentation involves state and federal funding forms, checklists, invoices, and reports of expenditures. For HSIP Cycles 6 and 8, Willdan prepared two (2) grant applications that were awarded $1.8 million for traffic signal improvements at 8 intersections along Amar Road and pedestrian crossing improvements at 8 locations citywide.



As-Needed Engineering Services

Client	Contact	Dates
City Lakewood	Max Withrow Assistant Director of Public Works/City Engineer (562) 866-9771 mwithrow@lakewoodcity.org	2008 – Current

Services Provided

- *Civil Engineering*
- *Traffic Engineering*
- *Pavement Engineering*
- *Drainage*
- *Landscape Architecture*
- *Engineering Design*
- *Survey*
- *Construction Management and Inspection*
- *Project Management*
- *Development Review*
- *Utility Investigation and Locating*
- *Grant Writing and Funding Administration*
- *Right-of-Way Engineering/Mapping*
- *Geotechnical Engineering*



Civil engineering, traffic engineering, pavement, drainage, landscape architecture, engineering design, construction management and inspection, project management, development review, pavement engineering, utility coordination, funding administration, survey/right-of-way engineering/mapping, and geotechnical engineering services. For over 20 years, Willdan has been providing general engineering services encompassing – but not limited to – study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance. One project under this contract – the Lakewood Boulevard Capacity Enhancement project – limits extend from Del Amo Boulevard to Lakewood's north city limits, approximately 1.5 miles. Lakewood Boulevard is a designated truck route that supports goods movements from the Ports of Long Beach and Los Angeles. The main objective of the project is to install a Class I bike path and sidewalk in the parkway area and to install minor roadway capacity enhancements on Lakewood Boulevard including dual left turn lanes at the intersection of Hardwick Street. Since the active transportation improvements will be constructed in the parkway, the existing roadway capacity will be maintained. Other improvements include utility undergrounding, traffic signal improvements, LED street lighting, ADA enhancements, and green street improvements such as landscaped median islands, parkway trees, and stormwater retention. The estimated construction cost of this project is $38 million. Since 2000, Willdan has also been providing on-call traffic engineering services to the City of Lakewood and serves as City Traffic Engineer. The City Traffic Engineer provides general traffic engineering services, including – but not limited to – citizens' request and complaint investigations/resolutions, public works plan and private development reviews, and supportive traffic engineering services when directed by the Director of Public Works. These supportive services encompass preparing traffic signal and crossing guard warrant analysis, developing a street sweeping program, and performing parking studies to name a few. In addition, Willdan provides assessment engineering and district formation, public works permitting inspection, CIP design and construction management/inspection, CDBG administration, grant writing, and NPDES services.

As-Needed Engineering Services

Client	Contact	Dates
City of Inglewood	Eloy Castillo, PE Principal Civil Engineer (310) 412-8716 ecastillo@cityofinglewood.org	2011 – Current

Services Provided

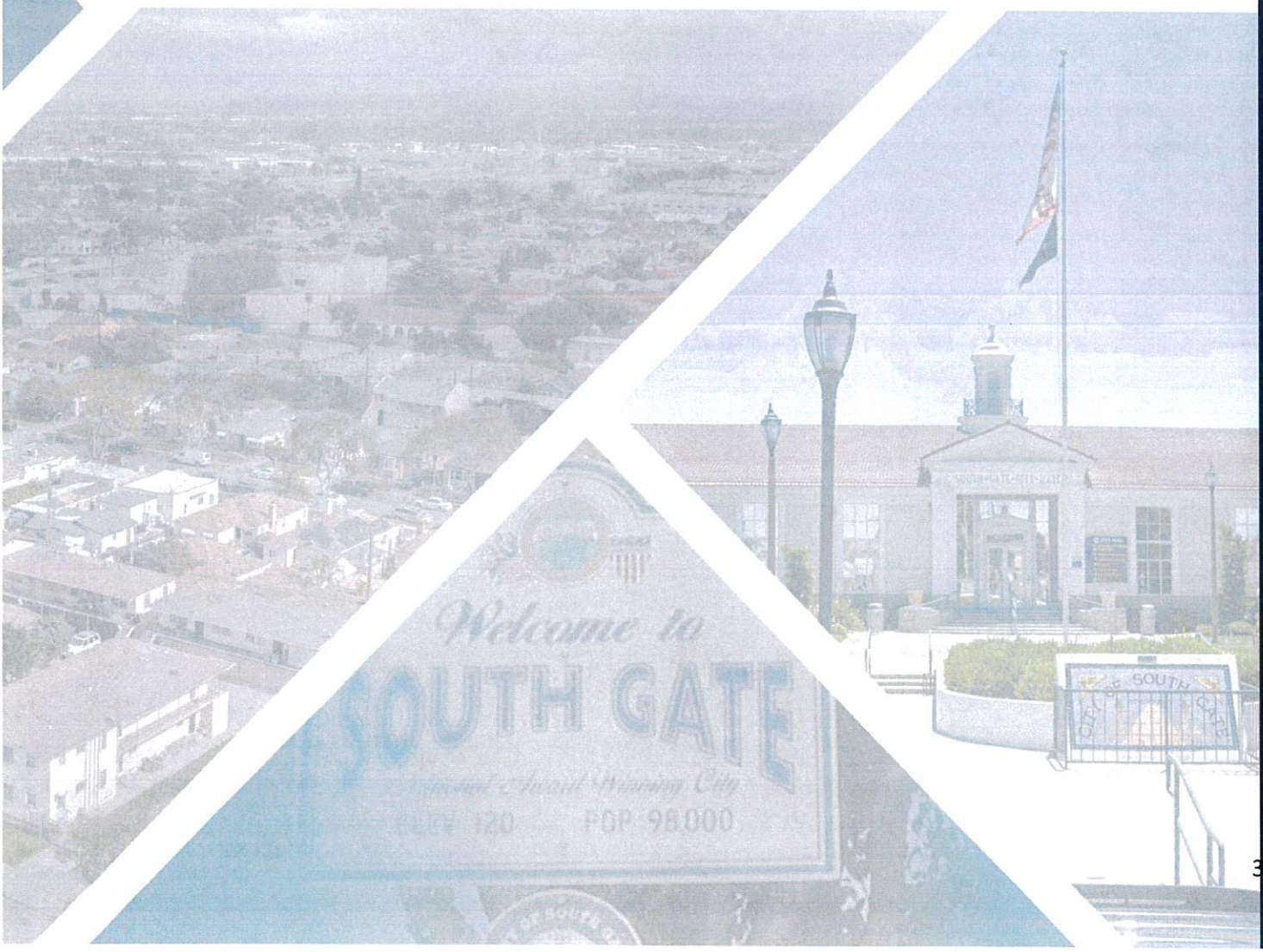
- *Civil Engineering*
- *Traffic Engineering*
- *Staff Augmentation*
- *Engineering Design*
- *Project Management*
- *Grant Support*
- *Funding Administration*
- *Code Enforcement*
- *Construction Management & Inspection*

Willdan provides on-call engineering and traffic engineering services through our staff augmentation and City Traffic Engineer contract. As City Traffic Engineer, Willdan reviews and make recommendations on residents' requests for stop signs, crosswalks, permit parking, and speed humps; reviews plans, specifications, and estimates for various projects; prepares staff reports and attends Parking and Traffic Commission meetings; prepares traffic signal and signing and striping plans, specifications, and estimates; prepares timing charts for citywide signal coordination timing and individual traffic signals; prepares studies for CMP, warrant analyses, traffic-calming measures, and other areas of concern. Willdan's traffic engineering staff members work directly with the City's Planning Department to review TIAs, develop MOUs, and review upcoming development plans. Services include preparing grants for Los Angeles County Metropolitan Transportation Authority's Call-for-Projects and the Highway Safety Improvement Program.

Project Highlights:

- Willdan is providing professional engineering design services for First/Last Mile Improvement Project Phase 1.
- Provide professional engineering design services for the preparation of PS&E on N Oak Street from Pine Street to the easterly boundary line of Rogers Park. The design is to provide 30-degree on street parking along the north side of N Oak Street.
- Preparation of drawings and specifications for the re-piping of the storm water drain lines throughout City Hall. The work includes re-piping a variety of piping, new T-bar ceiling, drywall, new lighting systems and relining of pipe.
- Willdan Engineering serves as project manager and compiles and assembles bid document packages.
- Willdan provides professional design services for Aviation Boulevard. The design includes roadway resurfacing, new curb and gutter, sidewalks, ADA curb ramps, driveways, traffic signal upgrades, streetlighting upgrades, landscaping, and Intelligent Transportation Systems (ITS) upgrades on Aviation Boulevard from Arbor Vitae to Manchester Boulevard.
- Provide grant support services to the City of Inglewood. Willdan provides support for preparing grant applications and related services including grant reporting.
- Building Plan Review for Public Works Projects.
- Part-Time (As-Needed) Code Enforcement Staffing.

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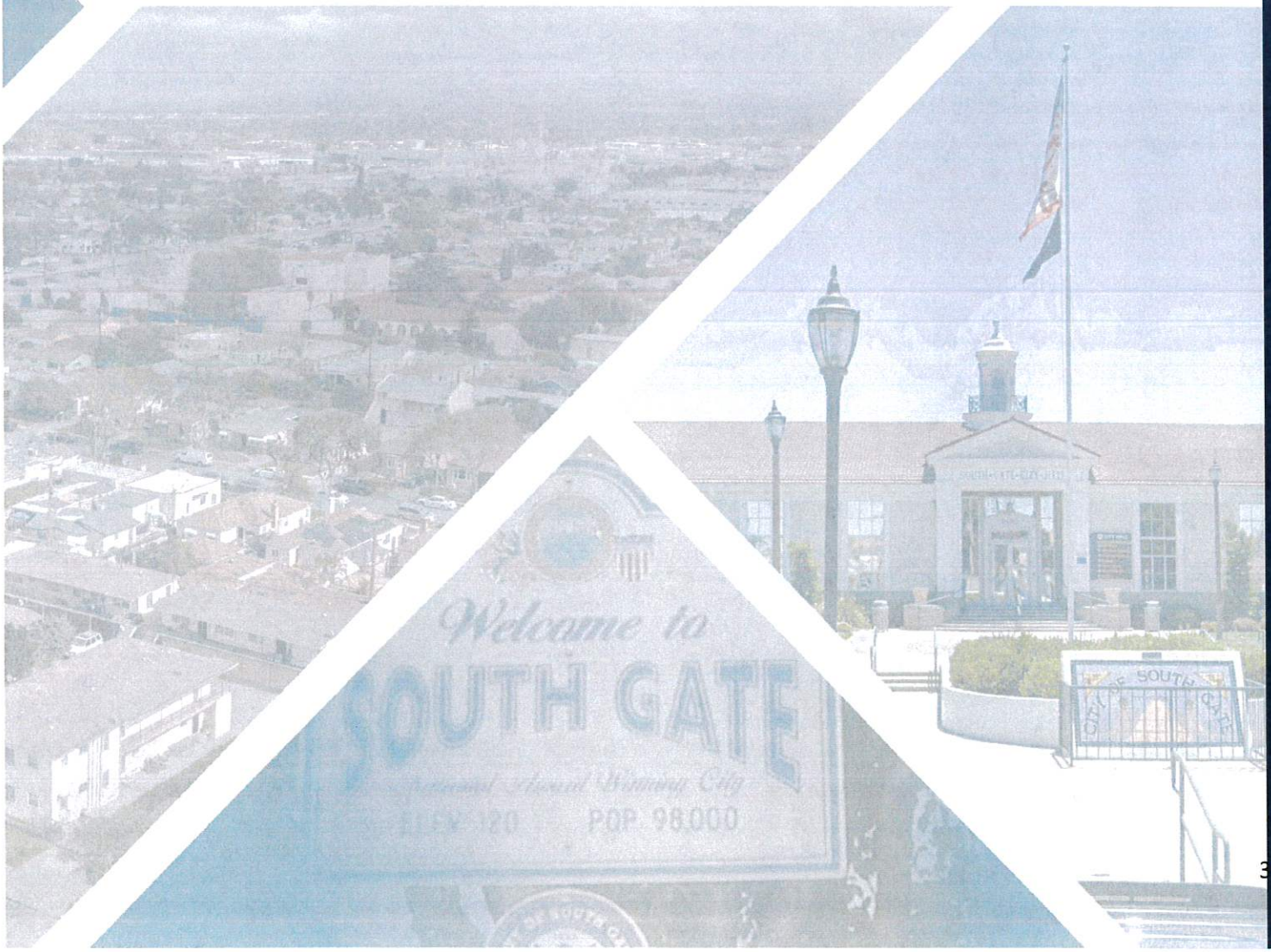
Local Agency Contracts

Willdan's core competencies are in direct alignment with services identified in the City of South Gate's requested scope of services. The matrix below represents a small fraction of the local agencies Willdan serves – or has served within the past five (5) years – with similar services requested.

Client	Civil Engineering	Traffic Engineering	Landscape Architectural	Drainage Engineering	Survey/Right-of-Way	Grant Administration	Geotechnical Services	Construction Management/ Inspection	Labor Compliance	Grant Application Preparation	NPDES/Watershed Management	Staff Augmentation
Los Angeles County												
City of Agoura Hills	✓	✓	✓	✓	✓	✓	✓			✓	✓	
City of Bell	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Calabasas	✓	✓	✓		✓			✓			✓	
City of Cudahy	✓	✓	✓	✓		✓	✓			✓		✓
City of El Monte	✓	✓	✓	✓	✓		✓			✓		✓
City of Inglewood	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
City of La Puente	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Lakewood	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Norwalk	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Paramount	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
City of Pico Rivera	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Rancho Palos Verdes	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓
City of Rolling Hills	✓	✓		✓	✓			✓				✓
City of Rolling Hills Estates	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
City of Rosemead	✓	✓	✓	✓	✓	✓	✓	✓				✓
City of South Gate	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
City of Westlake Village	✓	✓	✓	✓	✓			✓			✓	✓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Schedule of Hourly Rates

Willdan is providing hourly rates for all job classifications that will be assigned to provide services for any task proposal issued by the City in a separate sealed envelope per the City's Request for Qualifications.

Willdan's hourly rates will be inclusive of any additional cost (such as mileage, travel time, copying, etc.), if applicable. Hourly rates shall remain firm for the duration of the 3-year contract. The hourly rate schedule designates hourly rates for various as-needed services for the duration of the contract and shall be part of the SOQ.

Grant Funding Sources Obtained by Willdan



Grant Funding Sources Obtained by Willdan

Our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources. Willdan's staff members have prepared numerous funding and competitive grant applications for various client cities. Willdan has assisted local agencies at various project stages with state and federal funding, from the initiating request to final invoicing. Representative Los Angeles County agency grant funding awards are listed below.

City	Project	Grant	Amount
El Monte	Peck Road/Santa Anita Avenue Signal Improvements	HSIP	$1,756,000
Inglewood	Inglewood Neighborhood Beautification	Clean California	$1,079,000
Inglewood	Centinela Avenue Traffic Signal and Raised Median	HSIP	$1,377,720
Inglewood	La Prairie Avenue Traffic Signal	HSIP	$875,400
Inglewood	First Last Mile Improvements – Phase 1	MTA	$6,500,000
Inglewood	Pedestrian and Bicycle Safety	OTS	$100,000
La Cañada Flintridge	Foothill Boulevard Signal Improvements	HSIP	$458,700
La Puente	Amar Road Traffic signal Improvements	HSIP	$1,003,100
Lakewood	Del Amo, Paramount, Centralia Traffic Signal Improvements	HSIP	$2,243,900
Lynwood	Citywide Safe Routes to School Plan	ATP	$238,000
Paramount	West Paramount Utility Easement Multi-Use Path- Phase 1	ATP	$9,661,000
Paramount	West Santa Ana Branch Bikeway Phase 2	ATP	$3,423,000
Paramount	Rosecrans Avenue Bridge Rehabilitation	HBP	$2,029,000
Paramount	Alondra Boulevard Improvements	MTA	$4,600,000
Paramount	West Santa Ana Branch Bikeway – Phase 3	RMC Prop 68	$2,554,545
Paramount	West Santa Ana Branch Bikeway – Phase 4	Urban Greening	$2,932,451
Pico Rivera	Pico Rivera Regional Bikeway Project	MTA	$2,308,939
Rolling Hills Estates	Rolling Hills Estates Systemic Guardrail Upgrades	HSIP	$1,000,000
Rolling Hills Estates	Palos Verdes Drive North Bike Lanes	MTA	$2,441,000
South Gate	Tweedy Boulevard Pedestrian Crossing Upgrades	ATP	$4,620,000
South Gate	California Southern Crosswalk Upgrades	HSIP	$1,761,300
South Gate	Garfield Avenue Raised Median Improvements	HSIP	$1,539,630
South Gate	Long Beach Boulevard Raised Median Improvements	HSIP	$1,485,810
South Gate	Long Beach Boulevard Complete Street Greening	Urban Greening	$1,779,200

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Understanding of City's Needs

Willdan currently provides all of the identified services outlined in the City's RFQ and is prepared to meet all of the conditions specified. Willdan is well qualified to provide the requested services to the City of South Gate.

Since 1964, Willdan has provided consulting services to hundreds of public agencies in the western United States. Our depth of experience and broad range of capabilities allow Willdan to offer comprehensive resources for efficient and convenient service. In addition, our expertise in the engineering and planning fields ensures innovative and effective solutions will be applied to all projects undertaken by Willdan.

Many of our specialists have a strong background and an intimate understanding of diverse programs for public agencies. This expertise provides the foundation for planning, design, inspection, and administration under agency programs, and offers added value with our unique familiarity with state- and federally-funded programs. We also place strong emphasis on communication and maintaining personal interaction with the community at large.

Our project approach begins with designating a complete project management team. Each project management team will be led by a principal representative with full authority to direct operations and commit resources. In addition to the principal representative, the management team will include expert staff specializing in the type of service requested. Our array of in-house experts allows Willdan to develop a specialized management team for each requested project.

In addition, Willdan's size gives us the flexibility to undertake large projects and projects on a compressed time schedule. If a project arises that requires immediate or extra attention, Willdan's flexibility allows tasks to be rapidly delegated to an expanded team of staff members. This ensures that the project will receive appropriate attention to detail and be completed in a timely fashion.

The first task of Willdan's delegated project management team will be to establish a course of action. This task will begin by coordinating with the City to identify specific project objectives. With these objectives in mind, Willdan's experienced professionals will actively identify areas of need and design solutions to address these needs. Our policy of open and often client coordination will ensure the established course of action and will be consistent with the City's goals.

Once the course of action is established, Willdan will develop a project schedule. Each project schedule will be developed with the City's project completion date in mind and will include a critical path and measurable milestones to ensure the project completion date is met. All project schedules will be submitted to the City to guarantee consistency with the City's timeline.

In enacting and completing the course of action, Willdan strives to exceed client expectations for quality of work. Willdan has a history of completing projects on time, within budget, and beyond industry standards. Willdan is committed to providing this level of service to the City. As such, after each project is completed, Willdan will follow-up with the City to gather feedback on the City's satisfaction with the project, and to identify methods to improve future service.

Multiple Task Order Project Management Approach Overview

Our approach to serving the City on this contract is based upon our 60-year history of serving public agencies. Willdan utilizes a management approach, whereby each assignment is undertaken by a project team. Each project is assigned to a senior member of our staff with the background, experience, and availability best suited for the assignment. Willdan has designated a team to provide on-call support services to the City for specific projects/task orders. The fundamental goal of Willdan's team is to provide the City with the highest level of support in completing the as-needed special tasks. This will require close personal coordination between Willdan and the City. To accomplish this, we will conduct interactive meetings with City staff throughout the course of each assignment to ensure all issues are addressed. Our team has a broad variety of talent and experience in city engineering; development review; public works permitting and inspection; capital improvement project design, inspection, and contract administration; facility and infrastructure maintenance and repair; surveying; and soils investigation. Combined with our understanding of the desired services, Willdan can assist the City with successful completion of all engineering matters.

Willdan will commit the appropriate staff to ensure specific projects, as well as the overall contract, are successful. Our intended approach is to:

- Fully understand each project
- Review each project scope of work in detail with City staff
- Agree on course or extent of best-suited action
- Proceed with project accordingly

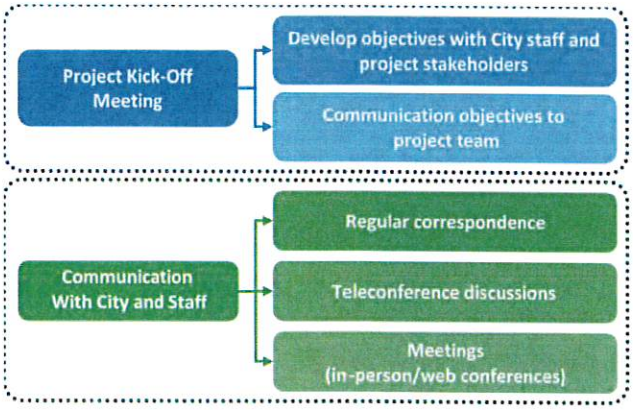


Having successfully completed many other assignments of this type for other agencies within the Los Angeles and Southern California regions, Willdan's proposed team understands City processes and possesses the technical and communication skills that are vital to ensuring each task receives the necessary attention, objectives are met, schedules are adhered to, and project tasks are within budget.

Keys to Success – Task Order Project Management

- Be proactive in informing City staff of project issues along with proposed resolutions
- Commit to project schedules
- Develop and maintain collaborative, trusting working relationships with City staff
- Be flexible on staffing and types of services provided to meet City's needs
- Be cost-effective
- Have continuous-improvement mentality
- Be responsive to needs of City and involved communities

Communication Approach



Willdan recognizes that effective, ongoing cooperative communication between all parties over the course of any assignment is essential to successful project completion. This communication starts with a project kick-off meeting where the objectives and expectations of the City for each task order/assignment are clearly articulated and understood by Willdan. In addition, agreed-upon methods and scheduling of formal reporting are established with identification of individuals to be involved in the project's decision-making process. This sets forth accountability and responsibility for informing and facilitating the project. As the project progresses, communication continues through regular correspondence, teleconference discussions, and meetings with City staff seeking direction on issues that may arise and keeping City staff apprised of the project. Clear and concise progress updates are provided. Emails and teleconferences are utilized whenever possible and appropriate to minimize City staff time spent in meetings.

Methodology

Willdan's methodology focuses heavily on client service and communications. As a firm with a strong public agency orientation, many of our client relationships are long-term and ones in which our staff develops intimate familiarity with the client's staff since we very often serve as an extension of public agency staff. As such, it is extremely important that our presence on each assignment is seamless. Willdan's staff assigned as Project Manager, City Engineer, Land Surveyor, Traffic Engineer, Building Official, and other higher-level positions most often work independently of the other project team members, since they are generally working directly for and with public agency staff as a part of the agency's staff. In this instance, the project team's role is subservient to the primary assignment and only comes into play on a support basis or on a project-specific basis, such as for additional services for capital improvement project design, reviewing tract and parcel maps, and structural assessments.

Technical Approach

As previously stated, upon receipt of a project assignment or award, our project management will analyze the project and assign a Discipline Manager with the appropriate qualifications and experience to ensure tasks are completed in accordance with the City's goals and visions. Together, they will select qualified team members to provide technical support for the project. We will convey all-important matters to the assigned Discipline Manager and the selected project team as appropriate. The Discipline Manager will, then, take full responsibility for understanding the project requirements, detailing the project scope requirements, and estimating the fee to complete the project effectively and efficiently. The assigned Discipline Manager will maintain the team members assigned to the project from beginning to end. This means the same individuals responsible for design elements are the same individuals reviewing shop drawings, preparing as-built plans, or responding to questions during the bidding or construction process. This management approach has been proven on past projects to be effective in delivering projects on time, within budget and to the client's satisfaction.

The Six Key Components Approach

 Project Reporting and Meeting	Willdan staff will develop reports to be delivered electronically to key City of South Gate staff as requested using a standard memorandum format developed by our team and as approved by the City. Regular progress meetings will be conducted to acquire information, keep staff informed of key design decisions, and obtain staff concurrence on project issues as the City requests.
 Staffing and Resource Management Plan	Willdan is completely committed to providing the staffing and resources required to complete projects under this contract on schedule and with high quality. To ensure we meet this commitment, we prepare labor projections for all projects. Projections are made for each individual project and then aggregated by the technical director to produce division/office-wide labor needs and identify shortages or surpluses. Labor planning for this contract will be conducted on an individualized basis. Project Management, together with each assigned Discipline Manager, will identify the staff required to complete each awarded project and calculate the hours. This data will be input into our project staffing needs plan on a weekly basis. If the City awards Willdan a significant amount of work, Willdan will hire additional personnel, if needed, to provide additional support, as necessary. For activities that do not require a specific person (i.e., draftsperson, technical aide, word processing, etc.), this estimate will be done on a position basis. Project staffing assignments will match the experience of personnel with the degree of project complexity. Because resources are often shared for any given project, our project managers are very involved in our staff workload projections.
 Project Initiation	Our project approach includes our dedication to meet early with City of South Gate staff to finalize the scope, schedule, and process, as discussed above. The assigned Discipline Manager will hold a kick-off meeting with key City staff outlining the project schedule, specific needs, and project information as appropriate. The Discipline Manager will prepare the meeting agenda and notes and provide them to City staff in a timely manner. Once approved by the City, Willdan will await a notice to proceed from the City of South Gate. At this point, we will begin preliminary engineering and the project officially begins.
 Project Objectives	The objectives of any project are essentially the objectives of the City of South Gate. Prior to initiating Willdan's efforts, a thorough understanding of City concerns and objectives is essential to ensure project success. Willdan will work closely with City staff and other involved agencies to identify specific goals, objectives, and challenges. The initial project scope and needs assessment are vital since the City of Gate's and other involved agencies' goals could impact the schedule and overall cost.

 Project Scoping	Once the Discipline Manager has identified the City of South Gate's goals for a project, the Discipline Manager will work with project management to develop a comprehensive scope that clearly identifies the various tasks and associated deliverables – a critical component to ensure an effective and attainable project schedule. Willdan will develop a detailed scope of work that adheres to the sequence of tasks necessary to provide for project planning and design. Development of a comprehensive scope of work will aid project management in minimizing miscommunication among all project team members, including City of South Gate staff and respective stakeholders.
 Scheduling	Scheduling is a key component in any design process or project assignment. It enables the team to effectively deliver an on-time, within-budget project. It provides City staff and other reviewing agencies with the information they need to mobilize resources for timely reviews of project deliverables. The schedule allows the project team to mobilize appropriate staff in a timely manner to perform the tasks necessary for each deliverable. After task requirements are identified, the Discipline Manager will work closely with Tyrone to determine staff availability. Tasks will, then, be allocated to project team members, depending upon the workload and skill sets relative to the scope. Critical path methodology is used, and resource and cost loading are included when appropriate. Specific critical path items and key critical decisions that affect project progression are identified on a continuous basis.

Quality Assurance and Control

Quality assurance and control are critical to ensuring sound practices are applied and quality deliverables are produced. Adel Freij, PE, will serve as the Quality Assurance Manager overseeing the quality assurance activities for services provided to the City. Adel is an accomplished manager who assists public agencies in serving their constituents with temporary as-needed staffing assistance or long-term assignments. He accomplishes this through his skilled insights into hiring and selecting staff with the right qualifications to create a seamless transition between Willdan and agency staff. Adel provides innovative solutions in engineering and construction management services for large-scale multi-discipline public works projects – working diligently to meet public agency budgets and schedules. His areas of expertise encompass capital improvement program (CIP) implementation, annual budget preparation, funding and grant administration, stormwater/National Pollutant Discharge Elimination System (NPDES) guidelines, and Americans with Disabilities Act (ADA) compliance. Adel is also a proficient negotiator and collaborator with well-developed decision-making and organizational skills. Typical quality assurance activities entail ensuring the appropriate level of technical staff, monitoring the quality of assignment completion and turnaround times for reviews, providing expert guidance on challenging project components, and keeping open communication regarding contract performance with City personnel.



Keys to Success – Quality Assurance and Control

- ***Project Kick-Off Meetings*** – All project team members will meet to discuss and clarify the project scope, schedule, and other pertinent information related to the service or project. This meeting is conducted upon receipt of the notice to proceed and prior to any work being performed. This meeting can be an in-person meeting or conference call depending on the complexity of the assigned project.
- ***Continual Communication*** – The appropriate people from Willdan identified in the kick-off meeting are responsible for keeping the City up to date on project status and issues raised throughout the project. This is accomplished through regular meetings, written status reports, or other means of communication requested.
- ***Periodic Updates through Project Status Meetings*** – At the project kick-off meeting, the project team determines and selects meeting dates throughout the project to discuss coordination, issues, changes, and other information necessary to keep the project on track in terms of quality, schedule, and budget.
- ***Objective Review of Project by Peers*** – Prior to the submittal of a project to the City, appropriate staff members review the project to ensure all information is accurate. Willdan staff conducting these reviews are not directly involved with the project – enabling objectivity in the review. Depending upon the complexity of the project, the four levels of our quality assurance review for project deliverables may entail:
  - Level 1 – peer review only
  - Level 2 – peer review and editorial review (documents)
  - Level 3 – peer review, editorial review, and professional engineer review
  - Level 4 – all elements of Level 3 plus additional reviews by specific technical experts

Following our keys to success, Adel will assign senior staff members experienced in the required disciplines and not directly involved in the assignments to implement project-specific quality assurance activities. Each senior member of staff will report directly to Adel but work closely with the Task Managers to ensure project objectives are met at project completion. Random audits will be conducted to ensure proper quality assurance activities have been accomplished with necessary corrective actions taken. These audits involve verifying task completion, validating the quality review, confirming comments resolution, and verifying that agreed-upon changes are reflected in each affected document. Adel will regularly seek feedback on how Willdan's team is performing and how we can improve upon the level of service.

Limit of General Liability and
Professional Liability Insurance

Limit of General Liability and Professional Liability Insurance

WILLDAN shall maintain in force at its own cost and expense at all times during the performance of this agreement (except as noted under Professional Liability Insurance) the following policy or policies of insurance.

ACORD® **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 11/9/2024 11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1513457 Willdan Engineering 2401 East Katella Avenue, Suite 300 Anaheim, CA 92806	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: National Fire Insurance Co of Hartford — 20478 INSURER B: Transportation Insurance Company — 20494 INSURER C: The Continental Insurance Company — 35289 INSURER D: Allied World Surplus Lines Insurance Company — 24319 INSURER E: American Casualty Company of Reading, PA — 20427 INSURER F:

COVERAGES WILLD01 **CERTIFICATE NUMBER:** 18804759 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	N	N	7063481190	11/9/2023	11/9/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Emp. Benefits Liab.						MED EXP (Any one person)	$ 15,000
	X Contr. Liab. Incl.						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	N	N	7063481156	11/9/2023	11/9/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	7063481173 (AOS) 7063481187 (CA)	11/9/2023 11/9/2023	11/9/2024 11/9/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Arc/Eng. Prof.	N	N	0313-5950	11/9/2023	11/9/2024	Per Claim: $3,000,000 Aggregate: $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Proposal only

CERTIFICATE HOLDER	CANCELLATION
18804759 Willdan Engineering 2401 East Katella Avenue Suite 300 Anaheim, CA 92806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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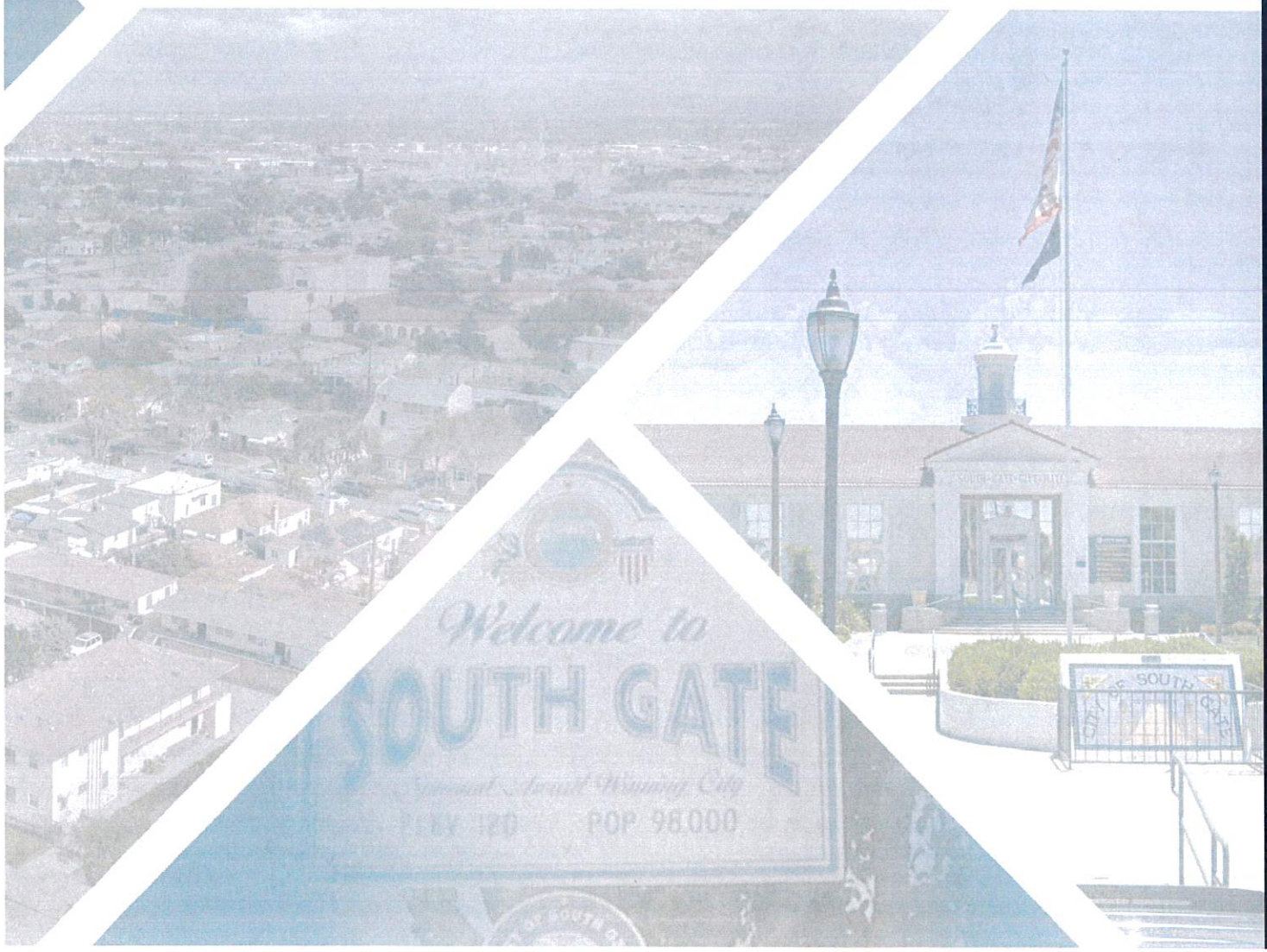
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Subconsultants

Willdan's strength of staffing resources and available in-house disciplines enables us to provide all services and disciplines required for the City's on-call engineering contract without the use of subconsultants. However, should the need arise, Willdan maintains a database of subconsultant firms – including certified disadvantaged business enterprise firms. These firms provide a wide range of services from traffic counts to bridge engineering review. We have worked with these subconsultants in the past and will submit their qualifications to the City for approval to assist the City in meeting DBE goals for state- or federally-funded projects.

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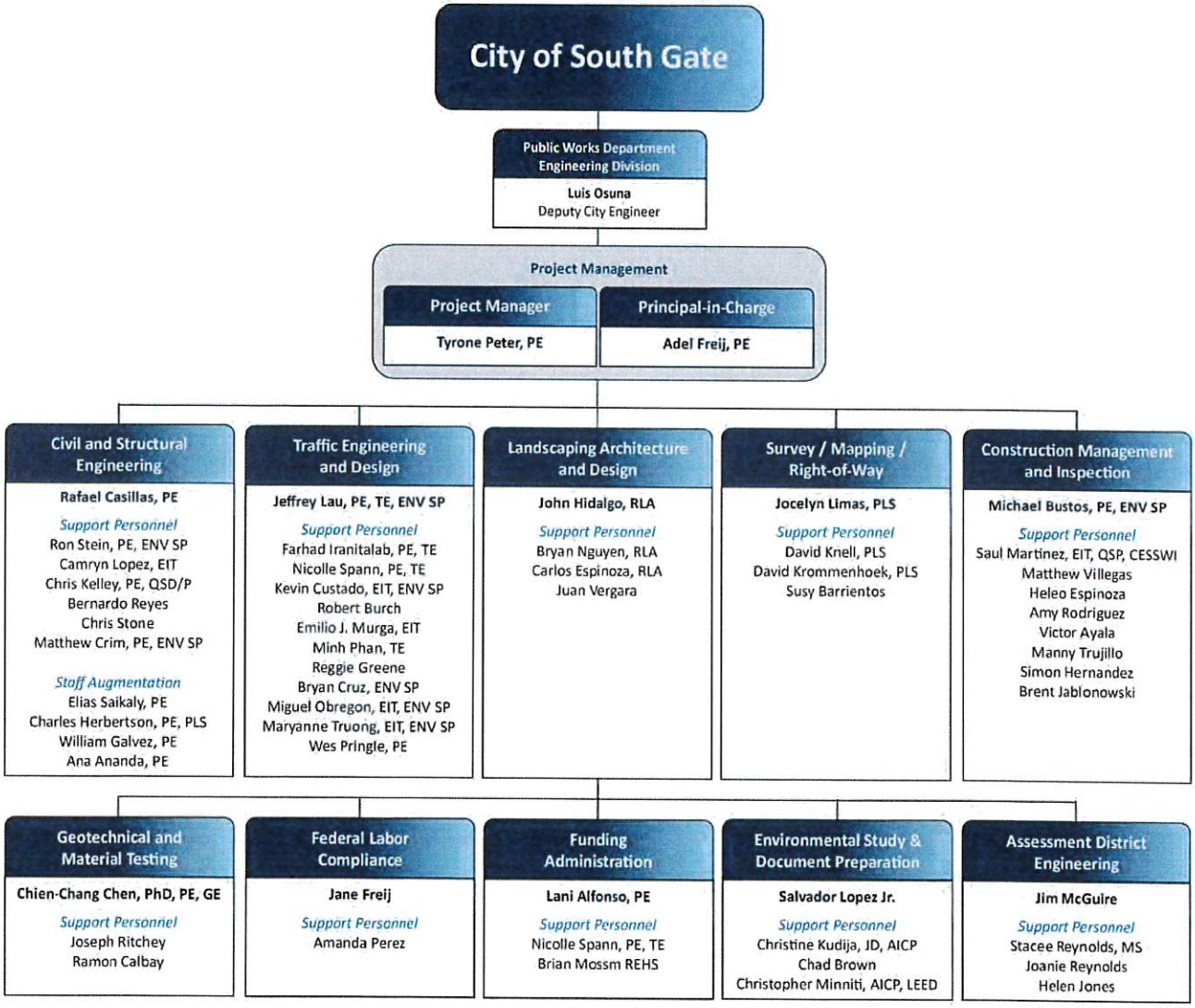
Organizational Chart

The organization chart contained herein identifies our project team members and their roles. The chart further illustrates the communication and reporting relationships among our team members. It is important to note that the personnel shown represent the caliber of person who could be considered for the role shown. This is far from an exhaustive list of our staffing resources and is shown to assist the City in evaluating our staff.



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Appendix – Resumes

Willdan has provided resumes for our proposed staff on the following pages.



EDUCATION

BS, Civil Engineering, University of Missouri, Kansas City

Resident Engineer Academy

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 55564

35 YEARS OF EXPERIENCE

Adel M. Freij, PE

Principal-in-Charge

Adel M. Freij is an accomplished manager who assists public agencies in serving their constituents with temporary as-needed staffing assistance or long-term assignments. He accomplishes this through his skilled insights into hiring and selecting staff with the right qualifications to create a seamless transition between Willdan and agency staff. Adel provides innovative solutions in engineering and construction management services for large-scale multi-discipline public works projects – working diligently to meet public agency budgets and schedules. His areas of expertise encompass capital improvement program (CIP) implementation, annual budget preparation, funding and grant administration, stormwater, and National Pollutant Discharge Elimination System (NPDES) guidelines, and Americans with Disabilities Act (ADA) compliance. Adel is also a proficient negotiator and collaborator with well-developed decision-making and organizational skills.

Relevant Project Experience

As-Needed Engineering Services, Various Cities, CA. Mr. Freij served as Willdan's primary point of contact and managed as-needed and on-call engineering services for the following cities:

- Azusa
- Bell
- Grand Terrace
- Hawaiian Gardens
- Highland
- Inglewood
- La Puente
- Lakewood
- Lynwood
- Maywood
- Norwalk
- Placentia
- Rosemead
- San Fernando
- South Gate
- Temple City
- West Covina

On-Call General Engineering Services, City of South Gate, CA. *Project Manager*. Willdan is providing supportive engineering services to the City of South Gate.

Areas of Expertise. Adel Freij's areas of expertise include:

- Capital Improvement Program (CIP) implementation
- Annual Budget Preparation
- Funding and Grant Administration
- Stormwater and National Pollutant Discharge Elimination System (NPDES) Guidelines
- Americans with Disabilities Act (ADA)

Project Management Experience. Adel Freij has provided project management for various types of projects including the following:

- Overlay and Slurry Seal
- Street Reconstruction
- Street Widening
- Concrete Repairs
- Storm Drains
- Sanitary Sewers
- Waterlines
- Traffic Improvements
- Landscape Improvements
- Median Islands
- Park Improvements
- Bridges
- Right-of-Way Acquisition
- Master Planning



EDUCATION

BS, Engineering and Civil Engineering, Tamil Nadu College of Engineering

Civil Engineering, Murugappa Polytechnic

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 81888

18 YEARS OF EXPERIENCE

Tyrone Peter, PE

Project Manager

Tyrone Peter is an accomplished civil engineer for multi-discipline and multi-agency infrastructure projects and is known for providing innovative, quality engineering services to ensure project delivery within budget and schedule. Mr. Peter's years of experience managing and designing all types of public works projects provide a solid foundation to understand what is needed to deliver a successful project and make him the perfect fit for overseeing the entire project as well as specific civil engineering tasks.

Tyrone's comprehensive experience includes the design of state highway, new street, street widening, street realignment, pavement rehabilitation, light rail and railroad, grade separation, flood control facility, water, and sewer projects. He has supervised feasibility study, project study report, project report, and construction document preparation as well as grade certification issuance, construction administration, and construction inspection. He is proficient at managing large project teams with subconsultants and multiple technical disciplines.

Relevant Project Experience

On-Call Engineering Services, City of Los Alamitos, CA. *Project Manager and Civil Design Lead*. Willdan is providing as-needed engineering services to the City of Los Alamitos. As part of our extension of staff services for contract City Engineer and contract Traffic Engineer, Willdan provides review and supervision of engineering activities, including preparing plans, specifications, and estimates for capital and other improvement projects. We provide subdivision plan checking; contract administration; construction inspection; compliance with federal, state, and local laws and ordinances. We assist City staff with establishing departmental policies.

On-Call Planning and Engineering Services, County of Orange, CA. *Principal-in-Charge*. Willdan is currently responsible for reviewing private developer projects spanning both on-site and off-site improvements. Review services cover Final Parcel and Tract Maps, lot line adjustments, grading & erosion control plans, storm drain plans, hydrology, water & sewer improvement plans, street improvement plans, signing & striping plans, traffic signal plans, landscape plans, storm water pollution prevention plans (SWPPP), and water quality management plans (WQMP). The County has an expedited review contract for the Rancho Mission Viejo residential development with strict deadlines on a condensed schedule.



EDUCATION

BS, Public Administration, University of La Verne

Civil Engineering (196 units), California State University Los Angeles

Architecture, Phoenix Institute of Technology

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 68234

36 YEARS OF EXPERIENCE

Rafael O. Casillas, PE

Civil Engineering Lead

Rafael Casillas is a qualified, capable, and motivated individual with a successful track record for project delivery. He possesses vast experience managing local public works departments and public sector capital improvement projects. Mr. Casillas' direct responsibilities involve overseeing local municipal agency capital improvements for public facilities, roadways, water systems, sewer mains, storm drains, and traffic signals systems. In addition to his design experience, he is highly adept with project schedule management, quality and project budget control, accurate construction estimates, construction support, and funding administration required for federal, state, and local grants.

Mr. Casillas possesses expertise in supervising project teams consisting of civil designers, consultants, and contractors and is very knowledgeable in local municipal codes, California Environmental Quality Act, and Subdivision Map Act compliance. His areas of expertise include, but are not limited to emergency response, project scheduling, budget tracking, contract administration, complete streets, railroad crossing preemptive timing, and signal synchronization.

Relevant Project Experience

Lindero Canyon Road Sidewalk and Parkway Improvements, City of Westlake Village, CA. *Project Manager*. Willdan provided engineering services to generate plans, specification and engineers estimate for Lindero Canyon Road sidewalk and Parkway improvements. The proposed Parkway improvements consist of new sidewalk, concrete retaining and slough walls, irrigation modifications and landscape alterations. The segments of Parkway improvements were on West side of Lindero Canyon street from Agoura Road to Westgate driveway, approximately 550 linear feet. This section of the sidewalk was placed between the landscape Parkway and existing iron fence. The proposed sidewalk was also on the west side of Lindero Canyon Road from Westgate driveway to Barronsgate Road approximately 550 linear feet. This section of sidewalk will be adjacent to the curb. The existing turf was removed and replaced with new 4-inch PCC sidewalk. The grading to the back of the new sidewalk along this segment was cut at 2:1 maximum slope. This project also included a new sidewalk along the east side of Lindero Canyon Road from Whim Drive to Hedgewall Drive, approximately 1,400 linear feet. The project included landscape enhancements and utility coordination.

Mount View/Hwy 126 SW, City of Fillmore, CA. *Project Manager.* Willdan is providing professional engineering design services for sidewalk improvements, retaining wall, driveways, ADA curb ramps, curb and gutter improvements. In addition, there are four (4) right-of-entry agreements required to implement the sidewalk.



EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

PROFESSIONAL CERTIFICATIONS

Traffic Engineer, California No. 2835

Civil Engineer, California No. 83887

Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 45376

Civil Engineer, Colorado No. 56366

Civil Engineer, Washington No. 58065

Civil Engineer, Arizona No. 70072

Civil Engineer, Texas No. 140012

Civil Engineer, Nevada No. 28303

Civil Engineer, Minnesota No. 59453

20 YEARS OF EXPERIENCE

Jefferey Lau, PE, TE, ENV SP

Traffic Engineering Lead

Jeffrey Lau offers 20 years of traffic design and transportation planning experience. Mr. Lau provides transportation design for Willdan's traffic engineering group and manages design projects for a variety of cities and counties throughout California. He is responsible for analysis, coordination, and design of various projects, including preparation of plans, specifications and estimate (PS&E) for traffic design projects such as traffic signals, signing and striping, street lighting, and construction traffic control. He has also assisted with traffic impact studies and analyses, plan reviews, and engineering and traffic survey updates. Mr. Lau is an accomplished engineer for multi-discipline and multi-agency traffic and transportation projects and has supervised completion of a variety of large- to small-scale projects. Mr. Lau has personally designed over 400 new and modified traffic signal installations for cities and other agencies throughout California. He understands the importance of meeting schedules and developing the most cost-efficient project to meet budgetary constraints.

Relevant Project Experience

Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project, City of Downey, CA. *Project Manager.* Willdan provided traffic engineering services for the Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project from Gardendale Street to Telegraph Road. The project included conducting an environmental analysis, performing a traffic safety assessment, and preparation of design plans specifications and estimates (PS&E) for the installation of traffic signal upgrades and safety enhancements at thirteen (13) signalized intersections. Safety enhancements include upgraded curb ramps to be ADA compliant to improve safety for pedestrians and bicyclists. All of these improvements will increase traffic signal visibility, facilitate safer turning movements, and reduce pedestrian and bicyclist involved collisions.

Santa Ana Boulevard Active Transportation Improvements Project, City of El Monte, CA. *Project Manager*. Willdan provided engineering design services for the preparation of plans, specifications, and cost estimates for the implementation of active transportation improvements along Ramona Boulevard, Tyler Avenue, and Santa Anita Avenue. The project improvements included pedestrian and bicycle safety enhancements, Class II bike lanes, Class III bike routes, Class IV cycle track, bicycle video detection, bus boarding platforms, bulb-outs, pedestrian countdown signal heads, thermoplastic striping upgrades, ADA curb ramps, and wayfinding improvements along the project locations. The project also included pavement rehabilitation along Ramona Boulevard and Tyler Avenue. The project met El Monte's goals of improving active modal crossings and reducing the hazards of modal conflicts. Willdan also provided utility coordination with utility notices, design survey, assistance with CPUC permitting with SCRRA/Metrolink, bidding assistance, and engineering support during construction including RFI reviews.



EDUCATION

BS, Landscape Architecture, California State Polytechnic University, Pomona

European Study Tour, California Polytechnic State University, School of Architecture, Pomona

PROFESSIONAL CERTIFICATIONS

Landscape Architect, California No. 3551

Licensed Contractor, California C-27 No. 713613

Landscape Architect, Nevada, No. 788

33 YEARS OF EXPERIENCE

John J. Hidalgo, RLA

Landscape Architecture Lead

John Hidalgo possesses landscape architecture experience that encompasses a variety of landscape and irrigation projects. He has in-depth expertise in design development, preparation of plans and specifications, plan reviews, and construction observation. John is familiar with various local, state, and federal codes, regulations, procedures, and standards relating to construction, safety, park, and facility planning, and other landscape and irrigation amenities. He has successfully completed projects in compliance with these various standards. John has experience representing project owners during the plan review process. He possesses comprehensive experience in both field observation and construction. John's responsibilities include managing park and street beautification design, low-impact developments, plan reviews, and construction observation.

Relevant Project Experience

Summerland Parking Design & Circulation Design, County of Santa Barbara, CA. *Project Manager.* Landscape Architect responsible for preparation of plans, specifications, and estimate for the construction of curb, gutter, enhanced sidewalk paving, traffic calming features along with decorative lighting, drought tolerant landscaping and street furniture designed to create a safe and operational business-resident friendly vehicle/pedestrian/bicycle parking circulation pattern in the Town of Summerland. This project includes construction and reconstruction of several portions of the existing storm drain system by relocating and also relocating and also adding new catch basins for improved drainage along the corridor. The project involves numerous property owner tie-in improvements that require a custom level of detail. Some challenges include preserving existing improvements that were constructed by property owners within the right of way where possible and providing new improvements that blend in well with the community feel.

Riverfront Park, City of Maywood, CA. *Project manager* responsible for the design and preparation of construction documents and specifications of a 7.3-acre park. Portions of the land were considered "Brown Fields" (contaminated soil). A thorough remediation program administered by the Environmental Protection Agency allowed the reclamation of the land for public use. Development of the park include restroom facilities, retaining walls, landscaping, sidewalks, bicycle paths, a staging area for those using the Los Angeles River bicycle trail, a bridge, trails, demonstration garden, lawn and picnic areas, a basketball court, a soccer field, and the incorporation of a swale to add to a natural habitat setting and aid in the control of runoff.



EDUCATION

AS, Sociology, College of the Sequoias, Visalia, CA

Continuing Education - Subdivision Map Act Class

PROFESSIONAL CERTIFICATIONS

Land Surveyor, California No. 9596

Remote Pilot License, Federal Aviation Administration No. 4080288

20 YEARS OF EXPERIENCE

Jocelyn Limas, PLS

Survey/Mapping Lead

Jocelyn Correa has 20 years of experience providing design support to a variety of projects at different levels. Her professional background includes drafting and design of residential and commercial land development projects, survey-related drafting, project management experience, and supervisor-level survey experience with a heavy emphasis on title research, legal descriptions, boundary determinations, and compliance with both State and local ordinances.

Relevant Project Experience

Acting County Surveyor, Madera County. *Assistant Surveyor.* Willdan performed all duties of the County Surveyor for the County of Madera. Duties included review and analysis of the operations of the County Surveyor function review of maps and legal descriptions and related duties.

On-Call Land Surveying Services, City of Fresno, CA. *Surveyor.* Providing land title research, boundary rectification, subdivision mapping review, monument placement, legal description preparation and review.

On-Call Engineeirng/Surveying Services, City of Ione, CA. *Contract City Surveyor.* Willdan is currently providing on-call engineering services including surveying services including subdivision mapping review, deed preparation, legal description preparation and review.

On-Call Engineeirng/Surveying Services, City of Napa, CA. *Surveyor.* Willdan is providing engineering and surveying plan checking services for a variety of development project submitted to the City of Napa. Projects have included residential commercial and industrial projects of a variety of sizes. Recent projects have included review of a series of phased final maps creating a larger residential development.

Plan Checking and Development Services, City of Elk Grove, CA. *Contract City Surveyor and Survey/Mapping Reviewer* responsible for performing reviews for improvements throughout the city. Provided surveying and map-checking services in support of the city processing applications for multiple residential and commercial developments.

Survey and Mapping Services, City of Woodlake, CA. *Contract City Surveyor* at a previous employer Ms. Limas was responsible for performing reviews and preparing survey exhibits throughout the city.

Survey and Mapping Services, City of Farmersville, CA. *Assistant City Surveyor* at a previous employer Ms. Limas was responsible for performing reviews and preparing survey exhibits throughout the city.



EDUCATION

BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo, CA

Caltrans Resident Engineer Academy

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 73173

Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 2696

23 YEARS OF EXPERIENCE

Michael Bustos, PE, ENV SP

Construction Management and Inspection Lead

Michael Bustos currently serves as Deputy Director of Willdan's Construction Management and Inspection Group, which also encompasses geotechnical/materials testing, and labor compliance services. He is responsible for construction management, analysis, design, and plan review of roadway reconstructions; drainage; water and sewer pipelines; pavement rehabilitation; and street projects including traffic signal, landscaping, irrigation, grading, and American with Disabilities Act (ADA) improvements. He has served as Resident Engineer for over a dozen federally and state-funded projects over the last five years and also as a Construction Manager or Resident Engineer for 125+ public works projects for various agencies throughout California with projects totaling $200M+ on construction costs. Through his unique experience and vantage point of serving as a Design Engineer, Project Engineer, Project Manager, Resident Engineer, and Construction Manager, Mike has developed an expertise in public infrastructure planning, design, award, funding, and construction; he understands the varying unknowns project construction can present; and he tackles those unknowns by working with contractors, City staff, and other stakeholders to resolve challenges.

Relevant Project Experience

Elizabeth Reservoir, Booster Pump Station, and New Well No. 29, EDA Grant No. 07-10-06903, City of South Gate, CA. *Resident Engineer.* Willdan provided construction management, inspection, material testing, and deputy inspection services for the Elizabeth Reservoir and Booster Pump Station at the Well No. 28 site and the new Well No. 29 at the Santa Fe Tank Site. The $10 million project included a new 1.8-million-gallon reservoir, booster pump station, seismic retrofit of an existing elevated tank, drilling and equipping of a new well, 10,000LF of 6-inch, 8-inch, and 12-inch water distribution main, and pertinent site improvements. Mr. Bustos was responsible for contract administration, review, and response to RFIs, submittals, and change order requests, oversight of material testing and inspection services, and served as the primary point of contact for the City.

Annual On-Call Construction Management and Inspection Services Contract, Liberty Utilities, Downey, CA. *Construction Manager/Designer.* Willdan has been providing public works observation services to Liberty Utilities (formerly Park Water Company) for over 25 years. In the past three years, Willdan has provided contract administration and inspection on over 26 water main projects involving installation of DIP and PVC water mains, fire hydrants, service meter change-outs, bridge construction with water line incorporated into the structure, reservoir rehabilitation, and wells.



EDUCATION

PhD, Geotechnical Engineering,

Georgia Institute of Technology Atlanta, GA

MS, Geotechnical Engineering, Georgia Institute of Technology, Atlanta, GA

BS, Civil Engineering, National Chiao Tung University, Taiwan

PROFESSIONAL CERTIFICATIONS

Geotechnical Engineer, California No. 3183

Civil Engineer, California No. 63238

25 YEARS OF EXPERIENCE

Chien-Chang Chen, PhD, PE, GE

Geotechnical Engineering Lead

Chien-Chang Chen specializes in developing foundation recommendations for the design and construction of pipelines, transportation, power supplies, residential development, schools, and commercial structures including the mitigation of soft ground and liquefaction by ground improvement. He offers leadership in the provision of geotechnical interpretation, analysis, the development of geotechnical solutions and design production, including project management and business development. Chien-Chang has worked on a wide variety of engineering projects in the United States, New Zealand, and Taiwan including as a geotechnical engineer for street improvements, street preservation, on-call engineering services, drain projects, design services, and inspections.

Relevant Project Experience

Mayfair High School STEAM Center, Bellflower Unified School District, Lakewood, CA. *Geotechnical Engineer.* Services consisted of geotechnical inspection and testing for soil compaction, and material testing and special inspection for erection of structural steel, structural steel welding, high strength bolting, concrete placement, CMU placement, concrete batch plant inspection, structural steel fab shop inspection, reinforcing steel fab shop tagging and sampling for testing. Tested concrete, masonry mortar and grout for compressive strength and concrete flatness testing on concrete slabs and decks to ensure concrete met the tolerance per the specs.

City Trunk Line South – Unit 6 (CTLS-6), Studio City, CA, Los Angeles Department of Water and Power (LADWP). *Project Engineer*. Performed geotechnical field investigation and prepared geotechnical baseline reports for the CTLS-6 project. The project involved relining the existing 51-inch inner diameter, riveted steel pipe with a carbon fiber-reinforced polymer (CFRP) lining, removal of the flow meter, and relocation of the flow control station using the cut-and-cover method. Our field investigation task involved drilling and sampling of 5 borings to 50 feet bgs along the pipeline alignment, laboratory testing on soil samples, preparation of geotechnical baseline reports, review of design drawings and specifications, and scheduling.

Century Trunk Line – Unit 1 (CTL-1), Inglewood, CA, Los Angeles Department of Water and Power (LADWP). *Project Engineer*. Performed technical review of shoring system designed by the Contractor and construction inspection for the CTL-1 project. The project involved the installation of approximately 9,700 lineal feet of 48-inch diameter, earthquake-resistant ductile-iron pipe using both cut-and-cover and tunneling methods.



EDUCATION

BA, Linguistics, University of Kansas, Lawrence, KS

Attorney Assistant Training Program, Litigation/ Corporations, University of California, Los Angeles, CA

30 YEARS OF EXPERIENCE

Jane Freij

Federal Labor Compliance Lead

Jane Freij is an experienced Labor Compliance Officer/Project Manager with a proven track record of profitability achieved through comprehensive and effective management of time and budget. Her key areas of expertise include state and federal labor law compliance, scheduling and budgeting, contract administration/negotiation, policy and procedure development, and legal writing/editing. Jane provides oversight of labor compliance monitoring services for local, county, state, and federally funded projects under the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the U.S. Department of Housing and Urban Development (HUD), and the U.S. Environmental Protection Agency (EPA). Jane has received specialized training in project reporting requirements and fraud detection and prevention procedures.

Jane's background includes developing and negotiating contracts, monitoring, and enforcing contractual compliance, risk management coordination, and managing a multi-state licensing project for an energy services subsidiary. She also possesses a strong legal background, having served as a paralegal and senior paralegal for real estate, land development, and contract law litigation attorneys.

Relevant Project Experience

County of Orange, City of Irvine, Orange County Great Park – Jane served as the *Labor Compliance Officer* for the $95,000,000 "Sport Park" portion of this private/public 1,300-acre development. She monitored prevailing wage and state labor requirements on behalf of BrightView Landscape Development, with approximately 35 subcontractors, reviewing documentation, interviewing workers, and preparing monthly compliance reports.

City of Long Beach – Jane currently serves as the *Labor Compliance Officer* for nearly two dozen public works projects for the City of Long Beach, including: Artesia Great Boulevard, Municipal Urban Stormwater Treatment (MUST) Facility construction, fire station improvements and repairs, Los Altos North Library HVAC replacement, and several citywide on-call contracts for emergency plumbing, concrete/slurry, and elevator maintenance.

City of Los Angeles – Jane has served since 2017 as the third-party *Labor Compliance Officer* for twelve major housing projects, both rehabilitation and new construction, in downtown Los Angeles valued at over $300 million. The projects are joint ventures between the City of Los Angeles and private developers. She provides oversight of dozens of subcontractors constructing the projects, serving as "Prime Approver" in the LCPtracker electronic payroll system, and providing Section 3, Local Hire, and Small Business Enterprise (SBE) enforcement services pursuant to the requirements of the City of Los Angeles, the State of California, and the U.S. Department of Housing and Urban Development (HUD).



EDUCATION

BS, Civil Engineering, University of Southern California, Los Angeles, California

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 56397

32 YEARS OF EXPERIENCE

Lani Alfonso, PE

Funding Administration Lead

Lani Alfonso is a Willdan Engineering city engineer with 32 years of experience in public works engineering and project management who combines excellent communication and management skills with analytical and technical qualifications.

Relevant Project Experience

Los Angeles County Department of Public Works, Alhambra, CA. *Principal Engineer*. Strategic Planning and Sustainability Office Present. Lead departmentwide initiatives to quantify and reduce greenhouse gas emissions from Public Works projects and operations, implement renewable energy projects, and create a strategy for delivering Public Works projects and services equitably.

Los Angeles County Department of Public Works, Alhambra, CA. *Principal Engineer.* Road Maintenance Division. As the District Engineer, oversaw operations and maintenance of road infrastructure in one of the five County Maintenance Districts including 1,200 lane miles of roadway, 300 miles of sidewalk, 40,000 parkway trees, and 30 landscape maintenance districts. Managed a team of nearly 100 engineers, contract monitors, administrative staff, and field personnel to deliver $30 million in pavement preservation, sidewalk, culvert, and guardrail repair, and tree trimming projects annually.

Los Angeles County Department of Public Works, Alhambra, CA. *Senior Civil Engineer.* Road Maintenance Division. As the Assistant District Engineer, provided support in managing the operations and maintenance of road infrastructure in one of five County Maintenance Districts, including coordination with various cities for street maintenance services, development of various mobile GIS-based inspection applications, and development of the County's urban forest program.

Los Angeles County Department of Public Works, Alhambra, CA. *Senior Civil Engineer*. Watershed Management Division. Managed a team of engineers responsible for planning drainage and stormwater quality projects in the San Gabriel River, Rio Hondo, and Dominguez Channel watersheds.

Los Angeles County Department of Public Works, Alhambra, CA. *Senior Civil Engineer*. Traffic and Lighting Division. Supervised two units of engineers responsible for evaluating traffic collisions on unincorporated County roads and reviewing traffic impact studies for all development projects in unincorporated County areas to ensure appropriate mitigation of traffic impacts resulting from the development.



EDUCATION

BS, Urban & Regional Planning, California State Polytechnic University, Pomona, CA

24 YEARS OF EXPERIENCE

Salvador Lopez Jr.

Environmental Lead

Salvador Lopez's planning experience spans all aspects of planning, including current, advanced, and environmental planning, as well as active transportation planning and housing and community development. Sal is highly experienced at managing multi-disciplinary teams in the development of policy and long-range planning documents for public agencies.

Relevant Project Experience

CDBG Program Administration, City of Temple City, CA. *Principal-in-Charge/Quality Assurance Manager* responsible for ensuring staffing resource availability and implementing quality assurance/control on a case-by-case project basis. Willdan is administering and implementing the Emergency Small Business Assistance Program funded by the CARES Act.

CDBG Program Administration, City of Torrance, CA. *Principal-in-Charge/Quality Assurance Manager* responsible for ensuring staffing resource availability and implementing quality assurance/control on a case-by-case project basis. Willdan is assisting with a special project involving a Los Angeles Urban County Community Development Block recipient to create and administer a CDBG-funded rental assistance program to alleviate the COVID19 rental housing crisis.

CDBG Program Administration, City of Moreno Valley, CA. *Principal-in-Charge/Quality Assurance Manager* responsible for ensuring staffing resource availability and implementing quality assurance/control on a case-by-case project basis. Willdan is assisting with the administration of HUD-funded programs such as Neighborhood Stabilization Program and HOME Investment Partnership Program – in particular, facilitating the NSP1 brant closeout process.

Contract Planning Services, City of Redlands, CA. *Project Manager* responsible for overall project management and oversight for interim staffing resources provided to the City. Staff planners assist with current planning and other planning activities.

On-Call CEQA/NEPA Planning Services, City of Claremont, CA. *Project Manager* responsible for overall project management and oversight for CEQA/NEPA documentation services necessary to implement the City's planned developments. Willdan's planning project managers prepare environmental documents pursuant to CEQA and NEPA and other environmental documentation or technical studies and assist with securing and complying with required regulatory permits. The range of environmental documents encompasses initial studies, negative/mitigated negative declarations, and environmental impact reports pursuant to CEQA, categorical exclusions, environmental assessments/findings of no significant impacts, and environmental impact statements pursuant to NEPA.



EDUCATION

BS, University of California, Irvine

AREAS OF EXPERTISE

Special District Annexations, Formations, and Administration

Parcel and Property-related Revenue Audits

Feasibility Studies

Proposition 218

32 YEARS OF EXPERIENCE

Jim McGuire

Assessment District Engineering Lead

Jim McGuire specializes in parcel and property-related revenue audits; district administration; and annexations/formations of various special districts, such as 1972 Act Landscaping and Lighting Districts, Fire Suppression Assessments, Community Facilities Districts, and Benefit Assessment Districts for streets and storm drain facilities, as well as Property and Business Improvement Districts. Mr. McGuire possesses three decades of special district experience, working with the public and local governments. His experience includes study sessions for staff and City Councils, along with facilitation and/or technical support for advisory committees and property owner workshops.

Mr. McGuire is one of Willdan's lead technical advisors for Proposition 218 assessment engineering evaluations, fiscal analyses, cost-recovery and allocation studies, and long-term strategic planning for capital improvement projects and maintenance districts.

Relevant Project Experience

City of South Gate, CA – Maintenance District No. 1 Assessment Engineering Services: Mr. McGuire is currently assisting the City with the development of revenue alternatives to ensure the District's future financial stability.

City of Hanford, CA – Assessment Engineering Services: As project manager, Mr. McGuire conducted a benefit assessment analysis of the City's 39 Landscape Maintenance Districts to ensure the assessment revenue generated by each district, including zones of benefit, properly covers associated costs at present and in the future. He continues to work with the City to strategically plan and implement modifications to the City's overall landscaping and lighting needs.

San Joaquin Area Flood Control Agency (Stockton, CA): Mr. McGuire has managed multiple projects for SJAFCA and is currently working on their Mossdale Tract Area Overlay Assessment District formation. The objective of this special district is to fund the construction and maintenance of new levees and/or levee improvements within the jurisdictional boundaries that directly impact portions of northern and central Stockton. This engagement includes a feasibility study and benefit analysis, as well as public outreach.

City of Yorba Linda, CA – Proposition 218 Engineering and Balloting Services: Mr. McGuire has provided assessment engineering services to the City since 2010, beginning with the feasibility study and benefit analysis specific to the total restructuring of the City's Street Lighting and Landscaping Maintenance Assessment District ("LMAD"). Since 2016/2017, he has assisted the City with 24 balloting projects for new or increased assessments.



EDUCATION

BS, Civil Engineering, Florida State University Tallahassee, FL

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 86877

ENV SP, Institute for Sustainable Infrastructure No.

12 YEARS OF EXPERIENCE

Ron Stein, PE, ENV SP

Civil Engineering

Ron Stein offers expertise as a project manager, civil engineer, and quality assurance plan reviewer for various municipalities. He has led land development engineering teams engaged in designing projects encompassing storm drains, grading, erosion control, street improvements, striping, traffic control, and utilities. Throughout the various design stages, Mr. Stein conducts meticulous quality assurance to ensure every submittal adheres to all local agency and client standards. He is highly skilled in development and review of hydrology/hydraulic calculations and reports, cost estimates, stormwater pollution and prevention plans, water quality management plans, and erosion and sediment control plans.

Mr. Stein possesses a strong background with a broad expanse of project types encompassing residential and commercial developments, healthcare facilities, universities, stadiums, solar farms, warehouses, and naval facilities. He brings valuable public works experience from his three years with the Florida Department of Transportation, where he rotated through every office of the department and acquired a strong, diverse technical foundation.

Relevant Project Experience

Affordable Housing and Sustainable Communities Program (AHSC), City of Ridgecrest, CA. *Civil and Drainage Lead.* Willdan is providing project management, preliminary engineering, design, and bidding assistance services for the upcoming Affordable Housing and Sustainable Communities Program (AHSC) Improvement projects. This project consists of landscape renovations (xeriscape) around the grass sump areas and areas adjacent to the Kerr McGee Center and City Hall Buildings. ADA accessibility upgrades. Upgrade existing Bus Stops to include Bus Shelter, Pedestrian travel path, and Bus Stop boarding area. Install Two Bus Shelters at existing bus stops. Construct curb, gutter, sidewalk, driveway approaches, and curb ramps to meet ADA standards. Street Lighting. Pedestrian Hybrid Beacon (Mid Block Crossing) Warrant Study and Signal Plans. Hot Mix Asphalt Paving. Evaluation of Channel Concrete Lining. Bike Lanes Gap Closure, Signing, and Striping (Require ROW acquisition). Bike Lanes Signing and Striping.

Aviation Boulevard Design, City of Inglewood, CA. *Project Manager*. Willdan is providing design services for Aviation Boulevard. The design includes roadway resurfacing, new curb and gutter, sidewalks, ADA curb ramps, driveways, traffic signal upgrades, streetlighting upgrades, landscaping, and Intelligent Transportation Systems (ITS) upgrades on Aviation Boulevard from Arbor Vitae to Manchester Boulevard.



EDUCATION

MS, Water Resources and Environmental Engineering, University of California, Los Angeles

BS, Civil and Environmental Engineering, University of California, Los Angeles

PROFESSIONAL CERTIFICATIONS

Engineer-in-Training, California No. 171555

4 YEARS OF EXPERIENCE

Camryn Lopez, EIT

Civil Engineering

Camryn Lopez is a Willdan Engineering technical aide with 4 years of experience.

Relevant Project Experience

HSIP Cycle 10 Grant Application, City of South Gate, CA. *Technical Aide II.* Willdan prepared Highway Safety Improvement Program (HSIP) Cycle 10 Grant Application.

Annual Resurfacing Project, City of Rolling Hills Estates, CA. *Technical Aide II.* Provide professional engineering services for design, bidding support, construction management and observation for the City's 2021-22 Annual Resurfacing Project.

Florence Avenue Street Improvement Project, City of Bell, CA. *Technical Aide II.* Provide professional engineering & design services for the preparation of plans, specifications, & estimates for the Florence Avenue Street Improvement Project FY 2020-21.

West Ward Phase 2, City of Ridgecrest, CA. *Technical Aide II.* Provided preliminary engineering, environmental clearance, PS&E preparation, bidding assistance, and federal funding administration for the City's federally-funded street improvement project on West Ward Avenue between N. Norma St. and N. Downs Street. The project includes roadway resurfacing and reconstruction for approximately 2,600 feet of West Ward Avenue within the City's right-of-way.

Street Improvement Project, City of Bell, CA. *Technical Aide II.* Provide professional engineering design services for the preparation of plans, specifications, and estimates (PS&E) for the Street Improvement Project FY 2020-21 (SB1).

Arterial & Minors - PH 1, City of Riverside, CA. *Technical Aide II.* Provide drafting support services to the City of Riverside for preparation of construction plan sheets for approximately 7.5 miles of roadway.

Citywide Street Rehabilitation Project – Overlay and Reconstruction, City of Pico Rivera, CA. *Technical Aide II.* Provide engineering design services, including preliminary engineering, surveying, and preparation of plans, specifications and estimates for assessment of the existing pavement conditions of identified streets, and provide recommendations for the Citywide Street Rehabilitation Project –Overlay and Reconstruction. Improvements for the project include pavement rehabilitation on various roadways segments; parkway improvements, such as reconstruction of existing damaged and uplifted concrete sidewalk, curb and gutter, and drive approaches.



EDUCATION

BS, Civil Engineering, California Polytechnic State University, Pomona

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 83179

Qualified SWPPP Developer and Practitioner, No. 25874

18 YEARS OF EXPERIENCE

Christpher Kelley, PE, QSD/P

Civil Engineering

Chris Kelley has more than 18 years of experience in civil engineering. He has provided city engineer, project management, CIP management and implementation, contract administration, supervision of public works inspectors and City staff, coordination of various agencies and consultants, plan check, and general engineering services to such Cities as Los Alamitos, Hawaiian Gardens, Cerritos, and El Monte on an as-needed basis. He has assisted the Cities on various projects, including implementing and administering the design and construction of various capital improvement projects, water quality representation; and permitting.

Relevant Project Experience

City of Los Alamitos, CA. Mr. Kelley currently serves as the *interim City Engineer* and provides the following services: general engineering oversight for CIP implementation, site plan and development reviews, ADA compliance, prepare City Council reports for funding of project and attend meetings, prepare Traffic Commission reports for various citywide traffic related items and attend meetings, coordinate preparation of plans and specifications, award of construction and consulting contracts, project construction, change orders, project funding of Measure M, SB-1, Gas Tax, CDBG, etc., coordination with OCTA, Caltrans, OC Sanitation District, address residents' complaints, traffic and curb marking requests, issue Public Works permits, perform inspections, etc. Worked on the following CIP projects: Los Alamitos FY 19/20 Street Improvement Project, $700,000. Work included grind and overlay streets, sidewalk, curb and gutter repairs, wheelchair ramp construction, striping, etc. Los Alamitos FY 20/21 Street Improvement Project, $1,7000,000. Work included grind and overlay streets, sidewalk, curb and gutter repairs, wheelchair ramp construction, striping, etc. Other CIP work includes misc. concrete repairs and street repairs, $200, 000. Manage various City owned facilities repair projects such as the City Hall generator, community center roof, and the City's pump station facility.

City of Rolling Hills Estates, A. Mr. Kelley acts as the *Special City Engineer* for the City of Rolling Hills Estates for various assignments. He manages the encroachment permits and inspections. Willdan Engineering provides design, construction management, and traffic engineering services to the City.

City of Manhattan Beach, CA. Mr. Kelley served the City as a *Project Manager* for a high profile mall renovation project and coordinated all disciplines such as civil, building and safety, planning, geotechnical, inspection and met weekly with development team representatives for project status and assignments.



23 YEARS OF EXPERIENCE

Bernardo Reyes

Civil Engineering

Bernardo Reyes is responsible for preparation of CADD drawings utilizing both MicroStation and AutoCad for public works project geometric plans and final plans, specifications, and. His experience includes design of street widening, street realignments, drainage facilities, sewer improvements, and waterline improvements. Mr. Reyes has 23 years of experience in computer aided drafting and design system operations as well as engineering software such as Civil 3d.

Relevant Project Experience

HSIP Cycle 11, City of Rolling Hills Estates, CA. *Civil Design*. Willdan is providing engineering services for Grant administration, design, bid and engineering support assistance, and limited project management for the 2024-25 annual resurfacing project. Willdan is also provig optional services of construction Managment and Observation

Police Department Station Parking, City of Pomona, CA. *Civil Design*. Willdan is providing engineering services for the rehabilitation of three parking lots serving the City of Pomona Police Department complex.Parking lot improvements will include: asphalt pavement rehabilitation; driveway and sidewalk repairs; parking lot signage and striping; perimeter fence upgrade and installation of an automated gate system at the 6th Street lot; installation of traffic signal loops where needed; incorporate Electric Vehicle (EV) charging stations per EV Building Code Design; and ADA improvements.

Glenoaks Boulevard at Arroyo Avenue Traffic Signal, City of San Fernando, CA. *Civil Design*.Willdan is providing engineering design services for the preparation of the design plans, specifications and estimate (PS&E) for the traffic signal and curb return modifications at the intersection of Glenoaks Boulevard and Arroyo Avenue.

Aviation Boulevard, City of Inglewood, CA. *Civil Design*. Willdan is providing design services for Aviation Boulevard. The design will include roadway resurfacing, new curb and gutter, sidewalks, ADA curb ramps, driveways, traffic signal upgrades, streetlighting upgrades, landscaping and Intelligent Transportation Systems (ITS) upgrades on Aviation Boulevard from Arbor Vitae to Manchester Boulevard.

Oakwood Avenue Chicane Improvements, City of La Cañada Flintridge, CA. *Civil Design.* Willdan is providing professional services for Oakwood Avenue Chicane Improvements project including preparation of design plans, survey, specifications, and estimates, utility coordination, and construction support services.



EDUCATION

BS, Civil Engineering, Montana State University

Graduate Course, Mathematics, Oregon State University

Graduate Course, Engineering Mechanics, Montana State University

PROFESSIONAL CERTIFICATIONS

Civil Engineer, Nevada No. 12379

Civil Engineer, Arizona, No. 55200

Certified Floodplain Manager, Association of State Floodplain Managers No. US-16-08884

30 YEARS OF EXPERIENCE

Chris Stone

Civil Engineering

Chris Stone possesses expertise in transportation and traffic engineering, street and roadway engineering, water and wastewater engineering, flood control hydrologic and hydraulic engineering, tract map and parcel mapping, grading, and structural engineering. He has participated in all technical aspects of projects, including preliminary engineering study and design; preparation of plans, specifications, and estimates; and peer review. His managerial experience includes client relations, project pursuit, proposal preparation, project technical and budgetary control, and invoicing.

Relevant Project Experience

Development Plan Review, City of North Las Vegas, NV. *Project Manager* responsible for providing review of development improvement plans, water network analyses, bond and fee estimates, technical drainage studies, and traffic impact studies, submitted by developers to the City of North Las Vegas for permitting. Documents are reviewed for conformance with the City of North Las Vegas Municipal Code, City standards and policies; CCRFCD standards; CCAUSD standards and specifications; UDACS standards; NDOT standards; and FEMA regulations. Reviews are conducted in electronic format using BlueBeam software. Comment letters are created which identify items requiring revision. Plan review comment letters and markups are coordinated with the City through its' web-based document sharing platform.

Improvement Plan Review, City of Henderson, NV. *Project Engineer* responsible for providing review of technical drainage studies, grading plans, and civil improvement plans submitted by developers to the City of Henderson for permitting. Documents are reviewed for conformance with the City of Henderson Municipal Code, standards, and policies; CCRFCD standards; CCAUSD standards and specifications; UDACS standards; NDOT standards; and FEMA regulations. Reviews are conducted on both hard copy and in electronic format using BlueBeam software. Review information is coordinated with the City through the DSC Online platform.

Technical Drainage Study and Improvement Plan Review, Clark County Department of PublicWorks, NV. *Project Engineer* responsible for the review of improvements proposed with new developments in jurisdictions throughout Clark County, NV. Projects typically included a technical drainage study, grading plans, and street plan/profile and storm drain plans. Drainage studies were reviewed for compliance with the standards of the agency, Clark County Regional Flood Control District, Federal Emergency Management Association, and the National Flood Insurance Program. Improvement plans were reviewed for compliance with the Uniform Standard Drawings for Public Works Construction Off-site Improvements, Clark County Area, Nevada (Blue Book Standards). Projects included single family residential homes, large tract subdivisions, casinos, Beltway segments, arterial roadways, detention basins, solar facilities, and storm drains.



EDUCATION

BS, Civil Engineering, Cal Poly Pomona

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 94393

Envision Sustainability Professional, Institute for Sustainable Infrastructure (ENV SP) No. 45380

19 YEARS OF EXPERIENCE

Matthew Crim,PE, ENV SP

Civil Engineering

Matthew Crim participates in infrastructure planning and the design and preparation of plans, specifications, and estimates of various types of public improvement projects including, but not limited to transportation, storm drainage, water and sewer facilities, and minor structures. He assists in the collection of engineering and survey data, the development of design and construction standards for public improvements, and the inspection of public works projects. He has designed curb ramps, driveways, parking lots, and street cross sections, and developed estimates for varying design projects. He has also designed and run models for vehicle movement down a proposed corridor. Mr. Crim has written specifications used in multiple cities for a variety of projects and applied standards to designs and to ensure things are to code throughout the design process. He has participated in the design of the master plans for sewage and storm drain systems, completing SWDR and SWPPP reports for multiple projects. He has analyzed watersheds and treatment methods for both existing and proposed conditions of pavement projects.

Relevant Project Experience

Affordable Housing and Sustainable Communities Program (AHSC), City of Ridgecrest, CA. *Project Manager*. Willdan is providing project management, preliminary engineering, design, and bidding assistance services for the upcoming Affordable Housing and Sustainable Communities Program (AHSC) Improvement projects. This project consists of landscape renovations (xeriscape) around the grass sump areas and areas adjacent to the Kerr McGee Center and City Hall Buildings. ADA accessibility upgrades. Upgrade existing Bus Stops to include Bus Shelter, Pedestrian travel path, and Bus Stop boarding area. Install Two Bus Shelters at existing bus stops. Construct curb, gutter, sidewalk, driveway approaches, and curb ramps to meet ADA standards. Street Lighting. Pedestrian Hybrid Beacon (Mid Block Crossing) Warrant Study and Signal Plans. Hot Mix Asphalt Paving. Evaluation of Channel Concrete Lining. Bike Lanes Gap Closure, Signing, and Striping (Require ROW acquisition). Bike Lanes Signing and Striping.

Franklin Avenue between Mahan Street and Downs Street, City of Ridgecrest, CA. *Project Manager*. Franklin Avenue between Mahan Street and Downs Street and include curb and gutter within the project limits City had $850,000 funded by the City's substandard streets fund and supplemental Measure V funds for this 0.5-mile project segment. The existing street was a desert mix (sand mixed with oil), and a full reconstruction of the project segment was proposed. The street vertical profile was adjusted to address drainage and large accumulation of sediment issues on Franklin. A new cross gutter was constructed on the east side of the Mahan/Franklin intersection. Willdan also proposed new curb, gutter, and sidewalk at all locations within this project limits.



EDUCATION
California State University, Los Angeles, Pasadena City College

PROFESSIONAL CERTIFICATIONS
Civil Engineer, California No. C68226

28 YEARS OF EXPERIENCE

Elias Saikaly, PE

Staff Augmentation

Elias Saikaly has over 28 years of experience in the public works/engineering field. He has provided project management, CIP management and implementation, contract administration, construction management, coordination of various agencies and consultants, and general engineering services to the Cities of South Gate and Lynwood. He assisted the City Engineer and the Director of Public Works on various projects, including implementing and administering the design and construction of various capital improvement projects.

Relevant Project Experience

City of South Gate, CA. Mr. Saikaly served as a *Project Manager* on several major construction projects. He has also provided general engineering oversight for CIP implementation, ADA compliance, prepared City Council staff reports, coordinated preparation of plans and specifications, awarding of construction and consulting contracts, project construction, change orders, project funding reimbursement of Measure R, M, SB-1, performed inspections. His experience at the City of South ate includes the following CIP projects:

- Firestone Boulevard Bridge Widening
- Police Department Wellness Center
- Long Beach Boulevard Improvement Project
- Garfield Avenue Complete Street Improvement Project
- Firestone Boulevard I-710 Southbound On Ramp

City of Lynwood, CA. As a *Senior Public Works Manager* with the City of Lynwood, Mr. Saikaly directed and provided administrative and technical oversight of activities and operations of the City's Public Works Department in budget preparation, Capital Improvement Program Division, Street Maintenance, Landscape Maintenance, Facilities Maintenance, Fleet Maintenance, Storm Water Management, Recycling and Used Motor Oil programs.

City of Lynwood, CA. As a *Capital Improvement Project Manager,* Mr. Saikaly designed and constructed a myriad of infrastructure projects including major arterial roads, residential streets, potable water supply lines, street lighting and other projects. Managed $12,000,000 capital improvement and operational budget.

City of Lynwood, CA. As a *Civil Engineering Assistant*, Mr. Saikaly served as a resident engineer on a construction of a 35.5-acre City park, designed plans for residential streets and prepared cost estimates, managed construction of 4000 feet storm drain pipes and catch basins, issue permits to residents and contractors, assisted residents in complaint resolution, and inspected street construction projects and paving application.



EDUCATION

Master of Arts in Public Administration, University of Southern California, Los Angeles, CA

BS, Civil Engineer, Old Dominion University, Norfolk, Virginia.

President of Chi Epsilon (Civil Engineering Honorary Society), Graduated Magna Cum Laude

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. C 46658

Professional Land Surveyor, California No. L 6794

37 YEARS OF EXPERIENCE

Charles D. Herbertson, PE, PLS

Staff Augmentation

Charles Herbertson is a Willdan Engineering city engineer with 37 years of experience. Mr. Herbertson has experience in all aspects of public works administration including budgeting, personnel administration, capital project planning and administration, maintenance operations and planning for facilities and streets, enterprise fund operations (water, sewer, refuse), energy management and greenhouse gas reduction, emergency planning and response, General Aviation airport operations, bicycle and pedestrian planning and program implementation, and rail and bus facility planning and engineering.

Relevant Project Experience

On-Call Engineering Services, City of South Gate, CA. We are currently providing Staff Augmentation for project management, providing project managers and senior engineers to manage and implant the City's CIP projects

Sam Schwartz Engineering, Los Angeles, CA. *Transportation Engineer Specialist*. Coordinated the preparation of proposals to submit to public agencies. Managed engineering studies for transportation facilities for several public agencies including San Jose and Huntington Beach. Conducted client outreach and marketing. Coordinated tracking prospective projects. Performed field reconnaissance for LAUSD electric bus study.

City of Culver City, CA. *Director of Public Works/City Engineer*. Direct operation of four divisions of the Public Works Department: Administration, Engineering, Environmental Programs and Operations (Including Refuse & Recycling) and Maintenance Operations. Led effort to negotiate a settlement agreement with Los Angeles World Airports (LAWA) regarding traffic impacts stemming from airport development. Led development of a Memorandum of Understanding to coordinate traffic system improvements with LAWA, Los Angeles Department of Transportation, Caltrans, and the City of Inglewood.

City of Hawthorne, CA. *Chief of General Services and Public Works/City Engineer*. Direct operation of three divisions of the Public Works Department: Engineering, Maintenance and Fleet. Oversee capital improvement program including bridge construction and major intersection widening, new Police Station, new Parks Building. Managed a project that resulted in the City being awarded a Helen Putnam Award from League of California Cities for brokering a solution to noise problems related to construction of the Metro Green Line Light Rail.



EDUCATION

MPA, California State University, Northridge

BS, Civil Engineering, California State University, Los Angeles

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. C051505

35 YEARS OF EXPERIENCE

Edwin "William" Galvez, PE

Staff Augmentation

William Galvez, PE has 35 years of experience in municipal public works, including project management, design, construction, inspection, surveying, staff management, and fieldwork. He is skilled in managing projects, staff, and programs; developing and administering municipal budgets; performing utility rate studies; preparing engineering and cost/revenue impact studies; and developing infrastructure and GIS management plans. Mr. Galvez has excellent collaboration skills and is adept at interfacing with local and State agencies, and is experienced in performing presentations to council, commissions, and community groups. He is fluent in the Spanish language.

Relevant Project Experience

On-Call Engineering Services, City of South Gate, CA. We are currently providing Staff Augmentation for project management, providing project managers and senior engineers to manage and implant the City's CIP projects

City of Santa Ana, CA. Responsible for the long-term financing, improvement, and maintenance of the City's infrastructure and the delivery of public service programs. Managed engineering department operations to ensure continuous quality services delivery. Administered a $50 million CIP program with 60 technical employees. Provided oversight to teams responsible for conceptual development, environmental studies, design, construction, and operation of capital work. Represented the City in civic and media events.

City of Baldwin Park, California. Served as the Public Works Director/City Engineer and was responsible for the long-term financing and maintenance of the City's infrastructure. Primary duties involved ensuring the successful delivery of projects and programs in alignment with the City Council's vision. Developed and administered an annual $12 million public works operating and capital budget and directed a staff of 31. Managed the engineering division, including capital design and construction, and administered the operation of field services, including streets and parks maintenance. Represented the City in media and civic events.

City of South Pasadena, California. Served as the Public Works Director/City Engineer and was responsible for a staff of 29 employees, and a public works budget of $14 million. Administered the City's infrastructure including water and sewer utility systems and service programs. Represented the City at a number of commissions and community events.

City of San Fernando, California. Served as the Public Works Director/Assistant Public Works Director and was responsible for the City's infrastructure, including streets, water, and sewer systems. Managed an engineering and field staff of 43. Administered capital project and program activities valued at $10 million. Represented the City in various civic events.



EDUCATION

MS, Sanitary/ Environmental Engineering

BS, Civil Engineering

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 44287

Water Treatment Plant Operator Grade 4

Water Distribution System Operator Grade 5

Sewer Collection System Operator Grade 45

35 YEARS OF EXPERIENCE

Ana Ananda, PE

Staff Augmentation

Ana Ananda possesses over 35 years of professional engineering and program management experience in public and private entities, managing millions of dollars in infrastructure. He has a high degree in planning, design, project management, construction management, and contract administration experience, as well as extensive experience with operation and maintenance of water, sewer, and recycled water systems. He possesses in-depth design and operations experience with street improvements, groundwater wells, pumping stations, water treatment plants and SCADA systems.

Relevant Project Experience

On-Call Engineering Services, City of South Gate, CA. We are currently providing Staff Augmentation for project management, providing project managers and senior engineers to manage and implant the City's CIP projects

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

Various Projects, City of South Gate, CA. *Contract Program Manager.* Mr. Ananda managed the City's Capital Improvement Program, including the design and construction of the Elizabeth Reservoir, Santa Fe Water Tower rehabilitation, watermains, booster pump station, well rehabilitations and new well construction, and Citywide Chlorination Systems Upgrade. He has overseen the design and provided peer review of the City's upcoming Urban Orchard Demonstration Project. He assisted operations in managing water quality issues of PFOA, VOCs, I&M, treatment, and regulations; represented the City in Regional Water Management meetings and managed regulatory issues of water quality and drought. He managed AMR/AMI meter replacement project (est. over $2mil), Water/Sewer Master Plan, and Standard Drawings and Specifications; assisted water and sewer staff with technical issues; managed RFPs, hiring consultants, managing consultant's task orders and reviewed all project schedules to ensure timely delivery.



EDUCATION

BS, Civil Engineering, Oregon State University, Corvallis, OR

MS, Transportation Engineering, Oregon State University, Corvallis, OR

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 33142

Traffic Engineer, California No. 1695

41 YEARS OF EXPERIENCE

Farhad Iranitalab, PE, TE

Traffic Engineering

Farhad Iranitalab possesses expertise in managing and directing projects involving geometric design, traffic signal design and operation, traffic impact and traffic flow/capacity analyses, signing and striping design, and street light design. His project experience encompasses initial planning through construction. Farhad served as City Traffic Engineer and Transportation Manager for the Cities of Fairfield, San Jose, Hayward, and Elk Grove and currently serves as the City Traffic Engineer for the Cities of Los Alamitos, La Cañada Flintridge, and Pico Rivera. His ability to assemble – and work closely with – the right project team empowers him to effectively manage simple and complex projects. His project management capabilities save time and expense for client projects.

Relevant Project Experience

Alondra Boulevard Capacity Enhanement Project Traffic Impact Analysis, City of Paramount, CA. *Quality Assurance Manager*. Willdan prepared a traffic study to assess the impact of an additional 3rd travel lane in each direction for Alondra Boulevard as part of the CEQA environmental clearance process. The analysis included a traffic collision analysis, intersection and segment LOS analysis, traffic data collection, left-turn pocket length analysis, and a VMT analysis.

Aviation Boulevard Improvement Project Traffic Analysis, City of Inglewood, CA. *Quality Assurance Manager*. Willdan prepared a HCM LOS analysis comparing the operating LOS for a roadway segment on Aviation Boulevard. The City was interested in performing a lane reduction to the roadway in either the northbound or southbound direction to allow space for bike lanes along Aviation Boulevard. Additionally, the crosswalks were analyzed to determine their utilization and provide recommendations on removal, if necessary. Pedestrian and vehicle volumes were collected and a collision analysis was prepared. Willdan calculated the volume/capacity ratio for two intersections under the two alternatives and made recommendations based on the analysis. Willdan also prepared the signing and striping plans based on our recommendations to be installed when the pavement was resurfaced.

French Camp Truck Facility Traffic Impact Analysis, County of San Joaquin, CA. *Traffic Engineer*. Willdan prepared a traffic impact analysis to evaluate the expansion of the French Camp Truck Terminal located at 25 E. French Camp Road. The analysis included field observations, traffic data collection, trip generation and distribution, segment and intersection LOS analysis, proposed mitigation measures, and a VMT analysis.



Nicolle Spann, PE, TE

Traffic Engineering

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 91787

Traffic Engineer, California No. 2933

Civil Engineer, New Mexico No.26862

Civil Engineer, Arizona No. 74660

9 YEARS OF EXPERIENCE

Nicolle Spann is a Senior Engineer with Willdan who specializes in traffic engineering investigations, transportation planning, and grant funding applications. She is knowledgeable in transportation engineering processes and their application to operating systems. Nicolle is experienced in traffic impact analyses, roadway safety studies, engineering and traffic surveys, traffic calming analysis, warrant analysis, preparing local road safety plans, signing, and striping design, and traffic signal design. She is well-versed in the understanding and applying guidelines set forth in the Highway Capacity Manual (HCM), a publication of the Transportation Research Board (TRB) of the National Academies of Sciences, Engineering, and Medicine in the United States, and the California Manual on Uniform Traffic Control Devices (CA MUTCD) – the standard for traffic signs, road surface markings, and traffic signals in the U.S. state of California.

Nicolle has vast experience in applying to and has been awarded $77M+ for client cities from federal, state, and local grant applications including the Highway Safety Improvement Program (HSIP), the Active Transportation Program (ATP), Metro Call for Projects, and Urban Greening. She stays up to date on upcoming grant programs and is proactive in understanding new grant opportunities.

Relevant Project Experience

Traffic Signal Analysis, City of Arcadia, CA. *Project Manager.* Willdan prepared a traffic study to optimize the intersection at Santa Anita Avenue at Colorado Boulevard in the City of Arcadia. Willdan collected turning movement counts and visited the site to observe the existing traffic operations. Using the data collected, Willdan used Synchro software to simulate different alternatives to improve the operation of the intersection. A report was prepared to summarize our findings and provide signing, striping, and traffic signal timing recommendations for the City to implement at the study intersection.

Alondra Boulevard Capacity Enhanement Project Traffic Impact Analysis, City of Paramount, CA. *Project Manager.* Willdan prepared a traffic study to assess the impact of an additional 3rd travel lane in each direction for Alondra Boulevard as part of the CEQA environmental clearance process. The analysis included a traffic collision analysis, intersection and segment LOS analysis, traffic data collection, left-turn pocket length analysis, and a VMT analysis.

French Camp Truck Facility Traffic Impact Analysis, County of San Joaquin, CA. *Traffic Analysis Support.* Willdan prepared a traffic impact analysis to evaluate the expansion of the French Camp Truck Terminal located at 25 E. French Camp Road. The analysis included field observations, traffic data collection, trip generation and distribution, segment and intersection LOS analysis, proposed mitigation measures, and a VMT analysis.



EDUCATION

BS, Civil Engineering, California Polytechnic State University, Pomona

PROFESSIONAL CERTIFICATIONS

Engineer-in-Training, California No. 153964

Envision Sustainability Professional No. 45402

9 YEARS OF EXPERIENCE

Kevin N. Custado, EIT, ENV SP

Traffic Engineering

Kevin Custado specializes in traffic engineering investigations and planning and is knowledgeable in highway engineering processes and their application to operating systems. He is experienced in geometric design of transportation projects, including alignment reconfiguration, quantity estimates, plan and profile generation using AASHTO and Caltrans design manuals, and coordinating with other disciplines.

Mr. Custado clearly conveys design intent in engineering drawings and specifications and has developed a thorough understanding of construction methods and issues that arise as engineering drawings and specifications are translated into the constructed product.

Relevant Project Experience

On-Call Traffic Engineering Services, County of San Joaquin, CA. Grant writer responsible for assisting with the preparation of grant funding applications for various grant programs including ATP, HSIP, and CMAQ. The grant applications included developing a compelling project narrative and preparation of maps, exhibits, cost estimates, and all supporting documentation.

On-Call Traffic Engineering Services, County of Napa, CA. Assistant Engineer responsible for providing technical support for traffic engineering services provided to the County of Napa. Tasks included the preparation of cost estimates and conceptual exhibits for HSIP grant funding applications, assisting with Engineering and Traffic Surveys to recertify speed limits, preparation of stop warrant analyses, and assisted in the preparation of cost estimates for the County's Local Roadway Safety Plan.

Citywide Crosswalk Upgrades and Improvements, City of Modesto, CA. Traffic Design Task Leader responsible for all traffic design required for the crosswalk upgrades and improvements at various locations. The three projects involved:

- Rectangular rapid flashing beacon system installations at Everett Elementary School's mid-block crosswalk on Mt. Vernon Drive between Stanley Court and Cheryl Lane and at Sylvan Elementary School's crosswalk at Rumble Road and Bay Lane along with ADA curb ramp improvements at the crosswalk.
- Rectangular rapid flashing beacon system installations at the Hetch-Hetchy Trail mid-block crossings at Tully Road and Prescott Road and traffic control device installations where the trail intersects with City streets
- Replacing in-roadway warning lights and LED enhanced signs with rectangular rapid flashing beacon systems at Rumble Road and Wales Street near Grace M. Davis High School and College Avenue and Morris Avenue, College Avenue and Terminal Avenue, and Coldwell Avenue and Campus Way near Modesto Junior College



EDUCATION

AA, Liberal Arts, Mount San Antonio College, Walnut

Post Certified Radar Operator, California State University, Fullerton

Rio Hondo Community College, Whittier

Extension Courses, Traffic Signal Equipment and Operations, University of California, Berkeley

Extension Courses, Construction Inspection for Traffic Signals and Highway Lighting Systems, University of California, Berkeley

31 YEARS OF EXPERIENCE

Robert Burch

Traffic Engineering

Robert Burch provides traffic design services for client cities, outside agencies, and California Department of Transportation (Caltrans) projects. Mr. Burch offers over 31 years of design and drafting experience. He has experience with both AutoCAD and MicroStation. Specifically, his experience relates to preparing plans, specifications, and estimates for traffic signals, signing and striping, street lighting, traffic control, and stage construction projects and utilizing Caltrans standards.

Relevant Project Experience

On-Call Traffic Engineering Services, County of Napa, CA. Senior Design Manager responsible for providing technical support for traffic engineering services provided to the County of Napa. Tasks included the preparation of cost estimates and conceptual exhibits for various grant funding applications and assisted in the preparation of cost estimates for the County's Local Roadway Safety Plan.

On-Call Traffic Engineering Services, City of Rancho Cordova, CA. Plan Check Engineer responsible for reviewing traffic signal, signing and striping, and street lighting plans for land development projects. Other responsibilities included reviewing traffic control plans for encroachment permit applications.

Public Works/Staff Augmentation, City of Elk Grove CA. Plan Check Engineer responsible for reviewing traffic signal and signing and striping plans for land development projects. Other responsibilities included reviewing traffic control plans for encroachment permit applications.

On-Call Traffic Engineering Services, City of Modesto, CA. Plan Check Engineer responsible for reviewing traffic control plans for city projects and encroachment permit applications.

Marks Avenue/Nees Avenue/Chestnut Avenue Overlay, City of Fresno, CA. Senior Design Manager. Willdan provided design of pavement overlay for Marks Avenue in the City of Fresno from Ashlan Avenue to Dakota Avenue. Willdan also prepared the plans, specifications, and estimates for improvements to the traffic signals and intersections at three locations. Roadway overlay projects generally consist of milling existing asphalt and replacing with new hot mix asphalt. Reconstruction of existing curb ramps to ADA compliant ramps and replacement of traffic signal loops will also be included in the scope.



EDUCATION

BS, Civil Engineering, California State University, Fullerton

PROFESSIONAL CERTIFICATIONS

Engineering-in-Training, California No. 162881

7 YEARS OF EXPERIENCE

Emilio J.Murga,EIT

Traffic Engineering

Emilio Murga is a Willdan Engineering assistant engineer with 6 years of experience. He has prepared plans for street projects and environmental and construction documentation. His significant contribution to engineering and traffic studies for numerous Southern California cities includes analysis of radar speed data, collision data, and average daily traffic to effectively update citywide speed limits.

Relevant Project Experience

Aviation Boulevard Improvement Project Traffic Analysis, City of Inglewood, CA. *Assistant Engineer*. Willdan prepared a HCM LOS analysis comparing the operating LOS for a roadway segment on Aviation Boulevard. The City was interested in performing a lane reduction to the roadway in either the northbound or southbound direction to allow space for bike lanes along Aviation Boulevard. Additionally, the crosswalks were analyzed to determine their utilization and provide recommendations on removal, if necessary. Pedestrian and vehicle volumes were collected and a collision analysis was prepared. Willdan calculated the volume/capacity ratio for two intersections under the two alternatives and made recommendations based on the analysis. Willdan also prepared the signing and striping plans based on our recommendations to be installed when the pavement was resurfaced.

Hillcrest Boulevard and Regent Street Traffic Analysis, City of Inglewood, CA. *Assistant Engineer.* Willdan completed an analysis of the HCM level of service comparing the operating LOS at the intersection of Hillcrest Boulevard and Regent Street with an all way stop verses a roundabout. Willdan used Synchro software to analyze the LOS and prepared a report summarizing the analysis and our conclusions.

French Camp Truck Facility Traffic Impact Analysis, County of San Joaquin, CA. *Assistant Engineer.* Willdan prepared a traffic impact analysis to evaluate the expansion of the French Camp Truck Terminal located at 25 E. French Camp Road. The analysis included field observations, traffic data collection, trip generation and distribution, segment and intersection LOS analysis, proposed mitigation measures, and a VMT analysis.

Bethany Road Religious Center Traffic Impact Analysis, County of San Joaquin, CA. *Assistant Engineer*. Willdan prepared a traffic impact analysis to evaluate the development of a new Religious Center at 12925 W. Bethany Road. The analysis included field observations, traffic data collection, trip generation and distribution, intersection LOS analysis, traffic signal warrant analysis, proposed mitigation measures, and a VMT analysis.



EDUCATION
BS, Civil Engineering, California State Polytechnic University, Pomona

PROFESSIONAL CERTIFICATIONS
Traffic Engineer, California No. 2219

25 YEARS OF EXPERIENCE

Minh Phan, TE

Traffic Engineering

Minh Phan specializes in traffic and transportation engineering and has a wide range of experience with all phases of the project cycle such as concept development, design, permitting, and construction. His project portfolio includes public infrastructure improvements, residential developments, and hospital, office, and retail buildings. He has coordinated with multiple cities, counties, and Caltrans.

Relevant Project Experience

Traffic Signal Safety Improvements HSIP Cycle 11, City of Paramount, CA. *Project Manager.* Willdan is providing traffic engineering design services for the preparation of plans, specifications, and estimates (PS&E) for traffic signal improvements including installation of upgraded signal hardware for 12" LED vehicle heads, back plates & mountings, LED lighting, and LED street name signs for 21 intersections throughtout the City of Paramount. Willdan is also providing grant funding administration services for the HSIP Cycle 11 grant funding.

Lakewood Boulevard Pedestrian and Signal Improvements, City of Downey, CA. *Traffic Engineering Design Lead.* Traffic signal upgrade improvements along Lakewood Blvd at Rosecrans Ave, Gardendale Street, Alameda Street, and 5th Street/Cecilia Street including replacing existing controller cabinet and BBS with new 332 cabinet with 2070 controller and new BBS in standalone cabinet, install video detection system, install new 12" LED vehicle heads, Ped Heads, PPB's, install new signal standard mast arm for new fully protected left-turn phasing.

HSIP Cycle 10 Funded Traffic Signal Safety Improvements at 12 Intersections, City of Lakewood, CA. *Project Manager.* Willdan provided traffic engineering design services for the preparation of plans, specifications, and estimates (PS&E) for traffic signal improvements including installation of advanced dilemma zone detection, upgrade of existing signal hardware for 12" LED vehicle heads, back plates & mountings, LED lighting, and new signal mast arm poles for 12 city intersections along Del Amo Boulevard, Paramount Boulevard, Centralia Street. Willdan is also providing grant funding administration services for the HSIP Cycle 11 grant funding.

Citywide Ped Crossing Improvements, La Canada Flintridge, CA. *Traffic Engineering Design Lead.* Willdan is providing services for the preparation of design plans, specifications, and estimates, Environmental, Utility, and Right-of-Way Certification, and grant funding administration services for the City's Highway Safety Improvement Project (HSIP) Cycle 10 Pedestrian Crossing Upgrades Project. The project implements countdown pedestrian signal heads, ADA pedestrian push buttons, and crosswalk enhancements including overhead flashing beacons, bulb-outs, pavement markings, and signage for the uncontrolled crosswalk at the intersection of Foothill Boulevard and Union Street.



EDUCATION
BS, Civil Engineering, California Polytechnic State University, Pomona

PROFESSIONAL CERTIFICATIONS
Doppler Traffic Radar Operation

25 YEARS OF EXPERIENCE

Reginald Greene

Traffic Engineering

Reggie Greene provides assistance in traffic design services for a variety of traffic engineering projects for client cities, outside agencies, and California Department of Transportation projects. He offers 17 years of traffic-related experience and has experience using AutoCAD, MicroStation, Synchro, HCS+, PC-Warrants, AGi32, and Crossroads Collision database. Additionally, Mr. Greene is familiar with Caltrans' Standard Plans and Specifications, Traffic Manual, Manual on Uniform Traffic Control Devices (MUTCD), California Manual on Uniform Traffic Control Devices (California MUTCD), Highway Design Manual, and California Vehicle Code.

Relevant Project Experience

Traffic Studies, Various Agencies, California. Transportation Designer. Responsible for conducting engineering and traffic surveys, speed and delay surveys, parking surveys, traffic volume counts, signal and stop sign warrants. Performed these surveys for:

- City of Burbank
- City of Costa Mesa
- City of Cudahy
- City of Culver City
- City of Dana Point
- City of Hawaiian Gardens
- City of Indian Wells
- City of Lake Forest
- City of Paramount
- City of Rosemead
- City of Tustin
- County of Los Angeles



EDUCATION

BS, Civil Engineering, California Polytechnic State University, Pomona

PROFESSIONAL CERTIFICATIONS

Envision Sustainability Professional No. 45531

4 YEARS OF EXPERIENCE

Bryan Cruz, ENV SP

Traffic Engineering

Bryan Cruz assists our engineering staff in the preparation of project documents for the planning, design, and construction of multi-modal transportation and related projects. He has participated in traffic engineering studies by conducting field surveys, counts, and delay studies; calculated cost and quantity estimates for projects; and has reviewed and modified plans using AutoCAD. In the field, Mr. Cruz has taken site photos, verified quantities, measured dimensions, identified discrepancies, and responded to inquiries. Mr. Cruz has provided grant funding support services for state and federal programs such as HSIP, ATP, and LRSP.

Relevant Project Experience

Engineering and Traffic Surveys

Willdan has prepared Engineering and Traffic (E&T) Surveys for various municipal agencies throughout California. The E&T reports contained radar speed survey studies, average daily traffic counts, collision data analysis, and field reviews of existing and not readily apparent conditions. The speed surveys documented the 85th percentile speeds, 50th percentile speeds, and average speeds as well as 10 mile per hour pace. The E&T Surveys complied with the current California Manual of Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 guidelines and as required by the California Vehicle Code Sections 627 and 40802. The final documents included existing and proposed speed recommendations. Mr. Cruz has assisted or performed Engineering and Traffic Surveys for the following municipalities:

- City of Covina – 77 Segments
- City of Downey – 36 Segments
- City of Inglewood – 76 segments
- City of Rancho Palos Verdes – 27 segments
- City of Rolling Hills – 8 segments
- City of Rolling Hills Estates – 24 segments
- City of Temecula – 53, 42, 43, 59, 40, 22, 44 segments

Highway Safety Improvement Program (HSIP) Applications, Multiple Agencies throughout California. Assistant Engineer who prepared grant applications for HSIP funding. Tasks included taking photos of the existing conditions of intersections and identifying any modifications that were needed. Researched reported collisions using SWITRS and TIMS. Created exhibits showing the proposed improvements that will help reduce the number of future collisions. Created a cost estimate to implement the proposed improvements.

Street Rehabilitation Project, City of El Monte, CA. Assistant Engineer who assisted in the preparation of signing and striping plans, specifications, and estimate. Tasks included a field review to evaluate existing conditions and ensuring the existing signage is up to standard. Inventoried quantities of all the existing loops that needed to be replaced due to the street rehabilitation project. Assisted with the design of a new proposed bike lane which consisted of adding all the necessary signing, striping, and pavement markings.



EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

PROFESSIONAL CERTIFICATIONS

Engineer-in-Training, CA No. 153964

Envision Sustainability Professional No. 45742

4 YEARS OF EXPERIENCE

Miguel Obregon, EIT, ENV SP

Traffic Engineering

Miguel Obregon supports Willdan's engineering teams on corridor enhancement, street improvement, citywide striping, Alta plan review, resurfacing, and parking projects. He has conducted field investigations; prepared cross-sections and alignment concepts; identified and assessed right-of-way and environmental impacts; prepared engineering estimates; solicited letters of support from stakeholders; and completed and submitted application forms on behalf of clients for state and federal funding programs. In addition to the project listed below, Mr. Obregon provided traffic engineering services to develop Phase I of the Stadium Traffic Management and Operation Plan in the City of Inglewood, which was undergoing rapid development of Hollywood Park with an 80,000-seat NFL stadium and close to a million square feet of mixed used development.

Relevant Project Experience

Traffic Signal Safety Improvements HSIP Cycle 11, City of Paramount, CA. *Assistant Engineer.* Willdan is providing traffic engineering design services for the preparation of plans, specifications, and estimates (PS&E) for traffic signal improvements including installation of upgraded signal hardware for 12" LED vehicle heads, back plates & mountings, LED lighting, and LED street name signs for 21 intersections throughtout the City of Paramount. Willdan is also providing grant funding administration services for the HSIP Cycle 11 grant funding.

Lakewood Boulevard Pedestrian and Signal Improvements, City of Downey, CA. *Assistant Engineer.* Traffic signal upgrade improvements along Lakewood Blvd at Rosecrans Ave, Gardendale Street, Alameda Street, and 5th Street/Cecilia Street including replacing existing controller cabinet and BBS with new 332 cabinet with 2070 controller and new BBS in standalone cabinet, install video detection system, install new 12" LED vehicle heads, Ped Heads, PPB's, install new signal standard mast arm for new fully protected left-turn phasing.

Rancho Prvidencia Neighbourhood Protection Plan (NPP), City of Burbank, CA. *Assistant Engineer*. Willdan assisted the City of Burbank with analyzing and updating the Rancho Providencia Neighborhood Protection Plan (NPP). The City previously implemented a NPP in 2001 and the development of a Raising Cane's restaurant has caused concerns for the Rancho Providencia Neighborhood. As such, Willdan evaluated and analyzed the NPP to determine the effectiveness of the NPP and recommend any necessary improvements. Traffic data was gathered to assist in determining the travel patterns entering/exiting the Neighborhood.

Mid-Block Pedestrian Traffic Signals, City of La Cañada Flintridge, CA. *Assistant Engineer.* Willdan is providing engineering design services for the preparation of plans, specifications, and estimates (PS&E) of two (2) new mid-block pedestrian traffic Signals on Foothill Blvd at Memorial Park Pedestrian Crosswalk and at Descanso Drive Trail Crossing. Willdan is also providing utility coordination, spread foundation design, and Caltrans coordination.



EDUCATION

BS, Civil Engineering, California Polytechnic State University, Pomona

PROFESSIONAL CERTIFICATIONS

Engineer-in-Training, California No. 178108

Envision Sustainability Professional No. 45543

6 YEARS OF EXPERIENCE

Maryanne Truong, EIT, ENV SP

Traffic Engineering

Maryanne Truong has served as an Assistant Engineer and is involved with the preparation of plans, specifications and estimates for various type traffic engineering and transportation planning project such as traffic signal design, street lighting, signing and striping. Ms. Truong has experience using AutoCAD, and is familiar with Caltrans' Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (California MUTCD), Highway Design Manual, and California Vehicle Code.

Relevant Project Experience

Eastern Avenue Improvements, City of Bell, CA. *Assistant Engineer*. Willdan is providing profession engineering design services for the preparation of plans, specifications and estimate for the MTA's Call for Projects Proposition C and Measure R program to make capacity and operational changes on Eastern Avenue between Bandini Boulevard and Rickenbacker Road to reduce congestion, mitigate air pollution, improve pedestrian and transit-commuter rider experiences at bus stops and street crossings.

Arterial Street Resurfacing, City of Paramount, CA. *Assistant Engineer*. The Paramount Boulevard project consists of approximately 2,700 lineal feet street improvements, cold milling, rubberized asphalt overlay, installation of curb ramps, sign and pavement legend replacements. and miscellaneous concrete repairs

Traffic Signal Modifications at Amar Road and Willow Avenue, City of La Puente, CA. *Assistant Engineer*. Willdan is providing professional traffic engineering and design services for the preparation of plans, specifications, and estimates for the modification of the traffic signal at the intersection of Amar Road and Willow Avenue.

Resurfacing Project FY 2019, City of Rolling Hills Estates, CA. *Assistant Engineer*. Willdan provided engineering services for design, bidding, and construction management and observation of the annual resurfacing project. The project includes resurfacing of Palos Verdes Drive North between Rolling Hills Road to East City Limit and the Rolling Hills Parking Lot and Portuguese Bend which is the entrance to the gate in Rolling Hills. The project was set up with two bid schedules to break up the work being performed within the City of Rolling Hills Estates limits and the City of Rolling Hills limits. The services included preparation of plans, specifications and estimate, utility coordination, advertising and bidding, construction management and observation, and material testing.



Wes Pringle, PE

Traffic Engineering

EDUCATION

BS, Civil Engineering, California Polytechnic University, Pomona, California

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 56856

Certified Building Plans Examiner, California No. 10072182

Transportation Engineer, City of Los Angeles Department of Transportation

33 YEARS OF EXPERIENCE

Wes Pringle has over 33 years of experience as a Transportation Engineer for the City of Los Angeles, where he worked with the Bureau of Engineering on implementing the current street standards and the adopted Mobility Plan. He also worked with development projects in establishing Transportation Demand Management strategies that improve the pedestrian, transit, and biking experience in the City. Mr. Pringle represented LADOT at City Planning Subdivision Public Hearings and Community Meetings and reviewed access and circulation plans for building permit applications, parcel maps, and tract maps. He also developed a traffic modeling report for the western region of the City of Los Angeles, the Western Transportation Studies District. Mr. Pringle is a Member of the Institute of Transportation Engineers (ITE), a guest lecturer of Transportation Engineering at the University of Southern California, and an Editor of ITE's Expert Witness Council Newsletter.

Relevant Project Experience

Traffic Signal Warrant Study for Paramount Blvd at Maxine St, City of Pico Rivera, CA. *Project Manager.* Willdan prepared a traffic signal warrant study for the intersection of Paramount Blvd and Maxine St to determine if a new traffic signal is warranted for installation. The location did not meet traffic signal warrants, so Willdan recommended improvements to enhance safety at the intersection.

All Way Stop Warrant Analysis, City of Bell, CA. *Quality Assurance Manager.* Willdan provided traffic engineering services for the preparation of All-Way Stop Warrant Studies at various locations throughout the City of Bell. The analysis included field reviews, data collection, collision analysis, traffic volume analysis, and a minor street delay study.

Traffic Engineering Services, City of Lakewood, CA. *Traffic Studies Task Manager.* Willdan is providing on-call City Traffic Engineering services to the City of Lakewood. Typical tasks include traffic analysis and evaluation of resident complaints of speeding, cut-through traffic, reckless driving, frequent collision history, traffic congestion, and signal timing.

Uncontrolled Marked Crosswalk Analysis, City of Lakewood, CA. *Traffic Engineer.* The City of Lakewood requested an analysis of uncontrolled marked crosswalks throughout the City. The analysis included 28 uncontrolled marked crosswalks on major arterials, collectors, and local roadways. Willdan gathered 24-hour and peak period turning movement counts at each location. Willdan also analyzed reported collision histories. Willdan conducted field reviews of the 28 locations gathering existing conditions information including roadway widths, striping, signing, curb markings, etc. The information gathered was used to determine what additional traffic controls - pavement markings, signs, flashing beacons, Stop controls, traffic signals, etc. - might be necessary to address conditions with respect to maintenance needs or CA MUTCD standards. This project was conducted in 2 Phases: Phase 1 - Data Collection; Phase 2 - Analysis.



EDUCATION

BS, Landscape Architecture, California Polytechnic State University, Pomona

PROFESSIONAL CERTIFICATIONS

Landscape Architect, California No. 4967

26 YEARS OF EXPERIENCE

Bryan Nguyen, RLA

Landscape Architecture

Bryan Nguyen has over 26 years of landscape architecture and graphic design experience. Bryan's experience includes the development of conceptual landscape plans with extensive graphic vignettes such as photographic before and after simulations, and the preparation of construction documents. Bryan is proficient in AutoCAD, MicroStation, SketchUp Pro, LandFX, and Adobe Photoshop. Other duties include preparation of irrigation water and landscape management specification documents and performing agency contract landscape plan checker.

Relevant Project Experience

On-Call Design Services, City of Elk Grove, CA. *Task manager* responsible for various landscape architectural services to accommodate the city's capital improvement projects. A recent project was a sound wall constructed along a city artery paralleled to CA-99. The sound wall replaced the backyard fences installed by the residents of multi- color, materials, and designs. This new decorative sound wall significantly improved the aesthetic of the arterial highway frontage. As a part of outreach and selection of design alternatives, Willdan staff met and consulted with local residents and the City's Art Advisory Council prior to finalizing the artful design.

West Santa Ana Bicycle and Pedestrian Trail, Phase IV, City of Paramount, CA. The project will provide design and construction support for the West Santa Ana Bicycle and Pedestrian Trail, Phase IV from Garfield Avenue to the existing Los Angeles River Trail along the County Flood Control Channel. Improvements will include a Class 1 bicycle and pedestrian trail, two short term parking lots, landscape and irrigation, signage and striping, trail and parking lot lighting, and drainage infiltration system.

La Puente Community Park, City of La Puente, CA. The improvements to the 27-acre La Puente City Park consisted of the following key elements splash area, themed playground, skate park, basketball courts, fitness pathway, fitness area amphitheater, fitness building, restroom enhancements, sewer improvements, football/softball field(s), soccer fields, and event pavilions.

Urban Greening Bicycle Trail, City of Lynwood, CA. *Landscape Architecture Task Manager* responsible for providing and overseeing all landscape and irrigation design required to develop a sustainable, integrated, and efficient design for a bicycle trail within the community consistent with the City's year-round recreational programs. The $2.85 million, 1.2-mile project improvements are being designed to meet the City's general plan objectives and incorporate landscaping and decorative/commemorative points-ofinterest along the trail. The ultimate bicycle path will provide safe connectivity between parks, bus and light rail transit stops, city hall, and other City attractions and shopping areas.



EDUCATION

BS, Landscape Architecture, California Polytechnic University, Pomona

PROFESSIONAL CERTIFICATIONS

Landscape Architect, California No. 6534

22 YEARS OF EXPERIENCE

Carlos Espinoza, RLA

Landscape Architecture

Carlos Espinoza is an experienced landscape architect. Carlos has been involved in the preparation of planting, irrigation, and hardscape construction documents for county and municipal entities, large commercial sites, and custom built residential. He prepares documents including site inventories documenting existing conditions. Carlos managed and executed planting selection, and coordinated with nurseries for plant availability, and allocation of planting material per availability. He observed the planting process to ensure accurate onsite installation per specifications. He coordinated with outside consultants on multiple aspects of projects, including structural engineers and civil engineers to ensure the timely completion of landscape projects. Carlos performed pre-construction and post-construction site visits to ensure that landscape plans, specifications and details are followed. He prepared cost estimation documents. He is proficient in ArcGIS 9.2, AutoCAD, MS Office Suite, Adobe Photoshop, and Sketch-Up software. Carlos is fluent in the Spanish language, both written and spoken.

Relevant Project Experience

La Puente Park Concept, City of La Puente, CA. *Professional design* services for conceptual layout of Park Improvements at La Puente Park. The improvements to the 27-acre La Puente City Park consisted of the following key elements splash area, themed playground, skate park, basketball courts, fitness pathway, fitness area amphitheater, fitness building, restroom enhancements, sewer improvements, football/softball field(s), soccer fields, and event pavilions.

Paramount Boulevard Turf Replacement Project, City of Lakewood, CA. *Asst. Landscape Architect.* Willdan will be involved with the renovation of existing landscaped medians on Paramount Boulevard, approximately 2 miles. The turf and trees in the medians are being replaced with drought adaptive landscaping as part of the California water reduction mandates. Scope of work includes preparation of concepts, construction drawings, bid assistance, and construction management and inspections.

Centinela Avenue HSIP Cycle 8 Improvement Project, City of Inglewood, CA. *Asst. Landscape Architect.* Willdan will provide professional engineering design services for the Highway Safety Improvement Project (HSIP) – Cycle 8. The City received funding from HSIP Cycle 8 for the construction of raised landscaped median islands on Centinela Avenue between La Cienega Boulevard and La Brea Avenue. Other project improvements include the installation of protected left turn phasing at three (3) signalized intersections along Centinela Avenue. The HSIP improvement project will be designed concurrently with the City's Centinela Avenue resurfacing project and will be packaged together as a single project for construction advertisement. Although both projects will be bid together as one bid package separate bid schedules will be prepared for federally funded and non-federally funded components of the project.



EDUCATION

BS, Landscape Architecture, California Polytechnic University, Pomona

AS, Arts, Golden West College

PROFESSIONAL CERTIFICATIONS

Contractors State License Board No. 1083637

Landscaping Contractor/Tree Service Contractor C-27 / C-61 / D-49

11 YEARS OF EXPERIENCE

Juan Vergara

Landscape Architecture

Juan Vergara is a talented landscape designer with excellent customer relations and planning abilities. Proficient in manual and computer-aided drafting, contract negotiation and administrative leadership. Operates equipment safely and effectively to care for trees, lawns, and shrubbery. Committed to worksite safety and client satisfaction. Organized and successful at managing multiple priorities with a positive attitude.

Relevant Project Experience

Landscape Inspection Services, Cities of Rancho Palos Verdes, Fillmore, Banning and Sierra Madre, CA. *Landscape designer* providing landscape inspection services for improvements within the public right-ofway for streetscapes, commercial, residential, and industrial projects. The inspections include various stages of the project from pre-construction coordination through the final punch list sign-off. The inspections are observed for compliance with the City's Water Efficient Landscape Ordinance as well as other City ordinances regarding tree ratio quantities, shading in parking lots, and other site-specific landscape guidelines. The inspections involved include installation for site amenities, irrigation, and plantings.

Urban Green Bicycle Trail, City of Lynwood, CA. *Landscape designer* responsible for assisting in the preparation of conceptual drawings and final construction documents. Willdan designed a sustainable, integrated, and efficient design for the bicycle trail within the community that meet its general plan objectives, contains landscaping and decorative/ commemorative points of interest along the trail, and are consistent with the City's year-round recreational programs open for all community citizens. The City of Lynwood was awarded a grant by the State of California Natural Resources Agency in the amount of $2,853,000 for the construction of Lynwood Urban Bicycle Trail Project. The project is in the undeveloped Caltrans's excess land adjacent to I-105 Freeway between Atlantic Avenue and Birch Street and will feature drought-tolerant planting, lighting for safety and visibility, including permeable pavers and bioswale to reduce storm water runoff. The project will construct 1.2 miles of bicycle trail along Caltrans right-of-way.

West Santa Ana Bicycle and Pedestrian Trail, Phase IV, City of Paramount, CA. *Landscape designer* responsible for design and construction support for the West Santa Ana Bicycle and Pedestrian Trail, Phase IV from Garfield Avenue to the existing Los Angeles River Trail along the County Flood Control Channel. Improvements will include a Class 1 bicycle and pedestrian trail, two short term parking lots, landscape and irrigation, signage and striping, trail and parking lot lighting, and drainage infiltration system.



EDUCATION

BS, Cartography, Boston University, Boston

Civil Engineering and Land Surveying Classes, California State University, Long Beach

PROFESSIONAL CERTIFICATIONS

Land Surveyor, California No. 5301

42 YEARS OF EXPERIENCE

David O. Knell, PLS

Survey/Mapping

David Knell has a wide range of experience preparing and checking subdivision maps. As a contract map checker for the Cities of Agoura Hills, Dana Point, Lake Forest, Bell Gardens, Paramount, and Cerritos and as a surveyor in private practice, Mr. Knell has been involved in preparing and checking numerous parcel maps and tract maps, ALTA surveys, records-of-survey, lot line adjustments, parcel map waivers, certificates of compliance, and boundary determination. He is responsible for preparing legal descriptions and sketches for a wide range of easements involving utilities, air space reservations, and construction projects. Mr. Knell works with major utilities and title companies in determining easements and correcting defective legal descriptions. His experience includes supervising field crews, overseeing an office staff dealing with various survey projects, and extensive experience with local, state, and federal agencies.

Relevant Project Experience

Survey Map Checking, County of Marin, CA. *Surveyor*. Willdan has provided professional land surveying map checking services for Records of Survey for the County of Marin since April 2017 and will continue until at least February 2023 when our current contract expires. Our checking group, consisting of 3 Licensed Land Surveyors, reviews between 100 and 150 maps a year, depending on the number being submitted to the county. We have completely eliminated the backlog of 250 maps which existed when we first began working for the Marin County Department of Public Works in 2017. Currently, our turnaround time from 1st Submittal through 1st Check is less than the 90 days mandated by the Professional Land Surveyors' Act.

Land Development and County Surveyor Services, County of Madera, CA. *Surveyor*. Provides survey and map check support in review and approval of improvement plans, final and parcel maps, records-of-survey, corner records, right-of-way engineering, construction staking, and legal descriptions.

Development Engineering Division Staffing, City of Rancho Cordova, CA. David has performed surveying and map checking services in support of Willdan's plan check and associated management services, including application status, review efforts, and communication with land development representatives.

City Surveyor Services and Various Survey Projects, City of La Cañada Flintridge, CA. *Surveyor*. Willdan provides City Surveyor service (checking of all submitted maps and easements) as well as performing various topographic surveys for sidewalks which was part of a Safe Route to School Project. When the City embarked on its city-wide survey project, Willdan provided aerial survey and cross-sectional topography. We prepared 350 permanent and temporary easement documents (front sheet, legal description, and plat). Our survey crews constructed staked a major portion of the project. We worked closely with the City on its Town Center project, which entailed our review of the parcel map which included dedications and a large number of street vacations and public easements.



EDUCATION

Civil & Map Drafting, Central New Mexico Community College (formerly Albuquerque Technical–Vocational Institute), Albuquerque, NM

PROFESSIONAL CERTIFICATIONS

Land Surveyor, California No. 9455

40 YEARS OF EXPERIENCE

David Krommenhoek, PLS

Survey/Mapping

David Krommenhoek is a Willdan Engineering surveying & mapping supervisor with 37 years of experience. Mr. Krommenhoek is experienced in all aspects of surveying and mapping spanning 37 years with emphases in parcel maps, lot line adjustments, parcel mergers, certificates of compliance, and customer service.

Relevant Project Experience

Survey Map Checking, County of Marin, CA. *Map Checker/Surveyor*. Willdan provides professional land surveying map checking services for Records of Survey for the County of Marin since April and will continue to do so until their backlog of approximately 100 Records of Surveys is down to a manageable level.

Survey and Map Check Services, City of Inglewood, CA. *Map Checker*. Willdan provided map checking and legal description checking for the City of Inglewood's engineering department. Through the on-call services contract, Willdan provided technical reviews of parcel maps, tract maps, lot line adjustment certificates of compliance, and lot mergers. Willdan was heavily involved in checking various items for the Stadium project.

Plan Check Services, City of San Bernardino, CA. *Surveyor/Map Checker*. Willdan reviews private developer projects spanning both on-site and off-site improvements. Review services cover final parcel and tract maps, lot line adjustments, grading and erosion control plans, storm drain plans, hydrology, water and sewer improvement plans, street improvement plans, signing and striping plans, traffic signal plans, stormwater pollution prevention plans (SWPPP), and water quality management plans (WQMP).

On-Call Engineering Services, City of Big Bear Lake, CA. *Surveyor/Map Checker*. Willdan reviews records of survey for the City of Big Bear Lake, providing on-call services for map checking and the preparation of legal descriptions for road widenings, hiking trails, and public utilities.

On-Call Plan Checking Services, City of Rialto, CA. *Map and Plan Checker*. Willdan provides the City of Rialto with on-call plan checking services on engineering plans and studies that are submitted for review by the development community



EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

24 YEARS OF EXPERIENCE

Susana C. Barrientos

Survey/Mapping

As a Senior Survey Analyst in the Surveying and Mapping Division at Willdan, **Susy Barrientos'** duties include CAD drafting for various projects, including right-of-way drawings, subdivision maps, and other survey related drawings. Parcel maps, tract maps, and surveys are some of the other items she has worked on.

Ms. Barrientos previously worked in the Civil Design Division where her duties included assisting in the preparation of plans, specifications, and estimates for public works projects, as well as the preparation of geometric plans, project reports, and project study reports. She is proficient with software such as MicroStation and AutoCAD computer-aided drafting programs. Ms. Barrientos is bilingual, fluent in the Spanish language.

Relevant Project Experience

Water Main CIP 689, City of South Gate, CA. *Survey Analyst*. The water mainline replacement project includes, but not limited to, the installation of new water main with ductile iron, removal and replacement of water laterals, fire hydrants, water meters, and isolation valves. Services to be provided include contract administration, construction observation/inspection, concrete testing, utility coordination, labor compliance, traffic engineering support, geotechnical and material testing services, and project close-out services.

HSIP Cycle 11, City of Rolling Hills Estates, CA. *Survey Analyst*. Willdan is providing engineering services for Grant administration, design, bid and engineering support assistance, and limited project management for the 2024-25 annual resurfacing project. Willdan is also providing optional services of construction Managment and Observation (Deep Valley Drive and Drybank Drive).

Inyo Street Storm Drain and Drywell Improvements, City of La Puente, CA. *Survey Analyst.* Willdan is providing engineering services for preparation of plans, specifications, and estimate (PS&E) for the Inyo Street Storm Drain and Drywell Improvements. The project improvements include curb opening catch basins, storm drain main line, and a torrent dry well to connect to the existing city owned storm drain system.

Robertson Boulevard Bike/Bus Lanes Project, City of Culver City, CA. *Survey Analyst*. Willdan is providing traffic engineering design services to City of Culver City for the preparation of plans, specifications, and construction estimates (PS&E) for the Robertson Blvd Bike/Bus Lanes Project. The project intends to construct a Class IV separated bikeway and a bus only lane along Robertson Blvd between Venice Blvd and Washington Blvd, approximately 1,100 feet in length. The project also includes bus boarding islands (up to 4), and street furniture & planters (up to 5) as additional pedestrian enhancement elements.



EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

Drafting Certificate, Santa Ana College, Santa Ana, California

PROFESSIONAL CERTIFICATIONS

Engineer-in-Training, California No. 112670

Qualified SWPPP Practitioner #20960

Certified Erosion Sediment and Storm Water Inspector

26 YEARS OF EXPERIENCE

Saul Martinez, EIT, QSP, CESSWI

Construction Management and Inspeciton

Saul Martinez possesses extensive expertise in the public works/engineering field. He has provided project and capital improvement program management and implemented plan reviews, design engineering, contract administration, construction management, coordinated various agencies and consultants, and general engineering services. Mr. Martinez has assisted cities on various projects, including implementing and administering design and construction of various capital improvement projects such as street rehabilitation, street improvements, irrigation systems, street lighting, water reservoir, water improvement, storm drain, and sewer improvements. He possesses excellent verbal and written communication skills and is fluent in Spanish.

Relevant Project Experience

East Bishop Drive Storm Drain Improvements, City of La Habra, CA. *Construction Manager*. Willdan provided construction management and public works inspection services for this project which included replacement of an existing open channel with approximately 570 feet of RCP storm drain, water realignments, street pavement reconstruction, curb, gutter, sidewalk, and driveway reconstruction.

Holbrook Palmer Park Access and Circulation Improvements Project No. 56083, City of Atherton, CA. *Construction Manager*. Willdan provided construction management and inspection on this renovation project to the Holbrook-Palmer Park, including demolition, clear and grub, earthwork, grading, site drainage, AC pathway, decomposed granite pathway, fencing entry improvements, paver plaza, site drainage, site furnishings, raised crosswalk, ADA ramp, irrigation, landscaping, and road improvements.

Residential Resurfacing Project 2021, City of Azusa, CA. *Construction Manager*. Willdan provided construction management and inspection for the City's street resurfacing project. The City's Project included traffic control, cold milling, asphalt concrete overlay, asphalt concrete dig-outs, curb ramps, adjustments of survey monuments, manholes and valve covers to grade, installation of loop detectors, pavement striping, markings and markers and other miscellaneous improvements.

Country Hills Water Project, City of Brea, CA. *Construction Manager.* This project encompassed water system and street rehabilitation/reconstruction improvements in the Country Hills area in the City of Brea. Willdan provided construction management and inspection services for the project.

Butterfly Park Renovation Project, City of Bellflower, CA. *Construction Manager*. Willdan provided construction management and public works inspection to the Bellflower Butterfly Park renovation project, which included permeable surfaces, bioswale, walking path, benches, native plant vegetation that attracts butterflies, butterfly shaped paving, and signage.



EDUCATION

Bachelor of Arts & Sciences, Psychology, California State Polytechnic University, Pomona

11 YEARS OF EXPERIENCE

C. Matthew Villegas

Construction Management and Inspection

Matthew Villegas is an experienced public works inspector/electrical inspector with extensive background in installation and repair of lighting, including park, recreational center, airport and runway lighting, installation of traffic signals, ramp meters, count stations, CCTV systems, pump stations, and fiber optics for the public and private sectors. In addition, he has extensive knowledge of asphalt overlay, trench repairs, utility installation, concrete repairs, and other appurtenant work. He has excellent leadership skills and is adept at overseeing projects and supervising teams. He possesses excellent critical thinking, problem solving, leadership, time management, and communication skills. He is proficient in Excel, Word, Outlook, Oracle, and Salesforce.

Relevant Project Experience

Regional Bikeway Project CIP No. 21280 Federal Project No. ATPL-5351(032), City of Pico Rivera, CA. *Construction Manager*. Willdan Engineering is providing Construction Management and Public Works inspection services on this project, which consists of construction of a 1.1-mile-long Class IV bike lane along Mines Avenue from Paramount Boulevard to the San Gabriel River. Additional improvements along Mines Avenue include construction of bio-swales and planting of drought tolerant landscaping, sidewalk and ADA improvements, pavement reconstruction, and signal modifications at the intersections of Paramount Boulevard at Mines Avenue and Rosemead Boulevard at Mines Avenue. Construction cost is approximately $6.5 million.

Beverly Boulevard and San Gabriel River Parkway Medians Project, City of Pico Rivera, CA. *Construction Manager*. Willdan Engineering is providing Construction Management services for this project, which consists of the construction of raised landscaped medians from the west city limits to San Gabriel River Parkway, including drought tolerant landscaping, and irrigation of recycled water.

City Hall ADA and Improvements Project, City of Pico Rivera, CA. *Construction Manager.* Willdan provided construction management and inspection services for this project, which involved Americans with Disabilities Act improvements at City Hall exterior paths of travel, sidewalks, and along parking lots to bring them to compliance with current ADA standards. The project included asphalt, sidewalks, curbs, curb ramps, ADA railings, striping and signage.

Local Streets Rehabilitation Phase 2 Zone 19, City of Norwalk, CA. *Construction Manager.* Willdan is currently providing construction management and inspection for this project that involves cold milling existing AC pavement, AC removals and reconstructions, ARAM interlayer, ARHM overlays, AC overlays and adjusting utilities to grade; signing, striping, loop detector replacements, and traffic control; removal and replacement of cross gutters and spandrels, including adjacent curb and gutter, and ADA curb ramps; including incidental asphalt work; utility relocations and traffic control.



EDUCATION

Citrus College, Mount San Antonio College, and Rancho Santiago College

Courses in: Water Science and Public Works involving Traffic Control Safety, Concrete, Asphalt, Trees, Storm Systems

JPIA Training Courses

AWWA Training Courses

City of Santa Fe Springs Supervisor Training Courses

PROFESSIONAL CERTIFICATIONS

State Certified in Water Treatment (1)

State Certified in Water Distribution (2)

Member of Municipal Superintendents Association (MSA)

42 YEARS OF EXPERIENCE

Heleo Espinoza

Construction Management and Inspection

Heleo Espinoza has 42 years of experience in Public Works, with strong leadership qualities and the ability to manage projects successfully. He possesses exceptional decision-making capabilities and is meticulous in ensuring project specifications are compliant with contracts and requirements. He has outstanding customer service skills dealing with clients and contractors and is well organized, with excellent time management abilities, to complete projects on time and within budget.

Relevant Project Experience

PFAs Treatment System Project No. 50042, City of Pico Rivera, CA *Public Works Inspector.* Willdan is providing construction management, utility coordination, inspection, and labor compliance for this project that consists of construction of equipment pads and installation of water treatment process equipment, with yard piping, valves, fittings, instrumentation, appurtenances, and accessories, as well as grading and paving. The project includes construction of storm drain system with tie into County storm sewer (Plant 1), demolition of a building at Plant 3, and electrical and control systems.

Lakewood Boulevard Cast Iron Pipe Replacement, Long Beach Water Department, CA. *Public Works Inspector.* Willdan is providing construction management, public works inspection and materials testing for the Long Beach Water Departments water improvement project. The project includes the installation of 12" ductile iron water line, new fire hydrants, new services, and other appurtenant work.

5th Street Water Improvements, City of Downey, CIP 21-15, CA. *Public Works Inspector.* Willdan provided construction inspection and materials testing to the City's 5th Street Water Improvements project. The project includes repairs to various portions of the water line on 5th Street.

3rd Street Water System Improvements Project (Old River Road to Rives Avenue), CIP 20-23, City of Downey, CA. *Public Works Inspector.* Willdan provided construction management, inspection, and materials testing services for this water system improvements project on 3rd Street between Old River Road and Rives Avenue. The project involved the installation of new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks and appurtenant fittings; installation of new fire hydrant assemblies, water services, meters, and boxes; abandonment of existing water mains, service lines, and associated facilities; trenching, backfill, and compacting; asphalt concrete (AC) and Portland cement concrete (PCC) pavement reconstruction; and other appurtenant work.



EDUCATION

Master of Arts, Cross-Cultural Studies, Fuller-Theological Seminary, Pasadena

Master of Science, Criminal Justice, California State University, Long Beach

Bachelor of Science in Criminal Justice, Minor in Communication Studies, California State University, Long Beach

PROFESSIONAL CERTIFICATIONS

CA Commercial Building Inspector #8388232

LA City Reinforced Concrete #P040305

LA City Drills and Anchors #P040305

LA County Reinforced Concrete #01989

ICC Reinforced Concrete #8388232

ICC Reinforced Masonry #8388232

ICC Fireproofing #8388232

ACI Field Grade 1 Testing Technician #01344529

DSA Shotcrete #6200 (elapsed 10/22)

Peace and Conflict Resolution Certificate

8 YEARS OF EXPERIENCE

Amy Rodriguez

Construction Management and Inspection

Amy Rodriguez has over 8 years of Public Works Inspection/Division of State Architect experience as a Lead Inspector. She has worked with school districts, community college and university districts, a sanitation district, as well as mixed-use, senior living, and other construction projects, including construction, renovations, improvements, and modernizations. She has extensive knowledge of codes, regulations, ordinances, and specifications. Ms. Rodriguez is organized, detailed-oriented and has excellent communication skills.

Relevant Project Experience

Language Arts Building, Aquatics Center, Student Housing, Orange County Community College, CA. *Public Works Inspector*. Oversaw DSA Shotcrete work at pool, epoxy and quality control concrete for testing.

District Improvements, Bellflower Unified School District, Bellflower, CA. *Public Works Inspector*. Inspected batch plant production of materials and quality control for concrete testing.

Le-Jao Center, Coastline College, Westminster, CA. *Public Works Inspector*. Inspected batch plant production of materials, epoxy placement, and quality control for concrete testing.

Irvine Campus Housing Development, University of California at Irvine, CA. *Public Works Inspector*. Inspected and sampled masonry walls, reinforcing steel, epoxy placement, and quality control for concrete testing.

Los Coyotes Water Reclamation Plant and Joint Water Pollution Control Plant, Los Angeles County Sanitation District, Los Angeles, CA. *Public Works Inspector*. Inspected reinforcing steel, epoxy placement, and quality control for concrete testing.

New Buildings and Renovations, Los Angeles County Museum of Art, Los Angeles, CA. *Public Works Inspector*. Inspected reinforcing steel and quality control for concrete testing.

Alumni Center and Horn Center Renovations, California State University at Long Beach, CA. *Public Works Inspector*. Inspected SFRM, epoxy placement, batch plant production of materials and quality control for concrete testing.

Science, Engineering, and Math Building and Project Updates, North Orange County Community College District. *Public Works Inspector*. Inspected SFRM, Shotcrete placement, epoxy placement, grout placement, batch plant production of materials and quality control for concrete testing.

New Science Building and Ancillary Projects, Glendale Community College, Glendale, CA. *Public Works Inspector*. Inspected epoxy placement, batch plant production of materials and quality control for concrete testing.



EDUCATION

Certificate, Fiber Optic Theory, Air Quality Management District

Certificate, Professional Development, Asphalt Institute

PROFESSIONAL CERTIFICATIONS

Contractor, California No. C-10

Peace and Conflict Resolution Certificate

46 YEARS OF EXPERIENCE

Victor Ayala

Construction Management and Inspection

Victor Ayala will be responsible for providing the public works observation services outlined in the Work Plan subsection of this proposal. His experience includes over 40 years of public works construction experience – specializing in traffic signal and fiber optic inspections. Mr. Ayala's extensive experience includes electrical inspections of developer/public works improvement projects, including installations and modifications for traffic signals, controllers, fiber optics, streetlights, and irrigation systems. In addition, he has wide-ranging expertise with civil improvement projects, including road reconstruction/rehabilitation inspections involving asphalt-rubber hot-mix overlays, conventional asphalt overlays, sidewalks, curbs and gutters, curb ramps and driveways, grading, paving, storm drains, sanitary sewers, and beautification with raised landscape medians and decorative parkway renovations. He is a licensed C-10 electrical contractor and is certified by the Air Quality Management District for fiber optic theory.

Mr. Ayala's involvement with numerous street rehabilitation projects provides him with the necessary tools and experience to effectively communicate and address the concerns of the public during construction.

Relevant Project Experience

La Brea and Hardy Traffic Signal and ITS Gap Closure, City of Inglewood, CA. *Public Works Observer*. Willdan is providing construction management and inspection services for various projects throughout the City of Inglewood, including materials testing for the City's ITS Gap Closure Project. Project involved installation of conduit, fiber optics, message signs, gantry signs, traffic signal poles and heads, traffic controllers, fisheye video detection systems, closed-circuit television camera system, furnish and install new pull boxes, install pedestrian push buttons and pedestrian signal countdown assemblies, ADA access ramps as necessary.

Foothill Boulevard Class I and II Bicycle and Pedestrian Paths, City of La Cañada Flintridge, CA. Willdan is providing pre-construction, construction, and post-construction services on this project which includes Class I and II bicycle and pedestrian path, bike lanes and amenities; raised medians; bus stop; cold milling existing pavement and repaving with (ARHM); removal and installation of traffic striping and raised marking; replacement of curb and gutter and other drainage improvements; traffic signal improvements to include new equipment, bicycle signal detection, and bicycle/pedestrian push buttons; street lighting; illuminated street name sign; and streetscape beautification with narrowed travel lanes to enhance bike and pedestrian mobility and safety.

Florence Avenue Street and Sewer Improvements Project, City of Bell, CA. *Senior Public Works Observer*. Willdan is providing project management, contract administration, construction observation, engineering support, utility coordination, material testing, and labor compliance services for this project.



PROFESSIONAL CERTIFICATIONS

State of California Water Control Board Grade 3 Water Treatment Operator

State of California Water Control Board Grade 3 Water Distribution Operator

Certified in Water Sampling Techniques

32 YEARS OF EXPERIENCE

Manny Trujillo

Construction Management and Inspection

Manny Trujillo is a public works inspector with more than 32 years of experience in the Water Utility industry and in Construction Management. He possesses multifaceted field experience in water distribution, inventory control, water supply, and construction inspection. He is proficient in Microsoft Office and JD Edwards/Oracle Software. He is committed, efficient, and has a high-quality standard. He has excellent communication and problem-solving skills, as well as technical skills. He proudly served six years in the United States Navy as a Petty Officer aboard the USS New Jersey BB62 and received specialized training in leadership, ship maintenance, communications, and firefighting. His duties included seamanship and ship maintenance training and supervision of ten crewmembers.

Relevant Project Experience

Well 13A Treatment Facility Project, City of Lakewood, California. *Public Works Inspector.* Willdan provided construction management, inspection, labor compliance, and materials testing services for this water improvements project at Well 13A in Lakewood. The project included above and below grade pipeline construction, electrical and instrumentation system installation, chemical system, and start-up testing of the new treatment system, and related work to become an integral and fully operational part of the treatment plan.

PFAs Treatment System Project No. 50042, City of Pico Rivera, California. *Public Works Inspector.* Willdan is providing construction management, utility coordination, inspection, and labor compliance for this project that consists of construction of equipment pads and installation of water treatment process equipment, with yard piping, valves, fittings, instrumentation, appurtenances, and accessories, as well as grading and paving. The project includes construction of storm drain system with tie into County storm sewer (Plant 1), demolition of a building at Plant 3, and electrical and control systems.

Capital Program Management, Golden State Water Company, City of Santa Fe Springs, CA. As *Inspector II* in Capital Program Management, Mr. Trujillo was responsible for quality control and documentation of new pipeline and plant facility installations. He conducted field checks, enforced specifications and coordinated with contractors, district personnel, and city officials. He ensured safe work practices in compliance with the State of California Department of Health Services. He prepared recommendations for project scope changes and worked with various departments concerning implementation of design.

Water Supply Operation, Golden State Water Company, City of Santa Fe Springs, CA. As *Water Supply Operator II*, Mr. Trujillo was responsible for operational duties of the Florence-Graham, Willowbrook, and Culver City systems with a total of 10 plant sites, 9 wells, 15 boosters, 9 reservoirs, 2 plants with GAC filters, and 6 MWD connections and 1 inner-city connection. Duties included taking water samples, maintaining equipment, coordinating work with contractors and employees, keeping records, and submitting reports.



EDUCATION

Technology Course for Public Works, Saddleback Community College, Orange, CA

PROFESSIONAL CERTIFICATIONS

E-Rail certified

Roadway Workers certified

CIC certified

Fall protection certified and trained

American Construction Inspectors Association: Rubberized Asphalt Plant Inspection

Certification in Safety on Job Sites

OSHA Certifications: Trenching and Excavations

First Aid and CPR Certified

Competent Person Certified

Traffic Control for Safer Work Zones Certification

27 YEARS OF EXPERIENCE

Simon Hernandez

Construction Management and Inspection

Simon Hernandez is a motivated team player with a strong background in the Water Operations and Construction Inspection areas of the private and public sectors. He has exceptional decision-making and communication skills, displays strong leadership qualities, and conveys ideas with clarity and diplomacy. He has the ability to identify and build strong collaborative relationships within any team environment, manages time and resources effectively, and is highly capable of performing and prioritizing multiple tasks. Overall description and relative experience summary.

Relevant Project Experience

Olympic Boulevard Water Project, City of Santa Monica, California. *Public Works Inspector.* Willdan is providing construction management and inspection services for two City projects being constructed under one construction contract. The Water Transmission Main Project includes installation of approximate 7,000 LF of new 16" DIP water transmission main in both the City of Santa Monica and the City of Los Angeles, complete with interconnections, valves, air vacs, blowoffs, and all other appurtenant work, as well as abandonment and/or removal of interfering water main piping. The Well Equipping Project includes construction of three groundwater wells. Each well site includes equipping with well pedestal, discharge piping, waste line piping, valves, disinfection systems, and support infrastructure.

CIP 20-23 Third Street Water Improvements, City of Downey, California. *Public Works Inspector. The* project involved the installation of 3,000 LF of new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks; installation of new fire hydrant assemblies, water service lines, meters, and boxes; and other appurtenant work on Third Street between River Ave and Old River School Road. Mr. Hernandez served as the construction inspector, responsible for daily monitoring of the construction activities, ensuring compliance with the contract documents, preparing daily reports, tracking quantities, coordinating materials testing, and reporting.

Non-Potable Water Main Expansion Project, City of Santa Monica, California. *Public Works Inspector.* The Non-Potable Water Main Expansion Project (SP2563) consists of installation of approximately 3,180 linear feet of 12" AWWA C909 PC235 PVCO water main, and appurtenances. The construction cost of this portion of the project was estimated at $1.67 million with a construction duration of 6 months. Mr. Hernandez is currently providing inspection services on this project. Daily reports and photographs are prepared in Procore.



EDUCATION

Construction Technologies/ Inspection, Ventura County Community Colleges, CA

PROFESSIONAL CERTIFICATIONS

Certified Master of Special Inspections

ACI Field Grade 1 Technician

Uniform Building Code (UBC) Building Inspector

Title 24 Masonry Special Inspector

Division of the State Architect (DSA) Special Inspector

23 YEARS OF EXPERIENCE

Brent Jablonowski

Construction Management and Inspection

Brent Jablonowski has 23 years of experience as a special inspector / building inspector professional with extensive structural expertise. He has worked on bridges, storm drains improvements, commercial buildings, municipal airport, schools, hospitals, parking structures, wat er treatment plants, water towers, batch plants, and precast plants; civil projects with driveway approaches, curbs, gutters, and parings; solar structures; concrete welding and bolting; roof structures; mechanical screens, as well as soils work with nuclear gauge and burn tests and moisture cores and sampling. He has experience with post tension concrete for apartments, townhomes, and houses.

Relevant Project Experience

Pacoima Wash Bikeway and Pedestrian Path, ATPL-5202(020), City of San Fernando, CA. *Public Works Inspector/Special Inspector*. Willdan is providing construction management, inspection, labor compliance, grant funding administration, and material testing (utilizing Sierra Geotech) for this federally funded project, which consists of a 12-foot wide, 1.34-mile-long Class 1 asphalt concrete bikeway within the Pacoima Wash, including grading, constructing ramps and retaining walls, installing fencing, guardrails, prefabricated bridge, lighting, rectangular rapid flashing beacons, striping, markings, signage, bollards, and miscellaneous appurtenant work. Mr. Jablonowski is responsible for monitoring compliance with the contract documents, tracking quantities, conducting EEO interviews, participating in weekly construction meetings, taking daily photographs, and preparing daily inspection reports.

Guardrail Upgrades at Various Locations, HSIPSL-5952(213), County of Ventura, CA. *Public Works Inspector.* Willdan provided full-time construction inspection services to the County for State-funded guardrail upgrades including transition railings, terminal & treatments at 11 locations on Las Posas Road, Victoria Avenue, Pleasant Valley Road, Rose Avenue, Potrero Road, Santa Clara Avenue and Telephone Road, including traffic control and construction signing, water pollution control, removal & disposal of existing guardrail & posts, construction of reinforced concrete blocks, crash cushion and end anchor assemblies, guardrail end pieces, butterfly reflectors and appurtenant work. Mr. Jablonowski's responsibilities included daily observation of the contractor's activities and verification of conformance to the contract documents, field coordination with the general contractor's foreman, measuring and tracking quantities for progress payments, and utility coordination.



EDUCATION

Coursework, Structural Masonry /Reinforced Concrete/Post Tension Concrete/Prestressed Concrete Inspections, Robert Schiltz School of Inspection

Hands-On Training; Epoxy Injection Inspection, Sika Seminar, Glendale School District

PROFESSIONAL CERTIFICATIONS

Certified Special Inspector, Structural Masonry, International Code Council

Certified Special Inspector, Structural Masonry, IBC

Structural Masonry, DSA

Assistant Inspector-of-Record, DSA

47 YEARS OF EXPERIENCE

Joseph M. Ritchey

Geotechnical and Material Testing

Joseph Ritchey will serve as Operations Manager. Mr. Ritchey has a 47-year construction background encompassing a multitude of trades and as a field superintendent. He manages and supervises material testing, construction inspection, and deployment of inspectors and technicians. His experience includes projects for numerous school districts, including Los Angeles, Glendale, Baldwin Park, Palmdale, San Gabriel, Tustin, and the West Los Angeles Community College District. Mr. Ritchey also worked as an Assistant Inspector-of-Record servicing Fountain Valley Unified School District, West Los Angeles Community College, and Tustin Unified School District.

Relevant Project Experience

Annual On-Call Construction Management and Inspection Services Contract, Liberty Utilities, Downey, CA. *Special Inspector/Materials Testing.* Willdan has been providing public works observation services to Liberty Utilities (formerly Park Water Company) for over 25 years. In the past three years, Willdan has provided contract administration and inspection on well over 26 water main projects involving installation of ductile iron and PVC water mains, fire hydrants, service meter change-outs, bridge construction with water line incorporated into the structure, reservoir rehabilitation, wells, and other appurtenant work.

Woodruff Avenue Water System Improvements, CIP 19-01, City of Downey, CA. *Special Inspector/Materials Testing.* Willdan is providing construction management, inspection, and materials testing services for this water system improvements project on Woodruff Avenue between Firestone Boulevard and Imperial Highway. The project involves the installation of new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks and appurtenant fittings; installation of new fire hydrant assemblies, water service lines, meters, and boxes; abandonment of existing water mains, service lines, and associated facilities; trenching, backfill, and compacting; and other appurtenant work.

Paramount Boulevard Water System Improvements, CIP 18-17, City of Downey, CA. *Special Inspector/Materials Testing.* Willdan provided construction management, inspection, and material testing services for this water system improvements project on Paramount Boulevard between Firestone Boulevard and Florence Avenue. The project involved the installation of new 6" and 8" ductile iron potable water main, gate valves, tee's and bends, thrust blocks, and fittings; installation of new fire hydrant assemblies, water service lines, meters and boxes; and other appurtenant work.

Cedar Avenue Storm Drain Improvement, City of Rialto, CA. *Special Inspector/Materials Testing.* Performed geotechnical investigation and provided geotechnical investigation report including recommendations for design and construction of the new storm drain within Cedar Avenue. Also provided recommendations for trenchless installment of the pipes crossing under the SCRRA railroad track.



Ramon Calbay

Geotechnical and Material Testing

Ramon Calbay has more than 44 years of experience with soils and materials selection, design, testing and quality control. Mr. Calbay has led the soils and materials testing programs for multiple highway and bridge construction projects. In addition, he has extensive experience of providing field observation and testing for pile installation, soil stabilization, settlement monitoring and mass grading operations. Mr. Calbay has also been involved in the design and control of asphalt and concrete mixes, production of road bases and filter mixes, and inspection of structural concrete, steel, and weldments. Mr. Calbay has more than 25 years of experience in managing a full-service geotechnical testing laboratory.

EDUCATION

B.S., Civil Engineering, Mapua Institute of Technology, Manila, Philippines

Geotechnical Lab Testing, Short Course, University of Missouri, Rolla

PROFESSIONAL CERTIFICATIONS

Soils Laboratory Testing Certification, Caltrans

Construction Management, Inspection & Testing, for Transportation Projects, Caltrans Sponsored Certification Program

Nuclear Gauge Operator, CPN International, Inc.

Certified Soil Technician, California Geotechnical Engineers Association

45 YEARS OF EXPERIENCE

Relevant Project Experience

OCC Kinesiology Athletics, Coast Community College District, Costa Mesa, CA. *Laboratory Manager*. Willdan performed geotechnical and materials testing and inspection services for the proposed OCC Kinesiology project. The project includes construction of multi-building aquatics complex, totaling 104,000 gross square feet. The complex includes a main building which house the division office, equipment management, athletic training, aerobics, locker rooms/showers, and other support spaces. There will be a 25 meters adaptive physical education pool, a 65 meters competition pool, and covered bleacher seating.

Mayfair HS STEAM Center and Central Plant, Bellflower Unified School District, Lakewood, CA. *Laboratory Manager*. Willdan is providing all geotechnical and material special inspection and testing services during the construction of STEAM Center and Central Plant in Mayfair High School. The services include continuous inspection/technician services during all grading operations, concrete placement, welding/bolting inspection (site and fab local), concrete batch plant inspection, CMU placement and torque testing, and more to satisfy DSA testing inspection guidelines.

Student Services Center, Golden West College, Coast Community College District, Huntington Beach, CA. *Laboratory Manager*. Willdan performed geotechnical, special inspection, and material testing services during grading and construction of a 2-level building with approximate footprint of 29,500 square feet and associated site improvements.

Proposed Recycling Center, Coast Community College District, Costa Mesa, CA. *Laboratory Manager*. Performed geotechnical, special inspection, ACI technician and material testing services during grading and construction of the Coast Community Recycling Center.



EDUCATION

AS, Human Resources Management, Mount San Antonio College

AS, Business Administration, Mount San Antonio College

PROFESSIONAL CERTIFICATIONS

Certificate of Achievement, Business Management I-III

Certificate of Achievement, Human Resources Management I-III

Certificate of Achievement, International Business I

14 YEARS OF EXPERIENCE

Amanda Perez

Federal Labor Compliance

Amanda Perez currently performs labor compliance monitoring and enforcement services on a variety of local, county, state, and federally funded projects. She verifies that all primary and subcontractors possess active licenses and certifications. She establishes communication with primary contractor(s) concerning prevailing wage requirements and documentation requirements. She monitors that all certified payrolls are submitted on a timely basis, as well as audits payrolls during the life of the project for compliance and discrepancies concerning prevailing wage, certifications, non-performance, underpayments, and journeyman to apprentice ratios, and use of job classifications. She ascertains the submittal of training fund contributions and audits fringe benefits statements to ensure proper payment. Ms. Perez responds to inquiries concerning labor compliance rules and requirements and resolves all compliance-related issues. She reviews forms and reports from field personnel to ascertain missing CPRs, correct usage of classifications, and apprentice / journeyman ratios, as well as maintains files and all required documentation in accordance with applicable governmental requirements and organizes and prepares labor compliance files for submission to clients.

Ms. Perez also supports the Construction Management and Inspection Department and is responsible for issuing invoicing, progress payments, and schedules and for maintaining detailed, accurate records. She conducts comprehensive audits of projects for accuracy and compliance.

Relevant Project Experience

Alamitos Tank 19 & 20, Long Beach Water Department, CA. *Labor Compliance Specialist*. Willdan is currently providing labor compliance for the Department's federally-funded water improvement project. The project involves the rehabilitation to Tanks 19 & 20 to convert the tanks from potable water to recycled water.

Alamitos Tank 8 & 10, Long Beach Water Department, CA. *Labor Compliance Specialist.* Willdan is currently providing labor compliance for the Department's water improvement project. The project involves rehabilitation to Tanks 8 & 10.

Florence Avenue Street and Sewer Improvements, City of Bell, CA. *Labor Compliance Specialis*t. Willdan provided labor compliance for the City's Street and Sewer Improvements project.

Cooperative City/County Pavement Rehabilitation Ward Street, Cooley Street, 6th Street, and Tippecanoe Project, City of Highland, CA. *Labor Compliance Specialist*. Willdan is providing construction management, construction observation, construction surveying, materials testing, and labor compliance services for the project. This project involves pavement rehabilitation including pavement grinding, cold central plant recycling, pavement removal and replacement, and asphalt rubber overlay.



EDUCATION

BA, Environmental Studies, (Biological Sciences minor), California State University, Hayward

PROFESSIONAL CERTIFICATIONS

Registered Environmental Health Specialist

32 YEARS OF EXPERIENCE

Brian Moss, REHS

Funding Administration

Brian Moss has expertise spanning all aspects of public administration, with an emphasis on the coordination and oversight of various agency departments. He has been responsible for the direct oversight and review of $170 million in annual department operating revenues and approximately $75 million in annual general program revenues. Mr. Moss has provided oversight and management of over 45 discretionary federal and state programs concurrently through every phase of project delivery. He specializes in the successful application, administration, and close-out of various federal and state revenue programs, funding and delivering complex projects through a balance of various discretionary programs. He has provided department oversight of all federal and state project revenue and developed and updated department budgets.

Mr. Moss's department and program responsibilities encompass Director of Environmental Health; Acting Director for a variety of other municipal departments, including Public Works and Building; Registered Environmental Health Inspector; Environmental Management Agency Administrator directly overseeing five departments; and Deputy and Assistant County Administrative Officer. His wide range of municipal experience – combined with his natural attention to detail – has led to consistent success in direct oversight of project revenue administration on behalf of local agencies.

Relevant Project Experience

City of Arcadia, Public Works Services Department, CA. *Project Manager*, Researched the South Coast Air Quality Management District (District) Annual Emission Reporting (AER) Tool and reported annual source emissions on behalf of the city as required by the District and the California Air Resources Control Board. Developed a tracking tool for emissions associated with city source inventory that corresponds to the data required for current and future AER Reporting. Total cost of the program/projects managed: $10,000.00.

City of San Pablo Avenue Bridge Replacement Project, CA. *Project Manager*. Served as the City's representative to guide, coordinate, and oversee both grant and environmental documentation as it applies to the construction of the City's San Pablo Avenue Bridge Replacement project. The project is funded through the Federal Highway Bridge Program along with local funds. Willdan is assisting with the selection of a design engineer consultant and a construction management team and providing as-needed services throughout the life of the project. Staff will work with Caltrans to update and augment the existing 2016 original project estimates. Total cost of the program/projects managed: $15 million.



EDUCATION

Juris Doctor, Northwestern School of Law, Lewis and Clark College, Portland, OR

MLA, Landscape Architecture, California Polytechnic University, Pomona

BA, Botany, University of California, Santa Barbara

Chemical Engineering Curriculum, University of California, Berkeley, CA

PROFESSIONAL CERTIFICATIONS

Certified Planner, American Institute of Certified Planners No. 085436

Attorney, California State Bar No. 222337

36 YEARS OF EXPERIENCE

Christine Kudija, JD, AICP

Environemental

Christine Kudija has extensive planning expertise in environmental analysis and application processing/development services. She specializes in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation for public agency and private projects. She has contributed her expertise to public works improvement projects such as regional corridor enhancements, street widenings, intersections, rural bridge replacement, parks, trails, and other infrastructure, and to residential and commercial development. Christine's planning expertise covers general plan and zoning code updates, ordinance drafting, housing element preparation, and application processing. She is experienced in project-specific air-quality analysis utilizing the California Emission Estimator Model (CalEEMod) and the Road Construction Emissions Model. She applies her diverse educational background in law, landscape architecture, science and engineering to meet all aspects of planning challenges.

Relevant Project Experience

Environmental Services, City of Bell Gardens, CA. *Environmental Planner*. Ms. Kudija provided all the necessary content for HEROS uploading for the renovation of the John Anson Ford Park renovation. This project's funding was in part from a Community Project Fund (CPF) grant obtained from the local U.S. Representative's office and included restoration of a competition swimming pool and re-construction of the existing locker room building and offices. To date, HUD review is ongoing.

Environmental Services, City of Hughson, CA. *Environmental Planner*. Ms. Kudija completed Part 58 paper submittals for HUD review for two sidewalk projects in the City. One project is ongoing, which will construct a designated pedestrian walkway across three sets of railroad tracks where there presently are no sidewalks or ADA-compliant facilities.

Environmental Services, County of San Joaquin, CA. *Environmental Planner.* Ms. Kudija completed Part 58 paper submittals for HUD review for a sidewalk construction project in the unincorporated portion of the City of Stockton. This review included the cultural analysis of the project's impact on a mid-20th century fire station, which had historically important architectural features.

Planning and Environmental Services, City of Cudahy, CA. *Environmental Planner.* Willdan provides full-time contract planning services for the City's Planning Division as well as for Interim Community Development Director. Programs involved land use planning; complex land use development projects; general administration of City -initiated planning work and studies; conceptual plans; land use entitlement applications; general plan, specific plan, and zoning code updates and map amendments; and initial studies under the CEQA and related environmental documents.



EDUCATION

Master in Urban and Regional Planning

Interdisciplinary Studies (Environmental and Peace Studies), Naropa University

8 YEARS OF EXPERIENCE

Chad Brown

Environemental

Chad Brown is a professional urban planner, with over eight years of municipal planning experience. With a base in current planning and plan review, a history of customer service, and diverse background of community engagement.

Relevant Project Experience

City of Yuma. *Associate Planner*. Plan review, entitlement processing, property research, site design and analysis, cultural development, community outreach, data collection, formal dialogue leadership, meeting administration, sustainable tourism planning, international planning, cultural revitalization, environmental planning and management, comprehensive planning, peace studies, economic development, biophilic design, planning specifically for Latino populations, disaster planning, principles of sustainability, sustainable urban infrastructure and green infrastructure, community food production/urban agriculture and accessibility, transportation accessibility, urban inequality, way-finding and place making, cultural revitalization and development, arts districts, history of planning, urban greening.

City of Albuquerque. *Planning Intern*. Assisted with data collection/management and community engagement for city's General Plan update. Coordination of public outreach events and marketing to gain feedback from stakeholders. Coordination of GIS mapping for zoning map. Plan Review training. Assisted principal planner with placemaking for a Route 66 Tourism project. Data collection for special business license policies project. Shadowing of planners at the counter and customer service.

Trainings

Restorative Justice, American River College's Diversity trainings with Erica Huggins at the Community and Diversity Center, Composter with Denver Urban Gardens, Conflict Mediation at Naropa University

Projects

Transportation Gaps Analysis Study for Senior Citizens of Broomfield, CO Comprehensive Revitalization Plan for Elyria-Swansea Neighborhood, Denver, CO Green Infrastructure and Environmental Management Plan, Highlands Ranch, CO Light Datça (A slow money/food/city tourist development plan, Datça, Turkey) Plaza Artesanal (A cultural revitalization plan for Downtown Tijuana, Mexico) Disaster Preparedness Plenary



EDUCATION

Masters, Urban Planning, New York University

BA, New York University

PROFESSIONAL CERTIFICATIONS

LEED Green Associate

AICP Candidate

14 YEARS OF EXPERIENCE

Christopher Minniti, AICP, LEED

Environemental

Christopher Minniti is experienced with CEQA/NEPA compliance documentation, including categorical exemptions, initial studies, environmental impact reports, environmental assessments, negative declarations, and mitigated negative declarations.

Relevant Project Experience

Cities of Tucson, Cudahy, Hawaiian Gardens, Lakewood, and Whittier. *Willdan Planning and Environmental, Associate Planner.* Staffing support for the City of Tucson Historic Preservation Division processing historic project cases. Collaboratively work with staff to coordinate review of historic projects within designated Historic Preservation Zones with the appropriate Historic Zone Advisory Boards, the Tucson-Pima County Historical Commission, Neighborhood Preservation Zones, and several other constituencies. Reviews proposed land use changes for compliance with codes, area plans and policies. Provides assistance to the public regarding zoning issues and transportation programs. Assists with code amendments and related corresponding and coordinates projects.

Processing entitlements for development projects including commercial, industrial, and residential projects. Preparing written staff reports and resolutions to be presented to the Planning Commission. Conduct site visits and inspections for various projects. Participate in conducting environmental review pursuant to the California Environmental Quality Act. Processing Planning Counter applications and review development plans for a wide range of commercial, industrial, and residential projects. Responsible for planning inquiries at the public counter, work as the Counter Planner at designated times. Preparing graphic presentation to present to Planning Commission. Analyze applications for subdivision maps, zone changes, variances, and conditional use permits. Performing plan checks to ensure consistency with zoning regulations and design guidelines.

Prepare the 2021-2029 Housing Element Update for the City of Cudahy and the City of Hawaiian Gardens per the requirements of the State Department of Housing and Community Development (HCD). Work with project team members assess and develop the Housing Element Update with current housing, population, and employment projections consistent with Los Angeles County projections and federal Census (2020) information and address the Regional Housing Needs Assessment (RHNA) figures as provided. Prepare and incorporate the required geospatial and demographic analysis per AB 686 requiring public agencies to affirmatively further fair housing (AFFH) statewide



EDUCATION

Master of Science, University of Phoenix

Bachelor of Science, LaSalle University

AREAS OF EXPERTISE

Benefit/Maintenance Assessment Districts

Special District Formation/ Annexation/Re-Engineering Community Facilities Districts

Marks-Roos Pools

Local Improvement Districts

PROFESSIONAL CERTIFICATIONS

California Society of Municipal Finance Officers

Municipal Management Association of Southern California

26 YEARS OF EXPERIENCE

Stacee Reynolds, MS

Assessment District Engineering

Stacee Reynolds is a Principal Consultant in Willdan's District Administration Services group. Her responsibilities include the administration of Community Facilities Districts, Local Improvement Districts, Benefit/Maintenance Assessment Districts, as well as other types of special districts. She has experience creating and maintaining district databases, preparing annual assessments, charges, fees, and taxes, submitting levies to the applicable County Auditor-Controller/Tax Collector, calculating prepayments, assisting with district analyses for refunding purposes, preparing bond calls, analyzing flow of funds, and providing customer service to agencies, title companies and property owners. Ms. Reynolds also possesses experience specific to benefit assessment analysis, special district formations and annexations, re-engineering, and Property Based Improvement District (PBID) renewals. Ms. Reynolds has also been part of the Willdan Team tasked with the preparation of special versus general benefit review and analysis of potential modifications to assessment districts. The objective of these analyses is to ensure compliance with applicable assessment legislation, Proposition 218, and recent changes to applicable case law.

Ms. Reynolds has over 26 years of combined accounting, finance, and project management experience. Prior to joining Willdan, she served as a contract system specialist with SAP Public Services in Washington, DC, where she managed several government agency contracts.

Relevant Project Experience

City of Paso Robles, CA – Assessment Re-engineering: Ms. Reynolds completed the re-engineering of the City's El Paso de Robles Landscape and Lighting Maintenance District No. 1. It was the City's desire to combine shared improvement areas, where feasible to simplify the overall district structure and to develop appropriate assessments for optimal service levels originally planned for all areas in the District. She assisted in the preparation of the benefit assessment analysis, conducted the community outreach meetings, and prepared the Engineer's Report, staff reports, resolutions and ballots for the areas designated as underfunded in the District. Upon completion of the project, 40 percent of the underfunded subareas/zones approved the new/increased assessment, which included an annual CPI inflator. This was the highest approval percentage in the last ten years specific to this District.

City of Covina, CA – Lighting District Benefit Analysis Services: Conducted a benefit analysis study for the City's Lighting District No. 1978-79, comprised of over 3,200 parcels. She also provides ongoing annexation services for the City's 1972 Act Districts.



EDUCATION
Bachelor of Science, Marketing, University of Nevada Reno

AREAS OF EXPERTISE
Landscape and Lighting Districts

10 YEARS OF EXPERIENCE

Joanie Reynolds

Assessment District Engineering

Joanie Reynolds is a Program Director in Willdan's District Administration Services group. Her responsibilities include annexations, formations, and benefit assessment analyses. She has experience drafting Engineer's Reports required for the formation of a new assessment district or the annexation of parcels to an existing district.

Relevant Project Experience

City of Adelanto, CA – Landscape & Lighting District Annexations: Ms. Reynolds assisted with the annexation of new development to the City's Landscape Maintenance Assessment District and Streetlight Maintenance Assessment District. Duties included coordination and preparation of the Engineer's Report, budget, notices and ballots, resolutions, and agenda report.

City of Victorville, CA – Landscape & Lighting District Annexation: Ms. Reynolds assisted with the annexation of new development to the City's Landscape and Drainage Facilities Maintenance Assessment Districts. Duties included preparation or review of the Engineer's Reports, notices and ballots, resolutions, and staff reports.

Marin County Parks (San Rafael, CA) – Assessment Engineering Services: Ms. Reynolds is assisting Mr. McGuire to levy a new/increased assessment to property owners within the Rush Creek Landscaping & Lighting District. Due to inflation and the age of existing landscaping (i.e., plants and the irrigation system), the current assessment is no longer sufficient to cover the annual maintenance costs to service the improvements in the community, nor accumulate any reserve funds for unforeseen repair expenditures, long-term maintenance costs or landscape renovations.



EDUCATION
Bachelor of Arts, (Cum Laude) Lakehead University, Thunder Bay, Canada,

AREAS OF EXPERTISE
Construction Cost Audit Services

PROFESSIONAL CERTIFICATIONS
Certified Fraud

14 YEARS OF EXPERIENCE

Helen Jones

Assessment District Engineering

Helen Jones is an Analyst in Willdan's District Administration Services group. She assists in the research and analysis necessary to resolve local government financial issues related to construction cost and labor compliance reviews. Ms. Jones joined Willdan Financial Services with over a dozen years of financial and auditing experience. She enhances the Willdan team by bringing her expertise in understanding organization objectives and structure, policies, processes, internal controls, and external regulations; identifying risk areas; and preparing programs. Throughout her career, she has served as an auditor, controller, and chief financial officer, with real estate development and financial control firms.

As a senior analyst and auditor with an international fraud investigation and dispute resolution firm in their Cayman office, she specialized in complex offshore asset recovery; fraud investigation and insolvency projects; prepared affidavits in support of Grand Court submissions; traced funds and classes structures of SPhinX Funds with over $500M in assets; and cross border insolvency complications. She also maintained direct involvement in efforts to recover Fairfield funds' assets, one of the major victims in the Bernie Madoff Ponzi scheme.

In the capacity of financial controller of a real estate development and general construction firm, Ms. Jones oversaw all financial matters, including preparing financial statements; payroll, regulatory communications, and filings; ensuring adequate cash flow; and reporting to investors. While with the firm, she was the acting chief financial officer for a real estate development/new construction project in Old Town Temecula and oversaw the construction of a $12M mixed use building with a combined square footage of 37,000 and accommodating restaurants, retail spaces, executive office suites and apartments. Her tasks included, point of contact for all project funding for the lending bank and fund control company; prepared all fund draw requests; ensured compliance with all provisions of the City of Temecula conditions for a redevelopment grant of $4M; vendor relations and payment of sub-contractors; investor reporting; and preparing financial statements and regulatory filings.

Relevant Project Experience

County of San Diego, CA – Community Facilities District No. 2008-01 Construction Cost Reviews: Served as project analyst for construction cost review of $55.4M in public facilities including streets, bridges, parks, sewer, water, and wastewater treatment. Ms. Jones reviews the necessary documentation required for submittal by Cal Atlantic Homes, the developer, pursuant to the Acquisition and Funding Agreement. She also performs the review of certified payroll for the contractors and subcontractors for prevailing wage compliance, coordinates communications by the Project Manager to the County and the developer and assists in the preparation of the audit reports for the facilities.

Welcome to
SOUTH GATE
POP 98,000



Appendix – Addendums

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-9657
FAX: (323) 563-9572

DATE: March 19, 2024

TO: Prospective Consultants

FROM: Luis Osuna, P.E., Deputy City Engineer

SUBJECT: ADDENDUM NO. 1 – REQUEST FOR QUALIFICATIONS (RFQ) FOR AS-NEEDED ENGINEERING SERVICES

Please note the following changes and/or additions to the RFQ. The consultant shall execute the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the proposal. Addendum No. 1 shall be part of the original RFQ document.

This addendum consists of three (3) pages (including cover page) as follows:

1. Revisions to the **CONSULTANT PROPOSAL EVALUATION SHEET** as listed:
    a. **Replace page 5 with page 5-A1. Page 5-A1 includes changes made to the proposal evaluation criteria.**
2. Revisions to the **QUESTIONS DUE DATE** as listed:
    a. **Replace page 6 with page 6-A1. Page 6-A1 includes changes made to the questions due date.**

END OF ADDENDUM NO. 1
ADDENDUM ACKNOWLEDGEMENT

Consultant acknowledges the receipt of this Addendum No. 1 which shall be attached to the Executive Summary.

Signature and Title

April 2, 2024
Date



City of South Gate

8650 CALIFORNIA AVENUE · SOUTH GATE, CA 90280 · TEL: (323) 357-9657
FAX: (323) 563-9572

DATE: March 27, 2024

TO: Prospective Consultants

FROM: Luis Osuna, P.E., Deputy City Engineer

SUBJECT: ADDENDUM NO. 2 – REQUEST FOR QUALIFICATIONS (RFQ) FOR AS-NEEDED ENGINEERING SERVICES

Please note the following changes and/or additions to the RFQ. The consultant shall execute the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the proposal. Addendum No. 1 shall be part of the original RFQ document.

This addendum consists of three (3) pages (including cover page) as follows:

1. Revisions to the **SUBMITTAL REQUIREMENTS** as listed:
    a. **Replace page 3 with page 3-A2. Page 3-A2 includes changes made to the submittal requirements.**
2. Revisions to the **FORMAT FOR SOQ SUBMITTAL** as listed:
    a. **Replace page 4 with page 4-A2. Page 4-A2 includes changes made to the formatting requirements.**

END OF ADDENDUM NO. 2
ADDENDUM ACKNOWLEDGEMENT

Consultant acknowledges the receipt of this Addendum No. 2 which shall be attached to the Executive Summary.

Signature and Title — **April 2, 2024** Date



City of South Gate

8650 CALIFORNIA AVENUE · SOUTH GATE, CA 90280 · TEL: (323) 357-9657
FAX: (323) 563-9572

DATE: April 2, 2024

TO: Prospective Consultants

FROM: Luis Osuna, P.E., Deputy City Engineer

SUBJECT: ADDENDUM NO. 3 – REQUEST FOR QUALIFICATIONS (RFQ) FOR AS-NEEDED ENGINEERING SERVICES

Please note the following changes and/or additions to the RFQ. The consultant shall execute the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the proposal. Addendum No. 3 shall be part of the original RFQ document.

This addendum consists of four (4) pages (including cover page) as follows:

1. Revisions to the **CONTRACT EXCEPTIONS** as listed:

   a. **Replace page 3 with page 3-A3. Page 3-A3 includes changes made to contract exceptions.**

   b. **Replace page 6 with page 6-A3. Page 6-A3 includes changes made to contract exceptions.**

   c. **Replace page 7 with page 7-A3. Page 7-A3 includes changes made to contract exceptions.**

END OF ADDENDUM NO. 3
ADDENDUM ACKNOWLEDGEMENT

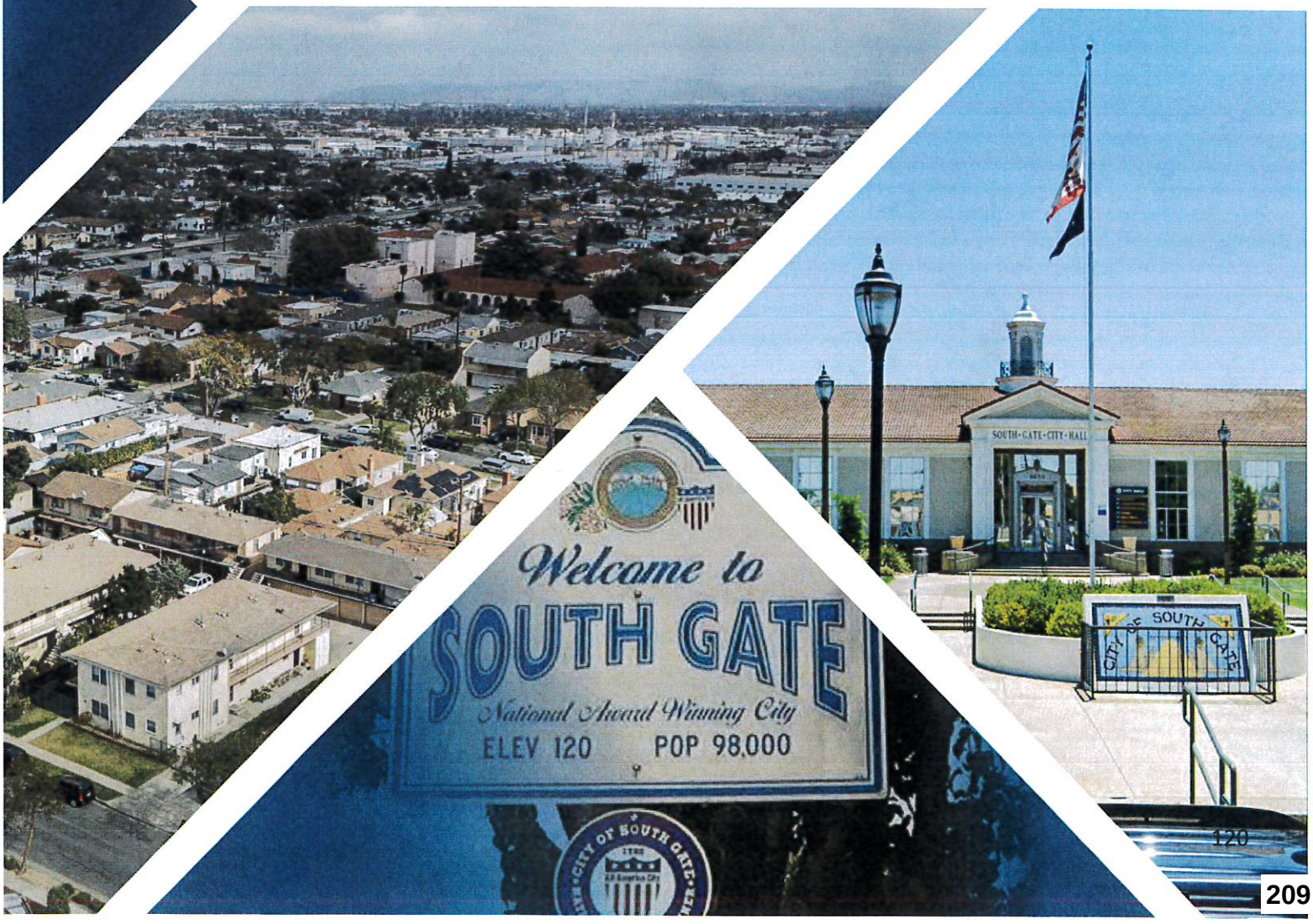
Consultant acknowledges the receipt of this Addendum No. 3 which shall be attached to the Executive Summary.

Signature and Title

April 3, 2024
Date

WILLDAN

13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
562.908.6200 | 800.499.4484 | Fax: 562.695.2120
www.willdan.com



WILLDAN

April 8, 2024

Mr. Luis Osuna, Deputy City Engineer
Public Works Department, Engineering Division
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: **Hourly Rates to Provide As Needed Professional Engineering Services**

Dear Mr. Osuna,

Willdan Engineering (Willdan) is pleased to submit the attached Hourly Rate Schedules to provide As Needed Professional Engineering Services as identified in our Statement of Qualifications dated April 8, 2024. Willdan's hourly rates shall remain firm for the duration of the contract between the City of South Gate and Willdan.

Thank you for giving us the opportunity to be of service to the City of South Gate, should you have any questions, please contact Mr. Adel Freij at (562) 760-7752 or afreij@willdan.com.

Respectfully submitted,
WILLDAN ENGINEERING

Adel Freij, PE
Director of City Engineering

562.908.6200 | 800.499.4484 | fax: 562.695 2120
13191 Crossroads Parkway North, Suite 405, Industry, California 91746-3443 | www.willdan.com

WILLDAN

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2024 to June 30, 2027

DESIGN ENGINEERING	
Technical Aide I	$77
Technical Aide II	$100
Technical Aide III	$120
CAD Operator I	$126
CAD Operator II	$146
CAD Operator III	$162
GIS Analyst I	$164
GIS Analyst II	$180
GIS Analyst III	$191
Environmental Analyst I	$140
Environmental Analyst II	$157
Environmental Analyst III	$166
Environmental Specialist	$180
Designer I	$168
Designer II	$174
Senior Designer I	$184
Senior Designer II	$193
Design Manager	$191
Senior Design Manager	$198
Project Manager I	$177
Project Manager II	$197
Project Manager III	$207
Project Manager IV	$223
Principal Project Manager	$227
Program Manager I	$197
Program Manager II	$209
Program Manager III	$228
Assistant Engineer I	$137
Assistant Engineer II	$153
Assistant Engineer III	$161
Assistant Engineer IV	$170
Associate Engineer I	$179
Associate Engineer II	$186
Associate Engineer III	$190
Senior Engineer I	$194
Senior Engineer II	$198
Senior Engineer III	$201
Senior Engineer IV	$204
Supervising Engineer	$209
Traffic Engineer I	$209
Traffic Engineer II	$223
City Engineer I	$223
City Engineer II	$227
Deputy Director	$231
Director	$237

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	$103
Code Enforcement Officer	$118
Senior Code Enforcement Officer	$139
Supervisor Code Enforcement	$168
Plans Examiner Aide	$110
Plans Examiner	$168
Senior Plans Examiner	$184
Assistant Construction Permit Specialist	$118
Construction Permit Specialist	$124
Senior Construction Permit Specialist	$146
Supervising Construction Permit Specialist	$154
Assistant Building Inspector	$139
Building Inspector	$154
Senior Building Inspector	$168
Supervising Building Inspector	$184
Inspector of Record	$196
Deputy Building Official	$196
Building Official	$198
Plan Check Engineer	$192
Supervising Plan Check Engineer	$194
Principal Project Manager	$227
Deputy Director	$231
Director	$237

PLANNING	
CDBG Technician	$82
CDBG Specialists	$98
CDBG Analyst	$116
CDBG Coordinator	$144
CDBG Manager	$174
Housing Programs Coordinator	$144
Planning Technician	$123
Assistant Planner	$154
Associate Planner	$168
Senior Planner	$191
Principal Planner	$198
Planning Manager	$211
Deputy Director	$231
Director	$237

ADMINISTRATIVE	
Administrative Assistant I	$95
Administrative Assistant II	$114
Administrative Assistant III	$133
Project Accountant I	$107
Project Accountant II	$125
Project Controller I	$133

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$139
Labor Compliance Manager	$174
Utility Coordinator	$167
Office Engineer I	$140
Office Engineer II	$159
Assistant Construction Manager	$152
Construction Manager	$176
Senior Construction Manager	$191
Resident Engineer I	$198
Resident Engineer II	$206
Project Manager IV	$223
Deputy Director	$231
Director	$237

INSPECTION SERVICES	
Public Works Observer **	$125
Public Works Observer ***	$151
Senior Public Works Observer**	$136
Senior Public Works Observer ***	$151

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$143
Survey Analyst II	$164
Senior Survey Analyst	$187
Supervisor - Survey & Mapping	$197
Principal Project Manager	$227

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$146
Associate Landscape Architect	$168
Senior Landscape Architect	$184
Principal Landscape Architect	$195
Principal Project Manager	$227

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2024 thru June 30, 2027, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

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WILLDAN GEOTECHNICAL / MATERIALS TESTING

Prevailing Wage Schedule of Hourly Rates

Effective July 1, 2024 to June 30, 2027

GEOTECHNICAL	
Soil Technician (Prevailing Wages)**	$145
Sr. Soil Technician (Prevailing Wages)**	$145
Geologist II	$185
Supervising Geologist	$209
CAD Operator II	$146
Assistant Engineer I	$137
Assistant Engineer II	$153
Assistant Engineer III	$161
Senior Engineer I	$194
Senior Engineer II	$198
Senior Engineer III	$201
Supervising - Lab Inspector	$137
Field Operations Manager	$147
Supervising Engineer	$209
Principal Project Manager	$227
Principal Engineer	$257
SPECIAL INSPECTION	
Special Inspection (Prevailing Wages)**	$151
Supervisor	$165

ADMINISTRATIVE	
Administrative Assistant I	$95
Administrative Assistant II	$114
Administrative Assistant III	$133
EXPERT WITNESS	
Principal Engineer/Geologist	$420

**For inspectors/soil technicians there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2024 thru June 30, 2027, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Non-Prevailing Wage Schedule of Hourly Rates

Effective July 1, 2024 to June 30, 2027

GEOTECHNICAL	
Soil Technician (Non-Prevailing Wages)**	$95
Sr. Soil Technician (Non-Prevailing Wages)**	$116
Geologist II	$185
Supervising Geologist	$209
CAD Operator II	$146
Assistant Engineer I	$137
Assistant Engineer II	$153
Assistant Engineer III	$161
Senior Engineer I	$194
Senior Engineer II	$198
Senior Engineer III	$201
Supervising - Lab Inspector	$137
Field Operations Manager	$147
Supervising Engineer	$209
Principal Project Manager	$227
Principal Engineer	$257

SPECIAL INSPECTION	
Special Inspection (Non-Prevailing Wages)**	$93
Supervisor	$165

ADMINISTRATIVE	
Administrative Assistant I	$95
Administrative Assistant II	$114
Administrative Assistant III	$133

EXPERT WITNESS	
Principal Engineer/Geologist	$420

**For inspectors/soil technicians there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2024 thru June 30, 2027, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

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WILLDAN GEOTECHNICAL / MATERIALS TESTING

Unit Testing Rate Sheet

Effective July 1, 2024 to June 30, 2027

Identification and Index Properties			
In-situ Moisture and Density (ASTM D2937)	$32	per	Test
Grain Size Analysis – Sieve Only (ASTM D6913)	$131	per	Test
Grain Size Analysis – Sieve & Hydrometer (ASTM D6913 & D7928)	$230	per	Test
Percent Passive #200 Sieve (ASTM D1140)	$90	per	Test
Atterberg Limits – Multi Point (ASTM D4318)	$210	per	Test
Atterberg Limits – One Point (ASTM D4318)	$100	per	Test
Specific Gravity (ASTM D854)	$110	per	Test
Sand Equivalent (ASTM D2419)	$100	per	Test
Compaction and Bearing Strength			
Modified Proctor Compaction – Method A or B (ASTM D1557)	$220	per	Test
Modified Proctor Compaction – Method C (ASTM D1557)	$250	per	Test
Compaction (CTM 216)	$225	per	Test
California Bearing Ratio, CBR – 3 Points (ASTM D1883)	$550	per	Test
R-Value	$300	per	Test
Shear Strength			
Torvane / Pocket Penetrometer	$22	per	Test
Direct Shear, Consolidated Drained – per Point (ASTM D3080)	$105	per	Test
Direct Shear, Residual – per Point (ASTM D3080)	$200	per	Test
Unconfined Compression (ASTM D2166)	$152	per	Test
Unconsolidated-Undrained (UU)	$230	per	Test
Consolidation, Collapse and Swell			
Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435)	$200	per	Test
Consolidation – Additional Load Increment (ASTM D2435)	$37	per	Test
Consolidation – Additional Time Rate per Load Increment (ASTM D2435)	$68	per	Test
Collapse Test – Single Point	$100	per	Test
Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546)	$89	per	Test
Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546)	$89	per	Test
Remolded Sample per Specimen	$68	per	Test
Expansion Index (ASTM D4829 / UBC 29-2)	$158	per	Test
Laboratory Permeability			
Constant Head (ASTM D2434)	$268	per	Test
Falling Head Flexible Wall (ASTM D5084)	$325	per	Test
Triaxial Permeability (EPA 9100)	$383	per	Test
Chemical Tests			
Corrosivity (pH, Resistivity, Sulfates, Chlorides)	$200	per	Test
Organic Contents (ASTM D2974)	$99	per	Test
Asphalt Tests			
Extraction / Asphalt (CTM 382)	$221	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308)	$383	per	Test
Wash Gradation (CTM 202)	$125	per	Test

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WILLDAN GEOTECHNICAL / MATERIALS TESTING

Unit Testing Rate Sheet

Effective July 1, 2024 to June 30, 2027

Concrete			
6"x12" & 4"x8" Cylinder Compression Test (ASTM C39)	$26	per	Test
2", 4" & 6" Diameter Cores Compression Test	$26	per	Test
3"x6" Cylinder Lightweight Concrete Compression Test (ASTM C495)	$26	per	Test
Shotcrete / Gunite Lab Coring & Compression Test (ASTM C42)	$53	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567)	$42	per	Test
Rapid Cure Concrete Cylinders (Boil Method) (ASTM C684)	$47	per	Test
Masonry			
2"x4" Mortar Cylinder Compression Test (ASTM C780)	$26	per	Test
2"x2" Mortar Cube Compression Test (ASTM C109)	$26	per	Test
3"x6" Grout Prism Compression Test (ASTM C1019)	$26	per	Test
CMU Grouted Prism Compression Test, up to 8"x8"x16" (ASTM E447)	$175	per	Test
CMU Grouted Prism Compression Test, larger than 8"x8"x16" (ASTM E447)	$250	per	Test
Steel Reinforcement			
Tensile or Bend Test, up to #8 (ASTM A370)	$58	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370)	$74	per	Test
Tensile or Bend Test, #14 (ASTM A370)	$95	per	Test
Fireproofing			
Unit Weight (UBC 7-6)	$53	per	Test
Cohesion / Adhesion (UBC 7-6)	$63	per	Test
Non-Destructive Testing (NDT)			
Dye Penetrant Testing	$137	per	Hour
Ultrasonic Testing	$137	per	Hour
Magnetic Particle Testing	$137	per	Hour
Radiographic Testing			Quote
Administrative Services			
Sample Pickup from Field	$68	per	Trip
Mix Design Review	$331	per	Mix
Lab Test Report	$26	per	Report
Field Vehicle Usage (by Soil/Asphalt Technician)	$6	per	Hour
Field Nuclear Gauge Usage (by Soil/Asphalt Technician)	$58	per	Hour

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

5:57pm

Item No. 5

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
Originating Department: **Parks & Recreation**

Department Head: tdelarosa
Tina De La Rosa

City Manager: Rob Houston
Rob Houston

SUBJECT: RATIFICATION OF SERVICES UNDER A RENEWAL STATEMENT OF WORK AND APPROVAL OF AN AMENDED AND RESTATED AGREEMENT WITH CIVICPLUS, LLC FOR RECREATION MANAGEMENT SOFTWARE SERVICES

PURPOSE: The City Council is asked to ratify services already received from CivicPlus, LLC for the CivicRec recreation management software used by the Parks & Recreation Department, and to approve an Amended and Restated Agreement that renews the service through October 24, 2029, on the City's standard Professional Services Agreement. The renewal was signed at the department level on September 11, 2025, by a staff member whose authority to bind the City is unclear, and these actions remove that doubt. The total cost of the five-year renewal is $173,187.25, paid from the General Fund.

RECOMMENDED ACTIONS: The City Council will consider:

a. Ratifying the services provided by CivicPlus, LLC under the renewal Statement of Work for CivicRec recreation management software signed on behalf of the City on September 11, 2025, and the payments made for those services, for the period from October 25, 2024, through the earlier of the date the Amended and Restated Agreement is executed or the date the City Council takes further action on the agreement;

b. Approving an Amended and Restated Agreement for Professional Services with CivicPlus, LLC on the City's standard Professional Services Agreement form, which amends and restates Contract No. 2022-93-CC, renews the services through October 24, 2029, attaches the renewal Statement of Work as an exhibit for scope and pricing only, and sets total compensation from October 25, 2024, through October 24, 2029, including amounts already paid, in an amount not to exceed $173,187.25, in substantially the form of the draft attached to this report; and

c. Authorizing the Mayor or City Manager to execute the Amended and Restated Agreement in a form approved by the City Attorney, including changes negotiated with CivicPlus, LLC that do not increase the not-to-exceed amount or extend the term.

SUMMARY: Since October 2022, the Parks & Recreation Department has used CivicRec, a cloud-based system provided by CivicPlus, LLC, to let residents register for programs, reserve

park facilities, buy memberships, and pay online. The City Council approved the original agreement on October 25, 2022, after a competitive Request for Proposals.

In September 2025, before the original term ended, the Department signed a five-year renewal Statement of Work so the system would stay in service. The renewal runs from October 25, 2024, through October 24, 2029, and keeps the same 5% annual price increase used in the original pricing. The staff member who signed it was not one of the officials the Municipal Code allowed to sign contract changes without Council action, so it is unclear whether the signature bound the City. The renewal also adopts CivicPlus's standard online terms, which conflict with the protections in the City's 2022 agreement.

Ratification covers only the services the City has already received and paid for, through the date the new agreement is signed. The Amended and Restated Agreement renews the service through October 24, 2029, at the same price, on the City's standard Professional Services Agreement, so the City's terms control and the City keeps its insurance, indemnity, data ownership, and termination rights. Residents will see no change in service.

FISCAL IMPACT: The renewal costs $173,187.25 over five contract years, an average of $34,637.45 per year. CivicPlus invoices each year on October 25. The cost is paid from the General Fund, Parks & Recreation software account (100-401-61-6730). The annual cost by contract year is shown below.

Contract Year	Service Period	Fiscal Year Invoiced	Amount
Year 1	October 25, 2024, to October 24, 2025	FY 2024-25	$31,342.50
Year 2	October 25, 2025, to October 24, 2026	FY 2025-26	$32,909.66
Year 3	October 25, 2026, to October 24, 2027	FY 2026-27	$34,555.14
Year 4	October 25, 2027, to October 24, 2028	FY 2027-28	$36,282.90
Year 5	October 25, 2028, to October 24, 2029	FY 2028-29	$38,097.05
Total			**$173,187.25**

Source: CivicPlus renewal Statement of Work signed September 11, 2025 (Attachment B).

Year 1 fell within the third year of the original agreement and was billed at the rate the original pricing already provided. The City paid $31,342.50 for Year 1 in FY 2024-25 and $32,909.63 for Year 2 in FY 2025-26, a total of $64,252.13 to date. The Year 3 invoice of $34,555.14, dated October 25, 2026, has not been paid and will be paid after the Amended and Restated Agreement is executed. The FY 2026-27 Adjusted Budget includes $34,556.00 for this software, which is sufficient for the Year 3 payment, so no new appropriation is requested. Years 4 and 5 total $74,379.95 and will be included in the FY 2027-28 and FY 2028-29 proposed budgets. The General Fund already carries this cost, so the recommended actions add no new expense.

BACKGROUND: In 2022, an upgrade to the Department's prior software, e-Trak, removed functions staff relied on, including membership tracking, payment processing, and class rosters. On August 16, 2022, the City released a Request for Proposals for recreation management software and received six proposals. A selection committee from the Parks & Recreation and Administrative Services Departments interviewed all six vendors and selected CivicPlus, LLC.

On October 25, 2022, the City Council approved an Agreement for Professional Services with CivicPlus, LLC, a Kansas limited liability company (Contract No. 2022-93-CC), and appropriated $29,485.00 from General Fund balance to account 100-401-61-6101 (Attachment A). The Mayor signed the agreement on the City's behalf on October 26, 2022. First-year compensation was capped at $37,485.00, with Year 2 recurring services priced at $29,850.00 and a 5% annual increase beginning in Year 3. The agreement's term provisions are inconsistent (three years in Section 3, one year in Section 7), and its Statement of Work renews automatically each year unless either party gives 60 days' notice.

Around September and October 2024, CivicPlus sent the Department a renewal Statement of Work for a five-year term from October 25, 2024, through October 24, 2029 (Attachment B). On September 11, 2025, Tina De La Rosa, then Deputy Director of Parks and Recreation, signed it at the direction of then Director Steve Costley. Its term was dated back to October 25, 2024, the start of the original agreement's third year. The renewal Statement of Work is not a standalone contract. It states that it is governed by the CivicPlus Master Services Agreement and other terms posted on the CivicPlus website, and that those terms replace all prior agreements between the parties. It also renews automatically in 12-month increments after October 24, 2029, unless either party gives 60 days' notice.

Under the City's purchasing ordinance, a change to an existing City contract could be signed without Council action only by the City Manager, the Finance Director, the Public Works Director for parks-related contracts, or an employee the Council authorized to sign when it approved the contract (SGMC § 1.54.610(C)). In 2022, the Council authorized the Director of Parks & Recreation to sign documents needed to implement the software. The renewal was signed by the Deputy Director, and it is not clear that the Director's authority covered a five-year renewal or could be delegated. Service has continued without interruption.

ANALYSIS: Staff recommends keeping CivicRec in place and correcting the contract record through ratification and an Amended and Restated Agreement, for the reasons below.

Procurement Method

CivicPlus was selected through a competitive Request for Proposals in 2022. The renewal was not separately solicited. Staff recommends continuing with CivicPlus because the system is already configured with the City's programs, fee schedules, facilities, memberships, and resident accounts, and a change would require a data migration, staff retraining, and possible disruption to residents during registration periods. The City's purchasing ordinance does not apply its bidding procedures to contracts for professional and other services (SGMC § 1.54.350). The updated rules in Ordinance No. 2026-07-CC take effect January 10, 2027.

Pricing

The renewal pricing continues the pricing obtained through the 2022 Request for Proposals. Year 1 of the renewal, $31,342.50, equals the original Year 2 price of $29,850.00 increased by 5%, which is what the original agreement already provided for Year 3. Each later year increases by 5%. It adds no new products or fees. Staff will seek a lower annual increase at the next renewal.

Ratification and Contract Terms
Ratification is the Council's formal adoption of an action taken on the City's behalf without clear authority. It is available because the Council could have approved this renewal in the first place. Recommended Action (a) is limited on purpose. It ratifies the services received and payments made under the Statement of Work only until the Amended and Restated Agreement is signed, or until the Council acts again if negotiations fail. It does not adopt the Statement of Work's remaining term or CivicPlus's online terms. The forward commitment through October 24, 2029, comes only from the Amended and Restated Agreement, on the City's terms.

The CivicPlus online terms referenced in the Statement of Work have never been reviewed by the Council and may be revised by CivicPlus. The Amended and Restated Agreement (Attachment C) replaces Contract No. 2022-93-CC with the City's current standard Professional Services Agreement and attaches the renewal Statement of Work as an exhibit for scope and pricing only. It keeps the renewal's term and pricing and makes three changes. First, the City's agreement controls over the Statement of Work, and CivicPlus's online terms do not apply unless the City agrees to them in writing. Second, the term ends on October 24, 2029, with no automatic renewal unless the City approves it in writing. Third, the City's standard protections apply, including termination for convenience, insurance and indemnity requirements, and City ownership and return of its data.

The attached agreement is a draft. Staff is still negotiating final terms with CivicPlus and does not expect to finish before this meeting. Recommended Action (c) allows the final version to be signed once the City Attorney approves it, if the changes do not raise the not-to-exceed amount or extend the term. If CivicPlus will not accept terms that keep the City's core protections, staff will return to the Council.

Alternatives Considered
The Council could decline to ratify the renewal and direct staff to issue a new Request for Proposals. The City would then need CivicPlus to keep providing service under the original agreement during a solicitation and data migration that would likely take 12 to 18 months, and would bear transition costs. Staff does not recommend this because those costs and the service risk to residents likely outweigh any savings.

Next Steps
If the Council approves, staff and the City Attorney will finish negotiating the Amended and Restated Agreement, and the Mayor or City Manager will sign it. The Department will bring a renewal or new solicitation to the Council at least six months before the October 24, 2029, end date.

ATTACHMENTS: A. Contract No. 2022-93-CC with CivicPlus, LLC dated October 25, 2022
B. CivicPlus Renewal Statement of Work signed September 11, 2025
C. Draft Amended and Restated Agreement with CivicPlus, LLC

AGREEMENT FOR PROFESSIONAL SERVICES FOR RECREATION MANAGEMENT SOFTWARE SERVICES BETWEEN THE CITY OF SOUTH GATE AND CIVICPLUS, LLC

This Agreement for Professional Services for Recreation Management Software Services ("Agreement") is made and entered into on October 25, 2022, by and between the City of South Gate, a municipal corporation ("City" or "Client"), and CivicPlus LLC., a Kansas Limited Liability Company ("Consultant" or "CivicPlus"). 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 Recreation Management Software;

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Consultant's Proposal, Exhibit "B", 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 the first year of services under this Agreement shall not exceed the sum of **Thirty-Seven Thousand Four Hundred Eighty-Five ($37,485)** as described in Consultant's Statement of Work (the "SOW") attached hereto and incorporated herein as Exhibit "A." City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Director of Parks & Recreation or his/her designee.

   2.1 Consultant shall be required to attend meetings at City Hall, if 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. Notwithstanding, the Parties do not contemplate in person meetings as this SOW involves a remote software service.

   2.2 Consultant shall be paid in accordance with the schedule included in Consultant's Statement of Work attached hereto as Exhibit "A." City shall pay Consultant within

thirty (30) days of receipt of the invoice.

2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

3. **TERM OF AGREEMENT.** This Agreement is effective as of October 25, 2022, and will remain in effect for a period of three (3) years from said date, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein, and may be renewed in accordance with the terms of the SOW.

4. **CITY AGENT.** The Director of Parks & Recreation ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for City. Whenever approval or authorization is required, Consultant understands that the Director, or 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. Either Party may terminate this Agreement at any time without cause by giving sixty (60) days written notice to the other Party of such termination and specifying the effective date thereof. In that event, all Client Content, as defined by this Agreement, in section 6.10 below, 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 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 withing a period of thirty (30) 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 Client Content 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. Notwithstanding the foregoing, Consultant may assign and transfer all of its rights under this Agreement by a sale of all of its assets or merger, subject to approval by the City, which approval shall not be unreasonably withheld.

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of to race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and the City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard

to their race, color, religion, ancestry, sex, national origin, disability, or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include, but are limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

b. Name and list as additional insured the City, its officers, and employees.

c. Specify its acts as primary insurance.

d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material

change."

e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 **Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all third party 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 may be required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the reasonably 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 Intellectual Property and Ownership. Upon full and complete payment of amounts owed for project development, City will own the website graphic designs, webpage or services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of City pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides or inputs into any website, software, or module in connection with any services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing services or otherwise.

Upon completion of the project development, City will assume full responsibility for Client Content maintenance and administration. City, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. City hereby

grants CivicPlus a limited, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. City represents and warrants that City owns all Client Content or that City has permission from the rightful owner to use each of the elements of Client Content; and that City has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

At any time during the term of this Agreement, City will have the ability to download the Client Content and export the City data through the Services. City may request CivicPlus to perform the export of City data and provide the City data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by City. Upon termination for any reason, whether or not City has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and City data held in the Services sixty (60) days following termination. During the sixty (60) day period following termination, regardless of the reason for its termination, City will not have access to the Services.

Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. City shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided herein; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than City, to use the services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

Provided City complies with the terms and conditions herein, and license restrictions set forth in this section, CivicPlus hereby grants City a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with this Agreement for the term of this Agreement.

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. 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. CivicPlus warrants that the services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the City that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

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
Steve Costley, Director of Parks & Recreation
4900 Southern Avenue
South Gate, CA 90280
Email : scostley@sogate.org
TEL: (323) 563-5494

WITH COURTESY COPY TO:
City of South Gate
Yodit Glaze, City Clerk
8650 California Avenue
South Gate, CA 90280
Email : yglaze@sogate.org
TEL: (323) 563-9510

TO CONSULTANT:
CivicPlus
Attn: Legal Department
302 South 4th Street, Suite 500
Manhattan, KS 66502
legal@civicplus.com (888) 228-2233

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.

6.25 Responsibilities. CivicPlus will not be liable for any act, omission of act, negligence, or defect in the quality of service of any underlying carrier, licensor, or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the City.

CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by City or any entity employed/contracted on the City's behalf. During project development, City will be responsive and cooperative with CivicPlus to ensure the project development is completed in a timely manner.

City agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any service provided by CivicPlus. City further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the services or the consequences of the solicitation, collection, storage, or other use by City or by any third party of personal data.

CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy (the "Privacy Policy" found at https://www.civicplus.com/privacy-policy"). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of City data. Except (a) in order to provide the services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by City; or (d) in compliance with our Privacy Policy, CivicPlus will not modify City data or disclose City data, unless specifically directed by City or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without City authorization.

6.26 Limitation of Liability. The liability of CivicPlus arising out of or related to this Agreement, will not exceed the insurance levels required of CivicPlus in Section 6.5, infra.

7. EFFECTIVE DATE. The effective date of this Agreement is October 25, 2022 and will remain in effect for an initial period of 1 year and may be renewed as set forth in the SOW, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

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

CITY OF SOUTH GATE:

By: _____
Al Rios, Mayor

Dated: 10/26/2022

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

CIVICPLUS:

By: _____
Amy Vikander, Senior VP of Customer Success

Dated: 10/26/2022

EXHIBIT A

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-29107-1
Date: 9/8/2022 9:35 PM
Expires On: 10/31/2022

Client:
SOUTH GATE, CALIFORNIA

Bill To:
SOUTH GATE, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brian Scott	x	bscott@civicplus.com		Net 30

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicRec Pay - Authorize.Net	CivicRec Pay - Authorize.Net	
1.00	CivicRec Pay Annual Fee - Authorize.Net	CivicRec Pay Annual maintenance and support fee	Renewable
1.00	CivicRec Pay Implementation - Authorize.Net	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time
1.00	Memberships/Passes Import	Memberships/Passes Import	One-time

~~List Price - Year 1 Total~~	~~USD 55,085.00~~
Total Investment - Year 1	USD 37,485.00
Annual Recurring Services - Year 2	USD 29,850.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the AGREEMENT FOR PROFESSIONAL SERVICES ("MSA"), to which this SOW is hereby attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term of one year from October 25, 2022 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced on October 25, 2022.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 3 of service. Client will pay all invoices within Net 30 days of the date of such invoice.

5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 2,000,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.

6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.

7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources:

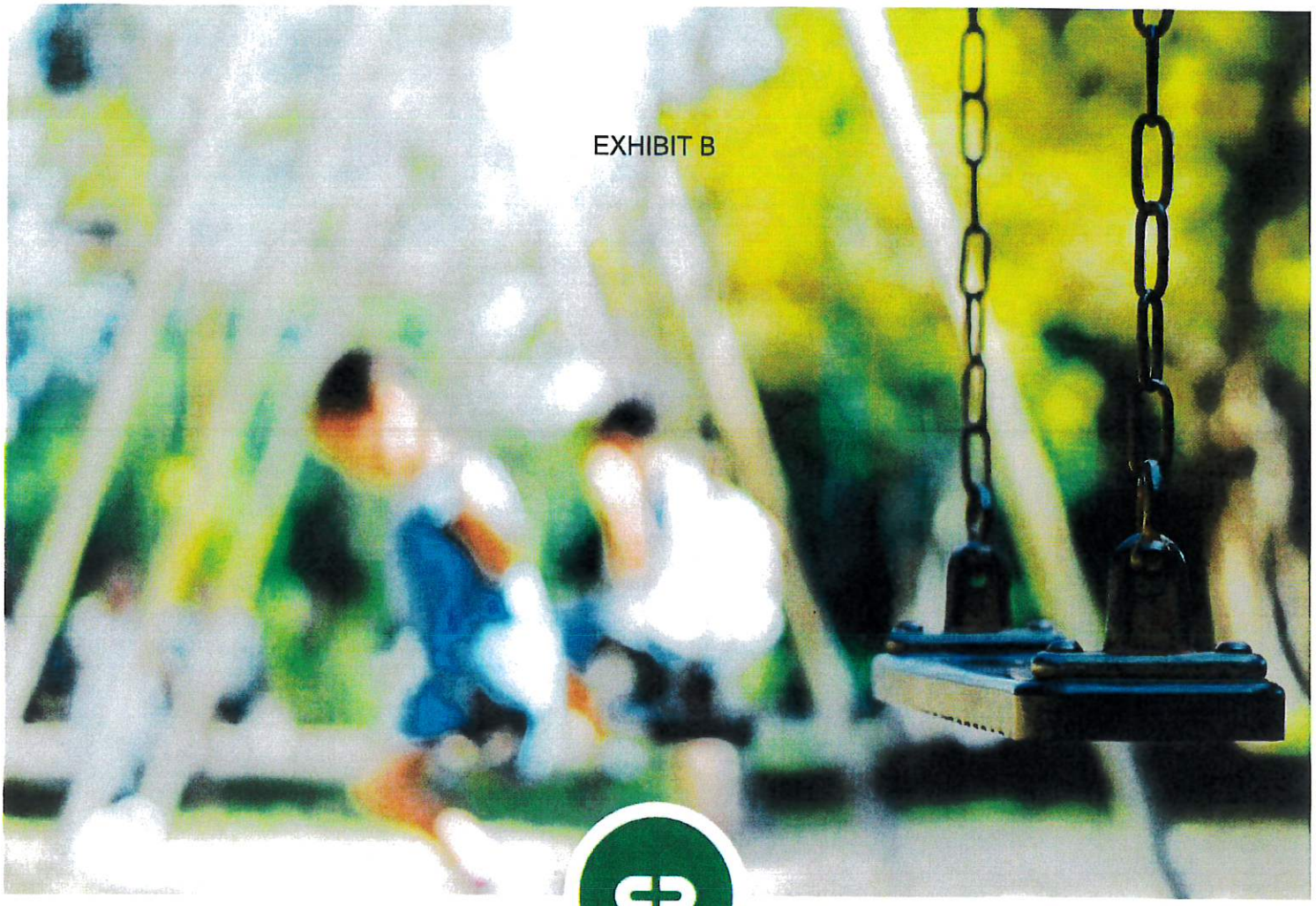
Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

EXHIBIT B



CIVICREC

RECREATION MANAGEMENT SOFTWARE

The City of South Gate, California

Presented by | Brian Scott, Account Executive

CIVICPLUS

CIVICPLUS

September 22, 2022

James Markel, Recreation Supervisor
City of South Gate Parks & Recreation Department
4900 Southern Avenue
South Gate, CA 90280

RE: Recreation Management Software

Dear Mr. Markel:

Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personalized, frictionless, and expedited. The CivicRec Recreation Management System (RMS) is both comprehensive and convenient to encourage resident engagement in your park facilities and recreation activities.

Because South Gate has unique values and goals for reaching out to your community, such as shelter or meeting room reservations, adult and youth sports activities, and annual pool passes, the CivicRec RMS will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

- Unlimited user licenses
- Access to all CivicRec modules
- Ongoing software updates
- 24/7/365 emergency support with secure hosting and maintenance

With the CivicRec RMS, your staff will have an easy-to-use suite of cloud-based tools that will simplify the way your staff works while creating an engaging experience for your residents.

Sincerely,



BRIAN SCOTT
Account Executive
bscott@civicplus.com
785.370.1059



BRIAN REMPE
President/CEO
(authorized to bind CivicPlus)



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1	Executive Summary
2	Understanding the Project
3	Experience & Background
4	Proposed Parks & Recreation Management Software
7	System Security
8	Proposed Project Work Plan
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Executive Summary

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the residents they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our customers, including solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and resident relationship management, codification, and licensing and permits.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We consider it a privilege to partner with municipal leaders and provide them with solutions that will serve their needs today and well into the future.

After carefully reviewing South Gate's request for proposal, we understand your requirements and believe we have developed an exciting solution to meet your needs. We have included more information about your requirements on pages 2 and 15.

Experience

20+ Years

12,000+ Customers

900+ Employees

Recognition

Inc. 5000

11-time Inc. 5000 Honoree

100 GovTech Company 2022

govtech.com/100

Technical Support

Recognized with multiple, global Stevie® Awards for sales and customer service excellence



Contact Information

Brian Scott
Account Executive
E: bscott@civicplus.com
P: 785.370.1059

Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com

Understanding the Project

Upon review, CivicRec feels that it can cover most of the requested functionality using out-of-the-box functionality or alternative methods. It is the responsibility of South Gate to assess CivicRec to determine if it will meet their needs. For a complete response to each item indicating how we can specifically meet your needs, please see the Appendix on page 15.

Experience & Background

CivicPlus' focus has been and will always be to help local governments work better. Our web technology is dedicated to finding the right solutions for government technology. CivicPlus continues its commitment to provide exceptional customer service and innovative solutions that help bring the best user experience to our customers. In 2017, CivicPlus invested over $4 million in research and development to continue enhancing and developing solutions for local government. The utilization of CivicPlus' products have provided local governments with the opportunity to reach over 75 million residents with online digital services. In the upcoming months, CivicPlus will continue to push out enhancements to improve the user experience for both our customers and their online visitors.

As your partner, CivicPlus can help meet residents' expectations of instant access to information with outdated technology and limited resources. Our company is passionate about our mission to help make local government better. We know we aren't just providing software; we are helping build a trusted and long-term relationship between you and your residents through our innovative technology. Collaborating with you throughout the process ensures we deliver the solution that is right for South Gate.

Over the past 20 years and thousands of projects, CivicPlus has honed and developed a proven process of delivering successful web solutions. During this time, we have found that maintaining open lines of communication and collaborating with customers from beginning to end about goals, needs, and expectations helps shape a sustainable and strategic project. We strive to help local government streamline their daily work and better inform and connect their communities. With such experience, we are confident that we can provide the best solution for South Gate.

We know that every community is unique, and recreation departments have different services and goals. We tailor our solutions to meet your specific goals and expectations.

Project Team

From project management to development to training and support, a dedicated project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Our expert project leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond. Your individual, dedicated Implementation Consultant, will be determined just prior to kickoff so we can be sure they will be available to begin your project immediately and work directly with you throughout the entire process. This ensures we deliver the attention and effort you need and deserve to achieve your vision of success.

Proposed Parks & Recreation Management Software

South Gate is seeking a recreation management system that provides your staff and customers with the greatest service in the industry, both in person and online. CivicRec can provide you with an integrated, web-based, and hosted application recreation management system that is comprehensive, efficient, and modern. You'll find our robust set of easy-to-use tools the most comprehensive solution to meet your needs.

Further, multiple product enhancements are released every year to continually develop and improve the product as a top priority. CivicRec is fully scalable to allow for future growth and is easily deployed to all functional areas. We want both our customers and your residents to experience a product that feels clean, is powerful, actively managed, and well-supported.

Activity Registration

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, and assign instructors. Easily take registrations in-house or allow residents and non-residents to register securely on the device of their choice. Email branded receipts and permits after checkout. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules. Sign-up is easy for teams or individuals. With the "Scores & Schedules" and "Parent/Player Portal," your public and league participants will have easy access to current league information.

Membership Management

Easily sell memberships or punch cards, take member photos, print cards or associate barcode key tags, and check people into a facility. Leave credit and debit cards on file for future and recurring payments. Staff can see a history of the account's transactions.

Volunteer Management

CivicRec's volunteer management tool creates, manages, and organizes your volunteer opportunities. Within the Activity module, you can create volunteer roles and assignments specific to events, classes, or activities. Residents can select and register for volunteer roles from home and CivicRec will assist in tracking the time volunteers spend helping around the community with completely integrated reporting for tracking purposes.

Facility Reservations

Easily take in-house and online reservations as well as reserve spaces for classes and sports with an integrated master calendar to avoid double bookings. It's easy to see availability with grid and map-based views with attached photos, descriptions, and rental rates. Generate and email complex permits as well as include waivers, prompts, and forms for a complete checkout process.



Reporting/Financial Accounting

CivicRec has a very powerful reporting engine. There are over 100 canned reports. However, staff can basically take any report and customize it to their liking. Filters and fields can be added and/or removed. Reports can be sorted, saved, emailed, exported to Excel, or scheduled for regular delivery to any email address.

Ticketing



Easily generate general admission tickets for events. Public users will receive their tickets and receipt, which are always available in their transaction history. Tickets can then be printed or shown on their phone display to be scanned into our mobile or desktop check-in screens.

Point of Sale

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers. Integrated inventory control will tell you how many of each item are available at each of your locations.

Marketing/Brochures

CivicRec can produce an InDesign-friendly export that should facilitate the process of generating a brochure. Further, CivicRec's social media tools serve as an additional marketing method allowing users to share via their social media with friends and family.

Email/SMS Blasts

There are several links within CivicRec that allow for email blasts. Many of our reports and roster views allow for mass mailings with just the click of a button. The People Finder report is particularly handy for mailings based on several different filters. SMS messaging is available to facilitate those particularly time-sensitive notifications like cancellations.

Group Permission Levels

Customize your staff experience by creating access groups and setting permissions tailored to individual staff members' roles.

Surveys

Participants will automatically receive post-program surveys requesting feedback. This information is captured and presented back to staff to help determine how your programming is being received.

Resident Dashboard/ Management

With CivicRec's intuitive public dashboard, residents can conveniently view notifications, upcoming events, tickets, and receipts. Family or organization members can be added with age and resident information for easy activity registrations. Administratively, your staff can manage user accounts in-house with tools like internal notes and flags as well as duplicate account prevention.

Mobile Ready



When users register through CivicRec, they get the same great experience on their phone/tablet that they're used to experiencing on their desktops. This mobile responsive experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does. There's QR code support as well as social networking integration to make it easy for your users to connect with you.

Hardware Compatibility

Customers may opt for a variety of hardware peripherals to enhance the CivicRec experience. CivicRec can be integrated with magnetic stripe readers, barcode readers, thermal printers, cash drawers and more. While CivicRec does not directly provide hardware, we are happy to assist with procurement and implementation.

Credit Card Processing

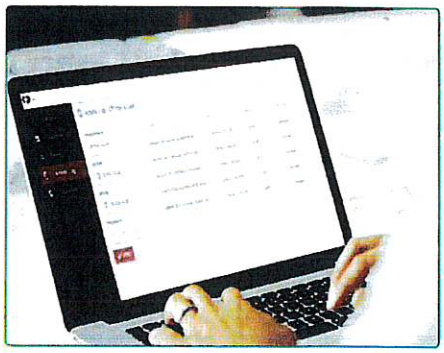
CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Local governments can use Pay within many of our solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the customer experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by South Gate, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Additional details on our approved partner network and other supported gateway providers is available upon request.

To utilize any of the approved gateways, an agreement will need to be executed directly between South Gate and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.



Optional Integration Development

CivicRec has developed integrations with a variety of parks and recreation related software systems. There are several integration capabilities that South Gate may choose to leverage. Integrations may require additional discussion and scoping. Since integrations can require custom development time, additional fees may apply.

- Financial GL extract compatible with your financial system
- ArcGIS for purposes of local resident determination
- Identity Provider (IdP) Integration for secure single sign-on
- Lighting integration with Musco or SkyLogix lighting solutions
- AudioEye Enterprise - ADA / WCAG Accessibility

Document Management

The CivicRec Document Management feature gives you the ability to request, store, and manage both non-secure/standard and secure (sensitive PII) documents as part of the CivicRec activity checkout/registration experience. To benefit from this additional system feature, additional fees will apply.

System Security

Technical & Ongoing Support

- Live technical support engineers based in the U.S.
- Weekday business hours: 7 a.m. – 7 p.m. (CST)
- Contact via phone, email, and live chat
- 4-hour response during business hours
- 24/7 emergency technical support for named points of contact
- Self-Service CivicPlus Help Center for tutorials and user guides
- Assigned customer success manager to ensure your complete and ongoing satisfaction

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades, fixes, enhancements, and operating system patches
- Testing and Development

Hosting & Security

- Hosting with Azure's geographically distributed regions
- Cloudflare Content Delivery Network
- Amazon Aurora (Aurora) fully managed relational database engine
- 24/7/365 system monitoring, system availability, and performance
- Server firewalls, anti-virus scanning, IP logging and filtering, and application security monitoring
- Software updates and security patches
- Disaster recovery with local, replicated servers and off-site encrypted backups
- PCI Compliance with CivicPlus Pay - a Level 1 PCI DSS certified payment gateway

Award-Winning

CivicPlus' Technical Support Team has been honored with one Gold Stevie® Award, three Silver Stevie® Awards, and five Bronze Stevie® Awards, which are the world's top honors for customer service, sales professionals, and more.

2021 Support Metrics

- **Total Tickets** – 103,759
- **Average Chat Response** – 3:48 Minutes
- **Average Phone Response** – 7:57 Minutes
- **Customer Satisfaction Score** – 95.7%
- **Solved in One Touch** – 71.2%

CivicPlus Pay

Pay is a secure, PCI-compliant utility application integrated within the CivicPlus Platform that local governments can use with their CivicRec solution. With Pay, CivicPlus supplies a critical financial data transaction solution and enables secure resident and business payment transactions for any municipal service, all within one trusted and integrated system.

Proposed Project Work Plan

Project Approach

During the Initiate and Analyze Phases, South Gate and the CivicRec Implementation Team will work together to determine an ideal project plan based on your department's goals and contracted items. This includes, at minimum, determining the look and feel of your public page, configuring your accounting settings, importing GL codes, and setting up your payment gateway. It may also include preparing data imports and/or integrations.

During the Design and Configure Phase, South Gate will learn the ins-and-outs of CivicRec through the four Core Curriculum Trainings and three Q&A / Elective Sessions. Electives may include things like campgrounds, memberships, leagues, and front-line training. Your CivicRec Implementation Consultant will train your team on the necessities of the system and tailor based on your specific needs. It is also expected that South Gate tests every item in their new catalog for practice and quality assurance. During this phase, it is important for South Gate to begin thinking about marketing tactics to promote your new online catalog.

After training is complete, South Gate enters the Optimize and Launch Phases, where you will work with the CivicRec Implementation Team to prepare to launch. Both parties will help to ensure all requirements are met for a successful go-live. It will be up to the South Gate to determine when to open the catalog to your community once all implementation tasks are complete.

Approximately two to four weeks after all implementation requirements are complete, you will have one additional training/consulting engagement with your Implementation Consultant to help support the transition. Once you are ready to launch to your community, you will place a link on your website to direct customers to your CivicRec catalog and our Technical Support Team will be ready to assist you with any questions you may have.

CivicPlus understands that South Gate staff is required to balance daily duties along with implementation. Our implementation approach takes this into account, and your timeline will be set according to your needs and may be modified upon discussion with your CivicRec Implementation Team.

Data Imports

A data import of all GL Codes is included in our CivicRec Implementation Packages. Also included in your project is an import of all Memberships. CivicRec can also import certain data from your current database to your new CivicRec Catalog, leveraging our custom developed scripts and libraries. Additional data imports include User Accounts, Residency Address Lists, Activities, Facilities, and Future Facility Reservations. To benefit from further data imports options, additional fees will apply.



Premium Project Timeline

The following is a simplified example project plan. A typical Premium CivicRec implementation averages ~16 weeks. After further scoping, we believe we can shorten the duration based on phasing-in and launching priority items to meet your December timeline if all deliverables are met and customer homework is completed. South Gate's specific timeline can be affected by additional training or integration needs, schedules and availability, pace of learning, and a target launch date. Upon determination of your final scope, your CivicRec Implementation Team will be able to share a complete and more detailed project plan specifically tailored to you.

PROJECT START

1

Initiate

PHASE 1

- Project Initiation & Review
- Project Timeline Review & Approval
- Kickoff Deliverables
- Kickoff Call

Analyze

PHASE 2

- Payment Gateway Setup
- Accounting Setup
- GL Code Import
- Prepare Data Imports
- Prepare Public Page Design

2

3

Design & Configure

PHASE 3

- Configuration Training & Testing
- Facilities Training & Testing
- Q&A / Elective Training & Testing
- Activities Training & Testing
- Q&A / Elective Training & Testing
- Daily Operations Training & Testing
- Q&A / Elective Training & Testing

Optimize

PHASE 4

- Complete Catalog Testing
- Complete Public Page Design
- Remove Test Data
- Import Data

4

5

Launch

PHASE 5

- System Implementation Closeout Meeting
- Remove Trial Flag - Enables 100% Functionality
- Transitioned to Dedicated Customer Success Manager
- Launch to Community
- Post-Hand Off/Launch Q&A

GO LIVE

Training

Premium Training Plan

A Premium Training Plan covers the necessities of learning CivicRec: Configuration, Facilities, Activities, and Daily Operations and includes four additional training sessions based on the specific needs of your operation. One of these sessions is typically reserved a few weeks after implementation is complete, to answer any lingering questions or scenarios you encounter as you ramp-up going live to your community.

A final review of your system will occur during your Prep for Launch Meeting in which your team can ask any final questions before being handed off to our Technical Support Team, so you are confident moving forward with your new system and all the resources available to you when implementation is complete.

Financial Arrangement

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from September 22, 2022.

CivicRec Implementation

- Project Coordination
- Branded Public Portal
- CivicPlus Pay Approved Payment Gateway Set-Up with Authorize.Net
- GL Code Import
- Memberships Import

Professional Services

- Up to Four Hours of Virtual Consulting
- Up to 16 Hours of Virtual Training

Annual Recurring Services

- CivicRec Recreation Management Software Licensing
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Customer Success Manager
- CivicRec Reserves the Right to Reassess the Historical Data and Transaction Volume Annually to Ensure that the Annual Service Fees Accurately Reflects the Transaction Volume Processed in the Prior Year

Year 1 Standard List Price	~~$55,085~~
Year 1 Total Discount	($17,600)
Total Year 1 Investment Includes one-time fees and Year 1 annual services	$37,485
Year 2 Annual Recurring Services	$29,850

Optional Project Enhancements:

We are confident in the ability of our proposed project to meet South Gate's main needs. However, we recommend the following additional enhancements that could positively impact your experience and goals:

- Document Management
- AudioEye Enterprise
- Users Import
- Residency Import
- Activities Import
- Facilities Import
- Future Facility Reservations Import

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in U.S. dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CivicPlus Offers:

Standard CivicRec Invoicing

- 100% of Year 1 fees due at contract signing
- First-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 3 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please contact your account executive for more details

Payment Gateway Account

- Your chosen payment gateway will collect and disburse all credit card monies
- If selected, any of our partner payment gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay integrates with several payment gateways to provide maximum flexibility to our customers' needs

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. We look forward to developing a mutually beneficial contract with South Gate.

References

Included are just a few examples of other government entities, similar in scope, which have utilized CivicRec. Contact our customers and let them tell you about their experiences working with the product, our process, and how we met their expectations.

Irvine, California

ANGELA TAO, SENIOR MANAGEMENT ANALYST

E: atao@cityofirvine.org
P: 949.724.6459

Description: All-Inclusive modules licensing model with unlimited users, and 24/7 customer support

Carlsbad, California

BONNIE ELLIOTT, SENIOR MANAGEMENT ANALYST

E: bonnie.elliott@carlsbadca.gov
P: 760.434.2865

Description: All-Inclusive modules licensing model with unlimited users, and 24/7 customer support

Redding, California

ANGIE LIDSTER, PROJECT COORDINATOR

E: alidster@cityofredding.org
P: 530.225.4594

Description: All-Inclusive modules licensing model with unlimited users, and 24/7 customer support

Conclusion

South Gate is seeking a fully hosted RMS to provide your staff and customers with the greatest service in the industry. The City wants to provide its residents with excellent customer service both in person and online with the use of an RMS software that helps with daily administrative tasks such as activity registrations, facility reservations, memberships, point-of-sale, payment processing, and customized reporting.



Our solution has been specifically developed for parks and recreation. We will provide you with an integrated, web-based, and hosted application recreation management system that is comprehensive, efficient, and modern.

Your team will be empowered to manage memberships, instructors, sports leagues, and ticketing. You'll be able to share accurate data with local government with our accounting tools, reports, and financial integrations. For residents, the public portal allows users to track activities, reserve facilities, and more — and the responsive design displays seamlessly on any device.

A South Gate and CivicPlus partnership will save you time and money with a solution for your community to find what they need and when they need it.

Robust

The complete solution needed to run an efficient organization. There is no need to pick and choose as all modules and future releases are included.

Modern & Intuitive

From the resident dashboard to built-in marketing tools, CivicRec's all-in-one solution was built from the ground up specifically for local government.

Custom Experience

The responsive design ensures that the public portal is optimized for any device.

Appendix: Meeting South Gate's Requirements

Below is a complete description of how CivicRec can meet South Gate's specified requirements.

For all requested functionalities which CivicRec has stated are covered as an out-of-the-box functionality or can be achieved using an alternative method, it is the responsibility of South Gate to assess CivicRec to determine if it will meet their needs.

Mandatory Functions and System Requirements

1. Facility Reservation and Scheduling

- CivicRec can achieve all of the requested functionality through out-of-the box functionality or using an alternative method, with the exception of scheduling maintenance time by City staff.

2. Program Registration

- CivicRec can achieve all of the requested functionality through out-of-the box functionality or using an alternative method.
- Physical documents can be collected from participants/customers through the use of the Document Management functionality and is not included in the base price of CivicRec. Document Management is an additional functionality that is not currently included in the scope of work for this project.

3. Membership Management and Tracking

- CivicRec covers the requested functionality using out-of-the-box functionality or an alternative method. As no further development is being considered for this functionality, it is South Gate's responsibility to assess CivicRec to determine if it will meet their needs for the following requests: sell and manage memberships in person and online, allow memberships to be both seasonal and/or monthly. Customers may check in with the use of a barcode on a key fob or membership card or through their name. Current standard reports include several configurable reports for memberships, including, but not limited to, check-in reports, revenue/ transaction reports, active memberships, and balances due/invoicing reports. All reports can be exported to Excel. CivicRec currently has the ability to manage private lessons and personal training through the use of other modules. CivicRec includes several marketing components including the ability to create and export templates for a brochure import to In-Design, formattable emails for newsletters and communication, text messages for quick alerts, and connections to Social Media outlets.
- Functionality to address the following need is not planned for the CivicRec solution and would require development to meet your stated needs. The cost for development of the stated functionality is not included in our proposed pricing and would need to be contractually agreed upon between parties if escalated priority development is included in the final agreement: CivicRec does not currently have the functionality for digital membership cards or fitness tracking and progress.
- Depending on the payment gateway chosen by the City, CivicRec does have the ability to store cards on file and set up automatic payments for monthly memberships. Please see the list of partnered and supported integrated payment gateways and their respective functionalities here: https://www.platform.civicplus.help/hc/en-us/articles/1500005636262-Integrated-Gateways

4. Point of Sale

- CivicRec covers the requested functionality using out-of-the-box functionality or an alternative method. As no further development is being considered for this functionality, it is South Gate's responsibility to assess CivicRec to determine if it will meet their needs.

5. Financial Reporting and Cash Drawer Functions

- CivicRec covers the following requested functionality using out-of-the-box functionality or an alternative method. As no further development is being considered for this functionality, it is South Gate's responsibility to assess CivicRec to determine if it will meet their needs: GL Code, revenue, financial transaction tracking for activities and reservations, and daily close out reports.
- CivicRec provides several templated export options in the form of either .CSV or .TXT files to assist in transferring financial data from CivicRec into the financial software utilized by the customer. Templated extracts are included with the purchase of CivicRec. In the event none of the templated extracts work for the customer, CivicRec offers the option to purchase a custom financial extract built by the CivicRec team. Depending on your organizational needs, additional information will be required before the development can be agreed to. The final scope of any such development is solely at the discretion of CivicPlus, future business priorities and requirements, and development capacity.

6. Credit Card Processing

- Depending on the payment gateway chosen by the City, CivicRec does have the ability to store cards on file, take card transactions both in person and online, refunds directly back to the card used to make the payment, and set up automatic payments for monthly memberships. Please see the list of partnered and supported integrated payment gateways and their respective functionalities here: https://www.platform.civicplus.help/hc/en-us/articles/1500005636262-Integrated-Gateways
- CivicPlus does not store credit card information. Depending on the chosen payment gateway, stored payment methods on file may be an option. If this is the case, the payment gateway passes back a secure token, and no credit card information is stored within CivicRec. CivicRec and all third-party payment gateways are level 1 PCI compliant.
- Transaction fees are not negotiated through CivicRec or a part of the CivicRec contract. Fees are to be negotiated independently between the City and the payment gateways directly.

7. Online Registrations and Payments

- CivicRec covers the following requested functionality using out-of-the-box functionality or an alternative method. As no further development is being considered for this functionality, it is South Gate's responsibility to assess CivicRec to determine if it will meet their needs: user-friendly online interface for its registration, facility reservation, and membership transactions. CivicRec is a mobile compatible web-based system that provides a user-friendly experience from any device with access to the internet and a web-browser. CivicRec's preferred browser is Google Chrome.
- CivicRec allows for photos and hyperlinks to be added into descriptions where the City can include their brochure. CivicRec also allows the City to create export templates for the use of exporting information from CivicRec to products such as In-Design to assist with brochure creation.
- CivicRec currently offers free integrates with CivicEngage Central, the CivicPlus hosted website. APIs are available to the City after the purchase of the product if they wish to utilize them for their website.

8. Online Facility Reservation and Availability

- CivicRec covers the requested functionality using out-of-the-box functionality or an alternative method. As no further development is being considered for this functionality, it is South Gate's responsibility to assess CivicRec to determine if it will meet their needs.

9. Customer Database Management and Reporting

- CivicRec does not currently offer a way to collect marketing data or statistics. However, CivicRec can embed a Google Analytics code into the internal side of the product to track data. Data points and control of what can and cannot be tracked are managed by Google Analytics, not CivicRec.
- CivicRec covers the following requested functionality using out-of-the-box functionality or an alternative method. As no further development is being considered for this functionality, it is South Gate's responsibility to assess CivicRec to determine if it will meet their needs: core customer database with flexible search capabilities, custom fields to capture unique customer information outside of the standard fields, and reports (such as the People Finder) that can report on account information and can be configured with a variety of filters and fields and exported to Excel. Some account APIs are available to the City after the purchase of the product to use.

10. Informed Consent/Liability Waiver Acknowledgement, Archiving, and Management

- CivicRec covers the requested functionality using out-of-the-box functionality or an alternative method. As no further development is being considered for this functionality, it is South Gate's responsibility to assess CivicRec to determine if it will meet their needs.
- CivicRec does not delete any data unless requested by the City to do so. The most recent digital signature for each type of waiver will be available for "quick view" by the staff within CivicRec. In an instance where the City requires a copy of the physical signature of a waiver that is not the most recent, the City can submit a request to their Customer Success Manager to get a copy of whichever waiver they need.

Desirable Features

11. League Scheduling

- CivicRec covers the requested functionality using out-of-the-box functionality or an alternative method. As no further development is being considered for this functionality, it is South Gate's responsibility to assess CivicRec to determine if it will meet their needs.

12. Maintenance Scheduling

- Functionality to address this need is not planned for the CivicRec solution and would require development to meet your stated needs. The cost for development of the stated functionality is not included in our proposed pricing and would need to be contractually agreed upon between parties if escalated priority development is included in the final agreement.

13. Marketing and Communication

- CivicRec covers the following requested functionality using out-of-the-box functionality or an alternative method. As no further development is being considered for this functionality, it is South Gate's responsibility to assess CivicRec to determine if it will meet their needs: email receipts with course registration, facility rental, and membership information. CivicRec can also automatically send surveys and collect responses internally, which can be reported on. CivicRec also allows the City to create export templates for the use of exporting information from CivicRec to products such as In-Design to assist with brochure creation.

- Functionality to address the following needs is not planned for the CivicRec solution and would require development to meet your stated needs. Cost for development of the stated functionality is not included in our proposed pricing and would need to be contractually agreed upon between parties if escalated priority development is included in the final agreement: text receipts, automated newsletters, email reminders for appointments, program start dates, outstanding or unfinished registration material, renewal, and registration dates.

Web-Hosted System

- The proposed system may be a hosted web-based system (preferred) or a server based on site system. If the solution is a server-based system, the vendor must specify the necessary hardware and software platform in detail.
- CivicRec is a web-based system and is considered hardware agnostic. Third-party payment gateways will have specific requirements regarding hardware for their specific gateway. Please see the following articles regarding recommended hardware from CivicRec and the payment gateways.
  - CivicRec Hardware Recommendations: https://www.civicrec.civicplus.help/hc/en-us/articles/115004564114-Hardware-Recommendations
  - Third-Party Gateway Hardware Recommendations: https://www.platform.civicplus.help/hc/en-us/articles/1500005638302-Gateway-Hardware-Overview

Other Features

- CivicRec has the ability to offer and track scholarship funds. Scholarship funds can be added to specific account members or the entire account with funds for designated programming.
- CivicRec can offer volunteer opportunities to help take volunteer sign-ups, track volunteer hours, and assign volunteer duties.
- CivicRec offers unique integration with AudioEye, an industry leading ADA solution. AudioEye can be integrated with the CivicRec solution to assist in achieving ADA WCAG 2.1 AA Compliance and to provide accessibility tools for your site: https://www.civicplus.com/audioeye/civicrec/digital-accessibility-compliance. Integrations with AudioEye can be implemented at an additional one-time cost.
- CivicRec offers the optional functionality of Document Management. The CivicRec Document Management feature allows you to request, store, and manage both standard and secure (PII/PHI) documents as part of the CivicRec activity checkout and registration experience. The functionality is integrated into CivicRec and does not require a third-party software. Document Management is offered as an optional enhancement that incurs additional costs.

Compatibility

- CivicRec is a web-based software and offers a user-friendly experience from any tablet, phone, or computer with access to the internet, whether that be data, WiFi, direct connection, or a web-browser. CivicRec has the most functionality with Google Chrome.
- CivicRec covers the requested functionality using out-of-the-box functionality or an alternative method. As no further development is being considered for this functionality, it is South Gate's responsibility to assess CivicRec to determine if it will meet their needs.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client:
CA – South Gate – Rec - Statement of Work

QTY	ITEM	PRODUCT TYPE
1	CivicRec Annual Renewal	Renewable
1	Recreation Management External Processor Annual Fee, Authorize.net	Renewable

Annual Recurring Services – Year 1	USD 31,342.50
Annual Recurring Services – Year 2	USD 32,909.66
Annual Recurring Services – Year 3	USD 34,555.14
Annual Recurring Services – Year 4	USD 36,282.90
Annual Recurring Services – Year 5	USD 38,097.05

1. This renewal Statement of Work ("SOW") is between South Gate, CA ("Customer") and CivicPlus, LLC, and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term from 10/25/2024 until 10/24/2029 (the "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically be renewed for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Annual Recurring Services shall be invoiced on October 25 each year and be subject to a 5% uplift annually. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By: [signature]	By: [signature]
Name: TINA DE LA ROSA	Name: Amy Vikander
Title: DEPUTY DIRECTOR PARKS & REC	Title: Senior VP of Customer Success
Date: 9/11/25	Date: 9/11/2025

AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SOUTH GATE AND CIVICPLUS, LLC

This Amended and Restated Agreement for Professional Services (**"Agreement"**) is made and entered into as of ***[AGREEMENT DATE]***, by and between the City of South Gate, a municipal corporation (**"City"**), and CivicPlus, LLC, a Kansas limited liability company (**"Consultant"**). City and Consultant are sometimes hereinafter individually referred to as a **"Party"** and collectively as **"Parties."**

RECITALS

WHEREAS, City desires to retain Consultant to perform the professional services described in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, City and Consultant entered into an Agreement for Professional Services for Recreation Management Software Services dated October 25, 2022, City Contract No. 2022-93-CC (the "Original Agreement"), following a competitive Request for Proposals; and

WHEREAS, a renewal Statement of Work for the period October 25, 2024, through October 24, 2029, was signed on behalf of City at the department level on September 11, 2025 (the "Renewal Statement of Work"); and

WHEREAS, on November 10, 2026, the City Council ratified the services provided and payments made under the Renewal Statement of Work through the date of this Agreement, and approved this Agreement; and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety on the terms of this Agreement, with the Renewal Statement of Work attached as Attachment B-1 for its description of the Services and its pricing only; and

WHEREAS, Consultant was selected in accordance with the South Gate Municipal Code and the Administrative Purchasing Policies and Procedures; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, licenses, personnel, and expertise to perform properly and timely the professional services under this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services described in the Scope of Services attached hereto as Exhibit "A" (the "Services"). Consultant shall perform the Services in compliance with all terms and conditions of this Agreement, including any Rider attached hereto.

   1.1 **Changes to Scope.** The Scope of Services, the Contract Sum, and the Term may be amended only by written amendment signed by both Parties and executed on behalf of City by the official holding authority for the amount involved under the South Gate Municipal Code. Consultant shall not perform, and City shall not be obligated

to pay for, work outside the Scope of Services or in excess of the Contract Sum without a fully executed amendment issued before the work is performed. No act, statement, or course of dealing of any City officer or employee amends this Agreement.

1.2 **Conditions Precedent; Notice to Proceed.** Consultant shall not commence the Services, and City has no obligation to pay for Services performed, until this Agreement is fully executed and approved as to form, City has approved all required insurance certificates and endorsements, City has verified a valid City of South Gate business license, and a purchase order or encumbrance has been issued against a sufficient appropriation. For capital improvement projects, and where Exhibit "A" so requires, the City Agent shall also issue a written Notice to Proceed; for all other Services, satisfaction of the preceding conditions constitutes the Notice to Proceed. Services performed before these conditions are satisfied are at Consultant's sole risk and are not payable unless ratified in writing by the City official holding authority for the amount involved.

1.3 **Standard of Care.** Consultant shall perform professional Services with the degree of skill and care ordinarily exercised by reasonably prudent members of the same profession performing similar services under similar circumstances and in the same geographic area (the "Standard of Care"). Consultant shall perform all Services that are not professional Services competently, timely, and in a professional and workmanlike manner consistent with generally accepted industry standards. Objective deliverable, schedule, acceptance, service level, and performance requirements stated in Exhibit "A" remain fully enforceable according to their terms, but do not create a warranty or guarantee of a particular professional outcome beyond the Standard of Care.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation payable by City for the Services shall not exceed the sum of **One Hundred Seventy-Three Thousand One Hundred Eighty-Seven Dollars and Twenty-Five Cents ($173,187.25)** (the **"Contract Sum"**), payable as provided in the Payment Schedule attached hereto as Exhibit "B." Consultant is not entitled to compensation exceeding the Contract Sum except pursuant to a written amendment executed under Section 1.1. The City Agent may approve reimbursable expenses only where this Agreement or Exhibit "B" expressly authorizes them and only within the Contract Sum.

2.1 **Travel and Non-Billable Services.** Travel time between Consultant's office and City Hall is not billable. Unless expressly identified as a billable task in Exhibit "A" or Exhibit "B," the following are part of Consultant's overhead and shall not be separately billed: preparation of invoices and timesheets; routine administrative and progress reports; Consultant's internal meetings, coordination, and quality control; clerical support; scheduling; routine communications; correction or reperformance of Consultant's own nonconforming Services; and other customary overhead. City may reject or deduct charges for non-billable activities. Meetings, coordination, field observation, reporting, and deliverable preparation expressly required by Exhibit "A"

remain billable. This Section limits separate line-item billing only and does not prevent recovery of overhead through the loaded rates in Exhibit "B."

2.2 Invoices. Consultant shall invoice monthly unless Exhibit "B" specifies otherwise. An invoice is a "Complete Invoice" only when it states Consultant's legal name, remittance address, invoice number and date, and the period of service; the City purchase order number, project name, and agreement number; a description of the tasks, phases, or deliverables completed; for time-and-materials work, the classification, hours, and billing rate of each individual; copies of subconsultant invoices and receipts supporting any authorized reimbursable expense; the amount invoiced to date, the percentage of the Contract Sum expended, and the amount remaining; and a certification signed by an authorized representative of Consultant that the Services invoiced were performed and that the amounts claimed are true, correct, and consistent with this Agreement. City shall review each invoice promptly and shall return any invoice that is not a Complete Invoice, or that City disputes in whole or in part, within ten (10) business days after receipt with a written statement of the reasons. The payment period begins again upon City's receipt of a corrected invoice.

2.3 Timely Submission of Invoices. Timely submission is a material administrative requirement and a condition precedent to City's obligation to process and pay amounts as routine compensation. Consultant shall submit each invoice within one hundred eighty (180) calendar days after the Services are performed or the authorized reimbursable costs are incurred; shall submit all invoices for Services performed through June 30 of any year no later than July 31 of that year; and shall submit its final invoice, marked "FINAL," within sixty (60) calendar days after the earlier of completion of the Services, expiration of the Term, or the effective date of termination. Where a grant or other funding source imposes a shorter invoicing deadline, the shorter deadline controls. Except where City approves an exception in writing before payment, signed by both the Director of Administrative Services or designee and the Department Director or designee, and where sufficient appropriated funds and an available purchase order remain, City has no contractual obligation to process or pay as routine compensation any amount not invoiced within the applicable period.

This Section governs only invoices seeking payment for Services performed or authorized reimbursable expenses incurred. It does not establish a contractual claims procedure under Government Code section 930.2, does not shorten or extend any period established by the Government Claims Act, and does not govern the presentation of a claim alleging breach of contract, entitlement to an equitable adjustment, indemnity, or damages. A routine invoice is not a claim under the Government Claims Act unless Consultant expressly identifies it as such and presents it to the person or body required by law, and City's payment, rejection, return, or refusal to process a routine invoice is not action upon or rejection of such a claim.

2.4 Payment Terms. Except as provided below, City shall pay the undisputed amount of each Complete Invoice within sixty (60) calendar days after receipt. Where a statute requires a shorter period, the statutory period controls. Without limiting the foregoing, where this Agreement is for a public work of improvement and Consultant is a prime design professional, City shall pay an undisputed progress payment within thirty (30) calendar days and the final retention payment within forty-five (45) calendar days after receipt of a written demand for payment made in accordance with this Agreement, consistent with Civil Code section 3320.

2.5 Disputed Amounts; No Interest. City shall pay the undisputed portion of any invoice within the period stated above and may withhold the amount disputed in good faith together with any additional amount City identifies in writing as reasonably necessary to protect against the cost of correcting or completing deficient Services. Where Civil Code section 3320 applies, City may instead withhold up to one hundred fifty percent (150%) of the disputed amount. The Parties shall meet and confer within fifteen (15) calendar days after written notice of a dispute. Except as required by statute, City is not liable for interest, late charges, finance charges, collection costs, or penalties, and any such term on Consultant's invoice or standard forms is void.

2.6 Payment Does Not Constitute Acceptance. No review, comment, approval, use, payment, or final payment by City constitutes acceptance of nonconforming Services or Work Product, evidence of satisfactory performance, or a waiver of any warranty, correction obligation, indemnity, insurance requirement, or other remedy.

2.7 Records; Right to Audit. Consultant shall maintain complete and accurate books, records, timesheets, subconsultant invoices, and supporting documentation relating to the Services and all amounts invoiced, and shall retain them for not less than four (4) years after final payment or such longer period as any funding source requires. City, its auditors, and any funding agency with audit rights may examine and copy these records upon reasonable notice during normal business hours. Consultant shall refund unsupported, unallowable, or noncompliant charges within thirty (30) days of written demand, and City may offset them against any amount otherwise payable.

2.8 Availability of Funds; Non-Appropriation. City's payment obligations beyond the current fiscal year are subject to appropriation by the City Council. If funds are not appropriated for a subsequent fiscal year, City may terminate this Agreement effective at the end of the then-current fiscal year upon written notice, without penalty or further liability other than payment for Services satisfactorily performed before the effective date. Non-appropriation is not a default by City.

3. TERM OF AGREEMENT. This Agreement is effective as of October 25, 2024 and shall remain in effect until the earlier of October 24, 2029 or the date the Services are completed, unless extended by written amendment or terminated as provided in this Agreement (the **"Term"**).

3.1 Suspension. City may suspend the Services in whole or in part upon written notice, for convenience or for lack or reduction of funding, safety concerns, a cybersecurity

or privacy incident, lapse of or noncompliance with required insurance, an actual or suspected material breach, or a pending conflict of interest investigation. Consultant shall stop work as directed, protect work in progress, and resume promptly upon written notice. Consultant shall be paid for Services satisfactorily performed before the effective date of suspension. If a suspension for convenience exceeds ninety (90) consecutive days, Consultant may request an equitable schedule adjustment and either Party may terminate the suspended portion of the Services on written notice. A suspension arising from Consultant's act, omission, or noncompliance is not a compensable delay.

3.2 Termination for Convenience. City may terminate this Agreement at any time without cause by giving fifteen (15) calendar days' written notice specifying the effective date. All finished and unfinished documents and other materials shall, at City's option, become City property. Consultant shall be paid for Services satisfactorily performed and authorized reimbursable expenses incurred through the effective date, without allowance for anticipated profit or overhead on Services not performed. In no event shall the amount payable upon termination exceed the Contract Sum.

3.3 Termination for Cause. City may, by written notice, terminate the whole or any part of this Agreement if Consultant fails to perform the Services within the time specified or any authorized extension; fails to perform the Services, fails to meet the Standard of Care, or so fails to make progress as to endanger performance, and does not correct the failure within ten (10) calendar days after written notice specifying it, or such longer period as City authorizes in writing; or fails to comply with applicable law or any material requirement of this Agreement and does not correct the failure within that period.

(a) City may procure services similar to those terminated upon such terms and in such manner as it deems appropriate and may charge Consultant with any excess cost.

(b) City may require Consultant to deliver all finished and unfinished documents, data, studies, drawings, maps, photographs, reports, charts, computations, surveys, models, and similar documentation prepared by Consultant. Consultant shall be paid the value of the Services satisfactorily performed through the date of termination, giving consideration to completed work, work in progress, documents whether delivered or in Consultant's possession, and authorized reimbursable expenses.

(c) If it is later determined that Consultant was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if notice had been given under Section 3.2.

3.4 Immediate Suspension or Termination. Notwithstanding Section 3.3, City may suspend or terminate this Agreement immediately upon written notice, without a cure period, upon fraud or material misrepresentation; loss, suspension, revocation, or

lapse of any license, registration, or certification required to perform the Services; misuse of or unauthorized access to or disclosure of City data or City systems; a security or privacy incident caused by Consultant's act, omission, or failure to maintain required safeguards; an unlawful conflict of interest; debarment, suspension, or exclusion by any government agency; or any breach where continued performance would create material legal, financial, safety, or cybersecurity exposure to City. Upon lapse of required insurance, City may suspend immediately and shall allow Consultant ten (10) calendar days to restore coverage before terminating, unless City reasonably determines the lapse creates material risk.

3.5 **Transition Obligations.** Upon expiration or termination, and as a condition of final payment, Consultant shall deliver all Work Product, including work in progress, in native and editable formats with associated data and documentation; transfer all passwords, credentials, and administrative access associated with City accounts, systems, or data, and all licenses to the extent transferable; provide reasonable transition assistance for up to sixty (60) calendar days at the transition rates in Exhibit "B" or, if Exhibit "B" is silent, at the most recent rates in effect without markup or escalation; refund any prepaid but unearned fees; return or, at City's direction, securely destroy City data and certify the destruction in writing; certify that Consultant's access to City systems, networks, and facilities has been removed; and return all City property, keys, badges, and equipment. City may withhold from final payment only the amount reasonably related to Consultant's incomplete transition obligations.

3.6 **Post-Termination Cooperation.** For one (1) year after final payment, or for such longer period as any claim relating to the Services remains pending, Consultant shall cooperate reasonably with City in the investigation, defense, or prosecution of any claim, audit, administrative proceeding, or litigation relating to the Services, including producing records, responding to reasonable inquiries, and making personnel available for interviews, depositions, and testimony. City shall reimburse Consultant at the rates in Exhibit "B" or, if Exhibit "B" does not state them, at the most recent rates in effect under this Agreement without markup or escalation, except where the matter arises out of Consultant's negligence, breach of this Agreement, or willful misconduct.

3.7 **Survival.** Sections 2.5, 2.7, 3.5, 3.6, 5, 6.5, 6.6, 6.8, 6.9, 6.10, 6.11, 6.12, and 6.17, and any Rider provision that by its nature is intended to survive, survive expiration or termination of this Agreement.

4. **CITY AGENT.** The Department Director for the department administering this Agreement, or designee (the "City Agent"), is the agent for City. Whenever approval or authorization is required, Consultant understands that the City Agent, or designee, has authority to provide it within the limits established by the South Gate Municipal Code and the Administrative Purchasing Policies and Procedures.

5. CONFLICTS OF INTEREST AND CERTIFICATIONS.

5.1 Interest in Real Property. To Consultant's knowledge after reasonable inquiry, Consultant presently has no interest, and shall not knowingly acquire any interest, direct or indirect, in any real property located in the City that may be affected by the Services, and no person having such an interest shall be employed by Consultant in the performance of this Agreement.

5.2 City Officials and Employees. To Consultant's knowledge after reasonable inquiry, no City employee or official has a material financial interest in Consultant's business. During the Term, and as a result of being awarded this Agreement, Consultant shall not offer, encourage, or accept any financial interest in Consultant's business or in this Agreement by any City employee or official. Consultant shall notify City within ten (10) calendar days of discovering that any statement in this Section or Section 5.1 is or has become untrue, or of any other actual or potential conflict of interest.

5.3 Government Code Sections 1090 and 87100. Consultant is aware of and shall comply with Government Code sections 1090 et seq. and 87100 et seq. To Consultant's knowledge after reasonable inquiry, no officer, employee, or agent of City has a financial interest, direct or indirect, in this Agreement or in the compensation payable under it, and Consultant has not provided and will not provide any gift, honorarium, or economic benefit to any City official, employee, or agent in violation of state or local law.

5.4 No Contingent Fee. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the award or execution of this Agreement. For breach of this warranty, City may terminate without liability and may deduct or recover the full amount.

5.5 Debarment and Eligibility. Consultant certifies that neither Consultant nor any of its principals or subconsultants is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local program or contract, and shall notify City in writing within five (5) business days if this certification becomes untrue.

5.6 California Levine Act. To the extent applicable, Consultant shall comply with Government Code section 84308 and shall complete, submit, and update any disclosure form required by the City Clerk. Nothing in this Section expands the application of Government Code section 84308 to any contract or proceeding exempt under that statute.

6. GENERAL TERMS AND CONDITIONS.

6.1 Non-Assignability; Change in Control; Subconsultants. Consultant shall not assign or transfer any interest in this Agreement without City's express prior written consent. A change in control of Consultant, a merger or consolidation, a sale of all

or substantially all of Consultant's assets or business, or an assignment by operation of law constitutes an assignment requiring City's prior written consent, which shall not be unreasonably withheld. Consultant shall give City written notice not less than thirty (30) calendar days before any such transaction, or as soon as legally permitted. City may withhold consent or terminate under Section 3.2 if City reasonably determines the successor lacks the financial capacity, qualifications, licenses, or personnel to perform, presents a conflict of interest, or presents a security, regulatory, or reputational concern. City may assign this Agreement to a successor agency, joint powers authority, or other public agency without Consultant's consent upon written notice, provided the assignee assumes City's obligations and the assignment does not materially expand Consultant's scope or exposure.

Consultant shall not substitute, add, or remove any subconsultant identified in Exhibit "A," or otherwise approved in writing by City, without prior written approval of the City Agent, and remains fully responsible for the acts and omissions of its subconsultants. Consultant shall include in every subconsultant agreement, and shall enforce, provisions imposing the requirements of this Agreement relating to insurance, indemnification, records and audit, confidentiality, data security, ownership of work product, public records, accessibility, prevailing wages, conflicts of interest, nondiscrimination, background checks, and compliance with City policies, in each case as applicable to that subconsultant's scope. Subconsultant insurance shall be appropriate to that subconsultant's scope and exposure as approved by the Risk Manager and need not duplicate the limits required of Consultant.

6.2 **Compliance with Law; Licenses.** Consultant shall comply with all applicable federal, state, county, and City statutes, ordinances, regulations, and other laws. Consultant shall maintain all professional licenses, certifications, and registrations necessary to perform the Services, and shall notify City in writing within five (5) business days of any suspension, revocation, lapse, or disciplinary action affecting any of them. Consultant shall obtain a City of South Gate business license before performing any Services, even if located outside the City, and shall maintain it for the Term at its sole cost. Consultant shall notify City in writing within ten (10) business days after becoming aware of any litigation, arbitration, regulatory proceeding, licensing action, criminal charge, or insolvency event involving Consultant or its key personnel that could reasonably affect Consultant's ability to perform, Consultant's required insurance, or City's interests.

6.3 **Nondiscrimination.** Consultant shall not discriminate against or harass any employee, applicant for employment, subconsultant, or other person on any basis protected by applicable federal, state, or local law, including race, color, ancestry, national origin, ethnicity, citizenship, religion or religious creed, age, sex, gender, gender identity, gender expression, sexual orientation, pregnancy, childbirth, breastfeeding, or related medical conditions, reproductive health decisionmaking, marital status, family or parental status, military or veteran status, physical or mental disability, medical condition, genetic information, or any other protected characteristic. Consultant shall take reasonable steps to prevent unlawful

discrimination and harassment in the performance of the Services, including by its subconsultants. This Section applies to all employment practices, including hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other compensation, and selection for training, and shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform the Services. City shall have access to documents, data, and records of Consultant and its subconsultants reasonably related to determining compliance with this Section, subject to redaction of information protected from disclosure by law.

6.4 Insurance. Consultant shall procure and maintain, at its sole cost, the insurance required by Exhibit "C" for the Term and for any required extended reporting period, and shall deliver certificates and all required endorsements to City before commencing the Services, upon each policy renewal, and upon request. Exhibit "C," consisting of the applicable Vendor Insurance Program tiered specification and the completed Requirements Matrix, states the required coverages, limits, endorsements, retentions, carrier standards, and policy conditions, and controls over any general description in this Agreement. Failure to procure or maintain the required insurance is a material breach. City may suspend the Services without liability, withhold payment until the breach is cured, procure the required coverage and deduct the cost from amounts owed, or terminate under Section 3.4. Consultant's obligations under Sections 6.5 and 6.6 are not limited by the insurance required under this Section, and Consultant's failure to obtain or maintain required insurance does not reduce any liability cap.

6.5 Indemnification. Consultant shall indemnify, defend with counsel reasonably acceptable to City, and hold harmless City, its elected and appointed officials, officers, employees, agents, and volunteers from and against all claims, demands, actions, damages, losses, liabilities, judgments, penalties, and expenses, including reasonable attorneys' and expert fees, arising out of or related to the performance of the Services by Consultant, its employees, representatives, subconsultants, or anyone for whom Consultant is legally responsible, excepting only claims arising out of the sole negligence or willful misconduct of City and except to the extent indemnification is prohibited by applicable law, including Civil Code section 2782 where this Agreement constitutes a construction contract. The duty to defend is separate from and independent of the duty to indemnify and arises upon tender of a claim.

Without limiting the foregoing, Consultant shall indemnify, defend, and hold harmless the City indemnitees from and against all claims that any Work Product, deliverable, software, method, or material furnished by Consultant infringes or misappropriates any patent, copyright, trademark, trade secret, or other proprietary right, and, where Consultant hosts, stores, transmits, processes, or has access to City data or City systems, from and against all claims, losses, fines, penalties, and expenses arising out of a security or privacy incident or any unauthorized access to, acquisition of, use of, disclosure of, alteration of, destruction of, or loss of City data

caused by Consultant or anyone for whom Consultant is legally responsible, including forensic investigation, containment and remediation, legally required notification, credit monitoring and identity protection, call center services, regulatory response, and data restoration. On an infringement claim, Consultant shall at its own expense and at City's option procure the right to continue use, replace or modify the item so that it becomes non-infringing without material loss of function, or refund all amounts paid for it. Consultant shall also indemnify and hold harmless the City indemnitees from any liability arising from alleged violations of personnel practices, and from any employee or employer contributions, penalties, and interest arising if Consultant or any of its employees, agents, or subconsultants is determined by a court or by CalPERS to be eligible for CalPERS enrollment as a City employee.

6.6 Limitation of Liability. Except for Enhanced-Cap Claims and Uncapped Claims, Consultant's aggregate liability arising out of or relating to this Agreement, regardless of the theory asserted, shall not exceed the greater of two times the Contract Sum or the amount for the applicable Contract Risk Tier: One Hundred Thousand Dollars ($100,000) for Tier 1, Five Hundred Thousand Dollars ($500,000) for Tier 2, and One Million Dollars ($1,000,000) for Tier 3. The Contract Risk Tier applicable to this Agreement is Tier 2; if no Tier is stated here or in Exhibit "B," Tier 2 applies. No liability limitation in Consultant's proposal, invoice, online terms, or standard terms applies to this Agreement.

Consultant's aggregate liability for Enhanced-Cap Claims shall not exceed the greater of three times the Contract Sum, the per-claim or per-occurrence limit of the insurance required by this Agreement that applies to the underlying loss, or any greater amount stated in Exhibit "B." "Enhanced-Cap Claims" means claims arising from or relating to breach of confidentiality; unauthorized access to, acquisition of, use of, disclosure of, alteration of, destruction of, or loss of City data; a cybersecurity or privacy incident; infringement or misappropriation of intellectual property; Consultant's indemnification obligations, except where the underlying matter is an Uncapped Claim; and negligent professional acts, errors, or omissions. Consultant's failure to obtain or maintain required insurance does not reduce this cap.

No limitation of liability or exclusion of damages applies to fraud, fraudulent misrepresentation, gross negligence, recklessness, or willful misconduct; death, bodily injury, or damage to tangible property; theft, loss, misappropriation, misdirection, or unauthorized transfer of City money, securities, accounts, payment instructions, or other financial assets; Consultant's obligation to return overpayments, refund prepaid but unearned fees, or remit money or property belonging to City; Consultant's obligation to correct or reperform nonconforming Services without additional compensation; fines, penalties, or assessments arising from Consultant's violation of law, to the extent legally recoverable; liability that would have existed independently of this Agreement; or any liability to the extent a limitation is prohibited by law, including Civil Code section 1668 ("Uncapped Claims").

Except for Uncapped Claims, neither Party is liable to the other for consequential, incidental, special, indirect, remote, speculative, exemplary, or punitive damages,

including lost profits, however caused. The following are direct damages and are not excluded: costs to investigate, contain, mitigate, remediate, and recover from a security or privacy incident; legally required notification, credit monitoring, identity protection, call center, forensic, regulatory response, and data restoration costs; costs to recreate, restore, retrieve, or replace City data; costs to obtain substitute services, transition to another provider, or correct or reperform deficient Services; amounts payable to a third party under an indemnified claim; loss, misdirection, or unauthorized transfer of City money or other financial assets; and any category identified as direct damages in an exhibit or Rider. Each limitation and exclusion in this Section applies only to the extent permitted by law and shall be interpreted independently.

6.7 **Independent Contractor.** This Agreement is not intended, and shall not be construed, to create a relationship of agency, servant, employee, partnership, joint venture, or association between City and Consultant. Consultant is and shall at all times remain a wholly independent contractor, has no power to enter into any contract or incur any debt or obligation for or on behalf of City, and shall not represent otherwise. Neither City nor its officers or employees shall have control over the conduct of Consultant or its employees except as to the final outcome of the Services.

All Services shall be performed by Consultant or under Consultant's direct supervision by personnel possessing the requisite skills, licenses, and permits. The personnel identified in Exhibit "A," or otherwise designated in writing by the Parties, are key to City's selection of Consultant; Consultant shall not reassign or replace them without prior written notice to the City Agent, any replacement shall be of comparable experience and qualifications subject to City's reasonable approval, and City may require removal of any person whose performance or conduct City reasonably determines to be unsatisfactory. Consultant is solely responsible for the work performance of its personnel and for payment of all wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

6.8 **Ownership of Work Product.** City owns City data, materials furnished by City, City-specific configuration data and business rules, reports and extracts containing City data, and custom deliverables separately developed and paid for by City (collectively, "Work Product"). Consultant retains ownership of its platform, software, data schemas, generalized configurations, templates, tools, methods, and improvements, subject to City's data export, use, and transition rights. Consultant grants City a non-exclusive license to use the platform for City purposes during the Term, and a perpetual, irrevocable, royalty-free license to use, modify, and reproduce any Consultant material embedded in or necessary to use a custom deliverable. Consultant shall identify in writing, before use, all pre-existing or third-party materials incorporated into or required to use the Work Product. Upon expiration or termination, Consultant shall export City data and all Work Product in a standard, usable, non-proprietary format at no additional charge. Source code shall be

delivered or escrowed only for code specifically developed for and paid for by City or where Exhibit "A" expressly requires it.

6.9 Confidentiality; Public Records. Consultant shall protect all non-public City information obtained in the performance of the Services and shall not sell, publish, disclose, or otherwise make it available to any third party except as permitted by this Agreement or required by law. Consultant acknowledges that City is subject to the California Public Records Act (Government Code sections 7920.000 et seq.) and that this Agreement and related records may be subject to disclosure. City is not liable to Consultant for any disclosure made in good faith under that Act or other legal compulsion. If City receives a request for records Consultant has clearly marked confidential or proprietary, City shall, to the extent practicable and permitted by law, notify Consultant before disclosure so Consultant may seek a protective order at its own expense; the final determination whether to disclose rests solely with City. Consultant shall cooperate with City in responding to requests and shall not release records relating to this Agreement without prior written authorization from City unless required by law. Where Consultant hosts, stores, transmits, processes, or has access to City data or City systems, the Data Security and Privacy Rider applies and controls as to data security and privacy matters.

6.10 Government Claims Act. Before commencing any action against City for money or damages arising out of or relating to this Agreement, Consultant shall comply with all applicable requirements of the California Government Claims Act, Government Code sections 810 et seq., and any applicable City claims ordinance or resolution. Compliance with the invoice, payment, meet-and-confer, or dispute provisions of this Agreement does not excuse compliance with applicable statutory claim presentation requirements unless this Agreement expressly identifies a procedure as a contractual claims procedure adopted pursuant to Government Code section 930.2 and states that it exclusively governs the particular claim. Nothing in this Agreement waives any defense, immunity, limitation, or protection available to City.

6.11 Final Payment; Release of Compensation Claims. City shall clearly identify any payment intended to constitute final payment and shall provide written notice that acceptance will release claims for additional compensation arising from the Services. Before accepting final payment, Consultant shall identify in writing any claim for additional compensation it intends to preserve, including the nature and estimated amount. Acceptance of final payment without such a written reservation operates as a release of City from claims for additional compensation relating to the Services, except claims that could not reasonably have been known at the time of acceptance. Approval or payment by City does not release Consultant, its employees, subconsultants, or agents from responsibility for the accuracy, competency, or conformity of the Services or Work Product, and does not constitute an assumption by City of responsibility for any defect or error.

6.12 Correction and Reperformance. Consultant shall promptly correct or reperform, at its own expense and without additional compensation, any Services or Work Product that fail to conform to this Agreement or to the Standard of Care, where City

identifies the nonconformity during the Term or within two (2) years after completion of the Services, and regardless of whether City previously reviewed, approved, or accepted the affected work. This period does not limit City's rights with respect to latent defects, indemnification, fraud, gross negligence, or willful misconduct, and does not shorten any applicable statute of limitations or repose. If Consultant fails to correct within a reasonable time after written notice, City may have the correction performed by others and charge the cost to Consultant or offset it against amounts payable.

6.13 Waiver; Remedies Cumulative; Mitigation. Failure by a Party to insist upon performance of any provision, regardless of how long the failure continues, does not waive that Party's right to demand compliance in the future. No waiver is effective unless made in writing, no waiver shall be implied from any omission to act, and no waiver of a specified default affects any other default or period of time. All remedies available under this Agreement, at law, or in equity are cumulative and alternative, and invocation of any right or remedy is not a waiver or election with respect to any other. In the event of an actual or alleged default, the Parties shall attempt to avoid and minimize the resulting damages.

6.14 Force Majeure. Neither Party is liable for failure or delay in performance, other than an obligation to pay money, caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, terrorism, civil disturbance, or governmental order. The affected Party shall give written notice within five (5) business days after the event begins, describe its expected duration and effect, and use diligent efforts to mitigate and resume performance. Force majeure does not include lack of funds, price or cost escalation, ordinary labor or staffing shortages, subconsultant default within Consultant's control, or a cybersecurity event that the safeguards required by this Agreement would have prevented. If the event continues more than thirty (30) consecutive days, City may terminate under Section 3.2.

6.15 Notices. All notices shall be in writing and shall be personally delivered, deposited in the United States mail registered or certified with return receipt requested and postage prepaid, delivered by overnight courier, or sent by email with confirmation of delivery, to the addresses below or to such other address as a Party specifies by written notice. Notices are deemed delivered upon actual receipt, or upon the first attempted delivery if the intended recipient refuses delivery.

TO CITY:	**WITH COURTESY COPIES TO:**
City of South Gate	Director of Administrative Services
Tina De La Rosa, Director of Parks and Recreation	Yodit Glaze, City Clerk
8650 California Avenue	Office of the City Attorney (legal notices)
South Gate, California 90280	City of South Gate
Tel: (323) 563-5755	8650 California Avenue
Email: tdelarosa@sogate.org	South Gate, California 90280

TO CONSULTANT:	WITH A COURTESY COPY TO:
CivicPlus, LLC Attention: Legal Department 302 South 4th Street, Suite 500 Manhattan, Kansas 66502 Tel: (888) 228-2233 Email: legal@civicplus.com	None.

6.16 Order of Precedence. This Agreement consists of this instrument and all City-approved written amendments; Exhibit "C," Insurance Requirements; any Rider attached hereto; Exhibit "A," Scope of Services; Exhibit "B," Payment Schedule; the City's solicitation documents and written addenda, if any; and Consultant's proposal or standard terms, if attached. In the event of inconsistency, conflict, or ambiguity, that order of precedence governs, highest priority first. Administrative, procurement, protest, or solicitation procedures in any solicitation document do not apply after execution unless expressly stated. Where Exhibit "A" or Exhibit "B" consists of Consultant's proposal, that exhibit holds the position stated for the exhibit and not the lower position stated for Consultant's proposal. Attaching Consultant's proposal incorporates its description of the Services and its pricing only. No assumption, exclusion, reservation, condition, warranty disclaimer, limitation of liability, indemnity, insurance term, intellectual property term, or other contractual term stated in Consultant's proposal is accepted by City or binds City, whether or not it conflicts with this Agreement, unless expressly restated in this Agreement or in a written amendment. No preprinted, click-through, online, invoice, or standard terms of Consultant bind City unless expressly accepted in writing by City and attached to this Agreement.

6.17 Attorneys' Fees. Each Party shall bear its own costs, expenses, and attorneys' fees arising out of or connected with the negotiation, drafting, and execution of this Agreement, and arising out of or connected with any dispute, claim, or action between the Parties relating to this Agreement, except where fees and costs are recoverable by statute or payable under Consultant's indemnification obligations.

6.18 Entire Agreement and Amendments. This Agreement, including its exhibits and any attached Rider, constitutes the entire agreement between City and Consultant, and neither Party has made any representation except as expressly contained herein. Neither Party is relying upon any statement or information not contained in this Agreement. Any amendment must be in writing and executed in accordance with Section 1.1.

6.19 No Third-Party Beneficiaries; Publicity; Time. This Agreement is for the sole benefit of the Parties and confers no right, benefit, or remedy upon any person who is not a Party, except that the City indemnitees identified in Section 6.5 are intended beneficiaries of the indemnity provisions. Consultant may accurately identify City as a client and describe publicly available facts about the project in a statement of qualifications, proposal, or client list, but shall not use the City's name, seal, logo, or marks in any manner implying City endorsement, and shall not publish any case

study, press release, advertisement, promotional material, or social media content concerning City or the Services, or disclose any non-public information, without prior written consent of the City Agent. Time is of the essence with respect to the milestones and completion dates identified in Exhibit "A," or in a written schedule approved by the City Agent, and any regulatory, permitting, grant, or funding deadline identified in this Agreement.

6.20 Warranty of Authorized Signatories; Consultation with Attorney. Each signatory 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. Consultant warrants and represents that it has consulted with an attorney or has knowingly and voluntarily decided to forgo such consultation.

6.21 Legal Construction. 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, with venue for any action in the County of Los Angeles. All recitals and all exhibits and Riders attached hereto are incorporated and made a part of this Agreement. The Parties have cooperated in the review and drafting of this Agreement, and in the event of ambiguity neither Party may claim that it shall be construed against either Party solely because that Party drafted all or a portion of it. Section and subsection headings are inserted for convenience only and shall not be considered in resolving questions of interpretation. Whenever the context requires, the masculine gender includes the feminine and neuter and the singular includes the plural. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one agreement. Signatures transmitted by facsimile or as a digital image, and electronic signatures complying with the federal ESIGN Act (15 U.S.C. section 7001 et seq.) or California's Uniform Electronic Transactions Act (Civil Code section 1633.1 et seq.), are valid and binding, and each Party shall promptly deliver an execution original although failure to do so does not affect enforceability. If any provision is held invalid, void, or unenforceable, the remaining provisions continue in full force.

7. EFFECTIVE DATE. The effective date of this Agreement is the date first written above. This Agreement is not effective, and Consultant shall not commence the Services, until the conditions precedent in Section 1.2 are satisfied.

7.1 Amendment and Restatement. Effective as of the date first written above, this Agreement amends, restates, and supersedes the Original Agreement and the Renewal Statement of Work in their entirety. Services performed and payments made from October 25, 2024, through that date, as ratified by the City Council, are governed by this Agreement and count toward the Contract Sum. The Master Services Agreement and other terms referenced in the Renewal Statement of Work are not part 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: _____
[CITY SIGNATORY NAME], [MAYOR OR CITY MANAGER]

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

CIVICPLUS, LLC:

By: _____
Amy Vikander, Senior VP of Customer Success

Dated: _____

EXHIBIT "A"

Scope of Services

A.1 Project Overview and Background. Since October 2022, City's Parks & Recreation Department has used Consultant's CivicRec recreation management system for program registration, facility reservations, memberships, point-of-sale, and online payments by residents. City first engaged Consultant under Contract No. 2022-93-CC following a competitive Request for Proposals. This Agreement amends and restates that contract on City's standard terms and continues the Services through October 24, 2029. Consultant's renewal Statement of Work signed September 11, 2025, is attached as Attachment B-1 for its description of the Services and its pricing only.

A.2 Tasks and Specific Services. Consultant shall perform the following Services in accordance with the Standard of Care:

(a) Task 1, Hosted Platform. Consultant shall provide City access to the CivicRec recreation management system as a hosted service for the Term, including program and class registration, facility and field reservations, memberships and passes, point-of-sale, rosters, and the public online registration portal, with unlimited City user accounts and all CivicRec modules in use by City on the date of this Agreement.

(b) Task 2, Hosting, Maintenance, and Updates. Consultant shall host, maintain, back up, and secure the platform and City data, and shall provide all software updates and new releases made generally available to CivicRec customers at no additional charge.

(c) Task 3, Support. Consultant shall provide telephone support from 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, excluding holidays, and emergency support twenty-four (24) hours a day, seven (7) days a week, to City's designated representatives.

(d) Task 4, Payment Gateway Integration. Consultant shall maintain the integration between the platform and City's Authorize.net payment gateway so that online payments are redirected to City's merchant account processor. Consultant shall not transmit, process, or store cardholder data.

(e) Task 5, Data Export and Transition. Consultant shall provide City the ability to download and export City data at any time during the Term, and shall provide transition assistance under Sections 3.5 and 6.8.

A.3 Deliverables. Consultant shall prepare and deliver the following Work Product to the City Agent:

(a) Continuous access to the hosted platform and public registration portal for the Term.

(b) Upon request of the City Agent, and upon expiration or termination, a complete export of City data in a standard, non-proprietary format such as CSV.

A.4 Schedule of Performance, Milestones, and Notice to Proceed. Consultant shall perform the Services in accordance with the following schedule: The Services are continuous for the Term, from October 25, 2024, through October 24, 2029. Services provided from October 25, 2024, through the date of this Agreement were provided under Contract No. 2022-93-CC and the renewal Statement of Work.

Satisfaction of the conditions precedent in Section 1.2 constitutes the Notice to Proceed.

A.5 Approved Subconsultants (Section 6.1). None. Consultant shall not engage any subconsultant without the prior written approval of the City Agent under Section 6.1.

A.6 City Responsibilities. City shall designate its system administrators, maintain City's merchant account with its payment processor, and provide the program, fee, and facility information needed to configure the platform.

A.7 Location of Services and Facility Access. Consultant shall perform the Services remotely from its own facilities and those of its hosting providers. No access to City facilities is required. Consultant's access to City systems is limited to the CivicRec platform and its payment gateway integration.

A.8 Applicable Riders Incorporated into Agreement. The following Riders are attached to and incorporated into this Agreement: Rider R-3, Data Security and Privacy; and Rider R-4, Digital Accessibility.

EXHIBIT "B"

Payment Schedule

B.1 **Total Compensation (Contract Sum).** Pursuant to Section 2 of the Agreement, the total compensation payable by City to Consultant for all Services and authorized reimbursable expenses shall not exceed **One Hundred Seventy-Three Thousand One Hundred Eighty-Seven Dollars and Twenty-Five Cents ($173,187.25)** (the "Contract Sum").

B.2 **Method of Compensation and Task Budget Breakdown.** City shall compensate Consultant on a fixed annual fee basis in accordance with the following schedule:

Task or Milestone	Description	Not-to-Exceed Amount
Year 1	Annual Recurring Services, October 25, 2024, through October 24, 2025; invoiced October 25, 2024	$31,342.50
Year 2	Annual Recurring Services, October 25, 2025, through October 24, 2026 (Year 1 plus 5%); invoiced October 25, 2025	$32,909.66
Year 3	Annual Recurring Services, October 25, 2026, through October 24, 2027 (Year 2 plus 5%); invoiced October 25, 2026	$34,555.14
Year 4	Annual Recurring Services, October 25, 2027, through October 24, 2028 (Year 3 plus 5%); invoiced October 25, 2027	$36,282.90
Year 5	Annual Recurring Services, October 25, 2028, through October 24, 2029 (Year 4 plus 5%); invoiced October 25, 2028	$38,097.05
Total		**$173,187.25**

Consultant shall invoice the fee for each contract year once, on or after October 25 of that year, and Exhibit "B" so specifies for purposes of Section 2.2. Amounts City paid to Consultant for contract years beginning on or after October 25, 2024, before the date of this Agreement are credited toward the Contract Sum.

B.3 **Authorized Reimbursable Expenses (Sections 2 and 2.1).** No reimbursable expenses are authorized under this Agreement. All costs, mileage, reproduction, and other expenses are included in the fees and rates stated above.

B.4 **Payment Terms and Contract Risk Tier Confirmation (Sections 2.4 and 6.6).** City shall pay the undisputed amount of each Complete Invoice within sixty (60) calendar days after receipt in accordance with Section 2.4. For purposes of Section 6.6, this Agreement is Contract Risk Tier 2.

ATTACHMENT B-1

Renewal Statement of Work Signed September 11, 2025
(Description of Services and Pricing Only)

Under Sections 6.16 and 6.18, this Attachment supplies the description of the Services and pricing only. The Master Services Agreement, online terms, renewal terms, and other contractual terms referenced in it are not part of this Agreement.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client:
CA – South Gate – Rec - Statement of Work

QTY	ITEM	PRODUCT TYPE
1	CivicRec Annual Renewal	Renewable
1	Recreation Management External Processor Annual Fee, Authorize.net	Renewable

Annual Recurring Services – Year 1	USD 31,342.50
Annual Recurring Services – Year 2	USD 32,909.66
Annual Recurring Services – Year 3	USD 34,555.14
Annual Recurring Services – Year 4	USD 36,282.90
Annual Recurring Services – Year 5	USD 38,097.05

1. This renewal Statement of Work ("SOW") is between South Gate, CA ("Customer") and CivicPlus, LLC, and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from 10/25/2024 until 10/24/2029 (the "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically be renewed for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on October 25 each year and be subject to a 5% uplift annually. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow

V. PD 06.01.2015-0048
Page 1 of 3

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By: [signature]	By: [signature]
Name: TINA DE LA ROSA	Name: Amy Vikander
Title: DEPUTY DIRECTOR PARKS & REC	Title: Senior VP of Customer Success
Date: 9/11/25	Date: 9/11/2025

EXHIBIT "C"

Insurance Requirements

Exhibit "C" consists of Part I, the completed Requirements Matrix for this Agreement; Part II, the Vendor Insurance Program tiered specification applicable to the Services; and Part III, the Insurance Agent Instructions. Part II states the controlling insurance requirements. Part I summarizes Part II and Part III instructs Consultant's insurance agent; neither reduces any requirement in Part II. Where Part II contains more than one specification, Consultant shall satisfy each of them.

Indemnification is governed by Section 6.5 of the Agreement and any attached Rider. The hold harmless provision reproduced in Part II is part of the City's standard insurance specification and does not expand or limit those provisions.

PART I. COMPLETED REQUIREMENTS MATRIX (VIP-03)

Requirement	This Agreement
Consultant	CivicPlus, LLC
Agreement / project	CivicRec Recreation Management Software; Amended and Restated Contract No. 2022-93-CC
Applicable VIP-02 attachment	Attachment H, Information Technology & Cyber
Commercial general liability	$2,000,000 per occurrence
Automobile liability	$1,000,000 combined single limit per accident, if applicable
Workers' compensation and employer's liability	Statutory; employer's liability $1,000,000, if Consultant has employees
Professional liability (errors and omissions)	Technology E&O $2,000,000 per claim and $2,000,000 aggregate
Cyber / privacy liability	$2,000,000 per claim and $2,000,000 aggregate; may be combined with technology E&O
Other required coverage	None.
Additional insured (by endorsement)	Required on CGL; ISO CG 20 10 with CG 20 37
Primary and non-contributory (by endorsement)	Required; ISO CG 20 01 (12 19) or equivalent, including excess and umbrella policies
Waiver of subrogation (by endorsement)	Required for general liability and workers' compensation
Insurer rating	Authorized in California; A.M. Best A:VII or better
Claims-made coverage	Technology E&O and cyber: retroactive date before work begins; maintain 5 years after completion or purchase 5-year extended reporting
Deductibles and self-insured retentions	Must be declared to and approved by City in writing
Notice of cancellation	30 days' written notice; 10 days for non-payment of premium
Risk Management exceptions	None

PART II. VIP-02 TIERED SPECIFICATION

Attachment H — Information Technology & Cyber

Contractor shall procure and maintain, for the duration of the contract, insurance against claims arising from the technology products or services provided and from the handling of City data.

H-1. Hold Harmless and Indemnification (Type I)

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. This duty includes claims, costs, and expenses arising from a privacy or security breach caused by the Contractor's acts or omissions, including notification, credit-monitoring, and regulatory-defense costs.

H-2. Required Insurance Coverage and Limits

1. **Commercial General Liability (CGL):** At least as broad as ISO Form CG 00 01, with limits no less than **$2,000,000 per occurrence**.
2. **Technology Professional Liability (Errors & Omissions):** No less than **$2,000,000 per claim and $2,000,000 aggregate**, covering errors in the technology services or products.
3. **Cyber / Privacy Liability (network security and privacy):** No less than **$2,000,000 per claim and $2,000,000 aggregate**, covering data breach, privacy liability, breach-response and notification costs, and regulatory defense. Higher limits are advisable where large volumes of sensitive data are involved. Technology E&O and cyber are often combined in a single policy.
4. **Automobile Liability (if applicable):** At least as broad as ISO Form CA 00 01, with a combined single limit no less than $1,000,000 per accident.
5. **Workers' Compensation and Employer's Liability (if the Contractor has employees):** Statutory workers' compensation, and Employer's Liability no less than $1,000,000 per accident for bodily injury or disease.
6. **Payment Card and Funds Handling (may be required):** Where the vendor processes payment card data, the City may require evidence of PCI-DSS compliance. Where the vendor handles City funds or can initiate or alter payments, the City may require Crime / Fidelity coverage (see Attachment L). Cyber insurance does not replace crime coverage for theft of City funds or payment manipulation.

H-3. Other Required Insurance Provisions

Claims-Made Coverage (E&O and cyber)

Technology E&O and cyber are typically written claims-made. The retroactive date must precede the start of work; coverage and evidence must be maintained for at least five (5) years after completion; and if the policy is canceled or non-renewed without equivalent replacement, the Contractor must purchase extended reporting ("tail") coverage for at least five (5) years. The City may require a longer period where the data is especially sensitive.

Data Security (contract terms, not insurance)

The City may require the Contractor to maintain recognized security controls and to provide, on request, evidence such as a current SOC 2 Type II report or ISO 27001 certification.

Additional Insured Status

The parties named as "the City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers" shall be covered as additional insureds on the CGL policy for liability arising out of the Contractor's work or operations, by endorsement at least as broad as ISO CG 20 10 combined with CG 20 37.

Primary and Non-Contributory Coverage

For any claim related to this agreement, the Contractor/Consultant/Vendor's insurance shall be primary and non-contributory (at least as broad as ISO CG 20 01, preferred edition 12 19, or the latest equivalent edition) as respects the City and the additional insureds named above. Any insurance or self-insurance maintained by the City shall be excess of, and shall not contribute with, that insurance. This requirement also applies to any excess or umbrella policies.

Waiver of Subrogation

A waiver of all rights of subrogation against the City is granted for the general liability and workers' compensation policies, and the party shall obtain any endorsement necessary to effect it. This waiver applies whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance shall be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Deductibles and Self-Insured Retentions (SIRs)

Deductibles and self-insured retentions must be declared to and approved by the City in writing and shall not reduce the limits of liability. The policy shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City, and shall not contain any provision that limits satisfaction of the SIR solely to the named insured. Defense costs, including allocated loss adjustment expenses, must satisfy the SIR or deductible unless otherwise approved

in writing by the City. All deductibles and SIRs are the sole responsibility of the party that procured the insurance.

Notice of Cancellation

Each required policy shall provide that coverage will not be canceled or materially reduced except upon at least thirty (30) days' written notice to the City (ten (10) days' notice for non-payment of premium). Because certificate language alone does not bind the insurer, the City may require this notice to be provided by policy endorsement for higher-risk work.

Subcontractors

The Contractor shall require and verify that any subcontractor handling City data maintains insurance meeting these requirements, including technology E&O and cyber coverage.

Verification of Coverage

The party shall furnish the City with certificates and required endorsements (or copies of the applicable policy language) before work begins. Failure to obtain these documents beforehand does not waive the obligation to provide them. The City reserves the right to require complete, certified copies of all required policies and endorsements at any time.

Special Risks or Circumstances

The City reserves the right to modify these requirements at any time — including coverage types and limits — based on the nature of the risk, prior experience, the insurer, the coverage, or other special circumstances.

Acknowledgment

I have read and understand these Insurance & Indemnity Requirements and agree to be bound by them for work performed for the City of South Gate.

Company Name: _____

Print Name / Title: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

City Department or City Contact: _____

PART III. INSURANCE AGENT INSTRUCTIONS

Baseline Insurance & Hold Harmless Requirements

Insurance Agent Instructions

Vendors should forward this page to their insurance agent or broker. The insurance agents prepare your certificate and endorsements. Insurance agents should follow the directions exactly as described below so the City can accept them on the first submission. A certificate alone is not sufficient — the endorsements must be attached.

THIS CONTRACT's REQUIREMENTS			
Applicable Attachment (A–L; L is an add-on):	H	Contract / PO / Project:	CivicRec; A&R Contract No. 2022-93-CC
CGL each occurrence:	$2,000,000	Automobile Liability:	$1,000,000, if applicable
Workers' Comp / Employer's Liab.:	Statutory; employer's liability $1,000,000, if Consultant has employees	Professional Liab. / other (if any):	Tech E&O $2,000,000; Cyber $2,000,000

Always use the City's baseline limits and confirm against the VIP Requirements Matrix (VIP-03).

WHAT THE CERTIFICATE AND ENDORSEMENTS MUST SHOW

For the coverages that apply to your scope of work (see the Insurance & Hold Harmless Requirements that follow), please provide each of the items below:

1. Certificate holder (enter exactly)

City of South Gate, Attn: Risk Management
8650 California Avenue, South Gate, CA 90280

Submit the documents (do not list this as the certificate holder) to compliance@myfunel.com.

2. Additional insured (name exactly, by endorsement)

"The City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers."

Use the endorsement form required by the applicable Attachment. The forms below are for baseline / general services and must be adjusted for other scopes — goods vendors use CG 20 15; facility rentals use CG 20 11 or CG 20 26; leases use CG 20 43; transportation and other scopes may differ.

For baseline / general services, provide additional insured status on the **General Liability** policy (and **Automobile** where the work involves vehicles) for ongoing and completed operations, using ISO **CG 20 10** (ongoing) with **CG 20 37** (completed operations); the older **CG 20 10 11 85**; or automatic forms **CG 20 38** with **CG 20 40**; or a blanket endorsement at least as broad.

3. Primary and non-contributory (by endorsement)

The vendor's coverage is primary and non-contributory as respects the City, at least as broad as ISO **CG 20 01** (preferred edition 12 19, or the latest equivalent edition).

4. Waiver of subrogation (by endorsement)

Where required by the applicable Attachment, in favor of the City on the **General Liability** and **Workers' Compensation** policies. (Some scopes, such as event vendors using the City program binder, do not require a waiver.)

5. Limits

Use the limits in the box above, or the City baseline where none is stated: CGL **$2,000,000** per occurrence; Automobile **$1,000,000** combined single limit; Employer's Liability **$1,000,000**; Professional Liability **$2,000,000** where required. Construction, transportation, and some other work require higher limits — see the Attachment.

6. Acceptable insurers and cancellation

Insurers must be authorized to conduct business in California, including admitted insurers or approved surplus lines insurers, with an A.M. Best rating of **A:VII** or better unless otherwise acceptable to the City. Policies must provide notice of cancellation as required by the applicable Attachment (generally **30 days'**, **10 days'** for non-payment); the City may require a cancellation endorsement for higher-risk work.

7. Description of Operations — paste this into the certificate

Baseline / general services sample only — adjust to match the applicable Attachment (goods, facility, lease, event, and other tiers use different forms).

> The City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers are additional insureds per attached endorsements CG 20 10 and CG 20 37. Coverage is primary and non-contributory per CG 20 01 12 19. Waiver of subrogation applies to General Liability and Workers' Compensation per attached endorsements. RE: Amended and Restated Agreement, CivicRec Recreation Management Software, Contract No. 2022-93-CC.

A certificate alone is not sufficient. A certificate is only a summary and does not, in itself, grant additional insured status, primary coverage, or a waiver of subrogation. Those rights must be provided by policy endorsement or applicable policy language.

Send the certificate and all endorsement pages together to compliance@myfunel.com. A certificate that only checks the "additional insured" or "waiver" boxes, without the endorsement pages attached, will be returned.

RIDER R-3

DATA SECURITY AND PRIVACY

to the Agreement for Professional Services between the City of South Gate and Consultant

This Rider is attached to and incorporated into the Agreement. Capitalized terms have the meanings given in the Agreement. In the event of a conflict between this Rider and the body of the Agreement, this Rider controls as to the subject matter addressed here. All other terms of the Agreement remain in full force.

R-3.1 Definitions and Level. "City Data" means all data, records, and information provided by City or created, collected, received, processed, or stored by Consultant on behalf of City. "Security Incident" means any actual or reasonably suspected unauthorized access to, acquisition of, use of, disclosure of, alteration of, destruction of, or loss of City Data, or any incident affecting the confidentiality, integrity, or availability of City Data or City systems. The Data Security Level applicable to this Agreement is Level B. If no Level is stated, Level B applies; and Level C applies regardless of what is stated where the Services involve financial systems, City funds or payment instructions, criminal justice information, health information, personnel records, payment card data, critical infrastructure, or high-impact operational systems. A requirement identified as applying to a specific Level applies to that Level and to every higher Level.

R-3.2 Security Controls. Consultant shall maintain administrative, technical, and physical safeguards that meet or exceed industry standards, including role-based least-privilege access control; multifactor authentication for all remote and administrative access; encryption of City Data in transit and at rest using current industry standard algorithms; use of vendor-supported software and timely security patching; centralized logging and monitoring with retention of security logs; secure and tested backups; documented vulnerability management; annual security awareness training for personnel with access to City Data; and documented business continuity and disaster recovery plans tested at least annually. For Level A engagements, Consultant shall use and comply with the security controls configured by City for City-managed accounts and systems, and shall satisfy the access control, multifactor authentication, encryption, supported software and patching, logging, and training requirements as to Consultant's own devices, software, and accounts used to perform the Services; Consultant is not responsible for configuring or warranting the security of City-managed infrastructure. For Level B and Level C engagements, Consultant shall satisfy all requirements of this Section.

R-3.3 Location, Personnel, and Subprocessors. Consultant shall store and process City Data within the United States. Consultant shall obtain City's prior written approval before using offshore personnel, before changing hosting arrangements or hosting location, and before engaging any new subprocessor in a Level C engagement. For Level B engagements, Consultant shall give City not less than thirty (30) calendar days' advance written notice of any new subprocessor with access to City Data and shall allow City to object on reasonable security or privacy grounds, in which case

the Parties shall meet and confer and City may terminate the affected Services if the objection is not resolved. Consultant shall maintain a current subprocessor list and provide it on request, remains fully responsible for its subprocessors, and shall impose these requirements on each of them by written agreement.

R-3.4 Incident Notification. Consultant shall notify City immediately following discovery of any Security Incident, and in no event later than twenty-four (24) hours after discovery, by written notice to the City Agent and the City's Information Technology Manager. Preliminary notice may be based on then-available information, need not include a full forensic determination, and is not excused or delayed by an ongoing internal verification process. Consultant shall provide a follow-on written report within seventy-two (72) hours of discovery, or as soon thereafter as reasonably practicable, and supplemental updates as facts become known. Upon completing its investigation Consultant shall provide the factual findings, timeline, root cause analysis, and remediation steps taken, and may redact material subject to attorney-client privilege or work product protection only where no factual finding is withheld on that basis and the redaction is accompanied by a log identifying the type of information withheld.

R-3.5 Cooperation and Costs. Consultant shall begin remediation promptly, preserve all evidence relevant to the Security Incident, and cooperate fully with City, its agents, its insurers, and law enforcement. Where a Security Incident arises from Consultant's act, omission, or failure to maintain the required safeguards, Consultant shall bear the costs of forensic investigation, legally required notification to affected individuals and regulators, credit monitoring and identity protection services, call center services, and data restoration. Consultant shall coordinate the content and timing of any notification involving City Data with City in advance. City retains sole responsibility for and control over any notification City is required to make as a public agency.

R-3.6 Use and Ownership of City Data. City Data is and remains the property of City. Consultant shall use City Data solely to perform the Services, shall not sell, license, rent, share, or otherwise monetize City Data, and shall not use City Data to develop, train, fine-tune, test, or improve any artificial intelligence or machine learning model without City's prior written approval. Any approved use shall be limited to a model used exclusively to provide the Services to City and not made available to any other customer.

R-3.7 Return and Destruction. Upon expiration or termination, or upon City's written request, Consultant shall return City Data in a standard, usable, non-proprietary format and shall then delete City Data from active and readily accessible systems within thirty (30) calendar days and certify that deletion in writing; isolate any remaining backup copies from ordinary use and access; delete City Data from backup media through the documented backup rotation cycle; and provide final written certification when backup deletion is complete, in no event later than one hundred eighty (180) calendar days after termination unless City approves a longer period in writing based on Consultant's documented backup architecture.

R-3.8 Audit and Assessment. Consultant shall provide City, on request and not more than annually absent a Security Incident, with its most recent SOC 2 Type II report or equivalent independent security assessment together with a summary of remediation of any identified exceptions. Where no such report exists, or for a Level A engagement, Consultant shall complete a security questionnaire provided by City.

RIDER R-4

DIGITAL ACCESSIBILITY

to the Agreement for Professional Services between the City of South Gate and Consultant

This Rider is attached to and incorporated into the Agreement. Capitalized terms have the meanings given in the Agreement. In the event of a conflict between this Rider and the body of the Agreement, this Rider controls as to the subject matter addressed here. All other terms of the Agreement remain in full force.

R-4.1 Accessibility Standard. Where the Services include the creation, design, development, procurement, configuration, or maintenance of web content, mobile applications, electronic documents, forms, reports, presentations, maps, or other digital content that City makes available to the public, Consultant shall deliver content that conforms to Level AA of the Web Content Accessibility Guidelines (WCAG) 2.1 and to applicable requirements under Title II of the Americans with Disabilities Act and 28 C.F.R. Part 35.

R-4.2 Testing and Remediation. Consultant shall provide accessibility testing results with each affected deliverable and shall remediate nonconforming deliverables at no additional cost to City. City may withhold acceptance of a deliverable that does not conform until remediation is complete.

R-4.3 Subconsultants. Consultant shall impose the requirements of this Rider on any subconsultant producing public-facing digital content.

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

1:33pm

Item No. 6

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of **November 10, 2026**
Originating Department: **Public Works**

Department Head: Arturo Cervantes
Arturo Cervantes

City Manager: Rob Houston
Rob Houston

SUBJECT: AGREEMENT WITH IWATER, INC. FOR THE CITYWIDE VALVE TURNING AND VALVE NUT REPLACEMENT PROJECT, CITY NO. SP-077

PURPOSE: To approve an agreement with iWater, Inc. for water valve maintenance to support safe and reliable operation of the City's water system.

RECOMMENDED ACTION: The City Council will consider:

a. Approving an Agreement with iWater, Inc. to perform specialty water system maintenance, including checking valve operation, replacing damaged valve operating nuts, and updating maintenance records, under the Citywide Valve Turning and Valve Nut Replacement, City Project No. SP-077, in an amount not to exceed $769,634;

b. Appropriating $334,680 from the Water Fund to fully fund the Citywide Valve Turning and Valve Nut Replacement, City Project No. SP-077;

c. Authorizing the City Manager to approve and execute amendments to the Agreement up to a cumulative amount of $100,000 in Water Funds; and

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

FISCAL IMPACT: There is no impact to the General Fund. The Agreement is in the amount of $769,634 to be funded with Water Funds. The Project is budgeted in the FY 2026/27 Capital Improvement Program in the amount of $564,954 in Water Funds. An appropriation is the amount of $334,680 in Water Funds is required to fully fund the project budget, as summarized below.

Description	Water Funds
Construction	$769,634
Construction Contingency	$100,000
Staff Time	$30,000
Total	**$899,634**

ANALYSIS: The Citywide Valve Turning and Valve Nut Replacement Project is included in the Fiscal Year 2026/27 Capital Improvement Program to supplement City staff's ongoing water

system maintenance efforts. Awarding the proposed agreement will allow the City to proceed with the planned work.

The City advertised the project for bids on September 14, 2026, and received bids from iWater, Inc., T.E. Roberts, Inc., and J.A. Salazar Construction. Following its review, staff recommends awarding the agreement to iWater, Inc. in the amount of $769,634.

iWater has the experience, personnel, and equipment needed to complete the work, including specialized technology for valve maintenance and data collection. Based in Irvine, California, the firm has completed similar projects for San Jose Water Company and the City of La Habra. Staff recommends iWater based on its proposed cost, relevant experience, and technical capabilities.

BACKGROUND The Public Works Department's Water Division operates and maintains the City's municipal water system. Water valves are an essential part of this system, controlling water flow and allowing crews to shut off individual sections of pipeline for maintenance, repairs, and emergencies.

Routine valve maintenance involves opening and closing valves to check that they operate properly, a process known as "exercising." When a water main breaks, working valves allow crews to isolate the damaged section quickly, reducing water loss, potential property damage, repair costs, and service interruptions. This maintenance also helps identify damaged or difficult-to-operate valves before they are needed during an emergency.

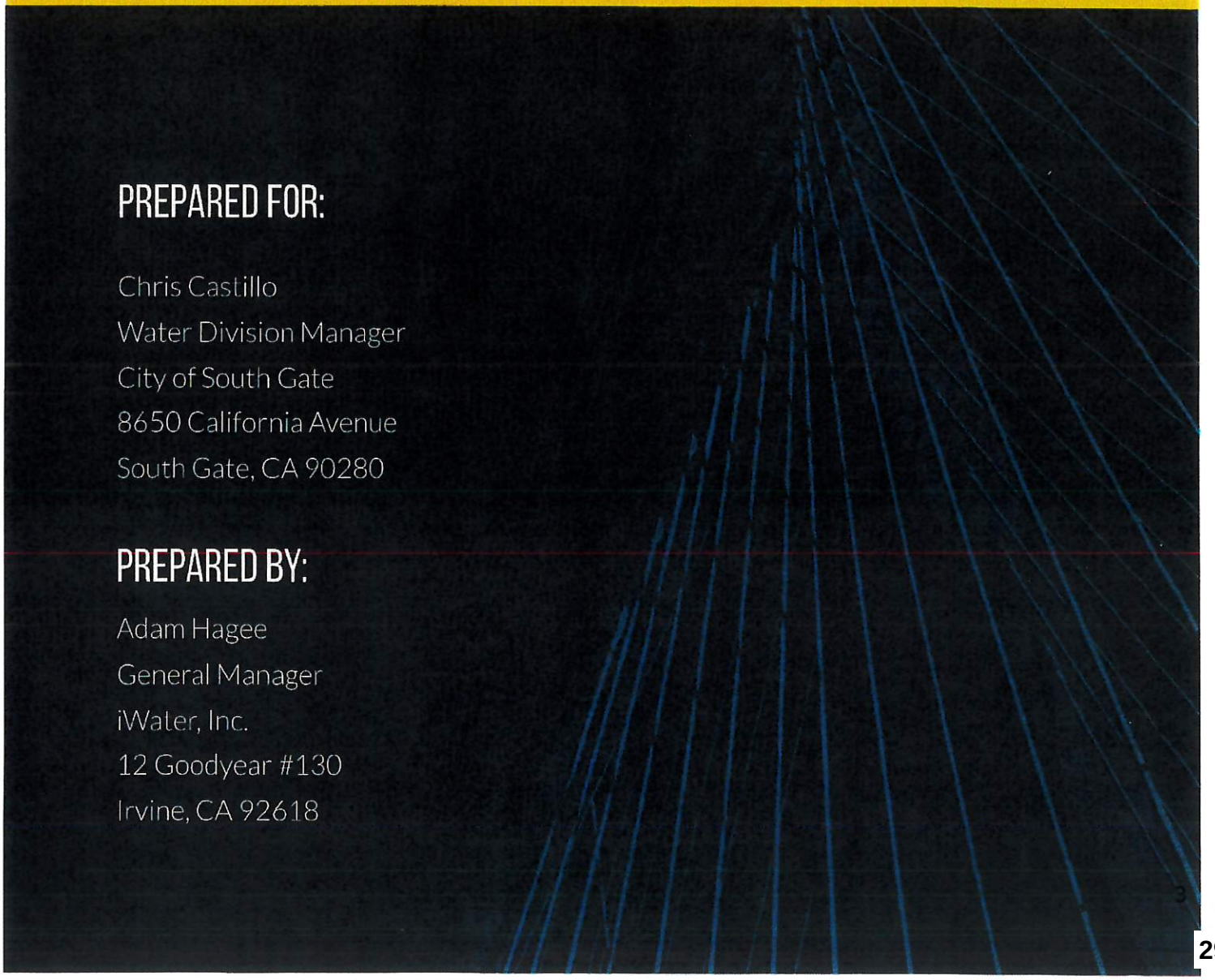
The proposed project would supplement City staff's maintenance efforts by assigning approximately 3,780 valves to a specialty contractor for exercising and replacement of damaged operating nuts, the fittings crews use to turn the valves. These valves represent a portion of the City's overall valve inventory. Many are located in busy streets, requiring traffic control and, where appropriate, nighttime work to reduce disruption to traffic and nearby properties.

The contractor would also document valve locations and conditions for inclusion in the City's Geographic Information System (GIS), a digital mapping system accessible to staff. Updated records would help crews locate valves, respond to emergencies, and plan future maintenance, repairs, and replacements.

ATTACHMENTS: A. Proposal (Includes Exhibit A & B)
B. Proposed Agreement

DY:ky

SOUTH GATE, CA
RFP FOR CITYWIDE VALVE TURNING SERVICES
SCOPE OF WORK AND PROPOSAL



PREPARED FOR:

Chris Castillo
Water Division Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

PREPARED BY:

Adam Hagee
General Manager
iWater, Inc.
12 Goodyear #130
Irvine, CA 92618



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COVER LETTER

October 7, 2026

Chris Castillo
Water Division Manager
City of South Gate
8650 California Avenue
South Gate, CA 90280

Re: RFP for Citywide Valve Turning Services

Dear Chris,

On behalf of iWater, Inc., we thank you for the opportunity to provide a response to your request regarding Citywide Valve Turning Services. We have a strong team built to provide the correct solutions you need for all aspects of your endeavor, from Valve Exercising and Hydrant Asset Management Studies to Data Collection and GIS mapping along with updating *infraMAP®* and providing inspection data back to City of South Gate.

iWater proposes to conduct all services described in the Scope of Work consisting of Valve Exercising on 3,780 Distribution Valves and 400 Valve Operating Nut Replacements.

As a leader in technology solutions within the waterworks industry, iWater, Inc. has assisted many municipalities, counties and utilities with their Water System Asset Management needs, GPS field work and GIS services across the country. We have completed numerous projects for the implementation of *infraMAP®*, our asset management software solution.

Over the past twenty six years, iWater has been proud to serve many communities located within California and the greater United States. As your neighbor, our local branch location in Irvine prides itself on our level of customer service, our personnel and logistical support, our pricing and our technology solutions. Our level of focus and commitment to City of South Gate (COSG) is important both today and in continuing our endeavors to partner into the future.

Warm regards,

DW Rhodes

Don Rhodes
President
iWater, Inc.
949-768-4549
12 Goodyear #130
Irvine, CA 92618
drhodes@iwater.org



EXECUTIVE SUMMARY

Headquartered in Irvine, California, iWater, Inc. is a trusted leader in infrastructure asset management and field services, helping public works organizations and utility operators across the United States and Canada manage and maintain critical water, wastewater, stormwater, natural gas and private utility infrastructure.

Since its founding in 2000, iWater has partnered with more than 450 municipalities, utilities and private organizations to improve the reliability, performance and longevity of critical infrastructure assets. Our experienced field and GIS professionals deliver comprehensive asset management solutions, including valve exercising, fire hydrant inspection, flushing, fire-flow tests, GIS data collection, GPS asset inventory, condition assessments and cloud-based asset management software solutions.

By combining advanced technology, industry expertise and proven field practices, iWater provides accurate, high-quality data that empowers utilities to make informed maintenance and capital planning decisions while improving regulatory compliance, operational efficiency and system reliability.

Whether supporting a single municipality or managing nationwide infrastructure programs, iWater is committed to delivering exceptional service, reliable data and long-term value for every client.

For more than 26 years, iWater, Inc., has helped utilities and public agencies simplify infrastructure management through innovative technology, experienced field personnel and dependable data solutions. Our industry expertise streamlines business processes, enhances operational efficiency and enables organizations to better manage their critical assets.

iWater, Inc.
12 Goodyear Suite #130
Irvine, CA 92618
Phone: 949-768-4549

CSLB License #783766
DIR: 2000001483



QUALIFICATIONS

iWater, Inc., offers unique services to the water/wastewater/storm water and gas/electrical industries. iWater's goal is to provide customers with real-world information about their GIS and utility infrastructure. iWater has been helping utilities across North America since 2000.

Licensed A-General Engineering Contractor in California employing DHS Certified Staff for performing field work. iWater, Inc. has provided information to over 100 California cities covering almost 4,000 square miles of infrastructure. This has included:

- Creating and updating maps of water, sewer, stormwater and fire systems.
- Performed 750,000+ meter changeouts.
- 1,772,000+ valve and hydrant asset management studies .
- Backflow field verification and data collection.
- Meter audits and curb stop/angle stop testing.
- Operating and repairing valves and hydrants.
- Fire flow testing and unidirectional flushing.
- Converting paper and outdated system maps to GIS-based technology.

infraMAP® Software is a GPS-guided mobile GIS solution that allows seamless data collection and updates to a Utilities Asset Management Program. This easy-to-use software is geared toward field crews and does not require GIS experience. Bringing together Field Crews, Management, GIS and Engineering into a commercial off the shelf product.

In 2002, iWater created *infraMAP*® Software to help its own crews work more efficiently.

Originally designed to reduce overtime, eliminate paperwork, and make everyone's job easier, the program has been perfected by the field personnel who use it every day. After 24 years in the field, *infraMAP*® Software has evolved into the most powerful, user-friendly asset mapping tool on the planet.



We understand our clients' needs and provide them with tailored support to help them run their Utility or City efficiently and effectively.

We have hundreds of happy clients and we love getting to know them. Establishing great relationships with our clients is one of the core values of our business.

KEY TEAM MEMBERS

Don Rhodes

President

As President, our company goal is to provide solutions and service to improve your business process along with ours. Our software development team includes several skill sets to provide to most current code base which includes multiple operating system requirements, different database choices to optimize performance, security and redundancy.

Our customer service and professional service group are available to work with our customers as needed via telephone or web meetings to understand, resolve and answer your questions or provide *infraMAP®* or GIS training. Also as a California Engineering Contractor, our field service team includes CA DHS certified employees who are licensed to operate, work on and improve water systems and with this knowledge, they help train your *infraMAP®* users and help improve our application.

Adam Hagee

General Manager

Mr. Hagee is a dedicated and experienced professional who has been an invaluable asset to iWater, Inc. since 2010. With 26 years of experience in design and management, he brings a wealth of knowledge and expertise to his role overseeing operations in North America.

His technical skills are exceptional, particularly in the areas of systems design and integration with water, wastewater, and stormwater utilities. His ability to work closely with public works departments and effectively manage system administration has been instrumental in the success of iWater, Inc. under his leadership.

Mr. Hagee's proven track record of delivering results and exceeding expectations has earned him a reputation as a top performer in the industry. His commitment to excellence and dedication to his work make him a key member of the iWater, Inc. team.

Josh Aardema

Project Manager

Mr. Aardema will be responsible for ensuring clear communication and transparency throughout the project. His extensive experience and DHS Grade 3 Certification make him well-equipped to manage the various complexities that may arise during field operations.

Collaboration and teamwork are crucial in achieving success and every team member's contribution is valued and essential to the overall project.

Under Josh Aardema's leadership, the field crew will work diligently to meet project deadlines, maintain quality standards and address any challenges that may arise. By fostering a collaborative and supportive work environment, the team will strive to deliver a final accepted deliverable that meets or exceeds the client's expectations.

With Josh Aardema leading the way and the dedicated efforts of the field crew members, this project is in capable hands and on track for success.

Peter Huang

GIS Manager

Mr. Huang is a GIS Manager with iWater, Inc., since 2016. Peter will be responsible for configuring the database with the necessary schema, users and ensuring that all data is formatted for the City of South Gate. Peter will also work on configuring templates and dashboard metrics to meet the specific needs of the project in *infraMAP®*.

In addition, Peter will conduct database design meetings with iWater team members as outlined in the project kickoff meeting. This will ensure that the system is tailored to COSG's requirements and that all stakeholders are involved in the decision-making process.

Overall, Peter's expertise in database design and his attention to detail will be crucial in ensuring a successful delivery of data upon completion of Valve Exercising.

SIMILAR PROCESSES

San Jose Water Company, CA

iWater, Inc. successfully completed a comprehensive Fire Hydrant Study involving more than 20,000 fire hydrants and corresponding hydrant valve shutdown tests across approximately 140 square miles of service territory. The project encompassed the Cities of San Jose, Campbell, Los Gatos, Monte Sereno, Saratoga, Cupertino and Redwood Estates.

Leveraging San Jose Water's existing GIS infrastructure, asset data was seamlessly imported into *infraMAP®* software, providing field crews with a comprehensive digital work environment. Supervisors utilized *infraMAP®* to assign geographically organized tasks, ensuring complete system coverage and verifying that every hydrant within the project area was inspected.

iWater's field technicians performed a detailed inspection of each hydrant using a standardized, multi-point inspection process. Data collected included:

- Static water pressure (PSI)
- Hydrant operating stem torque
- Comprehensive hydrant condition assessment
- Pre- and post-operation hydrant valve torque measurements
- Digital photographs documenting asset condition
- Field videos when operational concerns or deficiencies were identified

When defects or maintenance issues were discovered, field crews generated real-time work orders directly within *infraMAP®*. These work orders were immediately assigned to San Jose Water for review, prioritization and corrective action.

Upon project completion, all inspection records, testing results, photographs, videos and work order information were securely maintained within *infraMAP®*. Data was electronically delivered to San Jose Water, providing a complete, accurate and GIS-ready record of the utility's hydrant infrastructure.

The successful execution of this large-scale project demonstrated iWater's ability to combine experienced field personnel, proven inspection methodologies and advanced asset management technology. This process enabled all team members to efficiently assess critical water system infrastructure while delivering high-quality, actionable data to San Jose Water.



SIMILAR PROCESSES

Golden State Water, CA

iWater, Inc. undertook this project to evaluate the valve and fire hydrant infrastructure across Golden State Water's Twenty (20) distinct service areas. Using existing CAD drawings as a foundation, iWater field crews precisely assessed the location of these crucial components within each system. The size of these service areas varied significantly, with the number of fire hydrants ranging from 150 in the smallest area to 4,000 in the largest. Following the analysis of each individual system, iWater, Inc. leveraged the Esri Local Government Data Model to design and populate a geodatabase, ensuring consistent and standardized data collection across all service areas.

Once the GPS locations of over 50,000 valves and fire hydrants were captured, iWater GIS staff was able to overlay the existing CAD drawings and As-Builts. This enabled iWater GIS Staff to create a seamless geometric network of system valves, fire hydrants, water mains and service laterals.

With the GIS in place, iWater's DHS certified field crews were able to verify the status, condition of valves and fire hydrants pertaining to each system. By exercising the valves and flushing hydrants, operations-specific details such as condition, ease/difficulty of operation, torque data, physical diameter and operation comments were collected in *infraMAP®* Software. iWater then delivered a geodatabase to the Golden State Water Company with all pertinent information. The resulting data provides significant value to the water utility by allowing GIS and Engineering personnel to perform more accurate system analysis, asset evaluation and infrastructure planning.

La Habra, CA

iWater, Inc. successfully completed a comprehensive Asset Management Study to verify and update the GPS and GIS information for more than 30,000 water and sewer system assets. The project provided the utility with accurate, field-verified infrastructure data while improving the reliability and accessibility of its asset management records.

As part of the program, iWater field crews exercised approximately 3,800 water distribution valves and performed fire hydrant inspections including full valve closure verification to confirm proper valve operation and system reliability.

During each maintenance activity, field technicians collected and verified valve and hydrant asset information, including:

- Operational status
- Number of turns to fully close
- Closing direction
- Valve nut depth
- Current valve position
- Field observations and comments
- Updated GPS coordinates and GIS attributes

All maintenance activities and field data were captured electronically using *infraMAP®* Cloud Asset Management Software, providing real-time documentation and quality assurance throughout the project.

Upon completion, the utility received a fully updated GIS-based asset inventory that improved data accuracy, streamlined maintenance planning, enhanced emergency response capabilities and provided operations staff with up-to-date, cloud-based access to infrastructure information. The project established a solid foundation for proactive asset management and long-term infrastructure planning while supporting more efficient operation of the water distribution and wastewater collection systems.

PROJECT APPROACH

Valve Exercising Procedure

To efficiently complete the project, iWater will deploy a combination of one-person and two-person field crews under the direction of Josh Aardema, Project Manager. Crews will receive daily assignments through *infraMAP®* and perform inspections street-by-street using route-based task assignments designed to maximize productivity and ensure complete system coverage. Crew configurations will be based on operational efficiency, project schedule requirements and safety considerations. Project oversight will be provided through regular coordination with COSG staff. Mr. Aardema will conduct monthly progress meetings to review production, discuss project status, address any field issues and coordinate upcoming work activities.

Valve exercising will consist of locating each valve using the City's GIS data which will be loaded into *infraMAP®* Cloud. If a valve is not visually identifiable, iWater field crews will use a magnetic locator to locate the valve lid. iWater will spend a maximum of fifteen (15) minutes searching for valve lids that may be covered by pavement or other surface materials. Valves that cannot be located within the allotted search time will be documented as unable to locate.

Once the valve lid is located, the lid will be removed and the operating nut will be visually inspected for condition and accessibility. If debris is present within the valve box, iWater crews will remove the material using the onboard vacuum system to provide safe access to the operating nut.

Each valve will then be exercised through two complete operating cycles using the minimum amount of torque necessary to safely operate the valve. Excessive force will not be applied to avoid damaging the valve or operating components.

During the exercising process, iWater will collect and record (but not limited to) the following information for each valve:

- Unique valve identifier
- Valve operating status
- Number of turns to fully close
- Direction of closure
- Maximum operating torque
- Valve nut depth
- Current valve position
- Operational condition and any observed deficiencies
- Comments or maintenance recommendations, if applicable

Any valves exhibiting abnormal operating conditions, excessive torque or other deficiencies will be documented and reported to the City for further evaluation and maintenance. If a valve needs additional torque beyond the outlined table on page 10 of this document, iWater Crews will contact the COSG Water Supervisor.

PROJECT APPROACH

Valve Exercising

iWater will establish a valve maintenance service program providing a complete turnkey solution for valve exercising on 3,780 distribution valves, documentation of valve operation, condition and whether or not a valve lid needs to be raised. All data will be recorded directly into the City of South Gate's *infraMAP*® Cloud Maintenance Management Software which generates real time data including operation information and torque data.

iWater field crews are equipped with state-of-the-art technology. Trucks are fully outfitted with advanced vacuum (500cfm) systems to clear any obstructions that may be present in the valve can. This will also include vacuuming water in the valve can so that the operating nut is clearly visible before exercising the valve.

4" valves will be turned by hand with one person. All other valves will be attempted first by hand turning. If a valve cannot be turned by hand, an on-board EH Wachs ERV-750 hydraulic valve machine will be utilized to safely operate the valve.

Each isolation valve shall be exercised until complete closure is achieved with minimum torque required to minimize the possibility of damaging the valves or will be noted if a problem exists. If a valve is found in the Closed Position, City of South Gate's staff will be notified immediately for instruction on whether to proceed or stop operation.

Safety remains a primary focus throughout the project. All iWater service vehicles are equipped with high-visibility warning lights, arrow boards, traffic control devices and appropriate project signage. Traffic control and work zone safety procedures will be implemented in accordance with the latest WATCH Manual requirements and all applicable City and California standards.

To support efficient scheduling and minimize disruptions caused by parking restrictions, iWater requests that the City provide current street sweeping schedules and maps prior to project mobilization. This information will assist field crews in planning daily work assignments and relocating equipment as necessary to comply with local parking regulations.

AWWA C500-02 Torque Standards

VALVE TYPE & SIZE (INCHES)	MAXIMUM RECOMMENDED OPERATING TORQUE (ft. lbs.)
4" gate valves	200 ft. lbs.
6"-12" gate valves	300 ft. lbs.
Gate valves larger than 12"	600 ft. lbs.
Butterfly valves	200 ft. lbs.

Valve Lid Painting

Distribution Valve lids will be painted with 2 coats of Blue paint after each valve has been successfully exercised. White paint will be used for Inoperable Valves. The City of South Gate shall supply lids as needed for replacement while performing valve maintenance on this project.

Result

The City of South Gate will receive a finished product of properly operating Water Distribution System Valves. All data collected during the project will be available via *infraMAP*® Cloud. Tasks will also be created for valves that may need repair, replacement and inoperable. iWater will also provide all data for Geoviewer 3.0 as we have worked on numerous projects where Nobel supplies the GIS data and iWater provides back completed data to Nobel to be uploaded into Geoviewer.

Note: Taking care of valves is of the utmost importance. iWater, Inc., will not be held liable for any assets that fail or break or the consequences of such failures during operating procedures due to pre-existing conditions. Any assets that fail or break during operation will be repaired or replaced by the city.

PROJECT APPROACH

iWater Responsibilities

iWater field crews will adhere to all Standard Operating Procedures (SOPs), inspection methodologies and quality standards established by the City of South Gate (COSG). These procedures are designed to ensure that all inspection tasks are performed consistently and that the data collected is accurate, complete and compliant with the requirements of COSG.

Field operations will be conducted between 5:00 a.m. and 4:00 p.m. To minimize traffic impacts and maximize crew efficiency, inspections will be scheduled as follows:

- 5:00 a.m. – 7:00 a.m.: Major arterial streets and commercial areas.
- After 7:00 a.m.: Residential neighborhoods and local streets.

Throughout the project, iWater will conduct monthly Microsoft Teams meetings with COSG Project Management staff to review project progress, discuss production metrics, address field observations, resolve outstanding issues and coordinate upcoming work activities.

COSG Responsibilities

- Provide GIS Data and schema for hydrants.
- Provide list of street sweeping days and streets.
- Provide key contacts in case of emergency or questions to be answered.

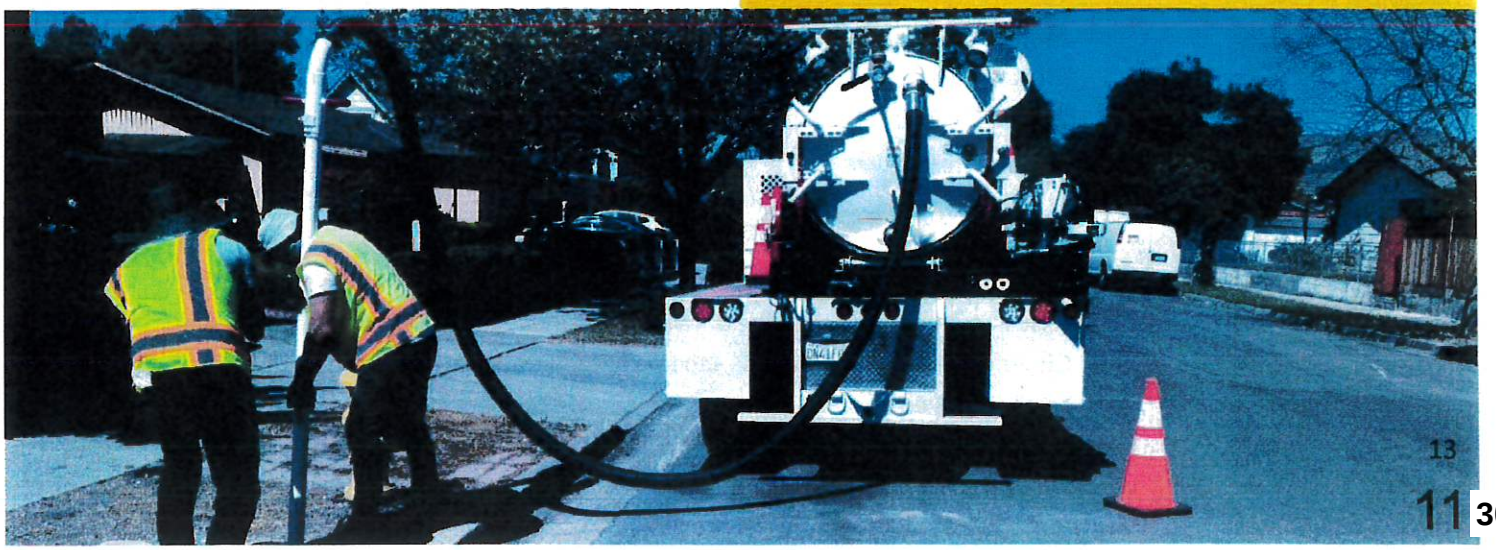
No-Excavation Valve Operating Nut Remediatio

iWater shall furnish all labor, supervision, equipment, materials, replacement operating nuts, tools and traffic-control measures required to perform no-excavation valve operating-nut remediation.

Work will include establishing a safe work area; providing traffic control appropriate to the site conditions; removing the valve-box lid and vacuuming accumulated dirt, debris and water from the valve box to expose the valve operating nut and upper stem assembly. The existing operating nut will be evaluated to confirm whether it is rounded, broken, missing or otherwise inoperable and suitable for no-excavation remediation.

Using specialized tools and procedures, iWater field crews will remove the damaged operating nut and install a compatible replacement operating nut without excavating the valve or disturbing the surrounding pavement. After installation, the valve will be exercised through its available operating range, document operability and return the valve to its original operating position unless otherwise directed by the City of South Gate.

Upon completion, iWater will remove generated debris, reinstall the valve-box lid, remove traffic-control devices and leave the work area in a clean and safe condition.





PROJECT SCHEDULE FY26-27

1

Kick-Off Meeting

Conducted by both iWater project staff and the COSG project management team, we will meet on-site to review and define the project plan. iWater staff will discuss the project plan and approach, valve torque limits, traffic control approach, along with expected results from each phase.

2

Valve Exercising Service

iWater field crews will perform Valve Exercising (3,780) once notified by COSG to commence system Inspections. At minimum, the following attribute data will be included for the scope of this project:

- City Valve ID
- Exercise Date/Time
- Valve Accessible
- Vacuumed (Yes/No)
- Valve Type
- Rounded Valve Nut
- Valve Opertional Status
- Valve Condition
- Structure Discrepancies
- Valve Size
- Operator Name
- Turns to Close
- Turn Direction
- Depth to Nut
- Current Position
- High Torque
- Photos
- Operational Comments

3

Data Editing

Quality Assurance/Quality Control (QA/QC) will be maintained throughout the duration of the project. iWater's GIS Specialists will continuously monitor, review and validate all collected data to ensure accuracy, completeness and compliance with project specifications. Any discrepancies or inconsistencies identified during the QA/QC process will be promptly corrected to maintain the integrity and quality of the final deliverables.

4

Accurate Asset Management Documentation Deliverable

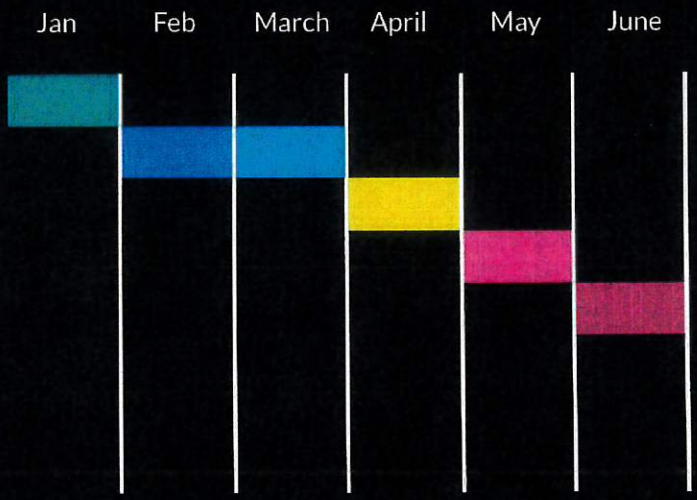
Upon completion of the project, the City of South Gate will receive a complete Valve Assessment data export. The data will be provided in a format compatible with the City of South Gate's database schema to facilitate seamless import into the City's asset management system.

PROJECT SCHEDULE COMPLETION JUNE 30, 2027



Citywide Valve Turning to commence in January 2027 and conclude June 2027.

Total Rounded Valve Nut Repairs With No Excavation - 400



Milestones

Project Start Jan 2027
Mobilization, data prep and commence valve exercising

February 2027

March 2027

April 2027

May 2027

June 2027

Total Valves 3,780 To Be Exercised

4" Valves - 178
6" Valves - 2,422
10" Valves - 233
12" Valves - 377
14" Valves - 13
16" Valves - 84
18" Valves - 1
20" Valves - 16
24" Valves - 8

ATTACHMENT 1

COST FORM

Base Bid
Quantities are estimated totals.

Item	Item Description	Unit	Estimated Quantity	Unit Price ($)	Total Price ($)
1	Valve Assessment of 4 inch Diameter Valve	EA	178	$89	$15,842
2	Valve Assessment of 6 inch Diameter Valve	EA	2422	$89	$215,558
3	Valve Assessment of 8 inch Diameter Valve	EA	448	$89	$39,872
4	Valve Assessment of 10 inch Diameter Valve	EA	233	$89	$20,737
5	Valve Assessment of 12 inch Diameter Valve	EA	377	$95	$35,815
6	Valve Assessment of 14 inch Diameter Valve	EA	13	$230	$2,990
7	Valve Assessment of 16 inch Diameter Valve	EA	84	$230	$19,320
8	Valve Assessment of 18 inch Diameter Valve	EA	1	$230	$230
9	Valve Assessment of 20 inch Diameter Valve	EA	16	$230	$3,680
10	Valve Assessment of 24 inch Diameter Valve	EA	8	$230	$1,840
11	Inaccessible Valve – Note Valve per Task 2B &C	EA	350	$45	$15,750
11	Replace Valve Box Lid (Lid provided by the City) per Task 2A	EA	400	free of charge	$0
12	Valve Operating Nut Repair (up to 24-inches; No Excavation) per Task 4	EA	400	$995	$398,000
	TOTAL				$769,634

***Valve Assessment shall include Task 1, 2B (Inspection), 3, as described under the Scope of Services Section.**

ATTACHMENT 2 - LIST OF SUBCONTRACTORS

ATTACHMENT 2

LIST OF SUBCONTRACTORS

NAME OF BIDDER: iWater, Inc.

In accordance with Division 2, Part I, Chapter 4 of the Public Contract Code, including Sections 4100-4113. The prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent of the prime contractor's total bid.

Subcontractors listed must be properly licensed for the type of work they are to perform and their license numbers must be indicated below. Do not list alternate subcontractors for the same work.

1. Name & Address of Subcontractor **Specific Description of Subcontract**

Name: NA _____

Address: _____ _____

License No.: _____ Email Address: _____

Classification: _____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration

No: _____

2. Name & Address of Subcontractor **Specific Description of Subcontract**

Name: _____ _____

Address: _____ _____

License No.: _____ Email Address: _____

Classification: _____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration

No: _____

3. Name & Address of Subcontractor **Specific Description of Subcontract**

Name: _____ _____

Address: _____ _____

License No.: _____ Email Address: _____

Classification: _____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration

No: _____

ATTACHMENT 2 - LIST OF SUBCONTRACTORS

ATTACHMENT 2 CONTINUED

LIST OF SUBCONTRACTORS

4. Name & Address of Subcontractor **Specific Description of Subcontract**

Name: _____ _____

Address: _____ _____

License No.: _____ Email Address: _____

Classification: _____

D.I.R.P.W.C. Registration No: _____

5. Name & Address of Subcontractor **Specific Description of Subcontract**

Name: _____ _____

Address: _____ _____

License No.: _____ Email Address: _____

Classification: _____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration

No: _____

6. Name & Address of Subcontractor **Specific Description of Subcontract**

Name: _____ _____

Address: _____ _____

License No.: _____ Email Address: _____

Classification: _____

Department of Industrial Relations Public Works Contract (D.I.R.P.W.C) Registration

No: _____

ATTACHMENT 3 - CONTRACTOR'S QUALIFICATION STATEMENT

ATTACHMENT 3 – CONTRACTOR'S QUALIFICATIONS STATEMENT

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of South Gate

The undersigned certifies that the bidder has successfully and properly completed projects of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Three (3) of recent comparable projects completed are below:

1. Project Name Hydrant Asset Management Study

   Description Hydrant Asset Management Study

Andy Yang - Director of Asset Management		408-918-7234
Person to Contact	Job Title	Phone No.
San Jose, CA	$4,100,000	June 2026
City	Contract Amount	Date Completed

2. Project Name Valve & Hydrant Assessment

   Description Valve & Hydrant Assessment

Rick Olson - Water & Sewer Superintendent		562-383-4170
Person to Contact	Job Title	Phone No.
La Habra, CA	$274,855	2013 - Present
City	Contract Amount	Date Completed

3. Project Name Valve Assessment

   Description Valve Assessment

Ryan White - Field Operations Supervisor		562-697-1726
Person to Contact	Job Title	Phone No.
Rowland Heights, CA	$543,000	2018 - Present
City	Contract Amount	Date Completed

Failure to complete this portion of the bid shall at the City's discretion constitute the basis to either declare the apparent low bidder's bid non-responsive or declare the bidder to be non-responsive.

Signed Donald W Rhodes Title President

Dated this 29 day of September, 2026

ATTACHMENT 4 - CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

ATTACHMENT 4

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any construction contract.

Submitted By: Donald W Rhodes
Name must correspond with the Contractor's License

[X] Corporation [ ] Partnership [ ] Individual [ ] Joint Venture

If a corporation, under the laws of what State is it organized? California

California Regional Office (s): 12 Goodyear #130 Irvine, CA 92618

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. How many years experience in construction work under current organization?

(a) As a General Contractor? 26 years From 2000 to 2026

(b) As a Subcontractor? NA From _____ to 20____

B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

TITLE OF PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE No. AND NAME OF PERSON TO CONTACT
Hydrant Asset Management Study	June 2026	San Jose Water Company, Andy Yang 408-918-7234
Valve & Hydrant Assessment	2013 - Present	City of La Habra, Rick Olson 562-383-4170
Valve Assessment	2018 - Present	Rowland Water District, Ryan White 562-697-1726

B. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES _____ NO __X__. If so indicate the name of each agency, dates, and the circumstances.

ATTACHMENT 4 - CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

ATTACHMENT 4 CONTINUED

PERFORMANCE HISTORY

C. Have you or your company been denied an award of an Owner contract not withstanding submission of the lowest responsive bid? YES _____ NO __X__. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

D. Has your company been assessed liquidated damages by any Owner? YES _____ NO __X__. If so, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.

E. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES _____ NO __X__. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

F. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES _____ NO __X__. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

G. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES _____ NO __X__. If so, state the circumstances, including the reason for submittal of false material.

H. Is your company currently asserting against any Owner any construction claim (s) in excess of $100,000.00, or has your company made such claim (s) against any Owner? YES _____ NO __X__. If so, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of such claim, the present status of such claim, the date of resolution of such claim if resolved, and the amount and method by which such claim was resolved, if resolved.

I. Is your company currently a party against any Owner in any litigation pertaining to any construction project, or has your company been a party to such litigation? YES _____ NO __X__. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

ATTACHMENT 4 - CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

ATTACHMENT 4 CONTINUED

ADDITIONAL INFORMATION AND/OR COMMENTS

Use this page for providing requested or additional information or for any comments. If no comments or additional information, write "NONE" at the top of this page. (Duplicate this page if more space is needed). Add corresponding "letter" of each question that the information or comment pertains to.

NONE

ADDENDUM 1 - VALVE TURNING SERVICES

City of South Gate
8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280-3004 Tel: (323) 357-9657
Fax: (323) 563-9572

ARTURO CERVANTES, P.E.
DIRECTOR OF PUBLIC WORKS/
ASSISTANT CITY MANAGER

DATE: September 28, 2026

TO: Prospective Bidders

FROM: Derwin Dy, Water Resources and Development Division Manager

SUBJECT: ADDENDUM #1: Valve Turning Services

Please note the following changes and/or additions to the Project Plans and Specifications for the above reference project. The contractor shall acknowledge receipt and acceptance of this Addendum on Planet Bids and acknowledge and accept this Addendum with authorized signature on the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the bid.

CONTRACT DOCUMENTS

SPECIFICATIONS:

The following clarifications, additions & deletions are made to the Specifications for the above referenced project:

1. **Clarification: The contract duration is two hundred (200) calendar days, as specified on Page 5 under Scope of Services.**
2. **Clarification: The agreement attached to the RFP was for reference only. The agreement will be terminated once the work is completed.**

END OF ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #1 which shall be attached to the Bid.

Donald W Rhodes President — 9/30/2026

Signature and Title — **Date**

ADDENDUM 1 - VALVE TURNING SERVICES

INTRODUCTION AND PROJECT DESCRIPTION

The City of South Gate (City) operates a municipal water system with approximately 135 miles of water mains serving over 14,350 customer accounts across residential, commercial, and industrial sectors. The population of the City is approximately 93,000. The City is seeking a qualified Contractor that can successfully provide valve turning services for the City's water distribution system. Services to be provided are explained in the following scope of work and in accordance with Local, and State requirements.

SCOPE OF SERVICES

The City is soliciting proposals from qualified Contractors capable of providing **valve turning and valve nut replacement** for this Project. Work shall include valves ranging in size from **4 inches through 24 inches** and shall be performed on **all streets within the City of South Gate Water Service Area boundary**. All work to de done under this contract shall be completed within 200 calendar days, beginning on the date stipulated in the written "Notice to Proceed" issued by the City.

.TASK 1 – **PROJECT MANAGEMENT & MOBILIZATION**

A. Pre-Work Conference - the Contractor shall attend a meeting with the City prior to commencing work. The purpose of the meeting will be to:

- Review the Contractor's proposed database structure and format and valve attributes to be recorded and make modifications as needed to be compatible with the City's existing database.
- Discuss traffic control approach.
- Reach agreement on the torque limits for each type of valve and size anticipated.
- Discuss other requirements related to the work.

B. The Contractor shall post temporary "No Parking" signs at each location at least 72 hours in advance. All traffic control set ups and devices must comply with the California Manual for Uniform Traffic Control Devices (CAMUTCD). The City reserves the right to reject any work that does not meet the workmanship standards specified in the RFP.

C. Prevailing wage rates: the contractor shall pay prevailing wage in compliance with California labor code sections 1771, 1774 - 1776, 1777.5, 1813 and 1815 or any successor legislation.

TASK 2 – VALVE INSPECTION & VALVE BOX

ADDENDUM 2 - RFP FOR VALVE TURNING PROJECT

City of South Gate
8650 CALIFORNIA AVENUE, SOUTH GATE, CA 90280-3004 Tel: (323) 357-9657
Fax: (323) 563-9572

ARTURO CERVANTES, P.E.
DIRECTOR OF PUBLIC WORKS/
ASSISTANT CITY MANAGER

DATE: September 30, 2026

TO: Prospective Bidders

FROM: Lorenzo Camargo, Associate Engineer

SUBJECT: ADDENDUM #2: RFP for Valve Turning Project

This addendum consists of one (1) page 1.

Please note the following changes and/or additions to the Request for Proposal (RFP) for the above reference project. The contractor shall acknowledge receipt and acceptance of this Addendum on Planet Bids and acknowledge and accept this Addendum with authorized signature on the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the bid.

CONTRACT DOCUMENTS

RFP:

The following clarifications, additions & deletions are made to the RFP for the above referenced project:

1. **Add Contractor's Industrial Safety Record to the Exhibit Section in its entirety as attached.**

END OF ADDENDUM #1

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges the receipt of this Addendum #1 which shall be attached to the Bid.

Donald W Rhodes President — 10/1/2026

Signature and Title — **Date**

ADDENDUM 2 - RFP FOR VALVE TURNING PROJECT

Project: **RFP for City Wide Valve Turning Services**

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated as a principal or owner for the last five calendar years and current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data, which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5 Calendar Years Prior to Current Year

Year	2021	2022	2023	2024	2025	TOTAL	Current Year
1. No. of Contracts							
2. Total dollar amount of contracts (in thousands of $)							
* 3. No. of fatalities	0	0	0	0	0	0	0
* 4. No. of lost workday cases	0	0	0	0	0	0	0
* 5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
* 6. No. of lost workdays	0	0	0	0	0	0	0

The information required for these items is the same as required for column 3 to 6, Code 10, Occupational Injuries, Summary Occupational Injuries and illnesses. OSHA No. 102

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

iWater, Inc.
Name of Bidder (print)

Donald W Rhodes
Signature

12 Goodyear, Suite 130
Address

783766, A
State Contractors' License. No. & Classification

Irvine 92618
City Zip Code

949-768-4549
Telephone

AGREEMENT FOR SPECIALTY OPERATION AND MAINTENANCE SERVICES FOR VALVE TURNING AND VALVE NUT REPLACMENT PROJECT, BETWEEN THE CITY OF SOUTH GATE AND IWATER, INC.

This Agreement for the Valve Turning and Valve Nut Replacement Project ("Agreement") is made and entered into on November 10, 2026, by and between the City of South Gate, a municipal corporation ("City") and iWater, Inc., a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain a qualified provider for certain services relating to Operation and Maintenance ("Maintenance") of the City's water system valves;

WHEREAS, on September 14, 2026, the City issued a Request for Proposal for Operation and Maintenance services for the Valve Turning and Valve Nut Replacement Project ("RFP"), to which iWater, Inc. submitted a proposal, along with three other contractors. The RFP is attached as Exhibit "A".

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the Maintenance Services ("Work") identified on Exhibit "B" hereto. The work to be performed shall be as directed by the City on the storm water diversion and wetland system ("City Facilities") are also identified on Exhibit "B" hereto. The Work shall include all the terms and conditions of Contractor's proposal dated October 7, 2026 ("Proposal"), which shall be attached as part of Exhibit "B" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

2. **COMPENSATION.** The maximum amount of compensation to be paid to Contractor hereunder, pursuant to this Agreement, shall not exceed **Seven Hundred Sixty Nine Thousand Six Hundred Thirty Four Dollars ($769,634)**, which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, are set forth on the Cost Proposal attached hereto as Exhibit "B". Except as may be specifically set forth in Exhibit "B" or approved by the City in

writing on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit "B", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If, after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **TERM OF AGREEMENT.** The term of this Agreement ("Term") shall commence on November 10, 2026, and shall terminate on November 10, 2027, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13 below. At the conclusion of this period, the City at its option, and with City Council approval, may renew this contract for up to two consecutive periods of one year each, beginning November 11, 2028, and November 11, 2029. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

4. **COMMENCEMENT OF THE WORK.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City's Director of Public Works ("Director"), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.

5. **INSPECTION OF WORK.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor's conformance to the terms of this Agreement, pursuant to the City's established review and approval procedures as the same may be amended from time to time. Without limiting the City's rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.

6. **SOUTH GATE BUSINESS LICENSE.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.

7. **CONTRACTOR MUST PAY PREVAILING WAGES TO ITS EMPLOYEES.** This Agreement is a public works contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with prevailing wage rate payment requirements under California Labor Code § 1771. Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **PERFORMANCE STANDARDS AND REQUIREMENTS.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.

9. **INDEPENDENT CONTRACTOR.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

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

11. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

11.1 **Familiarity with Work.** Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

11.2 **Site Inspection.** Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.

11.3 **No Solicitation.** Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

11.4 **No Fees, Commissions, Gifts or Other Consideration.** Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

11.5 **No Conflict of Interest by City.** Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

11.6 **No Conflict of Interest by Contractor.** Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

12. **NON-EXCLUSIVITY.** The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for maintenance services in areas of the City other than the City Facilities identified in Exhibit "A" which are the subject of this Agreement.

13. **NO ASSIGNMENT.** Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegatees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **PUBLIC EMPLOYEES RETIREMENT SYSTEM.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of the City and entitlement to any contribution to be paid by the City for employer contribution and/or employee contributions for PERS benefits. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of the City.

15. **INSURANCE.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:

    15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within

the classifications of "all-risk", "fire legal liability", and "personal injury" insurance.

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

15.3 Worker's Compensation Insurance. Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.

15.4 Automobile Liability Insurance. Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least $1,000,000 per person, $2,000,000 per occurrence, and (b) Primary Property Damage of at least $1,000,000 per occurrence.

15.5 Qualifications of Insurers. Each policy shall be issued by an insurance company having a "Best's Rating" of at least A and having a "Financial Size Categories" rating of at least VIII in the most current edition of "Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).

15.6 City to be Named as Additional Insured Party. All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement (CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.

15.7 Primary Insurance. Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.

15.8 Blanket Policies. Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items

and matters to be insured under this Agreement or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.

15.9 Restrictions on Cancellation and Reduction. Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

15.10 Waivers of Subrogation. The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

15.11 Verification of Coverage. Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidence of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.

15.12 Form of Policies. All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

15.13 Policy Limits Do Not Limit Contractor's Liability. The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.

16. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor

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

17. **NOTICE OF DEFAULT AND TERMINATION FOR CAUSE.** If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("Default Notice"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

18. **CITY'S REMEDIES FOR CONTRACTOR'S FAILURE TO PERFORM.** Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 **Forfeiture of Bond/Negotiation of Security.** The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations and may further cause to be negotiated any instrument of credit deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

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

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

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

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

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

out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

20. MISCELLANEOUS.

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

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

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

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

TO CONTRACTOR:
Adam Hagee
General Manager
iWater, Inc.
12 Goodyear #130
Irvine CA, 92618
Email: ahagee@iwater.ort
TEL: (949) 768-4549

20.2 Time. Time is of the essence of every provision contained in this Agreement.

20.3 Incorporation of Recitals and Exhibits. All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 Successors and Assigns. Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

20.5 Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

20.6 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

20.7 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

20.8 Consent to Jurisdiction and Service of Process. All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non convenience and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

20.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all

of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

20.10 Entire Agreement. This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.11 Captions. Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

20.12 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

20.13 Further Assurances. Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

20.14 No Waiver. Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

20.15 Rights and Remedies. No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

20.16 Joint and Several Liability. If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

20.17 No Third-Party Beneficiaries. The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

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

[Remainder of page left blank intentionally]

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

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

CITY OF SOUTH GATE:

By: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT
Raúl F. Salinas, City Attorney

IWATER, INC.:

By: _____
Don Rhodes, President

Dated: _____

Exhibit "A"

Cost Proposal

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

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

1:32pm

Item No. 7

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
Originating Department: **Police Department**

Department Director: Manuel Arana
Manuel Arana

City Manager: Rob Houston
Rob Houston

SUBJECT: ACCEPTANCE OF A GRANT ($100,000) FROM KOOS MANUFACTURING-AG JEANS FOR THE POLICE DEPARTMENT'S PROGRAMS

PURPOSE: To accept a $100,000 grant from Koos Manufacturing – AG Jeans and appropriate the grant funds to support and enhance community engagement, youth programs, employee wellness, and public safety programs operated by the South Gate Police Department.

RECOMMENDED ACTIONS: The City Council will consider:

a. Accepting a $100,000 grant from Koos Manufacturing – AG Jeans to support various South Gate Police Department community engagement, youth development, wellness, and public safety programs, and recognizing the grant revenue in Fund 231 (Law Enforcement Grants) in the Fiscal Year 2026-27 budget;
b. Appropriating $100,000 in grand funding within fund 231 to support the designated Police Department programs and activities as identified by Koos Manufacturing- AG Jeans; and
c. Authorizing the allocation and expenditure of grand funds for the community programs, employee wellness initiatives, and public safety activities outlines in this Agenda Bill.

FISCAL IMPACT: There is **no impact to the General Fund**. The $100,000 grant will be deposited into Fund 231 (Law Enforcement Grants). Consistent with the direction provided by Koos Manufacturing – AG Jeans, the grant funds will be allocated to the Fiscal Year 2026-27 budget as follows:

Program / Activity	Amount
South Gate Classic Car Show, full sponsorship of the September 26, 2026 event	$10,000
2026 Santa Cop, toys and necessary supplies	$15,000
Equestrian Training for Youth Groups, four days of training, including food and equipment for children	$10,000
Citizen Academy, Adult Programs (English and Spanish)	$5,000
Citizen Academy, Youth Programs (Middle and High School Students)	$5,000

All-Female Youth Summit at South Gate Park – ages 13–17	$5,000
Pink Patch Project, purchase of patches and shirts for 2027	$5,000
Parking Enforcement Overtime, additional patrol around schools during school hours	$30,000
Peer Support Team, employee wellness program and employee celebrations	$15,000
TOTAL	**$100,000**

ANALYSIS: The South Gate Police Department places a high priority on community engagement, youth development, employee wellness, and maintaining positive relationships with the residents and businesses it serves. Meaningful engagement with the community helps strengthen communication, build trust, promote transparency, and enhance the overall quality of life in South Gate.

The generous $100,000 grant from Koos Manufacturing – AG Jeans will provide the Police Department with an important source of funding to maintain and enhance several existing community programs while also creating opportunities for new initiatives.

The funding will support programs that directly connect the Police Department with residents of all ages and backgrounds. These programs include the South Gate Classic Car Show, Santa Cop, Citizen Academies, youth programming, the All-Female Youth Summit, the Pink Patch Project, and additional school-area parking enforcement. The grant will also provide funding for the Department's Peer Support Team to support employee wellness and strengthen employee morale.

The additional funding for parking enforcement will allow the Department to provide enhanced enforcement and visibility around schools during school hours. This will help address traffic, parking, and pedestrian-safety concerns in areas where children and families are most vulnerable.

The grant will also allow the Department to expand youth engagement through equestrian training and an All-Female Youth Summit. These programs are designed to provide young people with positive experiences, mentorship, leadership opportunities, and meaningful interaction with members of the Police Department.

BACKGROUND: For several decades, the South Gate Police Department has worked to strengthen its relationship with the community by hosting, sponsoring, and participating in numerous community events and outreach programs. These efforts are an important component of the Department's commitment to community-oriented policing and building trust with the residents it serves.

Many of these programs require significant financial resources. Due to reductions in the Police Department's General Fund budget for Fiscal Year 2026-27, several community events and programs have been reduced, modified, or eliminated.

The generous $100,000 grant from Koos Manufacturing – AG Jeans, will provide the Department with an opportunity to restore funding for several important community activities while expanding opportunities for youth and residents.

In particular, the grant will allow the Department to continue supporting established programs such as Santa Cop, the Classic Car Show, Citizen Academies, and the Pink Patch Project, while also introducing new initiatives such as equestrian training for youth and an All-Female Youth Summit.

The City and South Gate Police Department are grateful to Koos Manufacturing – AG Jeans for its generous investment in the South Gate community. This partnership demonstrates the important role that local businesses can play in supporting public safety, youth development, community engagement, and employee wellness.

ATTACHMENT: None

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

1:48pm

Item No. 8

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
Originating Department: **Administrative Services**

Department Head: _____ ***City Manager:*** _____
Luis Frausto *Rob Houston*

SUBJECT: AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO MATRIX CONSULTING GROUP, LTD. FOR A COST ALLOCATION PLAN, FEDERAL GRANTS COST RECOVERY REVIEW, AND CITYWIDE USER FEE STUDY

PURPOSE: To award a Professional Services Agreement to Matrix Consulting Group, Ltd. to prepare a Cost Allocation Plan, a Federal Grants Cost Recovery Review, and a Citywide User Fee Study, which will support the City's corrective action on a Single Audit finding and its recovery of the full cost of City services.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving a three-year Professional Services Agreement with Matrix Consulting Group, Ltd. to prepare a Cost Allocation Plan, Federal Grants Cost Recovery Review, and Citywide User Fee Study, with two optional one-year renewals at the City's discretion, in an amount not to exceed $81,000, consisting of a one-time fixed cost of $45,000 for the Cost Allocation Plan and User Fee Study and an allowance of up to $36,000 for optional services, including annual updates;

b. Authorizing the City Manager, or designee, to approve optional services in writing, including annual updates, and to exercise the two one-year renewals, provided the total compensation does not exceed $81,000; and

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

SUMMARY: The City needs an updated Cost Allocation Plan and User Fee Study. The City's Single Audit identified unsupported allocations charged to federal funding from the U.S. Department of Housing and Urban Development (HUD), and a current, documented cost allocation plan is a central part of the City's corrective action. The City also has not comprehensively updated its user fees in many years, so it does not know how much of the cost of fee-based services its current fees recover.

Staff issued a Request for Proposals, evaluated three proposals on a best-value basis, and recommends Matrix Consulting Group, Ltd. (Matrix). The Cost Allocation Plan and User Fee Study are a one-time, fixed-price cost of $45,000 and are expected to take about six months. The Agreement has a three-year term, with two optional one-year renewals at the City's discretion, so

the City can order annual updates and other optional services without a new procurement. Optional services are capped at $36,000 over the life of the Agreement and may be used only with the City's prior written authorization. Approving the Agreement does not change any City fee. Any recommended fee changes will return to the City Council for separate consideration.

FISCAL IMPACT: The total not-to-exceed amount of the Agreement is $81,000 over its full term, including any renewals. The amount has two parts. The first is a one-time, fixed cost of $45,000 under Matrix's Cost Proposal: $15,000 for the Cost Allocation Plan and Federal Grants Cost Recovery Review (Component A) and $30,000 for the Citywide User Fee Study (Component B). Funding for this work is available in the Fiscal Year 2026-27 Adopted Budget in Account No. 100-301-12-6101.

The second is an allowance of up to $36,000 for optional services (Component C) over the term of the Agreement. These costs are not committed. They are payable only for services the City authorizes in writing in advance, such as annual updates of the Cost Allocation Plan and fee schedule, which Matrix priced at $12,000 each. The allowance covers at least two annual updates, with the balance available for other optional work. Optional services authorized in later fiscal years are subject to appropriation in those years. All pricing includes travel and other expenses.

The studies are expected to improve the City's recovery of eligible indirect and central service costs from enterprise funds, special revenue funds, and grant programs, and to identify fees that do not recover the full cost of service. The amount of any future cost recovery cannot be estimated until the studies are complete.

BACKGROUND: A cost allocation plan identifies the cost of central services, such as finance, human resources, information technology, and City administration, and distributes those costs to the departments, funds, and grant programs that benefit from them. A user fee study determines the full cost of providing each fee-based service and compares that cost to the fee currently charged. The City has not completed a comprehensive update of either in many years.

The City's Single Audit included a finding on unsupported allocations charged to HUD funding. To resolve the finding, the City must show that the staff time, overhead, and shared costs it charges to federal grants are supported by a documented and consistently applied method. An updated cost allocation plan, together with improved labor distribution and documentation practices, is the core of that corrective action.

On August 3, 2026, the Administrative Services Department issued Request for Proposals (RFP) No. FIN-2027-01, Cost Allocation Plan and User Fee Study. The RFP included the City's draft Professional Services Agreement so proposers could review the City's contract terms before submitting. Proposals were due September 7, 2026, and the City received three proposals. The City issued a Notice of Intent to Award to all proposers on October 1, 2026, and received no protests.

Proposals were evaluated by a review committee based on criteria including:

- California municipal user fee and cost-of-service experience, including Proposition 26 and 218 compliance

- Soundness of proposed cost-of-service methodology and work plan
- Qualifications of assigned personnel
- References and comparable California public-agency experience
- Fee structure and overall cost competitiveness

Following evaluation of written proposals and any applicable interviews, Matrix Consulting Group, LTD. was determined to be the most qualified firm and to provide the best overall value to the City.

ANALYSIS:

Scope of Services
Under Component A, Matrix will develop a documented allocation methodology and a formula-driven model for allocating central service costs, consistent with the federal Uniform Guidance (2 CFR Part 200). Matrix will also review how the City charges staff time and shared costs to HUD and other grants, and will prepare a Federal Grants Cost Recovery and Corrective Action Memorandum that ties the audit finding to specific corrective actions, responsible departments, and deadlines, with templates and procedures for ongoing compliance.

Under Component B, Matrix will inventory City fees, calculate the full cost of each fee-based service, compare current fees with those of comparable California cities, and recommend fee updates and cost recovery policy options consistent with Propositions 26 and 218. Water, sewer, and solid waste rate studies and development impact fee studies are excluded. Component B also includes a burdened hourly labor rate for the City's Public Works field classifications. Staff identified this need after the RFP was issued, and Matrix incorporated it into the Component B fixed price at no additional cost because it draws on the same payroll, benefit, and overhead data as the cost studies. The City will use the rate to bill responsible parties for damage to City property, hazard removal, and similar costs, and to support force account labor claims to federal and state agencies, including the Federal Emergency Management Agency (FEMA).

Component C provides optional services the City may order during the term, such as annual updates of the Cost Allocation Plan and fee schedule, additional training, additional Council study sessions, and post-adoption support.

The City will own all reports, models, and templates, and the Consultant will deliver them in unlocked Excel and Word formats, with staff training, so City staff can update the plan, fee schedule, and labor rate in future years.

Term and Schedule
The Agreement has a three-year term, with two optional one-year renewals at the City's discretion. Renewals are limited to optional services, such as annual updates, and do not increase the not-to-exceed amount. Matrix estimates the base work will take about six months from the project kickoff. The Cost Allocation Plan and the Federal Grants Cost Recovery Review will be completed before, or at the same time as, the User Fee Study, so that the fee study uses the updated overhead costs.

ATTACHMENTS: A. Professional Services Agreement
B. RFP No. FIN-2027-01
C. Matrix Consulting Group, Ltd. Proposal

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SOUTH GATE AND MATRIX CONSULTING GROUP, LTD.

This Agreement for Professional Services (**"Agreement"**) is made and entered into as of [Insert date of City Council approval], by and between the City of South Gate, a municipal corporation (**"City"**), and Matrix Consulting Group, Ltd., a California corporation (**"Consultant"**). City and Consultant are sometimes hereinafter individually referred to as a **"Party"** and collectively as **"Parties."**

RECITALS

WHEREAS, City desires to retain Consultant to perform the professional services described in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, Consultant was selected in accordance with the South Gate Municipal Code and the Administrative Purchasing Policies and Procedures; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, licenses, personnel, and expertise to perform properly and timely the professional services under this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services described in the Scope of Services attached hereto as Exhibit "A" (the "Services"). Consultant shall perform the Services in compliance with all terms and conditions of this Agreement, including any Rider attached hereto.

   1.1 **Changes to Scope.** The Scope of Services, the Contract Sum, and the Term may be amended only by written amendment signed by both Parties and executed on behalf of City by the official holding authority for the amount involved under the South Gate Municipal Code. Consultant shall not perform, and City shall not be obligated to pay for, work outside the Scope of Services or in excess of the Contract Sum without a fully executed amendment issued before the work is performed. No act, statement, or course of dealing of any City officer or employee amends this Agreement.

   1.2 **Conditions Precedent; Notice to Proceed.** Consultant shall not commence the Services, and City has no obligation to pay for Services performed, until this Agreement is fully executed and approved as to form, City has approved all required insurance certificates and endorsements, City has verified a valid City of South Gate business license, and a purchase order or encumbrance has been issued against a sufficient appropriation. For capital improvement projects, and where Exhibit "A" so requires, the City Agent shall also issue a written Notice to Proceed; for all other Services, satisfaction of the preceding conditions constitutes the Notice to Proceed. Services performed before these conditions are satisfied are at Consultant's sole risk and are not payable unless ratified in writing by the City official holding authority for the amount involved.

1.3 **Standard of Care.** Consultant shall perform professional Services with the degree of skill and care ordinarily exercised by reasonably prudent members of the same profession performing similar services under similar circumstances and in the same geographic area (the "Standard of Care"). Consultant shall perform all Services that are not professional Services competently, timely, and in a professional and workmanlike manner consistent with generally accepted industry standards. Objective deliverable, schedule, acceptance, service level, and performance requirements stated in Exhibit "A" remain fully enforceable according to their terms, but do not create a warranty or guarantee of a particular professional outcome beyond the Standard of Care.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation payable by City for the Services shall not exceed the sum of **Eighty-One Thousand Dollars ($81,000.00)** (the **"Contract Sum"**). The Contract Sum consists of one-time, fixed not-to-exceed amounts of Fifteen Thousand Dollars ($15,000.00) for Component A and Thirty Thousand Dollars ($30,000.00) for Component B, and a not-to-exceed allowance of Thirty-Six Thousand Dollars ($36,000.00) for optional Component C services, including annual updates, that City may authorize in writing at any time during the Term under Exhibit "B." Consultant is not entitled to compensation exceeding the Contract Sum except pursuant to a written amendment executed under Section 1.1. The City Agent may approve reimbursable expenses only where this Agreement or Exhibit "B" expressly authorizes them and only within the Contract Sum.

2.1 **Travel and Non-Billable Services.** Travel time between Consultant's office and City Hall is not billable. Unless expressly identified as a billable task in Exhibit "A" or Exhibit "B," the following are part of Consultant's overhead and shall not be separately billed: preparation of invoices and timesheets; routine administrative and progress reports; Consultant's internal meetings, coordination, and quality control; clerical support; scheduling; routine communications; correction or reperformance of Consultant's own nonconforming Services; and other customary overhead. City may reject or deduct charges for non-billable activities. Meetings, coordination, field observation, reporting, and deliverable preparation expressly required by Exhibit "A" remain billable. This Section limits separate line-item billing only and does not prevent recovery of overhead through the loaded rates in Exhibit "B."

2.2 **Invoices.** Consultant shall invoice monthly unless Exhibit "B" specifies otherwise. An invoice is a "Complete Invoice" only when it states Consultant's legal name, remittance address, invoice number and date, and the period of service; the City purchase order number, project name, and agreement number; a description of the tasks, phases, or deliverables completed; for time-and-materials work, the classification, hours, and billing rate of each individual; copies of subconsultant invoices and receipts supporting any authorized reimbursable expense; and a certification signed by an authorized representative of Consultant that the Services invoiced were performed and that the amounts claimed are true, correct, and consistent with this Agreement. City shall review each invoice promptly and shall return any invoice that is not a Complete Invoice, or that City disputes in whole or in part, within ten (10) business days after receipt with a written statement of the

reasons. The payment period begins again upon City's receipt of a corrected invoice.

2.3 **Timely Submission of Invoices.** Timely submission is a material administrative requirement and a condition precedent to City's obligation to process and pay amounts as routine compensation. Consultant shall submit each invoice within a reasonable amount of time after the Services are performed or the authorized reimbursable costs are incurred; Consultant shall submit all invoices for Services performed through June 30 of any year no later than July 31 of that year. City has no contractual obligation to process or pay as routine compensation any amount not invoiced within the applicable period.

2.4 **Payment Terms.** Except as provided below, City shall pay the undisputed amount of each Complete Invoice within sixty (60) calendar days after receipt. Where a statute requires a shorter period, the statutory period controls. Without limiting the foregoing, where this Agreement is for a public work of improvement and Consultant is a prime design professional, City shall pay an undisputed progress payment within thirty (30) calendar days and the final retention payment within forty-five (45) calendar days after receipt of a written demand for payment made in accordance with this Agreement, consistent with Civil Code section 3320. Any payment period shorter than sixty (60) calendar days must be stated in this Section or in Exhibit "B," and if stated controls over the sixty-day period.

2.5 **Disputed Amounts; No Interest.** City shall pay the undisputed portion of any invoice within the period stated above and may withhold the amount disputed in good faith together with any additional amount City identifies in writing as reasonably necessary to protect against the cost of correcting or completing deficient Services. Where Civil Code section 3320 applies, City may instead withhold up to one hundred fifty percent (150%) of the disputed amount. The Parties shall meet and confer within fifteen (15) calendar days after written notice of a dispute. Except as required by statute, City is not liable for interest, late charges, finance charges, collection costs, or penalties, and any such term on Consultant's invoice or standard forms is void.

2.6 **Payment Does Not Constitute Acceptance.** No review, comment, approval, use, payment, or final payment by City constitutes acceptance of nonconforming Services or Work Product, evidence of satisfactory performance, or a waiver of any warranty, correction obligation, indemnity, insurance requirement, or other remedy.

2.7 **Records; Right to Audit.** Consultant shall maintain complete and accurate books, records, timesheets, subconsultant invoices, and supporting documentation relating to the Services and all amounts invoiced, and shall retain them for not less than four (4) years after final payment or such longer period as any funding source requires. City, its auditors, and any funding agency with audit rights may examine and copy these records upon reasonable notice during normal business hours. Consultant shall refund unsupported, unallowable, or noncompliant charges within thirty (30) days of written demand, and City may offset them against any amount otherwise payable.

2.8 Availability of Funds; Non-Appropriation. City's payment obligations beyond the current fiscal year are subject to appropriation by the City Council. If funds are not appropriated for a subsequent fiscal year, City may terminate this Agreement effective at the end of the then-current fiscal year upon written notice, without penalty or further liability other than payment for Services satisfactorily performed before the effective date. Non-appropriation is not a default by City.

3. TERM OF AGREEMENT. This Agreement is effective as of November 10, 2026 and shall remain in effect for three (3) years, unless terminated earlier as provided in this Agreement. City may renew this Agreement, at its sole discretion, for up to two (2) additional one-year periods by written notice from the City Manager to Consultant before the then-current term expires. Each renewal is limited to Component C services, including annual updates, and does not increase the Contract Sum. A renewal under this Section is not an amendment under Section 1.1. The initial three-year period and any renewals are the **"Term"**.

3.1 Suspension. City may suspend the Services in whole or in part upon written notice, for convenience or for lack or reduction of funding, safety concerns, a cybersecurity or privacy incident, lapse of or noncompliance with required insurance, an actual or suspected material breach, or a pending conflict of interest investigation. Consultant shall stop work as directed, protect work in progress, and resume promptly upon written notice. Consultant shall be paid for Services satisfactorily performed before the effective date of suspension. If a suspension for convenience exceeds ninety (90) consecutive days, Consultant may request an equitable schedule adjustment and either Party may terminate the suspended portion of the Services on written notice. A suspension arising from Consultant's act, omission, or noncompliance is not a compensable delay.

3.2 Termination for Convenience. City may terminate this Agreement at any time without cause by giving fifteen (15) calendar days' written notice specifying the effective date. All finished and unfinished documents and other materials shall, at City's option, become City property. Consultant shall be paid for Services satisfactorily performed and authorized reimbursable expenses incurred through the effective date, without allowance for anticipated profit or overhead on Services not performed. In no event shall the amount payable upon termination exceed the Contract Sum.

3.3 Termination for Cause. City may, by written notice, terminate the whole or any part of this Agreement if Consultant fails to perform the Services within the time specified or any authorized extension; fails to perform the Services, fails to meet the Standard of Care, or so fails to make progress as to endanger performance, and does not correct the failure within ten (10) calendar days after written notice specifying it, or such longer period as City authorizes in writing; or fails to comply with applicable law or any material requirement of this Agreement and does not correct the failure within that period.

(a) City may procure services similar to those terminated upon such terms and in such manner as it deems appropriate and may charge Consultant with any excess cost.

(b) City may require Consultant to deliver all finished and unfinished documents, data, studies, drawings, maps, photographs, reports, charts, computations, surveys, models, and similar documentation prepared by Consultant. Consultant shall be paid the value of the Services satisfactorily performed through the date of termination, giving consideration to completed work, work in progress, documents whether delivered or in Consultant's possession, and authorized reimbursable expenses.

(c) If it is later determined that Consultant was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if notice had been given under Section 3.2.

3.4 Immediate Suspension or Termination. Notwithstanding Section 3.3, City may suspend or terminate this Agreement immediately upon written notice, without a cure period, upon fraud or material misrepresentation; loss, suspension, revocation, or lapse of any license, registration, or certification required to perform the Services; misuse of or unauthorized access to or disclosure of City data or City systems; a security or privacy incident caused by Consultant's act, omission, or failure to maintain required safeguards; an unlawful conflict of interest; debarment, suspension, or exclusion by any government agency; or any breach where continued performance would create material legal, financial, safety, or cybersecurity exposure to City. Upon lapse of required insurance, City may suspend immediately and shall allow Consultant ten (10) calendar days to restore coverage before terminating, unless City reasonably determines the lapse creates material risk.

3.5 Transition Obligations. Upon expiration or termination, and as a condition of final payment, Consultant shall deliver all Work Product, including work in progress, in native and editable formats with associated data and documentation; transfer all passwords, credentials, and administrative access associated with City accounts, systems, or data, and all licenses to the extent transferable; provide reasonable transition assistance for up to sixty (60) calendar days at the transition rates in Exhibit "B" or, if Exhibit "B" is silent, at the most recent rates in effect without markup or escalation; refund any prepaid but unearned fees; return or, at City's direction, securely destroy City data and certify the destruction in writing; certify that Consultant's access to City systems, networks, and facilities has been removed; and return all City property, keys, badges, and equipment. City may withhold from final payment only the amount reasonably related to Consultant's incomplete transition obligations.

3.6 Post-Termination Cooperation. For one (1) year after final payment, or for such longer period as any claim relating to the Services remains pending, Consultant shall cooperate reasonably with City in the investigation, defense, or prosecution of any claim, audit, administrative proceeding, or litigation relating to the Services,

including producing records, responding to reasonable inquiries, and making personnel available for interviews, depositions, and testimony. City shall reimburse Consultant at the rates in Exhibit "B" or, if Exhibit "B" does not state them, at the most recent rates in effect under this Agreement without markup or escalation, except where the matter arises out of Consultant's negligence, breach of this Agreement, or willful misconduct.

3.7 **Survival.** Sections 2.5, 2.7, 3.5, 3.6, 5, 6.4 (as to any extended reporting period required by Exhibit "C"), 6.5, 6.6, 6.8, 6.9, 6.10, 6.11, 6.12, and 6.17, and any Rider provision that by its nature is intended to survive, survive expiration or termination of this Agreement.

4. **CITY AGENT.** The Department Director for the department administering this Agreement, or designee (the "City Agent"), is the agent for City. Whenever approval or authorization is required, Consultant understands that the City Agent, or designee, has authority to provide it within the limits established by the South Gate Municipal Code and the Administrative Purchasing Policies and Procedures.

5. **CONFLICTS OF INTEREST AND CERTIFICATIONS.**

5.1 **Interest in Real Property.** To Consultant's knowledge after reasonable inquiry, Consultant presently has no interest, and shall not knowingly acquire any interest, direct or indirect, in any real property located in the City that may be affected by the Services, and no person having such an interest shall be employed by Consultant in the performance of this Agreement.

5.2 **City Officials and Employees.** To Consultant's knowledge after reasonable inquiry, no City employee or official has a material financial interest in Consultant's business. During the Term, and as a result of being awarded this Agreement, Consultant shall not offer, encourage, or accept any financial interest in Consultant's business or in this Agreement by any City employee or official. Consultant shall notify City within ten (10) calendar days of discovering that any statement in this Section or Section 5.1 is or has become untrue, or of any other actual or potential conflict of interest.

5.3 **Government Code Sections 1090 and 87100.** Consultant is aware of and shall comply with Government Code sections 1090 et seq. and 87100 et seq. To Consultant's knowledge after reasonable inquiry, no officer, employee, or agent of City has a financial interest, direct or indirect, in this Agreement or in the compensation payable under it, and Consultant has not provided and will not provide any gift, honorarium, or economic benefit to any City official, employee, or agent in violation of state or local law.

5.4 **No Contingent Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the award or execution of this Agreement. For breach of this warranty, City may terminate without liability and may deduct or recover the full amount.

5.5 Debarment and Eligibility. Consultant certifies that neither Consultant nor any of its principals or subconsultants is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local program or contract, and shall notify City in writing within five (5) business days if this certification becomes untrue.

5.6 California Levine Act. To the extent applicable, Consultant shall comply with Government Code section 84308 and shall complete, submit, and update any disclosure form required by the City Clerk. Nothing in this Section expands the application of Government Code section 84308 to any contract or proceeding exempt under that statute.

6. GENERAL TERMS AND CONDITIONS.

6.1 Non-Assignability; Change in Control; Subconsultants. Consultant shall not assign or transfer any interest in this Agreement without City's express prior written consent. A change in control of Consultant, a merger or consolidation, a sale of all or substantially all of Consultant's assets or business, or an assignment by operation of law constitutes an assignment requiring City's prior written consent, which shall not be unreasonably withheld. Consultant shall give City written notice not less than thirty (30) calendar days before any such transaction, or as soon as legally permitted. City may withhold consent or terminate under Section 3.2 if City reasonably determines the successor lacks the financial capacity, qualifications, licenses, or personnel to perform, presents a conflict of interest, or presents a security, regulatory, or reputational concern. City may assign this Agreement to a successor agency, joint powers authority, or other public agency without Consultant's consent upon written notice, provided the assignee assumes City's obligations and the assignment does not materially expand Consultant's scope or exposure.

Consultant shall not substitute, add, or remove any subconsultant identified in Exhibit "A," or otherwise approved in writing by City, without prior written approval of the City Agent, and remains fully responsible for the acts and omissions of its subconsultants. Consultant shall include in every subconsultant agreement, and shall enforce, provisions imposing the requirements of this Agreement relating to insurance, indemnification, records and audit, confidentiality, data security, ownership of work product, public records, accessibility, prevailing wages, conflicts of interest, nondiscrimination, background checks, and compliance with City policies, in each case as applicable to that subconsultant's scope. Subconsultant insurance shall be appropriate to that subconsultant's scope and exposure as approved by the Risk Manager and need not duplicate the limits required of Consultant.

6.2 Compliance with Law; Licenses. Consultant shall comply with all applicable federal, state, county, and City statutes, ordinances, regulations, and other laws. Consultant shall maintain all professional licenses, certifications, and registrations necessary to perform the Services, and shall notify City in writing within five (5) business days of any suspension, revocation, lapse, or disciplinary action affecting

any of them. Consultant shall obtain a City of South Gate business license before performing any Services, even if located outside the City, and shall maintain it for the Term at its sole cost. Consultant shall notify City in writing within ten (10) business days after becoming aware of any litigation, arbitration, regulatory proceeding, licensing action, criminal charge, or insolvency event involving Consultant or its key personnel that could reasonably affect Consultant's ability to perform, Consultant's required insurance, or City's interests.

6.3 Nondiscrimination. Consultant shall not discriminate against or harass any employee, applicant for employment, subconsultant, or other person on any basis protected by applicable federal, state, or local law, including race, color, ancestry, national origin, ethnicity, citizenship, religion or religious creed, age, sex, gender, gender identity, gender expression, sexual orientation, pregnancy, childbirth, breastfeeding, or related medical conditions, reproductive health decision-making, marital status, family or parental status, military or veteran status, physical or mental disability, medical condition, genetic information, or any other protected characteristic. Consultant shall take reasonable steps to prevent unlawful discrimination and harassment in the performance of the Services, including by its subconsultants. This Section applies to all employment practices, including hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other compensation, and selection for training, and shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform the Services. City shall have access to documents, data, and records of Consultant and its subconsultants reasonably related to determining compliance with this Section, subject to redaction of information protected from disclosure by law.

6.4 Insurance. Consultant shall procure and maintain, at its sole cost, the insurance required by Exhibit "C" for the Term and for any required extended reporting period, and shall deliver certificates and all required endorsements to City before commencing the Services, upon each policy renewal, and upon request. Exhibit "C," consisting of the applicable Vendor Insurance Program tiered specification, the completed Requirements Matrix, and the Insurance Agent Instructions, states the required coverages, limits, endorsements, retentions, carrier standards, and policy conditions, and controls over any general description in this Agreement. Failure to procure or maintain the required insurance is a material breach. City may suspend the Services without liability, withhold payment until the breach is cured, procure the required coverage and deduct the cost from amounts owed, or terminate under Section 3.4. Consultant's obligations under Sections 6.5 and 6.6 are not limited by the insurance required under this Section, and Consultant's failure to obtain or maintain required insurance does not reduce any liability cap.

6.5 Indemnification. Consultant shall indemnify, defend with counsel reasonably acceptable to City, and hold harmless City, its elected and appointed officials, officers, employees, agents, and volunteers from and against all claims, demands, actions, damages, losses, liabilities, judgments, penalties, and expenses, including reasonable attorneys' and expert fees, to the extent caused by the negligent acts,

errors, or omissions, recklessness, or willful misconduct of Consultant, its employees, representatives, subconsultants, or anyone for whom Consultant is legally responsible in the performance of the Services, excepting only claims arising out of the sole negligence or willful misconduct of City and except to the extent indemnification is prohibited by applicable law, including Civil Code section 2782 where this Agreement constitutes a construction contract. The duty to defend is separate from and independent of the duty to indemnify and arises upon tender of a claim.

Without limiting the foregoing, Consultant shall indemnify, defend, and hold harmless the City indemnitees from and against all claims that any Work Product, deliverable, software, method, or material furnished by Consultant infringes or misappropriates any patent, copyright, trademark, trade secret, or other proprietary right, and, where Consultant hosts, stores, transmits, processes, or has access to City data or City systems, from and against all claims, losses, fines, penalties, and expenses arising out of a security or privacy incident or any unauthorized access to, acquisition of, use of, disclosure of, alteration of, destruction of, or loss of City data caused by Consultant or anyone for whom Consultant is legally responsible, including forensic investigation, containment and remediation, legally required notification, credit monitoring and identity protection, call center services, regulatory response, and data restoration. On an infringement claim, Consultant shall at its own expense and at City's option procure the right to continue use, replace or modify the item so that it becomes non-infringing without material loss of function, or refund all amounts paid for it. Consultant shall also indemnify and hold harmless the City indemnitees from any liability arising from alleged violations of personnel practices, and from any employee or employer contributions, penalties, and interest arising if Consultant or any of its employees, agents, or subconsultants is determined by a court or by CalPERS to be eligible for CalPERS enrollment as a City employee.

6.6 Limitation of Liability. Except for Enhanced-Cap Claims and Uncapped Claims, Consultant's aggregate liability arising out of or relating to this Agreement, regardless of the theory asserted, shall not exceed One Million Dollars ($1,000,000). No liability limitation in Consultant's proposal, invoice, online terms, or standard terms applies to this Agreement.

Consultant's aggregate liability for Enhanced-Cap Claims shall not exceed the greater of three times the Contract Sum, the per-claim or per-occurrence limit of the insurance required by this Agreement that applies to the underlying loss, or any greater amount stated in Exhibit "B." "Enhanced-Cap Claims" means claims arising from or relating to breach of confidentiality; unauthorized access to, acquisition of, use of, disclosure of, alteration of, destruction of, or loss of City data; a cybersecurity or privacy incident; infringement or misappropriation of intellectual property; Consultant's indemnification obligations, except where the underlying matter is an Uncapped Claim; and negligent professional acts, errors, or omissions. Consultant's failure to obtain or maintain required insurance does not reduce this cap.

No limitation of liability or exclusion of damages applies to fraud, fraudulent misrepresentation, gross negligence, recklessness, or willful misconduct; death, bodily injury, or damage to tangible property; theft, loss, misappropriation, misdirection, or unauthorized transfer of City money, securities, accounts, payment instructions, or other financial assets; Consultant's obligation to return overpayments, refund prepaid but unearned fees, or remit money or property belonging to City; Consultant's obligation to correct or reperform nonconforming Services without additional compensation; fines, penalties, or assessments arising from Consultant's violation of law, to the extent legally recoverable; liability that would have existed independently of this Agreement; or any liability to the extent a limitation is prohibited by law, including Civil Code section 1668 ("Uncapped Claims").

Except for Uncapped Claims, neither Party is liable to the other for consequential, incidental, special, indirect, remote, speculative, exemplary, or punitive damages, including lost profits, however caused. The following are direct damages and are not excluded: costs to investigate, contain, mitigate, remediate, and recover from a security or privacy incident; legally required notification, credit monitoring, identity protection, call center, forensic, regulatory response, and data restoration costs; costs to recreate, restore, retrieve, or replace City data; costs to obtain substitute services, transition to another provider, or correct or reperform deficient Services; amounts payable to a third party under an indemnified claim; loss, misdirection, or unauthorized transfer of City money or other financial assets; and any category identified as direct damages in an exhibit or Rider. Each limitation and exclusion in this Section applies only to the extent permitted by law and shall be interpreted independently.

6.7 **Independent Contractor.** This Agreement is not intended, and shall not be construed, to create a relationship of agency, servant, employee, partnership, joint venture, or association between City and Consultant. Consultant is and shall at all times remain a wholly independent contractor, has no power to enter into any contract or incur any debt or obligation for or on behalf of City, and shall not represent otherwise. Neither City nor its officers or employees shall have control over the conduct of Consultant or its employees except as to the final outcome of the Services.

All Services shall be performed by Consultant or under Consultant's direct supervision by personnel possessing the requisite skills, licenses, and permits. The personnel identified in Exhibit "A," or otherwise designated in writing by the Parties, are key to City's selection of Consultant; Consultant shall not reassign or replace them without prior written notice to the City Agent, any replacement shall be of comparable experience and qualifications subject to City's reasonable approval, and City may require removal of any person whose performance or conduct City reasonably determines to be unsatisfactory. Consultant is solely responsible for the work performance of its personnel and for payment of all wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

6.8 Ownership of Work Product. All reports, plans, specifications, studies, drawings, calculations, data, models, photographs, records, configurations, and other materials prepared, developed, or collected by Consultant in the performance of this Agreement ("Work Product") are and shall remain the property of City. To the extent legally permissible the Work Product is specially commissioned as a work made for hire, and to the extent any Work Product does not so qualify Consultant irrevocably assigns to City all right, title, and interest, including all copyrights and other intellectual property rights, and shall execute any further documents reasonably necessary to perfect the assignment. Consultant shall not apply for copyright in any Work Product. Consultant shall deliver the Work Product in native and editable formats, including source files, underlying data, formulas, models, and documentation; source code shall be delivered or escrowed only for code specifically developed for and paid for by City or where Exhibit "A" expressly requires it. Consultant shall identify in writing, before use, all pre-existing or third-party materials incorporated into or required to use the Work Product, retains ownership of its pre-existing methodologies, software, and tools, and grants City a perpetual, irrevocable, non-exclusive, transferable, sublicensable, royalty-free license to use, modify, maintain, and reproduce those materials to the extent necessary for City and its future contractors to use the Work Product. City's reuse of the Work Product on another project is at City's sole risk and without liability to Consultant. City shall not sell, license, sublicense, or distribute the models to any third party for commercial purposes or as a standalone product in competition with Consultant; this restriction does not limit City's right to disclose records as required by the California Public Records Act or other law, to provide the models and their outputs to its auditors, grantor agencies, and oversight bodies, to provide the models to City employees, contractors, consultants, and successor agencies for the City's own governmental purposes, or to use, modify, and maintain the models for all City operations. Nothing in this Section requires City to withhold any record, to assert an exemption, or to oppose a request under the California Public Records Act, and City makes no representation that the models are exempt from disclosure; Consultant's remedy as to any such request is as provided in Section 6.9. Consultant may retain copies for its business records.

6.9 Confidentiality; Public Records. Consultant shall protect all non-public City information obtained in the performance of the Services and shall not sell, publish, disclose, or otherwise make it available to any third party except as permitted by this Agreement or required by law. Consultant acknowledges that City is subject to the California Public Records Act (Government Code sections 7920.000 et seq.) and that this Agreement and related records may be subject to disclosure. City is not liable to Consultant for any disclosure made in good faith under that Act or other legal compulsion. If City receives a request for records Consultant has clearly marked confidential or proprietary, City shall, to the extent practicable and permitted by law, notify Consultant before disclosure so Consultant may seek a protective order at its own expense; the final determination whether to disclose rests solely with City. Consultant shall cooperate with City in responding to requests and shall not release records relating to this Agreement without prior written authorization from City unless required by law. Where Consultant hosts,

stores, transmits, processes, or has access to City data or City systems, the Data Security and Privacy Rider applies and controls as to data security and privacy matters.

6.10 Government Claims Act. Before commencing any action against City for money or damages arising out of or relating to this Agreement, Consultant shall comply with all applicable requirements of the California Government Claims Act, Government Code sections 810 et seq., and any applicable City claims ordinance or resolution. Compliance with the invoice, payment, meet-and-confer, or dispute provisions of this Agreement does not excuse compliance with applicable statutory claim presentation requirements unless this Agreement expressly identifies a procedure as a contractual claims procedure adopted pursuant to Government Code section 930.2 and states that it exclusively governs the particular claim. Nothing in this Agreement waives any defense, immunity, limitation, or protection available to City.

6.11 Final Payment; Release of Compensation Claims. City shall clearly identify any payment intended to constitute final payment and shall provide written notice that acceptance will release claims for additional compensation arising from the Services. Before accepting final payment, Consultant shall identify in writing any claim for additional compensation it intends to preserve, including the nature and estimated amount. Acceptance of final payment without such a written reservation operates as a release of City from claims for additional compensation relating to the Services, except claims that could not reasonably have been known at the time of acceptance. Approval or payment by City does not release Consultant, its employees, subconsultants, or agents from responsibility for the accuracy, competency, or conformity of the Services or Work Product, and does not constitute an assumption by City of responsibility for any defect or error.

6.12 Correction and Reperformance. Consultant shall promptly correct or reperform, at its own expense and without additional compensation, any Services or Work Product that fail to conform to this Agreement or to the Standard of Care, where City identifies the nonconformity during the Term or within two (2) years after completion of the Services, and regardless of whether City previously reviewed, approved, or accepted the affected work. This period does not limit City's rights with respect to latent defects, indemnification, fraud, gross negligence, or willful misconduct, and does not shorten any applicable statute of limitations or repose. If Consultant fails to correct within a reasonable time after written notice, City may have the correction performed by others and charge the cost to Consultant or offset it against amounts payable.

6.13 Waiver; Remedies Cumulative; Mitigation. Failure by a Party to insist upon performance of any provision, regardless of how long the failure continues, does not waive that Party's right to demand compliance in the future. No waiver is effective unless made in writing, no waiver shall be implied from any omission to act, and no waiver of a specified default affects any other default or period of time. All remedies available under this Agreement, at law, or in equity are cumulative and alternative, and invocation of any right or remedy is not a waiver or election

with respect to any other. In the event of an actual or alleged default, the Parties shall attempt to avoid and minimize the resulting damages.

6.14 Force Majeure. Neither Party is liable for failure or delay in performance, other than an obligation to pay money, caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, terrorism, civil disturbance, or governmental order. The affected Party shall give written notice within five (5) business days after the event begins, describe its expected duration and effect, and use diligent efforts to mitigate and resume performance. Force majeure does not include lack of funds, price or cost escalation, ordinary labor or staffing shortages, subconsultant default within Consultant's control, or a cybersecurity event that the safeguards required by this Agreement would have prevented. If the event continues more than thirty (30) consecutive days, City may terminate under Section 3.2.

6.15 Notices. All notices shall be in writing and shall be personally delivered, deposited in the United States mail registered or certified with return receipt requested and postage prepaid, delivered by overnight courier, or sent by email with confirmation of delivery, to the addresses below or to such other address as a Party specifies by written notice. Notices are deemed delivered upon actual receipt, or upon the first attempted delivery if the intended recipient refuses delivery.

TO CITY:
City of South Gate
Luis Frausto, Director of Administrative Services
8650 California Avenue
South Gate, California 90280
Tel: (323) 563-9522
Email: lfrausto@sogate.org

WITH COURTESY COPIES TO:
Director of Administrative Services/CFO
Yodit Glaze, City Clerk
Office of the City Attorney (legal notices)
City of South Gate
8650 California Avenue
South Gate, California 90280

TO CONSULTANT:
Matrix Consulting Group, Ltd.
Attention: Khushboo Ingle, Vice President (Project Manager)
1875 S Grant Street, Suite 960
San Mateo, California 94402
Tel: (650) 858-0507
Email: kingle@matrixcg.net

WITH A COURTESY COPY TO:
Alan D. Pennington, President
Matrix Consulting Group, Ltd.
1875 S Grant Street, Suite 960
San Mateo, California 94402
Email: apennington@matrixcg.net

6.16 Order of Precedence. This Agreement consists of this instrument and all City-approved written amendments; Exhibit "C," Insurance Requirements; any Rider attached hereto; Exhibit "A," Scope of Services; Exhibit "B," Payment Schedule; the City's solicitation documents and written addenda, if any; and Consultant's proposal or standard terms, if attached. In the event of inconsistency, conflict, or

ambiguity, that order of precedence governs, highest priority first. Administrative, procurement, protest, or solicitation procedures in any solicitation document do not apply after execution unless expressly stated. Where Exhibit "A" or Exhibit "B" consists of Consultant's proposal, that exhibit holds the position stated for the exhibit and not the lower position stated for Consultant's proposal. Attaching Consultant's proposal incorporates its description of the Services and its pricing only. No assumption, exclusion, reservation, condition, warranty disclaimer, limitation of liability, indemnity, insurance term, intellectual property term, or other contractual term stated in Consultant's proposal is accepted by City or binds City, whether or not it conflicts with this Agreement, unless expressly restated in this Agreement or in a written amendment. No preprinted, click-through, online, invoice, or standard terms of Consultant bind City unless expressly accepted in writing by City and attached to this Agreement.

6.17 Attorneys' Fees. Each Party shall bear its own costs, expenses, and attorneys' fees arising out of or connected with the negotiation, drafting, and execution of this Agreement, and arising out of or connected with any dispute, claim, or action between the Parties relating to this Agreement, except where fees and costs are recoverable by statute or payable under Consultant's indemnification obligations.

6.18 Entire Agreement and Amendments. This Agreement, including its exhibits and any attached Rider, constitutes the entire agreement between City and Consultant, and neither Party has made any representation except as expressly contained herein. Neither Party is relying upon any statement or information not contained in this Agreement. Any amendment must be in writing and executed in accordance with Section 1.1.

6.19 No Third-Party Beneficiaries; Publicity; Time. This Agreement is for the sole benefit of the Parties and confers no right, benefit, or remedy upon any person who is not a Party, except that the City indemnitees identified in Section 6.5 are intended beneficiaries of the indemnity provisions. Consultant may accurately identify City as a client and describe publicly available facts about the project in a statement of qualifications, proposal, or client list, but shall not use the City's name, seal, logo, or marks in any manner implying City endorsement, and shall not publish any case study, press release, advertisement, promotional material, or social media content concerning City or the Services, or disclose any non-public information, without prior written consent of the City Agent. Time is of the essence with respect to the milestones and completion dates identified in Exhibit "A," or in a written schedule approved by the City Agent, and any regulatory, permitting, grant, or funding deadline identified in this Agreement.

6.20 Warranty of Authorized Signatories; Consultation with Attorney. Each signatory 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. Consultant warrants and represents that it has consulted with an attorney or has knowingly and voluntarily decided to forgo such consultation.

6.21 Legal Construction. 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, with venue for any action in the County of Los Angeles. All recitals and all exhibits and Riders attached hereto are incorporated and made a part of this Agreement. The Parties have cooperated in the review and drafting of this Agreement, and in the event of ambiguity neither Party may claim that it shall be construed against either Party solely because that Party drafted all or a portion of it. Section and subsection headings are inserted for convenience only and shall not be considered in resolving questions of interpretation. Whenever the context requires, the masculine gender includes the feminine and neuter and the singular includes the plural. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one agreement. Signatures transmitted by facsimile or as a digital image, and electronic signatures complying with the federal ESIGN Act (15 U.S.C. section 7001 et seq.) or California's Uniform Electronic Transactions Act (Civil Code section 1633.1 et seq.), are valid and binding, and each Party shall promptly deliver an execution original although failure to do so does not affect enforceability. If any provision is held invalid, void, or unenforceable, the remaining provisions continue in full force.

7. EFFECTIVE DATE. The effective date of this Agreement is the date first written above. This Agreement is not effective, and Consultant shall not commence the Services, until the conditions precedent in Section 1.2 are satisfied.

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: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____ DRAFT
Raul F. Salinas, City Attorney

MATRIX CONSULTING GROUP, LTD.:

By: _____
Alan D. Pennington, President

Dated: _____

EXHIBIT "A"

Scope of Services

A.1 Objectives. City is purchasing professional cost allocation and rate consulting services under City of South Gate Request for Proposals No. FIN-2027-01, Cost Allocation Plan and User Fee Study (the "RFP"). The engagement is organized into three separable Components: Component A, Cost Allocation Plan and Federal Grants Cost Recovery Review; Component B, Citywide User Fee Study; and Component C, Implementation Support and Optional Services. The outcomes City is purchasing are: a documented and audit-ready methodology for identifying, accumulating, and allocating indirect and central service costs to benefiting departments, funds, programs, grants, and activities; allocation bases, labor distribution practices, documentation standards, and internal control procedures sufficient to support costs charged to federal awards and to remediate the Single Audit finding concerning unsupported allocations charged to federal funding; a determination of the full cost of fee-supported City services, the current cost recovery level for each service, and recommended fee adjustments and policy options; a documented, layered burdened hourly labor rate for Public Works field classifications, under Task B10, that City can use to recover the cost of City labor, and that states wage and fringe benefit costs separately from indirect costs so they can be used on federal and state reimbursement claims; and models, documentation, and training that allow City staff to update and maintain the work products after project completion without further assistance from Consultant.

The RFP is incorporated into this Agreement by reference solely for the substantive scope and technical requirements cross-referenced in this Exhibit "A." Consistent with Section 6.16, the RFP's procurement, submission, evaluation, protest, and other solicitation terms and conditions do not apply after execution, and no term of Consultant's proposal binds City except its description of the Services and its pricing as reflected in Exhibits "A" and "B."

Components awarded under this Agreement: All Components (A, B, and C).

A.2 Deliverables and Acceptance Criteria. Consultant shall perform the tasks and furnish the deliverables stated below for each awarded Component. Consultant shall submit each deliverable in draft and in final form. City shall accept or reject each submitted deliverable in writing, through the City Agent, within fifteen (15) business days after receipt. A rejection shall state the deficiency in writing. Consultant shall correct and resubmit a rejected deliverable within ten (10) business days after receipt of the rejection, and the review period begins again upon resubmittal. A deliverable is accepted only by written notice from the City Agent. Acceptance of a draft deliverable does not constitute acceptance of the corresponding final deliverable.

Component A, Cost Allocation Plan and Federal Grants Cost Recovery Review:

Task A1, Project Initiation and Data Collection. Consultant shall conduct a kickoff meeting confirming project goals, schedule, City staff roles, departments to be reviewed, known audit concerns, applicable grants and funds, and expected deliverables, and shall issue a structured written data request. Deliverables: written project work plan, written data request, and kickoff meeting summary. Acceptance criteria: the work plan identifies each

task, the responsible Consultant personnel, the City staff and data required, and the date each item is needed; and the data request identifies each item of financial, operational, staffing, workload, grant, and fee data required to complete Component A.

Task A2, Review of Financial Structure and Operations. Deliverable: written findings memorandum describing how costs are currently captured, assigned, allocated, and reported, and identifying data gaps, unsupported assumptions, outdated practices, inconsistent allocation methods, and areas where City should improve timekeeping, grant accounting, or fee documentation. Acceptance criteria: the memorandum addresses the chart of accounts, fund structure, departmental organization, budget structure, grant accounting practices, internal service funds, enterprise funds, restricted funds, administrative cost charges, and existing internal service relationships.

Task A3, Identification of Central Service and Indirect Costs. Deliverable: schedule identifying each central service, internal service, and overhead function that supports City operations. Acceptance criteria: each identified function is traced to the accounts, cost centers, and funds in which its costs are recorded, and the schedule reconciles to the adopted budget for the fiscal year analyzed.

Task A4, Development of Cost Allocation Methodology. Deliverables: written allocation methodology, and a written recommendation whether City should adopt a central service cost allocation plan, an indirect cost rate proposal, department-level allocation schedules, or a combination, with the basis for the recommendation. Acceptance criteria: the methodology states, for each allocation basis, its purpose, assumptions, source data, and limitations; each allocation basis is measurable from records City maintains or can reasonably begin to maintain; the methodology is consistent with the federal cost principles and central service cost allocation plan requirements identified in Sections 3, 7.3.3, and 13 of the RFP; and the recommendation states how each option would affect City recovery of costs from federal awards.

Task A5, Federal Grants Cost Recovery and Compliance Review. Deliverable: Federal Grants Cost Recovery and Corrective Action Memorandum. Acceptance criteria: the memorandum maps the Single Audit finding concerning unsupported allocations, and each other deficiency identified, to a specific corrective action; for each corrective action it identifies the responsible department, the recommended procedure or control, the supporting documentation or template required, and a recommended implementation deadline; it addresses each subject listed in Section 7.3.4 of the RFP; it expressly identifies where City should use actual time records, where a documented time study or time certification method is acceptable, where an allocation basis is supportable, and where costs should not be charged to federal awards; and it is written so that it is directly usable by Finance, by Community Development, and by future auditors as a corrective action record.

Task A6, Cost Allocation Plan Report and Model. Deliverables: draft and final Cost Allocation Plan report, and the allocation model and supporting schedules. Acceptance criteria: the report includes allocation schedules, supporting calculations, and narrative descriptions of methodologies, assumptions, source data, and recommended allocation bases, in a form suitable for audit, budget integration, grant administration, financial

reporting, and internal cost recovery; and the model meets the delivery requirements of Section A.9 of this Exhibit "A."

Task A7, Federal Grants Documentation Toolkit. Deliverable: documentation toolkit containing sample allocation worksheets, time allocation templates, certification forms, reconciliation procedures, cost-charging decision trees, grant file documentation checklists, and written procedures for annual updates. Acceptance criteria: each tool is delivered in an editable native format, is populated with a completed City-specific example, and is cross-referenced to the corrective action it supports in the Federal Grants Cost Recovery and Corrective Action Memorandum.

Task A8, Training and Presentation. Deliverables: staff training materials, presentation materials, one staff training session, and attendance at one City study session and one City Council meeting if requested by City. Acceptance criteria: the training materials enable City staff to update the Cost Allocation Plan and model independently in a subsequent year, and the presentation materials meet Section A.8 of this Exhibit "A."

Component B, Citywide User Fee Study:

Task B1, Project Initiation and Data Collection. Consultant shall conduct a kickoff meeting and issue a structured written data request for Component B. Deliverables: written project work plan, written data request, and kickoff meeting summary. Acceptance criteria: as stated for Task A1, applied to Component B. Where both Components are awarded, Consultant may combine the kickoff meeting and the data request, provided the work plan and the data request remain separable by Component.

Task B2, Inventory of Fees and Charges. Deliverable: comprehensive inventory of City fees, charges, and rates, including administrative fees, service charges, regulatory fees, development-related service fees, and other cost recovery charges. Acceptance criteria: the inventory reconciles to the adopted master fee schedule and to the fee-related ordinances and resolutions furnished by City, and identifies each fee by department, authorizing action, current amount, and unit of service.

Task B3, Service Identification and Definition. Deliverable: schedule defining the services associated with each fee category. Acceptance criteria: each fee in the Task B2 inventory is matched to a responsible department, service activity, service unit, and workload measure.

Task B4, Cost-of-Service Methodology, Data Collection, and Validation. Deliverable: written cost-of-service methodology and a data validation summary. Acceptance criteria: the methodology accounts for direct labor, benefits, materials, supplies, equipment, contracted services, departmental overhead, and allocated indirect costs; states the source and vintage of each data element; and identifies each workload, staffing, processing-time, and service-level input that City staff validated in writing.

Task B5, Full Cost and Cost Recovery Analysis. Deliverable: schedule stating the full cost of each service category, the current fee, the current cost recovery percentage, and the annual revenue effect of full cost recovery. Acceptance criteria: the allocation of indirect costs is consistent with the Cost Allocation Plan where Component A is also awarded, and each calculation traces to the model delivered under Task B7.

Task B6, Legal and Regulatory Review and Benchmarking. Deliverables: written review of the fee requirements applicable to the fee categories studied, including the requirements identified in Section 7.4.7 of the RFP, and a benchmarking analysis. Acceptance criteria: the review identifies each fee category presenting a risk area and states the methodology recommended to support the relationship between the fee charged and the service provided; and the benchmarking analysis names each comparison agency, states the date of the compared fee, and states the basis for comparability. Consultant is not engaged to render legal advice, and this Task does not substitute for the advice of the City Attorney.

Task B7, Fee Recommendations, Policy Options, and Fee Model. Deliverables: recommended fee schedule, subsidy and cost recovery policy options, and the fee calculation model. Acceptance criteria: the recommended schedule identifies each proposed adjustment, new fee, consolidated fee, and obsolete fee proposed for removal, together with phased implementation options; the policy options address subsidy levels, public benefit, administrative burden, and Council discretion; and the model meets the delivery requirements of Section A.9 of this Exhibit "A" and permits City staff to update salary and benefit costs, overhead factors, workloads, and fee amounts.

Task B8, Draft and Final User Fee Study Report. Deliverables: draft and final User Fee Study report. Acceptance criteria: the report documents methodology, findings, assumptions, cost recovery levels, recommendations, and implementation guidance, and each figure in the report traces to the model delivered under Task B7.

Task B9, Training and Presentation. Deliverables: presentation materials, implementation guidance, and attendance at one City study session and one City Council meeting if requested by City. Acceptance criteria: as stated for Task A8, applied to Component B.

Task B10, Public Works Burdened Labor Rate. Consultant shall develop a burdened hourly labor rate for each Public Works field classification identified by City, for use in billing third parties for damage to City property, hazard removal, and similar costs, and in force account labor claims to federal and state agencies, including under the FEMA Public Assistance program. Deliverables: a rate schedule that states, by classification, in dollars per hour and as a percentage of base wage, a Wage Layer; a Fringe Benefit Layer, with separate rates for regular and overtime hours and with CalPERS normal cost and unfunded accrued liability stated separately by plan tier; a Departmental Indirect Layer; a Citywide Indirect Layer in a full-cost version and a version consistent with 2 CFR Part 200; and the combined rates; a methodology memorandum stating the source, fiscal year, and calculation for each layer, suitable for submission to an insurer, responsible party, auditor, or funding agency; the rate model with written instructions for annual updates; and a worked example applied to a sample billing furnished by City. At City's request, Consultant shall deliver the Wage and Fringe Benefit Layers first and shall review any interim fringe benefit rate prepared by City staff. Acceptance criteria: each layer is calculated from City's documented FY 2026-27 payroll, financial, and budget data, without estimated, benchmarked, or borrowed percentages, and reconciles to the adopted budget; the Wage and Fringe Benefit Layers contain no indirect cost, markup, or profit, recover paid leave and holidays within the Fringe Benefit Layer, and can be applied to force account claims without adjustment; no cost is counted in more than one layer; the Citywide Indirect Layer is consistent with Task A6, and the rates are consistent with the

hourly rates used in the User Fee Study; and the model meets Section A.9 of this Exhibit "A." Where required data is unavailable, Consultant shall identify the gap and shall not complete the affected layer until City approves the method in writing. Consultant is not engaged to render legal advice on whether any rate is recoverable, and the rate takes effect only upon adoption by City.

Component C, Implementation Support and Optional Services:

Task C1, Pre-Authorized Optional Services. Consultant shall perform only those optional services that the City Agent authorizes in writing before the work begins. Optional services may include additional staff training sessions, additional management briefings or Council study sessions, post-adoption support, fee resolution support beyond the Council meeting included in Task B9, assistance responding to grant monitoring or audit review, annual updates in later years, expanded fee categories, additional stakeholder workshops, and further analysis of enterprise fund cost recovery. Each written authorization shall state the service, the deliverable, the acceptance criteria, the schedule, and the fixed amount or estimated hours and not-to-exceed amount. Acceptance criteria: as stated in the written authorization for that service. The base deliverables of Components A and B, including the implementation guidance, staff training materials, presentation materials, documentation toolkit, and the study session and City Council meeting included in Tasks A8 and B9, are included in the price of the awarded Component and shall not be re-priced under Component C.

A.3 Schedule. Consultant shall submit a detailed project schedule to the City Agent within fifteen (15) calendar days after the Notice to Proceed, identifying all tasks, milestones, City review periods, meetings, draft deliverables, final deliverables, and adoption support, and distinguishing the Components awarded. The schedule is subject to written approval by the City Agent and may be modified only by written agreement of the Parties. Consultant shall sequence the work so that the Cost Allocation Plan and the Federal Grants Cost Recovery and Corrective Action Memorandum are completed before, or concurrently with, the User Fee Study. Consultant shall complete Components A and B in accordance with the approved schedule, and each Component C service by the date stated in its written authorization and within the Term. Consultant shall complete the Task B10 Citywide Indirect Layer after, or concurrently with, the Cost Allocation Plan under Task A6.

A.4 City Dependencies. Consultant's schedule and fee assume that City provides the following. City is responsible for the accuracy and completeness of the records it furnishes.

- Chart of accounts, fund structure, adopted budget, budget detail, and audited financial statements for the fiscal years identified in the approved data request.
- Payroll registers, position rosters, salary and benefit cost data, organizational charts, and available time and labor distribution records for the periods identified in the approved data request.
- Grant agreements, drawdown and reimbursement records, expenditure reports, monitoring correspondence, and the Single Audit findings and management responses relating to allocations charged to federal funding.

- The adopted master fee schedule, fee-related ordinances and resolutions, permit and application volumes, and available workload, staffing, and processing-time data by department.
- Access to department staff for interviews, data validation, and deliverable review, coordinated through the City Agent.
- Written responses to items on Consultant's issue log, and written acceptance or rejection of each deliverable within the period stated in Section A.2 of this Exhibit "A."
- A single City point of contact with authority to coordinate departmental responses and to escalate unresolved data requests.

A.5 Assumptions and Exclusions. The Contract Sum is based on the following assumptions:

- The Components awarded, and the departments, funds, grant programs, and fee categories identified in the approved data request.
- City records are furnished in electronic form in the formats identified in the approved data request.
- One round of consolidated written City comments on each draft deliverable, followed by one round of confirming comments on the corrected deliverable.
- For each awarded Component, one staff training session, one City study session, and one City Council meeting.

The Services exclude the following, which are performed only if separately priced and authorized in writing as a Component C service: water rate studies; sewer rate studies; solid waste rate studies; other utility or enterprise fund rate studies; development impact fee nexus studies; assessment proceedings; special tax measures; and property-related fee or charge proceedings requiring mailed notice and a protest process.

A.6 Key Personnel and Subconsultants. The following personnel are key to City's selection of Consultant under Section 6.7: Khushboo Ingle, Vice President, serving as Project Manager and City's primary point of contact, with authority to commit firm resources and responsibility for quality assurance and the final presentation; Madison Dixson, Senior Consultant, serving as Lead Analyst; Jaymee Westover, CGFM, Senior Consultant, serving as Analyst; and Reece D. Lennon, Consultant, serving as Analyst. Consultant's project team comprises the firm's full-time Financial Services staff and includes no subconsultants. Consultant shall not reassign or replace key personnel without prior written notice to the City Agent, any replacement shall be of comparable or greater experience and qualifications subject to City's reasonable approval, and Consultant shall propose a replacement within five (5) business days where a change becomes necessary.

A.7 Data and System Access. Consultant will access City Data in performing the Services. Consultant will receive City financial records, payroll and salary data, labor distribution and timekeeping records, grant records, and other nonpublic City information that may include personally identifiable information. The Data Security Level applicable to this

Agreement is Level C (High Sensitivity) under the Data Security and Privacy Rider (Rider R-3), and Rider R-3 applies in full. Consultant shall store and process City Data within the United States. Consultant is not anticipated to require a City email account, remote access to City networks, or credentialed access to City applications; City Data will be exchanged through a secure transfer method approved by City in advance.

A.8 Digital Accessibility. The following are public-facing digital deliverables subject to the Digital Accessibility Rider (Rider R-4): the final Cost Allocation Plan report; the final User Fee Study report; the recommended fee schedule; the Federal Grants Cost Recovery and Corrective Action Memorandum, if City elects to publish it; and all presentation materials prepared for a public study session or a City Council meeting. The allocation model, the cost-of-service and fee calculation models, the burdened labor rate model, working schedules, and the documentation toolkit are working files delivered to City staff and are not public-facing digital deliverables unless City later elects to publish them, in which case Rider R-4 applies to the item published.

A.9 Intellectual Property; Delivery of Work Product. Section 6.8 (City-Owned Work Product) applies. No source code delivery or escrow is required. Consultant shall deliver the allocation model, the cost-of-service and fee calculation models, the burdened labor rate model, all supporting schedules, and all documentation templates in native Microsoft Excel or Microsoft Word format, fully functional and formula-driven, with all formulas visible and without hidden formulas, hidden worksheets, macros that cannot be inspected, external links to files City does not receive, or any proprietary format that would prevent City staff from independently reviewing, updating, and maintaining the Work Product. Consultant may apply and retain worksheet protection to preserve the integrity of the model, and need not deliver the protection password or an unprotected copy, provided that all formulas remain visible and that the protection, as delivered, does not prevent City staff from independently maintaining the model, without Consultant's assistance and without a password. The maintenance City staff must be able to perform independently includes, at a minimum, routine annual updates to salary and benefit costs, overhead factors, workloads, service units, and fee amounts; adding or removing a fund; changes to the City's general ledger or chart of accounts that affect the model; adding or removing a department; changing an allocation basis; and correcting errors. If the protection as delivered would prevent City staff from performing any of these operations, the model does not conform to this Section, and Consultant shall correct it under Section 6.12 by configuring the model so the operation can be performed under protection or by delivering the affected area unprotected. Reports shall be delivered in native Microsoft Word format and in PDF. This Section states the model and deliverable format requirements referenced in Tasks A6, A8, B7, B8, and B10.

A.10 Notice to Proceed. A separate written Notice to Proceed is not required. Satisfaction of the conditions precedent in Section 1.2 constitutes the Notice to Proceed. Each Component C service requires separate written authorization from the City Agent before work on that service begins, as provided in Section A.2 of this Exhibit "A" and Section B.1 of Exhibit "B."

EXHIBIT "B"
Payment Schedule

B.1 Basis of Payment. Components A and B are each a fixed, one-time not-to-exceed amount. Consultant shall invoice monthly in arrears for the Services performed during the preceding month, stated as a percentage of completion by task within each Component, and City shall pay undisputed amounts under Section 2.4. Cumulative billings for a Component shall not exceed its not-to-exceed amount. City shall retain five percent (5%) of each Component's not-to-exceed amount, which becomes payable only upon City's written acceptance, under Exhibit "A," Section A.2, of that Component's final report and model, being the final Cost Allocation Plan report and allocation model for Component A, and the final User Fee Study report and fee model for Component B. Component C is payable at the rates stated in Section B.3 of this Exhibit "B," or at a fixed amount stated in the written authorization for that service. No Component C amount is payable unless the City Agent authorized that service in writing before the work began. The total of all amounts payable under all Components shall not exceed the Contract Sum.

Component A — one-time, fixed not-to-exceed amount of Fifteen Thousand Dollars ($15,000), payable monthly as provided in Section B.1, subject to the five percent (5%) retention stated in that Section.

Component B — one-time, fixed not-to-exceed amount of Thirty Thousand Dollars ($30,000), payable monthly as provided in Section B.1, subject to the five percent (5%) retention stated in that Section.

Component C — not-to-exceed allowance of Thirty-Six Thousand Dollars ($36,000), available at any time during the Term, including any renewal, and payable only for services the City Agent authorizes in writing in advance, at the unit prices and hourly rates stated in Section B.3 or at a fixed amount stated in the written authorization. The Component C allowance is a ceiling, not a commitment to purchase any service.

B.2 Billing Cycle and Invoice Structure. Consultant shall invoice monthly in arrears for Services performed in the preceding month. Each invoice shall present tasks and deliverables in the structure below, which is the task and phase structure required by Section 2.2, and shall state amounts separately by Component so that Components A, B, and C remain separable for accounting, grant, and fund purposes.

Component A: Task A1, Project Initiation and Data Collection; Task A2, Review of Financial Structure and Operations; Task A3, Identification of Central Service and Indirect Costs; Task A4, Development of Cost Allocation Methodology; Task A5, Federal Grants Cost Recovery and Compliance Review; Task A6, Cost Allocation Plan Report and Model; Task A7, Federal Grants Documentation Toolkit; Task A8, Training and Presentation.

Component B: Task B1, Project Initiation and Data Collection; Task B2, Inventory of Fees and Charges; Task B3, Service Identification and Definition; Task B4, Cost-of-Service Methodology, Data Collection, and Validation; Task B5, Full Cost and Cost Recovery Analysis; Task B6, Legal and Regulatory Review and Benchmarking; Task B7, Fee Recommendations, Policy Options, and Fee Model; Task B8, Draft and Final User Fee Study Report; Task B9, Training and Presentation; Task B10, Public Works Burdened Labor Rate.

Component C: Task C1, Pre-Authorized Optional Services, itemized by service and identified by the date and reference number of the written authorization under which it was performed.

B.3 Rate Schedule. The rates and unit prices stated below apply to Component C services, to transition assistance under Section 3.5, and to cooperation under Section 3.6. The rates are loaded and include all overhead, administrative cost, and profit. Hourly rates: Principal / Project Director, $300; Project Manager, $250; Senior Analyst, $225; Analyst, $150. Administrative and support time is not billable. Component C unit prices: additional staff training session, $500 per session; additional City Council study session or briefing, $1,000 per meeting; post-adoption support, $250 per hour; annual update in a later year, $12,000 per update. Unit prices include all labor and expenses. These rates and prices are fixed for the Term, including any renewal, unless revised by written amendment under Section 1.1.

B.4 Reimbursable Expenses. None. All labor, travel, mileage, lodging, meals, printing, reproduction, delivery, courier, software, data, subscription, telephone, communication, and other costs of performing the Services are included in the Component amounts stated in Section B.1 and in the rates stated in Section B.3, and are not separately reimbursable. No markup on any cost is authorized. Expenses not listed as reimbursable in this Section are not reimbursable. Consultant's proposal states that its fees are inclusive of travel expense as applicable.

B.5 Transition Rates. Transition assistance under Section 3.5 and cooperation under Section 3.6 are billable at the rates stated in Section B.3 of this Exhibit "B," without markup or escalation.

B.6 Payment Period. Sixty (60) calendar days, as provided in Section 2.4. No shorter period is negotiated. The statutory periods under Section 2.4 control regardless of this Section.

B.7 Liability Caps. The general liability limitation of One Million Dollars ($1,000,000), the Enhanced-Cap Claims provision, and the Uncapped Claims provision stated in Section 6.6 apply as written. No liability cap in this Agreement is modified, and no modification has been approved.

EXHIBIT "C"

Insurance Requirements

Insurance for this Agreement is governed by the City's Vendor Insurance Program (VIP). This Exhibit "C" consists of three parts: Part 1, VIP Attachment B (Professional Services, Non-Design), as applied to the Services; Part 2, the completed VIP Requirements Matrix for this Agreement; and Part 3, the VIP Insurance Agent Instructions. As provided in Section 6.4, this Exhibit "C" controls over any general description of insurance in the Agreement, and under Section 6.16 it controls over the insurance requirements of the City's solicitation documents, including Section 17.2 of the RFP. If the parts of this Exhibit conflict, Part 1 controls. The limits stated in Part 1 are minimums and are the limits of required insurance referred to in Section 6.6.

PART 1: VIP ATTACHMENT B, PROFESSIONAL SERVICES (NON-DESIGN), AS APPLIED TO THIS AGREEMENT

C.1 Coverage Obligation. Consultant shall procure and maintain, at its sole cost, for the Term and for any longer period required by Section C.10, insurance against claims for injuries to persons or damage to property, and against claims arising from professional services and from the handling of City Data, that arise from or in connection with the performance of the Services by Consultant, its agents, representatives, or employees.

C.2 Indemnification. Indemnification is governed by Section 6.5 of the Agreement, which the City has agreed to state as a fault-based professional-services indemnity in place of the Type I hold harmless standard of VIP Attachment B, Section B-1. The insurance required by this Exhibit does not limit Consultant's obligations under Section 6.5.

C.3 Required Coverage and Limits. Consultant shall maintain the following minimum coverage:

- **Commercial General Liability.** At least as broad as ISO Form CG 00 01 on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury, with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, it shall apply separately to this Agreement (ISO CG 25 03 or CG 25 04) or shall be no less than $4,000,000.
- **Automobile Liability.** At least as broad as ISO Form CA 00 01 covering any auto (Code 1) or, if Consultant has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with a combined single limit no less than $1,000,000 per accident.
- **Workers' Compensation and Employer's Liability.** Workers' compensation as required by the California Labor Code, and Employer's Liability with a limit no less than $1,000,000 per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions).** Coverage appropriate to Consultant's profession that covers the financial, accounting, cost allocation, and fee consulting Services, with limits no less than $2,000,000 per claim and $2,000,000 aggregate.

- **Cyber and Privacy Liability.** Network security and privacy liability coverage with limits no less than $2,000,000 per claim and $2,000,000 aggregate, covering unauthorized access to, or disclosure, loss, or alteration of, City Data in Consultant's care, custody, or control, including City Data held for Consultant by a cloud storage provider; privacy liability; forensic investigation; legally required notification; credit monitoring; and regulatory defense, fines, and penalties where insurable. This coverage is required because Consultant will receive and store City Data at Data Security Level C under Rider R-3, and the limit follows VIP Attachment H, Section H-2. Professional liability and cyber and privacy liability may be provided in one combined policy if each coverage part meets the limits stated above.

C.4 Additional Insured Status. The City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers shall be covered as additional insureds on the Commercial General Liability policy for liability arising out of Consultant's work or operations. Coverage shall be provided by endorsement at least as broad as ISO CG 20 10 (ongoing operations) combined with CG 20 37 (completed operations); the older CG 20 10 11 85; or, for automatic status, CG 20 38 with CG 20 40.

C.5 Primary and Non-Contributory Coverage. For any claim related to this Agreement, Consultant's insurance shall be primary and non-contributory, at least as broad as ISO CG 20 01 (preferred edition 12 19, or the latest equivalent edition), as respects the City and the additional insureds named above. Any insurance or self-insurance maintained by the City is excess of, and shall not contribute with, Consultant's insurance. This requirement also applies to any excess or umbrella policies.

C.6 Waiver of Subrogation. Consultant waives all rights of subrogation against the City under the Commercial General Liability and workers' compensation policies and shall obtain any endorsement necessary to effect the waiver. This waiver applies whether or not the City has received a waiver of subrogation endorsement from the insurer.

C.7 Full Limits Available to the City. These are minimum requirements and do not represent that the coverage is sufficient to cover Consultant's obligations. If Consultant maintains broader coverage or higher limits than the minimums shown, the City is entitled to that broader coverage and those higher limits, and any available proceeds in excess of the specified minimums shall be available to the City.

C.8 Umbrella or Excess Policies. Umbrella or excess policies may be used to meet the required limits, provided they are written on a true following form (or broader) basis and satisfy all requirements of this Exhibit.

C.9 Acceptability of Insurers. Insurance shall be placed with insurers authorized to conduct business in California, including admitted insurers or approved surplus lines insurers, with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

C.10 Claims-Made Coverage. Where professional liability or cyber and privacy liability coverage is written on a claims-made basis, the retroactive date shall precede the earlier of the effective date of this Agreement or the start of the Services; coverage shall be maintained, with evidence provided, for at least five (5) years after completion of the Services; and if the policy is canceled or non-renewed without equivalent replacement

coverage whose retroactive date precedes the start of the Services, Consultant shall purchase an extended reporting period of at least five (5) years. Continuous renewal of coverage that meets these requirements satisfies this Section.

C.11 Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions (SIRs) must be declared to and approved by the City in writing and shall not reduce the limits of liability. The policy shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City, and shall not contain any provision that limits satisfaction of the SIR solely to the named insured. Defense costs, including allocated loss adjustment expenses, must satisfy the SIR or deductible unless otherwise approved in writing by the City. All deductibles and SIRs are the sole responsibility of Consultant.

C.12 Notice of Cancellation. Each required policy shall provide that coverage will not be canceled or materially reduced except upon at least thirty (30) days' written notice to the City, or ten (10) days' notice for non-payment of premium. Because certificate language alone does not bind the insurer, the City may require this notice to be provided by policy endorsement.

C.13 Subconsultants. Consultant's proposal identifies no subconsultants. If the City approves a subconsultant under Section 6.1, Consultant shall require and verify that the subconsultant maintains insurance appropriate to its scope as approved by the Risk Manager, including professional liability, and cyber and privacy liability if the subconsultant will have access to City Data, and that the City is named as an additional insured on the subconsultant's general liability coverage.

C.14 Verification of Coverage. Consultant shall furnish the City with certificates and all required endorsements, or copies of the applicable policy language, before commencing the Services as required by Sections 1.2 and 6.4, following the Insurance Agent Instructions in Part 3. For claims-made coverage, the certificate shall state the retroactive date. Failure to obtain these documents beforehand does not waive the obligation to provide them. The City may require complete, certified copies of all required policies and endorsements at any time.

C.15 Special Risks or Circumstances. The City may require changes to these requirements, including coverage types and limits, based on the nature of the risk, prior experience, the insurer, the coverage, or other special circumstances. Any change is effective only by written amendment executed under Section 1.1.

PART 2: COMPLETED VIP REQUIREMENTS MATRIX

This Matrix applies the VIP Requirements Matrix (VIP-03) to this Agreement. Dollar figures are minimum limits. "Required" means the item must be provided by policy endorsement, not only shown on the certificate.

Agreement	Agreement No. FIN-2027-01, Cost Allocation Plan and User Fee Study
Consultant	Matrix Consulting Group, Ltd., a California corporation
Services	Components A, B, and C, as described in Exhibit "A"
Contract Sum	$81,000
Applicable VIP Attachment	Attachment B, Professional Services (Non-Design). The Services are non-design financial consulting. Consultant is not an IT, software, hosting, or system-access vendor, so Attachment H is not the base tier.
Added coverage	Cyber and privacy liability, using the limit in Attachment H, Section H-2, because Consultant will receive and store City financial, payroll, grant, and personally identifiable data.
Attachment L (Cash-Handling)	Not applicable. Consultant will not handle City cash, receipts, payments, or payment instructions.
General liability cap (Section 6.6)	$1,000,000
Data Security Level (Rider R-3)	Level C (High Sensitivity)
Subconsultants	None identified

Requirement	VIP-03 Standard (Attachment B)	Required for This Agreement	Basis
General Liability (each occurrence)	$2M	$2,000,000 per occurrence; aggregate per project or $4,000,000	Attachment B, B-2
Automobile Liability	$1M	$1,000,000 combined single limit; any auto, or hired and non-owned autos	Consultant staff travel to City meetings (Exhibit "A," Tasks A1, A8, B1, B9)
Workers' Comp + Employer's Liability	$1M	Statutory; Employer's Liability $1,000,000	Consultant has employees
Professional Liability (E&O)	$2M	$2,000,000 per claim; $2,000,000 aggregate	Attachment B, B-2; Enhanced-Cap Claims, Section 6.6
Cyber / Privacy Liability	$2M	$2,000,000 per claim; $2,000,000 aggregate	Level C data under Rider R-3; RFP Section 17.2(e); limit from Attachment H, H-2
Claims-made extended reporting	5 years	5 years for E&O and cyber; continuous coverage satisfies	Attachment B, B-3; Attachment H, H-3
Sexual Abuse & Molestation	—	Not required	No services to minors or vulnerable persons
Liquor / Host Liquor Liability	—	Not required	Not applicable to the Services
Crime / Fidelity (Attachment L)	Add-on where City funds are handled	Not required	No handling of City funds or payment instructions
Additional Insured endorsement	Required	Required on Commercial General Liability	Section C.4

Requirement	VIP-03 Standard (Attachment B)	Required for This Agreement	Basis
Primary & Non-Contributory	Required	Required, including any umbrella or excess	Section C.5
Waiver of Subrogation	Required	Required on General Liability and Workers' Compensation	Section C.6
Minimum insurer rating (A.M. Best)	A:VII	A:VII; authorized in California (admitted or approved surplus lines)	Section C.9
Deductibles / SIRs	Declared and approved	Declared to and approved in writing by the City	Section C.11
Notice of cancellation	30 days (10 for non-payment)	30 days (10 for non-payment)	Section C.12
Data security (contract terms)	SOC 2 Type II or ISO 27001 may be required (Attachment H)	Rider R-3 applies; Consultant holds no SOC 2 Type II report, so the City security questionnaire under Section R-3.8 applies	Consultant's proposal, Section 7.11 response

The controlling requirements are in Part 1 of this Exhibit. Questions should be directed to City of South Gate Risk Management, or Funel at (866) 402-4096.

PART 3: INSURANCE AGENT INSTRUCTIONS

Consultant shall forward this Part to its insurance agent or broker. The agent should follow these directions exactly so the City can accept the certificate and endorsements on the first submission. A certificate alone is not sufficient; the endorsements must be attached.

THIS CONTRACT'S REQUIREMENTS			
Applicable Attachment:	B, Professional Services (Non-Design), with cyber and privacy liability added	**Contract / PO / Project:**	Agreement No. FIN-2027-01, Cost Allocation Plan and User Fee Study; PO No. [to be issued]
CGL each occurrence:	$2,000,000 (aggregate per project, or $4,000,000)	**Automobile Liability:**	$1,000,000 combined single limit (any auto, or hired and non-owned)
Workers' Comp / Employer's Liab.:	Statutory / $1,000,000	**Professional Liab. / other:**	E&O $2,000,000 per claim / $2,000,000 aggregate; Cyber and Privacy $2,000,000 per claim / $2,000,000 aggregate

WHAT THE CERTIFICATE AND ENDORSEMENTS MUST SHOW

1. **Certificate holder (enter exactly).** City of South Gate, Attn: Risk Management, 8650 California Avenue, South Gate, CA 90280. Submit the documents to compliance@myfunel.com. Do not list that email address as the certificate holder.

2. **Additional insured (name exactly, by endorsement).** "The City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers," on the General Liability policy for ongoing and completed operations, using ISO CG 20 10 with CG 20 37; the older CG 20 10 11 85; automatic forms CG 20 38 with CG 20 40; or a blanket endorsement at least as broad.

3. **Primary and non-contributory (by endorsement).** Consultant's coverage is primary and non-contributory as respects the City, at least as broad as ISO CG 20 01 (preferred edition 12 19, or the latest equivalent edition).

4. **Waiver of subrogation (by endorsement).** In favor of the City on the General Liability and Workers' Compensation policies.

5. **Limits.** Use the limits in the box above.

6. **Professional and cyber coverage.** Show the Professional Liability and Cyber and Privacy Liability policies on the certificate (cyber may be listed under "Other" on an ACORD 25), state whether each is claims-made, and state the retroactive date. The retroactive date must precede the start of the Services.

7. **Acceptable insurers and cancellation.** Insurers must be authorized to conduct business in California, including admitted insurers or approved surplus lines insurers, with an A.M. Best rating of A:VII or better unless otherwise acceptable to the City. Policies must provide 30 days' notice of cancellation (10 days for non-payment).

8. **Description of Operations (paste into the certificate).** *The City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers are*

additional insureds per attached endorsements CG 20 10 and CG 20 37. Coverage is primary and non-contributory per CG 20 01 12 19. Waiver of subrogation applies to General Liability and Workers' Compensation per attached endorsements. Professional Liability and Cyber/Privacy Liability retroactive dates are shown above. RE: City of South Gate Agreement No. FIN-2027-01, Cost Allocation Plan and User Fee Study.

A certificate is only a summary and does not, in itself, grant additional insured status, primary coverage, or a waiver of subrogation. Those rights must be provided by policy endorsement or applicable policy language.

INSURANCE AGENT'S CHECKLIST BEFORE SENDING

- ☐ Certificate of Insurance (ACORD or equivalent), holder entered exactly as above.
- ☐ Additional insured endorsement(s) attached (CG 20 10 + CG 20 37, or equivalent).
- ☐ Primary and non-contributory endorsement attached (CG 20 01 12 19).
- ☐ Waiver of subrogation endorsements attached (General Liability and Workers' Compensation).
- ☐ Professional Liability and Cyber and Privacy Liability shown, with claims-made status and retroactive dates.
- ☐ Limits meet the box above; insurers are A:VII or better.

Send the certificate and all endorsement pages together to compliance@myfunel.com. A certificate that only checks the "additional insured" or "waiver" boxes, without the endorsement pages attached, will be returned.

ANNOTATED SAMPLE CERTIFICATE

Example only. Consultant's certificate will show its own policies. The markers ① to ⑦ point to the items the City checks most often.

CERTIFICATE OF LIABILITY INSURANCE						
PRODUCER: ABC Insurance Agency, Anytown CA				INSURED: Consultant Name, Street Address, City, CA		
Insurer A: Reliable Mutual Ins. Co. NAIC #12345				A.M. Best A:VII ⑥		
TYPE OF INSURANCE	**ADDL INSR**	**SUBR WVD**	**POLICY NUMBER**	**EFF**	**EXP**	**LIMITS**
Commercial General Liability (Occurrence)	Y ②	Y ④	GL-100200	1/1/27	1/1/28	Each Occurrence $2,000,000; Gen. Aggregate $4,000,000 ⑤
Automobile Liability (Hired & Non-Owned)	N	N	CA-100200	1/1/27	1/1/28	Combined Single Limit $1,000,000
Workers' Comp & Employer's Liab.	—	Y ④	WC-100200	1/1/27	1/1/28	Statutory; E.L. Each Accident $1,000,000
Professional Liability (Claims-Made; Retro 1/1/2015)	—	—	PL-100200	1/1/27	1/1/28	Each Claim $2,000,000; Aggregate $2,000,000
Other: Cyber / Privacy Liability (Claims-Made; Retro 1/1/2015)	—	—	CY-100200	1/1/27	1/1/28	Each Claim $2,000,000; Aggregate $2,000,000
DESCRIPTION OF OPERATIONS ③ The City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers are additional insureds per attached CG 20 10 and CG 20 37; coverage is primary and non-contributory per CG 20 01 12 19; waiver of subrogation applies to GL and WC per attached endorsements. RE: Agreement No. FIN-2027-01.						
CERTIFICATE HOLDER ① City of South Gate, Attn: Risk Management, 8650 California Avenue, South Gate, CA 90280				CANCELLATION ⑦ 30 days' written notice (10 days for non-payment). Submit to compliance@myfunel.com.		

What each marker means

① **Certificate holder:** Must read exactly as shown. The email address is the submission address, not the certificate holder. A wrong or misspelled holder is the most common reason a certificate is returned.

② **Additional insured (ADDL INSR = Y):** The "Y" says an endorsement exists. It is not proof. The actual CG 20 10 and CG 20 37 endorsement pages must be attached.

③ **Description of Operations:** Names the additional insureds, states that coverage is primary and non-contributory and that the waiver of subrogation applies, and references the Agreement.

④ **Waiver of subrogation (SUBR WVD = Y):** Checked for General Liability and Workers' Compensation, with the endorsement pages attached.

⑤ **Limits:** Meet or exceed the box above. The general aggregate must apply per project or be at least twice the per-occurrence limit. Claims-made policies must show a retroactive date before the start of the Services.

⑥ **Insurer rating:** Each insurer is A.M. Best A:VII or better.

⑦ **Cancellation:** At least 30 days' notice (10 days for non-payment).

RIDER R-3

DATA SECURITY AND PRIVACY

This Rider is attached to and incorporated into the Agreement. Capitalized terms have the meanings given in the Agreement. In the event of a conflict between this Rider and the body of the Agreement, this Rider controls as to the subject matter addressed here. All other terms of the Agreement remain in full force.

R-3.1 Definitions and Level. "City Data" means all data, records, and information provided by City or created, collected, received, processed, or stored by Consultant on behalf of City. "Security Incident" means any actual or reasonably suspected unauthorized access to, acquisition of, use of, disclosure of, alteration of, destruction of, or loss of City Data, or any incident affecting the confidentiality, integrity, or availability of City Data or City systems. The Data Security Level applicable to this Agreement is Level C (High Sensitivity). A requirement identified as applying to a specific Level applies to that Level and to every higher Level. The Services involve City financial records, payroll and salary data, labor distribution and timekeeping records, grant records, and other nonpublic City information that may include personally identifiable information.

R-3.2 Security Controls. Consultant shall maintain administrative, technical, and physical safeguards that meet or exceed industry standards, including role-based least-privilege access control; multifactor authentication for all remote and administrative access; encryption of City Data in transit and at rest using current industry standard algorithms; use of vendor-supported software and timely security patching; centralized logging and monitoring with retention of security logs; secure and tested backups; documented vulnerability management; annual security awareness training for personnel with access to City Data; and documented business continuity and disaster recovery plans tested at least annually.

R-3.3 Location, Personnel, and Subprocessors. Consultant shall store and process City Data within the United States. Consultant shall obtain City's prior written approval before using offshore personnel, before changing hosting arrangements or hosting location, and before engaging any new subprocessor. Consultant shall maintain a current subprocessor list and provide it on request, remains fully responsible for its subprocessors, and shall impose these requirements on each of them by written agreement.

R-3.4 Incident Notification. Consultant shall notify City immediately following discovery of any Security Incident, and in no event later than twenty-four (24) hours after discovery, by written notice to the City Agent and the City's Information Technology Manager. Preliminary notice may be based on then-available information, need not include a full forensic determination, and is not excused or delayed by an ongoing internal verification process. Consultant shall provide a follow-on written report within seventy-two (72) hours of discovery, or as soon thereafter as reasonably practicable, and supplemental updates as facts become known. Upon completing its investigation Consultant shall provide the factual findings, timeline, root cause analysis, and remediation steps taken, and may redact material subject to attorney-client privilege or work product protection only where no factual finding is withheld on that basis and the redaction is accompanied by a log identifying the type of information withheld.

R-3.5 Cooperation and Costs. Consultant shall begin remediation promptly, preserve all evidence relevant to the Security Incident, and cooperate fully with City, its agents, its insurers, and law enforcement. Where a Security Incident arises from Consultant's act, omission, or failure to maintain the required safeguards, Consultant shall bear the costs of forensic investigation, legally required notification to affected individuals and regulators, credit monitoring and identity protection services, call center services, and data restoration. Consultant shall coordinate the content and timing of any notification involving City Data with City in advance. City retains sole responsibility for and control over any notification City is required to make as a public agency.

R-3.6 Use and Ownership of City Data. City Data is and remains the property of City. Consultant shall use City Data solely to perform the Services, shall not sell, license, rent, share, or otherwise monetize City Data, and shall not use City Data to develop, train, fine-tune, test, or improve any artificial intelligence or machine learning model without City's prior written approval. Any approved use shall be limited to a model used exclusively to provide the Services to City and not made available to any other customer.

R-3.7 Return and Destruction. Upon expiration or termination, or upon City's written request, Consultant shall return City Data in a standard, usable, non-proprietary format and shall then delete City Data from active and readily accessible systems within thirty (30) calendar days and certify that deletion in writing; isolate any remaining backup copies from ordinary use and access; delete City Data from backup media through the documented backup rotation cycle; and provide final written certification when backup deletion is complete, in no event later than one hundred eighty (180) calendar days after termination unless City approves a longer period in writing based on Consultant's documented backup architecture.

R-3.8 Audit and Assessment. Consultant shall provide City, on request and not more than annually absent a Security Incident, with its most recent SOC 2 Type II report or equivalent independent security assessment together with a summary of remediation of any identified exceptions. Where no such report exists, Consultant shall complete a security questionnaire provided by City.

Request for Proposals

For

Cost Allocation Plan and User Fee Study

RFP No. FIN-2027-01

Prepared by:

The City of South Gate
Administrative Services Department
Luis Frausto, Director of Administrative Services

Posted: August 3, 2026
Due: September 7, 2026
City of South Gate
8650 California Avenue
South Gate, CA 90280

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1. Introduction / Purpose

The City of South Gate (the "City") invites qualified consulting firms to submit proposals to prepare a comprehensive Cost Allocation Plan, conduct a federal grants cost recovery and allocation compliance review, and complete a Citywide User Fee Study. The City intends to establish equitable, transparent, legally defensible, and audit-ready methodologies for allocating indirect and central service costs, and for determining the full cost of municipal services and the fees and charges associated with them.

The City has not completed a comprehensive update of these analyses in many years. The City has also received Single Audit findings related to unsupported allocations charged to federal funding from the U.S. Department of Housing and Urban Development (HUD). The City, therefore, expects the selected Consultant to treat federal grants cost recovery, labor distribution, indirect cost allocation, and supporting documentation as core project objectives — not as incidental work.

The City prefers to award the work to a single Consultant but reserves the right to award the components of this engagement together or separately, in whole or in part, as described in Section 7.1.

2. Background

The City of South Gate was incorporated on January 20, 1923, under the general laws of the State of California. South Gate encompasses 7.49 square miles and is located in southeastern Los Angeles County, approximately 10 miles south of downtown Los Angeles. The City's population is approximately 96,000 residents.

The City has a council-manager form of government. Policy-making and legislative authority are vested in the City Council, which consists of five Council Members, including the Mayor and Mayor Pro-Tem. The City Manager carries out the policies and ordinances of the City Council, oversees day-to-day operations, and appoints department heads.

South Gate is a full-service municipality that provides a broad range of services through multiple departments and enterprise operations. The City operates a municipal water utility serving approximately 14,300 accounts, maintains its own police department, contracts with the County of Los Angeles for fire protection services, and directly manages its sanitary sewer system through the Public Works Department. Services also include administration, public works, planning and building, and parks and recreation.

The City charges costs to a range of funds and programs, including the General Fund, special revenue funds, enterprise funds, restricted funds, and federal and state grant programs. The HUD audit finding referenced above relates to allocations charged to federal funding that the City was unable to adequately support. Strengthening the City's cost allocation methodology, labor distribution practices, and supporting documentation is a central purpose of this procurement.

3. Objectives

The selected Consultant shall assist the City in meeting the following objectives:

- Develop a comprehensive and defensible Cost Allocation Plan that identifies, accumulates, and allocates indirect and central service costs to benefiting departments, funds, programs, grants, and activities.

- Address the City's federal funding allocation concerns by developing documentation, allocation bases, labor distribution recommendations, and internal control procedures that support compliance with applicable federal cost principles, including the Uniform Guidance at 2 CFR Part 200.
- Review the City's current approach to charging administrative, labor, overhead, and shared costs to HUD and other federal or state grant programs, and recommend corrective, prospective, and sustainable practices.
- Develop a Citywide User Fee Study that calculates the full cost of services, evaluates current cost recovery levels, and recommends fee updates consistent with California law and City policy objectives.
- Provide financial models, schedules, documentation, and training that allow City staff to update and maintain the Cost Allocation Plan and User Fee Study after project completion.
- Support City management, staff, and the City Council with clear reports, presentations, policy options, and implementation guidance.

4. Proposal Schedule

The anticipated schedule for this procurement is set forth below. All dates are estimates and may be modified by the City.

Milestone	Date
RFP Release	August 3, 2026
Written Questions Due	August 20, 2026 – 5:00 p.m. (PST)
City Responses / Addenda Posted	August 27, 2026
Proposals Due	**September 7, 2026 – 5:00 p.m. (PST)**
Interviews (if held)	Week of September 21, 2026
City Council Award (tentative)	October 2026
Anticipated Project Start	Within sixty (60) days of contract award

The City reserves the right to modify this schedule, including extending deadlines or adjusting milestone dates, as it deems necessary in the best interest of the City. Any changes will be communicated to proposers by written addendum.

4.1 Written Questions and Clarifications

Proposers may submit written questions or requests for clarification regarding this RFP to the City's designated contact by the date specified in the Proposal Schedule. All questions shall be submitted via email with the subject line "Cost Allocation / User Fee Study RFP – Question."

The City will compile and post written responses to all material questions on its procurement webpage or designated portal. Responses shall be considered official addenda to this RFP. Oral statements shall not modify this RFP.

4.2 Pre-Proposal Meeting (Optional)

At the City's discretion, a pre-proposal meeting or conference call may be scheduled to address process or operational questions. Attendance is optional and is not a prerequisite for proposal submission. Proposers wishing to request a conference call must submit the request in writing no later than five (5) business days before the submission deadline. All information shared during such meetings will be documented and distributed to all proposers through an official addendum to ensure equal access to information.

5. Proposal Process and Submission Requirements

5.1 Deadline

All proposals must be delivered to the City no later than 5:00 p.m. (PST) on September 7, 2026. Late submissions and proposals delivered via fax will not be accepted unless the City specifically determines otherwise in writing. The City's time clock will govern receipt. The City reserves the right to award or reject proposals in part or in whole and on any basis it deems in the best interest of the City.

5.2 Questions

Questions about this RFP should be emailed to Rick Pyles, Accounting and Finance Manager, at rpyles@sogate.org. The subject line should read "Cost Allocation / User Fee Study RFP – Question." City staff will send email responses and post them on the City's website.

5.3 Execution of Agreement

The successful Proposer will be required to execute a Professional Services Agreement in the standard form approved by the City. The City contracts on its own standard Professional Services Agreement; the City's standard terms and conditions, this RFP, and the order of precedence stated in Sections 16 and 17 are not subject to negotiation. A Proposer's own standard, preprinted, referenced, or online terms and conditions will not be incorporated into the Contract and will not modify or take precedence over the City's Agreement, this RFP, or any addenda. The selected Proposer shall comply with all requirements of that Agreement, including the terms and conditions set forth in Section 17 of this RFP.

5.4 Proposal Submission

Submit one (1) electronic (PDF) copy via email and mail three (3) printed copies, including one (1) signed original. Both the electronic copy and all printed copies must be received by the City no later than 5:00 p.m. (PST) on the proposal due date; a timely email does not cure late delivery of the printed copies. The printed package must be clearly labeled: "RFP No. FIN-2027-01 – Cost Allocation Plan and User Fee Study."

Submit Printed Proposals To:	Submit Electronic (PDF) Copy To:
Yodit Glaze, City Clerk City of South Gate 8650 California Avenue South Gate, CA 90280	Rick Pyles, Accounting and Finance Manager rpyles@sogate.org

All firms are encouraged to be creative and to describe alternate approaches to the requested services where feasible, or additional services that may benefit the City. Proposers must follow the prescribed format and answer the questions in each section. Do not include extraneous or marketing information.

Components and Exceptions: If a proposer is not proposing on a component or cannot meet a specific requirement, the proposer shall clearly identify the exclusion or exception and may propose an alternative approach for the City's consideration. Declining to propose on a component, by itself, does not make a proposal nonresponsive as to the components on which the proposer does propose.

Contracted Services: If a service is provided by a third party, please indicate this clearly and provide the name of the third-party company(ies).

6. Minimum Qualifications

Minimum qualifications apply by component, so that a strong firm proposing on only one component is not disqualified by requirements relevant to another. All proposers must meet the general qualifications below. A proposer must also meet the qualifications for each component on which it proposes. The City reserves the right to deem nonresponsive any proposal that does not clearly demonstrate the applicable qualifications.

6.1 General Qualifications (All Proposers)

- Be a firm legally authorized to conduct business in the State of California and able to obtain a City of South Gate business license prior to contract execution.
- Have a minimum of five (5) years of experience providing financial, cost, or rate consulting services to California municipalities or comparable public agencies.
- Assign a designated project manager with authority for day-to-day project decisions and a single point of accountability to the City.
- Maintain, or be able to obtain prior to contract execution, the insurance coverage required in Section 17.2.

6.2 Component A Qualifications (Cost Allocation Plan and Federal Grants Cost Recovery Review)

A proposer submitting on Component A must also demonstrate:

- A minimum of five (5) years of experience preparing cost allocation plans for California cities or comparable public agencies.
- Direct experience applying federal cost principles under the Uniform Guidance (2 CFR Part 200), including allocability, allowability, reasonableness, indirect cost recovery, and compensation (labor) documentation.
- Experience with HUD, CDBG, HOME, ESG, ARPA, FEMA, Caltrans, or other federal or state pass-through funding programs, including responding to audit findings or developing corrective action plans.

6.3 Component B Qualifications (Citywide User Fee Study)

A proposer submitting on Component B must also demonstrate:

- A minimum of five (5) years of experience preparing user fee and cost-of-service studies for California municipalities or comparable public agencies.
- Direct experience developing fee methodologies consistent with California Constitution Articles XIII C and XIII D (Propositions 26 and 218), including support for a defensible nexus between fees charged and services provided.

7. Scope of Services / Requirement Specifications

The Consultant shall provide the professional consulting services described below. The work is organized into three components. The City may award one component, multiple components, or all components, as described in Section 7.1. Mandatory requirements use "shall" or "must"; recommended items use "should."

7.1 Solicitation and Award Structure

The City is issuing one solicitation with separable scopes and pricing schedules. This approach promotes consistency between the Cost Allocation Plan and the User Fee Study while preserving the City's ability to award the work in whole or in part. Proposers shall clearly identify whether they are proposing on:

- Component A — Cost Allocation Plan and Federal Grants Cost Recovery Review;
- Component B — Citywide User Fee Study;
- Component C — Implementation Support and Optional Services; or
- All components.

The City reserves the right to award all components to one Consultant, award different components to different Consultants, award only selected components, reject all proposals, or negotiate a modified scope of services. If the City awards both the Cost Allocation Plan and the User Fee Study to the same Consultant, the Consultant shall maintain separate work plans, deliverables, pricing, and schedules for each component.

7.2 Project Initiation and Data Collection

The Consultant shall begin with a kickoff meeting and a structured data request. The kickoff shall confirm project goals, schedule, City staff roles, departments to be reviewed, known audit concerns, applicable grants and funds, fee categories, and expected deliverables.

The Consultant shall identify all financial, operational, staffing, workload, service-level, grant, and fee data necessary to complete the selected component(s), and shall coordinate with Finance, Public Works, Community Development, Police, Parks and Recreation, City Manager, City Clerk, Human Resources, Information Technology, and other departments as necessary.

The Consultant shall review data for completeness, reasonableness, and consistency, and shall identify data gaps, unsupported assumptions, outdated practices, inconsistent allocation methods, and areas where the City may need to improve timekeeping, grant accounting, or fee documentation.

7.3 Component A — Cost Allocation Plan and Federal Grants Cost Recovery Review

If selected for Component A, the Consultant shall complete the following tasks.

7.3.1 Review of Financial Structure and Operations

The Consultant shall review the City's chart of accounts, fund structure, departmental organization, budget structure, grant accounting practices, internal service funds, enterprise funds, restricted funds, administrative cost charges, and existing internal service relationships. The review shall identify how costs are currently captured, assigned, allocated, and reported.

7.3.2 Identification of Central Service and Indirect Costs

The Consultant shall identify all central service, internal service, and overhead functions that support City operations. These may include, but are not limited to, City administration, finance, budget, purchasing, accounting, payroll, human resources, information technology, legal services, risk management, facilities, fleet, records management, and other centralized or shared services.

7.3.3 Development of Cost Allocation Methodology

The Consultant shall develop a fully documented methodology for allocating indirect and central service costs to benefiting departments, funds, programs, grants, activities, and cost objectives. Allocation bases shall be reasonable, measurable, supportable, and tied to relative benefit received where practical. The Consultant shall explain the purpose, assumptions, source data, and limitations of each allocation basis.

The Consultant shall prepare the Cost Allocation Plan in a format that supports federal grant cost recovery, not solely internal allocation. The Consultant shall recommend whether the City should adopt a central service cost allocation plan, an indirect cost rate proposal, department-level allocation schedules, or some combination, depending on how the City intends to recover costs from federal awards, and shall structure the deliverables accordingly. The methodology shall be consistent with the cost principles and the central service cost allocation plan requirements of the Uniform Guidance, including Appendix V to 2 CFR Part 200.

7.3.4 Federal Grants Cost Recovery and Compliance Review

The Consultant shall conduct a focused review of the City's practices for charging costs to HUD and other federal or state grant programs. This review shall address the audit finding related to unsupported allocations and provide practical recommendations to improve compliance, documentation, and recoverability of eligible costs. At a minimum, the review shall evaluate and provide recommendations regarding:

- Costs currently charged to federal awards, special revenue funds, restricted funds, and grant programs;
- Administrative, indirect, overhead, and shared costs that may be eligible for recovery;
- Whether selected costs should be charged as direct costs, indirect costs, allocated costs, or not charged to federal programs at all;
- Allocation methods for shared costs where actual usage is not directly recorded;
- Labor distribution practices for employees working on multiple activities, programs, grants, or funding sources;
- Timekeeping, time certification, personnel activity reporting, or after-the-fact review procedures needed to support salary and benefit charges, consistent with the compensation standards of the Uniform Guidance;
- Procedures for reconciling estimated or budgeted allocations to actual costs, where applicable;

- Documentation standards needed to support audit review, monitoring, and grant closeout;
- Recommended internal controls, approval steps, and ongoing monitoring procedures; and
- Corrective and prospective actions needed to reduce the risk of future audit findings.

The Consultant shall expressly identify where the City should use actual time records, where a documented time study or time-certification method is acceptable, where an allocation basis is defensible, and where costs should not be charged to federal awards at all.

Required deliverable. The Consultant shall prepare a "Federal Grants Cost Recovery and Corrective Action Memorandum" that maps the HUD audit finding (and any other identified deficiencies) to specific corrective actions. For each corrective action, the memorandum shall identify the responsible department(s), the recommended procedure or control, the supporting documentation or template needed, and a recommended implementation deadline. The memorandum shall be written so it is directly usable by Finance, Community Development, and future auditors as a corrective action record.

7.3.5 Cost Allocation Plan Report and Model

The Consultant shall prepare a comprehensive Cost Allocation Plan report and model. The report shall include allocation schedules, supporting calculations, narrative descriptions of methodologies, assumptions, source data, recommended allocation bases, and documentation suitable for audit, budget integration, grant administration, financial reporting, and internal cost recovery. The model shall be transparent, formula-driven, and structured so City staff can independently review, update, and maintain it. The Consultant shall not deliver locked formulas or proprietary formats that prevent City staff from understanding or updating the model.

7.3.6 Federal Grants Documentation Toolkit

The Consultant shall provide practical implementation tools to support the City's future federal grants compliance. These tools may include sample allocation worksheets, time allocation templates, certification forms, reconciliation procedures, cost-charging decision trees, grant file documentation checklists, and written procedures for annual updates.

7.4 Component B — Citywide User Fee Study

If selected for Component B, the Consultant shall complete the following tasks.

7.4.1 Inventory of Fees and Charges

Compile a comprehensive inventory of all City fees, charges, and rates, including administrative fees, service charges, regulatory fees, development-related fees, and other cost-recovery charges, as applicable.

7.4.2 Service Identification and Definition

Identify and define the services associated with each fee category, including responsible departments, service activities, service units, workload measures, and the nature of each service provided.

7.4.3 Cost-of-Service Methodology

Develop a structured cost-of-service methodology to determine the full cost of providing City services, including direct labor, benefits, materials, supplies, equipment, contracted services, departmental overhead, and allocated indirect costs.

7.4.4 Data Collection and Validation

Work with City departments to collect and validate workload, staffing, processing-time, service-level, and financial data necessary to support the cost-of-service analysis.

7.4.5 Allocation of Direct and Indirect Costs to Services

Allocate relevant direct and indirect costs to specific services to determine the full cost of each service category. The methodology shall be consistent with the Cost Allocation Plan where both components are awarded.

7.4.6 Calculation of Cost Recovery Levels

Evaluate current fee levels in relation to calculated full costs and determine existing cost recovery percentages for each fee or service category.

7.4.7 Legal and Regulatory Compliance Review

Review applicable legal requirements governing municipal fees, including California Constitution Articles XIII C and XIII D (Propositions 26 and 218), as applicable. The Consultant shall identify legal risk areas and recommend methodologies that support a defensible connection between the fees charged and the services provided.

7.4.8 Benchmarking and Comparative Analysis

Conduct benchmarking analysis comparing the City's fees and cost recovery levels to comparable California municipalities, where data is available and relevant. Benchmarking shall provide context and shall not replace the City's own cost-of-service analysis.

7.4.9 Identification of Fee Gaps and Inefficiencies

Identify services where fees are under-recovering costs, over-recovering costs, not currently assessed, outdated, duplicative, or difficult to administer.

7.4.10 Fee Recommendations and Policy Options

Develop recommendations for revised fee structures, including adjustments to existing fees, new fees, consolidated fees, removal of obsolete fees, and phased implementation options. Recommendations shall identify policy considerations related to subsidy levels, public benefit, administrative burden, and Council discretion.

7.4.11 Fee Model Development

Develop a transparent and user-friendly fee calculation model that allows City staff to update assumptions, salary and benefit costs, overhead factors, workloads, and fee schedules over time.

7.4.12 Draft and Final Reports

Prepare draft and final User Fee Study reports documenting methodology, findings, assumptions, cost recovery levels, recommendations, and implementation guidance.

7.4.13 Scope Exclusions

The Citywide User Fee Study covers service fees, regulatory fees, administrative fees, and development-related service fees that recover the cost of providing specific City services. Because the City operates water and sewer utilities and may levy property-related charges, the distinction between cost-of-service fees and property-related fees and charges matters under California Constitution Articles XIII C and XIII D (Propositions 26 and 218).

Unless specifically authorized in writing as an optional service under Component C, the User Fee Study does not include: water rate studies; sewer rate studies; solid waste rate studies; other utility or

enterprise rate studies; development impact fee nexus studies under the Mitigation Fee Act; assessment proceedings; special tax measures; or Proposition 218 majority-protest or property-related rate proceedings. A proposer may identify any of these as a separately priced optional service.

7.5 Component C — Implementation Support and Optional Services

Component C is additional, on-call support beyond the base deliverables of Components A and B. The base deliverables of each awarded component — including the implementation guidance, staff training materials, presentation materials, documentation toolkit (Component A), and attendance at one study session and one City Council meeting — are included in the price of that component and shall not be re-priced under Component C.

Component C covers services beyond those base deliverables, such as additional staff training sessions, additional management briefings or Council study sessions, post-adoption support, fee resolution support beyond the included Council meeting, assistance responding to grant monitoring or audit review, and annual updates in later years. Each Component C service shall be separately priced in the Cost Proposal (as a fixed amount or at the hourly rates provided) and authorized in writing before work begins.

Optional services may also include expanded fee categories, additional stakeholder workshops, further analysis of enterprise fund cost recovery, development impact fee coordination, or other related services requested by the City, on the same separately priced, pre-authorized basis.

7.6 Required Deliverables

Deliverables shall remain fully separable between components. The Consultant shall provide draft deliverables for City review and final deliverables incorporating City comments.

Component	Required Deliverables
A — Cost Allocation Plan and Federal Grants Cost Recovery Review	Draft and final Cost Allocation Plan report; allocation model and schedules; recommendation on plan type (central service CAP, indirect cost rate proposal, department-level schedules, or a combination); Federal Grants Cost Recovery and Corrective Action Memorandum; documentation toolkit; staff training materials; presentation materials; attendance at one study session and one City Council meeting, if requested.
B — Citywide User Fee Study	Draft and final User Fee Study report; fee inventory; cost-of-service model; recommended fee schedule; subsidy and cost recovery policy options; implementation guidance; presentation materials; attendance at one study session and one City Council meeting, if requested.
C — Implementation Support and Optional Services	Additional, separately priced and pre-authorized services beyond the base deliverables of Components A and B, such as: additional training sessions; additional briefings or Council study sessions; post-adoption support; assistance responding to grant monitoring or audit review; later-year annual updates; and other related services requested by the City.

7.7 Project Schedule

The Consultant shall prepare a detailed project schedule identifying all tasks, milestones, review periods, meetings, draft deliverables, final deliverables, and Council adoption support. The schedule shall distinguish between the Cost Allocation Plan, the federal grants compliance review, and the User Fee Study components, where applicable. Because the City has an existing audit finding related to unsupported allocations, the Consultant should propose a schedule that prioritizes the Cost Allocation Plan and Federal Grants Cost Recovery Review before, or at least concurrently with, the User Fee Study.

7.8 Deliverable Format and Ownership

All deliverables shall be provided in Microsoft Word, Excel, and PDF formats, as appropriate. All models, calculations, and supporting schedules shall be fully functional, unlocked, and structured so they may be independently reviewed, updated, and maintained by City staff. The City shall own all final reports, models, schedules, templates, and work products developed under the agreement, subject to any limitations negotiated in the final agreement.

7.9 Meetings and Coordination

The Consultant shall conduct regular meetings with City staff, including a kickoff meeting, periodic progress meetings, data validation meetings, draft review meetings, implementation meetings, and final presentation preparation meetings. Meeting frequency shall be coordinated with City staff based on project needs. The Consultant shall maintain a clear issue log identifying data requests, unresolved questions, decisions needed, responsible parties, and due dates, and shall promptly notify the City if missing data, inconsistent records, or unsupported assumptions could affect the reliability of the work product.

7.10 Customer Service and Relationship Management

The Consultant shall provide a high level of customer service and relationship support to ensure responsive communication, prompt issue resolution, and continuity of service. The Consultant shall designate a project manager (or principal-level contact) with authority to coordinate services and resolve issues, available for onsite or virtual meetings as requested by the City. The Consultant shall acknowledge City inquiries within one (1) business day and provide a substantive response, status update, or requested routine document within a reasonable time based on the nature of the request.

7.11 Cybersecurity and Data Protection

Because the Consultant will receive and process City financial records, payroll and salary data, grant records, and other potentially sensitive or personal information, the Consultant shall maintain reasonable information-security and data-protection controls consistent with industry practice. At a minimum, the Consultant shall:

- Protect City data in transit and at rest using industry-standard encryption;
- Store and process all primary City data within the continental United States; use of sites outside the United States requires prior written City approval;
- Require multi-factor authentication for any portal or system used to exchange City data, and apply role-based access and least-privilege principles;

- Maintain audit trails of access to City data and a documented incident-response and breach-notification process;
- Notify the City within twenty-four (24) hours of any confirmed or suspected security incident affecting City data, and within two (2) hours if Personally Identifiable Information (PII) is involved;
- Ensure that any subcontractor with access to City data is contractually bound to equivalent security and confidentiality obligations; and
- Securely return or destroy City data upon completion or termination of the engagement, and provide written confirmation upon request.

8. Proposal Content Requirements

8.1 Proposed Organization and Content

To facilitate consistent evaluation and comparison, each proposal shall be organized in the following order. Proposals that omit required elements may be considered nonresponsive.

- **Cover Letter** — Signed by an authorized officer with authority to bind the firm; identifies the proposing firm, the servicing office, and acknowledges all addenda.
- **Table of Contents** — Follows the order of this RFP and identifies all sections, exhibits, and attachments.
- **Firm Profile and Experience** — Firm history, ownership, financial stability, and relevant California public-agency clients.
- **Technical Response** — Describes the firm's capability and approach for each Scope of Services area in Section 7, by component.
- **Project Approach and Work Plan** — Detailed work plan by component, including approach to data gaps, unsupported allocation bases, and timekeeping limitations.
- **Staffing Plan** — Project team, roles, and resumes; if proposing on Component A, specifically identify the personnel who will perform the federal grants cost recovery review and their relevant experience.
- **Project Schedule** — Proposed schedule with key milestones, distinguishing the components.
- **Customer Service and Escalation Plan** — Team structure, response times, and contact protocols.
- **Completed Proposal Questionnaire** — All questions in Section 9, answered in order.
- **Fee Proposal (Cost Proposal)** — Separate, component-level pricing completed and submitted on the City-provided Cost Proposal Excel attachment. Identify any not-to-exceed amounts, hourly rates for optional services, and any minimum or fixed charges.
- **References** — Minimum of three (3) California municipal or public-agency clients with contact details.
- **Legal and Contract Exceptions** — Any requested modifications clearly identified, or stated as "None." Exceptions are reviewed at the City's sole discretion and may be rejected. The City will not accept exceptions that reorder the precedence of documents or substitute the Proposer's

standard terms for the City's Professional Services Agreement; a proposal conditioned on such changes may be deemed nonresponsive.

- **Required Forms and Certifications —** Conflict of Interest Certification, Proposal Certification and Signature Page, and Non-Collusion Affidavit.

9. Proposal Questionnaire

Proposers shall provide detailed responses to the following questions, following the order and numbering below. Proposers should answer each question as applicable to the component(s) on which they are proposing; questions specific to federal grants and cost allocation apply to Component A, and questions specific to user fees apply to Component B. The City may deem a proposal nonresponsive if required information is omitted.

A. General Firm Information

- Provide the firm's legal name, headquarters location, and the office that will serve the City.
- Describe the firm's history, ownership structure, and any affiliations that may present a conflict of interest.
- Provide a current organizational chart identifying the departments and personnel involved in this engagement.
- Describe the firm's primary revenue sources and any that could present a potential conflict of interest.

B. Experience and Qualifications

- Describe your firm's experience preparing cost allocation plans and/or user fee studies for California public agencies, as applicable to the component(s) proposed.
- List California public-sector clients for comparable work in the past five (5) years, including agency size, scope, and client references.
- If proposing on Component A: describe your experience with federal cost principles under 2 CFR Part 200, including indirect cost recovery and compensation (labor) documentation.
- If proposing on Component A: describe specific engagements involving HUD, CDBG, HOME, ESG, ARPA, FEMA, Caltrans, or other federal or state pass-through funds, including any work responding to audit findings or corrective action plans.
- Provide details of any regulatory, legal, or disciplinary actions involving the firm or key personnel within the past five (5) years.

C. Project Approach — Cost Allocation and Federal Grants Compliance (Component A)

- Describe your methodology for developing a central service cost allocation plan and selecting defensible allocation bases.
- Describe how you would review and remediate the City's approach to charging staff time, indirect costs, and shared costs to federal awards, and how you would respond to the HUD finding.

- Explain how you distinguish costs that may be allocated through a CAP from costs that require actual time records or a documented time-and-effort method, and from costs that should not be charged to federal awards.
- Describe the timekeeping, time-certification, and after-the-fact review procedures you typically recommend, and the internal controls that support them.
- Describe the documentation and toolkit you would provide so City staff can maintain compliance after the engagement.

D. Project Approach — User Fee Study (Component B)

- Describe your cost-of-service methodology and how it would link to the Cost Allocation Plan if both components are awarded.
- Describe how you analyze current cost recovery levels and develop fee recommendations and policy options.
- Describe how your methodology supports compliance with Propositions 26 and 218 and a defensible nexus between fees and services.
- Describe the fee model you provide and how City staff update and maintain it.

E. Reporting, Communication, and Implementation

- Describe the content, frequency, and format of your standard reports and deliverables.
- Provide sample deliverables relevant to the component(s) proposed, such as a representative cost allocation schedule (Component A) and/or a representative fee study output (Component B).
- Describe your approach to Council presentations, study sessions, and adoption support.
- Describe your project approach.

F. Team and Staffing

- Identify all team members responsible for the City's engagement, their roles, and years of experience; if proposing on Component A, specify who performs the federal grants cost recovery review.
- Describe your team structure, backup procedures, and staff retention practices for public-sector engagements.

G. Risk Management and Compliance

- Describe your internal quality-control and review procedures for cost allocation and fee study deliverables.
- Describe your data-protection and cybersecurity practices and any relevant certifications (e.g., SOC 2 Type II).
- Describe your business continuity and disaster recovery practices relevant to safeguarding City data.

H. Fees and Additional Information

- Provide separate, component-level pricing using the City-provided Cost Proposal template, including not-to-exceed amounts and hourly rates for optional services.
- Identify all assumptions, exclusions, and City responsibilities on which your pricing depends.
- Describe any additional value-added services, training, or policy support your firm can offer.
- Provide any proposed contract language or exceptions to the City's Professional Services Agreement.

10. Evaluation and Selection

The City will evaluate all responsive proposals to determine the proposal that represents the best overall value to the City. The City is not obligated to accept the lowest-priced proposal. Evaluations will consider both qualitative judgment and quantitative analysis. The City may, at its discretion, conduct interviews or demonstrations with one or more top-ranked proposers.

In determining best value, the City may consider, but is not limited to, the following factors. Because the City's principal risk is its ability to defend charges to federal grants and restricted funds, federal cost-allocation and grants-compliance experience will carry significant weight:

- Demonstrated experience with federal cost principles (2 CFR Part 200) and local government cost allocation plans, including HUD/CDBG and other federal pass-through funding and audit-finding remediation;
- Ability, capacity, and skill of the proposer and assigned personnel to perform the required services;
- Quality and soundness of the proposed methodology and work plan, by component;
- Experience with California municipal user fee and cost-of-service studies, including Proposition 26 and 218 compliance;
- Cost and overall financial terms, evaluated by component;
- Customer service approach, responsiveness, and availability of the project manager;
- Operational reliability, technology, cybersecurity, and data-protection capabilities;
- The character, integrity, reputation, and judgment of the proposer; and
- References from comparable California public agencies.

No single factor will determine the final award. Final award recommendations are subject to review by City staff and approval by the City Council. Issuance of this RFP does not obligate the City to award a contract or to reimburse any proposer for costs incurred in preparing or presenting a proposal.

While the City will endeavor to adhere to the process and schedule described in this RFP, it reserves the right to modify, postpone, or cancel any part of the solicitation process as deemed necessary.

11. Term and Renewal

The initial term of the Agreement shall begin on the date the Agreement is fully executed and shall continue until completion and City acceptance of all awarded services, unless earlier terminated in

accordance with the Agreement. The City anticipates that the primary project work will be substantially completed within six (6) to nine (9) months after the project kickoff meeting, depending on the components awarded, data availability, staff review time, and City Council meeting schedules.

For contract administration purposes, the initial term shall not exceed eighteen (18) months from the date of execution, unless extended by written amendment. The City may, at its sole discretion, extend the Agreement for additional one-year periods for annual updates, on-call support, implementation assistance, audit or grant-monitoring support, or maintenance of the cost allocation and fee models, subject to available funding and any required City approvals.

All work shall be performed in accordance with a project schedule approved by the City. The Consultant shall propose a detailed schedule identifying major tasks, milestones, draft deliverables, City review periods, final deliverables, and presentation or adoption support. The approved project schedule may be modified by mutual written agreement to account for data availability, City review, Council scheduling, or other project needs.

12. Contract Management

The Director of Administrative Services and/or the Accounting and Finance Manager will manage the Agreement and will meet regularly with the awarded Consultant by telephone, virtually, and/or in person to track performance, review deliverables, and discuss any challenges and adjustments needed.

13. Acronyms and Definitions

For purposes of this RFP, the following terms shall have the meanings set forth below.

Term	Definition
2 CFR Part 200	The federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").
Allocable Cost	A cost that benefits a particular objective and can be assigned to it in reasonable proportion to the benefit received.
ARPA	American Rescue Plan Act funding.
CAP	Cost Allocation Plan — the methodology and schedules used to assign indirect and central service costs to benefiting departments, funds, programs, and grants.
CDBG	Community Development Block Grant program (HUD).
City	The City of South Gate, California, including its departments, officials, employees, and authorized representatives.
Consultant / Contractor / Proposer	The firm submitting a proposal or, once awarded, performing services under this RFP.
Cost-of-Service	The full cost of providing a municipal service, including direct and allocated indirect costs.

Term	Definition
ESG / HOME	HUD Emergency Solutions Grants and HOME Investment Partnerships programs.
HUD	U.S. Department of Housing and Urban Development.
Indirect Cost	A cost incurred for common or joint objectives that cannot be readily assigned to a single cost objective.
PII	Personally Identifiable Information.
Proposition 26 / Proposition 218	California constitutional provisions (Articles XIII C and XIII D) governing fees, charges, and assessments.
RFP	Request for Proposals.
SGMC	South Gate Municipal Code.
Shall / Must	Indicates a mandatory requirement; failure to comply may result in proposal rejection.
Should / May	Indicates a recommended or permissible, but not mandatory, item.
User Fee Study	The analysis determining the full cost of fee-based services and recommending cost-recovery levels and fee amounts.

14. General Terms and Conditions

The City reserves the broad rights customary in municipal procurement, including the rights to: reject any or all proposals; waive minor irregularities; modify, postpone, or cancel any part of the solicitation; request clarification or additional information; negotiate final terms with the selected Proposer; make no award; reject proposals that appear unrealistic or that demonstrate an inability to perform; and decline to reimburse any proposer for costs incurred in preparing or presenting a proposal. The exercise of any of these rights shall not create liability to any Proposer.

15. Legal and Policy Compliance

The Consultant shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including the South Gate Municipal Code and the City's purchasing rules. Work funded in whole or in part by federal awards shall comply with the Uniform Guidance (2 CFR Part 200). Recommendations affecting fees and charges shall be consistent with California Constitution Articles XIII C and XIII D (Propositions 26 and 218). Methodologies and recommendations are advisory; legal opinions remain the responsibility of the City Attorney, and audit determinations remain the responsibility of the City's independent auditor and applicable grantor agencies.

16. Solicitation Terms and Conditions

- The City may alter, amend, modify, or withdraw any portion of this RFP at any time prior to award if determined to be in the City's best interest. No Proposer shall have any claim against the City by reason of such withdrawal or alteration.

- The City may request clarification of any proposal term and require additional information to evaluate responsiveness and responsibility.
- The City may contact references, interview other clients of the Proposer, and obtain information from any source pertinent to the evaluation.
- The extent of documentation required from Proposers shall be commensurate with the size and complexity of the contract. If the City determines the information submitted is insufficient to establish responsibility, the City may request additional information or deem the proposal nonresponsive.
- The City may waive informalities and minor irregularities when in the City's best interest, and may reject any or all proposals prior to award without liability.
- The City Manager's determination of a Proposer's responsibility, for purposes of this RFP, shall be final.
- Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to make multiple awards if in the City's interest.
- The City is not obligated to accept the lowest-priced proposal but will award in the best interests of the City after all factors are evaluated pursuant to South Gate Municipal Code (SGMC) § 1.54.320 et seq.
- If only a single responsive proposal is received, the City may extend the proposal acceptance period and/or conduct a cost analysis. Conducting such analysis does not obligate the City to accept the proposal, and the City may reject it if not in the City's best interest.
- Any irregularities or ambiguities in this RFP should be brought to the attention of the Administrative Services Department (Purchasing Division) as soon as possible so that addenda may be issued.
- Proposals must include all proposed terms and conditions the Proposer wishes considered, including any warranties, licenses, or contract terms. Omission of such documents may render a proposal nonresponsive. No alteration or variation of a proposal shall be considered unless authorized by addendum issued by the City.
- Proposals that appear unrealistic in their technical commitments, reflect a lack of understanding of the scope, or otherwise demonstrate an inability to perform may be rejected.
- Proposals may be withdrawn by written notice received prior to the due date and time.
- Prices must be arrived at independently, without collusion or consultation with any other Proposer. Collusion or anti-competitive conduct may result in disqualification and possible referral for legal action under the Public Contract Code.
- No attempt shall be made to induce any person or firm to refrain from submitting a proposal or to submit a noncompetitive proposal. All proposals must be submitted in good faith and without collusion.
- Prices offered constitute an irrevocable offer for the term of the contract and any extensions, valid for at least ninety (90) days following the proposal due date.
- The City shall not be liable for any costs incurred by Proposers in preparing or submitting proposals; all such costs are the sole responsibility of the Proposer.

- The City is not responsible for any advice or technical assistance provided to a Proposer by City staff or representatives. It is the Proposer's sole responsibility to prepare and submit a complete proposal.
- All proposals and related materials submitted to the City become records of the City and may be subject to public disclosure under the California Public Records Act (Government Code § 7920.000 et seq.). The City alone determines whether, and to what extent, any record is subject to disclosure or is exempt. A proposer's designation of material as "confidential," "proprietary," or "trade secret" is not binding on the City and does not, by itself, prevent disclosure. Blanket designations, or designations covering entire proposals or whole pages, will not be honored; any claim of exemption must be narrowly limited to specific information and must cite the legal basis for the exemption.
- If a proposer wants to prevent disclosure of specifically identified material, the proposer must, at its sole expense, seek and obtain a protective order, injunction, or other judicial relief directing the City to withhold that material. The burden of obtaining and defending such relief rests entirely on the proposer, not the City. The City has no obligation to initiate, fund, join, or defend any action to withhold a proposer's information, to assert exemptions on a proposer's behalf, or to incur any cost or delay in doing so, except as required by law.
- The City will comply with a valid court order that restrains release of identified material. Absent such an order, the City may release records it determines are disclosable, in its sole discretion and without liability, and the proposer waives and releases the City from any claim arising from that disclosure. A proposer that designates material as confidential or exempt, or that requests the City to withhold material, agrees to defend, indemnify, and hold the City harmless from any and all claims, costs, and fees (including attorney's fees) arising from that designation, from the City's withholding of material at the proposer's request, or from any challenge to such withholding.
- All proposals shall otherwise remain confidential until completion of the evaluation and negotiation process, except as the City determines disclosure is required by law.
- If subcontractors are used, the proposal must identify them and their scope of work; each subcontractor must agree in writing to the same terms and conditions as the Proposer.
- Contractors using subcontractors shall provide proof of payment to subcontractors upon request and in accordance with SGMC § 1.54.460 and the California Labor Code.
- Proposers must disclose any actual or potential conflict of interest pursuant to SGMC § 1.60.010 and California Government Code § 1090 et seq., and must disclose any prior or pending litigation, contract defaults, or disciplinary actions within the past five (5) years. Failure to disclose may result in disqualification.
- In the event of conflict between documents, the order of precedence shall be: (1) the executed Agreement; (2) addenda and City-issued clarifications; (3) this RFP; (4) the Proposer's accepted proposal.
- The order of precedence is fixed and is not subject to negotiation. The City will contract only on its standard Professional Services Agreement. A Proposer's own standard, preprinted, referenced, click-through, or online terms and conditions are not incorporated into the Contract, do not modify or supersede the City's Agreement, this RFP, or any addenda, and have no effect unless expressly accepted in writing by the City. Neither the submission of such terms with a

proposal nor the City's acceptance of a proposal constitutes acceptance of those terms. A proposal conditioned on the City adopting the Proposer's terms, or on reordering the precedence above, may be deemed nonresponsive.

- The City will not be bound by any oral communication or information provided outside the official process unless confirmed in writing by the City's Authorized Representative.
- Contracts resulting from this RFP are not effective until approved and executed by the City Manager or designee and, where required, by the City Council in accordance with SGMC § 1.54.380. Contracts that exceed the thresholds established in the City's Purchasing Policy are subject to City Council approval and must be executed by the City Manager pursuant to SGMC § 1.54 et seq.
- The City is exempt from Federal, State, and Local excise taxes.
- Execution of the Proposal Certification and Signature Page constitutes acknowledgment of and agreement to all terms and conditions of this RFP and the City's Purchasing Ordinance.
- Misrepresentations in a proposal may constitute cause for rejection, or for termination of any resulting contract, under California law.
- No public announcement of contract award shall be made without prior written authorization from the City Manager or designee.

17. Contract Terms and Conditions

1. Prime Contractor Responsibility

The Awarded Contractor shall be the sole point of contact with the City for all contractual obligations. The City will look solely to the Awarded Contractor for performance and will not be responsible for the acts or omissions of subcontractors. Use of subcontractors shall not relieve the Awarded Contractor of any obligation under the Contract.

2. Insurance Requirements

The Awarded Contractor shall, at its sole cost, procure and maintain for the duration of the Contract insurance acceptable to the City's Risk Manager. Insurers shall be admitted in California and rated A:VII or better by A.M. Best, unless otherwise approved in writing. Required coverages: (a) Workers' Compensation as required by the California Labor Code, with Employer's Liability of not less than $1,000,000; (b) Commercial General Liability of not less than $1,000,000 per occurrence and $2,000,000 aggregate, naming the City and its officials, officers, employees, and agents as additional insureds on a primary and non-contributory basis; (c) Automobile Liability, if applicable, of not less than $1,000,000; (d) Professional Liability (Errors and Omissions) of not less than $1,000,000 per claim and $2,000,000 aggregate, with a three (3) year extended reporting period if written on a claims-made basis; and (e) Cyber Liability/Data Breach coverage of not less than $1,000,000, which shall apply because the Consultant will receive, store, process, or transmit nonpublic City data (including financial, payroll, or grant data). Each policy shall provide thirty (30) days' written notice of cancellation or material change (ten (10) days for non-payment). Any self-insured retention or deductible must be disclosed and is subject to written approval by the City's Risk Manager. The procuring of insurance shall not be construed as limiting the Contractor's liability under the Contract. The City reserves the right to require certified copies of policies and endorsements at any time. Subcontractors shall maintain

insurance meeting these same requirements, as applicable to their work, and the Contractor shall obtain and retain proof of such coverage.

3. Data Protection and Residency

All primary systems and data shall be hosted and processed within the continental United States. No City data shall be stored or transmitted outside the United States without the City's prior written consent. The Contractor shall comply with applicable privacy, cybersecurity, and breach-notification laws and maintain controls consistent with industry practice, as further described in Section 7.11.

4. Business License Requirement

Pursuant to South Gate Municipal Code § 2.08.040, any business conducting operations within the City must obtain a City of South Gate business license. Verification of a valid business license shall be required before contract execution, and the license must be in place prior to commencing work. All associated fees are the sole responsibility of the Contractor.

5. Compliance with Law

All work shall comply with applicable federal, state, and local laws, including the California Labor Code, Government Code, Public Contract Code, South Gate Municipal Code, and the Uniform Guidance (2 CFR Part 200) where federal funds are involved.

6. Indemnification and Hold Harmless

To the fullest extent permitted by law, the Awarded Contractor shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officers, officials, employees, and agents from and against any and all claims, damages, losses, liabilities, expenses, or costs (including attorney's fees) arising out of or alleged to arise out of the performance of work under the Contract, except for the sole negligence or willful misconduct of the City. This obligation shall survive termination or expiration.

7. Defense Obligation

In addition to indemnification, the Contractor shall, at its own expense, defend the Indemnified Parties by legal counsel acceptable to the City. The duty to defend is separate from and independent of the duty to indemnify.

8. Right to Audit

The City, its designated representatives, or any authorized governmental agency shall have the right to audit, inspect, and copy all books, records, electronic data, and other materials relevant to the Contract, whether held by the Contractor or its subcontractors, during normal business hours, and maintained for a minimum of three (3) years after final payment or contract termination, whichever is later. Where federal funds are involved, the Contractor shall comply with the access-to-records requirements of 2 CFR Part 200.

9. Contract Payment

The City shall issue payment based upon services rendered and invoiced in accordance with the approved Fee Schedule. Payment will be made within sixty (60) calendar days following receipt of a complete and undisputed invoice. Invoices must include sufficient detail to reconcile work performed with the approved pricing structure. Billing in arrears by milestone or component is acceptable.

10. Subcontractors

If subcontractors are used, the Contractor shall ensure each agrees in writing to comply with all applicable insurance, licensing, data-protection, and indemnification provisions and shall remain fully

responsible for subcontractor performance. The Contractor shall provide proof of payment to subcontractors upon request and in accordance with SGMC § 1.54.460 and the California Labor Code.

11. Prevailing Wages

This professional consulting engagement is not anticipated to constitute a "public work" under California Labor Code §§ 1720 et seq. If any portion of the work is later determined to be a public work, the Contractor and its subcontractors shall comply with all applicable prevailing wage and Department of Industrial Relations requirements.

12. Termination and Non-Assignment

The City may terminate the Contract for convenience upon thirty (30) days' written notice or for cause as specified in the Professional Services Agreement. The Contractor shall not assign, delegate, or transfer any interest in the Contract without the City's prior written consent.

13. Independent Contractor Status

The Awarded Contractor and its personnel are independent contractors and not employees of the City, with no authority to bind the City except as expressly stated in the executed Agreement.

14. Governing Law and Venue

The Contract shall be governed by California law. Venue for any dispute shall lie exclusively in the Superior Court of California, County of Los Angeles.

15. Attorneys' Fees

In any action to enforce the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

16. Entire Agreement and Order of Precedence

The Contract shall consist of the City's RFP (including addenda), the Contractor's accepted proposal, and the executed Professional Services Agreement. In case of conflict, the order of precedence shall be: (1) the executed Agreement; (2) addenda and City-issued clarifications; (3) this RFP; (4) the Contractor's accepted proposal. This order of precedence is fixed and is not subject to negotiation. The Agreement is the City's standard Professional Services Agreement. The Contractor's own standard, preprinted, referenced, click-through, or online terms and conditions are not part of the Contract and have no force or effect unless a specific term is expressly accepted in writing by the City; any term so accepted shall rank lowest in the order of precedence and shall not displace items (1) through (3). No oral communication shall modify the Contract.

17. Ownership of Work Product

All final reports, models, schedules, templates, and work products developed under the Agreement shall be the property of the City upon final payment, subject to any limitations negotiated in the final agreement. Models and schedules shall be delivered unlocked and maintainable by City staff.

18. Survival of Obligations

All obligations regarding insurance, indemnification, defense, confidentiality, data protection, audit access, ownership of work product, and compliance with law shall survive termination or expiration of the Contract.

18. Protest Procedures

Who May Protest. Only a Proposer who has submitted a proposal in response to this RFP may file a protest. A Proposer may not rely on a protest submitted by another Proposer and must pursue its own protest to preserve any rights.

Time for Protest. The City will issue a written Notice of Intent to Award to all proposers at least ten (10) business days prior to City Council consideration or administrative award. A Proposer wishing to protest must do so within five (5) business days of the notification of intent to award, received by the City Purchasing Division no later than 5:00 p.m. on the fifth (5th) business day. It is each Proposer's sole responsibility to provide and maintain current and accurate contact information, including a valid email address. The City is not responsible for a Proposer's failure to receive notice for any reason, including outdated contact information, spam filters, or technical issues. Upon posting of the Notice of Intent to Award, the City's internal evaluation or selection memorandum will be made available for inspection by Proposers requesting to review the basis for award.

Form and Filing. All protests must be in writing, signed by an individual authorized to bind the Proposer, and addressed to the City Purchasing Division at procurement@sogate.org. The protest must include the Proposer's legal name, address, email, and phone; the RFP title and number; a complete and detailed statement of the grounds, including all relevant facts, legal authorities, and supporting documentation; and specific reference to the portions of the RFP or applicable law on which the protest is based. Once received, no additional documentation will be accepted unless specifically requested by the Purchasing Division.

City Review and Response. The Purchasing Division, in consultation with the City Attorney's Office and the responsible Department, shall review the protest and issue a written determination within five (5) business days of receipt. The written decision constitutes the City's final administrative determination. If the matter requires City Council approval, the Council will consider the protest at the same meeting at which the award is presented, and the Council's decision shall be final and conclusive.

Limitation of Remedy. These procedures and timelines are mandatory and provide the sole and exclusive administrative remedy. Failure to file a timely or properly formatted protest waives any right to further challenge or contest the procurement decision, including the filing of any claim under Government Code § 910 et seq. or the pursuit of judicial review. No award shall be delayed solely by the filing of a protest unless the City determines that doing so is in its best interest.

19. Required Forms and Certifications

The following forms must be completed, signed, and submitted with the proposal. A working tool is provided as separate formula-driven Excel attachment: the Cost Proposal (which proposers must complete and submit).

City of South Gate

Conflict of Interest Certification Form

The undersigned, having examined all RFP documents for the Comprehensive Cost Allocation Plan, Federal Grants Cost Recovery Review, and Citywide User Fee Study, certifies on behalf of the proposer and its officers, employees, agents, and subcontractors that:

- No officer, employee, or elected official of the City has any financial or other interest, direct or indirect, in the proposer's business, nor shall any such person have such interest during the term of any resulting contract.
- The proposer has disclosed below any relationships or circumstances that may present an actual or potential conflict of interest under applicable law, including California Government Code §§ 1090 and 87100 et seq.
- The proposer shall promptly disclose in writing any potential or actual conflict of interest arising after this certification.
- The proposer acknowledges that City contracts are public instruments and that all decisions must be made in the public interest.

☐ No known conflicts of interest exist.

☐ Potential conflicts are described below (attach additional pages if necessary):

Firm Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

By signing above, I certify under penalty of perjury that the foregoing is true and correct and that no improper relationships or interests exist that would prevent fair and impartial contracting with the City of South Gate.

City of South Gate

Proposal Certification and Signature Form

The undersigned submits this proposal and certifies, on behalf of the firm named below, that:

- The proposer has read and understood all RFP documents, including any addenda issued by the City.
- The proposer agrees to all terms, conditions, and requirements in the RFP and the City's standard Professional Services Agreement.
- All information provided is true, complete, and accurate to the best of the signer's knowledge.
- The proposer is duly authorized to conduct business in the State of California and to perform the services described.
- The proposal shall remain valid for ninety (90) days following the proposal due date.
- The signer has legal authority to bind the firm contractually.

Legal Name of Firm: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Email: _____

Tax ID Number: _____

Type of Business Entity (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Limited Liability Company

☐ Other: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

City of South Gate

Non-Collusion Affidavit Form

I, _____, declare under penalty of perjury under the laws of the State of California, pursuant to California Code of Civil Procedure § 2015.5, that I am _____ [title] of _____ [firm], the party submitting the attached proposal to the City of South Gate, and that:

- The proposal is genuine and not a sham or collusive proposal.
- No person or firm has agreed with any other proposer to submit a sham proposal, to refrain from proposing, or to fix or inflate proposal prices.
- No attempt has been made to induce any other person or firm to refrain from submitting a proposal or to influence the content of another's proposal.
- All statements in this proposal are true and made under penalty of perjury.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Cost Proposal (Fee Schedule)

The Cost Proposal is provided as a separate Excel attachment to this RFP ("Attachment – Cost Proposal"). Proposers must complete and submit that Excel file; pricing submitted in any other format may be deemed nonresponsive.

The Cost Proposal requires separate, component-level pricing. Each price is a fixed not-to-exceed amount unless otherwise noted. Component A and Component B are priced as base components; Component C (Optional On-Call Implementation Support / Additional Services) is itemized separately and billed only if authorized in writing by the City. The workbook also includes an Hourly Rate Schedule by staff classification for optional and additional services. All pricing shall be inclusive of expenses unless reimbursables are separately itemized and capped, and proposers shall state all assumptions, exclusions, and City responsibilities on which the pricing depends.

Proposer Checklist

Use this checklist to confirm all required components are included. Provide a page reference for each item.

Required Item	Included	Page Ref.
1. Cover Letter signed by an authorized officer; identifies firm, servicing office, and acknowledges addenda.	☐	
2. Table of Contents following RFP order.	☐	
3. Firm Profile and Experience (California public-agency clients; federal grants experience if proposing on Component A).	☐	
4. Technical Response addressing each Scope area in Section 7, by component.	☐	
5. Project Approach and Work Plan, by component.	☐	
6. Staffing Plan with resumes; if proposing on Component A, identifies who performs the federal grants cost recovery review.	☐	
7. Project Schedule distinguishing the components.	☐	
8. Customer Service and Escalation Plan.	☐	
9. Completed Proposal Questionnaire (Section 9, subsections A–H).	☐	
10. Cost Proposal completed and submitted on the City-provided Excel attachment, with separate component-level pricing.	☐	
11. References — minimum of three (3) California public-agency clients with contact details.	☐	
12. Legal and Contract Exceptions identified, or stated "None."	☐	
13. Conflict of Interest Certification (completed and signed).	☐	
14. Proposal Certification and Signature Page (completed and signed).	☐	
15. Non-Collusion Affidavit (completed and signed or declared under penalty of perjury).	☐	
16. Acknowledgment of all addenda.	☐	
17. Cybersecurity / data-protection summary (Section 7.11) and U.S.-based data residency confirmation.	☐	
18. Business License acknowledgment (will obtain prior to contract execution).	☐	
19. Three (3) printed copies (one signed original) and one (1) electronic PDF submitted by the deadline.	☐	

PROPOSAL FOR A COST ALLOCATION PLAN AND USER FEE STUDY

RFP NO. FIN-2027-01

SEPTEMBER 3, 2026

SOUTH GATE, CALIFORNIA

MATRIX
CONSULTING GROUP

MATRIX CONSULTING GROUP

Luis Frausto, Director of Administrative Services
City of South Gate
8650 California Avenue
South Gate, CA 90280

Dear Mr. Frausto,

Matrix Consulting Group is pleased to submit our proposal for the City of South Gate's citywide user fee study, full cost allocation plan (CAP), federal grants cost recovery review (OMB), and optional implementation support and services. Based on our review and understanding of the issued Request for Proposals and addenda, our approach reflects the experience, technical expertise, and added value our team brings to meeting the City's needs.

The City seeks to evaluate its current fee structure, determine whether existing fees reflect the full cost of service, and develop a legally justifiable cost-of-service plan that supports fiscal sustainability and equitable cost recovery. The engagement will also include preparation of a full cost allocation plan to support fully burdened hourly rates, as well as a 2 CFR Part 200-compliant indirect cost plan designed to strengthen the City's recovery of costs from federal grants and reduce the risk of future audit findings.

Since 2003, our firm has conducted cost-of-service analyses and developed cost-recovery frameworks for public agencies across California, including recent samples of Southern California engagements with Carson, Cerritos, Glendale, Glendora, Hawaiian Gardens, and Santa Clarita.

Matrix Consulting Group distinguishes itself through the combined operational and financial expertise of our project team. Our staff understands both the service and process assumptions that drive municipal service costs and the cost allocation methodologies used to identify and distribute organization-wide and indirect costs. This enables us to develop practical, defensible recommendations that improve transparency, support cost recovery, and provide lasting value to our clients.

We will provide all services for this project from our Irvine office. We acknowledge receipt of issued addenda.

As the firm's President, I am authorized to represent the firm in all contractual matters and to attest to the truth and accuracy of all information included in our proposal. Khushboo Ingle, a Vice President in our Financial Services Practice, can provide any additional information needed during the proposal evaluation period and may be reached at the address and phone number below, or via email at kingle@matrixcg.net.

ALAN D. PENNINGTON
President, Matrix Consulting Group, Ltd

MATRIX CONSULTING GROUP
1875 S Grant Street, Suite 960
San Mateo, CA 94402
650.858.0507

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FIRM PROFILE AND EXPERIENCE

Matrix Consulting Group, Ltd. is a management consulting firm that provides quality analytical assistance to local and state governments. The history and composition of our firm are summarized below:

- Our headquarters are in San Mateo, California, with a satellite office in Irvine. Additionally, we have offices and staff located throughout the country (in 19 states) and one in Canada. The project team will serve the City out of its Irvine office.
- We are incorporated in California and can obtain a City of South Gate business license.
- We are an independent firm with nine (9) shareholders, all of whom are employees of the firm. We have one wholly owned subsidiary, MCG Consulting Solutions, dedicated to the Canadian market.
- We comprise 34 full-time and seven part-time management consultants who specialize in analyzing local government functions across a broad range of operational areas. We have a dedicated team of financial services professionals.
- Since our founding in 2003, we have worked with over 2,000 government agencies, conducting cost-of-service and management studies and recommending operational improvements and cost recovery.

Matrix Consulting Group's market and service focus has always been financial, management, staffing, and operations analysis for local government. The following outlines the core financial services provided by our firm:

Full Cost Plans	**User Fee Studies**
OMB 2 CFR Part 200 Cost Plans	Development Impact Fee Studies
Indirect Cost Rate Proposals	Fully Burdened Hourly Rates
Internal Service Fund Analyses	CIP Overhead Allocation

No other firm better understands how public agencies operate or how to help them thrive.

FINANCIAL STABILITY

Matrix Consulting Group has been financially sound since its founding in 2003. As a small firm, we are not required to have audited financials. However, we do use a certified public accounting firm (Eide-Bailly) to review our financials and file our annual tax returns.

To demonstrate our financial capability, the table below presents summary financial statements for fiscal years 2023-2025, certified by our Chief Financial Officer and Board of Directors.

	2023	2024	2025
Total Income	**$6,584,904**	**$8,207,447**	**$8,693,488**
Administration	$1,117,017	$1,452,150	$1,594,708
Client Travel	$103,517	$143,246	$187,749
Non-Client Travel	$121,503	$135,385	$151,387
Personnel	$5,208,567	$5,950,571	$6,479,000
Total Expenses	**$6,550,604**	**$7,681,352**	**$8,412,844**
Net Income	**$34,300**	**$526,095**	**$280,644**

Our firm can also attest to its strength by the following facts:

- We have no debt; we maintain a line of credit solely for fiscal-year transitions.
- We have a full array of employee benefits, including medical premiums for employees and dependents. We also provide a fully corporate-sponsored retirement plan.
- We pay all of our invoices in 30 days.

COST ALLOCATION AND USER FEE CALIFORNIA PUBLIC AGENCY EXPERIENCE

The table below provides an overview of the studies provided for California public agencies over the last five years with similar scopes of work as requested by the City of South Gate:

Jurisdiction	User Fee	Full Cost Plan	OMB-Compliant Cost Plan
Adelanto	X		
Agoura Hills	X	X	
Banning, CA	X		
Bay Area AQMD	X		
Belmont	X		
Benicia	X		
Berkeley	X		
Big Bear Lake	X	X	X
Brisbane	X		
Burbank	X		
Burlingame	X	X	X
Butte County	X		
Calimesa	X	X	X
Camarillo	X		
Carson	X	X	
Central Marin Fire	X		
Cerritos	X		
Chico	X		
Chula Vista		X	X
Coastside FPD	X		
Cupertino	X	X	
Daly City	X	X	
Davis	X		
Dixon	X		
Dublin	X	X	X
East Bay Regional Park District	X	X	X
East Palo Alto	X	X	X

Jurisdiction	User Fee	Full Cost Plan	OMB-Compliant Cost Plan
El Dorado Hills CSD		X	
Fort Bragg		X	X
Fremont	X		
Glendale	X		
Glendora	X	X	
Greater Vallejo Rec District	X		
Loomis	X		
Los Altos,	X	X	
Los Altos Hills	X	X	
Malibu	X	X	
Menifee	X	X	X
Orange	X	X	
Poway	X		
Rancho Santa Margarita	X		
Redlands	X	X	
Redwood City	X	X	X
Richmond		X	X
Rim of the World Parks & Rec District	X		
Riverside		X	X
Rolling Hills Estates	X		
Sacramento County	X		
Sacramento Regional Transit District		X	X
San Bernardino County FPD	X		
San Clemente	X		
San Diego APCD	X	X	X
San Juan Bautista	X	X	X
San Luis Obispo County	X		
San Mateo County Fire Department	X		
San Mateo	X		
San Ramon	X	X	
Santa Barbara APCD	X		
Santa Clara County	X		
Santa Clarita		X	
Santa Cruz Resource Mgmt.	X		
Santa Cruz	X		
Santa Monica	X		
Saratoga	X	X	
Sonoma County FPD	X		
Sonoma Valley FPD	X		
Sonoma	X	X	
South San Francisco	X	X	X
Stockton	X		
Sunnyvale		X	X
Tehama County	X	X	
Thousand Oaks	X	X	X
Walnut Creek	X	X	
West Sacramento	X		
Woodside FPD, CA	X		

In addition to the references provided later in this proposal, we can provide project details and sample deliverables for any of the projects listed above upon request.

TECHNICAL RESPONSE

The City's requested scope brings together three complementary components: a citywide user fee study, a full cost allocation plan, and a federal grants cost recovery review (or an OMB-compliant 2 CFR Part 200 review). While each requires a distinct analytical approach, all three depend on a strong understanding of municipal operations, cost allocation, and defensible cost recovery. Our experience performing these analyses allows us to provide a coordinated approach that reflects both the City's full cost of service and the specific requirements governing federal cost recovery.

Cost Allocation Plans. We prepare Full Cost and OMB-compliant plans side by side, allowing clients to understand both the full cost of providing services and the portion of those costs that may be claimed under federal rules. Since a 2 CFR Part 200 plan imposes more restrictive requirements, we identify and classify allowable and unallowable costs separately and ensure those distinctions are appropriately reflected in each plan. Our teams evaluate Finance, Human Resources, Purchasing, and other functions down to the task level, helping staff estimate time at the daily, weekly, monthly, or annual level. We allocate facilities maintenance, fleet, information technology, and other functions, whether they reside in the General Fund or an internal service fund, and we reconcile those funds as part of the analysis. We also distinguish between standard practice and more aggressive allocation options, while ensuring the OMB-compliant plan remains consistent with federal cost principles and documentation requirements. Results are presented clearly to staff, councils, boards, and subcommittees.

User Fee and Cost of Service Studies. We comprehensively evaluate user fees across Community Development, Parks and Recreation, Administrative Services, Public Works, Police and Animal Control, and the City Clerk. Our experience allows us to identify the policy and structural issues that commonly arise in fee studies, including selecting the appropriate fee metric, determining when deposits or flat fees are most appropriate, evaluating resident and non-resident pricing, and aligning fee structures with the level and type of service provided. We also benchmark against neighboring agencies to provide market context, while recognizing that comparable fee titles may reflect very different services, staffing assumptions, and cost bases. Comparative data helps inform policy decisions, but it never substitutes for an agency's own cost of providing service.

Our work follows OMB cost allocation guidelines, GAAP, and GFOA best practices on cost recovery, and complies with California requirements including Propositions 218 and 26 and Government Code sections 66014 and 66016.

COST ALLOCATION APPROACH

Our firm has extensive experience developing Full Cost and federally compliant Cost Allocation Plans for municipalities and other public agencies. Our approach goes beyond simply distributing costs; we work collaboratively with client staff to understand how central services support the organization, develop defensible allocation methodologies, and ensure costs are assigned consistently, transparently, and in accordance with applicable federal requirements and industry best practices. The following table outlines our project approach.

Kickoff & Data Collection

We meet with designated City staff to launch the study, confirm goals and objectives, and issue an initial data request covering budgeted and audited expenditures, personnel, the organizational chart, chart of accounts, and prior revenue and study reports. Where data gaps exist, we identify the best available source and document every assumption so the resulting analysis remains transparent and defensible. We also discuss the tradeoffs among a central services plan, an indirect cost rate approach, and department-level schedules to recommend the structure that best fits the City.

Interview Staff & Gather Allocation Metrics

We review the City's fund and organizational accounting structure to determine which departments and services to allocate, then meet with each central service department to develop allocation bases that reflect the actual level of effort. Where an existing basis is not well supported, we recommend a stronger measure, such as headcount, expenditures, transaction counts, or square footage, that can be updated each year using available data. At this stage, we also request the specific metrics needed, including purchase orders, invoices, and square footage per facility.

Review Draft Allocation Metrics

Using the services and metrics identified in the prior task, we compile allocation-statistics workbooks and review the initial results with each central service department. We verify with Finance that the statistics are assigned to the correct fund and department and that the resulting percentages fairly reflect the support each function provides. This detailed review is critical to a defensible plan and to ensuring departmental and City staff are comfortable with the allocation metrics and support.

Draft Full Cost Allocation Plan

Once departments agree on the appropriate metrics and allowable indirect costs, we allocate costs to each benefiting department, operating unit, or fund. We customize the model so its methodologies and assumptions align with federal regulations and generally accepted accounting principles, then deliver the draft results to staff in Excel before preparing the draft report.

Finalize Cost Allocation Plan

After the central service departments and Finance review and approve the draft, we finalize the plan and report. Deliverables include a full report with all detailed allocation, cost, and summary schedules plus supporting narrative, and an Excel summary schedule for ease of calculation and incorporation into City documents. We also remain available to help defend the plan in the event of an audit or other challenge.

Draft OMB-Compliant Allocation Plan

Building on the Full Cost Plan, we will develop a federally compliant Central Service Cost Allocation Plan consistent with 2 CFR Part 200 and Appendix V requirements for state and local governments. The plan will use audited actual expenditures, exclude costs that are unallowable for federal recovery, and apply reasonable, supportable allocation bases. Where needed to support grant recovery, we will also prepare applicable indirect cost rate proposal documentation consistent with Appendix VII.

Finalize OMB Plan

We incorporate any revisions from the draft into the final OMB report, which delivers a citywide OMB-compliant indirect cost rate for use in grant and state-funded reimbursement. We then assist the City in certifying the plan through the appropriate governing agencies, so its indirect costs remain claimable under State-mandated cost and grant reimbursement programs.

Implementation Support & Tools

For both the Full Cost and OMB plans, we provide the documentation and final Excel models C that City staff need to maintain and update the analyses in future years, including the supporting workbooks, the selected allocation bases, and the rationale for them. We deliver a user guide and conduct a training session covering how to read the reports, update the data, and apply the Full Cost versus OMB results for different cost recovery purposes, and we remain available after project completion as staff begin using the tools independently.

Deliverables

1. Full Cost Allocation Report
2. OMB-Compliant Allocation Report
3. Model(s) and supplemental materials

Our project team members are well-versed in best management practices from the Government Finance Officers Association (GFOA) related to cost allocation and indirect cost recovery, as well as applicable federal requirements under 2 CFR Part 200. We apply these principles to develop allocation methodologies that are reasonable, consistent, well-documented, and defensible.

FEE STUDY APPROACH

Our firm also has extensive experience conducting cost-of-service studies and developing user fee schedules for municipalities and other public agencies. Our approach goes beyond just the calculation of fees; we work collaboratively with client staff to understand services end-to-end, build defensible cost models, and develop fee structures that are equitable, transparent, and aligned with the agency's fiscal and community goals.

Service Identification & Fee Schedule Development

We work with department staff to inventory all fee-bearing services and translate findings into a logical, user-friendly fee schedule. We evaluate current fee organization, identify opportunities to simplify or consolidate, and select the most appropriate fee metrics including valuation, square footage, flat fees, deposits, and tiered structures.

Time Assumption Development

We facilitate structured conversations with frontline staff and managers to document service delivery time from intake through final approval or inspection. Assumptions account for process complexity, routine vs. exception-based workflows, and the time impacts of transitions to digital platforms or new permitting systems.

Full Cost Calculation

Cost models capture fully burdened hourly rates (salaries, benefits, overhead), direct costs (materials, technology, contracted services), and indirect cross-departmental costs from Finance, HR, IT, Legal, and executive leadership, ensuring no recoverable cost is left unaccounted for.

Cost Recovery Policy Development

We develop policies that articulate cost recovery goals and objectives, establish consistent fee-setting standards across service categories, and define exceptions where below-cost recovery is appropriate, such as services with significant public benefit or equity considerations. These policies ensure future updates follow an approved, defensible methodology.

Cost Recovery Options & Community Impact

We present a range of recovery scenarios with fiscal and community impact analysis side by side, for example incentives such as reduced or waived fees for affordable housing and other priority development types, and subsidy strategies that balance fiscal responsibility with broader policy objectives.

Stakeholder Presentation & Engagement

We prepare audience-specific materials and facilitate presentations for department directors, finance staff, elected officials, and the development community. Peer agency fee comparisons provide context, and our approach supports transparent, constructive dialogue between staff and stakeholders throughout the process.

Legal Framework & Compliance

User fees in California are governed by Propositions 218 and 26, which together require that fees not exceed the reasonable cost of the service provided and prohibit using fee revenues for unrelated purposes. Proposition 26 places the burden on the agency to demonstrate a charge qualifies as a legitimate fee. We incorporate all required notice, protest, and adoption procedures, confirm the cost-of-service nexus, and flag state-specific considerations including enterprise fund restrictions and Proposition 26 classification risk for client legal counsel review.

Deliverables

1. User Fee Report; including cost recovery guidelines & policy recommendations
2. Master Fee Schedule
3. Model(s) and supplemental materials

Our project team members are well-versed in Government Finance Officers Association (GFOA) best practices for cost recovery and user fee administration, as well as applicable state and local legal requirements.

PROJECT APPROACH AND WORK PLAN

PROJECT APPROACH

Every project is unique, but we manage it using the following essential approach: Our firm's project management and quality control are grounded in proven practices that balance technical objectivity with client collaboration. By combining data-driven analysis, interactive engagement, and subject-matter expertise, we ensure that each project is both accurate and responsive to organizational needs. While every project is unique, each is managed according to the following values:

- Jurisdiction-specific **Data-Driven** analysis providing objective, transparent foundations for decision-making.
- **Collaborative Interactions** ensure that staff expertise is reflected in process assumptions and that stakeholder input is appropriately recognized.
- Over 20 years of **Technical Expertise** relating to federal and state regulations associated with cost analysis, as well as best management practices for cost recovery.
- **Quality Control** is paramount, ensured through detailed project planning, defined responsibilities, and regular client reviews. This is achieved by validating financial analyses by tying expenditure data to budget documents and cross-checking metric workloads with published reports.
- **Knowledge Transfer** is a critical component of our methodology, ensuring that staff gain a clear understanding of the study's process, outcomes, and impacts, while also building the capacity to evaluate options and implement recommendations effectively.

Our integrated approach combines analytical accuracy, collaborative practices, and technical excellence to create a comprehensive framework that delivers trustworthy outcomes, enhances team competencies, and facilitates the smooth translation of study results into actionable implementations—all while maintaining strict adherence to project schedules and budgets.

WORK PLAN

The following work plan outlines Matrix Consulting Group's detailed approach to completing the City's comprehensive cost recovery analysis. The engagement includes three integrated components:

1. Component A: Cost Allocation Plan and Federal Grants Cost Recovery Review
2. Component B: Citywide User Fee Study
3. Component C: Implementation Support and Optional Services.

Each component provides the City with transparent, defensible, and practical tools to support equitable cost allocation, appropriate cost recovery, and long-term implementation.

COMPONENT A: COST ALLOCATION PLAN AND FEDERAL GRANTS COST RECOVERY REVIEW TASKS

The City seeks to develop a Cost Allocation Plan to capture the indirect costs associated with direct programs and services. The plan's results will provide the City with direct and indirect costs for its service operations, facilitating the development of fully burdened hourly rates for staff positions. The following provides an overview of the tasks and deliverables for developing a full cost allocation plan.

TASK 1: KICKOFF / DATA COLLECTION

Matrix Consulting Group (project team) will meet with designated City staff to kick off the study and discuss key project goals and objectives. Following the kickoff meeting, the project team will provide the City with a list of initial data requirements for the study. This will allow our project team to review this information thoroughly in preparation for initial discussions with staff. A typical list of data collection items includes:

- Budgeted expenditures on a fund, department, and line-item basis.
- Audited actual expenditures on a fund, department, and line-item basis
- Copy of any prior cost allocation or user fee studies.
- List of all budgeted personnel by fund, department, and division.
- Organizational chart.
- Chart of accounts.
- Prior fiscal year revenue reports

The above list is just a sampling of the type of information that will be requested. Providing these items enables our project team to become familiar with the City's structure and current financial practices.

Where data gaps exist, the project team will work with the City to identify the best available source for developing reasonable assumptions. This may include obtaining raw data extracts from permitting or financial systems and organizing the information into a usable format; supplementing incomplete records with established standards or historical trends; and working with staff to develop documented best estimates when direct data is unavailable. All assumptions will be clearly documented so the resulting analysis remains transparent and defensible.

During this meeting, we will also discuss the advantages and limitations of a central services cost allocation plan, indirect cost rate approach, department-level schedules, or a combination of methods. As data is collected and reviewed, we will evaluate which structure best fits the City's organization, available information, and intended use of the results, then recommend the most appropriate approach.

TASK RESULT

Kickoff meeting and initial data collection list.

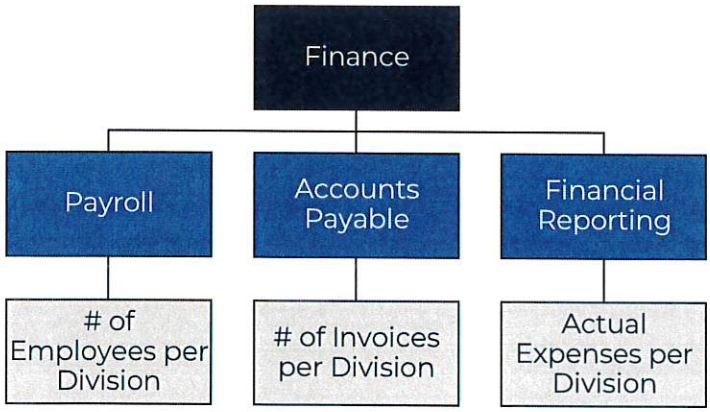
TASK 2: INTERVIEW STAFF AND GATHER ALLOCATION METRICS

The project team would review the City's budget and financial structure to identify which City departments and services to allocate. To structure a custom cost allocation model, our project team would perform the following:

- Review and discuss the accounting structure (at both the fund and organizational levels) based on budgeted expenditures to identify any anomalies from previous years.
- Identify and meet with specific central services departments to develop allocation bases and ensure that the plan reflects the following aspects:
  - Identify and document all current services provided by the City within the Cost Allocation Plan.
  - The allocation bases discussed reflect the current level of effort and are most relevant to the service being performed.

Where an existing allocation basis is not well supported, we will work with the City to identify a more appropriate measure that reflects how the service is provided and can be updated each year using available data. This may include items such as number of full-time employees, expenditures, transaction counts, square footage, or system users rather than relying on estimated percentages.

The following is a sample flowchart visually representing the discussion outcome; the first level is the central services department, the second level is the identified service category, and the third level is the basis by which costs will be allocated:



The points above provide examples of detailed and in-depth discussions that the project team will have with City departments involved in the cost allocation process. At this point, the team would contact each department and request specific allocation metrics, such as purchase orders, invoices, and square footage per facility.

TASK RESULT

Allocation metric requests from support departments.

TASK 3: REVIEW OF DRAFT COST ALLOCATION PLAN METRICS

Based on the units of service identified in Task 2 and the allocation metrics collected, the project team will compile allocation statistics workbooks for review with specific central service departments. These workbooks are intended to review the initial allocation-metric results gathered by the project team. The project team will verify with Finance that the statistics are allocated to the appropriate fund/department and that the resulting percentage accurately reflects the support provided by the accounts payable staff and function. This detailed review is critical to developing a defensible cost allocation plan. It also ensures that departmental and City staff are comfortable using the allocation metrics and support.

TASK RESULT

Draft allocation workbooks.

TASK 4: DRAFT FULL COST ALLOCATION PLAN

Once the central service departments and administrative functional areas agree on the appropriate allocation metrics for services and allowable administrative or other indirect costs, they allocate costs to each benefiting department, operating unit, or fund.

At this point, the project team will begin customizing the cost plan to ensure that the methodologies and assumptions comply with federal regulations and general accounting principles. The draft cost allocation plan results will be provided to staff in numerical format in Excel before developing a draft report.

TASK RESULT

Draft cost allocation (Excel results).

TASK 5: FINALIZE COST ALLOCATION PLAN

The project team will finalize the Cost Allocation Plan and report after central service departments and the Finance Department review and approve the draft cost plan. The final deliverables associated with the Cost Allocation Plan will be:

- **Cost allocation plan report:** This report includes all detailed allocation schedules, cost schedules, summary schedules, and narrative information regarding the central services included.
- **Excel summary schedule:** The full cost allocation plan results are in Excel format for ease of calculation, incorporation into city documents, and staff review.

This type of final work product ensures that information is available in various formats for City staff. The detailed report serves as backup documentation, whereas the Excel results can be input into budget documents. The project team will also consult with City staff to defend the Cost Allocation Plan in the event of an audit or other challenge.

TASK RESULT

Final cost allocation report.

TASK 6: STRUCTURE AND PREPARE DRAFT OMB COMPLIANT ALLOCATION PLAN

The City's Corrective Action Plan outlines the development of a federally compliant cost allocation plan (OMB plan). Once the Full Cost Allocation Plan is complete, the project team will begin developing and customizing the OMB Cost Plan to ensure methodologies and assumptions comply with Federal regulations and generally accepted accounting principles. The plan will conform to the cost principles formerly issued as OMB Circular A-87 and now codified at 2 CFR Part 200, Subpart E, and to the State Controller's Office Handbook of Cost Plan Procedures for California Counties and Cities, so that the City's indirect costs remain claimable under State-mandated cost and grant reimbursement programs.

The OMB-compliant Cost Allocation Plan will be prepared as a State/Local Governmentwide Central Service Cost Allocation Plan in accordance with Appendix V to 2 CFR Part 200. Where necessary to support individual City departments in recovering indirect costs from Federal or State grant programs, Matrix Consulting Group will also develop the applicable departmental Indirect Cost Rate Proposal documentation consistent with Appendix VII to 2 CFR Part 200.

- **Expenditures Allocated:** The OMB 2 CFR Part 200 must be based upon the most recent fiscal year's actual audited expenses.
- **Types of Services Included:** Services such as lobbying, legislative costs, and certain Treasurer costs cannot be included in the OMB 2 CFR Part 200 plan.

The draft 2 CFR Part 200 Cost Allocation Plan will provide clear documentation regarding the basis for allocations and the methodologies applied to achieve the plan's final result. The Draft OMB Cost Allocation Plan will be discussed and reviewed with each participating department and City staff to ensure appropriate metrics and expenditures have been included.

TASK RESULT

Draft OMB cost allocation (Excel results).

TASK 7: FINALIZE OMB PLAN

Any revisions or edits from the draft cost allocation study would be incorporated into the Final Cost Allocation study report, which would be presented to the City as deemed appropriate. It would include a

citywide OMB-compliant indirect rate, which will serve as the reimbursement from grants or state-funded projects.

The project team will assist the City in certifying the plan through the appropriate governing agencies so the City's indirect costs remain claimable under State-mandated cost and grant reimbursement programs.

TASK RESULT

Final OMB cost allocation report.

TASK 8: IMPLEMENTATION SUPPORT & TOOLS

For both the Full Cost and OMB-compliant plans, Matrix will provide the City with the documentation and tools needed to understand, maintain, and update the analyses after project completion. The final reports will document the central service functions included in each plan, the allocation bases selected, the rationale for those bases, and any weighting or other adjustments applied. We will also provide the supporting workbooks used to organize and aggregate source data, along with the final Excel models so City staff can update the analyses in future years.

To support implementation, we will provide a user guide and conduct a training session with designated City staff covering how to read the reports, update the supporting data, maintain the models, and understand when to use the Full Cost versus OMB results for different cost recovery purposes. The City may record the training for future reference, and our team will remain available after project completion to answer questions that arise as staff begins using the plans and tools independently.

TASK RESULT

Maintainable models, tools, and training materials

COMPONENT B: CITYWIDE USER FEE STUDY TASKS

The City intends to conduct a comprehensive fee study to align fees with current services and costs, ensuring compliance with existing state rules and regulations. The following tasks provide an overview of the level of detail utilized in the study.

TASK 1: DEVELOP A SCHEDULE OF CURRENT AND POTENTIAL FEES FOR SERVICE

The scope of this effort will be all user fees charged by the City. Consistent with the RFP's Scope of Services, the review will address every fee category in the City's current Master Fee Schedule. Current and potential fees will be identified and documented. The project team will work with staff to review current fee schedules in detail, line by line. This meeting is critical to ensuring staff can incorporate any updates or changes to the fee study based on code, regulations, staffing, processes, or technological changes. The focus of this meeting will be the following:

- **Renaming fees:** Rewording or renaming services to clarify their identity.
- **Eliminating fees:** Removing any outdated services or fees.
- **Adding new fees:** Capturing any new services or breaking out existing fee categories to identify all the services being provided and potential fees for services that could be provided.
- **Recategorization of fees:** Collapsing or expanding multiple fee ranges to more accurately capture the services being provided.

As part of this effort, the project team will identify service areas where the City could reasonably charge but currently does not and will recommend potential new fees based on the practices of surrounding cities, industry best practices, and our professional judgment.

This meeting occurs first to ensure any significant proposed structural changes are captured before collecting time estimate information or developing draft fee results. However, adjustments can be made throughout the study. During this step, the project team will also recommend changes to the City's fees and fee structure based on applicable state regulations and current industry practices.

TASK RESULT

Our team will develop a proposed fee structure.

TASK 2: CONDUCT TIME DATA GATHERING WORKSHOPS

The project team will conduct working sessions with each department and division to walk through the components associated with each user-fee-based service in the study. Given the limitations of formal time-tracking data, this bottom-up approach allows us to identify each step in the process, the positions involved, and the time required, then test those assumptions against available workload data, staffing levels, and our experience with similar services in other jurisdictions to ensure they are reasonable and reflective of South Gate's operations.

Parks and recreation fees rely on assumptions beyond time on task, so we will collect additional information for those services, including facility and park characteristics (square footage, amenities, field types), usage levels (program participation and estimated rental hours), and cost inputs (materials, grant funding) with the specific data tailored to the fees being evaluated.

TASK RESULT

We will create and provide time estimate workbooks

TASK 3: DEVELOP FULLY BURDENED HOURLY RATES

Based on the City's staffing and budget information, the project team will calculate fully burdened hourly rates, which include both direct and indirect costs. The following points highlight the cost components and factors included in fully burdened rates:

- **Direct costs:** This component covers the salary and benefits for each employee or position, as reflected in City staffing and salary reports. Consistent with the RFP's Scope of Services, each position's direct cost will be stated in dollars per hour, and fringe benefits will be reported both in dollars per hour and as a percentage of salary.
- **Indirect costs—Departmental:** This component accounts for administrative and management support provided to line-level staff, operational services, and supplies used to execute job duties. It is developed through staff interviews and budget analysis.
- **Indirect costs—City-wide:** This component encompasses city-wide support, including finance and HR support provided by other departments or staff. We will create two separate rates: one for OMB-compliant projects and one based on the Full Cost Allocation Plan.

Once the cost components have been documented and developed, the project team will review the MOUs and discuss them with staff to determine appropriate productive-hour calculations. Focusing on available hours will ensure that fully burdened hourly rates account for leave accruals (including holidays, vacation, and sick leave) as well as any meetings or training. The project team will utilize the results of this task and the full cost allocation plan to calculate the full cost of services.

TASK RESULT

Calculated fully burdened hourly rates Citywide.

TASK 4: DRAFT FEE PER UNIT RESULTS

Matrix Consulting Group's costing model is built based on the City's operations, budget details, and intended uses for the results. It uses a "bottom-up" approach, the most defensible methodology for calculating user fees. The methodology incorporates time estimates and fully burdened hourly rates. The following graphic shows the cost calculation:



This costing method uses time data to establish the cost of providing services on a unit basis. Once the time spent on a fee activity is determined for each individual or position, the team uses its fee and rate software to apply the fully burdened hourly rates calculated through the cost allocation study. Staff is provided with a draft result(s) workbook for review and input.

TASK RESULT

Draft Results workbooks.

TASK 5: CONDUCT A MARKET RATE SURVEY OF SIMILAR JURISDICTIONS

The project team will collaborate with the City to identify comparable cities in Los Angeles County. This comparative survey will be conducted as follows:

- Developing fee scenarios for the City to compare with other jurisdictions.
- Graphing the results of the fee analysis for easy visual comparison purposes.
- Collecting contextual information such as population size, budget, staffing, the last time a fee study was done, and the last fee schedule update.

Market surveys do not provide adequate or objective information about the relationship between a jurisdiction's costs and fees; these steps ensure we provide the City with comprehensive information.

TASK RESULT

Comparative graphs included in the draft report.

TASK 6: ANNUAL FISCAL ANALYSIS

The project team will gather information on prior years' activity for each of the fees evaluated. This will help us determine the fiscal impact associated with the full cost of services. If detailed information is not available, a high-level fiscal analysis will be conducted to provide City staff with insight on revenue impacts.

At this phase, the project team will continue discussions with City staff about cost recovery, ensuring staff understands typical recovery ranges by service area. Where workload and revenue data are available, model alternative recovery scenarios to illustrate the financial impact of different policy choices. The goal of this phase is not to prescribe a single recovery target, but to provide staff and policymakers with the information needed to make informed and defensible fee-setting decisions.

TASK RESULT

Annual fiscal analysis and cost recovery discussions.

TASK 7: PREPARE A DRAFT FEE STUDY REPORT

After completing the fee study, we will prepare a detailed report summarizing the results of each task described above. This report will include:

- A succinct executive summary discussing the study, methodology, and results.
- A narrative describing the services included in the study.
- By department, sections on proposed modifications to the current fee schedule, including adding or removing fees for services.

- By department, sections on each fee's per-unit and annual results.
- A comparative survey section outlines key fees and compares them to those of other local jurisdictions. The section also provides context on budget and staffing.

The draft report will be provided to City staff for review and comments.

TASK RESULT

Draft fee study report.

TASK 8: FINALIZE FEE STUDY REPORT

The team will incorporate any edits or revisions to the draft user fee study report into the final report. This final report will incorporate all elements of the draft fee study report, as well as any additional cost-recovery and policy considerations.

TASK RESULT

Final fee study report.

TASK 9: MASTER FEE SCHEDULE

Once the fee report has been finalized, the project team will develop a master fee schedule for the City. This document outlines all citywide fees, including the current fee amount, the full cost, the difference, and the City's proposed fee. In addition to the Master Fee Schedule, the project team will set up a separate tab with linked formulas that allow staff to enter an annual CPI factor and retrieve updated fees. We will ensure that any state-set or capped fees are noted and not automatically updated.

TASK RESULT

Master Fee Schedule

TASK 10: PRESENTATION OF RESULTS

Presenting results to City officials and/or stakeholders is crucial to the engagement's overall success. Because the study's product is often controversial, this final step aims to present a succinct summary that provides decision-makers with key information. We have planned for up to three (3) subcommittee, commission, or Council meetings to present the findings.

TASK RESULT

Matrix will attend City Council and Sub-Committee meetings and present the study to stakeholders.

TASK 11: EXCEL-BASED MODEL AND TRAINING

The City wishes to update the final version of the study, including adding, revising, or removing costs or service types. Our technical model would enable the City to adapt and continuously update the study annually as the organization evolves. The model also supports scenario and "what-if" analysis, allowing staff to add hypothetical or future service areas and calculate the estimated cost of providing services.

While the models are structured in Excel, the technical models are *proprietary* and for internal use by City staff only. The only locked aspects of the models will be related to cells where data should not be entered, thereby ensuring the integrity of the models year over year. By basing our model on Excel, we will minimize the requirements for software training, new software products, updates, licensing, and other support.

After the final draft of the cost allocation and user fee study is approved, the project team will meet with and train designated City employees on how to use the model.

TASK RESULT

Model, backup documentation, and user guide.

COMPONENT C: IMPLEMENTATION SUPPORT AND OPTIONAL SERVICES

Matrix Consulting Group is committed to helping our clients develop accurate and defensible cost-of-service methodologies and effectively implement the results of these studies. Our project team will work with City staff throughout the engagement to facilitate an understanding of the results and their application.

We understand that questions may arise regarding the methodologies or application of study results, and this routine follow-up support is provided at no additional cost. Additional services that extend beyond the scope of Components A and B, including additional training or presentations, post-adoption assistance, grant monitoring or audit support, future-year updates, or other requested services, would be performed only with City authorization and billed at the rates identified in the Cost File.

COST ALLOCATION CHALLENGES – DATA GAPS, UNSUPPORTED ALLOCATION BASES AND TIMEKEEPING CHALLENGES

A core component of cost allocation is ensuring that the methodology is fair and equitable. This makes the methodology defensible. Some key challenges we see in Cost Allocation relate to data gaps (lack of data), the use of unsupported metrics (percentages or non-relatable metrics), or a lack of timekeeping or "hard" data to support chargebacks.

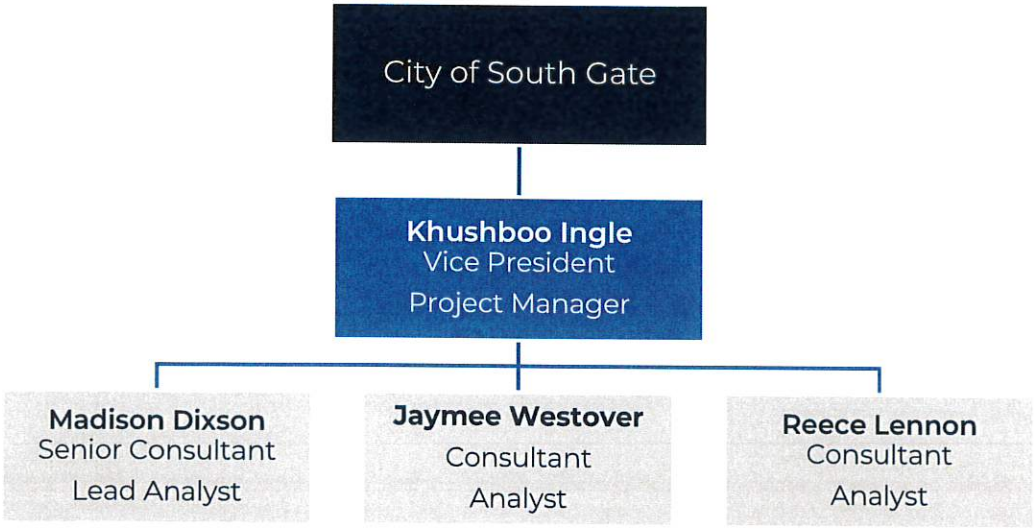
We have worked creatively with our clients to address many of these concerns. For data gaps, we can work with staff to use alternative data sources or adopt more conservative approaches. As it relates to unsupported metrics, we always do our best to ensure that any metric being utilized has some nexus to the service being provided. For example, we worked with a jurisdiction that was allocating Fleet services based on employee count; however, not all employees have a vehicle, so it was an unsupported metric.

We proposed changing the metric to the number of vehicles, as that was at least more relatable to the service. Timekeeping is the most appropriate methodology for any "direct" services provided; however, for general indirect support, a cost allocation or proportional methodology can be just as defensible, provided tangible metrics are used. We would work with staff to ensure that indirect costs are distributed fairly and equitably.

STAFFING PLAN

Our proposed project team comprises the firm's full-time Financial Services staff and includes no subcontractors. Our proposed project manager has over 20 years of experience conducting cost allocation and cost-of-service studies, including review of federal allocations. Our Analysts will facilitate data collection and development, populate analytical models, conduct comparative surveys, and provide support for the development of draft and final reports.

The following chart outlines the project team structure.



Khushboo Ingle and Jaymee Westover will primarily work on developing the federal-compliant cost allocation plan and their relevant experience has been identified in their resumes.

The following pages include resumes for our proposed project team, along with their contact information.



KHUSHBOO INGLE
Vice President

BIOGRAPHY:

Khushboo Ingle is a Vice President with 15 years of experience leading cost allocation, user fee, development impact fee, and cost-of-service engagements for local governments across the United States. She has completed more than 250 fee studies, bringing analytical rigor and a practical policy lens to every engagement. Her work consistently results in fee structures that are legally defensible, financially sustainable, and easy for staff to maintain year over year.

CORE COMPETENCIES

- Cost of service and user fee studies (200+ completed)
- Development and impact fee methodology and compliance
- Cost allocation plans and indirect cost recovery
- Fee schedule benchmarking and cross-jurisdictional comparisons
- Operational reviews: staffing, organizational structure, and internal processes

EXPERIENCE HIGHLIGHTS

GLENDALE: CITYWIDE USER FEE STUDY & DEVELOPMENT IMPACT FEES

Khushboo served as Project Manager, guiding decisions on financial analysis, policy discussions, and the development of study results, including guidance on the City's cost recovery goals. She led the review of draft deliverables and worked with departmental staff to build a clear understanding of results and per-unit impacts. She also presented the results to Council.

SACRAMENTO REGIONAL TRANIT DISTRICT: FULL CAP & OMB

Khushboo served as Project Manager, guiding decisions on financial analysis, cost allocation policy, and the development of results across the District's plans. She led the review of draft deliverables and worked with District staff to confirm how costs were allocated. The completed plans give the District a defensible basis for charging allocated costs back to grant-funded programs.

ROLE ON THIS ENGAGEMENT

Khushboo will serve as the Project Manager on this engagement, leading interviews, and working with the Analysts to compile and analyze data.

SOUTHERN CALIFORNIA CLIENTS:

Adelanto
Agoura Hills
Banning
Big Bear Lake
Blythe
Burbank
Calabasas
Calimesa
Chula Vista
Glendale
Glendora
Huntington Beach
Long Beach
Orange
Oxnard
Pasadena
Port of Long Beach
Poway
Rancho Santa Margarita
Redlands
Riverside
Sacramento Regional Transit District
San Clemente
San Bernardino County
Santa Clarita
Santa Monica
Thousand Oaks

YEARS OF EXPERIENCE:

15

EDUCATION:

B.A., University of California – San Diego, International Economics

M.A., University of California – San Diego, International Affairs

PROFESSIONAL ASSOCIATION:

Government Finance Officers

Revenue Enhancement Best Practices



MADISON DIXSON
Senior Consultant

BIOGRAPHY

Madison is a Senior Analyst with five years of experience leading the analytical work on cost allocation, user fee, development impact fee, and cost-of-service engagements for local governments across the United States. She has contributed to more than 100 fee studies and cost allocation plans, directing data collection, analytical review, and the confirmation of findings on each engagement. Her work is defined by methodological precision and thorough documentation, producing results that stand up to scrutiny from staff, stakeholders, and governing bodies alike.

CORE COMPETENCIES

- Cost allocation plans and indirect cost recovery analysis
- User fee and cost-of-service model development
- Comparative review of services and fee levels
- Financial data analysis and narrative development

EXPERIENCE HIGHLIGHTS

POWAY: FULL CAP & CITYWIDE USER FEE STUDY

Madison served as Lead Analyst, leading interviews and working sessions with City and contracted staff to review the assumptions behind the City's fees. She right-sized building permit valuation tiers, established plan check fees as a percentage of building permit fees, and reviewed solar and photovoltaic fees for alignment with state regulations

GLENDALE: CITYWIDE USER FEE STUDY & DEVELOPMENT IMPACT FEES

Madison served as Lead Analyst, leading interviews and working sessions with departmental staff to review current budget, staffing, and time assumptions. She oversaw data collection and review and confirmed the study's findings and results.

ROLE ON THIS ENGAGEMENT

Madison will serve as the proposed Lead Analyst on this engagement, involved in supporting the project manager, reviewing initial results, leading meetings and data collection.

SOUTHERN CALIFORNIA CLIENTS:

Adelanto
Agoura Hills
Banning
Big Bear Lake
Burbank
Calabasas
Calimesa
Chula Vista
Glendale
Huntington Beach
Long Beach
Orange
Oxnard
Pasadena
Rancho Santa Margarita
Redlands
Riverside
Sacramento Regional Transit District
San Bernardino County
San Clemente
Santa Barbara
Santa Clarita
Santa Monica
Temecula
Thousand Oaks

YEARS OF EXPERIENCE:

5

EDUCATION:

B. A., University of California, Irvine, Anthropology

PROFESSIONAL ASSOCIATION:

California Parks & Recreation Association (CPRA)



JAYMEE WESTOVER, CGFM

Senior Consultant

BIOGRAPHY

Jaymee Westover is a Certified Government Financial Manager (CGFM) with four years of experience in cost allocation, user fee, development impact fee, and cost-of-service engagements. She brings a strong foundation in local government accounting and financial process improvement and has contributed to more than 50 cost-of-service and cost allocation studies for clients across the United States. Her analytical work is distinguished by careful attention to legal and regulatory compliance, ensuring that fee structures reflect both cost realities and governing authority

CORE COMPETENCIES

- Fully burdened rate development and staff effort modeling
- Cost allocation plans and indirect cost recovery analysis
- Legal and regulatory compliance review for fee-setting authority
- Financial data analysis, narrative development, and comparative studies

EXPERIENCE HIGHLIGHTS

THOUSAND OAKS: FULL CAP, OMB, & CITYWIDE USER FEE STUDY

Jaymee served as Lead Analyst, leading interviews and working sessions with departmental staff to gather the information underlying the study. She oversaw data collection and review and confirmed the accuracy of the study's findings and results.

PORT OF LONG BEACH: INDIRECT COST RATE PROPOSAL

Jaymee served as Lead Analyst, leading working sessions with staff to review budget, expenditure, and revenue data. She oversaw data collection and review and confirmed the plan's findings and results. This work kept each annual update aligned with the actual expenditures and revenue while reflecting organizational changes as they occurred.

ROLE ON THIS ENGAGEMENT

Jaymee will serve as a proposed Analyst on this engagement, involved in attending meetings, data input, and development of the federal compliant cost plan.

SOUTHERN CALIFORNIA CLIENTS:

Adelanto
Agoura Hills
Banning
Big Bear Lake
Blythe
Burbank
Chula Vista
Glendale
Glendora
Huntington Beach
Long Beach
Los Angeles
Orange
Oxnard
Pasadena
Port of Long Beach
Riverside
San Bernardino County
Santa Barbara
Santa Clarita
Santa Monica
Temecula

YEARS OF EXPERIENCE:

5

EDUCATION:

B.A., Vanderbilt University, Political Science

M.A., University of Tennessee – Knoxville, Public Policy and Administration

PROFESSIONAL ASSOCIATIONS:

Association of Governmental Accountants (AGA)



Reece D. Lennon
Consultant

BIOGRAPHY

Reece recently joined the firm to provide detailed analysis and metrics for operational, organizational, staffing, and efficiency assessments. Her background in research brings a disciplined, evidence-driven approach to this work, grounded in careful data collection and rigorous analysis. Reece now applies that same analytical depth to user fee and cost allocation engagements, translating detailed data into clear, well-supported results for local government clients.

CORE COMPETENCIES

- Operations, staffing, and programming analysis.
- Reporting and data analytics.
- Staff and asset modeling.
- Survey development and analysis.

EXPERIENCE HIGHLIGHTS

SACRAMENTO REGIONAL TRANSIT DISTRICT: FULL CAP & OMB

Reece served as Analyst, supporting data collection and data development across the District's divisions. She populated the cost allocation model used to distribute the District's central service costs. The model ensured that both approved allocated costs and those identified as unallocated were properly accounted for in each plan.

RANCHO SANTA MARAGARITA: FULL CAP & CITYWIDE USER FEE STUDY

Reece served as Analyst, supporting data collection and data development across City departments. She populated the analytical models used to generate the study's results. Those models produced the updated fully burdened hourly rates that formed the foundation of the City's revised fee schedule.

ROLE ON THIS ENGAGEMENT

Reece will serve as a proposed Analyst on this engagement, involved in attending meetings, data input, and model development.

RELEVANT CLIENTS

Glendale
Glendora
Poway
Rancho Santa Margarita
Redlands
Sacramento Regional Transit District
San Diego County APCD
Thousand Oaks

YEARS OF EXPERIENCE

4

EDUCATION

MS, Microbiology, University of Oklahoma

BS, Microbiology, Clemson University

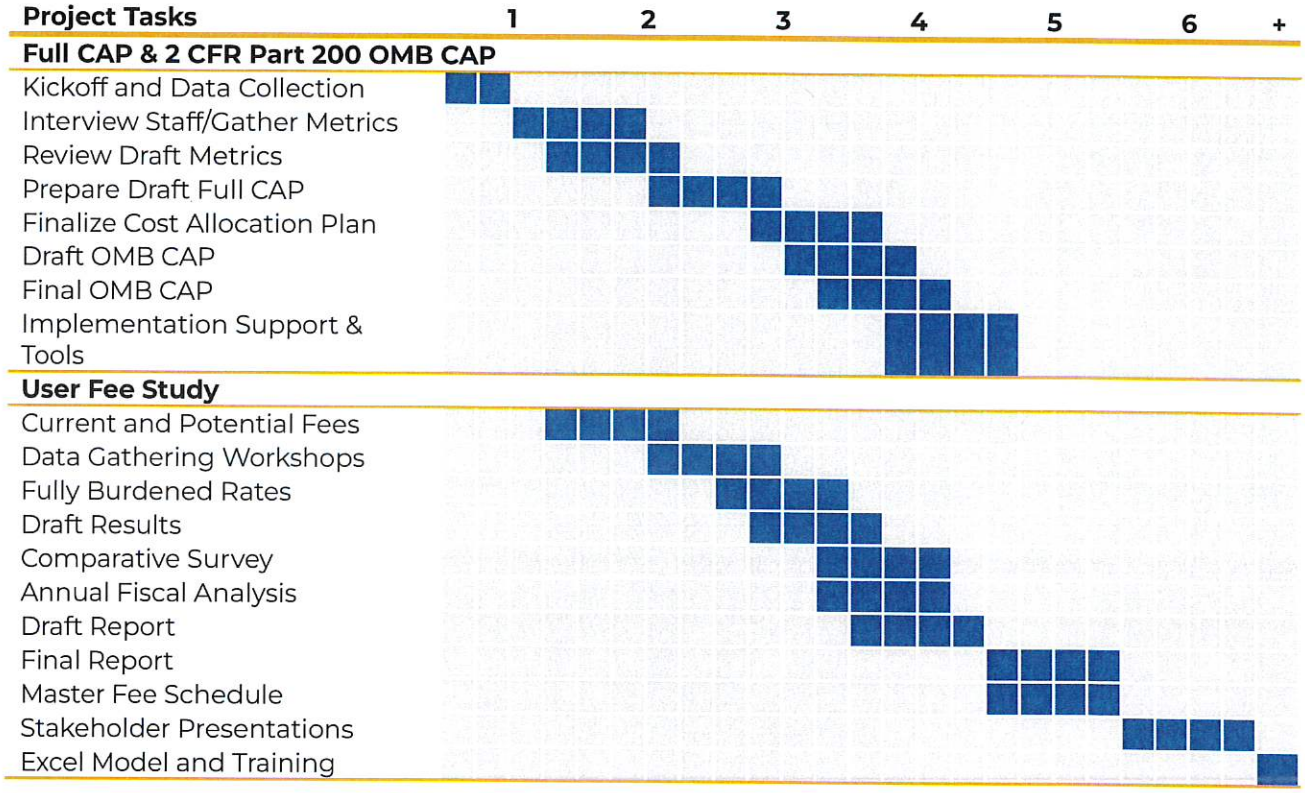
AREAS OF EXPERIENCE

Data Analysis, Management, and Visualization

Statistical Analysis

PROJECT SCHEDULE

Studies of this nature typically take approximately six months to complete. Based on our experience, the following table presents a realistic timeline for completion in six months (24 weeks).



We would propose to complete the cost allocation project(s) prior to the fee study to allow for incorporation of those results in the user fee study. If the City were to commence this project in October, we would anticipate completion of the study by March / April 2027. The cost allocation project(s) would be complete by end of year / January 2027.

This timeline includes a typical two-week turnaround for City staff to review materials and information, and it can be adjusted based on City staff priorities.

CUSTOMER SERVICE AND ESCALATION PLAN

TEAM STRUCTURE AND POINTS OF CONTACT

The proposed Project Manager, Khushboo Ingle, will serve as South Gate's primary day-to-day contact and will be responsible for coordinating data requests, maintaining the project schedule, and ensuring the quality of all deliverables. She will also provide quality assurance throughout the engagement and has the authority to commit firm resources as needed. Her direct contact information will be provided to the City's project liaison at award of contract, and she will remain with the Project Manager throughout the final presentation. Matrix will not substitute key personnel without the City's prior written approval and, if a change becomes necessary, will propose a replacement with equal or greater qualifications within five business days.

RESPONSE TIME STANDARDS

Clear and timely communication is essential to keeping the project on schedule. The table below outlines Matrix's standard communication and response commitments.

Type of Contact	Matrix Commitment
Routine email or voicemail from Client liaison	Acknowledged same business day
Substantive response requiring analysis	Within two business days
Urgent request (board meeting, media, records)	Within four hours during business hours
Comments on draft deliverables	Returned within five business days
Meeting summaries and action items	Distributed within two business days
Written status report	Biweekly, on a schedule fixed at kickoff

Our project team prioritizes clear, responsive communication throughout the engagement to keep staff informed, address issues as they arise, and maintain project momentum from kickoff through implementation.

CONTACT PROTOCOLS

To support consistent communication and timely resolution of any issue that may arise, Matrix follows the following contact protocols:

- A standing biweekly check-in call and a written, emailed status report on progress and open items.
- Data and document requests issued in writing and consolidated to limit the burden on South Gate staff.
- All decisions affecting scope, schedule, or methodology confirmed in writing.
- A backup contact designated whenever the Project Manager is away more than a single business day.

These protocols ensure that requests, decisions, and project issues are communicated efficiently, documented appropriately, and escalated to the right personnel.

ESCALATION PROCESS

Matrix uses a clear escalation process to ensure that project issues are addressed promptly and elevated when additional direction, resources, or decision-making is needed.

Level	Trigger	Matrix Response
1	Scheduling, data access, or deliverable clarity	Project Manager acknowledges within one business day; resolution plan within three business days.
2	Unresolved Level 1 issue, slippage, or a quality or staffing concern	Engagement Principal and Project Manager respond within two business days; corrective action plan within five business days.
3	Unresolved Level 2 issue, or any matter material to performance	President contacts the Client within one business day; written resolution, including staffing changes, within five business days.

This approach provides the City with a defined path for resolving concerns while keeping the appropriate Matrix and City representatives informed throughout the process.

PROPOSAL QUESTIONNAIRE

A. GENERAL FIRM INFORMATION

Provide the firm's legal name, headquarters location, and the office that will serve the City.

Legal Name:

Matrix Consulting Group, Ltd.

Headquarters:

1875 S. Grant Street, Suite 960, San Mateo, CA 94402-7015

Office Location:

The staff will serve the City of South Gate from our Irvine office.

Describe the firm's history, ownership structure, and any affiliations that may present a conflict of interest.

The firm's history and ownership structure are addressed in the Firm Profile and Experience section (pages 1 and 2). Matrix Consulting Group has no potential conflicts of interest to disclose.

Provide a current organizational chart identifying the departments and personnel involved in this engagement.

A current organizational chart that identifies the departments and personnel involved in the engagement is included in the Staffing Plan section (page 20).

Describe the firm's primary revenue sources and any that could present a potential conflict of interest.

The firm's primary revenue sources are addressed in the Firm Profile and Experience section (pages 1 and 2). Matrix Consulting Group has no potential conflicts of interest to disclose.

B. EXPERIENCE AND QUALIFICATIONS

Describe your firm's experience preparing cost allocation plans and/or user fee studies for California public agencies, as applicable to the component(s) proposed.

The firm's experience preparing cost allocation plans and user fee studies for California public agencies is addressed in the Firm Profile and Experience section, under Cost Allocation and User Fee Experience (pages 2 and 3).

List California public-sector clients for comparable work in the past five (5) years, including agency size, scope, and client references.

A list of California public-sector clients for comparable work in the past five years is included in the Firm Profile and Experience section, under Cost Allocation and User Fee Experience (pages 2 and 3).

If proposing on Component A: describe your experience with federal cost principles under 2 CFR Part 200, including indirect cost recovery and compensation (labor) documentation.

Refer to the Firm Profile and Experience section, under Cost Allocation and User Fee Experience (pages 2 and 3) for our experience with cost allocation.

If proposing on Component A: describe specific engagements involving HUD, CDBG, HOME, ESG, ARPA, FEMA, Caltrans, or other federal or state pass-through funds, including any work responding to audit findings or corrective action plans.

Since 2016, Matrix Consulting Group has assisted the Port of Long Beach, California, in developing and updating its Indirect Cost Rate Proposal (ICRP) for Caltrans funding. For the past eight years, Matrix Consulting Group has annually assisted the City of Dallas, Texas, with the development and update of its ICRP) involving HUD, HOME, and CDBG funding, and for the past six years, has assisted the Sacramento Regional Transit District in California with the development and updating of its ICRP, with FTA funding. The firm continues to provide these services annually and semi-annually.

Across these engagements, our work has included reviewing cost allocation methodologies, indirect cost recovery, grant-funded personnel and other costs, supporting documentation, and compliance with 2 CFR Part 200 and applicable funding requirements. Where audit or agency review feedback has identified concerns with proposed rates or supporting methodologies, Matrix Consulting Group has worked with the agency to evaluate the issue, revise calculations or supporting documentation as appropriate, and submit updated rates for review.

Provide details of any regulatory, legal, or disciplinary actions involving the firm or key personnel within the past five (5) years.

No regulatory, legal, or disciplinary actions involving the firm or key personnel have occurred within the past five years.

C. PROJECT APPROACH – COST ALLOCATION AND FEDERAL GRANTS COMPLIANCE

Describe your methodology for developing a central service cost allocation plan and selecting defensible allocation bases.

Matrix Consulting Group develops central service cost allocation plans by identifying the full cost of central service functions, distinguishing allowable and unallowable costs where federal requirements apply, and allocating those costs to benefiting departments or funds using reasonable, measurable, and defensible allocation bases. Allocation bases are selected based on the relationship between the service provided and the benefit received, using available operational and financial data such as staffing, expenditures, transactions, usage, or other relevant workload measures. We reconcile allocated costs to the City's financial records and develop Full Cost and 2 CFR Part 200-compliant plans, as applicable.

Refer to the Project Approach and Work Plan section, under Cost Allocation Plan Tasks (pages 8 – 19) for a more detailed discussion.

Describe how you would review and remediate the City's approach to charging staff time, indirect costs, and shared costs to federal awards, and how you would respond to the HUD finding.

The project team will review the City's current practices for charging staff time, indirect costs, and shared costs to federal awards, with particular focus on the issues identified in the recent HUD audit. Our approach will assess whether costs are appropriately supported and allocated, identify needed corrective actions, and recommend documentation, allocation methodologies, and internal controls that improve compliance and strengthen future cost recovery.

Refer to the Project Approach and Work Plan section, under Cost Allocation Plan Tasks 6 & 7 (pages 16 and 127) for additional information.

Explain how you distinguish costs that may be allocated through a CAP from costs that require actual time records or a documented time-and-effort method, and from costs that should not be charged to federal awards.

Matrix Consulting Group distinguishes costs based on the nature of the activity, the benefit received, and the applicable requirements under 2 CFR Part 200 and related OMB guidance, while also applying established governmental cost allocation practices and GFOA best practices. Central service costs that benefit multiple departments, programs, or funds are evaluated for allocation through the CAP using a reasonable and supportable allocation basis. Costs associated with employee activities that directly support specific programs or multiple funding sources are evaluated separately to determine whether actual time records or another documented time-and-effort methodology is required.

Costs that are specifically unallowable, unsupported, unrelated to the benefiting program, or otherwise inconsistent with federal cost principles are excluded from federal recovery. This framework allows the City to clearly distinguish between costs appropriately allocated through the CAP, costs requiring direct documentation, and costs that should remain locally funded.

Describe the timekeeping, time-certification, and after-the-fact review procedures, you typically recommend, and the internal controls that support them.

Matrix Consulting Group recommends timekeeping and documentation procedures that align with 2 CFR §200.430(i). For positions charged directly to federal awards, records should reflect work actually performed, with budgeted or estimated labor allocations periodically reconciled to actual activity. Where a position works across multiple awards, or across federal and non-federal activities, we recommend records reflecting actual time worked by funding source. Where a position works on a single award or a stable, documented mix of activities, a periodic certification is generally sufficient.

As part of the cost allocation plan, we review split-funded positions, underlying labor and workload data, and allocation metrics for reasonableness. Where a position is funded across multiple divisions, and only a portion supports the allocated function, we apply a direct cost adjustment so that only the supporting portion enters the allocation, and we exclude any portion of a division or department that does not provide support to other departments. We document these adjustments and the allocation methodologies applied, investigate significant variances or exceptions, and recommend internal controls such as supervisory review, reconciliation to actual activity, retention of supporting documentation, and consistent application of allocation bases.

Describe the documentation and toolkit you would provide so City staff can maintain compliance after the engagement.

Refer to the Project Approach and Work Plan section, under Cost Allocation Plan Task 8 (page 17), for details on the documentation and toolkit provided to City staff to maintain compliance after the engagement ends.

D. PROJECT APPROACH – USER FEE STUDY

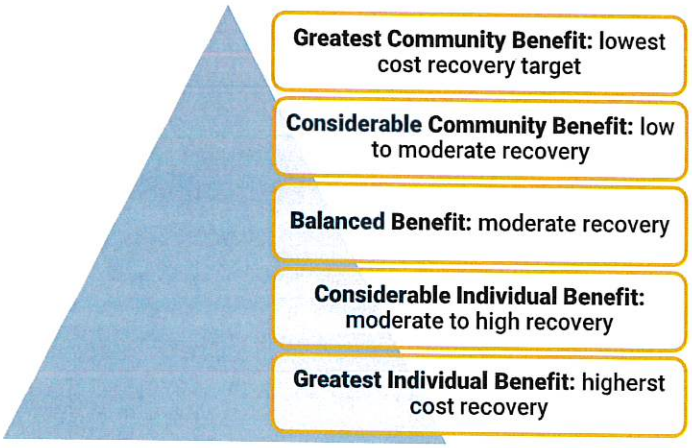
Describe your cost-of-service methodology and how it would link to the Cost Allocation Plan if both components are awarded.

Matrix Consulting Group uses the "bottom-up approach" to calculate the full cost of providing each fee-related service by identifying the direct staff time and other operating costs associated with the service and applying fully burdened hourly rates. If both components are awarded, the Cost Allocation Plan will incorporate Citywide indirect support costs into those hourly rates, ensuring the fee study and CAP are based on a consistent and defensible cost structure.

Refer to the Project Approach and Work Plan section, under Comprehensive User Fee Study Tasks (pages 13 – 17) for a more detailed discussion.

Describe how you analyze current cost recovery levels and develop fee recommendations and policy options.

With more than 24 years of experience conducting cost-of-service studies, Matrix Consulting Group understands typical cost-recovery ranges by service area and uses the relationship between community and individual benefit to frame appropriate recovery targets. As the following image shows, services that provide broader community benefit generally support lower recovery targets, while services that provide greater individual or group benefit may support higher cost-recovery levels.



Where workload and revenue data are available, we can model alternative recovery scenarios and show the financial and policy implications of different fee levels. Rather than applying a single prescribed target, this phase of the study is focused on educating staff and policymakers, illustrating available

options, and providing the information needed to establish cost-recovery policies that reflect the City's priorities.

Describe how your methodology supports compliance with Propositions 26 and 218 and a defensible nexus between fees and services.

Matrix Consulting Group follows a bottom-up cost-of-service methodology that supports compliance with Propositions 26 and 218 by establishing a documented nexus between each fee and the specific service being provided. Time assumptions are developed with the staff who perform the work, documented by position and activity, and vetted by the project team for reasonableness. Direct and indirect costs are then incorporated, using Council-approved budget and staffing information and applicable Citywide support costs identified through the Cost Allocation Plan, to calculate the full cost of each fee on a line-item basis. This creates a clear and traceable basis for demonstrating that the proposed fees are reasonably related to and do not exceed the cost of providing the associated service.

For Parks and Recreation facility and property rentals and programming, where market-based pricing may be appropriate, the same methodology is used to establish the City's underlying cost of providing the service. Understanding that baseline cost allows the City to evaluate market rates and develop pricing policies with a clear understanding of the level of cost recovery, subsidy, or margin associated with each rental or program

Describe the fee model you provide and how City staff update and maintain it.

Refer to the Project Approach and Work Plan section, under Comprehensive User Fee Study Task 11 (page 18) for a detailed discussion of the fee model provided and the capabilities for updates and maintenance.

E. REPORTING, COMMUNICATION, AND IMPLEMENTATION

Describe the content, frequency, and format of your standard reports and deliverables.

Deliverable	**Cost Allocation Report (Full Cost & OMB)**
Format	PDF
Level of Detail	Includes narrative explanation and the actual calculated results, including: Table of Contents Executive Summary: Including methodology & project steps Reading the Plan Overview Organizational Chart Summary of Overhead Allocations Summary of Functions & Allocations Basis Central Services Department List

	Grantee Departments List Section for Each Central Service: Including departmental narratives, costs to be allocated, departmental expense details, allocation details, and allocation summary.
Use	The Cost Allocation Plan report is designed to document the methodology, assumptions, allocation bases, and calculated results of the analysis in a clear and traceable format. City staff can use the report to review and understand how central service costs were allocated, confirm the basis for individual allocations, support implementation of the plan, and provide documentation for management, auditors, and other stakeholders. The report serves as the formal record of the completed analysis; ongoing updates and recalculations are performed through the accompanying Cost Allocation Plan model provided to the City.
Deliverable	**User Fee Report**
Format	PDF
Level of Detail	Includes narrative explanation and the actual calculated results, including: Methodology Legal Framework Fee schedule changes / modifications Per unit results Annual revenue impacts Cost recovery guidelines Benchmark analysis
Use	The report will serve as a factual, static record of the study results and supporting analysis. It will document the methodology used to perform the calculations, the rationale for any modifications, recommendations for policy consideration, and the current market context. As a reference document, the report will provide the City with a clear understanding of how the results were developed and the basis of fee-setting decisions.
Deliverable	**Cost Allocation Model (Full Cost & OMB)**
Format	Excel
Level of Detail	The model is structured the include key data inputs, assumptions, calculations, and outputs used to develop the study results, including: Title Page

	Table of Contents Summary Schedule Central Service Function & Basis Summary Central Services Master List Grantee Master List Tabs for each Central Service: Cost to be allocated, expense details, allocation details, allocation summary Allocation Metrics Master Expense Master
Use	The Cost Allocation Plan model will serve as a dynamic tool that allows City staff to understand, maintain, and update the results of the study over time. Staff will be able to update underlying financial, staffing, and allocation data, review how changes affect the distribution of central service costs, and recalculate allocations as organizational structures, budgets, or service levels change. The model is intended to support ongoing implementation of the plan and provide the City with a repeatable framework for future annual updates without having to rebuild the analysis from the ground up.
Deliverable	**Cost-of-service model and cost recovery**
Format	Excel
Level of Detail	The model is structured the include key data inputs, assumptions, calculations, and outputs used to develop the study results, including: Instruction tab Approved budget Approved staffing Productive working hours (based on MOU) Divisional overhead Town-wide overhead Departmental/administrative overhead Fully burdened hourly rates Cost per unit results Time & material assumptions Annual impacts

	Cost recovery goals and proposed revenue
Use	The model will serve as a dynamic tool for Town staff to understand, maintain, and update the results of the study over time. The model includes a dedicated cost recovery tab that allows staff to evaluate current recovery levels, test proposed fee adjustments, and understand the potential revenue impact of different implementation scenarios. The model is built to support year-over-year updates by allowing Town staff to revise key assumptions and data inputs, such as budget, staffing, workload, time estimates, and proposed fees. To support the transition of the model, Matrix will train Town staff on how to navigate the workbook, update inputs, review calculations, use the cost recovery tab, and interpret outputs without additional consultant support. Matrix will also provide an instructions tab and user guide within the workbook to serve as an ongoing reference for future updates and internal use.

Provide sample deliverables relevant to the component(s) proposed, such as a representative cost allocation schedule (Component A) and/or a representative fee study output (Component B).

We have provided sample deliverables for the City of South Gate at the Google Drive link below:

https://drive.google.com/drive/u/0/folders/1g15zcWFHu0lcPHk-M5gBi4vQKge6Krws

Describe your approach to Council presentations, study sessions, and adoption support.

Matrix Consulting Group translates technical study results into clear, policy-oriented information that staff, elected officials, and the public can easily understand. Presentations and study sessions focus on key findings, cost-recovery implications, policy choices, and recommended next steps rather than the technical details of the underlying calculations.

Before the presentation, the project team works with City staff to review results, identify areas that may need additional explanation, and develop scenarios or support materials as needed. During Council or committee meetings, we present the findings, respond to technical and policy questions, and help staff explain the basis for proposed changes. Following the Council's direction, we incorporate revisions as appropriate and support the City through the final adoption and implementation of the study recommendations.

Describe your project approach.

Refer to the Project Approach and Work Plan section (pages 8 – 19) for a description of Matrix Consulting Group's project approach.

F. TEAM AND STAFFING

Identify all team members responsible for the City's engagement, their roles, and years of experience; if proposing on Component A, specify who performs the federal grants cost recovery review.

Name	Title	Proposed Project Role	Years of Experience
Khushboo Ingle	Vice President	Project Manager	15
Madison Dixson	Senior Consultant	Lead Analyst	5
Jaymee Westover	Senior Consultant	Analyst	5
Reece Lennon	Consultant	Analyst	5

The Project Manager will provide oversight and quality control; the lead analyst will evaluate key findings and address technical or compliance issues; and the analysts will perform the detailed review and supporting analysis. This multi-level approach ensures the City's current practices and audit findings are thoroughly evaluated and that resulting recommendations are well supported before finalizing corrective actions.

While all project team members will support completion of all project components, Khushboo Ingle and Jaymee Westover will primarily develop the federally compliant cost allocation plan.

Detailed resumes for each project team member are in the Staffing Plan section (pages 21 – 24).

Describe your team structure, backup procedures, and staff retention practices for public-sector engagements.

The table below discusses Matrix Consulting Group's approach to building project teams and retaining and developing staff.

Team Structure	Matrix Consulting Group has focused on state and local government since the firm's founding two decades ago. Our team structure, coverage procedures, and retention practices are built around a single objective: the individuals who begin a public-sector engagement are the individuals who complete it. Every Matrix engagement is staffed with a defined project team rather than a single assigned consultant. Roles and reporting relationships are established at contract award and confirmed with South Gate at the project kickoff meeting.
Key Personnel Substitution	Matrix does not substitute key personnel identified in this proposal without South Gate's prior written approval.
Specialization as a Retention Driver	Matrix hires consultants who intend to build careers in public-sector consulting rather than treat it as a rotation. Since the firm works with government clients, our staff develop deep expertise in a defined field: cost allocation, user fee studies, staffing and operations analysis, and organizational review for cities, counties, and special districts. Retention follows from that focus, and it is reinforced by a collaborative culture that rewards subject-matter expertise and long client relationships.

Career Path and Professional Development	Matrix maintains a defined advancement path from Analyst through Consultant, Manager, and Senior Manager to Partner. The firm does not operate an up-or-out model, so consultants who wish to build long tenure as subject-matter experts and client relationship leads are able to do so.

Matrix is built around project teams that combine subject matter expertise with continuity from project initiation through final delivery.

G. RISK MANAGEMENT AND COMPLIANCE

Describe your internal quality-control and review procedures for cost allocation and fee study deliverables.

Matrix Consulting Group applies a structured, multi-stage quality control process to every cost allocation plan and user fee study we produce.

Analyst-Level Verification	All cost and workload data used in our models is traced to a source document, including the adopted budget, the general ledger, payroll records, and permit or activity tracking systems. Every model contains internal tie-out checks confirming that allocated costs reconcile to total departmental expenditures and that no cost is double-counted or omitted. Formulas, allocation bases, and cross-references are verified before a model advance to review stage.
Project Manager Review	The Project Manager independently reviews model structure, allocation methodology, and calculated results for reasonableness, consistency with the approved scope, and compliance with applicable standards, including 2 CFR Part 200 for cost allocation plans and applicable state law and local cost recovery policy for user fee studies. The Project Manager also confirms that the assumptions documented within the model match those described in the written report.
Partner-Level Quality Assurance	A Partner or Senior Manager who is not involved in day-to-day production performs a final review of methodology, findings, and recommendations before any deliverable is released. This review focuses on defensibility, meaning whether the analysis and the resulting fee or allocation schedule will withstand scrutiny from department directors, the governing body, and the public.
Departmental Validation	Draft results are reviewed with each participating department before finalization. Departments confirm their cost inputs, service levels, and activity volumes, and Matrix documents and resolves any discrepancies before results are finalized. This step identifies errors that no internal review can detect and builds departmental understanding of the results well before they are presented to the governing body.

Version Control and Documentation	Project models are maintained under controlled versioning with a single designated custodian, so there is never ambiguity about which version is current. Each deliverable is accompanied by documentation of data sources, assumptions, and methodology sufficient for South Gate to replicate the analysis and update it in future years without further assistance from the firm.

Quality assurance is built into the project workflow rather than applied as a final check, so errors are identified and corrected at the point they occur, not after a draft has been issued to the client.

Describe your data-protection and cybersecurity practices and any relevant certifications (e.g., SOC 2 Type II).

The table below outlines Matrix Consulting Group's data-protection and cybersecurity practices.

Information Handled	Cost allocation and fee study engagements rely primarily on budget, financial, workload, and organizational data rather than personally identifiable or otherwise regulated information. Where a project requires access to sensitive records, Matrix limits collection to the minimum necessary to complete the analysis and returns or destroys that data at project close in accordance with South Gate's instructions.
Technical Safeguards	Client data is stored in Google Drive which provides encryption in transit (TLS 1.2 or higher) and encryption at rest (AES-256). Access requires multi-factor authentication and is limited to assigned project team members on a least-privilege basis. Firm devices are protected by MAC full-disk encryption, automated patching, and remote wipe capability.
Administrative Safeguards	All personnel sign confidentiality agreements upon hire, complete security awareness training, and are governed by written policies covering acceptable use, remote work, and data handling. System access is revoked immediately upon separation or change in role.
Certifications	Matrix Consulting Group is a professional services firm and does not host, process, or operate a client-facing information system. Accordingly, the firm does not carry a SOC 2 Type II attestation. The cloud infrastructure on which our project work is stored is certified: Google, our platform provider, maintains SOC 2 Type II and ISO/IEC 27001 certification, and those reports are available upon request. Matrix is prepared to comply with South Gate's information security requirements, to execute a data protection or confidentiality agreement, and to accommodate reasonable security review as a condition of contract.

Matrix Consulting Group treats all client information as confidential and applies administrative, technical, and physical safeguards appropriate to the sensitivity of the data we handle.

Describe your business continuity and disaster recovery practices relevant to safeguarding City data.

The table below outlines Matrix Consulting Group's business continuity and disaster recovery practices.

Data Redundancy and Backup	All project files and analytical models reside in Google Drive which replicates data across geographically separate data centers. Project data is not stored solely on individual workstations. Version history and retention policies allow recovery of prior file versions and restoration of deleted files for at least 30 days protecting against accidental deletion, file corruption, and ransomware.
Recovery Objectives	Matrix targets a recovery time objective (RTO) of 24 hours and a recovery point objective (RPO) of four hours of less for client project data. Because staff work from cloud-hosted files rather than local copies, work can resume from any location with internet access using a replacement device.
Continuity of Project Staffing	Every engagement is staffed as a team, with a Project Manager and a Partner or Senior Manager who are both familiar with the scope, the data, and the analysis. If any individual becomes unavailable, the remaining team members continue the work without restarting the project. Matrix does not replace key personnel identified in this proposal without South Gate's prior written approval.
Disruption Response	In the event of a disruption affecting the project schedule, Matrix notifies the City's project liaison within one day with an assessment of the impact and a revised schedule for affected deliverables. Our continuity plan addresses technology failure, loss of facility access, cyber incident, and extended staff absence, and is reviewed annually.

Matrix Consulting Group's operating model is inherently resilient. Our work is performed by a geographically distributed professional staff using cloud-based systems, so no single office, server, or physical location represents a point of failure for client engagements.

H. FEES AND ADDITIONAL INFORMATION

Provide separate, component-level pricing using the City-provided Cost Proposal template, including not-to-exceed amounts and hourly rates for optional services.

We have provided the pricing on the City's template as instructed by the RFP.

Identify all assumptions, exclusions, and City responsibilities on which your pricing depends.

Our proposed fee is based on the scope of work described in the RFP and assumes that the City will provide reasonable access to staff and to the available financial, operational, fee, and grant-related information needed to complete the analyses. City staff will participate in scheduled working sessions, assist with validating assumptions, and provide timely review and feedback on draft materials.

The project approach recognizes that some information may be incomplete or unavailable, and our fee includes working with staff to develop reasonable assumptions and, where necessary, identify alternative data sources. Any material changes in the project scope or requested deliverables would be discussed with the City before additional work is undertaken.

Describe any additional value-added services, training, or policy support your firm can offer.

Matrix Consulting Group is unique in that our experience encompasses not only cost accounting and allocation but also process audits and best practices. The following points highlight key distinguishing features of our experience and approach to providing cost allocation plans and fee-related services.

- **Cross-Trained Consultants:** The primary purpose of a cost allocation plan is financial in nature. However, the proposed project team for this engagement has significant experience as it relates to best management practices and industry standards for the administrative functions included in this engagement. The project team will utilize this expertise in interviews with staff to ensure that all allocable functional areas are identified and that allocation metrics accurately support the services being provided. Additionally, our project team is cross-trained in fee-related services such as Community Development, Public Works, Fire Prevention, and Parks and Recreation to ensure that we have a deep understanding of the processes and best management practices for those areas as it relates to fees.
- **Customized Reports and Templates:** While cost allocation methodologies are standardized, our project team is committed to delivering results in formats that are easily incorporated into City documents and systems. We work with our clients to customize reports and create worksheets that facilitate implementation and integration.
- **Ongoing Support:** Our firm and project teams are committed to providing support to City staff well after project completion. This support goes beyond audit support to include technical model reviews, discussions of new and potential metrics for future plans, and other technical advice relating to the use and application of study results. This support is provided at no additional cost to our clients.

Our mission is to provide our clients with data-driven results that meet current needs while setting them up for future success. We believe that the above points outline the added value of choosing a firm like Matrix Consulting Group.

Provide any proposed contract language or exceptions to the City's Professional Services Agreement.

Matrix Consulting Group has no proposed contract language or exceptions to the City's Professional Services Agreement.

REFERENCES

The tables below list three client references for whom we have provided similar services.

MALIBU, CA

Joseph Toney

Was Assistant City Manager in Malibu' currently Assistant City Manager in San Bruno

(650) 616-7056

JToney@sanbruno.ca.gov

Matrix Consulting Group worked with the City of Malibu on a Citywide cost of service study, and cost allocation plan. The cost-of-service study includes an evaluation of the City's Parks and Recreation department programs such as special events and facility rentals.

The project team worked with City staff to calculate direct and direct costs and out determine appropriate policy goals and objectives. A comparative survey of surrounding jurisdictions was also conducted to outline market rates for current services. The results of this analysis were presented in Fall 2024 for implementation.

THOUSAND OAKS, CA

Ryan Roman

Budget Officer

(805) 449-2281

RRoman@toaks.org

Matrix Consulting Group worked with the City of Thousand Oaks in 2024 and 2025 to conduct a Citywide User Fee Study and develop both a full Cost Allocation Plan and OMB Compliant Cost Allocation Plan. The City performs these studies on a regular basis, and as such, the goal of the User Fee Study was to calculate updated fully burdened hourly rates, verify or update time estimate assumptions, and ensure that the current schedule of fees reflected not only the services being provided, but how those services were provided.

The project team met with Departmental staff to review draft results and ensure understanding of how results were developed. The project team also worked with departments to develop proposed fees and assisted with presentations to stakeholders to ensure adoption.

Matrix Consulting Group has a four-year contract with the City to provide annual cost allocation updates and bi-annual fee updates.

HAWAIIAN GARDENS, CA

Linda Hollinsworth
Finance Director / Treasurer
(562) 420-2641
lindah@hgcity.org

Matrix Consulting Group worked with the City of Hawaiian Gardens to conduct its first Comprehensive User Fee Study. The study evaluated the full direct and indirect cost of services provided by Building & Safety, Planning, Public Works, and Recreation and Community Services. The project team worked closely with City and contracted staff to document current service processes, develop time and material assumptions, calculate fully burdened costs, and identify modifications to the City's existing fee structure.

The Recreation and Community Services analysis included youth and adult sports, special interest classes, senior services, aquatics, camps, and facility rentals. The project team also assisted staff in identifying fees to eliminate, add, or restructure so the fee schedule more accurately reflected current programs and service delivery. A comparative survey of Artesia, Cerritos, Lakewood, Paramount, and Signal Hill was conducted to provide additional market context for the City's current fees and calculated costs.

LEGAL AND CONTRACT EXCEPTIONS

Matrix Consulting Group has no legal or contractual exceptions.

City of South Gate

Conflict of Interest Certification Form

The undersigned, having examined all RFP documents for the Comprehensive Cost Allocation Plan, Federal Grants Cost Recovery Review, and Citywide User Fee Study, certifies on behalf of the proposer and its officers, employees, agents, and subcontractors that:

- No officer, employee, or elected official of the City has any financial or other interest, direct or indirect, in the proposer's business, nor shall any such person have such interest during the term of any resulting contract.
- The proposer has disclosed below any relationships or circumstances that may present an actual or potential conflict of interest under applicable law, including California Government Code §§ 1090 and 87100 et seq.
- The proposer shall promptly disclose in writing any potential or actual conflict of interest arising after this certification.
- The proposer acknowledges that City contracts are public instruments and that all decisions must be made in the public interest.

☑ No known conflicts of interest exist.

☐ Potential conflicts are described below (attach additional pages if necessary):

Firm Name: Matrix Consulting Group, Ltd

Authorized Representative: Alan D. Pennington

Title: President

Signature: Alan D. Pennington

Date: August 27, 2026

Email: apennington@matrixcg.net

Phone: 650-858-0507

By signing above, I certify under penalty of perjury that the foregoing is true and correct and that no improper relationships or interests exist that would prevent fair and impartial contracting with the City of South Gate.

City of South Gate

Proposal Certification and Signature Form

The undersigned submits this proposal and certifies, on behalf of the firm named below, that:

- The proposer has read and understood all RFP documents, including any addenda issued by the City.
- The proposer agrees to all terms, conditions, and requirements in the RFP and the City's standard Professional Services Agreement.
- All information provided is true, complete, and accurate to the best of the signer's knowledge.
- The proposer is duly authorized to conduct business in the State of California and to perform the services described.
- The proposal shall remain valid for ninety (90) days following the proposal due date.
- The signer has legal authority to bind the firm contractually.

Legal Name of Firm: Matrix Consulting Group, Ltd

Address: 1875 S. Grant Street, Suite 960,

City, State, ZIP: San Mateo, CA 94402

Telephone: 650-858-0507

Email: apennington@matrixcg.net

Tax ID Number: 05-0545979

Type of Business Entity (check one):

☑ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Limited Liability Company

☐ Other: _____

Authorized Representative: Alan D. Pennington

Title: President

Signature: Alan D. Pennington

Date: August 27, 2026

City of South Gate

Non-Collusion Affidavit Form

I, Alan D. Pennington, declare under penalty of perjury under the laws of the State of California, pursuant to California Code of Civil Procedure § 2015.5, that I am President [title] of Matrix Consulting Group, Ltd [firm], the party submitting the attached proposal to the City of South Gate, and that:

- The proposal is genuine and not a sham or collusive proposal.
- No person or firm has agreed with any other proposer to submit a sham proposal, to refrain from proposing, or to fix or inflate proposal prices.
- No attempt has been made to induce any other person or firm to refrain from submitting a proposal or to influence the content of another's proposal.
- All statements in this proposal are true and made under penalty of perjury.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: _____

Printed Name: Alan D. Pennington

Title: President

Firm Name: Matrix Consulting Group, Ltd

Date: August 27, 2026

Proposer Checklist

Use this checklist to confirm all required components are included. Provide a page reference for each item.

Required Item	Included	Page Ref.
1. Cover Letter signed by an authorized officer; identifies firm, servicing office, and acknowledges addenda.	☒	✓
2. Table of Contents following RFP order.	☒	0
3. Firm Profile and Experience (California public-agency clients; federal grants experience if proposing on Component A).	☒	1
4. Technical Response addressing each Scope area in Section 7, by component.	☒	4
5. Project Approach and Work Plan, by component.	☒	8
6. Staffing Plan with resumes; if proposing on Component A, identifies who performs the federal grants cost recovery review.	☒	20
7. Project Schedule distinguishing the components.	☒	25
8. Customer Service and Escalation Plan.	☒	26
9. Completed Proposal Questionnaire (Section 9, subsections A–H).	☒	28
10. Cost Proposal completed and submitted on the City-provided Excel attachment, with separate component-level pricing.	☒	Separate
11. References — minimum of three (3) California public-agency clients with contact details.	☒	41
12. Legal and Contract Exceptions identified, or stated "None."	☒	43
13. Conflict of Interest Certification (completed and signed).	☒	44
14. Proposal Certification and Signature Page (completed and signed).	☒	45
15. Non-Collusion Affidavit (completed and signed or declared under penalty of perjury).	☒	46
16. Acknowledgment of all addenda.	☒	Cover Letter
17. Cybersecurity / data-protection summary (Section 7.11) and U.S.-based data residency confirmation.	☒	38
18. Business License acknowledgment (will obtain prior to contract execution).	☒	1
19. Three (3) printed copies (one signed original) and one (1) electronic PDF submitted by the deadline.	☒	✓

CITY OF SOUTH GATE

RFP No. FIN-2026-[XX] — Cost Allocation Plan and User Fee Study

Cost Proposal (Fee Schedule) — Attachment

Instructions: Enter prices in the blue input cells. Provide separate, component-level pricing. Each price is a fixed not-to-exceed amount unless noted. The City may award one component, multiple components, or all components. Optional/Component C services are itemized separately and billed only if authorized in writing. State all assumptions, exclusions, and City responsibilities below.

Component / Service	Not-to-Exceed Fee ($)	Notes
Component A — Cost Allocation Plan and Federal Grants Cost Recovery Review	$15,000	
Component B — Citywide User Fee Study	$30,000	
Subtotal — Base Components (A + B)	**$45,000**	

Component C — Optional On-Call Implementation Support / Additional Services			
Optional / Additional Service (itemize)	**Unit Price ($)**	**Est. Qty**	**Extended ($)**
Additional staff training session (per session)	$500	1	$500
Additional Council study session or briefing (per meeting)	$1,000	1	$1,000
Post-adoption support (per hour or per task — specify)	$250	1	$250
Annual update in a later year (per update)	$12,000	1	$12,000
Other (specify): _____			-
Subtotal — Optional / Additional Services (Component C)			**$13,750**
TOTAL — All Proposed Components and Optional Services			**$58,750**

Assumptions, exclusions, and City responsibilities on which pricing depends:

These fees are not-to-exceed values and are inclusive of travel expense as applicable and are based on standard completion of tasks

CITY OF SOUTH GATE

RFP No. FIN-2026-[XX] — Cost Allocation Plan and User Fee Study

Milestone Payment Schedule — Attachment

Instructions: Complete this tab only for the component(s) you are proposing on. Enter a payment allocation in the blue cells for each milestone (task). Components A and B are paid as fixed amounts by milestone, billed in arrears as each milestone deliverable is accepted (draft PSA Exhibit B, Sections B.1 and B.2). The milestone amounts for a component must sum to that component's Not-to-Exceed amount on the Cost Proposal tab; the status cell turns green when they reconcile and red when they do not. This allocation is used to populate Exhibit B at award and is not part of the comparative cost figure. Component C is not milestone-based; it is billed at the Hourly Rates or a fixed authorized amount, so it is not listed here.

Component A — Milestone (Task)		Payment Allocation ($)
A1	Project Initiation and Data Collection	$1,100
A2	Review of Financial Structure and Operations	$700
A3	Identification of Central Service and Indirect Costs	$700
A4	Development of Cost Allocation Methodology	$4,000
A5	Federal Grants Cost Recovery and Compliance Review	$5,100
A6	Cost Allocation Plan Report and Model	$1,900
A7	Federal Grants Documentation Toolkit	$750
A8	Training and Presentation	$750
Total		**$15,000**
Component Not-to-Exceed (from Cost Proposal tab)		$15,000
Reconciliation status		**Reconciles**

Component B — Milestone (Task)		Payment Allocation ($)
B1	Project Initiation and Data Collection	$1,000
B2	Inventory of Fees and Charges	$1,000
B3	Service Identification and Definition	$1,400
B4	Cost-of-Service Methodology, Data Collection, and Validation	$1,400
B5	Full Cost and Cost Recovery Analysis	$7,300
B6	Legal and Regulatory Review and Benchmarking	$3,000
B7	Fee Recommendations, Policy Options, and Fee Model	$2,600

B8	Draft and Final User Fee Study Report	$8,300
B9	Training and Presentation	$4,000
Total		**$30,000**
Component Not-to-Exceed (from Cost Proposal tab)		$30,000
Reconciliation status		**Reconciles**

Contract Sum (A + B milestone totals)	**$45,000**

The Contract Sum above must equal the Contract Sum stated in PSA Section 2 and the sum of the awarded component Not-to-Exceed amounts. Component C (optional, on-call) is billed as authorized and is not included here.

Hourly Rate Schedule

For optional and additional services authorized in writing by the City.

Staff Classification	Hourly Rate ($)
Principal / Project Director	$300
Project Manager	$250
Senior Analyst	$225
Analyst	$150
Administrative / Support	N/A

All rates shall be inclusive of expenses unless reimbursables are separately itemized and capped.

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

1:48pm

Item No. 9

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
Originating Department: **Administrative Services**

Department Head: *Luis Frausto* ***City Manager:*** *Rob Houston*

SUBJECT: APPROVAL OF AN AGREEMENT WITH GRANICUS, LLC FOR AGENDA MANAGEMENT, PUBLIC RECORDS, WEBSITE, AND CIVIC ENGAGEMENT SOFTWARE SUBSCRIPTIONS USING OMNIA PARTNERS COOPERATIVE CONTRACT NO. 159768

PURPOSE: To approve a three-year agreement with Granicus, LLC for the City's existing agenda management, public records, website, and civic engagement software subscriptions. The agreement consolidates the City's existing services under one contract through August 9, 2029, at a total cost not to exceed $287,014.52, including a 10% contingency.

RECOMMENDED ACTIONS: The City Council will consider:

a. Finding that this purchase is exempt from formal bidding under South Gate Municipal Code (SGMC) Section 1.54.510(C), because it is made under Region 14 Education Service Center Contract No. 159768, which Region 14 Education Service Center awarded to Granicus, LLC through competitive Request for Proposals No. 25-S940 and makes available to public agencies through OMNIA Partners;

b. Approving Agreement with Granicus, LLC for agenda management, public records request management, website, and civic engagement software subscriptions for a three-year term from August 10, 2026, through August 9, 2029, in an amount not to exceed $287,014.52, which includes $260,922.29 for the subscriptions in Granicus Quote No. Q-574980 and a 10% contingency of $26,092.23;

c. Ratifying the City's continued use of the Granicus, LLC subscriptions from August 10, 2026, through the date the Agreement is executed, with payment for that period included in the not-to-exceed amount of the Agreement; and

d. Authorizing the Mayor or City Manager to execute the Agreement in a form approved by the City Attorney.

SUMMARY: Granicus provides four connected systems used by City staff and residents. The City Clerk uses Peak Agenda Management to prepare and publish City Council agendas and minutes. Residents use the GovQA portal to submit California Public Records Act requests, and departments use it to track, redact, and respond to them. The OpenCities platform hosts the City

website, and the OneView mobile app lets residents report issues such as potholes and graffiti and receive City notices.

The City's prior agreement with Granicus, Contract No. 2021-106-CC, ended on August 9, 2026. Granicus has kept all services running while staff prepared a new agreement, and the City has not yet paid for the service year that began August 10, 2026. The new Agreement replaces that contract and the separate GovQA order with a single contract. It would begin on August 10, 2026, so there is no gap in coverage, and end on August 9, 2029. Granicus Quote No. Q-574980 sets the first-year price at $82,766.78, with 5% increases in the second and third years (Attachment A). Staff recommends approval to keep these public-facing services in place under a written agreement with fixed pricing for three years.

FISCAL IMPACT: The not-to-exceed amount of the Agreement is $287,014.52 over three fiscal years. This includes $260,922.29 for the subscriptions and a 10% contingency of $26,092.23. Granicus bills each year's subscriptions at the start of the service year in August, so each annual payment falls within a single fiscal year, as shown below.

Service	FY 2026-27	FY 2027-28	FY 2028-29	Total
Agenda management (Peak)	$16,554.04	$17,381.74	$18,250.83	$52,186.61
City website (OpenCities)	$15,225.00	$15,986.25	$16,785.57	$47,996.82
Public records requests (GovQA)	$20,999.74	$22,049.73	$23,152.21	$66,201.68
Civic engagement app (OneView)	$29,988.00	$31,487.40	$33,061.78	$94,537.18
Subtotal, Quote No. Q-574980	$82,766.78	$86,905.12	$91,250.39	$260,922.29
Contingency (10%)				$26,092.23
Total Not-to-Exceed Amount				**$287,014.52**

Source: Granicus Quote No. Q-574980 dated October 13, 2026. Service groupings prepared by staff from the quote line items. The contingency is not assigned to a fiscal year and will be used only if needed.

Funding for the FY 2026-27 payment of $82,766.78 is available in the adopted budget under the following Software Maintenance accounts: Information Systems (522-305-12-6730), General Fund (100-710-12-6730 and 212-713-12-6730), and Water Fund (411-731-71-6730). No additional appropriation is required.

Payments for FY 2027-28 and FY 2028-29 will be incorporated into the respective proposed annual budgets, as this is an ongoing expense. The contingency provides for potential usage-based charges, including $1,200 annually for each terabyte of public records storage exceeding the 2 terabytes included in the subscription.

BACKGROUND: The City has used Granicus software since 2021, initially for its website and agenda management functions. Subsequent amendments expanded the services to include the OneView resident service request application. In April 2026, the City added GovQA for public records request management under a separate subscription.

The previous agreement expired on August 9, 2026. The proposed agreement consolidates these existing subscriptions into one three-year contract, establishes a common renewal date, and maintains uninterrupted service. No new software products are being purchased.

Region 14 Education Service Center, a public education agency in Abilene, Texas, issued Request for Proposals No. 25-S940 for Software and SaaS Solutions on May 6, 2025. Notice was published nationally, including in USA Today and the San Bernardino County Sun. Region 14 received 31 proposals on June 19, 2025, and awarded contracts to 10 firms, including Granicus (Attachment B). The Granicus contract, No. 159768, took effect December 8, 2025, for a three-year term with options to renew for up to two additional years (Attachment C).

ANALYSIS: Staff recommends continuing with Granicus because these systems are in daily use, hold years of City records and web content, and can be renewed at fixed pricing under a contract that has already been competitively awarded. Bringing all Granicus products under one contract with one term, one renewal date, and one price schedule also makes the City's total cost easier to see and the contract easier to manage.

Scope of Work
The Agreement renews the City's existing subscriptions and adds no new products. Peak Agenda Management supports agendas and minutes for all City meeting bodies with unlimited users. GovQA provides the public records portal, automatic due-date tracking, redaction tools, sign-on with City Microsoft accounts, and a tool for processing email records. OpenCities provides website hosting in Microsoft's government cloud, ongoing security and accessibility updates, and a 99.9% uptime commitment. OneView provides the resident service request app, a searchable knowledge base, and messaging tools.

Procurement Method
SGMC Section 1.54.510(C) allows the City to purchase without formal bidding through a contract awarded by another public agency when that agency used a competitive process and the vendor supplies the City at the same or a better price. Region 14 Education Service Center's solicitation was publicly advertised, open for 44 days, and evaluated on pricing (40 points), ability to provide the services (30 points), references and experience (20 points), and added value (10 points). Granicus scored 87 of 100 points. The contract is available to public agencies nationwide through OMNIA Partners, and the Granicus quote is issued under it. The City is registered with OMNIA Partners as a participating public agency (ID 4001574).

Pricing
Contract No. 159768 sets maximum prices for each Granicus product, and every line item in the City's quote is priced below the maximum on Granicus's OMNIA Partners price list (Attachment C). The contract allows renewal increases of up to 10% per year. The City's quote limits increases to 5% in each of the second and third years. For GovQA, the first-year price of $20,999.74 is 5% above the $19,999.75 annual rate in the City's March 2026 order.

Alternatives Considered
The City could issue its own solicitations for each system. That would take several months, and a vendor change would require moving the website, agenda archive, and records request history. The City could also decline to approve the Agreement. Services would then continue without a

written agreement, and the quote states that a lapse in payment may result in suspension of service and a setup fee to reinstate it.

ATTACHMENTS: A. Granicus Quote No. Q-574980 dated October 13, 2026
B. Region 14 Education Service Center Request for Proposals No. 25-S940 Executive Summary and Scoring Summary
C. Region 14 Education Service Center Contract No. 159768 with Granicus, LLC (Excerpts, including Price List Pages)
D. Draft Professional Services Agreement Between the City of South Gate and Granicus

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
South Gate CA

Procurement Vehicle: OMNIA (159768)
In Support of: South Gate CA

ORDER DETAILS

Prepared By:	Mary Gomez
Phone:	
Email:	mary.gomez@granicus.com
Order #:	Q-574980
Prepared On:	13 Oct 2026
Expires On:	20 Oct 2026

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	09 Aug 2026
Initial Order Term End Date:	09 Aug 2029
Period of Performance:	10 Aug 2026 - 09 Aug 2027

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

- *Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of $1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract South Gate CA is able to contact Granicus for a report on how much storage has been used.*

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Peak Agenda Management	Annual	1 Each	$16,554.04
Knowledge Base: Subscription	Annual	1 Each	$3,570.00
Messaging: Subscription	Annual	1 Each	$3,927.00
AzureAD Connector License	Annual	1 Each	$1,050.00
Platform - Enterprise: Subscription	Annual	1 Each	$0.00
OpenForms Team License	Annual	1 Each	$0.00
OpenCities SaaS License	Annual	1 Each	$14,175.00
Single Sign-on (GovQA)	Annual	1 Each	$1,508.84
Public Records Request Management	Annual	1 Each	$13,912.50
Open Platform Suite	Annual	1 Each	$0.00
Send Agenda (Peak)	Annual	1 Each	$0.00
Service Request Management Module for Enterprise: Subscription	Annual	1 Each	$22,491.00
Single Sign-on (GovQA) Annual Services and Maintenance	Annual	1 Each	$402.56
Hosted Data Storage (TB)	Annual	2 Each	$0.00
PST Email Extractor	Annual	1 Each	$2,683.79
Public Records Request Management Annual Services and Maintenance	Annual	1 Each	$2,089.49
Granicus Communications for Integrations	Annual	1 Each	$0.00
PST Email Extractor Annual Services and Maintenance	Annual	1 Each	$402.56
		SUBTOTAL:	**$82,766.78**

FUTURE YEAR PRICING

	10 Aug 2027 - 09 Aug 2028	10 Aug 2028 - 09 Aug 2029
Peak Agenda Management	$17,381.74	$18,250.83
Knowledge Base: Subscription	$3,748.50	$3,935.93
Messaging: Subscription	$4,123.35	$4,329.52
AzureAD Connector License	$1,102.50	$1,157.63
Platform - Enterprise: Subscription	$0.00	$0.00
OpenForms Team License	$0.00	$0.00
OpenCities SaaS License	$14,883.75	$15,627.94
Single Sign-on (GovQA)	$1,584.28	$1,663.50
Public Records Request Management	$14,608.13	$15,338.53
Open Platform Suite	$0.00	$0.00
Send Agenda (Peak)	$0.00	$0.00
Service Request Management Module for Enterprise: Subscription	$23,615.55	$24,796.33
Single Sign-on (GovQA) Annual Services and Maintenance	$422.69	$443.82
Hosted Data Storage (TB)	$0.00	$0.00
PST Email Extractor	$2,817.98	$2,958.88
Public Records Request Management Annual Services and Maintenance	$2,193.96	$2,303.66
Granicus Communications for Integrations	$0.00	$0.00

PST Email Extractor Annual Services and Maintenance	$422.69	$443.82
SUBTOTAL:	**$86,905.12**	**$91,250.39**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Knowledge Base: Subscription	Ongoing subscription for Knowledge Base
Messaging: Subscription	Ongoing annual maintenance for Messaging
AzureAD Connector License	Websites & CMS integrates with your Microsoft Active Directories (via AzureAD not on-prem), giving staff the convenience of a single sign-on experience and automatically mapping the appropriate roles and permissions in Websites & CMS to relevant AD users.
Platform - Enterprise: Subscription	Service Request Management Enhanced Subscription, includes base platform, Mobile, and Web Apps. Requires an additional module (Service Requests, Messaging, Knowledge Base, Waste Reminders) added.
OpenForms Team License	Forms & Workflow is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. This application is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that can adjust based on customers responses.
OpenCities SaaS License	The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes:

Solution	Description
	- All OpenCities out of the box functionality (excluding optional/premium modules priced separately) - Platform setup and full project management - Managed cloud hosting via Microsoft AzureGov - Ongoing security updates - Ongoing product updates and enhancements - WCAG AA Accessibility maintained perpetually - 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) - Comprehensive SLA and Support Ticketing system See subscription agreement for details.
Single Sign-on (GovQA)	Integrate the Granicus Records Request Management solution with an identity and access management (IAM) solution. IAM options include: Microsoft Entra ID, Azure Active Directory, Okta, or any IAM that uses SAML 2.0 protocol.
Public Records Request Management	Annual subscription to a centralized public records request management and tracking platform which includes: A branded public portal for request intake with a patented, request deflection technology option Automated date calculation that uses public records law and organization work schedules to calculate request due dates Highly configurable automated workflow rules to automate request processing and routine tasks Request tracking with monitoring tools, configurable escalations, and a complete audit trail Redaction Tool with unlimited user licenses Billing features include configurable fee schedule, time and materials tracking, and the ability to generate and present estimates and invoices to requesters A robust reporting suite.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Service Request Management Module for Enterprise: Subscription	Ongoing subscription for Enterprise Service Request Management Module
Single Sign-on (GovQA) Annual Services and Maintenance	Year 1: The Granicus Services Team (consultant and technical support engineer) will configure the connection based on data received from customer IT / AD administrator. This will be tested during workshops for successful authentication into the system. Year 2+ Services: In addition to Granicus Support and Success the Services

Solution	Description
	team will be available upon request to provide the following GovQA Assistance for customers: • New Staff Training (2 hours) • Recommended System Cleanup and Refresh • SSO Changes or Updates required by Customer or Granicus
Hosted Data Storage (TB)	A secure, cloud-based repository for storing documents related to records requests, designed to meet public sector compliance standards while ensuring dependable access and retention.
PST Email Extractor	Extract and deduplicate PST or MBOX files into component message files with their attachments, while retaining the original PST or MBOX file.
Public Records Request Management Annual Services and Maintenance	Year 1 Services: The Granicus Services Team will conduct weekly requirements-gathering interviews with the customer over a period of 12-16 weeks during which the consultant will identify the system configuration needed for successful intake, analysis, and disposition of Public Record Requests in a manner that matches or enhances the customer's existing Public Record Request business processes and aligns with industry best practices. The Services Team will configure up to 2 Public Record Request Types, up to 40 automated workflow rules, and will coach the customer's project team on change management. Once GovQA is configured a designated Trainer will be assigned to perform live training sessions. In final preparation for software launch a transition session will be completed to the Granicus Support and Success Teams. Year 2+ Services: In addition to Granicus Support and Success the Services team will be available upon request to provide the following GovQA Assistance for customers: • New Staff Training (4 hours) • Portal Updates • Add/Update Retention Schedules • Custom Field Updates • Admin Task Updates: Adding Staff, Updating Workflows & Letterhead Templates • Recommended System Cleanup and Refresh • Report Creation • If applicable: Redaction Code Updates • If applicable: SSO Changes • If applicable: Payment Vendor Changes
Granicus Communications for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by Granicus Communications). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus

Solution	Description
	Advanced Network. Note: Granicus Communications integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
PST Email Extractor Annual Services and Maintenance	Year 1: The Granicus Services Team (consultant and technical support engineer) will enable and test these features. The feature's functionality will be reviewed with the customer's project team during workshops. Year 2+ Services: In addition to Granicus Support and Success the Services team will be available upon request to provide the following GovQA Assistance for customers: • New Staff Training (2 hours) • Recommended System Cleanup and Refresh

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with

Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-574980 dated 13 Oct 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of South Gate CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- AI SYSTEM USAGE: Notwithstanding anything to the contrary in any contract between Client and Granicus, Client's use of AI functionality contained in any Granicus product or service will be subject to the terms set forth in the AI Addendum located here: https://granicus.com/wp-content/uploads/AI-Functionality-All-Products.pdf Any conflict between the terms of the contract and the AI Addendum will be resolved in favor of the Addendum. If Client is not willing or able to accept the terms set forth in the Addendum, Client is not permitted to access or use any AI functionality absent separate written agreement between Client and Granicus.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- The terms and Conditions of the Agreement 159768 effective 08 DEC 2025 between Granicus and OMNIA Partners govern this Quote and are incorporated herein by reference, including the Master Agreement and all exhibits thereto.

	Tier	Low	High
Annual Request Volume (ARV)	1	0	99
	2	100	299
	3	300	499
	4	500	999
	5	1,000	2,499
	6	2,500	4,999
	7	5,000	7,499
	8	7,500	10,000

	Subsequent tiers	2,500

Client will be renewed in the ARV tiers specified in the table above for use of Records Requests products (i.e., GovQA) based on the actual Request Volumes available in the Client's production environment from beginning of the current Term up to the provision of a renewal quote projected as an ARV.

If less than six (6) months of Request Volume data is available, client will be renewed at the same tier as the previous Term.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-574980 dated 13 Oct 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

South Gate CA	
Signature:	
Name:	
Title:	
Date:	

Software and SaaS Solutions
Executive Summary

Lead Agency: Region 14 Education Service Center (ESC)

Solicitation : 25-S940

RFP Issued: May 6, 2025

Pre-Proposal Date: N/A

Response Due Date: June 19, 2025

Proposals Received: 31

Awarded to: Climb Channel Solutions, Euna Solutions, Gaggle, Granicus, Laz Parking, Neo Gov, PayByPhone, TeamDynamix, Turnitin and Vertosoft.

The Region 14 ESC Department of Procurement] issued RFP# 25-S940 on May 6, 2025, to establish a national cooperative contract for Software and SaaS Solutions

The solicitation included cooperative purchasing language in Sections I and Attachment A:

The Region 14 Education Service Center, as the Principal Procurement Agency, defined in APPENDIX B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 14 Education Service Center is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX B, or as otherwise agreed to. APPENDIX B contains additional information about OMNIA Partners and the cooperative purchasing program

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Bonfirehub portal
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Abilene Reporter, TX or Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal

- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal

On June 19, 20255 proposals were received from the following offerors:

- Arco Services
- Berry Dunn McNeil
- Blu5Green
- Climb Channel Solutions
- Consultadd
- Dilytics
- Euna Solutions
- Flowrr
- Gaggle
- Global Solutions
- Granicus
- HighCloud Solutions
- iDismiss
- JourneyEd.com
- Kaisen Laboratories
- LAZ Parking
- MGT of America
- Neo Gov (governmentjobs.com)
- New Tech Solutions
- PayByPhone Technologies
- PowerSchool Group
- Promact Infotech
- Pursuit
- Radix Engineering & Software
- Rusd Solutions
- Sysintellects
- TeamDynamix Solutions
- Turnitin
- vCloud Tech
- Vertosoft

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Climb Channel Solutions, Euna Solutions, Gaggle, Granicus, Laz Parking, Neo Gov, PayByPhone, TeamDynamix, Turnitin and Vertosoft proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses

The Region 14 ESC, OMNIA Partners and the following offerors successfully negotiated a contract: Climb Channel Solutions, Euna Solutions, Gaggle, Granicus, Laz Parking, Neo Gov, PayByPhone, TeamDynamix, Turnitin and Vertosoft. The Region 14 ESC executed the agreements, each with a contract effective date of October 1, 2025

Contract includes: The suppliers provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial three-year agreement from October 1, 2025 through September 30, 2028 with the option to renew for two (2) additional one-year periods through September 30, 2030

Pricing/Discount:

Refer to Supplier's dedicated microsite for pricing

OMNIA

25-S940 - Request for Proposal (RFP) for Software and SaaS Solutions
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Pricing / 40 pts	Ability to provide / 30 pts	References and Experience / 20 pts	Value Add / 10 pts	Technology / 0 pts
Acro Service Corporation	50	19	15	11	5	0
Berry Dunn McNeil & Parker, LLC	50	20	15	10	5	0
Blue5Green LLC	45	20	10	10	5	0
Climb Channel Solutions	**80**	**38**	**26**	**16**	**0**	**0**
Consultadd INC.	45	20	10	10	5	0
Dilytics Inc	60	30	10	15	5	0
Euna Solutions	**86**	**36**	**27**	**15**	**8**	**0**
Flowrr	0	0	0	0	0	0

Supplier	Total / 100 pts	Pricing / 40 pts	Ability to provide / 30 pts	References and Experience / 20 pts	Value Add / 10 pts	Technology / 0 pts
Gaggle.Net, Inc.	**81**	**32**	**29**	**17**	**3**	**0**
Global Solutions Group, Inc.	55	20	15	15	5	0
Governmentjobs.com d/b/a NEOGOV	**88**	**33**	**28**	**18**	**9**	**0**
Granicus, LLC	**87**	**31**	**30**	**20**	**6**	**0**
HighCloud Solutions, Inc.	45	20	10	10	5	0
iDismiss, LLC	0	0	0	0	0	0
JourneyEd.com, Inc.	55	30	15	10	0	0
Kaizen Laboratories Inc.	50	20	15	10	5	0
LAZ Parking	**87**	**37**	**26**	**16**	**8**	**0**

Supplier	Total / 100 pts	Pricing / 40 pts	Ability to provide / 30 pts	References and Experience / 20 pts	Value Add / 10 pts	Technology / 0 pts
MGT of America Consulting, LLC	60	30	15	10	5	0
New Tech Solutions Inc	65	30	20	10	5	0
PayByPhone Technologies Inc.	**83**	**29**	**28**	**18**	**8**	**0**
PowerSchool Group LLC	87	34	28	17	8	0
Promact Infotech Pvt Ltd	0	0	0	0	0	0
Pursuit	55	20	15	15	5	0
Radix Engineering and Software	50	20	15	10	5	0
ReadyOp Communications, Inc	42	20	10	10	2	0
rusd solutions	0	0	0	0	0	0

Supplier	Total / 100 pts	Pricing / 40 pts	Ability to provide / 30 pts	References and Experience / 20 pts	Value Add / 10 pts	Technology / 0 pts
Sysintellects LLC	50	20	15	10	5	0
TeamDynamix Solutions LLC	**82**	**32**	**28**	**15**	**7**	**0**
Turnitin, LLC	**80**	**33**	**29**	**16**	**2**	**0**
vCloud Tech Inc.	56	25	15	10	6	0
Vertosoft LLC	**83**	**36**	**27**	**12**	**8**	**0**

Region XIV Education Service Center
1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

December 5th, 2025

Jordan Copland
CFO / President
Granicus, LLC
1152 15th Street NW, Suite 800
Washington, DC
Sent via email to: contracts@granicus.com

Re: Award of Contract 159768 Software Solutions and Services

Dear Jordan Copland:

Region 14 Education Service Center is happy to announce that Granicus, LLC has been awarded Contract # 159768 based on the proposal submitted to Region 14 ESC in response to RFP #25-S940 Software and SaaS Solutions. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Granicus, LLC's response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective December 8th, 2025. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...
Emily Jeffrey
Region 14, Chief Financial Officer

Region 14 Education Service Center

Contract # 159768

for

Software & SaaS Solutions with

Granicus

Effective: December 8, 2025

The following documents comprise the
executed contract effective: December 8, 2025

I. Region 14 ESC Terms & Conditions
II. Vendor Contract and Signature Form
III. Granicus SSA & SLA
IV. Supplier's Response to RFP, incorporated by reference

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract. **To the extent permitted by applicable law, Supplier will have control of the defense and reserves the right to settle any claim. Region 14 ESC must notify Supplier promptly of any claim and provide reasonable cooperation to Supplier, upon Supplier's request and at Supplier's cost, to defend such claim. Supplier will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Region 14 ESC may elect to participate in the defense of any claim with counsel of its choosing at its own expense.**

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted quarterly during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract quarterly during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Survival. All applicable software license agreements, warranties or service agreements that are entered into between the Contractor and Region 14 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Contracts with Public Agencies. Supplier and Region 14 acknowledge that these terms & conditions apply strictly to this contract between Supplier and Region 14 and shall not necessarily apply to the final contract between Supplier and each Public Agency that agrees to purchase Supplier's goods and services. **All use of Supplier's good and services by each Public Agency is subject to Supplier's License Agreement (the "License Agreement"), including the more specific terms and conditions (between the parties) in the form attached as Exhibit A, which incorporated herein by reference and shall govern the rights, duties, and obligations of the Supplier and the Public Agency with respect to the transaction between them.** To the extent that there is a conflict between this contract and the License Agreement (between the Supplier and the Public Agency), as to that Public Agency, the terms and conditions of the License Agreement shall control.

Section Updated as approved on 2026_03_27

Docusign Envelope ID: C6DC5200-9FFB-4464-94DD-B4514B10CBF1

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Granicus, LLC.
Company Name

1152 15th Street NW, Suite 800
Address

Washington,	DC	20005
City	State	Zip

(800) 314-0147	N/A
Telephone Number	Fax Number

contracts@granicus.com
Email Address

Jordan Copland	CFO / President
Printed Name	Position

DocuSigned by:
5E5E7560E29E49B...
Authorized Signature

GRANICUS

Subscription and Services Agreement
US/Canada

This Subscription and Services Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences that references this Agreement (**"Effective Date"**), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW (**"Client"**) and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada (**"Granicus"**).

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client's behalf. Content expressly excludes Granicus Data;

"Deliverable(s)" means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

"Granicus Data" means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

"Products" means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or

tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Subscription Term.** The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation.** Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages**. For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's

offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services**. Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS ($5,000).

12. General.

a) Force Majeure. With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

Granicus
Contracts
1152 15th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus'

response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

REGIONAL HOURS OF AVAILABILITY AND SUPPORT CONTACT CHANNELS

Region	Regular Support Hours	Support Contact Channels
USA	Monday - Friday 8:00 AM-8:00 PM EST Excluding Federal Holidays	support.granicus.com 1-800-314-0147
Canada	Monday - Friday 8:00 AM-8:00 PM EST Excluding Statutory Holidays	support.granicus.com 1-800-314-0147
Europe	Monday - Friday 9:00 AM-5:00 PM GMT Excluding Statutory Holidays	support.granicus.com +44 (0) 800 032 7764
Australia & New Zealand	Monday - Friday 9:00 AM-5:30 PM AEST Excluding National Holidays and Victorian public holidays	support.granicus.com +61 3 9913 0020
Subscribers GovDelivery Help	Monday - Friday 8:00 AM-8:00 PM EST Excluding US Federal Holidays	subscriberhelp.granicus.com subscriberhelp@granicus.com 1-800-439-1420 USA +44 (0) 808 234 7450 Europe
Emergency Support	*Emergency technical support is available 24/7* ***by phone*** *only for customers experiencing a* ***Level 1*** *outage as defined below*	

TECHNICAL SUPPORT SEVERITY LEVEL DEFINITIONS

Severity Level	Description	Time to 1st Response	Granicus Action
Level 1 EMERGENCY	Incident represents complete unavailability of the Granicus Products for all users and no workaround is available	Within two (2) hours	Incident response process is initiated upon verification. Work on a resolution begins immediately (24/7/365). Notifications and updates of resolution or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com.
Level 2 SEVERELY IMPAIRED	Incident occurs when a major feature of the product is not working or fails repeatedly and there is no workaround available	Within four (4) hours	Incident response process is initiated upon verification. Case is evaluated whether a solution or acceptable work around can be achieved. Notifications and updates of resolutions or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com
Level 3 IMPAIRED	Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available	Within one (1) business day	Upon verification case is assigned and work on resolution begins within 1 business day. If the issue is reported after hours, it will not be assigned until the next business day.
Level 4 LOW IMPACT	Incident that has a limited business impact; primary functionality is unaffected	Within three (3) business days	Upon verification case is assigned and work on resolution begins within 3 business days. If the issue is reported after hours, it will not be assigned until the next business day.
Granicus shall use commercially reasonable efforts to resolve incidents affecting Granicus Products. Incidents that require debugging of programming code may need to be corrected during the next regular update cycle. Resolution time will be based on the details and severity of an incident. Regular follow-ups will be communicated with the customer until final resolution is reached			

PRODUCT AVAILABILITY

Granicus will use commercially reasonable efforts to make the Granicus Products Available 99.9% of the Available Hours of Operation, calculated on a calendar quarter basis, as follows:

[(Total time in a quarter – Unexpected Downtime – Scheduled Downtime – Service Disruption) / (Total time in a quarter – Schedule Downtime – Service Disruption)] * 100

Reasonable efforts are made to avoid Scheduled Downtime to perform maintenance, however, in circumstances where Scheduled Downtime is required, notification will be posted at least 10 days in advance for all Product Suites, scope of maintenance activities may be refined to ensure adherence to published schedule. Customers can subscribe to product specific email notifications on the status page status.granicus.com

Notifications for Granicus Products of any system-wide outages will be posted to status.granicus.com and will occur within one (1) hour from the time the issues are first recognized by Granicus.

Reports of Unscheduled Downtime will be provided upon request up to once per calendar quarter.

Term	Definition
Availability	ability of a user to access the Granicus Product via the internet. Granicus uses industry-standard third-party monitoring to measure Availability through URL monitoring (HTTP)
Available Hours of Operation	twenty-four hours a day, seven days per week, minus Scheduled Downtime
Maintenance	updates, upgrades, bug fixes, and patches to the Granicus Products. Maintenance times vary by Product. An up-to-date maintenance schedule can be found at status.granicus.com.
Scheduled Downtime	is the period when the Granicus Product may be inaccessible to permit Granicus to perform Maintenance services
Service Disruption	is the downtime arising from causes beyond the reasonable direct control of Granicus, such as the interruption or failure of digital transmission links or telecommunications, hostile network attacks, or issues arising with customer Domain Name Systems (DNS).
Unexpected Downtime	is any time after the first five minutes of downtime where the Granicus Product is not Available in any way

OUTAGE CREDIT

Any credit provided within this Technical Support and Availability document will be referred to as an **Outage Credit**. The Outage Credit shall be applied as credit to the customer's following renewal term for the customer's affected Granicus Product and will be added to the end of the then-current period of performance and shall be provided upon the customer's request.

Outage Credit is available solely to the extent Unscheduled Downtime created unavailability of the entire Granicus product. In no event shall any credit for a calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether Unscheduled Downtime has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

Site Outage per Quarter (Unless Otherwise Specified Below)	**Amount of Outage Credit** (Unless Otherwise Specified Below)
>99.9%	No Outage Credit
99.8-98.0%	1 day credit
97.9-97.0%	3 days credit
96.9% or less	7 days credit

Section 2 – Pricing

Please also refer to Section 2 Attachment - Granicus Pricelist.xlsx

A. Availability of Products and Pricing (40 points)

1. Provide pricing for products, services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.
   a. Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

Acknowledged.

   b. Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Granicus price list is ceiling (not to exceed) pricing.

   c. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.

Our ceiling (not to exceed) price list is included as **Section 2 Attachment - Granicus Pricelist.**

2. Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.

Granicus does use annual cost increases to support general maintenance, upkeep, and development of future and current products. Granicus is a SaaS company that incurs landed costs that rise every year, including 3rd party vendor/infrastructure costs and internal and external resources to maintain and support the hosted environment, and as such uses annual price increases to support those incurred costs. Additionally, we are regularly adding products and services, which will cause us to require updates to our pricelists on a quarterly basis.

Product Code	Product Name	License Metric	Subscription Type	Product Type	PRICE
ERP-HDW-REPL-OTF	Time Clock Replacement Hardware	Each	One-time	Hardware	2000
COMM-SMS-10LC-REC	SMS - 10 Digit Long Code (DLC)	Each	Renewable	Subscription	325
COMM-SMS-10LC-OTF	SMS - 10 Digit Long Code (DLC) - Setup and Configuration	Each	Renewable	Service	1625
PCLH-OPT-SML-REC	PCL-E (SmartGov) Optimization Audit Small	Each	One-time	Service	1290
PCLH-OPT-MED-REC	PCL-E (SmartGov) Optimization Audit Medium	Each	One-time	Service	1720
PCLH-OPT-LRG-REC	PCL-E (SmartGov) Optimization Audit Large	Each	One-time	Service	2150
PCLH-OPT-XLG-REC	PCL-E (SmartGov) Optimization Audit X-Large	Each	One-time	Service	2580
COMM-SEND-INT-REC	Send By Granicus Communications	Each	One-time	Service	975
FEE-GOVD-MISC	Granicus Communications– Miscellaneous Fee	Each	One-time	Fee	148,225.00
GOVD-GVA-DSC-SUB-R-011061	Granicus Communications for govAccess Customers Potential Users (45000000-45999999)	Each	Renewable	Subscription	1,996,981.00
GOVD-GVA-DSC-SUB-R-011063	Granicus Communications for govAccess Customers Potential Users (34000000-34999999)	Each	Renewable	Subscription	1,519,971.00
GOVD-GVA-DSC-SUB-R-011067	Granicus Communications for govAccess Customers Potential Users (12000000-12999999)	Each	Renewable	Subscription	565,953.00
GOVD-GVA-DSC-SUB-R-011068	Granicus Communications for govAccess Customers Potential Users (30000000-30999999)	Each	Renewable	Subscription	1,346,513.00
GOVD-GVA-DSC-SUB-R-011070	Granicus Communications for govAccess Customers Potential Users (500000-999999)	Each	Renewable	Subscription	68,001.00
GOVD-GVA-DSC-SUB-R-011079	Granicus Communications for govAccess Customers Potential Users (14000000-14999999)	Each	Renewable	Subscription	652,681.00
GOVD-GVA-DSC-SUB-R-011081	Granicus Communications for govAccess Customers Potential Users (48000000-48999999)	Each	Renewable	Subscription	2,127,074.00
GOVD-GVA-DSC-SUB-R-011085	Granicus Communications for govAccess Customers Potential Users (40000000-40999999)	Each	Renewable	Subscription	1,780,158.00
GOVD-GVA-DSC-SUB-R-011086	Granicus Communications for govAccess Customers Potential Users (35000000-35999999)	Each	Renewable	Subscription	1,563,336.00
GOVD-GVA-DSC-SUB-R-011092	Granicus Communications for govAccess Customers Potential Users (5000000-5999999)	Each	Renewable	Subscription	226,141.00
GOVD-GVA-DSC-SUB-R-011094	Granicus Communications for govAccess Customers Potential Users (4000000-4999999)	Each	Renewable	Subscription	194,513.00
GOVD-GVA-DSC-SUB-R-011096	Granicus Communications for govAccess Customers Potential Users (2000000-2999999)	Each	Renewable	Subscription	131,257.00
GOVD-GVA-DSC-SUB-R-011098	Granicus Communications for govAccess Customers Potential Users (23000000-23999999)	Each	Renewable	Subscription	1,042,962.00
GOVD-GVA-DSC-SUB-R-011099	Granicus Communications for govAccess Customers Potential Users (43000000-43999999)	Each	Renewable	Subscription	1,910,252.00
GOVD-GVA-DSC-SUB-R-011100	Granicus Communications for govAccess Customers Potential Users (44000000-44999999)	Each	Renewable	Subscription	1,953,616.00
GOVD-GVA-DSC-SUB-R-011103	Granicus Communications for govAccess Customers Potential Users (26000000-26999999)	Each	Renewable	Subscription	1,173,055.00
GOVD-GVA-DSC-SUB-R-011104	Granicus Communications for govAccess Customers Potential Users (3000000-3999999)	Each	Renewable	Subscription	162,885.00
GOVD-GVA-DSC-SUB-R-011109	Granicus Communications for govAccess Customers Potential Users (13000000-13999999)	Each	Renewable	Subscription	609,317.00
GOVD-GVA-DSC-SUB-R-011113	Granicus Communications for govAccess Customers Potential Users (0-99999)	Each	Renewable	Subscription	21,382.00
GOVD-GVA-DSC-SUB-R-011114	Granicus Communications for govAccess Customers Potential Users (31000000-31999999)	Each	Renewable	Subscription	1,389,878.00
GOVD-GVA-DSC-SUB-R-011115	Granicus Communications for govAccess Customers Potential Users (15000000-15999999)	Each	Renewable	Subscription	696,046.00
GOVD-GVA-DSC-SUB-R-011117	Granicus Communications for govAccess Customers Potential Users (19000000-19999999)	Each	Renewable	Subscription	869,504.00
GOVD-GVA-DSC-SUB-R-011119	Granicus Communications for govAccess Customers Potential Users (27000000-27999999)	Each	Renewable	Subscription	1,216,420.00
GOVD-GVA-DSC-SUB-R-011120	Granicus Communications for govAccess Customers Potential Users (39000000-39999999)	Each	Renewable	Subscription	1,736,794.00
GOVD-GVA-DSC-SUB-R-011122	Granicus Communications for govAccess Customers Potential Users (17000000-17999999)	Each	Renewable	Subscription	782,775.00
GOVD-GVA-DSC-SUB-R-011123	Granicus Communications for govAccess Customers Potential Users (38000000-38999999)	Each	Renewable	Subscription	1,693,429.00
GOVD-GVA-DSC-SUB-R-011124	Granicus Communications for govAccess Customers Potential Users (9000000-9999999)	Each	Renewable	Subscription	435,859.00
GOVD-GVA-DSC-SUB-R-011127	Granicus Communications for govAccess Customers Potential Users (47000000-47999999)	Each	Renewable	Subscription	2,083,710.00
GOVD-GVA-DSC-SUB-R-011128	Granicus Communications for govAccess Customers Potential Users (36000000-36999999)	Each	Renewable	Subscription	1,606,700.00
GOVD-GVA-DSC-SUB-R-011130	Granicus Communications for govAccess Customers Potential Users (37000000-37999999)	Each	Renewable	Subscription	1,650,065.00
GOVD-GVA-DSC-SUB-R-011131	Granicus Communications for govAccess Customers Potential Users (29000000-29999999)	Each	Renewable	Subscription	1,303,149.00
GOVD-GVA-DSC-SUB-R-011132	Granicus Communications for govAccess Customers Potential Users (11000000-11999999)	Each	Renewable	Subscription	522,588.00
GOVD-GVA-DSC-SUB-R-011141	Granicus Communications for govAccess Customers Potential Users (46000000-46999999)	Each	Renewable	Subscription	2,040,345.00
GOVD-GVA-DSC-SUB-R-011142	Granicus Communications for govAccess Customers Potential Users (21000000-21999999)	Each	Renewable	Subscription	956,233.00
GOVD-GVA-DSC-SUB-R-011146	Granicus Communications for govAccess Customers Potential Users (20000000-20999999)	Each	Renewable	Subscription	912,868.00

Product Code	Product Name	License Metric	Subscription Type	Product Type	PRICE
PFS-PS-CO-FR-SC	FedRAMP - Setup and Configuration	Each	One-time	Service	2,795.00
PFS-PS-CO-EMAIL-SC	Email - Setup and Configuration	Each	One-time	Service	85,800.00
PFS-PS-CO-CC-CUSTSHCODESC	Custom Short Code - Setup and Configuration	Each	One-time	Service	16,371.00
GXC-BND-OCT2-REC	Granicus Operations Cloud - Governance (Enterprise)	Each	Renewable	Subscription	167,000.00
GOVS-SIV-SSO2-REC	Eventsforce: Single Sign-On (SAML2)	Each	Renewable	Subscription	1,954.00
GOVS-SIV-RL3-REC	Eventsforce: Eventsforce Registration licence – 1 event up to 300 registrations	Each	Renewable	Subscription	1,867.00
GOVS-SIV-PSG-REC	Eventsforce: Payment Gateway (Shuttle Global)	Each	Renewable	Subscription	712
GOVS-SIV-PL1B-REC	CRM-PLATFORM: Tier 1 - Basic - Licensing	Each	Renewable	Subscription	18,900.00
GOVS-SIV-P1BS-OTF	CRM-PLATFORM: Tier 1 - Basic - Implementation	Each	One-time	Service	8,000.00
GOVS-SIV-MUP-REC	Eventsforce: Mobile App / Desktop Version - Upgrade to 250 attendees, per event	Each	Renewable	Subscription	868
GOVS-SIV-MU6-REC	Eventsforce: Mobile App / Desktop Version - Upgrade to 2,500 attendees, per event	Each	Renewable	Subscription	6,947.00
GOVS-SIV-MU5-REC	Eventsforce: Mobile App / Desktop Version - Upgrade to 2,000 attendees, per event	Each	Renewable	Subscription	5,210.00
GOVS-SIV-MU4-REC	Eventsforce: Mobile App / Desktop Version - Upgrade to 1,500 attendees, per event	Each	Renewable	Subscription	4,342.00
GOVS-SIV-MU3-REC	Eventsforce: Mobile App / Desktop Version - Upgrade to 1,000 attendees, per event	Each	Renewable	Subscription	4,350.00
GOVS-SIV-MU2-REC	Eventsforce: Mobile App / Desktop Version - Upgrade to 750 attendees, per event	Each	Renewable	Subscription	2,605.00
GOVS-SIV-MU1-REC	Eventsforce: Mobile App / Desktop Version - Upgrade to 500 attendees, per event	Each	Renewable	Subscription	2,175.00
GOVS-SIV-MDCS-REC	Eventsforce: Mobile App / Desktop Version - Data Connectors – per unique 3rd party system (Standard)	Each	Renewable	Subscription	4,298.00
GOVS-SIV-MDCN-REC	Eventsforce: Mobile App / Desktop Version - Data Connectors – per unique 3rd party system (Non standard)	Each	Renewable	Subscription	8,596.00
GOVS-SIV-MDA-REC	Eventsforce: Mobile App / Desktop Version - Dedicated App	Each	Renewable	Subscription	8,683.00
GOVS-SIV-MBE-REC	Eventsforce: Mobile App / Desktop Version - Base Event (125 attendees, per event)	Each	Renewable	Subscription	1,271.00
GOVS-SIV-MBEE-REC	Eventsforce: Mobile App / Desktop Version - Base Event Existing Client (125 attendees, per event)	Each	Renewable	Subscription	1,271.00
GOVS-SIV-MAR-REC	Eventsforce: Mobile App / Desktop Version - Audience Response (Conferences.io) per event	Each	Renewable	Subscription	5,210.00
GOVS-SIV-GTR-REC	Eventsforce Groups & Ticketing: Registration & Ticketing - License	Each	Renewable	Subscription	10,029.00
GOVS-SIV-EMA1-REC	Eventsforce: Eventsforce Mobile App - One (1) Distributed App	Each	Renewable	Subscription	2,500.00
GOVS-SIV-CUL2-REC	Eventsforce Classic: Unlimited User Licenses	Each	Renewable	Subscription	6,512.00
GOVS-SIV-CUL1-REC	Eventsforce Classic: User Licences	Each	Renewable	Subscription	1,276.00
GOVS-SIV-CUAL-REC	Eventsforce Classic: Award Licence with unlimted entries	Each	Renewable	Subscription	1,389.00
GOVS-SIV-CUAB-REC	Eventsforce Classic: Abstract Licence with unlimited submissions	Each	Renewable	Subscription	1,389.00
GOVS-SIV-CTB-REC	Eventsforce Classic: Table Booking	Each	Renewable	Subscription	1,954.00
GOVS-SIV-CRL-REC	Eventsforce Classic: Eventsforce Registration Licence - Classic Package	Each	Renewable	Subscription	14,500.00
GOVS-SIV-CPWD-REC	Eventsforce Classic: Payment Gateway (Worldpay)	Each	Renewable	Subscription	712
GOVS-SIV-CPST-REC	Eventsforce Classic: Payment Gateway (Secure Trading)	Each	Renewable	Subscription	712
GOVS-SIV-CPSS-REC	Eventsforce Classic: Payment Gateway (Stripe - SCA)	Each	Renewable	Subscription	712
GOVS-SIV-CPSG-REC	Eventsforce Classic: Payment Gateway (Sage Pay)	Each	Renewable	Subscription	712
GOVS-SIV-CPP-REC	Eventsforce Classic: Payment Gateway (PayPal UK)	Each	Renewable	Subscription	712
GOVS-SIV-CPPP-REC	Eventsforce Classic: Payment Gateway (PayPal Payflow)	Each	Renewable	Subscription	712
GOVS-SIV-CPOG-REC	Eventsforce Classic: Payment Gateway (Ogone)	Each	Renewable	Subscription	712
GOVS-SIV-CPNB-REC	Eventsforce Classic: Payment Gateway (Netbanx)	Each	Renewable	Subscription	712
GOVS-SIV-CPGP-REC	Eventsforce Classic: Payment Gateway (Global Payments - GB Webpay)	Each	Renewable	Subscription	712
GOVS-SIV-CPEW-REC	Eventsforce Classic: Payment Gateway (eWay)	Each	Renewable	Subscription	712
GOVS-SIV-CPDT-REC	Eventsforce Classic: Payment Gateway (Datatrans)	Each	Renewable	Subscription	712
GOVS-SIV-CPDC-REC	Eventsforce Classic: Payment Gateway (DataCash - Hosted Payment Solution)	Each	Renewable	Subscription	712
GOVS-SIV-CPAS-REC	Eventsforce Classic: Payment Gateway (Authorize.net SIM)	Each	Renewable	Subscription	712
GOVS-SIV-COKU-REC	Eventsforce Classic: Onsite Kiosk - Single Event (Unlimited Reg)	Each	Renewable	Subscription	2,865.00
GOVS-SIV-COKA-REC	Eventsforce Classic: Onsite Kiosk - Additional Registrations	Each	Renewable	Subscription	3.26
GOVS-SIV-COK3-REC	Eventsforce Classic: Onsite Kiosk - Single Event (300 Reg)	Each	Renewable	Subscription	977
GOVS-SIV-CML-REC	Eventsforce Classic: Mulitlingual	Each	Renewable	Subscription	1,954.00
GOVS-SIV-CEFA-REC	Eventsforce Classic: EF Attendance App	Each	Renewable	Subscription	1,954.00
GOVS-SIV-CEA-REC	Eventsforce Classic: Eventsforce Awards Licence - Classic Package	Each	Renewable	Subscription	10,029.00
GOVS-SIV-CEAB-REC	Eventsforce Classic: Eventsforce Abstracts Licence - Classic Package	Each	Renewable	Subscription	10,029.00
GOVS-SIV-CCIM-REC	Eventsforce Classic: CRM Integration Module (Salesforce.com)	Each	Renewable	Subscription	1,954.00
GOVS-SIV-CAE-REC	Eventsforce Classic: Awards Event	Each	Renewable	Subscription	2,996.00
GOVS-SIV-CAD-REC	Eventsforce Classic: Custom Account Domain	Each	Renewable	Subscription	1,302.00
GOVS-SIV-CABE-REC	Eventsforce Classic: Abstract Event	Each	Renewable	Subscription	2,996.00
GOVS-SIV-APIU-REC	Eventsforce: API Usage	Each	Renewable	Subscription	1,954.00
GOVM-SWG-SCE-SUB	Annual Support for Standard Caption Encoder/Decoder for IP-based handoff to captioners	Each	Renewable	Subscription	2,350.00
GOVM-SWG-5EV-SUB	Off-Site Production - Five (5) Events	Each	Renewable	Managed Service	25,000.00
GOVM-ONM-MEM-REC	OneMeeting Meeting Management	Each	Renewable	Subscription	36,000.00
GOVM-ONM-LEI-REC	OneMeeting Laserfiche Integration	Each	Renewable	Subscription	3,050.00
GOVM-GQA-VRCS-REC	Video Redaction Connector Annual Services and Maintenance	Each	Renewable	Recurring Service	900
GOVM-GQA-SSOS-REC	Single Sign-on (GovQA) Annual Services and Maintenance	Each	Renewable	Recurring Service	726
GOVM-GQA-DTE-SUB	Dev/Test Environment	Each	Renewable	Subscription	20,000.00
GOVM-GQA-ADP-REC	Additional Public Records Request Type	Each	Renewable	Subscription	20,500.00
GOVL-SIV-GT11K-REC	Eventsforce: Eventsforce Registration Platform - Basic+ License	Each	Renewable	Subscription	10,100.00

Product Code	Product Name	License Metric	Subscription Type	Product Type	PRICE
SAS-SE-STS-GT-CAM-WEB	CampaignDocs Web Publishing Subscription	Each	Renewable	Subscription	110,000.00
SAS-SE-STS-GT-CAM-WEB	CampaignDocs Web Publishing Subscription	Each	Renewable	Subscription	110,000.00
SAS-SE-STS-GT-CAM-PUBLIC	CampaignDocs Public Kiosk Subscription	Each	Renewable	Subscription	110,000.00
SAS-SE-STS-GT-CAM-PUBLIC	CampaignDocs Public Kiosk Subscription	Each	Renewable	Subscription	110,000.00
SAS-SE-STS-GT-CAM-LEASE	CampaignDocs Subscription	Each	Renewable	Subscription	110,000.00
SAS-SE-STS-GT-CAM-LEASE	CampaignDocs Subscription	Each	Renewable	Subscription	110,000.00
SAS-SE-STS-FLEX-INX	Flex Index Subscription	Each	Renewable	Subscription	110,000.00
SAS-SE-STS-EXT-SUB	Extract Systems Subscription (3rd Party)	Each	Renewable	Subscription	110,000.00
SAS-SE-OO-OOS-GEN	Outside-of-Scope Line Item - Monthly	Each	Renewable	SaaS	11,000.00
SAS-SE-ME-IQM2-ES	IQM2 - eSignatures	Each	Renewable	SaaS	55,000.00
SAS-SE-ME-IQM2-DB	IQM2 - Digital Boardroom	Each	Renewable	SaaS	36,724.00
SAS-SE-ME-IQM2-CS	IQM2 - Civic Streaming	Each	Renewable	SaaS	36,724.00
SAS-SE-ME-IQM2-BC	IQM2 - Boards & Commissions	Each	Renewable	SaaS	26,217.00
SAS-SE-ME-IQM2-AM	IQM2 - Agenda & Minutes	Each	Renewable	SaaS	64,807.00
SAS-SE-MA-VID-UPSDI	Upgrade to SDI 720p Streaming	Each	Renewable	SaaS	33,000.00
SAS-SE-MA-VID-TPLYR	Template - Player	Each	Renewable	SaaS	1,650.00
SAS-SE-MA-VID-TOPP	Template - Original Programming Portal	Each	Renewable	SaaS	16,500.00
SAS-SE-MA-VID-TCVP	Template - Custom View Page	Each	Renewable	SaaS	12,100.00
SAS-SE-MA-VID-PODC	Podcasting	Each	Renewable	SaaS	8,811.00
SAS-SE-MA-VID-PE	Portable Encoder	Each	Renewable	SaaS	11,296.00
SAS-SE-MA-VID-PA	Performance Accelerator Suite	Each	Renewable	SaaS	44,000.00
SAS-SE-MA-VID-ESFW	Granicus Encoding Appliance Software (GT)	Each	Renewable	SaaS	11,000.00
SAS-SE-MA-VID	Government Transparency Suite	Each	Renewable	SaaS	99,000.00
SAS-SE-MA-VCT-WEB	VoteCast Web	Each	Renewable	Subscription	28,080.00
SAS-SE-MA-VCT-VCD	VoteCast Display	Each	Renewable	SaaS	2,200.00
SAS-SE-MA-VCT-STDHW	VoteCast Standard Hardware Package (w/Surface Tablets) (ME)	Each	Renewable	SaaS	58,225.00
SAS-SE-MA-VCT-STD	VoteCast Standard Package (iLegislate)	Each	Renewable	SaaS	38,500.00
SAS-SE-MA-VCT-HWTS	VoteCast Classic Package with Hardware (TouchScreen) (ME)	Each	Renewable	SaaS	46,364.00
SAS-SE-MA-VCT-ADDVP	VoteCast Additional Voters Package	Each	Renewable	SaaS	23,182.00
SAS-SE-MA-PLF-OP	Open Platform Suite	Each	Renewable	SaaS	55,000.00
SAS-SE-MA-PAM	Peak Agenda Management	Each	Renewable	SaaS	46,693.00
SAS-SE-MA-NOV-VOTE	NovusAGENDA-Voting	Each	Renewable	SaaS	5,500.00
SAS-SE-MA-NOV-VID	NovusAGENDA-Video Streaming	Each	Renewable	SaaS	44,000.00
SAS-SE-MA-NOV-AGMAIN	NovusAGENDA-Maintenance	Each	Renewable	SaaS	16,500.00
SAS-SE-MA-NOV-AGHOST	NovusAGENDA-Hosting	Each	Renewable	SaaS	5,500.00
SAS-SE-MA-NOV-AG	NovusAGENDA	Each	Renewable	SaaS	41,372.00
SAS-SE-MA-NOV-ADINT	NovusAGENDA-Active Directory Integration	Each	Renewable	SaaS	2,200.00
SAS-SE-MA-MIN-TPHTML	Template - Agenda or Minutes - HTML	Each	Renewable	SaaS	5,500.00
SAS-SE-MA-MIN-TPAGMN	Template - Agenda or Minutes - Word Add-In	Each	Renewable	SaaS	16,500.00
SAS-SE-MA-MIN-MTSC	Meetings Server (ME) - Setup and Configuration	Each	One-time	Service	782
SAS-SE-MA-MIN-MNTC	Minutes Template (ME) - Setup and Configuration	Each	One-time	Service	1,251.00
SAS-SE-MA-MIN-LM-INST	Live Manager (GT) - Setup and Configuration	Each	One-time	Service	1,172.00
SAS-SE-MA-MIN-GTNOSTRM	Government Transparency (No Streaming)	Each	Renewable	SaaS	11,000.00
SAS-SE-MA-MIN	Meeting Efficiency Suite	Each	Renewable	SaaS	88,000.00
SAS-SE-MA-LEG-TRDB	Legistar Training Database	Each	Renewable	SaaS	5,500.00
SAS-SE-MA-LEG-OPHO	Legistar 5.0 On-Prem Upgrade To Legistar 5.0 Hosted	Each	Renewable	SaaS	33,000.00
SAS-SE-MA-LEG-MCC	Legistar Add-On - MuniCode Integration	Each	Renewable	SaaS	6,692.00
SAS-SE-MA-LEG-LSRF	Legistar Add-On - Laserfiche Integration	Each	Renewable	SaaS	5,500.00
SAS-SE-MA-LEG	Legistar	Each	Renewable	SaaS	165,000.00
SAS-SE-MA-ECOM	eComment	Each	Renewable	SaaS	16,500.00
SAS-SE-GT-HOSTING	System Hosting	Each	Renewable	Hosting	165,000.00
SAS-SE-GT-ECAM	eCampaign Subscription	Each	Renewable	Subscription	110,000.00
SAS-SE-GT-ECAM	eCampaign Subscription	Each	Renewable	Subscription	110,000.00
SAS-SE-GT-DIS-LEASE	DisclosureDocs Subscription	Each	Renewable	Subscription	330,000.00
SAS-SE-GT-DIS-LEASE	DisclosureDocs Subscription	Each	Renewable	Subscription	330,000.00
SAS-SE-DS-SPK	SpeakUp	Each	Renewable	SaaS	25,878.00
SAS-SE-DS-RMS-WHRMS	Web Hosting (RMS)	Each	Renewable	SaaS	179,641.00
SAS-SE-DS-RMS-RSSMXL	ROAM Standard System Maintenance > 1B	Each	Renewable	SaaS	165,000.00
SAS-SE-DS-RMS-RSSM50	ROAM Standard System Maintenance 10M - 50M	Each	Renewable	SaaS	110,000.00
SAS-SE-DS-RMS-RSSM200	ROAM Standard System Maintenance 50M - 200M	Each	Renewable	SaaS	110,000.00
SAS-SE-DS-RMS-RSSM1B	ROAM Standard System Maintenance 200M - 1B	Each	Renewable	SaaS	110,000.00
SAS-SE-DS-RMS-RSSM10	ROAM Standard System Maintenance <10M	Each	Renewable	SaaS	16,500.00
SAS-SE-DS-RMS-RPSM50	ROAM Premier System Maintenance 10M - 50M	Each	Renewable	SaaS	110,000.00
SAS-SE-DS-RMS-RPSM200	ROAM Premier System Maintenance 50M - 200M	Each	Renewable	SaaS	110,000.00
SAS-SE-DS-RMS-RPSM10	ROAM Premier System Maintenance < 10M	Each	Renewable	SaaS	110,000.00

Product Code	Product Name	License Metric	Subscription Type	Product Type	PRICE
GOVS-SIV-CCP-REC	Eventsforce Contactless Check-In and Badge Printing - Pro	Each	Renewable	Subscription	14,040.00
GOVS-SIV-CCI-REC	Eventsforce Contactless Check-In and Badge Printing - Intermediate	Each	Renewable	Subscription	7,020.00
GOVS-SIV-CCE-REC	Eventsforce Contactless Check-In and Badge Printing - Enterprise	Each	Renewable	Subscription	21,060.00
GOVS-SIV-CCC-OTF	DM-CONTENT: Content Creation	Each	One-time	Service	17,250.00
GOVS-SIV-CCCB-OTF	DM-CONTENT: Content Creation & Reporting - Basic	Each	Renewable	Recurring Service	39,312.00
GOVS-SIV-CCCA-OTF	DM-CONTENT: Content Creation & Reporting - Advanced	Each	Renewable	Recurring Service	67,392.00
GOVS-SIV-CCB-REC	Eventsforce Contactless Check-In and Badge Printing - Basic	Each	Renewable	Subscription	4,914.00
GOVS-SIV-CBDM-REC	Eventsforce Classic: Bespoke development - Annual Maintenance	Each	Renewable	Subscription	50,000.00
GOVS-SIV-CAS1-REC	Eventsforce Classic: Abstract Submissions (1,501+)	Each	Renewable	Subscription	4
GOVS-SIV-CAP2-REC	Eventsforce Classic: Award Entries (1-1,500)	Each	Renewable	Subscription	6
GOVS-SIV-CAP1-REC	Eventsforce Classic: Award Entries (1,501+)	Each	Renewable	Subscription	4
GOVS-SIV-CABS-REC	Eventsforce Classic: Abstract Submissions (1-1,500)	Each	Renewable	Subscription	6
GOVS-SIV-BMSB-OTF	Simpleview eLearn: Meeting Services - Bundle (formerly Brainery)	Each	One-time	Training	2,000.00
GOVS-SIV-BMRB-OTF	Simpleview eLearn: Member - Bundle (formerly Brainery)	Each	One-time	Training	1,404.00
GOVS-SIV-BMGB-OTF	Simpleview eLearn: Meeting - Bundle (formerly Brainery)	Each	One-time	Training	1,404.00
GOVS-SIV-BCSB-OTF	Simpleview eLearn: CMS - Bundle (formerly Brainery)	Each	One-time	Training	1,404.00
GOVS-SIV-BCRB-OTF	Simpleview eLearn: Consumer - Bundle (formerly Brainery)	Each	One-time	Training	1,404.00
GOVS-SIV-APX-REC	CRM-PLATFORM: AE Essentials Web Licensing	Each	Renewable	Subscription	4,212.00
GOVS-SIV-APX-OTF	CRM-PLATFORM: AE Essentials - Implementation	Each	One-time	Service	14,300.00
GOVS-SIV-APLS-REC	CRM-API: Listings & Special Offers API - Licensing	Each	Renewable	Subscription	3,651.00
GOVS-SIV-APLS-OTF	CRM-API: Listings & Special Offers API - Implementation	Each	One-time	Service	10,530.00
GOVS-SIV-APFA-REC	CRM-API: Forms API - Licensing	Each	Renewable	Subscription	3,000.00
GOVS-SIV-APFA-OTF	CRM-API: Forms API - Implementation	Each	One-time	Service	4,212.00
GOVS-SIV-APCE-REC	CRM-API: Calendar of Events Feed - Licensing	Each	Renewable	Subscription	5,000.00
GOVS-SIV-APCE-OTF	CRM-API: Calendar of Events Feed - Implementation	Each	One-time	Service	10,530.00
GOVS-SIV-ADTR-OTF	CRM Training Day(s) - Client Site - Custom One-Time Engagement	Each	One-time	Training	2,247.00
GOVS-SIV-ADDUWO-REC	CRM-ADDON: Additional User(s) - Web Only	Each	Renewable	Subscription	1,826.00
GOVS-SIV-ADDUSER-REC	CRM-ADDON: Additional User(s) - Per User / Basic	Each	Renewable	Subscription	1,826.00
GOVS-SIV-ADDUPRO-REC	CRM-ADDON: Additional User(s) - Pro	Each	Renewable	Subscription	1,755.00
GOVS-SIV-ADDULTE-REC	CRM-ADDON: Additional User(s) - Lite	Each	Renewable	Subscription	1,755.00
GOVS-SIV-ADDUINT-REC	CRM-ADDON: Additional User(s) - Intermediate	Each	Renewable	Subscription	1,755.00
GOVS-SIV-ADDUENT-REC	CRM-ADDON: Additional User(s) - Enterprise	Each	Renewable	Subscription	1,755.00
GOVS-SIV-ADDM-OTF	CRM-IMPLEMENTATION: Data Migration	Each	One-time	Service	50,000.00
GOVS-SIV-ADAU-REC	CRM-ADDON: Additional User	Each	Renewable	Subscription	10,000.00
GOVS-OTH-DSCO-OTF	Digital Services Custom OCM	Each	One-time	Service	4,650.00
GOVS-OTH-DSCC-OTF	Digital Services Custom Consulting	Each	One-time	Service	4,650.00
GovS-OTH-BUC-OTF	Build Units	Each	One-time	Service	121,000.00
GOVS-ONV-WSS-SUB	Waste Services: Subscription	Each	Renewable	Subscription	44,000.00
GOVS-ONV-WSS-OTF	OneView E&E Waste Reminders Configuration and Training	Each	One-time	Training	3,907.00
GOVS-ONV-SSO-SUB	Single Sign-On: Subscription	Each	Renewable	Subscription	5,627.00
GOVS-ONV-SSO-OTF	OneView Single Sign-On Setup Fee	Each	One-time	Service	7,814.00
GOVS-ONV-SRM-OTF	OneView Service Request Management Configuration and Training	Each	One-time	Training	7,814.00
GOVS-ONV-SPS-SUB	Smartphone Staging: Subscription	Each	Renewable	Subscription	16,500.00
GOVS-ONV-SIS-OTF	OneView E&E Staging Instance Setup Fee	Each	One-time	Service	4,689.00
GOVS-ONV-SGI-SUB	Staging Instance: Subscription	Each	Renewable	Subscription	9,377.00
GOVS-ONV-PU2-SUB	RESPOND Power User - Tier 2	Each	Renewable	Subscription	1,857.00
GOVS-ONV-PU1-SUB	RESPOND Power User - Tier 1	Each	Renewable	Subscription	2,200.00
GOVS-ONV-PSP-SUB	Private Smartphone App Distribution: Subscription	Each	Renewable	Subscription	7,502.00
GOVS-ONV-PES-SUB	Platform - Essentials: Subscription	Each	Renewable	Subscription	63,762.00
GOVS-ONV-PBI-SUB	RESPOND Power BI User & Dashboards	Each	Renewable	Subscription	2,345.00
GOVS-ONV-PBI-OTF	OneView E&E Power BI Access Setup Fee	Each	One-time	Service	782
GOVS-ONV-MTP-SUB	Monthly Third Party Licensing	Each	Renewable	Subscription	242,000.00
GOVS-ONV-MES-OTF	OneView E&E Messaging Configuration and Training	Each	One-time	Training	7,814.00
GOVS-ONV-M100-SUB	SMS Block: Up to 100,000 SMS Messages	Each	Renewable	Subscription	33,000.00
GOVS-ONV-LUL-SUB	OneView D365 Light User License	Each	Renewable	Subscription	47
GOVS-ONV-KNB-SUB	Knowledge Base: Subscription	Each	Renewable	Subscription	22,000.00
GOVS-ONV-KBS-OTF	OneView E&E Knowledge Base Configuration and Training	Each	One-time	Training	4,689.00
GOVS-ONV-INT-SUB	Integration: Subscription	Each	Renewable	Subscription	4,689.00
GOVS-ONV-INT-OTF	Additional Integration: Setup	Each	One-time	Service	7,571.00
GOVS-ONV-GEO-OTF	OneView E&E Custom Geocoder	Each	One-time	Service	7,502.00
GOVS-ONV-ESI-OTF	Essentials Base Integration Setup and Configuration	Each	One-time	Service	7,814.00
GOVS-ONV-EPS-SUB	CS Platform - Enterprise Plus: Subscription	Each	Renewable	Subscription	66,000.00
GOVS-ONV-ENT-SUB	Platform - Enterprise: Subscription	Each	Renewable	Subscription	95,643.00
GOVS-ONV-ENS-SUB	CS Platform - Enterprise: Subscription	Each	Renewable	Subscription	30,475.00
GOVS-ONV-EBI-SUB	Enterprise Base Integration Subscription	Each	Renewable	Subscription	6,050.00
GOVS-ONV-EBI-OTF	Enterprise Base Integration Setup and Configuration	Each	One-time	Service	13,200.00
GOVS-ONV-CWP-SUB	Cityworks Web Portal: Subscription	Each	Renewable	Subscription	33,000.00
GOVS-ONV-CGO-SUB	Custom Geocoder: Subscription	Each	Renewable	Subscription	44,000.00
GOVS-ONV-CAA-SUB	Custom Add-On for OneView D365	Each	Renewable	Subscription	242,000.00
GOVS-ONV-B25-SUB	RESPOND Base 25	Each	Renewable	Subscription	110,000.00
GOVS-ONV-B100-SUB	RESPOND Base 100	Each	Renewable	Subscription	37,489.00
GOVS-ONV-AZC-SUB	Azure GovCloud: Subscription	Each	Renewable	Subscription	5,627.00
GOVS-ONV-AWS-SUB	Waste Services: Subscription	Each	Renewable	Subscription	52,510.00
GOVS-ONV-ATP-SUB	Annual Third Party Licensing	Each	Renewable	Subscription	242,000.00

Product Code	Product Name	License Metric	Subscription Type	Product Type	PRICE
GOVS-ONV-AT4-SUB	D365 annual Tier 4 user license	Each	Renewable	Subscription	2,532.00
GOVS-ONV-AT3-SUB	D365 annual Tier 3 user license	Each	Renewable	Subscription	77,000.00
GOVS-ONV-AT2-SUB	D365 annual Tier 2 user license	Each	Renewable	Subscription	2,907.00
GOVS-ONV-AT1-SUB	D365 annual Tier 1 user license	Each	Renewable	Subscription	3,095.00
GOVS-ONV-ASS-SUB	Single Sign-On: Subscription	Each	Renewable	Subscription	11,000.00
GOVS-ONV-ASI-SUB	Staging Instance: Subscription	Each	Renewable	Subscription	9,377.00
GOVS-ONV-ARS-SUB	Service Request Management Module for Essentials: Subscription	Each	Renewable	Subscription	63,762.00
GOVS-ONV-ARN-SUB	Service Request Management Module for Enterprise: Subscription	Each	Renewable	Subscription	95,643.00
GOVS-ONV-AOR-SUB	OneReport Add-On - Subscription	Each	Renewable	Subscription	56,261.00
GOVS-ONV-AMS-SUB	Messaging: Subscription	Each	Renewable	Subscription	18,754.00
GOVS-ONV-AKB-SUB	Knowledge Base: Subscription	Each	Renewable	Subscription	23,442.00
GOVS-ONV-AIN-SUB	Integration: Subscription	Each	Renewable	Subscription	36,300.00
GOVS-ONV-AGE-SUB	Custom Geocoder: Subscription	Each	Renewable	Subscription	5,627.00
GOVS-ONV-AEN-SUB	Annual subscription for the OneView D365 Platform	Each	Renewable	Subscription	138,979.00
GOVS-ONV-ABI-SUB	Power BI Access Only Subscription	Each	Renewable	Subscription	16,500.00
GOVS-ONV-A365-SUB	Annual subscription for OneView D365 Platform	Each	Renewable	Subscription	165,000.00
GOVS-ONR-STA-SUB	Streamline Annual Support	Each	Renewable	Subscription	41,150.00
GOVS-ONR-SFA-SUB	Streamline FOIA Records Annual Subscription.	Each	Renewable	Subscription	41,150.00
GOVS-ONR-SET-OTF	OneRequest Setup Fee	Each	One-time	Service	8,573.00
GOVS-ONR-RDA-SUB	OneRequest Redaction Module Annual Subscription	Each	Renewable	Subscription	13,717.00
GOVS-ONR-PNA-SUB	OneRequest Public Notices Annual Subscription	Each	Renewable	Subscription	20,575.00
GOVS-ONR-FRA-SUB	Streamline FOIA Redaction Module Annual Subscription	Each	Renewable	Subscription	44,000.00
GOVS-ONR-ANN-SUB	OneRequest Annual Subscription.	Each	Renewable	Subscription	60,010.00
GOVS-OFM-TMS-SUB	OpenForms Team License	Each	Renewable	Subscription	22,000.00
GOVS-OFM-TAW-SUB	OpenForms Add-on: Workflow	Each	Renewable	Subscription	5,291.00
GOVS-OFM-TAU-SUB	OpenForms Add-on: Extra user accounts	Each	Renewable	Subscription	550
GOVS-OFM-TAS-SUB	OpenForms Add-on: 1GB Extra storage	Each	Renewable	Subscription	1,100.00
GOVS-OFM-TAF-SUB	OpenForms Add-on: Extra published forms	Each	Renewable	Subscription	1,059.00
GOVS-OFM-MSC-REC	OpenForms Add-on: Microsoft SharePoint Connector	Each	Renewable	Subscription	11,685.00
GOVS-OFM-LGE-SUB	LEGACY - OpenForms ENTERPRISE License	Each	Renewable	Subscription	99,000.00
GOVS-OFM-ELU-SUB	OpenForms Enterprise Unlimited License	Each	Renewable	Subscription	67,459.00
GOVS-OFM-EL3-SUB	OpenForms Enterprise License (100 users, 300 forms)	Each	Renewable	Subscription	63,491.00
GOVS-OFM-EL2-SUB	OpenForms Enterprise License (60 users, 200 forms)	Each	Renewable	Subscription	39,682.00
GOVS-OFM-EL1-SUB	OpenForms Enterprise License (30 users, 100 forms)	Each	Renewable	Subscription	55,000.00
GOVS-OFM-CSP-SUB	OpenForms Custom License	Each	Renewable	Subscription	222,844.00
GOVS-OFM-AAD-SUB	OpenForms Azure AD SSO Connector	Each	Renewable	Subscription	13,228.00
GOVS-HC-TCT-OTF	Tax Collection – Online Training (Post Implementation):	Each	One-time	Training	572
GOVS-HC-STR-SUB	Enhanced Short-Term Rental Tax Collection Portal	Each	Renewable	Subscription	197,340.00
GOVS-HC-SRG-SUB	Enhanced Short-Term Rental Registration Portal	Each	Renewable	Subscription	197,340.00
GOVS-HC-RAMT-OTF	Rental Activity Monitoring – Online Training (Post Implementation):	Each	One-time	Training	572
GOVS-HC-RAMLT-OTF	Rental Activity Monitoring Lite – Online Training (Post Implementation):	Each	One-time	Training	429
GOVS-HC-MPT-OTF	Mobile Permitting – Online Training (Post Implementation)	Each	One-time	Training	572
GOVS-HC-ESR-OTF	ESRI Setup and Configuration	Each	One-time	Service	4,290.00
GOVS-HC-EPT-OTF	Enhanced Portal - Online Training	Each	One-time	Service	2,200.00
GOVS-HC-CTC-OTF	Tax Collection - Custom Setup and Configuration	Each	One-time	Service	22,000.00
GOVS-HC-CMT-OTF	Compliance Monitoring – Online Training (Post Implementation)	Each	One-time	Training	429
GOVS-HC-CMPR-OTF	Mobile Permitting & Registration - Custom Setup and Configuration	Each	One-time	Service	33,000.00
GOVS-HC-CCM-OTF	Compliance Monitoring - Custom Setup and Configuration	Each	One-time	Service	22,000.00
GOVS-HC-CAI-OTF	Address Identification - Custom Setup and Configuration	Each	One-time	Service	22,000.00
GOVS-HC-C247-OTF	24/7 Hotline - Custom Setup and Configuration	Each	One-time	Service	22,000.00
GOVS-HC-AIT-OTF	Address Identification – Online Training (Post Implementation)	Each	One-time	Training	572
GOVS-HC-ADD-STR-PLT	Monitor Additional STR Platform Site	Each	One-time	Service	55,000.00
GOVS-HC-247T-OTF	24/7 Hotline – Online Training (Post Implementation)	Each	One-time	Training	429
GOVS-DSC-DOC-SSO	DisclosureDocs Single Sign-On	Each	One-time	Service	110,000.00
GOVS-DD-CNT-MAN	Contract Management Module	Each	Renewable	Subscription	110,000.00
GOVS-DD-CNT-MAN	Contract Management Module	Each	Renewable	Subscription	110,000.00
GOVS-COR-TMP-OTF	govService Template	Each	One-time	Service	1,615.00
GOVM-VID-LVC-TRN	Granicus Video LiveCast UPGRADE	Hours	One-time	Training	410
GOVM-SWG-VHO-SUB	Non-Indexed Video Hosting Only	Each	Renewable	Subscription	16,500.00
GOVM-SWG-UVS-SUB	Annual Support for AT&T U-verse Specific Encoder	Each	Renewable	Subscription	2,071.00
GOVM-SWG-USE-OTF	Optional Extended Warranty for AT&T U-verse Specific Encoder	Each	One-time	Service	2,071.00
GOVM-SWG-STR-OTF	Extended Warranty Plan for EASE™ H Streaming Appliance	Each	One-time	Service	1,682.00
GOVM-SWG-STA-SUB	StreamText Addition to CaptionLive Packages	Each	Renewable	Subscription	113
GOVM-SWG-ST2-OTF	Extended Warranty Plan for CaptionPrime Streaming Appliance	Each	One-time	Service	4,273.00
GOVM-SWG-ST1-OTF	Extended Warranty Plan for EASE™ 2D Streaming Appliance	Each	One-time	Service	3,003.00
GOVM-SWG-SSH-SUB	Sound Search™	Each	Renewable	Subscription	9,328.00
GOVM-SWG-SGE-OTF	Off-Site Production - Single Event	Each	One-time	Service	13,200.00
GOVM-SWG-SCM-SUB	Annual Support for All-In-One Channel Management Solution	Each	Renewable	Subscription	12,437.00
GOVM-SWG-SAP-OTF	Extended Warranty Plan for EASE™ T Streaming Appliance	Each	One-time	Service	879
GOVM-SWG-RMS-SUB	Additional Remote Switched Meeting/Event	Each	Renewable	Managed Service	11,000.00
GOVM-SWG-RB5-SUB	Optional Annual Support for Avior™ PRO Remote Broadcast System - Five Camera Setup	Each	Renewable	Subscription	16,295.00
GOVM-SWG-RB4-SUB	Optional Annual Support for Avior™ PRO Remote Broadcast System - Four Camera Setup	Each	Renewable	Subscription	55,000.00
GOVM-SWG-RB3-SUB	Optional Annual Support for Avior™ PRO Remote Broadcast System - Three Camera Setup	Each	Renewable	Subscription	11,000.00
GOVM-SWG-PSA-SUB	Annual Support for EASE™ T Plus Streaming Appliance	Each	Renewable	Subscription	1,112.00
GOVM-SWG-PLF-SUB	Community / ISD / PEG Portal with Live Feed	Each	Renewable	Subscription	10,261.00
GOVM-SWG-PLA-OTF	Extended Warranty Plan for EASE™ T Plus Streaming Appliance	Each	One-time	Service	1,112.00
GOVM-SWG-PGC-SUB	Custom PEG PSAs (up to 50 per year)	Each	Renewable	Subscription	8,188.00

Product Code	Product Name	License Metric	Subscription Type	Product Type	PRICE
GOVM-ONM-CMDU-OTF	OneMeeting Committee Management Data Upload (Custom Fields)	Each	One-time	Service	9,075.00
GOVM-ONM-CMD-OTF	OneMeeting Committee Management Data Upload	Each	One-time	Service	16,187.00
GOVM-ONM-CET-OTF	OneMeeting Community Engagement - Training	Each	One-time	Training	3,126.00
GOVM-ONM-CES-OTF	OneMeeting Community Engagement - Setup & Configuration	Each	One-time	Service	1,843.00
GOVM-ONM-C30-OTF	Closed Captioning Service - 30 Hours	Each	One-time	Meeting Services	14,628.00
GOVM-ONM-AUW-SUB	Additional Unique Workflow	Each	Renewable	Subscription	1,100.00
GOVM-ONM-AUW-OTF	OneMeeting Additional Unique Workflow Setup & Config	Each	One-time	Service	2,184.00
GOVM-ONM-AUR-OTF	OneMeeting Additonal Unique Report Setup & Config	Each	One-time	Service	3,025.00
GOVM-ONM-AUF-OTF	OneMeeting Additional Unique Form Setup & Config	Each	One-time	Service	2,184.00
GOVM-ONM-AUCM-OTF	OneMeeting Additional Unique Committee Manager Application	Each	One-time	Service	2,184.00
GOVM-ONM-AOMC-OTF	Advanced Legistar/Sire/Other Migration (Requires scoping) - OneMeeting	Each	One-time	Service	198,000.00
GOVM-ONM-AMT-OTF	OneMeeting Additional Meeting Type	Each	One-time	Service	3,025.00
GOVM-ONM-AMC-OTF	Advanced IQM2 Migration - OneMeeting (Requires scoping)	Each	One-time	Service	217,800.00
GOVM-ONM-AGAT-OTF	OneMeeting Agenda Automation - Training	Each	One-time	Training	6,600.00
GOVM-ONM-AGA-REC	OneMeeting Agenda Automation	Each	Renewable	Subscription	40,688.00
GOVM-ONM-AG3-SUB	Agenda Automation - Tier 3	Each	Renewable	Subscription	46,283.00
GOVM-ONM-AG2-SUB	Agenda Automation - Tier 2	Each	Renewable	Subscription	71,500.00
GOVM-ONM-AG1-SUB	Agenda Automation - Tier 1	Each	Renewable	Subscription	55,000.00
GOVM-ONM-ABD-OTF	OneMeeting Additional Background Document	Each	One-time	Service	3,025.00
GOVM-ONM-AAS-OTF	OneMeeting Agenda Automation - Setup & Configuration	Each	One-time	Service	18,394.00
GOVM-NOV-TSS-REC	Novus Tailored Support Services	Each	Renewable	Recurring Service	7,582.00
GOVM-NOV-EXT-OTF	Novus Extended Support	Each	One-time	Service	3,510.00
GOVM-LVC-VID-SUB	GovMeetings Live Cast	Each	Renewable	SaaS	99,000.00
GOVM-LVC-STC-OTF	GovMeetings Live Cast SetUp and Config	Hours	One-time	Service	328
GOVM-LEG-TRN-OTF	Legistar - Training (existing client)	Each	One-time	Service	10,269.00
GOVM-LEG-OMIG-OTF	Legistar/Sire/Other Data Migration into Legistar (5-Years)	Each	One-time	Service	9,688.00
GOVM-LEG-OMC-OTF	Legistar/Sire/Other Data Migration (Requires scoping) - Legistar	Each	One-time	Service	217,800.00
GOVM-LEG-OM10-OTF	Legistar/Sire/Other Data Migration into Legistar (Up to 10 years of data)	Each	One-time	Service	19,376.00
GOVM-LEG-MIG-OTF	IQM2 or Novus Data Migration into Legistar (5-Years)	Each	One-time	Service	9,688.00
GOVM-LEG-MCST-OTF	IQM2 or Novus Data Migration (Requires scoping) - Legistar	Each	One-time	Service	217,800.00
GOVM-LEG-M10-OTF	IQM2 or Novus Data Migration into Legistar (Up to 10 years of data)	Each	One-time	Service	19,376.00
GOVM-LEG-IMP-OTF	Legistar - Setup & Config (existing client)	Each	One-time	Service	26,101.00
GOVM-LEG-AOMC-OTF	Advanced Legistar/Sire/Other Data Migration (Requires scoping) - Legistar	Each	One-time	Service	198,000.00
GOVM-LEG-AMC-OTF	Advanced IQM2 Migration - Legistar (Requires scoping)	Each	One-time	Service	217,800.00
GOVM-IQM2-TSS-REC	IQM2 Tailored Support Services	Each	Renewable	Recurring Service	11,373.00
GOVM-IQM2-EXT-OTF	IQM2 Extended Support	Each	One-time	Service	7,020.00
GOVM-GQA-WAR-SUB	WA State JLARC Reporting	Each	Renewable	Subscription	11,000.00
GOVM-GQA-VRC-REC	Video Redaction Connector	Each	Renewable	Subscription	11,000.00
GOVM-GQA-VRC-OTF	Video Redaction Connector Setup and Configuration	Each	One-time	Service	22,000.00
GOVM-GQA-VRCI-SUB	Video Redaction Connector I	Each	Renewable	Subscription	6,955.00
GOVM-GQA-VRC2-SUB	Video Redaction Connector II	Each	Renewable	Subscription	13,910.00
GOVM-GQA-UNLS-REC	Unlimited Redaction License Upgrade Annual Services and Maintenance	Each	Renewable	Recurring Service	45,375.00
GOVM-GQA-UNL-REC	Unlimited Redaction License Upgrade	Each	Renewable	Subscription	302,500.00
GOVM-GQA-TST-OTF	Test Site Setup and Configuration	Each	One-time	Service	1,513.00
GOVM-GQA-TESS-REC	Test Environment (GovQA) Annual Services and Maintenance	Each	Renewable	Recurring Service	2,087.00
GOVM-GQA-TES-REC	Test Environment (GovQA)	Each	Renewable	Subscription	14,300.00
GOVM-GQA-SUBS-REC	Subpoena Management Annual Services and Maintenance	Each	Renewable	Recurring Service	100,000.00
GOVM-GQA-SUBSB-REC	Subpoena Management Annual Services and Maintenance - Bundled	Each	Renewable	Recurring Service	100,000.00
GOVM-GQA-SUB-REC	Subpoena Management	Each	Renewable	Subscription	150,000.00
GOVM-GQA-SUBB-REC	Subpoena Management - Bundled	Each	Renewable	Subscription	150,000.00
GOVM-GQA-SSO-SUB	ADFS/Single Sign-on Module	Each	Renewable	Subscription	8,155.00
GOVM-GQA-SSO-REC	Single Sign-on (GovQA)	Each	Renewable	Subscription	8,155.00
GOVM-GQA-SSO-OTF	ADFS Setup and Configuration	Each	One-time	Service	1,513.00
GOVM-GQA-SRV-OTF	Additional Services Setup and Configuration	Each	One-time	Service	4,125.00
GOVM-GQA-SNT-SUB	GovQA Enterprise - State	Each	Renewable	Subscription	1,669,200.00
GOVM-GQA-SNT-OTF	GovQA Enterprise - State Setup and Configuration	Each	One-time	Service	22,000.00
GOVM-GQA-SDT-SUB	Subpoena Duces Tecum Module	Each	Renewable	Subscription	125,190.00
GOVM-GQA-SDT-OTF	Subpoena Setup and Configuration	Each	One-time	Service	6,875.00
GOVM-GQA-SAM-SUB	Subpoena Appearances Module	Each	Renewable	Subscription	55,000.00
GOVM-GQA-RDC-SUB	Redaction License (per named user)	Each	Renewable	Subscription	16,500.00
GOVM-GQA-RDC-OTF	Redaction Setup and Configuration	Each	One-time	Service	2,750.00
GOVM-GQA-PSTS-REC	PST Email Extractor Annual Services and Maintenance	Each	Renewable	Recurring Service	4,620.00
GOVM-GQA-PSTSB-REC	PST Email Extractor Annual Services and Maintenance - Bundled	Each	Renewable	Recurring Service	4,620.00
GOVM-GQA-PST-REC	PST Email Extractor	Each	Renewable	Subscription	30,800.00
GOVM-GQA-PSTB-REC	PST Email Extractor - Bundled	Each	Renewable	Subscription	30,800.00
GOVM-GQA-PSRS-REC	CA Public Safety Records Compliance Annual Services and Maintenance	Each	Renewable	Recurring Service	2,303.00
GOVM-GQA-PSR-REC	CA Public Safety Records Compliance	Each	Renewable	Subscription	20,151.00
GOVM-GQA-PSE-SUB	PST Email Extractor - LEGACY	Each	Renewable	Subscription	11,128.00
GOVM-GQA-PSE-OTF	PST Email Extractor Setup and Configuration	Each	One-time	Service	1,513.00
GOVM-GQA-PRSS-REC	Public Records Request Management Statewide Annual Services and Maintenance	Each	Renewable	Recurring Service	1,043,250.00

Product Code	Product Name	License Metric	Subscription Type	Product Type	PRICE
GOVM-GQA-PRS-REC	Public Records Request Management - Statewide	Each	Renewable	Subscription	6,955,000.00
GOVM-GQA-PRRS-REC	Public Records Request Management Annual Services and Maintenance	Each	Renewable	Recurring Service	30,278.00
GOVM-GQA-PRR-REC	Public Records Request Management	Each	Renewable	Subscription	612,040.00
GOVM-GQA-PRLS-REC	PRR Essentials Annual Services and Maintenance	Each	Renewable	Recurring Service	10,700.00
GOVM-GQA-PRL-REC	PRR Essentials	Each	Renewable	Subscription	53,500.00
GOVM-GQA-PRBS-REC	Public Records Request Management Package Annual Services and Maintenance	Each	Renewable	Recurring Service	43,808.00
GOVM-GQA-PRB-REC	Public Records Request Management Package	Each	Renewable	Subscription	292,050.00
GOVM-GQA-PAY-SUB	Payments Module	Each	Renewable	Subscription	22,000.00
GOVM-GQA-PAY-OTF	Payment Setup and Configuration	Each	One-time	Service	4,125.00
GOVM-GQA-OPDS-REC	Open Data Portal Connector Annual Services and Maintenance	Each	Renewable	Recurring Service	418
GOVM-GQA-OPD-REC	Open Data Portal Connector	Each	Renewable	Subscription	2,782.00
GOVM-GQA-OLPS-REC	Online Payment Connector Annual Services and Maintenance	Each	Renewable	Recurring Service	1,044.00
GOVM-GQA-OLP-REC	Online Payment Connector	Each	Renewable	Subscription	12,424.00
GOVM-GQA-ODP-SUB	Open Data Portal Connector - LEGACY	Each	Renewable	Subscription	13,910.00
GOVM-GQA-OCRS-REC	Image-to-Text Conversion (OCR) Annual Services and Maintenance	Each	Renewable	Recurring Service	8,910.00
GOVM-GQA-OCRSB-REC	Image-to-Text Conversion (OCR) Annual Services and Maintenance - Bundled	Each	Renewable	Recurring Service	8,910.00
GOVM-GQA-OCR-REC	Image-to-Text Conversion (OCR)	Each	Renewable	Subscription	59,400.00
GOVM-GQA-OCR-OTF	OCR Setup and Configuration	Each	One-time	Service	1,513.00
GOVM-GQA-OCRB-REC	Image-to-Text Conversion (OCR) - Bundled	Each	Renewable	Subscription	59,400.00
GOVM-GQA-NRS-SUB	NERS Service	Each	Renewable	Subscription	16,500.00
GOVM-GQA-MCD-SUB	Municipal Community Development Service	Each	Renewable	Subscription	38,500.00
GOVM-GQA-LHM-OTF	Legal Holds Setup and Configuration	Each	One-time	Service	6,875.00
GOVM-GQA-LGH-SUB	Legal Holds Module	Each	Renewable	Subscription	125,190.00
GOVM-GQA-LEIS-REC	Laserfiche Integration (GovQA) Annual Services and Maintenance	Each	Renewable	Recurring Service	4,620.00
GOVM-GQA-LEI-REC	Laserfiche Integration (GovQA)	Each	Renewable	Subscription	30,800.00
GOVM-GQA-LEGS-REC	Legal Holds Management Annual Services and Maintenance	Each	Renewable	Recurring Service	100,000.00
GOVM-GQA-LEGSB-REC	Legal Holds Management Annual Services and Maintenance - Bundled	Each	Renewable	Recurring Service	100,000.00
GOVM-GQA-LEG-REC	Legal Holds Management	Each	Renewable	Subscription	150,000.00
GOVM-GQA-LEGB-REC	Legal Holds Management - Bundled	Each	Renewable	Subscription	150,000.00
GOVM-GQA-LDI-OTF	Legacy Data Import	Each	One-time	Service	6,738.00
GOVM-GQA-INV-SUB	Invoicing Module	Each	Renewable	Subscription	16,500.00
GOVM-GQA-INV-OTF	Invoicing Setup and Configuration	Each	One-time	Service	2,750.00
GOVM-GQA-INTS-REC	Interagency Request Management Annual Services and Maintenance	Each	Renewable	Recurring Service	100,000.00
GOVM-GQA-INTSB-REC	Interagency Request Management Annual Services and Maintenance - Bundled	Each	Renewable	Recurring Service	100,000.00
GOVM-GQA-INT-REC	Interagency Request Management	Each	Renewable	Subscription	150,000.00
GOVM-GQA-INTB-REC	Interagency Request Management - Bundled	Each	Renewable	Subscription	150,000.00
GOVM-GQA-IAC-SUB	Inter-Agency Communications Module	Each	Renewable	Subscription	125,190.00
GOVM-GQA-IAC-OTF	Inter-Agency Communications Setup and Configuration	Each	One-time	Service	6,875.00
GOVM-GQA-HDS-TBS	Hosted Data Storage (TB)	Each	Renewable	Subscription	16,500.00
GOVM-GQA-HDS-GBS	Hosted Data Storage (500 GB)	Each	Renewable	Subscription	5,500.00
GOVM-GQA-GLS-SUB	GoLocal Service	Each	Renewable	Subscription	13,910.00
GOVM-GQA-GIS-SUB	GIS Interface	Each	Renewable	Subscription	6,955.00
GOVM-GQA-FRM-OTF	Fortress Migration	Each	One-time	Service	4,173.00
GOVM-GQA-FOP-OTF	Public Records Platform Setup and Configuration	Each	One-time	Service	11,000.00
GOVM-GQA-FOI-SUB	FOIA Module Non Enterprise	Each	Renewable	Subscription	825,000.00
GOVM-GQA-FHS-SUB	Fortress Hosting	Each	Renewable	Subscription	33,000.00
GOVM-GQA-EP5-SUB	Essentials Package 5	Each	Renewable	Subscription	69,550.00
GOVM-GQA-EP5-OTF	Essentials Package 5 Setup and Configuration	Each	One-time	Service	11,000.00
GOVM-GQA-EP4-SUB	Essentials Package 4	Each	Renewable	Subscription	55,640.00
GOVM-GQA-EP4-OTF	Essentials Package 4 Setup and Configuration	Each	One-time	Service	11,000.00
GOVM-GQA-EP3-SUB	Essentials Package 3	Each	Renewable	Subscription	41,730.00
GOVM-GQA-EP3-OTF	Essentials Package 3 Setup and Configuration	Each	One-time	Service	8,250.00
GOVM-GQA-EP2-SUB	Essentials Package 2	Each	Renewable	Subscription	27,820.00
GOVM-GQA-EP2-OTF	Essentials Package 2 Setup and Configuration	Each	One-time	Service	5,500.00
GOVM-GQA-EP1-SUB	Essentials Package 1	Each	Renewable	Subscription	15,997.00
GOVM-GQA-EP1-OTF	Essentials Package 1 Setup and Configuration	Each	One-time	Service	5,500.00
GOVM-GQA-DSC-SUB	Discovery Module	Each	Renewable	Subscription	347,750.00
GOVM-GQA-DNT-OTF	GovQA Enterprise - Special District Setup and Configuration	Each	One-time	Service	16,500.00
GOVM-GQA-DMO-OTF	Discovery Setup and Configuration	Each	One-time	Service	8,764.00
GOVM-GQA-DISS-REC	Discovery Management Annual Services and Maintenance	Each	Renewable	Recurring Service	100,000.00
GOVM-GQA-DISSB-REC	Discovery Management Annual Services and Maintenance - Bundled	Each	Renewable	Recurring Service	100,000.00
GOVM-GQA-DIS-REC	Discovery Management	Each	Renewable	Subscription	150,000.00
GOVM-GQA-DISB-REC	Discovery Management - Bundled	Each	Renewable	Subscription	150,000.00
GOVM-GQA-CWI-SUB	CityWorks Integration	Each	Renewable	Subscription	13,910.00
GOVM-GQA-CTY-OTF	GovQA Enterprise - City Setup and Configuration	Each	One-time	Service	16,500.00
GOVM-GQA-CTM-SUB	Contract Tracking Module	Each	Renewable	Subscription	13,200.00

Product Code	Product Name	License Metric	Subscription Type	Product Type	PRICE
GOVA-SIV-ASVT-REC	Legends (ASM) Add-On: Threshold 360 Virtual Tour - Simpleview	Each	Renewable	Subscription	22,464.00
GOVA-SIV-ASSU-REC	Legends (ASM) Add-On: Simpleview UGC - Simpleview	Each	Renewable	Subscription	7,020.00
GOVA-SIV-ASSM-REC	Legends (ASM) Core: ASM Licensing (Single Domain, Multiple Venues) - Simpleview	Each	Renewable	Subscription	15,480.00
GOVA-SIV-ASMM-REC	Legends (ASM) Core: ASM Licensing (Multiple Domains, Multiple Venues) - Simpleview	Each	Renewable	Subscription	23,588.00
GOVA-SIV-ASCI-REC	CrowdRiff Integration License for Venues	Each	Renewable	Subscription	16,848.00
GOVA-SIV-ASBM-REC	Legends (ASM) Add-On: Blog Module - Simpleview	Each	Renewable	Subscription	2,808.00
GOVA-SIV-ASAD-REC	Legends (ASM) Add-On: Additional Language - Simpleview	Each	Renewable	Subscription	3,510.00
GOVA-SIV-ANNS-REC	AudioEye License - Non-Simpleview CMS + Standard Traffic	Each	Renewable	Subscription	60,000.00
GOVA-SIV-ANNL-REC	AudioEye License - Non-Simpleview CMS + High Traffic	Each	Renewable	Subscription	70,000.00
GOVA-SIV-ADTR-OTF	CMS-ADDON: Training	Each	One-time	Training	4,950.00
GOVA-SIV-ADRL-REC	CMS-Module: Add to RFP License	Each	Renewable	Subscription	2,000.00
GOVA-SIV-ADAS-REC	CMS-ADDON: Additional Site	Each	Renewable	Subscription	100,000.00
GOVA-SIV-ACMS-REC	AudioEye License - Simpleview CMS + Standard Traffic	Each	Renewable	Subscription	60,000.00
GOVA-SIV-ACML-REC	AudioEye License - Simpleview CMS + High Traffic	Each	Renewable	Subscription	70,000.00
GOVA-OCT-WEB-SUB	OpenCities SaaS License	Each	Renewable	Subscription	170,500.00
GOVA-OCT-SWD-SUB	OpenCities Subsite License	Each	Renewable	Subscription	33,000.00
GOVA-OCT-SVC-STC	OpenCities SaaS License - Setup and configuration package	Each	One-time	Service	83,398.00
GOVA-OCT-SEC-SUB	OpenCities Cloud Security License	Each	Renewable	Subscription	500,000.00
GOVA-OCT-SEC-OTF	OpenCities Security License - Services Setup and Configuration Package	Hours	One-time	Service	270
GOVA-OCT-MCT-SUB	My City Module License	Each	Renewable	Subscription	75,816.00
GOVA-OCT-MCT-OTF	MyCity - Local Directory License - Services Setup and Configuration Package	Each	One-time	Service	75,816.00
GOVA-OCT-LDL-SUB	MyCity - Local Directory License	Each	Renewable	Subscription	15,164.00
GOVA-OCT-IWD-SUB	OpenCities Intranet License	Each	Renewable	Subscription	77,000.00
GOVA-OCT-IWD-OTF	OpenCities Intranet License (With Design) - Design Package	Each	One-time	Service	37,908.00
GOVA-OCT-FLL-SUB	Okta Connector License	Each	Renewable	Subscription	11,373.00
GOVA-OCT-EVB-SUB	Eventbrite Connector License	Each	Renewable	Subscription	11,373.00
GOVA-OCT-EVB-OTF	Eventbrite Connector License - Services Setup and Configuration	Hours	One-time	Service	270
GOVA-OCT-CTM-OTF	Granicus Web - Content Migration for OpenCities (50 pages)	Each	One-time	Service	1,517.00
GOVA-OCT-CNL-SUB	Hive Connector License	Each	Renewable	Subscription	11,373.00
GOVA-OCT-CML-SUB	Community Comments Module License	Each	Renewable	Subscription	15,164.00
GOVA-OCT-BTT-OTF	Engagement HQ Connector License Setup and Configuration	Hours	One-time	Service	270
GOVA-OCT-AZR-SUB	AzureAD Connector License	Each	Renewable	Subscription	22,000.00
GOVA-OCT-AZR-OTF	AzureAD Connector - Services Setup and Configuration Package	Each	One-time	Service	3,791.00
GOVA-OCT-APE-OTF	Accela Premium Experience powered by OpenCities License - Services Setup and Configuration Package	Hours	One-time	Service	270
GOVA-CTS-CMP-OTF	Granicus Web - Content Migration Package	Each	One-time	Service	121,000.00
FEE-GOVS-MISC	govService - Miscellaneous Fee	Each	One-time	Fee	220,000.00
FEE-GOVR-MISC	govRecords – Miscellaneous Fee	Each	One-time	Fee	165,000.00
FEE-GOVA-MISC	govAccess – Miscellaneous Fee	Each	One-time	Fee	242,000.00
DES-SIV-STWO-OTF	DM-Strategy: Work Order (Custom)	Each	One-time	Service	100,000.00
DES-SIV-STWC-OTF	DM-Strategy: Website Conversion Study	Each	One-time	Service	8,284.00
DES-SIV-STDS-REC	DM-Strategy: Digital Strategist	Each	Renewable	Subscription	42,120.00
DES-SIV-DSS-REC	DM-Strategy: Digital Strategy as a Service	Each	Renewable	Recurring Service	42,120.00
DES-SIV-2STW-OTF	2Synergize - Strategic Workshop	Each	One-time	Service	18,000.00
DES-SIV-2STS-REC	2Synergize: Sales Strategy Service	Each	Renewable	Subscription	35,100.00
DES-SIV-2SKP-OTF	2Synergize - Stakeholder Presentation	Each	One-time	Service	8,000.00
DES-SIV-2GWS-OTF	2Synergize – Goal Setting	Each	One-time	Service	19,000.00
DES-SIV-2FP2-REC	2Synergize: FuturePace Rate Category B - GSF >=250k	Each	Renewable	Subscription	25,000.00
DES-SIV-2FP1-REC	2Synergize: FuturePace Rate Category A - GSF <250k	Each	Renewable	Subscription	23,220.00
DES-SIV-2ECW-OTF	2Synergize – ESP Calculator Workshop	Each	One-time	Service	43,000.00
DES-SIV-2DS3-OTF	2Synergize – Digital Strategy Tier 3	Each	One-time	Service	31,590.00
DES-SIV-2DS2-OTF	2Synergize – Digital Strategy Tier 2	Each	One-time	Service	14,040.00
DES-SIV-2CUF-OTF	2Synergize – Customer Forum	Each	One-time	Service	20,000.00
DES-SIV-2CONTOP-OTF	2Synergize: Consulting Services - Top 250 Scoring	Each	One-time	Service	7,020.00
DES-SIV-2CONSE-OTF	2Synergize: Consulting Services - Site Experience	Each	One-time	Service	21,060.00
DES-SIV-2CONDACM-OTF	2Synergize: Consulting Services - DACC/DAMMM	Each	One-time	Service	7,020.00
DES-SIV-2CONCITY-OTF	2Synergize: Consulting Services – Citywide Sales Strategy	Each	One-time	Service	56,160.00
DES-SIV-2CONCAB-OTF	2Synergize: Consulting Services - CAB	Each	One-time	Service	28,080.00
DES-SIV-2CONBG-OTF	2Synergize: Consulting Services - Buyers Guide	Each	One-time	Service	21,060.00
DES-SIV-2CAASW-OTF	DM-Strategy: Campaign Work Order (One-Time)	Each	One-time	Service	10,530.00
DES-OCT-WWW-OTF	GXG Writing for the Web Workshop	Each	One-time	Service	7,508.00
DES-OCT-DSA-OTF	GXG Digital Services Academy	Each	One-time	Service	22,523.00
DES-OCT-ARC-OTF	GXG Information Architecture	Each	One-time	Service	33,784.00
CLY-YEL-ANL-SUB	Yellowfin Analytics Module Subscription	Each	Renewable	Subscription	3,301.00
CLY-TRN-SVC-PER	Training Services Perpetual	Each	One-time	License	1,274.00
CLY-RED-NUL-SUB	AMANDA FOI Redaction Named User License Subscription (Priced per user)	Each	Renewable	Subscription	1,032.00
CLY-LEG-REC-SUB	Legacy Recurring - Subscription	Each	Renewable	Subscription	16,500.00
CLY-HST-SVC-SUB	AMANDA Cloud Hosting Subscription - Granicus Hosted	Each	Renewable	Subscription	280,000.00
CLY-GRT-RPM-SUB	Granicus Grantium: External Reviewer Portal Module. Annual Support and Maintenance.	Each	Renewable	Software Maintenance	4,910.00
CLY-GRT-RDU-SUB	Granicus Grantium: IBM BI Report Designer User. Annual Support and Maintenance.	Each	Renewable	Software Maintenance	566
CLY-GRT-PON-PER	Granicus Grantium: Program Office Perpetual User License	Each	One-time	License	2,677.00
CLY-GRT-POL-SUB	Granicus Grantium: Program Office License - Annual Support and Maintenance.	Each	Renewable	Software Maintenance	536

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SOUTH GATE AND GRANICUS, LLC

This Agreement for Professional Services (**"Agreement"**) is made and entered into as of ***[AGREEMENT DATE]***, by and between the City of South Gate, a municipal corporation (**"City"**), and Granicus, LLC, a Minnesota limited liability company (**"Consultant"**). City and Consultant are sometimes hereinafter individually referred to as a **"Party"** and collectively as **"Parties."**

RECITALS

WHEREAS, City desires to retain Consultant to perform the professional services described in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, Consultant was selected in accordance with the South Gate Municipal Code and the Administrative Purchasing Policies and Procedures; and

WHEREAS, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, licenses, personnel, and expertise to perform properly and timely the professional services under this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services described in the Scope of Services attached hereto as Exhibit "A" (the "Services"). Consultant shall perform the Services in compliance with all terms and conditions of this Agreement, including any Rider attached hereto.

   1.1 **Changes to Scope.** The Scope of Services, the Contract Sum, and the Term may be amended only by written amendment signed by both Parties and executed on behalf of City by the official holding authority for the amount involved under the South Gate Municipal Code. Consultant shall not perform, and City shall not be obligated to pay for, work outside the Scope of Services or in excess of the Contract Sum without a fully executed amendment issued before the work is performed. No act, statement, or course of dealing of any City officer or employee amends this Agreement.

   1.2 **Conditions Precedent; Notice to Proceed.** Consultant shall not commence the Services, and City has no obligation to pay for Services performed, until this Agreement is fully executed and approved as to form, City has approved all required insurance certificates and endorsements, City has verified a valid City of South Gate business license, and a purchase order or encumbrance has been issued against a sufficient appropriation. For capital improvement projects, and where Exhibit "A" so requires, the City Agent shall also issue a written Notice to Proceed; for all other Services, satisfaction of the preceding conditions constitutes the Notice to Proceed. Services performed before these conditions are satisfied are at Consultant's sole risk

and are not payable unless ratified in writing by the City official holding authority for the amount involved.

1.3 **Standard of Care.** Consultant shall perform professional Services with the degree of skill and care ordinarily exercised by reasonably prudent members of the same profession performing similar services under similar circumstances and in the same geographic area (the "Standard of Care"). Consultant shall perform all Services that are not professional Services competently, timely, and in a professional and workmanlike manner consistent with generally accepted industry standards. Objective deliverable, schedule, acceptance, service level, and performance requirements stated in Exhibit "A" remain fully enforceable according to their terms, but do not create a warranty or guarantee of a particular professional outcome beyond the Standard of Care.

2. **COMPENSATION FOR SERVICES.** The total amount of compensation payable by City for the Services shall not exceed the sum of **Two Hundred Eighty-Seven Thousand Fourteen Dollars and Fifty-Two Cents ($287,014.52)** (the **"Contract Sum"**), payable as provided in the Payment Schedule attached hereto as Exhibit "B." Consultant is not entitled to compensation exceeding the Contract Sum except pursuant to a written amendment executed under Section 1.1. The City Agent may approve reimbursable expenses only where this Agreement or Exhibit "B" expressly authorizes them and only within the Contract Sum.

2.1 **Travel and Non-Billable Services.** Travel time between Consultant's office and City Hall is not billable. Unless expressly identified as a billable task in Exhibit "A" or Exhibit "B," the following are part of Consultant's overhead and shall not be separately billed: preparation of invoices and timesheets; routine administrative and progress reports; Consultant's internal meetings, coordination, and quality control; clerical support; scheduling; routine communications; correction or reperformance of Consultant's own nonconforming Services; and other customary overhead. City may reject or deduct charges for non-billable activities. Meetings, coordination, field observation, reporting, and deliverable preparation expressly required by Exhibit "A" remain billable. This Section limits separate line-item billing only and does not prevent recovery of overhead through the loaded rates in Exhibit "B."

2.2 **Invoices.** Consultant shall invoice monthly unless Exhibit "B" specifies otherwise. An invoice is a "Complete Invoice" only when it states Consultant's legal name, remittance address, invoice number and date, and the period of service; the City purchase order number, project name, and agreement number; a description of the tasks, phases, or deliverables completed; for time-and-materials work, the classification, hours, and billing rate of each individual; copies of subconsultant invoices and receipts supporting any authorized reimbursable expense; the amount invoiced to date, the percentage of the Contract Sum expended, and the amount remaining; and a certification signed by an authorized representative of Consultant that the Services invoiced were performed and that the amounts claimed are true, correct, and consistent with this Agreement. City shall review each invoice promptly and shall return any invoice that is not a Complete Invoice, or that City disputes in whole or in part, within ten (10) business days after receipt with a written statement

of the reasons. The payment period begins again upon City's receipt of a corrected invoice.

2.3 **Timely Submission of Invoices.** Timely submission is a material administrative requirement and a condition precedent to City's obligation to process and pay amounts as routine compensation. Consultant shall submit each invoice within one hundred eighty (180) calendar days after the Services are performed or the authorized reimbursable costs are incurred; shall submit all invoices for Services performed through June 30 of any year no later than July 31 of that year; and shall submit its final invoice, marked "FINAL," within sixty (60) calendar days after the earlier of completion of the Services, expiration of the Term, or the effective date of termination. Where a grant or other funding source imposes a shorter invoicing deadline, the shorter deadline controls. Except where City approves an exception in writing before payment, signed by both the Director of Administrative Services/Chief Financial Officer or designee and the Department Director or designee, and where sufficient appropriated funds and an available purchase order remain, City has no contractual obligation to process or pay as routine compensation any amount not invoiced within the applicable period.

This Section governs only invoices seeking payment for Services performed or authorized reimbursable expenses incurred. It does not establish a contractual claims procedure under Government Code section 930.2, does not shorten or extend any period established by the Government Claims Act, and does not govern the presentation of a claim alleging breach of contract, entitlement to an equitable adjustment, indemnity, or damages. A routine invoice is not a claim under the Government Claims Act unless Consultant expressly identifies it as such and presents it to the person or body required by law, and City's payment, rejection, return, or refusal to process a routine invoice is not action upon or rejection of such a claim.

2.4 **Payment Terms.** Except as provided below, City shall pay the undisputed amount of each Complete Invoice within sixty (60) calendar days after receipt. Where a statute requires a shorter period, the statutory period controls. Without limiting the foregoing, where this Agreement is for a public work of improvement and Consultant is a prime design professional, City shall pay an undisputed progress payment within thirty (30) calendar days and the final retention payment within forty-five (45) calendar days after receipt of a written demand for payment made in accordance with this Agreement, consistent with Civil Code section 3320; and where this Agreement is a construction contract subject to Public Contract Code section 20104.50, City shall pay an undisputed and properly submitted payment request within thirty (30) calendar days and shall return an improper request within seven (7) calendar days, with the payment period reduced day for day by any delay in that return. Any payment period shorter than sixty (60) calendar days must be stated in this Section or in Exhibit "B," and if stated controls over the sixty-day period.

2.5 **Disputed Amounts; No Interest.** City shall pay the undisputed portion of any invoice within the period stated above and may withhold the amount disputed in good

faith together with any additional amount City identifies in writing as reasonably necessary to protect against the cost of correcting or completing deficient Services. Where Civil Code section 3320 applies, City may instead withhold up to one hundred fifty percent (150%) of the disputed amount. The Parties shall meet and confer within fifteen (15) calendar days after written notice of a dispute. Except as required by statute, City is not liable for interest, late charges, finance charges, collection costs, or penalties, and any such term on Consultant's invoice or standard forms is void.

2.6 Payment Does Not Constitute Acceptance. No review, comment, approval, use, payment, or final payment by City constitutes acceptance of nonconforming Services or Work Product, evidence of satisfactory performance, or a waiver of any warranty, correction obligation, indemnity, insurance requirement, or other remedy.

2.7 Records; Right to Audit. Consultant shall maintain complete and accurate books, records, timesheets, subconsultant invoices, and supporting documentation relating to the Services and all amounts invoiced, and shall retain them for not less than four (4) years after final payment or such longer period as any funding source requires. City, its auditors, and any funding agency with audit rights may examine and copy these records upon reasonable notice during normal business hours. Consultant shall refund unsupported, unallowable, or noncompliant charges within thirty (30) days of written demand, and City may offset them against any amount otherwise payable.

2.8 Availability of Funds; Non-Appropriation. City's payment obligations beyond the current fiscal year are subject to appropriation by the City Council. If funds are not appropriated for a subsequent fiscal year, City may terminate this Agreement effective at the end of the then-current fiscal year upon written notice, without penalty or further liability other than payment for Services satisfactorily performed before the effective date. Non-appropriation is not a default by City.

3. TERM OF AGREEMENT. This Agreement is effective as of August 10, 2026 and shall remain in effect until the earlier of August 9, 2029 or the date the Services are completed, unless extended by written amendment or terminated as provided in this Agreement (the **"Term"**).

3.1 Suspension. City may suspend the Services in whole or in part upon written notice, for convenience or for lack or reduction of funding, safety concerns, a cybersecurity or privacy incident, lapse of or noncompliance with required insurance, an actual or suspected material breach, or a pending conflict of interest investigation. Consultant shall stop work as directed, protect work in progress, and resume promptly upon written notice. Consultant shall be paid for Services satisfactorily performed before the effective date of suspension. If a suspension for convenience exceeds ninety (90) consecutive days, Consultant may request an equitable schedule adjustment and either Party may terminate the suspended portion of the Services on written notice. A suspension arising from Consultant's act, omission, or noncompliance is not a compensable delay.

3.2 Termination for Convenience. City may terminate this Agreement at any time without cause by giving fifteen (15) calendar days' written notice specifying the effective date. All finished and unfinished documents and other materials shall, at City's option, become City property. Consultant shall be paid for Services satisfactorily performed and authorized reimbursable expenses incurred through the effective date, without allowance for anticipated profit or overhead on Services not performed. In no event shall the amount payable upon termination exceed the Contract Sum.

3.3 Termination for Cause. City may, by written notice, terminate the whole or any part of this Agreement if Consultant fails to perform the Services within the time specified or any authorized extension; fails to perform the Services, fails to meet the Standard of Care, or so fails to make progress as to endanger performance, and does not correct the failure within ten (10) calendar days after written notice specifying it, or such longer period as City authorizes in writing; or fails to comply with applicable law or any material requirement of this Agreement and does not correct the failure within that period.

(a) City may procure services similar to those terminated upon such terms and in such manner as it deems appropriate and may charge Consultant with any excess cost.

(b) City may require Consultant to deliver all finished and unfinished documents, data, studies, drawings, maps, photographs, reports, charts, computations, surveys, models, and similar documentation prepared by Consultant. Consultant shall be paid the value of the Services satisfactorily performed through the date of termination, giving consideration to completed work, work in progress, documents whether delivered or in Consultant's possession, and authorized reimbursable expenses.

(c) If it is later determined that Consultant was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if notice had been given under Section 3.2.

3.4 Immediate Suspension or Termination. Notwithstanding Section 3.3, City may suspend or terminate this Agreement immediately upon written notice, without a cure period, upon fraud or material misrepresentation; loss, suspension, revocation, or lapse of any license, registration, or certification required to perform the Services; misuse of or unauthorized access to or disclosure of City data or City systems; a security or privacy incident caused by Consultant's act, omission, or failure to maintain required safeguards; an unlawful conflict of interest; debarment, suspension, or exclusion by any government agency; or any breach where continued performance would create material legal, financial, safety, or cybersecurity exposure to City. Upon lapse of required insurance, City may suspend immediately and shall allow Consultant ten (10) calendar days to restore coverage before terminating, unless City reasonably determines the lapse creates material risk.

3.5 Transition Obligations. Upon expiration or termination, and as a condition of final payment, Consultant shall deliver all Work Product, including work in progress, in native and editable formats with associated data and documentation; transfer all passwords, credentials, and administrative access associated with City accounts, systems, or data, and all licenses to the extent transferable; provide reasonable transition assistance for up to sixty (60) calendar days at the transition rates in Exhibit "B" or, if Exhibit "B" is silent, at the most recent rates in effect without markup or escalation; refund any prepaid but unearned fees; return or, at City's direction, securely destroy City data and certify the destruction in writing; certify that Consultant's access to City systems, networks, and facilities has been removed; and return all City property, keys, badges, and equipment. City may withhold from final payment only the amount reasonably related to Consultant's incomplete transition obligations.

3.6 Post-Termination Cooperation. For one (1) year after final payment, or for such longer period as any claim relating to the Services remains pending, Consultant shall cooperate reasonably with City in the investigation, defense, or prosecution of any claim, audit, administrative proceeding, or litigation relating to the Services, including producing records, responding to reasonable inquiries, and making personnel available for interviews, depositions, and testimony. City shall reimburse Consultant at the rates in Exhibit "B" or, if Exhibit "B" does not state them, at the most recent rates in effect under this Agreement without markup or escalation, except where the matter arises out of Consultant's negligence, breach of this Agreement, or willful misconduct.

3.7 Survival. Sections 2.5, 2.7, 3.5, 3.6, 5, 6.5, 6.6, 6.8, 6.9, 6.10, 6.11, 6.12, and 6.17, and any Rider provision that by its nature is intended to survive, survive expiration or termination of this Agreement.

4. CITY AGENT. The Department Director for the department administering this Agreement, or designee (the "City Agent"), is the agent for City. Whenever approval or authorization is required, Consultant understands that the City Agent, or designee, has authority to provide it within the limits established by the South Gate Municipal Code and the Administrative Purchasing Policies and Procedures.

4.1 Limits on Authority. The City Agent may not amend this Agreement, increase the Contract Sum, extend the Term, authorize work outside the Scope of Services, waive or modify any insurance, indemnity, data security, or compliance requirement, or waive any material right of City. Any such action is effective only through a written amendment executed under Section 1.1 by the official holding authority for the amount involved.

5. CONFLICTS OF INTEREST AND CERTIFICATIONS.

5.1 Interest in Real Property. To Consultant's knowledge after reasonable inquiry, Consultant presently has no interest, and shall not knowingly acquire any interest, direct or indirect, in any real property located in the City that may be affected by the

Services, and no person having such an interest shall be employed by Consultant in the performance of this Agreement.

5.2 City Officials and Employees. To Consultant's knowledge after reasonable inquiry, no City employee or official has a material financial interest in Consultant's business. During the Term, and as a result of being awarded this Agreement, Consultant shall not offer, encourage, or accept any financial interest in Consultant's business or in this Agreement by any City employee or official. Consultant shall notify City within ten (10) calendar days of discovering that any statement in this Section or Section 5.1 is or has become untrue, or of any other actual or potential conflict of interest.

5.3 Government Code Sections 1090 and 87100. Consultant is aware of and shall comply with Government Code sections 1090 et seq. and 87100 et seq. To Consultant's knowledge after reasonable inquiry, no officer, employee, or agent of City has a financial interest, direct or indirect, in this Agreement or in the compensation payable under it, and Consultant has not provided and will not provide any gift, honorarium, or economic benefit to any City official, employee, or agent in violation of state or local law.

5.4 No Contingent Fee. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the award or execution of this Agreement. For breach of this warranty, City may terminate without liability and may deduct or recover the full amount.

5.5 Debarment and Eligibility. Consultant certifies that neither Consultant nor any of its principals or subconsultants is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local program or contract, and shall notify City in writing within five (5) business days if this certification becomes untrue.

5.6 California Levine Act. To the extent applicable, Consultant shall comply with Government Code section 84308 and shall complete, submit, and update any disclosure form required by the City Clerk. Nothing in this Section expands the application of Government Code section 84308 to any contract or proceeding exempt under that statute.

6. GENERAL TERMS AND CONDITIONS.

6.1 Non-Assignability; Change in Control; Subconsultants. Consultant shall not assign or transfer any interest in this Agreement without City's express prior written consent. A change in control of Consultant, a merger or consolidation, a sale of all or substantially all of Consultant's assets or business, or an assignment by operation of law constitutes an assignment requiring City's prior written consent, which shall not be unreasonably withheld. Consultant shall give City written notice not less than thirty (30) calendar days before any such transaction, or as soon as legally permitted. City may withhold consent or terminate under Section 3.2 if City reasonably

determines the successor lacks the financial capacity, qualifications, licenses, or personnel to perform, presents a conflict of interest, or presents a security, regulatory, or reputational concern. City may assign this Agreement to a successor agency, joint powers authority, or other public agency without Consultant's consent upon written notice, provided the assignee assumes City's obligations and the assignment does not materially expand Consultant's scope or exposure.

Consultant shall not substitute, add, or remove any subconsultant identified in Exhibit "A," or otherwise approved in writing by City, without prior written approval of the City Agent, and remains fully responsible for the acts and omissions of its subconsultants. Consultant shall include in every subconsultant agreement, and shall enforce, provisions imposing the requirements of this Agreement relating to insurance, indemnification, records and audit, confidentiality, data security, ownership of work product, public records, accessibility, prevailing wages, conflicts of interest, nondiscrimination, background checks, and compliance with City policies, in each case as applicable to that subconsultant's scope. Subconsultant insurance shall be appropriate to that subconsultant's scope and exposure as approved by the Risk Manager and need not duplicate the limits required of Consultant.

6.2 **Compliance with Law; Licenses.** Consultant shall comply with all applicable federal, state, county, and City statutes, ordinances, regulations, and other laws. Consultant shall maintain all professional licenses, certifications, and registrations necessary to perform the Services, and shall notify City in writing within five (5) business days of any suspension, revocation, lapse, or disciplinary action affecting any of them. Consultant shall obtain a City of South Gate business license before performing any Services, even if located outside the City, and shall maintain it for the Term at its sole cost. Consultant shall notify City in writing within ten (10) business days after becoming aware of any litigation, arbitration, regulatory proceeding, licensing action, criminal charge, or insolvency event involving Consultant or its key personnel that could reasonably affect Consultant's ability to perform, Consultant's required insurance, or City's interests.

6.3 **Nondiscrimination.** Consultant shall not discriminate against or harass any employee, applicant for employment, subconsultant, or other person on any basis protected by applicable federal, state, or local law, including race, color, ancestry, national origin, ethnicity, citizenship, religion or religious creed, age, sex, gender, gender identity, gender expression, sexual orientation, pregnancy, childbirth, breastfeeding, or related medical conditions, reproductive health decisionmaking, marital status, family or parental status, military or veteran status, physical or mental disability, medical condition, genetic information, or any other protected characteristic. Consultant shall take reasonable steps to prevent unlawful discrimination and harassment in the performance of the Services, including by its subconsultants. This Section applies to all employment practices, including hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other compensation, and selection for training, and shall be included in all solicitations or advertisements placed by or on behalf of Consultant

for personnel to perform the Services. City shall have access to documents, data, and records of Consultant and its subconsultants reasonably related to determining compliance with this Section, subject to redaction of information protected from disclosure by law.

6.4 **Insurance.** Consultant shall procure and maintain, at its sole cost, the insurance required by Exhibit "C" for the Term and for any required extended reporting period, and shall deliver certificates and all required endorsements to City before commencing the Services, upon each policy renewal, and upon request. Exhibit "C," consisting of the applicable Vendor Insurance Program tiered specification and the completed Requirements Matrix, states the required coverages, limits, endorsements, retentions, carrier standards, and policy conditions, and controls over any general description in this Agreement. Failure to procure or maintain the required insurance is a material breach. City may suspend the Services without liability, withhold payment until the breach is cured, procure the required coverage and deduct the cost from amounts owed, or terminate under Section 3.4. Consultant's obligations under Sections 6.5 and 6.6 are not limited by the insurance required under this Section, and Consultant's failure to obtain or maintain required insurance does not reduce any liability cap.

6.5 **Indemnification.** Consultant shall indemnify, defend with counsel reasonably acceptable to City, and hold harmless City, its elected and appointed officials, officers, employees, agents, and volunteers from and against all claims, demands, actions, damages, losses, liabilities, judgments, penalties, and expenses, including reasonable attorneys' and expert fees, arising out of or related to the performance of the Services by Consultant, its employees, representatives, subconsultants, or anyone for whom Consultant is legally responsible, excepting only claims arising out of the sole negligence or willful misconduct of City and except to the extent indemnification is prohibited by applicable law, including Civil Code section 2782 where this Agreement constitutes a construction contract. The duty to defend is separate from and independent of the duty to indemnify and arises upon tender of a claim.

Without limiting the foregoing, Consultant shall indemnify, defend, and hold harmless the City indemnitees from and against all claims that any Work Product, deliverable, software, method, or material furnished by Consultant infringes or misappropriates any patent, copyright, trademark, trade secret, or other proprietary right, and, where Consultant hosts, stores, transmits, processes, or has access to City data or City systems, from and against all claims, losses, fines, penalties, and expenses arising out of a security or privacy incident or any unauthorized access to, acquisition of, use of, disclosure of, alteration of, destruction of, or loss of City data caused by Consultant or anyone for whom Consultant is legally responsible, including forensic investigation, containment and remediation, legally required notification, credit monitoring and identity protection, call center services, regulatory response, and data restoration. On an infringement claim, Consultant shall at its own expense and at City's option procure the right to continue use, replace or modify the

item so that it becomes non-infringing without material loss of function, or refund all amounts paid for it. Consultant shall also indemnify and hold harmless the City indemnitees from any liability arising from alleged violations of personnel practices, and from any employee or employer contributions, penalties, and interest arising if Consultant or any of its employees, agents, or subconsultants is determined by a court or by CalPERS to be eligible for CalPERS enrollment as a City employee.

6.6 **Limitation of Liability.** Except for Enhanced-Cap Claims and Uncapped Claims, Consultant's aggregate liability arising out of or relating to this Agreement, regardless of the theory asserted, shall not exceed the greater of two times the Contract Sum or the amount for the applicable Contract Risk Tier: One Hundred Thousand Dollars ($100,000) for Tier 1, Five Hundred Thousand Dollars ($500,000) for Tier 2, and One Million Dollars ($1,000,000) for Tier 3. The Contract Risk Tier applicable to this Agreement is Tier 3; if no Tier is stated here or in Exhibit "B," Tier 2 applies. No liability limitation in Consultant's proposal, invoice, online terms, or standard terms applies to this Agreement.

Consultant's aggregate liability for Enhanced-Cap Claims shall not exceed the greater of three times the Contract Sum, the per-claim or per-occurrence limit of the insurance required by this Agreement that applies to the underlying loss, or any greater amount stated in Exhibit "B." "Enhanced-Cap Claims" means claims arising from or relating to breach of confidentiality; unauthorized access to, acquisition of, use of, disclosure of, alteration of, destruction of, or loss of City data; a cybersecurity or privacy incident; infringement or misappropriation of intellectual property; Consultant's indemnification obligations, except where the underlying matter is an Uncapped Claim; and negligent professional acts, errors, or omissions. Consultant's failure to obtain or maintain required insurance does not reduce this cap.

No limitation of liability or exclusion of damages applies to fraud, fraudulent misrepresentation, gross negligence, recklessness, or willful misconduct; death, bodily injury, or damage to tangible property; theft, loss, misappropriation, misdirection, or unauthorized transfer of City money, securities, accounts, payment instructions, or other financial assets; Consultant's obligation to return overpayments, refund prepaid but unearned fees, or remit money or property belonging to City; Consultant's obligation to correct or reperform nonconforming Services without additional compensation; fines, penalties, or assessments arising from Consultant's violation of law, to the extent legally recoverable; liability that would have existed independently of this Agreement; or any liability to the extent a limitation is prohibited by law, including Civil Code section 1668 ("Uncapped Claims").

Except for Uncapped Claims, neither Party is liable to the other for consequential, incidental, special, indirect, remote, speculative, exemplary, or punitive damages, including lost profits, however caused. The following are direct damages and are not excluded: costs to investigate, contain, mitigate, remediate, and recover from a security or privacy incident; legally required notification, credit monitoring, identity protection, call center, forensic, regulatory response, and data restoration costs; costs to recreate, restore, retrieve, or replace City data; costs to obtain substitute services,

transition to another provider, or correct or reperform deficient Services; amounts payable to a third party under an indemnified claim; loss, misdirection, or unauthorized transfer of City money or other financial assets; and any category identified as direct damages in an exhibit or Rider. Each limitation and exclusion in this Section applies only to the extent permitted by law and shall be interpreted independently.

6.7 **Independent Contractor.** This Agreement is not intended, and shall not be construed, to create a relationship of agency, servant, employee, partnership, joint venture, or association between City and Consultant. Consultant is and shall at all times remain a wholly independent contractor, has no power to enter into any contract or incur any debt or obligation for or on behalf of City, and shall not represent otherwise. Neither City nor its officers or employees shall have control over the conduct of Consultant or its employees except as to the final outcome of the Services.

All Services shall be performed by Consultant or under Consultant's direct supervision by personnel possessing the requisite skills, licenses, and permits. The personnel identified in Exhibit "A," or otherwise designated in writing by the Parties, are key to City's selection of Consultant; Consultant shall not reassign or replace them without prior written notice to the City Agent, any replacement shall be of comparable experience and qualifications subject to City's reasonable approval, and City may require removal of any person whose performance or conduct City reasonably determines to be unsatisfactory. Consultant is solely responsible for the work performance of its personnel and for payment of all wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

6.8 **Ownership of Work Product.** City owns City data, materials furnished by City, City-specific configuration data and business rules, reports and extracts containing City data, and custom deliverables separately developed and paid for by City (collectively, "Work Product"). Consultant retains ownership of its platform, software, data schemas, generalized configurations, templates, tools, methods, and improvements, subject to City's data export, use, and transition rights. Consultant grants City a non-exclusive license to use the platform for City purposes during the Term, and a perpetual, irrevocable, royalty-free license to use, modify, and reproduce any Consultant material embedded in or necessary to use a custom deliverable. Consultant shall identify in writing, before use, all pre-existing or third-party materials incorporated into or required to use the Work Product. Upon expiration or termination, Consultant shall export City data and all Work Product in a standard, usable, non-proprietary format at no additional charge. Source code shall be delivered or escrowed only for code specifically developed for and paid for by City or where Exhibit "A" expressly requires it.

6.9 **Confidentiality; Public Records.** Consultant shall protect all non-public City information obtained in the performance of the Services and shall not sell, publish, disclose, or otherwise make it available to any third party except as permitted by this

Agreement or required by law. Consultant acknowledges that City is subject to the California Public Records Act (Government Code sections 7920.000 et seq.) and that this Agreement and related records may be subject to disclosure. City is not liable to Consultant for any disclosure made in good faith under that Act or other legal compulsion. If City receives a request for records Consultant has clearly marked confidential or proprietary, City shall, to the extent practicable and permitted by law, notify Consultant before disclosure so Consultant may seek a protective order at its own expense; the final determination whether to disclose rests solely with City. Consultant shall cooperate with City in responding to requests and shall not release records relating to this Agreement without prior written authorization from City unless required by law. Where Consultant hosts, stores, transmits, processes, or has access to City data or City systems, the Data Security and Privacy Rider applies and controls as to data security and privacy matters.

6.10 Government Claims Act. Before commencing any action against City for money or damages arising out of or relating to this Agreement, Consultant shall comply with all applicable requirements of the California Government Claims Act, Government Code sections 810 et seq., and any applicable City claims ordinance or resolution. Compliance with the invoice, payment, meet-and-confer, or dispute provisions of this Agreement does not excuse compliance with applicable statutory claim presentation requirements unless this Agreement expressly identifies a procedure as a contractual claims procedure adopted pursuant to Government Code section 930.2 and states that it exclusively governs the particular claim. Nothing in this Agreement waives any defense, immunity, limitation, or protection available to City.

6.11 Final Payment; Release of Compensation Claims. City shall clearly identify any payment intended to constitute final payment and shall provide written notice that acceptance will release claims for additional compensation arising from the Services. Before accepting final payment, Consultant shall identify in writing any claim for additional compensation it intends to preserve, including the nature and estimated amount. Acceptance of final payment without such a written reservation operates as a release of City from claims for additional compensation relating to the Services, except claims that could not reasonably have been known at the time of acceptance. Approval or payment by City does not release Consultant, its employees, subconsultants, or agents from responsibility for the accuracy, competency, or conformity of the Services or Work Product, and does not constitute an assumption by City of responsibility for any defect or error.

6.12 Correction and Reperformance. Consultant shall promptly correct or reperform, at its own expense and without additional compensation, any Services or Work Product that fail to conform to this Agreement or to the Standard of Care, where City identifies the nonconformity during the Term or within two (2) years after completion of the Services, and regardless of whether City previously reviewed, approved, or accepted the affected work. This period does not limit City's rights with respect to latent defects, indemnification, fraud, gross negligence, or willful misconduct, and does not shorten any applicable statute of limitations or repose. If

Consultant fails to correct within a reasonable time after written notice, City may have the correction performed by others and charge the cost to Consultant or offset it against amounts payable.

6.13 Waiver; Remedies Cumulative; Mitigation. Failure by a Party to insist upon performance of any provision, regardless of how long the failure continues, does not waive that Party's right to demand compliance in the future. No waiver is effective unless made in writing, no waiver shall be implied from any omission to act, and no waiver of a specified default affects any other default or period of time. All remedies available under this Agreement, at law, or in equity are cumulative and alternative, and invocation of any right or remedy is not a waiver or election with respect to any other. In the event of an actual or alleged default, the Parties shall attempt to avoid and minimize the resulting damages.

6.14 Force Majeure. Neither Party is liable for failure or delay in performance, other than an obligation to pay money, caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, terrorism, civil disturbance, or governmental order. The affected Party shall give written notice within five (5) business days after the event begins, describe its expected duration and effect, and use diligent efforts to mitigate and resume performance. Force majeure does not include lack of funds, price or cost escalation, ordinary labor or staffing shortages, subconsultant default within Consultant's control, or a cybersecurity event that the safeguards required by this Agreement would have prevented. If the event continues more than thirty (30) consecutive days, City may terminate under Section 3.2.

6.15 Notices. All notices shall be in writing and shall be personally delivered, deposited in the United States mail registered or certified with return receipt requested and postage prepaid, delivered by overnight courier, or sent by email with confirmation of delivery, to the addresses below or to such other address as a Party specifies by written notice. Notices are deemed delivered upon actual receipt, or upon the first attempted delivery if the intended recipient refuses delivery.

TO CITY:	**WITH COURTESY COPIES TO:**
City of South Gate Luis Frausto, Director of Administrative Services 8650 California Avenue South Gate, California 90280 Tel: (323) 563-9522 Email: lfrausto@sogate.org	Director of Administrative Services Yodit Glaze, City Clerk Office of the City Attorney (legal notices) City of South Gate 8650 California Avenue South Gate, California 90280
TO CONSULTANT:	**WITH A COURTESY COPY TO:**
Granicus, LLC Attention: Bernadette Foley 1152 15th Street NW, Suite 800 Washington, DC 20005 Tel: (800) 314-0147 Email: contracts@granicus.com	Elliot Sobel – Account Executive, SMG West Elliot.Sobel@granicus.com & Bernadette Foley – Sr. Manager Renewals Bernadette.Foley@granicus.com

6.16 Order of Precedence. This Agreement consists of this instrument and all City-approved written amendments; Exhibit "C," Insurance Requirements; any Rider attached hereto; Exhibit "A," Scope of Services; Exhibit "B," Payment Schedule; the City's solicitation documents and written addenda, if any; and Consultant's proposal or standard terms, if attached. In the event of inconsistency, conflict, or ambiguity, that order of precedence governs, highest priority first. Administrative, procurement, protest, or solicitation procedures in any solicitation document do not apply after execution unless expressly stated. Where Exhibit "A" or Exhibit "B" consists of Consultant's proposal, that exhibit holds the position stated for the exhibit and not the lower position stated for Consultant's proposal. Attaching Consultant's proposal incorporates its description of the Services and its pricing only. No assumption, exclusion, reservation, condition, warranty disclaimer, limitation of liability, indemnity, insurance term, intellectual property term, or other contractual term stated in Consultant's proposal is accepted by City or binds City, whether or not it conflicts with this Agreement, unless expressly restated in this Agreement or in a written amendment. No preprinted, click-through, online, invoice, or standard terms of Consultant bind City unless expressly accepted in writing by City and attached to this Agreement.

6.17 Attorneys' Fees. Each Party shall bear its own costs, expenses, and attorneys' fees arising out of or connected with the negotiation, drafting, and execution of this Agreement, and arising out of or connected with any dispute, claim, or action between the Parties relating to this Agreement, except where fees and costs are recoverable by statute or payable under Consultant's indemnification obligations.

6.18 Entire Agreement and Amendments. This Agreement, including its exhibits and any attached Rider, constitutes the entire agreement between City and Consultant, and neither Party has made any representation except as expressly contained herein. Neither Party is relying upon any statement or information not contained in this Agreement. Any amendment must be in writing and executed in accordance with Section 1.1.

6.19 No Third-Party Beneficiaries; Publicity; Time. This Agreement is for the sole benefit of the Parties and confers no right, benefit, or remedy upon any person who is not a Party, except that the City indemnitees identified in Section 6.5 are intended beneficiaries of the indemnity provisions. Consultant may accurately identify City as a client and describe publicly available facts about the project in a statement of qualifications, proposal, or client list, but shall not use the City's name, seal, logo, or marks in any manner implying City endorsement, and shall not publish any case study, press release, advertisement, promotional material, or social media content concerning City or the Services, or disclose any non-public information, without prior written consent of the City Agent. Time is of the essence with respect to the milestones and completion dates identified in Exhibit "A," or in a written schedule approved by the City Agent, and any regulatory, permitting, grant, or funding deadline identified in this Agreement.

6.20 Warranty of Authorized Signatories; Consultation with Attorney. Each signatory 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. Consultant warrants and represents that it has consulted with an attorney or has knowingly and voluntarily decided to forgo such consultation.

6.21 Legal Construction. 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, with venue for any action in the County of Los Angeles. All recitals and all exhibits and Riders attached hereto are incorporated and made a part of this Agreement. The Parties have cooperated in the review and drafting of this Agreement, and in the event of ambiguity neither Party may claim that it shall be construed against either Party solely because that Party drafted all or a portion of it. Section and subsection headings are inserted for convenience only and shall not be considered in resolving questions of interpretation. Whenever the context requires, the masculine gender includes the feminine and neuter and the singular includes the plural. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one agreement. Signatures transmitted by facsimile or as a digital image, and electronic signatures complying with the federal ESIGN Act (15 U.S.C. section 7001 et seq.) or California's Uniform Electronic Transactions Act (Civil Code section 1633.1 et seq.), are valid and binding, and each Party shall promptly deliver an execution original although failure to do so does not affect enforceability. If any provision is held invalid, void, or unenforceable, the remaining provisions continue in full force.

7. EFFECTIVE DATE. The effective date of this Agreement is the date first written above. This Agreement is not effective, and Consultant shall not commence the Services, until the conditions precedent in Section 1.2 are satisfied.

[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: _____
Joshua Barron, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

GRANICUS, LLC:

By: _____
Bernadette Foley, Sr. Manager

Dated: _____

EXHIBIT "A"

Scope of Services

A.1 Project Overview and Background. Consultant provides City with hosted software subscriptions for agenda and minutes management, public records request management, the City website, and the City's civic engagement mobile application. This Agreement consolidates the subscriptions previously provided under Contract No. 2021-106-CC and Consultant's separate public records request management order into a single agreement for a three-year Term. Pricing is based on Consultant's Quote No. Q-574980 dated October 13, 2026, issued under Region 14 Education Service Center Contract No. 159768 and made available to City through OMNIA Partners.

A.2 Tasks and Specific Services. Consultant shall perform the following Services in accordance with the Standard of Care:

(a) Task 1, Agenda Management. Consultant shall provide Peak Agenda Management for the preparation and publication of agendas and minutes, with unlimited user accounts, unlimited meeting bodies and meeting types, and one (1) Peak Agenda Management site, together with the Open Platform Suite (MediaManager, upload of archives, posting of agendas and documents, and a searchable public view page), Send Agenda, and Granicus Communications for Integrations for notification bulletins to subscribers. A new implementation of Peak Agenda is in-scope as part of this renewal.

(b) Task 2, Public Records Request Management. Consultant shall provide the GovQA public records request management platform, including a City-branded public request portal with request deflection, automated due-date calculation, configurable workflow rules, request tracking with escalations and a complete audit trail, a redaction tool with unlimited user licenses, fee schedule, estimate, and invoice features, and reporting; single sign-on with City's identity and access management system; the PST Email Extractor; and two (2) terabytes of hosted data storage.

(c) Task 3, Public Records Annual Services. Consultant shall provide, upon request of the City Agent, the annual services included in the subscription: new staff training of up to four (4) hours for public records request management and up to two (2) hours each for single sign-on and the PST Email Extractor; portal updates; retention schedule, custom field, workflow, and letterhead template updates; adding staff; system cleanup and refresh; report creation; redaction code updates; and single sign-on changes.

(d) Task 4, City Website. Consultant shall provide the OpenCities website platform for www.cityofsouthgate.org, including platform functionality, managed cloud hosting in Microsoft Azure Government, ongoing security updates, ongoing product updates, and support ticketing; the AzureAD Connector for staff single sign-on and mapping of roles and permissions; and the OpenForms Team License for online forms. A website refresh is in-scope as part of this renewal.

(e) Task 5, Civic Engagement Application. Consultant shall provide the OneView Platform Enterprise subscription, including the base platform, mobile application, and web application, with the Service Request Management Module, Knowledge Base, and Messaging subscriptions.

(f) Task 6, Support and Availability. Consultant shall provide technical support through its support ticketing system, with support available twenty-four (24) hours a day, seven (7) days a week for Priority 1 issues, and shall make the subscribed products available not less than 99.9% of the time.

A.3 Deliverables. Consultant shall prepare and deliver the following Work Product to the City Agent:

(a) Continuous access to each subscribed product described in Section A.2 for each subscription year of the Term.

(b) A report of hosted data storage used for public records request management, upon request of the City Agent.

(c) Upon expiration or termination, an export of City data and Work Product in accordance with Section 6.8 and Rider R-3.

A.4 Schedule of Performance, Milestones, and Notice to Proceed. Consultant shall perform the Services in accordance with the following schedule:

(a) Subscription Year 1: August 10, 2026, through August 9, 2027.

(b) Subscription Year 2: August 10, 2027, through August 9, 2028.

(c) Subscription Year 3: August 10, 2028, through August 9, 2029.

Satisfaction of the conditions precedent in Section 1.2 constitutes the Notice to Proceed.

A.5 Key Personnel (Section 6.7). Consultant's key personnel for this Agreement are: ***[NAME, TITLE, AND ROLE OF EACH]***

A.6 Approved Subconsultants (Section 6.1). None. Consultant shall not engage any subconsultant without the prior written approval of the City Agent under Section 6.1.

A.7 City Responsibilities. City shall designate a system administrator for each subscribed product; provide, through City's Information Technology staff, the identity management configuration data needed for single sign-on; and provide and maintain City content, records, and user accounts within the subscribed products.

A.8 Location of Services and Facility Access. Consultant shall perform the Services remotely from its hosted environments. No access to City facilities is required. Consultant's access to City systems is limited to the single sign-on and directory connections that City configures for the subscribed products.

A.9 Applicable Riders Incorporated into Agreement. The following Riders are attached to and incorporated into this Agreement: Rider R-3, Data Security and Privacy; and Rider R-4, Digital Accessibility.

EXHIBIT "B"

Payment Schedule

B.1 Total Compensation (Contract Sum). Pursuant to Section 2 of the Agreement, the total compensation payable by City to Consultant for all Services and authorized reimbursable expenses shall not exceed **Two Hundred Eighty-Seven Thousand Fourteen Dollars and Fifty-Two Cents ($287,014.52)** (the "Contract Sum").

B.2 Method of Compensation and Task Budget Breakdown. City shall compensate Consultant on a fixed annual subscription fee basis in accordance with the following schedule:

Task or Milestone	Description	Not-to-Exceed Amount
Subscription Year 1	August 10, 2026, through August 9, 2027, per Quote No. Q-574980	$82,766.78
Subscription Year 2	August 10, 2027, through August 9, 2028, per Quote No. Q-574980	$86,905.12
Subscription Year 3	August 10, 2028, through August 9, 2029, per Quote No. Q-574980	$91,250.39
Contingency	Usage-based charges permitted by Quote No. Q-574980, including additional hosted data storage at $1,200.00 per terabyte per year, only as authorized in advance in writing by the City Agent	$26,092.23
Total		**$287,014.52**

Consultant may submit one invoice for each subscription year at the start of that subscription year, in an amount not to exceed the amount stated above for that year. City shall pay each such invoice in accordance with Section 2.4 and Section B.5. Consultant shall invoice any contingency charge in arrears, only after the City Agent has authorized it in writing.

B.3 Authorized Reimbursable Expenses (Sections 2 and 2.1). No reimbursable expenses are authorized under this Agreement. All costs, mileage, reproduction, and other expenses are included in the fees and rates stated above.

B.4 Payment Terms and Contract Risk Tier Confirmation (Sections 2.4 and 6.6). City shall pay the undisputed amount of each Complete Invoice within sixty (60) calendar days after receipt in accordance with Section 2.4. For purposes of Section 6.6, this Agreement is Contract Risk Tier 3.

EXHIBIT "C"

Insurance Requirements

Exhibit "C" consists of Part I, the completed Requirements Matrix for this Agreement; Part II, the Vendor Insurance Program tiered specification applicable to the Services; and Part III, the Insurance Agent Instructions. Part II states the controlling insurance requirements. Part I summarizes Part II and Part III instructs Consultant's insurance agent; neither reduces any requirement in Part II. Where Part II contains more than one specification, Consultant shall satisfy each of them.

Indemnification is governed by Section 6.5 of the Agreement and any attached Rider. The hold harmless provision reproduced in Part II is part of the City's standard insurance specification and does not expand or limit those provisions.

PART I. COMPLETED REQUIREMENTS MATRIX (VIP-03)

Requirement	This Agreement
Consultant	Granicus, LLC
Agreement / project	Granicus Agenda Management, Public Records, Website, and Civic Engagement Subscriptions
Applicable VIP-02 attachment	Attachment H, Information Technology & Cyber
Commercial general liability	$2,000,000 per occurrence
Automobile liability	$1,000,000 combined single limit per accident, if applicable
Workers' compensation and employer's liability	Statutory / employer's liability $1,000,000, if Consultant has employees
Professional liability (errors and omissions)	Technology E&O $2,000,000 per claim and $2,000,000 aggregate
Cyber / privacy liability	$2,000,000 per claim and $2,000,000 aggregate; may be combined with technology E&O
Other required coverage	None.
Additional insured (by endorsement)	Required on CGL; ISO CG 20 10 with CG 20 37
Primary and non-contributory (by endorsement)	Required; ISO CG 20 01 (12 19) or equivalent, including excess and umbrella policies
Waiver of subrogation (by endorsement)	Required for general liability and workers' compensation
Insurer rating	Authorized in California; A.M. Best A:VII or better
Claims-made coverage	Technology E&O and cyber: retroactive date before work begins; maintain 5 years after completion or purchase 5-year extended reporting; City may require longer for sensitive data
Deductibles and self-insured retentions	Must be declared to and approved by City in writing
Notice of cancellation	30 days' written notice; 10 days for non-payment of premium
Risk Management exceptions	None

PART II. VIP-02 TIERED SPECIFICATION

Attachment H — Information Technology & Cyber

Contractor shall procure and maintain, for the duration of the contract, insurance against claims arising from the technology products or services provided and from the handling of City data.

H-1. Hold Harmless and Indemnification (Type I)

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. This duty includes claims, costs, and expenses arising from a privacy or security breach caused by the Contractor's acts or omissions, including notification, credit-monitoring, and regulatory-defense costs.

H-2. Required Insurance Coverage and Limits

1. **Commercial General Liability (CGL):** At least as broad as ISO Form CG 00 01, with limits no less than **$2,000,000 per occurrence.**
2. **Technology Professional Liability (Errors & Omissions):** No less than **$2,000,000 per claim and $2,000,000 aggregate**, covering errors in the technology services or products.
3. **Cyber / Privacy Liability (network security and privacy):** No less than **$2,000,000 per claim and $2,000,000 aggregate**, covering data breach, privacy liability, breach-response and notification costs, and regulatory defense. Higher limits are advisable where large volumes of sensitive data are involved. Technology E&O and cyber are often combined in a single policy.
4. **Automobile Liability (if applicable):** At least as broad as ISO Form CA 00 01, with a combined single limit no less than $1,000,000 per accident.
5. **Workers' Compensation and Employer's Liability (if the Contractor has employees):** Statutory workers' compensation, and Employer's Liability no less than $1,000,000 per accident for bodily injury or disease.
6. **Payment Card and Funds Handling (may be required):** Where the vendor processes payment card data, the City may require evidence of PCI-DSS compliance. Where the vendor handles City funds or can initiate or alter payments, the City may require Crime / Fidelity coverage (see Attachment L). Cyber insurance does not replace crime coverage for theft of City funds or payment manipulation.

H-3. Other Required Insurance Provisions

Claims-Made Coverage (E&O and cyber)

Technology E&O and cyber are typically written claims-made. The retroactive date must precede the start of work; coverage and evidence must be maintained for at least five (5) years after completion; and if the policy is canceled or non-renewed without equivalent replacement, the Contractor must purchase extended reporting ("tail") coverage for at least five (5) years. The City may require a longer period where the data is especially sensitive.

Data Security (contract terms, not insurance)

The City may require the Contractor to maintain recognized security controls and to provide, on request, evidence such as a current SOC 2 Type II report or ISO 27001 certification.

Additional Insured Status

The parties named as "the City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers" shall be covered as additional insureds on the CGL policy for liability arising out of the Contractor's work or operations, by endorsement at least as broad as ISO CG 20 10 combined with CG 20 37.

Primary and Non-Contributory Coverage

For any claim related to this agreement, the Contractor/Consultant/Vendor's insurance shall be primary and non-contributory (at least as broad as ISO CG 20 01, preferred edition 12 19, or the latest equivalent edition) as respects the City and the additional insureds named above. Any insurance or self-insurance maintained by the City shall be excess of, and shall not contribute with, that insurance. This requirement also applies to any excess or umbrella policies.

Waiver of Subrogation

A waiver of all rights of subrogation against the City is granted for the general liability and workers' compensation policies, and the party shall obtain any endorsement necessary to effect it. This waiver applies whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance shall be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Deductibles and Self-Insured Retentions (SIRs)

Deductibles and self-insured retentions must be declared to and approved by the City in writing and shall not reduce the limits of liability. The policy shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City, and shall not contain any provision that limits satisfaction of the SIR solely to the named insured. Defense costs, including allocated loss adjustment expenses, must satisfy the SIR or deductible unless otherwise approved

in writing by the City. All deductibles and SIRs are the sole responsibility of the party that procured the insurance.

Notice of Cancellation

Each required policy shall provide that coverage will not be canceled or materially reduced except upon at least thirty (30) days' written notice to the City (ten (10) days' notice for non-payment of premium). Because certificate language alone does not bind the insurer, the City may require this notice to be provided by policy endorsement for higher-risk work.

Subcontractors

The Contractor shall require and verify that any subcontractor handling City data maintains insurance meeting these requirements, including technology E&O and cyber coverage.

Verification of Coverage

The party shall furnish the City with certificates and required endorsements (or copies of the applicable policy language) before work begins. Failure to obtain these documents beforehand does not waive the obligation to provide them. The City reserves the right to require complete, certified copies of all required policies and endorsements at any time.

Special Risks or Circumstances

The City reserves the right to modify these requirements at any time — including coverage types and limits — based on the nature of the risk, prior experience, the insurer, the coverage, or other special circumstances.

Acknowledgment

I have read and understand these Insurance & Indemnity Requirements and agree to be bound by them for work performed for the City of South Gate.

Company Name: _____

Print Name / Title: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

City Department or City Contact: _____

PART III. INSURANCE AGENT INSTRUCTIONS

Baseline Insurance & Hold Harmless Requirements

Insurance Agent Instructions

Vendors should forward this page to their insurance agent or broker. The insurance agents prepare your certificate and endorsements. Insurance agents should follow the directions exactly as described below so the City can accept them on the first submission. A certificate alone is not sufficient — the endorsements must be attached.

THIS CONTRACT's REQUIREMENTS			
Applicable Attachment (A–L; L is an add-on):	H	Contract / PO / Project:	Granicus Software Subscriptions
CGL each occurrence:	$2,000,000	Automobile Liability:	$1,000,000, if applicable
Workers' Comp / Employer's Liab.:	Statutory / employer's liability $1,000,000, if Consultant has employees	Professional Liab. / other (if any):	Tech E&O $2,000,000; Cyber $2,000,000

Always use the City's baseline limits and confirm against the VIP Requirements Matrix (VIP-03).

WHAT THE CERTIFICATE AND ENDORSEMENTS MUST SHOW

For the coverages that apply to your scope of work (see the Insurance & Hold Harmless Requirements that follow), please provide each of the items below:

1. Certificate holder (enter exactly)

City of South Gate, Attn: Risk Management
8650 California Avenue, South Gate, CA 90280

Submit the documents (do not list this as the certificate holder) to compliance@myfunel.com.

2. Additional insured (name exactly, by endorsement)

"The City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers."

Use the endorsement form required by the applicable Attachment. The forms below are for baseline / general services and must be adjusted for other scopes — goods vendors use CG 20 15; facility rentals use CG 20 11 or CG 20 26; leases use CG 20 43; transportation and other scopes may differ.

For baseline / general services, provide additional insured status on the **General Liability** policy (and **Automobile** where the work involves vehicles) for ongoing and completed operations, using ISO **CG 20 10** (ongoing) with **CG 20 37** (completed operations); the older **CG 20 10 11 85**; or automatic forms **CG 20 38** with **CG 20 40**; or a blanket endorsement at least as broad.

3. Primary and non-contributory (by endorsement)

The vendor's coverage is primary and non-contributory as respects the City, at least as broad as ISO **CG 20 01** (preferred edition 12 19, or the latest equivalent edition).

4. Waiver of subrogation (by endorsement)

Where required by the applicable Attachment, in favor of the City on the **General Liability** and **Workers' Compensation** policies. (Some scopes, such as event vendors using the City program binder, do not require a waiver.)

5. Limits

Use the limits in the box above, or the City baseline where none is stated: CGL **$2,000,000** per occurrence; Automobile **$1,000,000** combined single limit; Employer's Liability **$1,000,000**; Professional Liability **$2,000,000** where required. Construction, transportation, and some other work require higher limits — see the Attachment.

6. Acceptable insurers and cancellation

Insurers must be authorized to conduct business in California, including admitted insurers or approved surplus lines insurers, with an A.M. Best rating of **A:VII** or better unless otherwise acceptable to the City. Policies must provide notice of cancellation as required by the applicable Attachment (generally **30 days'**, **10 days'** for non-payment); the City may require a cancellation endorsement for higher-risk work.

7. Description of Operations — paste this into the certificate

Baseline / general services sample only — adjust to match the applicable Attachment (goods, facility, lease, event, and other tiers use different forms).

> The City of South Gate, its City Council, commissioners, officers, officials, employees, agents, and volunteers are additional insureds per attached endorsements CG 20 10 and CG 20 37. Coverage is primary and non-contributory per CG 20 01 12 19. Waiver of subrogation applies to General Liability and Workers' Compensation per attached endorsements. RE: Granicus Agenda Management, Public Records, Website, and Civic Engagement Subscriptions.

A certificate alone is not sufficient. A certificate is only a summary and does not, in itself, grant additional insured status, primary coverage, or a waiver of subrogation. Those rights must be provided by policy endorsement or applicable policy language.

BEFORE YOU SEND – INSURANCE AGENT'S CHECKLIST

- ☐ Certificate of Insurance (ACORD or equivalent), holder entered exactly as above.
- ☐ Additional insured endorsement(s) attached (CG 20 10 + CG 20 37, or equivalent).
- ☐ Primary and non-contributory endorsement attached (CG 20 01 12 19).
- ☐ Waiver of subrogation endorsement(s) attached (General Liability and Workers' Compensation).
- ☐ Limits meet the box above or the Attachment; insurers are A:VII or better.

Send the certificate and all endorsement pages together to compliance@myfunel.com. A certificate that only checks the "additional insured" or "waiver" boxes, without the endorsement pages attached, will be returned.

RIDER R-3

DATA SECURITY AND PRIVACY

to the Agreement for Professional Services between the City of South Gate and Consultant

This Rider is attached to and incorporated into the Agreement. Capitalized terms have the meanings given in the Agreement. In the event of a conflict between this Rider and the body of the Agreement, this Rider controls as to the subject matter addressed here. All other terms of the Agreement remain in full force.

R-3.1 Definitions and Level. "City Data" means all data, records, and information provided by City or created, collected, received, processed, or stored by Consultant on behalf of City. "Security Incident" means any actual or reasonably suspected unauthorized access to, acquisition of, use of, disclosure of, alteration of, destruction of, or loss of City Data, or any incident affecting the confidentiality, integrity, or availability of City Data or City systems. The Data Security Level applicable to this Agreement is Level C. If no Level is stated, Level B applies; and Level C applies regardless of what is stated where the Services involve financial systems, City funds or payment instructions, criminal justice information, health information, personnel records, payment card data, critical infrastructure, or high-impact operational systems. A requirement identified as applying to a specific Level applies to that Level and to every higher Level.

R-3.2 Security Controls. Consultant shall maintain administrative, technical, and physical safeguards that meet or exceed industry standards, including role-based least-privilege access control; multifactor authentication for all remote and administrative access; encryption of City Data in transit and at rest using current industry standard algorithms; use of vendor-supported software and timely security patching; centralized logging and monitoring with retention of security logs; secure and tested backups; documented vulnerability management; annual security awareness training for personnel with access to City Data; and documented business continuity and disaster recovery plans tested at least annually. For Level A engagements, Consultant shall use and comply with the security controls configured by City for City-managed accounts and systems, and shall satisfy the access control, multifactor authentication, encryption, supported software and patching, logging, and training requirements as to Consultant's own devices, software, and accounts used to perform the Services; Consultant is not responsible for configuring or warranting the security of City-managed infrastructure. For Level B and Level C engagements, Consultant shall satisfy all requirements of this Section.

R-3.3 Location, Personnel, and Subprocessors. Consultant shall store and process City Data within the United States. Consultant shall obtain City's prior written approval before using offshore personnel, before changing hosting arrangements or hosting location, and before engaging any new subprocessor in a Level C engagement. For Level B engagements, Consultant shall give City not less than thirty (30) calendar days' advance written notice of any new subprocessor with access to City Data and shall allow City to object on reasonable security or privacy grounds, in which case

the Parties shall meet and confer and City may terminate the affected Services if the objection is not resolved. Consultant shall maintain a current subprocessor list and provide it on request, remains fully responsible for its subprocessors, and shall impose these requirements on each of them by written agreement.

R-3.4 Incident Notification. Consultant shall notify City immediately following discovery of any Security Incident, and in no event later than twenty-four (24) hours after discovery, by written notice to the City Agent and the City's Information Technology Manager. Preliminary notice may be based on then-available information, need not include a full forensic determination, and is not excused or delayed by an ongoing internal verification process. Consultant shall provide a follow-on written report within seventy-two (72) hours of discovery, or as soon thereafter as reasonably practicable, and supplemental updates as facts become known. Upon completing its investigation Consultant shall provide the factual findings, timeline, root cause analysis, and remediation steps taken, and may redact material subject to attorney-client privilege or work product protection only where no factual finding is withheld on that basis and the redaction is accompanied by a log identifying the type of information withheld.

R-3.5 Cooperation and Costs. Consultant shall begin remediation promptly, preserve all evidence relevant to the Security Incident, and cooperate fully with City, its agents, its insurers, and law enforcement. Where a Security Incident arises from Consultant's act, omission, or failure to maintain the required safeguards, Consultant shall bear the costs of forensic investigation, legally required notification to affected individuals and regulators, credit monitoring and identity protection services, call center services, and data restoration. Consultant shall coordinate the content and timing of any notification involving City Data with City in advance. City retains sole responsibility for and control over any notification City is required to make as a public agency.

R-3.6 Use and Ownership of City Data. City Data is and remains the property of City. Consultant shall use City Data solely to perform the Services, shall not sell, license, rent, share, or otherwise monetize City Data, and shall not use City Data to develop, train, fine-tune, test, or improve any artificial intelligence or machine learning model without City's prior written approval. Any approved use shall be limited to a model used exclusively to provide the Services to City and not made available to any other customer.

R-3.7 Return and Destruction. Upon expiration or termination, or upon City's written request, Consultant shall return City Data in a standard, usable, non-proprietary format and shall then delete City Data from active and readily accessible systems within thirty (30) calendar days and certify that deletion in writing; isolate any remaining backup copies from ordinary use and access; delete City Data from backup media through the documented backup rotation cycle; and provide final written certification when backup deletion is complete, in no event later than one hundred eighty (180) calendar days after termination unless City approves a longer period in writing based on Consultant's documented backup architecture.

R-3.8 Audit and Assessment. Consultant shall provide City, on request and not more than annually absent a Security Incident, with its most recent SOC 2 Type II report or equivalent independent security assessment together with a summary of remediation of any identified exceptions. Where no such report exists, or for a Level A engagement, Consultant shall complete a security questionnaire provided by City.

RIDER R-4

DIGITAL ACCESSIBILITY

to the Agreement for Professional Services between the City of South Gate and Consultant

This Rider is attached to and incorporated into the Agreement. Capitalized terms have the meanings given in the Agreement. In the event of a conflict between this Rider and the body of the Agreement, this Rider controls as to the subject matter addressed here. All other terms of the Agreement remain in full force.

R-4.1 Accessibility Standard. Where the Services include the creation, design, development, procurement, configuration, or maintenance of web content, mobile applications, electronic documents, forms, reports, presentations, maps, or other digital content that City makes available to the public, Consultant shall deliver content that conforms to Level AA of the Web Content Accessibility Guidelines (WCAG) 2.1 and to applicable requirements under Title II of the Americans with Disabilities Act and 28 C.F.R. Part 35.

R-4.2 Testing and Remediation. Consultant shall provide accessibility testing results with each affected deliverable and shall remediate nonconforming deliverables at no additional cost to City. City may withhold acceptance of a deliverable that does not conform until remediation is complete.

R-4.3 Subconsultants. Consultant shall impose the requirements of this Rider on any subconsultant producing public-facing digital content.

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

1:32pm

Item No. 10

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
Originating Department: **Police**

Department Director: Manuel Arana
Manuel Arana

City Manager: Rob Houston
Rob Houston

SUBJECT: PURCHASE ORDER FOR RENEWAL OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES AGREEMENT FOR THE POLICE DEPARTMENT

PURPOSE: To renew the existing agreement with Hitech Systems, Inc. dba Pulsiam ("Pulsiam") for maintenance and support services agreement which includes Computer Aided Dispatch ("CAD") and Records Management Systems ("RMS") for the Police Department. South Gate Municipal Code requires that all agreements, more than $50,000 be approved by the City Council.

RECOMMENDED ACTION: The City Council will consider authorizing the issuance of a Purchase Order to Hitech Systems, Inc. Dba Pulsiam ("Pulsiam") to renew the Software Maintenance and Support Services agreement for Fiscal Year 2026/2027 for the Police Department in the amount of $134,044.43.

FISCAL IMPACT: Funding for this purchase was approved in the Fiscal Year 2026/2027 budget in the amount of $128,190.00, under account number 100-513-21-6730. Due to an increase in pricing, funds from the Fiscal Year 2026/2027 Asset Forfeiture Fund (account 235-570-21-6730) will be used to fund the additional $5,854.43.

ANALYSIS: This Purchase Order is for the renewal of an existing sole source proprietary software maintenance agreement that does not require bidding and complies with City purchasing guidelines.

BACKGROUND: For the past 30 years, the Police Department has contracted with Pulsiam to provide 24-hour support for its CAD and RMS systems. The CAD and RMS systems are the foundation of information technology that enables the Police Department to receive 9-1-1 calls in the dispatch center and generate calls for service that are sent electronically to police officers in the field. The system is also an integrated database for the processing and storage of law enforcement information, including crime and arrest reports.

CAD and RMS are an integrated system designed specifically for law enforcement operations. CAD is a real-time system, which automatically verifies addresses, tracks, and manages incoming calls, prioritizes calls for service, and tracks on-duty personnel activity. RMS provides reporting

and analytical capabilities for investigations and generates statistics for the Uniform Crime Report to the State and the Federal Governments. Mobile Data and e-Reporting modules allow officers to access dispatch information in the field, provides access to our secure law enforcement network, and creates crime and arrest reports.

Together, these modules create the core of our police department's information system, which is essential for the daily and efficient operation of the police department. Maintenance of this complex software system is necessary to keep up with modifications, technology issues, changes in existing laws, and other constantly evolving mandates to law enforcement.

ATTACHMENTS: A. Pulsiam Invoice #8032
B. Software Maintenance and Support Agreement

Attachment A
Agenda Bill 11/10/26

PULSIAM
Hitech Systems, Inc. dba Pulsiam

(310) 282-9919 (310) 282-9929 (Fax)
16030 Ventura Blvd. Suite 250
Encino, CA 91436

DATE	9/25/2026
INVOICE NO.	8032
TERMS	Net 30
P.O./CUST REF.	
HSI TASK	110423

BILL TO

City of South Gate Police Department
Attn: Technical Service Manager
8620 California Avenue
South Gate, CA 90280-3073

MAINTENANCE PROVIDED	QTY	UNIT PRICE	TOTAL
SafetyNet Maintenance for the period 11/01/2026 - 10/31/2027			
CAD/DISPATCH ----------			
Call Taker (0)			
Dispatcher (4)			
Supervisor (0)			
Subtotal		56,420.55	56,420.55
MOBILE CLIENT / E-REPORT & WEB SERVICES ----------			
Mobile (14)			
Subtotal		27,081.03	27,081.03
RMS ----------			
Command Staff (1)			
Crime Analyst (1)			
Subtotal		50,542.85	50,542.85
Shared Costs:			
GIS Specialist (0)			
System Administrator (1)			
Interfaces (maintenance costs included in user roles			
SafetyNet CAD E911 Interface			
SafetyNet CAD Message Switch Interface			
SafetyNet CAD Mapping Interface			
SafetyNet CAD Axon Auto-Tagging Interface			
SafetyNet RMS Crossroads Interface			
SafetyNet RMS Coplogic Interface			

Thank you for your business.

Total

PULSIAM
Hitech Systems, Inc. dba Pulsiam

(310) 282-9919 (310) 282-9929 (Fax)
16030 Ventura Blvd. Suite 250
Encino, CA 91436

DATE	9/25/2026
INVOICE NO.	8032
TERMS	Net 30
P.O./CUST REF.	
HSI TASK	110423

BILL TO

City of South Gate Police Department
Attn: Technical Service Manager
8620 California Avenue
South Gate, CA 90280-3073

MAINTENANCE PROVIDED	QTY	UNIT PRICE	TOTAL
SafetyNet Digital Mugshot Interface			
SafetyNet Digital Mugshot Capture Interface			
SafetyNet Live Scan Import Interface			
SafetyNet Live Scan Export Interface			
SafetyNet Live Scan NIST Formatter			

Thank you for your business.

Total $134,044.43

Hitech Systems, Inc.

Software Maintenance and Support Services Agreement

Master License Agreement Number: 19970701O1

This Software Maintenance and Support Services Agreement (hereinafter "Agreement") made as of this 11th day of May 1999, is entered into by and between **Hitech Systems**, (hereinafter "Hitech") a California Corporation doing business principally at _____, and the **City of South Gate**, California, (hereinafter "Customer") whose principal location is 8650 California Avenue, South Gate, California 90280.

WHEREAS, Hitech is making available software maintenance and support services for certain of Customer's software; and

WHEREAS, Customer has license to use said software on a perpetual basis; and

WHEREAS, Customer has selected Hitech to provide such software maintenance and support services;

NOW, THEREFORE, it is hereby agreed as follows:

1. **COVERED SOFTWARE**
Hitech provides maintenance services under this Agreement for such software as described in Exhibit A. Hitech will only maintain such software pursuant to this Agreement for which Customer is duly licensed (hereinafter "Covered Software"). In the event that additional software listed in Exhibit A is licensed for use by Customer, such software will be included in the Covered Software upon payment of the appropriate prorated maintenance fee listed in Exhibit B. Covered Software must not have been modified by anyone other than Hitech without prior written permission from Hitech.

2. **DESCRIPTION OF SERVICES**

2.1 Customer may contact Hitech twenty-four (24) hours a day, seven (7) days a week for software support service. Customer may contact Hitech via telephone to Hitech's office during normal business hours (9:00 am to 5:00 pm Pacific Time, Monday through Friday) or through a paging service outside of office hours or on holidays, or when the office is otherwise unattended. Hitech will respond to such requests as soon as practical, within two (2) hours during normal business hours or within four (4) hours outside of normal business hours or on holidays. Holidays include New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

2.2 Hitech will investigate and remedy, without additional cost to Customer, except as described below, all program errors or documentation errors reported by Customer regarding the Covered Software. An error is defined as the behavior of the Covered

Software at variance with the documented functionality and operation of the Covered Software.

2.3 Hitech will periodically publish and distribute to Customer a notice (hereinafter "Notice") of the enhancements, modifications, and corrections (collectively referred to as "Enhancements") that have been made to the Covered Software by Hitech. Hitech will, upon written request, make available one machine-readable copy of these Enhancements, and one copy of the supporting documentation (hereinafter "Release"). The Release will be provided to Customer "as is", for installation and use by Customer.

2.4 Hitech will provide assistance for procedural questions relating to the Covered Software. Such assistance will be limited to two hours per month. Any such assistance in excess of two hours per month will be billed to Customer at Hitech's billing rates for such services.

2.5 Hitech will be reimbursed by Customer for all reasonable non-labor expenses relating to services rendered, including but not limited to, air fare (coach when available), meals not to exceed $30.00 per diem, lodging, local transportation and telephone charges. Customer has the right of first refusal in engaging or selecting travel-related services to be prepaid by Customer.

2.6 Hitech will be available to assist Customer on a time and materials basis at Hitech's then-current billing rates for any additional Customer-requested enhancements, modifications, or customized work relating to the Covered Software (hereinafter "Additional Services"), including:

- Analysis
- System Design
- Programming
- Testing
- Implementation Support
- Project Management
- Technical Reviews
- Training
- Documentation

2.7 Hitech will be available to provide Customer with assistance to correct damage caused to Customer's system by Customer's operator error or negligence. Such determination will be mutually agreed to by the parties.

2.8 Hitech will provide Customer with a cost estimate for approval before the commencement of effort relating to the Additional Services.

2.9 The following services provided to Customer will be billed to Customer on a time and materials basis:

- Functional enhancements to the Covered Software, except those which are contained in a Hitech product release.
- Diagnosis and correction of hardware errors.
- Diagnosis and repair of Covered Software modified by anyone other

than Hitech.

- Diagnosis, repair or correction of software other than the Covered Software, including, but not limited to, operating system software and other third party software.
- Hardware installation.
- Software installation.
- Training, except procedural questions as described above.

2.10 In the event that Hitech determines that a reported problem is the result of user error, hardware error, operating system software error, or software error caused by other than the Covered Software, Customer will reimburse Hitech for its efforts expended relating to the reported problem to the extent that such efforts exceed the two hours per month limit for procedural questions as described above.

3. TERMS AND CONDITIONS

3.1 The Annual Maintenance Fee for Covered Software is based on the Maintenance Price List for such services, the current schedule for which is shown in Exhibit B. Customer agrees to pay Hitech the appropriate annual fee based on this price list for the number and type of users of the Covered Software. Based on information supplied by Customer, and that Customer warrants to be complete and correct, Hitech has calculated the Annual Maintenance Fee for the Covered Software on Customer's Systems to be that as shown in Exhibit C. The initial period of coverage for this Agreement is for the twelve (12) months commencing May 11, 1999 (hereinafter "Commencement Date"), for which Customer agrees to pay to Hitech the Annual Maintenance Fee as shown in Exhibit C within thirty (30) days of either Commencement Date or the date of this Agreement, whichever is later. This Agreement may be renewed by Customer from year to year by payment in advance of each anniversary of the Commencement Date for the succeeding year. Hitech reserves the right to increase the annual maintenance fees each year and will provide written notice to Customer no less than sixty (60) days prior to the end of the annual period of its intention to do so. Any increase in the number of users of the Covered Software will result in an increase in the amount of the Annual Maintenance Fee. No credit or refund will be given Customer for any decrease in the number of users of the Covered Software for an annual period. In the event of an increase in the number of users of the Covered Software, Customer will remit to Hitech the prorated increase in the Annual Maintenance Fee for the annual period within thirty (30) days of such an increase.

3.2 Hitech hereby grants Customer during the term of this Agreement the non-exclusive and non- transferrable license to use any Release(s) provided to Customer subject to the terms and conditions of the Master License Agreement referenced on the first page of this Software Maintenance and Support Services Agreement.

3.3 Any Release(s) provided by Hitech shall only be installed at the designated location and on the designated CPU(s) specified in the Master License Agreement referenced on the first page of this Software Maintenance and Support Services Agreement.

3.4 Customer represents and warrants that it will not modify or permit anyone else to modify a Release or the Covered Software without the written consent of Hitech.

3.5 Customer agrees to notify Hitech promptly of the circumstances surrounding any unauthorized possession, use, or knowledge of the whole or any part of the Covered Software, a Release, or physical embodiment thereof, or other information made available pursuant to this license, by anyone other than persons authorized by this license to have such possession, use, or knowledge.

3.6 The Covered Software is serialized. Each copy of the Covered Software is identified by serial number and the Customer's name, which will appear when the Covered Software is run.

3.7 It is the responsibility of the Customer to safeguard the Program Product from unauthorized use. In the event it is discovered that unauthorized use of the Customer's copy has occurred, and that this use occurred with the knowledge, authorization or due to the negligence of Customer including its employees, contractors and other parties under the control an supervision of the Customer, Customer agrees to pay to Hitech liquidated damages in an amount equal to the then current license fee for the Covered Software for each separate CPU on which the unauthorized use has been made.

3.8 Customer agrees to provide dial-up access to Customer's system via Hitech provided Cisco router in conjunction with an ISDN telephone line. The ISDN line selected shall be provided at Customer's expense. Customer agrees to provide the telephone number, and provide a separate login ID and password for each Hitech employee required to access the system for support purposes to Hitech for maintenance access to Customer's system. Customer further agrees to provide access to programs and files on Customer's system necessary for the performance of the services described herein. Hitech recognizes that the system will contain criminal history information and is responsible for its personnel who access this system with respect to protection of the information accessible via the system.

4. PROPRIETARY INFORMATION

4.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto, related parties in interest, their respective successors and, to the extent permissible in any assignment hereunder, assignees. Customer agrees not to make or to permit any loan, lease sale, assignment or other disposal of this Agreement without the prior written consent of Hitech. It is agreed that any such loan, lease, sale, assignment or other such disposal made without the prior written consent of Hitech shall be null and void.

4.2 Customer agrees not to remove any product identification or notices of any proprietary restrictions from the Covered Software, Release(s) or accompanying materials. Hitech has exclusive ownership of portions of the Covered Software, Release(s), patents, copyright, trademarks, trade secrets and proprietary information; and Customer acknowledges that all such is confidential information belonging solely to Hitech.

Customer agrees to keep all such items strictly confidential and shall not use such items except pursuant to this Agreement. After termination of this Agreement, Customer shall not utilize or disclose such items. Hitech agrees that it has no right to or interest in the data processed by Customer while using the Covered Software.

4.3 Customer shall not, for the duration of this Agreement or at any time thereafter:

4.3.1 Make any unauthorized copies or duplicate or permit anyone else to copy or duplicate any physical embodiments of the Covered Software or any Release(s), except as required for backup purposes.

4.3.2 Create or recreate, or attempt to create or to recreate, or permit anyone else to create or attempt to recreate, the source programs, object programs or any other aspect of the Covered Software and any Release(s).

4.4 After termination of this Agreement, Customer shall not utilize or divulge any confidential information or trade secrets provided by Hitech. Customer's obligation under this Paragraph shall continue beyond the termination of this Agreement.

5. TERMINATION

This Agreement may be terminated due to the impossibility of performance caused by acts of God, floods, fires, storms, strikes, lockouts, disputes with employees, riot, insurrection, acts of public enemy, war, federal, state, county, municipal, and local restrictions, prohibitions, regulations, and requisitions, or other interferences beyond the control of the parties to the extent that the same prevent or delay the performance of the obligations herein contained.

This Agreement may be terminated by either party in the event of breach by the other party by written notice in accordance with section 12 below. In the event of termination due to breach, the non-breaching party shall be entitled to all other remedies available at law, and the election to terminate shall not constitute a waiver of any other rights the non-breaching party may have.

This Agreement may be terminated by either party without cause upon thirty days written notice in accordance with section 12 below. In the event Customer chooses to terminate this Agreement without cause, Customer shall not be entitled to a refund or credit of any of the maintenance fees previously paid or owing to Hitech. In the event of termination by Hitech without cause, or by Customer for breach, Customer shall be entitled to a pro rata refund of the annual maintenance fee effective the first of the month following the thirty days written notice.

6. COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the State of California. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, not withstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

7. ATTORNEY'S FEES

In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled

to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute. Any attorneys' fees or collection expenses incurred by Hitech in order to effect collection of any payment due pursuant to the terms of this Agreement shall be paid by Customer.

8. TAXES

Customer shall be liable for all federal, state, municipal or other governmental taxes, duties, charges or costs, however designated, now or hereinafter imposed, upon the storage, licensing, transportation, distribution or use of the Covered Software including, but not limited to any sales or use tax, privilege or excise tax, exclusive, however, of taxes based upon net income.

9. PROPRIETARY RIGHTS

All Enhancements provided to Customer under this Agreement shall become and remain the property of Hitech.

10. SURVIVABILITY

The obligations set forth herein with respect to protection of Seller's proprietary information by Licensee shall survive any termination of the License Agreement.

11. CONTRACT MODIFICATION

The terms, scope, and conditions of this contract may be modified only by a formal, written modification signed by duly authorized representatives of both Customer and Hitech.

12. NOTICES

All correspondence pertaining to the content of this Agreement will be made via certified mail to the person and address below:

To Customer:
Sheri L. Koomen
Emergency Services Manager
South Gate Police Department
8620 California Avenue
South Gate, CA 90280

To Hitech:
Henry P. Unger
President
Hitech Systems, Inc.
1964 Westwood Blvd. #435
Los Angeles, California 90025

13. AUTHORITY

Each individual signing this Agreement on behalf of any corporation or other legal entity represents and warrants that he has the right, power, legal capacity, and authority to enter into and perform this Agreement and no further approval or consent of any persons or entities is necessary for him to enter into and perform this Agreement.

14. WAIVER

In the event either party elects not to exercise any of its rights hereunder, such election shall not

constitute a waiver of that party's rights at that time or at any time in the future, and that party shall be entitled to exercise all rights it has hereunder at any time.

15. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

16. ATTESTATION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the date first written above.

City of South Gate

Henry C. Gonzalez
Signature

July 6, 1999
Date

Henry C. Gonzalez
Printed Name

Mayor

Hitech Systems, Inc.

X
Signature

6/30/99
Dated

Henry Unger
Printed Name

President Title
Title

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

Nina Banuelos, City Clerk

EXHIBIT A

Software

***SafetyNet* Computer Aided Dispatch System (CAD) - Server**
***SafetyNet* Computer Aided Dispatch - Workstation**
***SafetyNet* E911 Interface - Server**
***SafetyNet* E911 Interface - Workstation**
***SafetyNet* JDIC Interface - Server**
***SafetyNet* JDIC Interface - Workstation**
***SafetyNet* CAD Mapping - Server**
***SafetyNet* CAD Mapping - Workstation**
Hiterm Windows Client

Exhibit B

Annual Maintenance Price List

Product	Price	Cvg
SafetyNet CAD Server	$7,500	
SafetyNet CAD Workstation	1,500	
SafetyNet CAD E911 Interface Server	1,200	
SafetyNet CAD E911 Interface Workstation	120	
SafetyNet CAD Message Switch (JDIC) Server	2,400	
SafetyNet CAD Message Switch (JDIC) Workstation	120	
SafetyNet Zetron Model 25 Tone Encoder Server	1,200	
SafetyNet Zetron Model 25 Tone Encoder Workstation	120	
SafetyNet Zetron Model 26 Station Status Server	1,200	
SafetyNet Zetron Model 26 Station Status Workstation	120	
SafetyNet CAD Paging Server	1,200	
SafetyNet CAD Paging Workstation	120	
SafetyNet CAD Radio Interface Server	1,200	
SafetyNet Radio Interface Workstation	120	
SafetyNet CAD Mapping Server	1,200	
SafetyNet CAD Mapping Workstation	120	
SafetyNet Mobile Server	4,500	
SafetyNet Mobile Client	90	
SafetyNet Mobile Server Mapping Option	375	
SafetyNet Mobile Client Mapping Option	30	
SafetyNet Mobile Server AVL Option	750	
SafetyNet Mobile Client AVL Option	15	
SafetyNet Mobile Server Field Reporting Environment Option	750	
SafetyNet Mobile Client Field Reporting Environment Option	75	
SafetyNet CAD ProQA Server	1,200	
SafetyNet CAD ProQA Workstation	120	
SafetyNet Records Management System - Law Enforcement (RMS-LE)	7,500	
SafetyNet RMS/LE Operator	750	
SafetyNet Records Management System - Fire (RMS/FIRE)	6,000	
SafetyNet Records Management System - Mobile Field Reporting	750	
SafetyNet Digital Mugshot Interface (DMI)	1,500	
SafetyNet Digital Mugshot Interface client/user	30	
SafetyNet Bar Coding Interface (BCI)	225	
SafetyNet Bar Coding Interface client/user	15	
SafetyNet Document Imaging Interface (DII)	375	
SafetyNet Document Imaging Interface client/user	30	
Laserfiche Document Imaging Software	1,400	

Software Maintenance and Support Services Agreement

EXHIBIT C

Quantity	Description	Annual Maintenance	Extended Maintenance
1	*SafetyNet* CAD - Server	7,500	7,500
1	*SafetyNet* CAD - Workstation	1,500	1,500
1	*SafetyNet* E911 Interface - Server	1,200	1,200
1	*SafetyNet* E911 Interface - Workstation	120	120
1	*SafetyNet* JDIC Interface - Server	2,400	2,400
2	*SafetyNet* JDIC Interface - Workstation	120	240
1	*SafetyNet* CAD Mapping - Server	1,200	1,200
2	*SafetyNet* CAD Mapping - Workstation	120	240
5	Hiterm Windows Client	50	250
			14,650

Office of the
South Gate City Clerk

NOV - 5 2026

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Item No. 11

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
Originating Department: **Parks & Recreation**

Department Head: tdelarosa *Tina De La Rosa* ***City Manager:*** Rob Houston *Rob Houston*

SUBJECT: RATIFICATION AND ACCEPTANCE OF A CALIFORNIA VOLUNTEERS YOUTH SERVICE CORPS GRANT AND APPROVAL OF A SUBRECIPIENT AGREEMENT WITH CONSERVATION CORPS OF LONG BEACH FOR YOUTH WORKFORCE DEVELOPMENT

PURPOSE: The City Council is asked to ratify and accept a Youth Service Corps grant from the Governor's Office of Service and Community Engagement/California Volunteers (California Volunteers) and to approve a Subrecipient Agreement with Conservation Corps of Long Beach (CCLB), retroactive to July 1, 2026, to run the program. The grant pays 36 young adults to train and work on park maintenance, urban forestry, recycling, and watershed projects in South Gate, giving them job skills while adding labor to care for City parks. The grant totals $582,131.61 through December 31, 2027, is paid on a reimbursement basis, and requires no City match or General Fund money.

RECOMMENDED ACTIONS: The City Council will consider:

a. Ratifying the execution of Standard Agreement No. JP2003-Y2526 with the Governor's Office of Service and Community Engagement/California Volunteers, signed on behalf of the City on April 1, 2026, and accepting the Youth Service Corps Program grant award in an amount not to exceed $582,131.61 for a term from April 1, 2026, through December 31, 2027;

b. Approving Subrecipient Agreement with Conservation Corps of Long Beach, a California nonprofit public benefit corporation, to provide paid job training and supportive services to 36 young adults for a term from July 1, 2026, through December 31, 2027, in an amount not to exceed $576,131.61;

c. Ratifying program services performed by Conservation Corps of Long Beach since July 1, 2026, at the request of the Department of Parks & Recreation, and authorizing reimbursement of eligible, documented costs for that period within the not-to-exceed amount of the Subrecipient Agreement;

d. Appropriating $582,131.61 in Youth Service Corps grant revenue to Account No. 261-4699 and appropriating corresponding expenditures of $576,131.61 to Account No. 100-

460-61-6646 and $6,000.00 to Account No. 100-460-61-6101 in the General Fund for Fiscal Year 2026-27;

e. Authorizing the City Manager, or designee, to sign grant invoices, reports, and other administrative documents required by California Volunteers, including amendments that extend the grant term, provided they do not increase the City's financial obligations; and

f. Authorizing the Mayor or City Manager to execute the Subrecipient Agreement in a form approved by the City Attorney.

SUMMARY: California Volunteers awarded the City $582,131.61 under its Youth Service Corps Program through Standard Agreement No. JP2003-Y2526 (Attachment A). The grant term runs from April 1, 2026, through December 31, 2027. The City will pass $576,131.61 of the award to CCLB, a Long Beach nonprofit that has run the City's youth workforce program in prior grant cycles, under a Subrecipient Agreement (Attachment B). The City keeps the remaining $6,000.00 to cover Department of Parks & Recreation staff time to manage the grant, file State reports, and process invoices.

CCLB will recruit, hire, and train 36 young adults, with recruitment focused on South Gate. Each participant receives about 450 hours of paid training at an average wage of $18.50 per hour, plus at least 80 hours of supportive services such as case management, counseling, and career planning. Work takes place at City parks and facilities chosen by the Director of Parks & Recreation, with Urban Orchard Park serving as the program's South Gate base. Participants also work along the lower Los Angeles River and, through CCLB's Shore Corps program, on marine conservation along the coast.

Two steps in this program happened before Council review. The State Agreement was signed on April 1, 2026, and CCLB began serving participants on July 1, 2026, at the Department's request, and has continued since then without a signed agreement or payment. Staff asks the Council to ratify both. Approval on November 10, 2026, confirms the City's acceptance of the grant, makes the Subrecipient Agreement effective as of July 1, 2026, and allows the City to reimburse CCLB for documented costs from that date forward.

FISCAL IMPACT: The grant provides up to $582,131.61 on a cost-reimbursement basis. The City pays eligible costs first and then invoices California Volunteers, monthly or quarterly, for actual expenses. Of the total, $576,131.61 is the not-to-exceed amount of the Subrecipient Agreement with CCLB, and $6,000.00 reimburses City program management at $500.00 per month for 12 months. The grant does not require a City match.

These funds are not included in the FY 2026-27 Adopted Budget. Recommended Action D appropriates the grant revenue and matching expenditures in the Federal/State Grant and General Fund respectively. Staff proposes to appropriate the full amount in FY 2026-27 and carry forward any unspent balance to FY 2027-28 at year-end. The grant is one-time money and creates no ongoing cost after December 31, 2027.

There is no impact to the General Fund because the grant reimburses all program costs. The City's only exposure is the short gap between paying CCLB and receiving State reimbursement, and any

cost the State later disallows. The table below shows how the grant budget approved by California Volunteers (Exhibit B to the State Agreement) is divided between CCLB and the City.

Grant Budget Category	CCLB	City	Total
Administration (CCLB, 10% of expenses)	$52,921.06	$0.00	$52,921.06
Direct operating costs (supervision, transport, City program management)	$106,700.00	$6,000.00	$112,700.00
Participant wages (36 x 450 hours x $18.50)	$299,700.00	$0.00	$299,700.00
Participant payroll costs (FICA, workers' compensation, health care)	$39,410.55	$0.00	$39,410.55
Supportive services (case management, counseling, supplies, basic needs)	$77,400.00	$0.00	$77,400.00
Total	**$576,131.61**	**$6,000.00**	**$582,131.61**

Source: Exhibit B (Budget Detail) to Standard Agreement No. JP2003-Y2526 and Section 3 of the Subrecipient Agreement.

BACKGROUND: California Volunteers, part of the Governor's Office of Service and Community Engagement, runs the Youth Service Corps Program. The program funds cities to create paid service and job training positions for young adults in four focus areas: climate, food insecurity, education, and public service. The City has received Youth Service Corps funding in prior cycles, with CCLB as its program partner. In 2025, participants helped complete Urban Orchard Park, a community park on a former industrial site with fruit trees and edible plants open to the public.

The City's work with CCLB began during the COVID-19 pandemic, when CCLB crews removed litter and discarded items from City streets and alleys, and continued through the City's recent park projects. CCLB, founded in 1987, is a certified local conservation corps that serves young adults ages 18 to 26 through paid work, training, and education.

For the current cycle, the City applied for $582,131.61 to serve 36 participants and named CCLB as its secured partner. California Volunteers approved the award, and the Standard Agreement was signed electronically on April 1, 2026, by Tina De La Rosa, then Interim Director of Parks & Recreation, and by the State's Chief Deputy Director. The agreement was not presented to the City Council before it was signed.

ANALYSIS: Staff recommends accepting the grant and approving the Subrecipient Agreement. The program brings $582,131.61 in State funds to South Gate, trains local young adults for jobs in parks, public works, and environmental fields, and adds labor to maintain the City's growing park system at no General Fund cost.

Program Description

CCLB will place the 36 participants in four career pathways: recycling and sustainability, urban forestry, watershed management, and marine conservation. Work includes litter abatement and recycling, tree planting and pruning, drought-tolerant landscaping, drip irrigation installation, trail and general park maintenance, and operation of the orchard at Urban Orchard Park. Participants can earn certifications such as forklift operation and chainsaw safety. CCLB must report monthly

participant data to the City through the State's America Learns platform, report project results each quarter (trees planted, landscaping completed, park acreage maintained, litter and recycling collected, and residents reached), and survey each participant at exit.

The approved budget meets the State's spending limits. Participant wages are 51.48% of the award (minimum 50%), administration is 9.09% (maximum 10%), administration and direct operating costs together are 28.45% (maximum 30%), and supportive services are 13.30% (maximum 40%).

Contract Terms
The Subrecipient Agreement runs from July 1, 2026, through December 31, 2027, the end of the State grant term. The City Manager may extend it in writing only if California Volunteers extends the State Agreement. The City reimburses only actual, documented costs, up to $576,131.61, within the State's approved budget categories. CCLB must follow every State requirement that applies to its work, and where the two agreements differ, the stricter rule governs.

Before starting work, CCLB must provide general liability insurance of $1,000,000 per occurrence and $2,000,000 aggregate, sexual abuse and molestation coverage of $1,000,000, automobile liability of $500,000, and workers' compensation. CCLB must defend and indemnify both the City and the State, keep records for five years after grant closeout, and allow City and State audits. The City may reduce or end the agreement if State funding is reduced or cancelled, may terminate for cause, and either party may terminate with 30 days' notice.

Because CCLB has worked since July 1, 2026, the agreement now starts on that date. It states that its terms govern the work already performed and that costs from July 1, 2026, forward are reimbursable only if documented under the agreement's invoicing rules. It also requires CCLB's insurance certificates to show that coverage has been in force continuously since July 1, 2026.

Legal Authority and Compliance
The State Agreement binds the City to the grant's reporting, invoicing, branding, record retention, and nondiscrimination terms. It was signed by the Interim Director. Ratification confirms the City's acceptance by Council action and places the State Agreement on the public record. Recommended Action C similarly ratifies the work CCLB performed before the Subrecipient Agreement was signed, so the City has authority to pay for it. Recommended Action e gives the City Manager, or designee, authority to handle routine grant paperwork, so that future administrative documents do not each require a separate Council item.

Alternatives Considered
The Council could decline to ratify the State Agreement or the work performed since July 1, 2026. The City would then need to notify California Volunteers and give up the award, the youth workforce program in South Gate would end, and CCLB would hold an unpaid claim for four months of work performed at the Department's request. Running the program with City staff is not a practical option, because the approved budget, staffing plan, and wage rates are based on CCLB's program and the City does not have staff available to recruit, supervise, and provide case management for 36 participants.

ATTACHMENTS: A. Standard Agreement No. JP2003-Y2526 with the Governor's Office of Service and Community Engagement/California Volunteers
B. Subrecipient Agreement with Conservation Corps of Long Beach

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
JP2003-Y2526	GO-LCI-0650

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Governor's Office of Service and Community Engagement/California Volunteers "hereinafter referred to as State"

CONTRACTOR NAME
City of South Gate, "hereinafter referred to as Grantee"

2. The term of this Agreement is:

START DATE
April 1, 2026

THROUGH END DATE
December 31, 2027

3. The maximum amount of this Agreement is:
$582,131.61 or Five Hundred Eighty-Two Thousand, One Hundred Thirty-One Dollars and 61/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	10
	Exhibit B	Budget Detail	1
	Exhibit C	Budget Payment Provisions	1
+ -	Exhibit D	California Volunteers' Reporting, Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention	4
+ -	Exhibit E*	General Terms and Conditions*	Online

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of South Gate

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
8650 California Ave.	South Gate	CA	90280

PRINTED NAME OF PERSON SIGNING	TITLE
Tina De La Rosa	Interim Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Signed by: Tina De La Rosa 24FE05383604430...	4/1/2026

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
JP2003-Y2526	GO-LCI-0650

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Governor's Office of Service and Community Engagement/California Volunteers			
CONTRACTING AGENCY ADDRESS 1400 10th Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Anthony Chavez	TITLE Chief Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE Co-Signed by: Anthony Chavez [illegible]	DATE SIGNED 4/1/2026		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM, Chapter 4.04 (A)(4)		

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APPLICANT INFORMATION	
Municipality	City of South Gate
Contact	Steve Costley, Director of Parks & Recreation Tina Fiero, Deputy Director of Parks & Recreation **Please Note: Steve Costley is retiring as of 12/31/25 and Tina Fiero will be the Interim Director.*
Email	Scostley@sogate.org tdelarosa@sogate.org
Phone	(323) 563-5494

Incorporated in 1923, the City of South Gate has a rich history tied to the automotive and manufacturing industries, although its economy has shifted towards retail and services in recent decades. South Gate is known as the "Azalea City," and is a vibrant and diverse community located in the heart of Southeast Los Angeles County. Home to nearly 100,000 residents, South Gate is a culturally rich city with strong neighborhood ties, a thriving small-business environment, and a deep sense of community pride. The city offers a blend of residential neighborhoods, parks, and commercial corridors. South Gate is also recognized for its family-friendly events, educational programs, and commitment to enhancing quality of life through recreation, public safety, and community engagement. With its long history, dynamic population, and ongoing revitalization efforts, South Gate continues to be a welcoming and energetic place to live, work, and celebrate community.

South Gate operates under a council-manager government system and engages in various environmental sustainability initiatives. These initiatives largely focus on sustainability and green practices. This includes urban greening projects and improvements to local water conservation and management. South Gate is characterized by its close-knit community, diverse population, and its ongoing adaptation to economic changes while maintaining strong ties to its historical roots.

Section 1: Program Goal

What does your municipality hope to gain from participating in this program? Which strategic goals can this program help your municipality meet? Through this proposed workforce development program, South Gate (City) will continue its successful partnership with the Conservation Corps of Long Beach (CCLB). Currently, the City and CCLB offer youth crew-based and internship opportunities with the City's Parks and Recreation Department, as well as with Public Works. With continued funding through California Volunteers, the City and CCLB will be able to continue implementing a successful employment program for young adults that focuses on projects that address the climate, food insecurity, education, and service to the community. The employment program offers career opportunities to young adults through CCLB, along with hands-on training in park operations and maintenance, urban forestry, orchard horticulture, and water conservation projects.

The overarching goal of our program is to provide career training through youth

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employment and the development of long-term career opportunities. All of this is done to help South Gate's residents address issues relating to climate change, food insecurity, education, and public service.

South Gate faces numerous environmental, social, and economic burdens that impact residents. South Gate is not among the thirteen largest cities in California; the City is roughly 7.4 square miles with a population of nearly 99,000. Located along the 710 Freeway, South Gate is heavily impacted by diesel pollution associated with dense traffic and heavy truck movement. Most of the census tracts within South Gate rank above the 98th percentile for pollution burdens, particularly along the freeway corridor and in industrial areas. These tracts face disproportionate exposure to diesel particulate matter, particulate matter 2.5, toxic releases, and hazardous waste (CalEnviroScreen 4.0). Further, this region is identified as an area of high social vulnerability, indicated by demographic and socioeconomic factors such as poverty, lack of access to transportation, and crowded housing (Agency for Toxic Substances and Disease Registry). These conditions adversely affect communities and exacerbate vulnerability to natural and human-caused disasters due to a lack of resiliency. South Gate has a poverty rate of 13.2% and an unemployment rate of 6.2%, both of which are higher than the national average.

High social, economic, and environmental vulnerability across the City is perpetuated by a lack of access to comprehensive workforce development opportunities, limited middle-class union jobs, lack of government relief support, and consistent divestment in education. Inclusive and accessible education and workforce training are critical to the growth of South Gate's economy and industries. The proposed workforce development program will invest in young people in the City and contribute to the development of a stable, competent, and skilled workforce. By providing opportunities to earn industry-recognized certifications and on-the-job training, in addition to facilitating environmental work projects in historically overburdened communities, the program will holistically address long-standing socioeconomic and environmental challenges.

Section 2: Program Design

Which focus areas will youth be working on? If additional focus areas are being addressed, please describe them and how they align with the municipality's strategic goals. Participating young adults will focus on climate change and climate resiliency, food insecurity, education, and public service. In addition, corpsmembers / fellows will have the opportunity to engage in marine conservation efforts through CCLB's Shore Corps program that will connect the work done previously along the lower Los Angeles River (adjacent to South Gate) to the shores of the Pacific Ocean. Due to the proximity of the Southern California coastline, CCLB is taking advantage of the chance to positively impact marine conservation efforts while simultaneously working to expose young people to marine-related careers and opportunities. CCLB recently purchased its first boat to use with this robust program, thus providing new corpsmembers / fellows with the opportunity to conduct marine conservation in new and educationally rich settings.

Focus areas will be addressed through the following four identified career pathways that are aligned with the four pillars of the program, as well as with the strategic goals of South Gate:
Career Pathway #1: Recycling and Sustainability; Career Pathway #2: Urban Forestry; Career Pathway #3: Watershed Management; and Career Pathway #4: Marine Conservation.

Climate Change and Resiliency: The City is in the process of green space expansion through the improvement of existing parks and the development of new ones. Because of this, the City needs a larger workforce to help operate and maintain the added park acreage. Employed youth will participate in litter abatement and recycling, trail maintenance, urban forestry such as planting trees,

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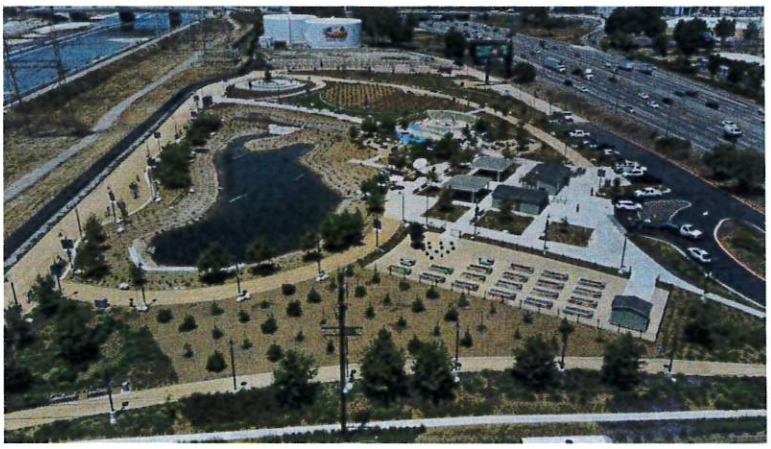
installing drought-tolerant landscaping, installing drip irrigation, and conducting general park maintenance.

Corpsmembers / fellows will support projects and initiatives that improve local climate change resiliency by enhancing local infrastructure for pedestrians and cyclists, promoting greater opportunities for outdoor recreation, improving public health through the reduction of litter and debris, and increasing environmental sustainability. These co-benefits will address current social and environmental burdens in the City, including a lack of access to green space and disproportionate exposure to pollution.





With funding from CalVolunteers in 2025, corpsmembers / fellows contributed to the completion of Urban Orchard Park in South Gate. Urban Orchard Park is a modern, eco-focused community park designed to bring green space, recreation, and environmental education together in the heart of the City. Built on a former industrial site, the park reflects South Gate's commitment to revitalization and sustainability. It features open grassy areas, walking paths, native drought-tolerant landscaping, and shaded seating designed for families and visitors to enjoy outdoor relaxation. The park includes a vibrant children's play area with inclusive structures, fitness equipment for all ages, and spaces intended for community gatherings and small events. Its "urban orchard" theme is reflected in the planting of fruit trees and edible vegetation, offering both aesthetic beauty and educational opportunities around urban agriculture. With its thoughtful design and inviting atmosphere, Urban Orchard Park provides a refreshing, community-centered green space within the urban landscape of South Gate. Additionally, Urban Orchard Park addresses food insecurity as the orchards are made available to the public to address the needs of community members.



With the infrastructure completion of Urban Orchard Park and this being the South Gate hub for CCLB staff and fellows, the resiliency work continues and shifts to expose them to tangible career opportunities in maintaining green infrastructure projects and provide frontline community youth with the skills and expertise to pursue public and private sector-linked internship and job opportunities. Fellows will interface with technical experts in high skill/high value careers (landscape

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architects, botanists, public works staff) that have the potential to lead them to pathways beyond operations and maintenance.

Fellows will receive training of from the local community with expert facilitators and trainers, including stormwater and urban runoff capture features, access to green space, reducing water and air pollution, providing shade and cooling, improving access to nutritious food through maintaining the fruit tree orchard and community garden, climate resilience and strengthening local biodiversity through native habitat and constructed wetland management.

Food Insecurity: The City of South Gate partners with the Trust for Public Land and CCLB to further develop Urban Orchard Park that promotes urban agriculture practices, food waste reduction, and healthy eating. Participants will learn horticulture best management practices to operate and maintain an urban food hub, helping to address the region's food insecurity issues.

In terms of education and service to the community, fellows will engage in ongoing education through career pathway skill development and skill certification. For example, these excerpts from CCLB's career pathway policy provides details on career education that takes place for every corpsmember/fellow:

Career Training Module: Recycling and Sustainability **Objective:** Corpsmembers / fellows will understand the principles involved in the recycling industry and how their actions impact environmental sustainability. **7 Weeks of Training + Work Projects**
Learning Themes
Forklift Operation **(Certification)**
Hazardous Spills
Recycling Collection, Inventory Control and Processing
E-waste Collection, Inventory Control and Processing
Rubber Tire Collection, Inventory Control and Processing
Used Motor Oil Education, California Dock Walker Program and Used Oil Collection
Sustainable and Reused Products
Career Exploration and Labor Market Analysis

Career Training Module: Vegetation and Natural Resource Management **Objective:** Corpsmembers / fellows will understand the principles involved in vegetation and natural resource management. **7 Weeks of Training + Work Projects**
Learning Themes
Introduction to Wildland Fire Chainsaws (S-212) and Power Tools **(Certification)**
Invasive Species
Herbicide Application
Forests, Woodland and Range Resources and Management
Energy and Global Environmental Issues
Wetlands
GPS / GIS Mapping
Career Exploration and Labor Market Analysis

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Career Training Module: Urban Forestry **Objective:** Corpsmembers /fellows will understand the principles of urban greening and community stewardship. **7 Weeks of Training + Work Projects**
Learning Themes
Introduction to Wildland Fire Chainsaws (S-212) and Power Tools **(industry-recognized certification)**
California Naturalist Training **(industry-recognized certification)**
Native Tree Identification and Greenhouse Gases
Field Experience: Arboriculture Education
Tree Care and Tree Planting
Urban Lumber Cultivation and Reuse Field Experience: Urban Forestry Lumber Operations
Inventory and Sorting at the Urban Lumber Yard and Mill
Career Exploration and Labor Market Analysis

In collaboration with The Education Corps, CCLB corpsmembers/fellows who need to earn their high school diploma, and complete CCLB's various work experience and training programs attend school part-time utilizing space at the South Gate facility. In the past, corpsmembers / fellows were transported to The Education Corps co-located classrooms with CCLB in Long Beach. Because of the success of this program and the interest shown by South Gate young adults to participate, The Education Corps allocated staff to provide educational services in South Gate, thus allowing for a more seamless delivery of the program model. The City of South Gate will continue to welcome The Education Corps onsite at the facility provided.

In addition to traditional educational support, participants are also helped by CCLB's support staff who attend to the social-emotional issues these young adults have and provide the individual mentoring, case management and referrals to community resources in South Gate they need to thrive. These resources help fellows address and overcome the various issues that caused them to drop out of high school, not enter or remain in the workforce, and be unable to further their educational and career goals. Once settled and established in the program, support staff then work with fellows on their supportive service needs and long-term career aspirations and help remove the long-term barriers that may get in the way. Career development assistance and training offers fellows guidance on how to effectively develop resumes, conduct job and college searches, embrace and refine interview techniques and even hold mock interviews. CCLB staff provides training for personal and career development such as life skills (interpersonal skills, problem solving), personal development (anger management, conflict resolution), health and wellness (fitness, nutrition), financial literacy (budgeting, credit, bank accounts) and career information and exploration.

Do you plan on sub-granting with CBOs? If so, please name each organization, which portions or program implementation they will be responsible for, any prior experience they have running similar programs, and the process by which you will select CBO partners. The City will subcontract with CCLB for program implementation. A large part of the rationale behind this decision is that in past CalVolunteers grants, all metrics and goals were met. As part of the success of the program, South Gate was able to hire four corpsmembers / fellows as regular Parks Department and Public Works employees. Additionally, the City and CCLB currently have an internship program in place, as well as partners on clean-up efforts, special event recycling, and more. This continued funding opportunity will allow South Gate and CCLB to grow its partnership through a larger, more focused workforce development program that emphasizes environmental

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stewardship.

Founded in 1987, CCLB is a nonprofit organization that supports young adults ages 18–26 as they realize their potential through work, service, conservation, and education. Corpsmembers / fellows come from historically underserved communities of color and face tremendous challenges including lack of access to education resources and workforce development services. CCLB has extensive experience providing supportive engagement, individualized case management, community resource referrals, and comprehensive job training and career development services to thousands of young adults.

CCLB recruits, hires, and trains more than 250 young adults annually. Thousands of disadvantaged, low-income, and formerly incarcerated young adults have completed CCLB's program and achieved success pursuing higher education and careers in conservation, public works, construction, and land management. The success of the program can be seen in CCLB's sheer rate of completion, steady growth in program capacity, and measurable impact of work projects. Corpsmembers / fellows have reduced fire fuel loads across Southern California, enhanced hundreds of thousands of miles of trail systems, and aided in disaster relief across the country. Notably, CCLB is one of only 14 certified local conservation corps in California, designated by a rigorous certification process administered by the California Conservation Corps. CCLB has received national acclaim for program excellence and is active statewide and nationally on workforce and conservation issues.

Further, CCLB has implemented workforce development programs in South Gate with previous funding from the California Volunteers Youth Service Corps Program. Together, CCLB and the City of South Gate implemented a workforce development and internship program through which corpsmembers / fellows have contributed to litter abatement, recycling, park development and maintenance, urban forestry, and environmental stewardship projects throughout the City. Funding from California Volunteers will allow CCLB to expand this successful employment program, building a focused workforce development program to create a pipeline for lasting employment in the region.

What activities will youth be working on? Please include brief descriptions of each job activity youth will be undertaking. For each job activity, please include the target number of participants, length of term and total number of hours, and any partners or subgrantees that will be involved in managing that opportunity. Corpsmembers / fellows will work on various projects that focus on park operations and maintenance, urban forestry, watershed management, and beautification. CCLB will be the subgrantee to provide this training for 36 individuals as described below. Of important note is that the same number of participants / timeframe / hours (12 participants, 4 months, 450 hours) will be integrated into each category focused on outreach and community engagement. Each area has its own specific outreach portion that strengthens each program component and has been found to increase the success of the program by creating connections to the community.

- Recycling and Sustainability (12 participants, 4 months, 450 hours): Corpsmembers / fellows will develop practical skills in recycling operations, waste reduction strategies, and sustainable resource management. Training will include collecting, sorting, and processing recyclable materials; operating recycling equipment; and understanding the lifecycle of materials. Participants will also support community education efforts by assisting with outreach events, promoting proper recycling practices, and engaging residents in sustainability initiatives. Additional hands-on experience may include conducting waste

audits, supporting organics and composting programs, and implementing zero-waste practices at community events and facilities. Through this work, corpsmembers / fellows build a strong foundation in environmental stewardship while supporting the City's broader sustainability goals.
    - **Career Pathways:** Recycling Technician, Sustainability Coordinator, Solid Waste Operations Worker, Environmental Services Assistant, Zero-Waste Program Technician.
- Urban Forestry (12 participants, 4 months, 450 hours): Corpsmembers / fellows will gain hands-on experience in essential urban forestry practices that support the health, safety, and sustainability of community green spaces. Training will include planting, pruning, and maintaining trees; identifying tree species and assessing tree health; performing hazard reduction trimming; and learning proper techniques for soil care, mulching, and watering. Participants will also assist with tree inventory projects, data collection, and mapping to support long-term urban forest management. Additional field activities may involve removing invasive species, supporting canopy restoration efforts, and engaging residents through tree-planting events and community education. Through this practical skill-building, corpsmembers / fellows develop a strong foundation in arboriculture and urban ecosystem stewardship.
    - **Career Pathways:** Urban Forestry Technician, Arborist Assistant, Tree Trimmer / Groundworker, Parks Maintenance Worker, Environmental Restoration Technician
- Watershed and Marine Conservation - Shore Corps Program and Watershed Management (12 participants, 4 months, 450 hours): Due to the proximity of the Southern California coastline, CCLB is taking advantage of the chance to positively impact marine conservation efforts while simultaneously working to expose young people to marine-related careers and opportunities.
    - **Career Pathways:** Marine Biology, Environmental Science, Oceanography, Wildlife Management

  Additionally, corpsmembers / fellows will develop skills that will focus on environmental stewardship along the lower portion of the Los Angeles River, providing education, interpretation, and restoration opportunities for youth to get involved.
    - **Career Pathways:** Native Landscape Maintenance, Natural Lands Interpreter, Stormwater Technician

What is the proposed start date for programming that will use this funding? Assuming a contract agreement date in August 2026, project activities and youth onboarding will begin in September 2026 and take place from September 2026–August 2027 (12 months). All 36 participants will enter and complete the program between September 1, 2026–August 31, 2027.

Are you planning on using this funding for a summer employment program? No.

Section 3: Youth Recruitment/Development

How does the municipality plan to recruit youth? Which partners will you be leveraging for recruitment, where and how will you advertise opportunities? The City works with and supports CCLB's recruitment efforts. Recruitment is specific to South Gate to direct the benefits of California Volunteers towards young people striving to excel in the City. Interested youth can visit CCLB's website to gain more information and submit an online application. Applications are accepted on a rolling basis with interviews and orientations regularly scheduled. Recruitment is done in the following manners:

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- Form and maintain relationships with organizations that serve this population. Such organizations include the justice system including probation and the courts, the Department of Public Social Services, the Department of Child and Family Services and other agencies serving the same target population either directly or via a familial structure.
- Attend community events / festivals / fairs targeted at the same population. Staff booths to distribute information, engage with attendees and provide information on how to become a part of the organization.
- Create and share social media that reflects the target population and speaks to "Gen Z." Additionally, social media channels used by the target population are used more frequently than others (e.g., TikTok vs. Facebook). Share when algorithms show the highest engagement by age group (e.g., posting at approximately 10 a.m. for maximum engagement).
- Provide information to adults who care for or parent the target population with the intent that the information will be shared with a young person.
- Create and distribute culturally and linguistically relevant outreach materials.
- Conduct orientation both virtually AND in-person to address potential issues related to transportation, connectivity, childcare and more.
- Ensure that Corpsmembers / fellows are wearing the proper uniforms that are branded so when individuals see them in their neighborhoods and communities, they can better understand who the organization is, what it does and see young adults that resemble themselves – thus creating more trust, safety, and interest.

What type of wrap-around services, if any, is the municipality or subgrantee planning to offer youth? Please indicate how these services will be delivered and tracked. CCLB offers a variety of wraparound services to all corpsmembers, with an asset-based focus that operates on the principle of "meeting young people where they are." Recognizing that no two corpsmembers face the same challenges, corpsmembers are individually case managed and provided with resources needed to move beyond the systemic and racial inequities that exist in their communities. CCLB's Corpsmember Development staff are responsible for facilitating job placement, providing mental health services and substance abuse support, conducting system navigation services, and providing linkages to legal services and medical care. Staff are responsible for assessing participant skill levels, abilities, gaps, and supportive service needs; developing individual employment plans; providing job training and career planning; assisting with resume development; training on the principles of financial literacy; and providing related services to remove barriers to long-term success.

CCLB staff have decades of experience delivering individualized case management, career counseling, and safety-net services to marginalized individuals. CCLB's facilitates workshops on interpersonal skills, problem solving, anger management, conflict resolution, health and wellness, financial literacy, and career exploration. Career development assistance and training guide resume development relevant to current application systems (e.g., resumes are AI-friendly), support job and college searches, and refine interview techniques. CCLB's Training Coordinator and Specialist work with corpsmembers who have been impacted by various socioeconomic challenges, Job Developers support the job transition by leveraging multifaceted training, Employment Coaches teach soft skills to ensure a successful transition into unsubsidized employment, and Case Managers and Social Workers support other system navigation needs. CCLB cultivates personal and professional development to foster soft and hard job skills and lay the foundation for careers in municipal public works, park services, arboriculture, solar, firefighting, conservation, and a myriad of other green jobs. Critically, CCLB partners with community organizations, environmental conservancies, and educational institutions to facilitate effective and lasting personal and career development alongside educators, subject matter experts, and technicians, directly connecting corpsmembers to opportunities in their fields of interest. Once a participant finishes the program, they will continue to have access to

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leadership development and supportive service activities, direct employment support, and additional support for different jobs.

A signature feature of CCLB is that through intentional fundraising, the agency provides anywhere from $25,000-$40,000 in scholarships annually to meet the needs of post-secondary education or work-related expenses. The application process opens annually in March and funds are awarded in April. Several Board members and staff comprise a Scholarship Committee where applications are reviewed, and decisions are made based on the amount of funding available. In all instances, the Committee attempts to provide some level of support to each eligible applicant to create inclusivity and equity. Availability of scholarships is made known through internal emails, posts in "Band," an app CCLB uses to communicate with Corpsmembers / fellows, flyers posted at each facility, word of mouth by supervisors and through social media. Alumni are alerted through letters mailed, through employer partners, during post-program meetings, and especially through social media.

CCLB uses a cloud-based data tracking system, CorpsNet, to document and track all activities. The system provides data on each participant, as well as provides aggregate reports for individual programs like CalVolunteers. Data tracked includes both quantitative and qualitative information that is used to not only ensure services are being provided to each participant, but also to provide funder report information / metrics, as well as to inform program delivery and decisions.

What wage will youth be paid? What length of time and how many hours do you anticipate the youth serving? Program participants with little to no experience will be paid an average of $18.50 per hour. This includes opportunities for advancement (e.g., promoting to a crew leader position, completing certificated training component) with training completion. CCLB will provide 36 participants with 450 hours of training with the opportunity, in addition to at least 80 hours of wrap-around services per individual. Corpsmembers / fellows typically participate for a one-year commitment, during which they are employed full-time (40 hours per week).

Section 4: Metrics/Outcomes

Can the municipality provide the required metrics listed above to California Volunteers? When reporting on a monthly, quarterly, and annual basis, the City will provide the required metrics as listed in the grant guidelines, including the number of applications submitted for the program, number of open positions, number of program participants, number of participants serving in each focus area, number of participants actively serving, number of participants completing the program, total program hours served, number of low-income participants, number of justice-involved participants, number of participants transitioning from foster care, number of participants engaging with the mental health or substance abuse system, and number of homeless or formerly homeless participants.

CCLB maintains comprehensive data collection mechanisms to capture quantitative and qualitative data on each corpsmember. Upon entry into the program, CCLB collects intake data such as demographics, age, and work history. CCLB documents as corpsmembers complete classes, achieve certifications, and apply for jobs. Staff use a customized database to input and store data, along with case files that capture achievements and certifications. CCLB will implement surveys to evaluate career interests, familiarity with relevant skills and topics covered during the training, training satisfaction, and overall program feedback. The City will leverage CCLB's existing data collection mechanisms to track and report on all required metrics.

Are there other metrics you will be collecting to determine the success of the program? If so, please indicate which metrics. Yes. In addition to providing all of the required metrics outlined in the solicitation, the City and CCLB will collect project-specific metrics such as the quantity of trees

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planted, square footage landscaped, acreage of parks and trails maintained, pounds of litter abated, pounds of recycling collected, community members engaged, and similar outcomes.

Section 5: Budget/Staffing/Communications

What is your proposed staffing plan for the program? Please include municipality staff and subgrantees, if any, and briefly describe their role in program execution. As South Gate's subgrantee, CCLB's various department staff will work together to recruit, train, and provide employment-related services to program participants. CCLB will provide through matched funding, project management to lead the program team consisting of a dedicated supervisor who will utilize a crew-size vehicle to transport youth to work project sites in South Gate. The City of South Gate, Interim Director of Parks and Recreation, will provide overall program management and ensure compliance with grant requirements and reporting. Additionally, CCLB will provide social services through case management and counseling staff. All staffing positions will be at .5 FTE or higher.

What amount of funding is your municipality requesting? How many youths will be able to participate in the program with this amount of funding? The City of South Gate is requesting $582,131.61 to continue the implementation of this program for 36 fellows.

Does your City commit to using California Volunteers developed branding and orientation for this program and participating in California Volunteers-organized events, training, and activities as requested? Yes

Exhibit B - Budget Detail

Youth Service Corps Budget Template	
Applicant:	City of South Gate
Contact information:	Scostley@sogate.org and tdelarosa@sogate.org *Steve Costley retiring as of 12/31/25, Tina Fiero will be Interim Director.

I - A. Administration *(Must not exceed 10% of total award)*

Items	Description	Calculation	Total Budget	% Allocation Cross Check
Administrative Costs	CCLB Administrative Costs	10% of expenses	$ 52,921.06	
Total			***$ 52,921.06***	9.09%

I - B. Direct Operating Costs *(Must not exceed 30% of Total Award when combined with Section I-A. Administration)*

Items	Description	Calculation	Total Budget	% Allocation Cross Check
Fellows Supervision	Dedicated Supervisor / Coordinator	2080 hours x $40 per hour	$ 83,200.00	
Youth Program Transport	Program Vans and Trucks	$100 per day x 235 days	$ 23,500.00	
City Program Management	City of South Gate Management	$500 per month x 12 months	$ 6,000.00	
Total			**$ 112,700.00**	28.45%

II. Youth Service Corps Fellow Wages *(Must be at least 50% of grant amount)*

# Requested	Hourly Salary	# of Hours	Total Budget	% Allocation Cross Check
Career Pathway #1: Recycling & Sustainability (9)	$ 18.50	450	$ 74,925.00	
Career Pathway #2: Urban Forestry (9)	$ 18.50	450	$ 74,925.00	
Career Pathway #3: Watershed Management (9)	$ 18.50	450	$ 74,925.00	
Career Pathway #4: Marine Conservation (9)	$ 18.50	450	$ 74,925.00	
36.00			***$ 299,700.00***	51.48%

III. CaliforniansForAll Youth Workforce Fellows - Other Fellow Costs

Items	Description	Calculation	Total Budget
FICA for Fellows		Total Wages x 0.0765	$ 22,927.05
Worker's Compensation		Total Wages x 0.025	$ 7,492.50
Health Care		Total Wages x 0.03	$ 8,991.00
Total			***$ 39,410.55***

IV. Program Wrap-Around Services *(Not to Exceed 40% of Total Award)*

Items	Description	Calculation	Total Budget	% Allocation Cross Check
Case Management	Social services	$40/hour (20 hours per fellow)	$ 28,800.00	
Supplies	Uniforms, Safety Gear, Personal Protective Equipment (PPE)	$200 per participant	$ 7,200.00	
Fellow Basic Needs	Bus/Train pass, clothing, hygeine/household items	$50 per fellow	$ 1,800.00	
Counseling & Support Services	Mental health, barrier removal support	$55/hour (20 hours per fellow)	$ 39,600.00	
Total			***$ 77,400.00***	13.30%

Total Budget Request	$	**582,131.61**
Total # of Fellows		**36**

List of Partners		
Partner	**Status (Proposed or Secured)**	**Contractual Amount**
Conservation Corps of Long Beach	Secured	$ 576,131.61
Total		**$ 576,131.61**

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EXHIBIT C
Budget Payment Provisions

California Volunteers,
Youth Service Corps
City of South Gate

BUDGET PAYMENT PROVISIONS

1. Invoicing and Payment
   a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   b) Invoices shall include the Agreement Number and shall be submitted via PDF to Gaolou.Yang@californiavolunteers.ca.gov.

2. Budget Contingency Clause
   a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

   b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

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Exhibit D
California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention

Youth Service Corps Program

All Youth Service Corps Program grantees will be responsible for providing periodic and timely reports on outcomes and outputs associated with the funding received from this program.

Reporting Metrics

Municipalities will be required to report the following metrics and demographic data monthly to California Volunteers through the cloud-based platform America Learns or in any other format or method specified by California Volunteers.

- Number of applications submitted for the program – (aggregated per municipality in monthly report)
- Number of open positions in the program – (aggregated per municipality in monthly report)
- Number participants in the program – (aggregated per municipality in monthly report)
- Number of participants serving in each identified focus area: Climate, Food Insecurity, Education, Public Service, and Other – (aggregated per municipality in monthly report)
- Number of participants actively serving as of the last day of the reporting period - (aggregated per municipality in monthly report)
- Number of participants in a summer specific program, if applicable – (aggregated per municipality in monthly report)
- Number of participants completing the program and/or exiting early for compelling or non-compelling reasons – (aggregated per municipality in monthly report)
- Total program hours served during the month of reporting – (aggregated per municipality in monthly report)
- Number of participants who identified as low-income – (aggregated per municipality in monthly report)
- Number of participants who identified as justice-involved – (aggregated per municipality in monthly report)
- Number of participants who identified as in or transitioning from foster care – (aggregated per municipality in monthly report)

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Exhibit D
California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention

- Number of participants who identified as engaged with the mental health or substance abuse system – (aggregated per municipality in monthly report)
- Number of participants who identify as homeless or formerly homeless – (aggregated per municipality in monthly report)
- Other metrics as determined by California Volunteers

Municipalities will be required to conduct a California Volunteers-developed baseline exit survey with participants within 14 days of planned program exit (while still in service) and provide requested information in a format and method to be specified by California Volunteers.

Additionally, municipalities agree to make participant contact information available to California Volunteers as requested to use in program communications including, but not limited to:

- Name
- Zip code
- Phone number
- Email address
- Program completion status
- Other relevant information/data/stories

Reporting Deadlines:

Report	Reporting Period	Reports Due
Program	Monthly	The last day of the following month.
Narrative	Quarterly	The last day of the third month of the quarter,
Member	Ongoing	As members are onboarded and exited
Host Site	Ongoing	As host sites are onboarded and exited
Survey	Ongoing	As members exit program

LCI - Public

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Exhibit D
California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention

California Volunteers will update this reporting timeline with additional reporting periods, upon receipt of updated reporting timelines established by the California Department of Finance. Reporting metrics may be updated, depending on updated guidance from the California Department of Finance.

Reporting Process:

Municipalities will be required to report the following metrics and demographic data monthly to California Volunteers through the cloud-based platform America Learns or in any other format or method specified by California Volunteers.

Invoicing:

This grant is a cost-reimbursement grant. As such, grantees will be required to submit periodic and timely invoices to California Volunteers for expenses already incurred for processing and payment. Grantees have the discretion to invoice monthly or quarterly.

Invoicing Deadlines:

Grantees have the discretion to invoice monthly or quarterly. If monthly, invoices should be submitted by the 15th of the following month. If quarterly, invoices should be submitted no later than the due date identified in the reporting deadlines above.

Service Events and/or Member Convenings:

Municipalities agree to incorporate California Volunteers' materials into the onboarding and offboarding process and commit to having participants join at least one California Service Corps convening annually, as requested by California Volunteers.

Programmatic and Fiscal Document Retention

In line with State requirements regarding record retention, grantees are required to maintain all documentation, programmatic and fiscal, pertaining to this contract for a period of five years after the close out the contract and the payment of the final invoice. The grantee is required to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and hold

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Exhibit D
California Volunteers - Reporting (Metrics, Deadlines and Process), Invoicing, Service Events and/or Member Convenings, Programmatic and Fiscal Document Retention

them available for audit and inspection by the State for the five years following the close out of the contract and payment of the final invoice. These retention requirements pertain to all contracts associated with this program, regardless of funding source.

SUBRECIPIENT AGREEMENT
WITH THE CONSERVATION CORPS OF LONG BEACH

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is made and entered as of _____, 2026, by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and CONSERVATION CORPS OF LONG BEACH, a California nonprofit public benefit corporation ("Subrecipient").

RECITALS:

WHEREAS, Subrecipient is a tax-exempt public charity whose mission is to raise self-esteem, develop basic work skills, work ethics, education and promote teamwork for at-risk youth through a combination of work, conservation, and education programs; and

WHEREAS, Subrecipient has provided job training, on-the-job training, and environmental education to youth through various conservation and improvement projects for more than thirty years on projects for local cities, county agencies, and nonprofit organizations in the greater Long Beach area, including for the City of South Gate that currently offers youth part-time internship opportunities with the City's Parks and Recreation Department; and

WHEREAS, the City was awarded the sum of $582,131.61 by the Governor's Office of Service and Community Engagement/California Volunteers ("California Volunteers") under its Youth Service Corps Program, pursuant to Standard Agreement No. JP2003-Y2526 (the "State Agreement"), and seeks to expand its partnership with Subrecipient by continuing a long-term employment program for young adults, focusing on climate change and resiliency, food insecurity, education, and public service, that will offer job opportunities to youth, while providing hands-on training in recycling and sustainability, urban forestry, and watershed and marine conservation.

AGREEMENT:

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

1. **Project**. The City hereby engages Subrecipient to implement and provide youth employment opportunities for thirty-six (36) young adults enrolled in Subrecipient's program ("Participants") with a focus on recycling and sustainability, urban forestry, and watershed and marine conservation, in support of the program focus areas of climate change and resiliency, food insecurity, education, and public service, as follows (collectively, the "Project"):

A. Recycling and Sustainability: Participants will develop practical skills in recycling operations, waste reduction, and sustainable resource management, including collecting, sorting, and processing recyclable materials and operating recycling equipment. Participants will also support community education by assisting with outreach events, promoting proper recycling practices, and engaging residents in sustainability initiatives, and may conduct waste audits, support organics and composting programs, and implement zero-waste practices at community events and facilities.

B. Urban Forestry: Participants will plant, prune, and maintain trees; identify tree species and assess tree health; perform hazard reduction trimming; and apply proper techniques for soil care, mulching, and watering. Participants will also assist with tree inventory,

data collection, and mapping, and may remove invasive species, support canopy restoration, and engage residents through tree-planting events and community education.

C. Watershed and Marine Conservation: Participants will participate in marine conservation activities through Subrecipient's Shore Corps program and in environmental stewardship along the lower portion of the Los Angeles River, providing education, interpretation, and restoration opportunities.

D. Park Operations and Food Security: Participants will perform litter abatement and recycling, trail maintenance, tree planting, drought-tolerant landscaping, drip irrigation installation, and general park maintenance, including the operation and maintenance of Urban Orchard Park, which the City develops in partnership with the Trust for Public Land and Subrecipient to promote urban agriculture and address food insecurity.

E. Training and Supportive Services: Subrecipient will provide each Participant with approximately four hundred fifty (450) hours of paid training at an average wage of $18.50 per hour, and at least eighty (80) hours of wrap-around services, including case management, counseling and support services, career development, and assistance with basic needs.

2. **Term**. The term of this Agreement shall commence at 7:00 a.m. on July 1, 2026 (the "Commencement Date") and shall terminate at 11:59 p.m. on December 31, 2027 (the "Expiration Date"), the end of the term of the State Agreement. The Expiration Date may be extended by the City Manager or his designee in writing to the extent California Volunteers extends the term of the State Agreement. This Agreement does not reimburse any expenditure incurred by Subrecipient prior to the Commencement Date and does not reimburse any expenditure made after the Expiration Date without the City Manager's written authorization to extend the term.

3. **Budget**.

A. The City shall reimburse Subrecipient for the reasonable and verifiable costs actually incurred in the performance of the Project under this Agreement, not to exceed a maximum reimbursement of $576,131.61. Subrecipient shall not submit any request for reimbursement to the City nor shall the City reimburse Subrecipient for costs for which Subrecipient is reimbursed from a source other than the funds allocated for work under this Agreement.

B. Funds allocated pursuant to this Agreement shall be used exclusively for costs incurred by Subrecipient in the performance of the Project under this Agreement. No funds paid by the City to Subrecipient under this Agreement shall be used as security or to guarantee payments for any non-Project obligations, nor as loans for non-Project activities.

C. Subrecipient's costs shall be consistent with the budget categories, rates, and allocation limits set forth in the Budget Detail (Exhibit B to the State Agreement), excluding the line item for City Program Management. Subrecipient shall not exceed the amounts set forth therein for any budget category without the prior written approval of the City and, where required by California Volunteers, an amendment to the State Agreement.

4. **Orientation**. The City and Subrecipient shall jointly hold orientation meetings from time to time, initially with Subrecipient personnel at the commencement of the Project to explain

the technical aspects, safety considerations, and any other aspects necessary for successful execution of the Project, and then later as appropriate and required.

5. **Work to be Performed**. Subrecipient shall implement the Project described in this Agreement fully in accordance with the terms of the State Agreement, including the City's application for funds to carry out the Project (Exhibit A to the State Agreement), the Budget Detail (Exhibit B), the Budget Payment Provisions (Exhibit C), the California Volunteers reporting, invoicing, service event, and document retention requirements (Exhibit D), and the General Terms and Conditions incorporated as Exhibit E, each of which is incorporated herein by this reference. Subrecipient shall also undertake and assume the same obligations to the City that the City has undertaken to California Volunteers under the State Agreement, to the extent such obligations relate to the Project work performed by Subrecipient. The City has provided Subrecipient with a copy of the State Agreement. In the event of any conflict between this Agreement and the State Agreement with respect to Subrecipient's obligations, the more stringent requirement shall govern.

6. **Project Commencement**.

A. Prior to commencing work at any Project site, the City and Subrecipient shall determine, through the Director of Parks and Recreation, which of the following permits, plans and specifications shall be the responsibility of City and which shall be the responsibility of Subrecipient: approvals and permits required by any other state, federal, or local agency which may be necessary to commence construction or operation of the Project, adequate plans and specifications, sufficient funds, materials, supplies, equipment, adequate technical supervision, and any special labor requirements to complete the Project.

7. **Program Coordination**.

A. The City Manager or designee (Director of Parks and Recreation) shall coordinate the Project with Subrecipient and shall render overall supervision of the progress and performance of this Agreement by the City.

B. Subrecipient's Executive Director shall have overall responsibility for performance of this Agreement and for coordinating with the City. If the Executive Director is replaced during the term of this Agreement, Subrecipient shall notify the City immediately of such occurrence. The Executive Director and Subrecipient staff will fully cooperate with the City relating to the Project, areas of concern, and the impact of the Project on residents of the City.

8. **Permission Granted**. Subrecipient, its contractors, officers, agents, and subcontractors shall have permission to enter upon the City parks, facilities, and other City-owned real property designated by the Director of Parks and Recreation for the purpose of performing the Project. The permission granted by this Section is limited to a reasonable area around the Project site and ingress and egress thereto and is limited to the term of this Agreement.

9. **Payment of Costs**.

A. The Project shall be undertaken at Subrecipient's sole cost and expense on a reimbursement basis, except where City materials and supplies are to be used as agreed by the parties and except where the parties have agreed in writing to other payment arrangements.

B. Subrecipient acknowledges and agrees that if the actual cost of the Project exceeds the maximum reimbursement set forth in Section 3(A), the City is not responsible for the difference and shall not reimburse Subrecipient for any additional costs incurred, unless those additional costs are due to additions or changes to the Project which were requested by the City.

10. **Title to Improvements**. Title to all improvements constructed in whole or in part on lands owned or controlled by the City shall vest in the City upon completion or final inspection of the Project, whichever is sooner.

11. **Emergencies**. Temporary suspension or permanent cessation of the Project may be required due to emergency conditions. Under such circumstances, the City and Subrecipient shall mutually agree on the postponement of the Project and who should bear the costs incurred due to said postponement.

12. **Time and Progress**.

A. Subrecipient shall begin work on the Project in conformity with the provisions set forth herein and shall work with diligence so as to complete the Project within the term of this Agreement and according to the work schedule coordinated with the Director of Parks and Recreation.

B. Subrecipient shall work so that the completed Project shall be comparable to that described in Section 1. Subrecipient and the City shall notify each other and obtain approval from each other prior to any material change in the work schedule.

13. **Use of Premises**.

A. Subrecipient shall confine construction equipment, the storage of materials and equipment, and the operations of workers to each Project site and areas designated by the City and shall not unreasonably encumber same with construction equipment or other materials or equipment.

B. During the work, Subrecipient shall keep each Project site and said areas free from accumulations of waste, rubbish, and debris. Upon completion of the Project, Subrecipient shall remove all waste, rubbish and debris from and about each Project site and said areas as well as all tools, equipment, machinery, and surplus materials, and shall leave the Project site and said areas clean and ready for occupancy by the City. Subrecipient shall restore to original condition all property not designated for alteration by this Agreement.

C. Subrecipient shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Subrecipient subject any part of the Project or adjacent property to stresses or pressures that will endanger them.

14. **Rights of Entry and Inspection**. City, its officials, agents, and employees shall at all times have the right of entry and free access to each Project site and areas designated by the City and right to inspect all work done, labor performed, and materials furnished in and about the Project and to inspect all books, contracts, and records of Subrecipient pertaining to the Project.

15. **Progress Reports**.

A. Subrecipient shall keep the City Manager or designee (Director of Parks and Recreation) informed on all phases of the Project. Without limiting the foregoing, Subrecipient shall prepare and submit to the City the following reports, through the cloud-based platform America Learns or in such other format or method as California Volunteers may specify, each no later than the date the City's corresponding report is due to California Volunteers under Exhibit D to the State Agreement, as follows, or on such other date as California Volunteers may establish and the City communicates to Subrecipient in writing:

Monthly Program Report = the last day of the following month
Quarterly Narrative Report = the last day of the third month of each quarter
Member Report = ongoing, as Participants are onboarded and exited
Host Site Report = ongoing, as host sites are onboarded and exited
Exit Survey = ongoing, as Participants exit the program

B. Each Monthly Program Report shall report the following metrics and demographic data, aggregated for the Project:

(1) number of applications submitted for the program;

(2) number of open positions in the program;

(3) number of Participants in the program;

(4) number of Participants serving in each identified focus area: Climate, Food Insecurity, Education, Public Service, and Other;

(5) number of Participants actively serving as of the last day of the reporting period;

(6) number of Participants in a summer-specific program, if applicable;

(7) number of Participants completing the program and/or exiting early for compelling or non-compelling reasons;

(8) total program hours served during the month;

(9) number of Participants who identified as low-income;

(10) number of Participants who identified as justice-involved;

(11) number of Participants who identified as in or transitioning from foster care;

(12) number of Participants who identified as engaged with the mental health or substance abuse system;

(13) number of Participants who identify as homeless or formerly homeless; and

(14) such other metrics as may be determined by California Volunteers.

C. Subrecipient shall also collect and report to the City, with each Quarterly Narrative Report, the project-specific metrics identified in the City's application, including the

quantity of trees planted, square footage landscaped, acreage of parks and trails maintained, pounds of litter abated, pounds of recycling collected, and number of community members engaged.

D. Subrecipient shall conduct the California Volunteers-developed baseline exit survey with each Participant within fourteen (14) days of the Participant's planned program exit, while the Participant is still in service, and shall provide the requested information in the format and method specified by California Volunteers.

E. Subrecipient shall make Participant contact information available to the City and California Volunteers as requested by California Volunteers for use in program communications, including name, zip code, phone number, email address, program completion status, and other relevant information, data, and stories.

16. **Project Supervision**. Work on the Project shall be under the immediate supervision of Subrecipient's program managers. The City may provide such operation supervision, technical assistance, guidelines and inspection as the City considers necessary to properly complete the Project. Subrecipient expressly warrants that neither Subrecipient nor any of Subrecipient's employees shall represent themselves to be employees or agents of the City.

17. **Signs**. Subrecipient shall not construct, maintain, place, or allow any signs, exhibits, displays, emblems, or logos on any Project site without the prior approval of the City Manager or designee (Director of Parks and Recreation). Subrecipient shall not use the City's logo in the performance of the Project without the prior approval of the City Manager or designee (Director of Parks and Recreation).

18. **Compliance with Laws**. Subrecipient shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations pertaining to the Project, including but not limited to any environmental specifications provided by the City, and shall obtain such permits, licenses, and certificates required by all federal, state and local government authorities.

19. **Insurance**. As a condition precedent to the effectiveness of this Agreement, Subrecipient shall procure and maintain at Subrecipient's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance naming the City of South Gate, its officials, employees, and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of any manner connected to Subrecipient's operations or performance under this Agreement in an amount not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) general aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross-liability protection, independent contractors' liability, abuse or molestation liability, or products and completed operations liability.

(b) Workers' compensation coverage as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars ($1,000,000) per accident or occupational illness.

(c) Commercial automobile liability insurance equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars ($500,000) combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (All Autos).

(d) Sexual Abuse and Molestation Liability Insurance endorsement to the commercial general liability insurance in amounts of not less than One Million Dollars ($1,000,000) per occurrence.

Subrecipient shall deliver to the City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. No "Claims made" policies shall be acceptable. This insurance shall not be deemed to limit Subrecipient's liability relating to performance under this Agreement. The City reserves the right to require complete certified copies of said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the prior written approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

20. **Indemnity**. Subrecipient shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Subrecipient, its officers, employees, agents, or anyone under Subrecipient control (collectively "Indemnitor"); Subrecipient breach of this Agreement; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Subrecipient, Subrecipient shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Subrecipient shall notify the City of any claim within ten (10) days. Likewise, the City shall notify Subrecipient of any claim, shall tender the defense of such claim to Subrecipient, and shall assist Subrecipient, as may be reasonably requested, in such defense. The duties of Subrecipient under this Section shall also extend to the State of California, including California Volunteers, and its officers, agents, and employees, with respect to any Claim arising from the performance of this Agreement by Subrecipient, its officers, employees, agents, contractors, subcontractors, or suppliers, or arising from injury or damage caused by Subrecipient in the performance of this Agreement.

21. **Subrecipient's Representations and Warranties**. Subrecipient represents and warrants: (a) that Subrecipient is a duly organized and validly existing nonprofit public benefit corporation in good standing under the laws of the State of California; (b) that Subrecipient is a tax-exempt public charity under Section 501(c)(3) of the U.S. Internal Revenue Code; (c) that the form, terms and provisions of this Agreement have been approved in all respects by Subrecipient's governing board at a meeting duly noticed and held; (d) that Subrecipient's Executive Director has been duly authorized to execute and deliver this Agreement on behalf of Subrecipient; (e) that Subrecipient's execution, delivery and performance of this Agreement are

not in contravention of any provision of law, or of any agreement, by which Subrecipient is bound; (f) no action or proceeding is now pending or, to the best of Subrecipient's knowledge, is threatened, against Subrecipient, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators; (g) Subrecipient is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of Subrecipient, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (h) all financial statements furnished to City by Subrecipient are true, correct and complete and all other information previously furnished by or on behalf of Subrecipient to City in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (i) no material adverse change in the operations or financial condition of Subrecipient has occurred since the date the City submitted its application to California Volunteers for the Project.

22. **Nondiscrimination**.

A. In connection with performance of this Agreement and subject to applicable rules and regulations, Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. Subrecipient shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. During the performance of this Agreement, Subrecipient and its contractors and subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

C. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by California Volunteers to implement such article.

D. Subrecipient shall permit access by representatives of the California Civil Rights Department (formerly the Department of Fair Employment and Housing) and California Volunteers upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or California Volunteers shall require to ascertain compliance with this Section.

E. Subrecipient and its contractors and subcontractors shall give written notice of their obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.

F. Subrecipient shall include the nondiscrimination and compliance provisions of this Section in all contracts and subcontracts entered into to perform work under this Agreement, and shall require that each such contractor and subcontractor in turn include the nondiscrimination and compliance provisions of this Section in all contracts and subcontracts they enter into to perform such work.

23. **Amendment and Waiver**. This Agreement shall not be amended except in writing signed by the parties which expressly refers to this Agreement. The acceptance of work or the payment of any money by the City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

24. **Governing Law; Venue**. Except where federal law preempts, this Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of law). In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be had in any state or federal court of competent jurisdiction located in Los Angeles County, California.

25. **Integration**. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

26. **Books and Records**.

A. Subrecipient shall maintain ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements for a minimum period of five (5) years after the close out of the State Agreement and the payment of the City's final invoice thereunder, or for any longer period required by law.

B. Subrecipient shall maintain all documents and records, programmatic and fiscal, which demonstrate performance under this Agreement for a minimum period of five (5) years after the close out of the State Agreement and the payment of the City's final invoice thereunder, or for any longer period required by law.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Subrecipient's address shown herein. Subrecipient shall reimburse the City for all costs incurred to investigate and audit Subrecipient's performance of its duties under this Agreement if Subrecipient is subsequently found to have violated the terms of this Agreement. Such reimbursement shall include all direct and indirect expenditures incurred by the City to conduct the investigation or audit. The City may deduct all such costs from any amount due Subrecipient under this Agreement.

D. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Subrecipient, the City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Subrecipient, its representatives, or successors-in-interest.

E. Pursuant to Government Code Section 8546.7 and the General Terms and Conditions incorporated into the State Agreement, California Volunteers, the Department of General Services, the California State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement, and to audit and inspect the books, records, documents, and other evidence pertaining to the reimbursable costs. Subrecipient shall allow such auditors access to such records during normal business hours and shall allow interviews of any employees who might reasonably have information related to such records. Subrecipient shall include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

27. **Independent Contractor**. In performing services hereunder, Subrecipient is and shall act as an independent contractor and not an employee, representative, or agent of the City. Subrecipient shall be free to contract for similar services to be performed for others during the term of this Agreement. Subrecipient acknowledges and agrees that (a) the City will not withhold taxes of any kind from Subrecipient's compensation, (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Subrecipient's behalf, and (c) the City will not provide and Subrecipient is not entitled to any of the usual and customary rights, benefits, or privileges of City employees.

28. **Severability of Provisions**. If any term or condition of this Agreement is found to be invalid, ineffective, void, or unenforceable for any reason whatsoever, all other terms and conditions shall remain in full force and effect.

29. **Unforeseen Delays**. Neither the City nor Subrecipient shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, Act of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstance which is not within its control.

30. **No Religious or Political Activities**. Subrecipient agrees that Subrecipient shall not perform or permit any religious proselytizing or political activities in connection with the performance of the Project under this Agreement. No funds reimbursed by the City to Subrecipient under this Agreement shall be used to promote any religious or political activities.

31. **Mechanic's Lien**. Subrecipient shall keep each Project site free of any mechanic's or materialman's lien. If a mechanic's or materialman's lien is imposed on any Project site, Subrecipient shall: (a) Record a valid release of lien; or (b) Procure and record a lien release bond in accordance with Section 3143 of the California Civil Code issued by a surety authorized to do business in California and providing for payment of any sum recovered by claimant. Any costs in obtaining relief under this Section shall be the sole responsibility of Subrecipient and shall not be reimbursed by the City.

32. **Notice**. Any notice required hereunder or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the following address of each party:

City: City of South Gate
Attn: Director, Department of Parks and Recreation
8650 California Avenue
South Gate, California 90280

Subrecipient: Conservation Corps of Long Beach
340 Nieto Avenue
Long Beach, California 90814
Attention: Executive Director

Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date received (or the date delivery is refused) by the party to whom delivery is made.

33. **Headings**. The various headings and numbers herein and the sequence of provisions hereof are for convenience only, shall not be considered a part hereof, and shall have no bearing on the construction or interpretation hereof.

34. **Assignment**. Subrecipient shall have no right to assign this Agreement or any interest therein without the express prior written approval of the City. Any purported attempt by Subrecipient to assign any performance of the Project under this Agreement shall be null and void and shall constitute a material breach of this Agreement.

35. **Interpretation**. If any questions arise as to the proper interpretation of the terms and specifications or the Project undertaken pursuant to this Agreement, the decision of the City Manager or designee (Director of Parks and Recreation) shall be final.

36. **Suspension and Termination**.

A. The City reserves the right to suspend or terminate this Agreement and payment of costs in whole or in part for cause. "Cause" shall include but not be limited to: (1) Ineffective or improper use of funds; or (2) Failure to comply with any material provision of this Agreement. If the City elects to exercise its right under this Subsection (A), the City shall notify Subrecipient of the City's intent to suspend or terminate the Agreement, specify the reason(s), and furnish a description of corrective action to be taken by Subrecipient if relying on Subsection (A)(2). Subrecipient shall have ten (10) calendar days in which to respond. If Subrecipient does not respond to the satisfaction of the City, the City may, in its sole discretion, continue, suspend, or terminate the Agreement. Notwithstanding the foregoing, any suspension or termination of this Agreement shall not relieve the City of its obligation to defray appropriate costs incurred by Subrecipient prior to said suspension or termination.

B. In addition to the termination remedies described above, either party may terminate the Agreement by giving thirty (30) days prior notice to the other party, specifying the date on which termination shall take effect.

37. **No Third-Party Beneficiary**. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

38. **Conflicts of Interest**. Subrecipient shall furnish to the City, prior to the City's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors, or personal service providers, including subsidiaries and affiliates of Subrecipient. This list should be limited to those subgrantees/subcontractors, vendors, or personal service providers, including subsidiaries and affiliates of Subrecipient, which will receive $10,000 or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term of this Agreement, Subrecipient shall notify the City in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers, subsidiaries, or affiliates of Subrecipient within fifteen (15) days of change.

39. **California Volunteers Program Requirements**. In addition to the other requirements of this Agreement, Subrecipient shall comply with the following requirements of the State Agreement:

A. Invoicing. Subrecipient shall submit invoices to the City for actual expenditures already incurred, monthly no later than the fifteenth (15th) day of the following month, or quarterly no later than the due date of the corresponding Quarterly Narrative Report, as directed by the City, consistent with the invoicing deadlines set forth in Exhibit D to the State Agreement. Each invoice shall reference Agreement No. JP2003-Y2526 and shall itemize actual expenditures by the budget categories set forth in Exhibit B to the State Agreement, together with supporting documentation sufficient to substantiate such expenditures.

B. Branding, Orientation, and Convenings. Subrecipient shall use California Volunteers-developed branding and orientation for the Project; shall incorporate California Volunteers' materials into the onboarding and offboarding of Participants; shall ensure that Participants join at least one California Service Corps convening annually, as requested by California Volunteers; and shall participate in California Volunteers-organized events, training, and activities as requested.

C. Priority Hiring. In accordance with Public Contract Code Section 10353, Subrecipient shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200.

D. Subcontracts. Subrecipient shall include the State audit provisions of Section 26(E) and the nondiscrimination and compliance provisions of Section 22 in any subcontract related to performance of this Agreement.

E. Funding Contingency. The City's obligations under this Agreement are contingent upon the City's receipt of funds from California Volunteers under the State Agreement. If the State Agreement is cancelled, or if funding for the program is reduced or deleted by the Budget Act, the City may terminate this Agreement or reduce the maximum reimbursement under Section 3(A) by written notice to Subrecipient. In such event, the City shall reimburse Subrecipient for allowable costs incurred prior to the effective date of such termination or reduction, to the extent such costs are reimbursable under the State Agreement.

F. Survival. Subrecipient's obligations under Sections 15, 20, 26, and 39, and all other provisions of this Agreement which by their inherent character establish ongoing obligations, shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all of the formalities required by law as of the date first stated herein.

Date: _____, 2026

CONSERVATION CORPS OF LONG BEACH, a California nonprofit public benefit corporation

By: _____

Title: _____

Date: _____, 2026

CITY OF SOUTH GATE, a municipal corporation

By: _____
Joshua Barron, Mayor

ATTEST:

_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT

_____
Raul F. Salinas, City Attorney

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

5:57pm

Item No. 12

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
Originating Department: **Parks & Recreation**

Department Head: tdelarosa
Tina De La Rosa

City Manager: Rob Houston
Rob Houston

SUBJECT: ACCEPTANCE OF A CLEAN CALIFORNIA GRANT FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND APPROVAL OF A SUBRECIPIENT AGREEMENT WITH THE CONSERVATION CORPS OF LONG BEACH FOR THE SOUTH GATE COMMUNITY ACCESS & CLEANUP PROJECT

PURPOSE: The City Council is asked to accept a $199,901.00 Clean California grant from the California Department of Transportation (Caltrans) and to approve an agreement with the Conservation Corps of Long Beach to carry out the grant-funded work. The grant pays young adults to remove litter and graffiti, maintain trails, and lead community cleanup events along public rights-of-way in and around five City parks, while giving them paid job training. The Conservation Corps of Long Beach would be reimbursed up to $194,901.00 from the grant, with no cost to the General Fund.

RECOMMENDED ACTIONS: The City Council will consider:

a. Ratifying the execution by the Director of Parks & Recreation of Restricted Grant Agreement No. 07-CCEP-08 (Project No. CCEP-5257(047)) with the State of California, acting by and through its Department of Transportation, and accepting a Clean California Community Cleanup and Employment Pathway Grant Program award in the amount of $199,901.00 for the South Gate Community Access & Cleanup Project;

b. Approving Subrecipient Agreement with Conservation Corps of Long Beach, a California nonprofit public benefit corporation, to implement the South Gate Community Access & Cleanup Project for a term beginning November 1, 2026 through July 30, 2027, in an amount not to exceed $194,901.00;

c. Appropriating $199,901.00 in Clean California grant revenue to Account No. 261-4699 and $199,901.00 in corresponding expenditures to Account No. 100-460-61-6646 in the General Fund for Fiscal Year 2026-27;

d. Authorizing the City Manager, or the Director of Parks & Recreation as designee, to sign reimbursement requests, progress and closeout reports, and other administrative documents required to carry out the grant, provided they do not increase the grant amount or the Subrecipient Agreement amount; and

e. Authorizing the Mayor or City Manager to execute the Subrecipient Agreement in a form approved by the City Attorney.

SUMMARY: Caltrans awarded the City $199,901.00 under its Clean California Community Cleanup and Employment Pathway (CCEP) Grant Program for the South Gate Community Access & Cleanup Project. The Department of Parks & Recreation will manage the grant, and the Conservation Corps of Long Beach (CCLB), a nonprofit youth workforce organization the City has worked with since the COVID-19 pandemic, will do the field work. CCLB will hire and train about 15 young adults, working in crews of about five, to clean and improve public rights-of-way in and next to Circle Park, South Gate Park, Hollydale Regional Park, Parque Dos Rios, and Urban Orchard Park.

The goals in the City's grant application are to remove at least 5,000 pounds of litter, remove at least 5,000 square feet of graffiti, and reach at least 1,000 residents through cleanup events, nature walks, and anti-litter education. Participants earn wages, job certifications, and career support. Caltrans will reimburse only work performed by July 30, 2027, so the City needs the Subrecipient Agreement in place now to use the full grant.

The Director of Parks & Recreation signed the grant agreement for the City, and Caltrans fully executed it on July 21, 2026. Because the Municipal Code does not give department directors general authority to sign grant agreements, staff is asking the City Council to ratify that signature and formally accept the grant.

FISCAL IMPACT: The grant provides up to $199,901.00 in State funds on a reimbursement basis. Of that amount, up to $194,901.00 will reimburse CCLB under the Subrecipient Agreement, and $5,000.00 is budgeted in the grant for the City's project management time. The grant also requires a $40,000.00 in-kind match. Under the approved grant application and the Subrecipient Agreement, CCLB provides the full match through its own staff time, case management, and office space, so no City cash or City staff time is needed to meet it. The table below shows the full project budget.

The grant funds are not in the Fiscal Year 2026-27 Adopted Budget, so Recommended Action c appropriates the revenue and matching expenditures. Most costs will fall in FY 2026-27, with final invoicing and closeout in FY 2027-28. The City will pay CCLB first and then seek reimbursement from Caltrans, so the City will carry these costs for a short period between payment and reimbursement. Any City staff time beyond the $5,000.00 project management line will be absorbed within the Parks & Recreation budget. There is no ongoing cost and no expected net impact to the General Fund, as long as costs stay within the grant and are documented under Caltrans rules.

Project Component	**Funding Source**	**Amount**
CCLB Subrecipient Agreement (not to exceed)	Caltrans CCEP grant	$194,901.00
City project management	Caltrans CCEP grant	$5,000.00
Total Grant Award		**$199,901.00**
In-kind match (staff, case management, office space)	CCLB	$40,000.00

Project Component	Funding Source	Amount
Total Project Cost		**$239,901.00**

Source: Restricted Grant Agreement No. 07-CCEP-08, Section III, Item 6; approved grant application budget (Attachment E); and Subrecipient Agreement, Section 3.

BACKGROUND: The City and CCLB have worked together for several years. The partnership began during the COVID-19 pandemic, when CCLB crews removed trash and dumped items from City streets and alleys. It continued through construction of three new parks: Hollydale Community Park, Circle Park, and Urban Orchard Park. CCLB also currently offers youth part-time internships with the Department of Parks & Recreation.

In fall 2025, CCLB told the City about the Caltrans CCEP grant program, which funds litter cleanup on local public property while creating paid jobs for people facing barriers to employment. CCLB provided a letter of commitment on October 22, 2025, to serve as the City's workforce partner, and Caltrans District 7 provided a letter of support on January 8, 2026. The City applied under the program, and Caltrans approved the award of $199,901.00.

The Director of Parks & Recreation signed Restricted Grant Agreement No. 07-CCEP-08 (Attachment A) for the City, and Caltrans executed it on July 21, 2026, and issued its Notice to Proceed the same day. Under the grant agreement, reimbursable work must end by July 30, 2027, and the City must submit its final report and invoice to Caltrans by November 30, 2027, when the agreement expires.

ANALYSIS: Accepting the grant and approving the Subrecipient Agreement lets the City use State funds to clean and improve the areas around five City parks with an experienced partner, without using General Fund dollars. The approved grant application names CCLB as the City's workforce partner, and the project was scored and funded on that basis.

Program Description

CCLB crews will remove litter and graffiti, maintain trails and vegetation, improve access points, and install anti-litter and interpretive signs along public rights-of-way in and next to the five parks. CCLB will also hold volunteer cleanup days, nature walks, and education events for residents. Participants receive paid work experience, job skills training, industry certifications, case management, and help moving into school or long-term jobs.

Contract Terms

The Subrecipient Agreement (Attachment B) passes the Caltrans grant requirements down to CCLB so that the City is not left responsible for rules CCLB must follow. Key terms include reimbursement only for actual, documented costs that match the approved grant budget, up to $194,901.00; invoices at least quarterly that include payroll records and proof of the in-kind match; quarterly performance reports timed to the City's reports to Caltrans; and a final invoice and closeout package due by September 30, 2027. CCLB must carry general liability, automobile, workers' compensation, and sexual abuse and molestation insurance, and must defend and indemnify the City and Caltrans. Either party may end the Agreement on 30 days' notice, and the City may end or reduce it if Caltrans funding is reduced or withdrawn.

Alternatives Considered

The City Council could decline the grant. In that case, the City would give up $199,901.00 in State funding, the cleanup and job training work would not take place, and the grant agreement already signed would need to be terminated with Caltrans. Delaying action would shorten the time available to complete reimbursable work before July 30, 2027.

ATTACHMENTS: A. Restricted Grant Agreement No. 07-CCEP-08, Project No. CCEP-5257(047), between the State of California, Department of Transportation, and the City of South Gate

B. Subrecipient Agreement with the Conservation Corps of Long Beach

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the City of South Gate, hereinafter referred to as **AGENCY**, will commence on **April 15, 2026**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **November 30, 2027**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.
3. WHEREAS, the Clean CA Program, through its Clean CA Local Grants Program, is authorized under California Streets and Highways Code Section 91.41 to provide funding and resources to support local projects that advance the program's goals and objectives;
4. WHEREAS, California Streets and Highways Code Section 91.41 provides the legislative authority for the Clean CA Program to advance the following intent and objectives:
    a. Reduce Waste and Beautify Public Spaces: The primary goal of the program is to allocate grants to local and regional public agencies, transit agencies, and tribal governments to reduce waste and debris within public rights-of-way, tribal lands, parks, pathways, transit centers, and other public spaces. The program aims to enhance, rehabilitate, restore, or install measures to beautify and improve these public spaces.
    b. Improve Public Health and Community Placemaking: The program seeks to enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation. By investing in the improvement of these spaces, it aims to create a positive and welcoming environment for the community.
    c. Promote Equity for Underserved Communities: The program places a strong emphasis on advancing equity for underserved communities.
    d. Support Sustainable Practices: The program encourages the implementation of sustainable practices in the beautification and enhancement of public spaces. This includes greening efforts, such as providing shade and reducing the urban heat island effect, as well as using native, low-water plants.
    e. Engage Local Communities: The program promotes community engagement by requiring project proposals to reflect community priorities. It encourages the involvement of local communities in the development and selection of projects to ensure they meet the needs and preferences of the affected population.
    f. Prohibit Displacement of Persons Experiencing Homelessness: The program prohibits

grants from funding projects that displace persons experiencing homelessness. This reflects the intention to address public space improvements without negatively impacting vulnerable populations.

g. Transparent and Efficient Grant Allocation: The program requires the program to issue a call for projects and announce grant awards. The guidelines for allocating grants must include project selection criteria and program evaluation metrics.

5. WHEREAS, the purpose of this RGA is to authorize Caltrans districts to enter into agreements with local agencies to support the development, implementation, and funding of local agencies partnership projects that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;

6. WHEREAS, this RGA establishes a framework for Caltrans districts to provide financial contributions and other assistance to local agencies, fostering effective collaboration and coordination to deliver successful transit partnership projects;

7. WHEREAS, this RGA emphasizes transparency, objective evaluation, and fair allocation of resources, ensuring that projects scoring higher based on established criteria receive prioritization for funding and implementation;

8. WHEREAS, the Clean CA Program facilitates collaboration between Caltrans districts and local agencies to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;

9. WHEREAS, the Clean CA Program, in partnership with Caltrans districts, seeks to enhance local right-of-way areas to address waste management challenges, graffiti mitigation, and public space beautification, thereby contributing to create cleaner, safer, and more equitable public spaces throughout California;

10. WHEREAS, the Clean CA Program, established by the State of California, is a transformative initiative which promotes sustainable transportation alternatives, reducing greenhouse gas emissions, and combatting climate change to improve the overall quality of life for residents and visitors of California;

11. WHEREAS, the Clean CA Program envisions a comprehensive approach to address transportation challenges, enhance transit infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;

12. NOW, THEREFORE, In consideration of the premises and mutual covenants herein contained, the Parties enter into this RGA to advance the purpose and intent of the Clean CA transit initiative, harnessing the legislative authority provided under California Streets and Highways Code Section 91.41, and collaborating on transit partnership projects that contribute to a sustainable, innovative, and well-connected transportation network throughout the State of California.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41 The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Program.
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in **South Gate Community Access & Cleanup,** hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV.**
5. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

   California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2025/26	CAM 0726003231 CCEP-5257(047) 0726000224 V30637 2620 / 0000 $199,901.00
	Local Match/In-Kind	$40,000.00
	Total Project Costs	**$239,901.00**

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Kam Wong	Kam Wong	6/29/2026	$199,901.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

8. Notification of Parties

   a. **AGENCY's** Project Manager for Project is Tina De La Rosa (323) 563-5755.

   b. **CALTRANS'** District Partnership Liaison is Shirin Parsa (213) 503-1765. "District Partnership Liaison" as used herein includes his/her designee.

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

   City of south Gate
   Attention: Tina De La Rosa, Director of Park and Recreation
   Phone Number: (323) 563- 5755
   Email: tdelarosa@sogate.org
   4900 Southern Ave
   City of South Gate, California 20280

   California Department of Transportation, District Partnership Liaison
   District 7 /Clean California
   Attention: Shirin Parsa, Transportation Engineer/Grant Manager
   Phone Number: (213) 503-1765
   Email: shirin.parsa@dot.ca.gov
   100 S. Main St.

Los Angeles, California 90012

9. Period of Performance

   a. Reimbursable work under this RGA shall begin no earlier than on **April 15, 2026**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than **July 30, 2027**. Project closeout and final invoicing to **CALTRANS** must be submitted no later than **November 30, 2027**. Work incurred after **July 30, 2027**, will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after **November 30, 2027**. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through **November 30, 2027** (which, in total, shall not exceed 5% of the grant award).

   b. If requested by the **CALTRANS District Partnership Liaison, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

10. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$199,901.00**.

    b. It is agreed and understood that the Clean CA funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Partnership Liaison** at or below that fund limitation established herein.

12. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

    c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

13. Budget Contingency Clause

    a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do

not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. The certification of FY 2025/26 funds will be contingent upon the passage of the FY 2023/24 Budget. Payment for any work performed that is funded by FY 2023/24 will be delayed if the FY 2023/24 Budget is not signed by June 30, 2023. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

14. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors and sub-recipients, shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY.**

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel

Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS District Partnership Liaison**

g. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS District Partnership Liaison**, as stated in **Section III–Notification of Parties, Item 8c.**

h. Invoices shall include the following information:

1) Names of the **AGENCY** personnel performing work

2) Dates and times of Project Work

3) Locations of Project Work

4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.

5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

i. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

j. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

k. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until **July 30, 2027,** to make final allowable payments to Project contractors or vendors, and **November 30, 2027**, to submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day from RGA Expiration Date will be reverted and will no longer be accessible to reimburse late Project invoices to contractor.

l. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by **November 30, 2027**.

15. Quarterly Progress Reporting

a. AGENCY shall submit written quarterly progress reports to the **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule,

is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

16. Cost Principles

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf

e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above.**

17. Americans with Disabilities Act

By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

18. Iran Contracting Act

AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities

in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless Agency or its contractor(s) is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the Agency or its contractor(s) shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

19. Indemnification

a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

20. Nondiscrimination Clause (2 CCR 11105 Clause b)

a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1,

Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

21. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the

California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

22. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

23. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS District Partnership Liaison** unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS District Partnership Liaison**.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior authorization in writing by the **CALTRANS District Partnership Liaison** shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Item 14(h)(4), above.**

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above.**

24. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.

2) The person's or organization's policy of maintaining a Drug-Free workplace.

3) Any available counseling, rehabilitation, and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free policy statement.

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to

carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify the **CALTRANS District Partnership Liaison** immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

27. CALTRANS' Use of "Before" and "After" Project Photographs

a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
c. Neither the "Before" nor "After" Project photographs shall include the faces of any

individuals.

d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

28. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach

campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork:**

i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS.** This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

29. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s)

for any commercial purpose.

30. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.

b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.

c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS,** in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.

   i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS.** The educational programming does not constitute a standard, specification, or regulation.

   ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.

e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible

infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

31. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS'** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

32. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

33. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if **AGENCY** or its subcontractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** or its subcontractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste

recycling. **AGENCY** shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS District Partnership Liaison**

34. Project Close Out/Closeout Report

    a. **AGENCY** will provide a final close out report to the **CALTRANS District Partnership Liaison** no later than November 30, 2027.

       CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

    b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS District Partnership Liaison.**

    c. Payments shall be forfeit if invoices are submitted after **November 30, 2027.**

35. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

36. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

37. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

38. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

39. Sanctions

    No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in

effect.

Section IV

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attached hereto.

I. Clean CA Community Cleanup and Employment Pathway (CCEP) Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution (N/A)

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

AGENCY NAME
City of South Gate

By:
Tina De La Rosa

Printed Name:
Tina De La Rosa

Title:
Director of Park and Recreation

Date:
7/20/26

CALTRANS DISTRICT PARTNERSHIP LIAISON
CLEAN CALIFORNIA PROGRAM

By:
Shirin Parsa

Printed Name:
Shirin Parsa

Title:
Transportation Engineer/Grant Manager

Date:
07/21/2026

CALIFORNIA DEPARTMENT OF TRANSPORTATION
CLEAN CALIFORNIA PROGRAM

By: Ana Serrano

Printed Name:
Walter Yu

Title:
for Clean California Program Manager

Date:
07/21/2026



Community Cleanup and Employment Pathway Grants

PROGRAM GUIDELINES

Clean CA Program
Summer 2025

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Introduction

The Community Cleanup and Employment Pathway (CCEP) Grant Program is a signature initiative under the Clean California Program, administered by the California Department of Transportation (Caltrans). This grant program is designed to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment.

Through competitive grants, the program provides funding to local agencies (including federally recognized tribal governments) to conduct targeted litter cleanup and graffiti removal activities, complemented by educational and engagement efforts that foster community pride and long-term maintenance. The program places strong emphasis on serving disadvantaged and underserved communities (as identified in Section 4.1 of grant application template) and encourages local commitment through participation in the Clean California Community designation pledge[1].

A core component of this program is the creation of employment pathways through partnerships with workforce development organizations or use of existing employment development departments. These partnerships will connect justice-impacted individuals, those experiencing homelessness, at-risk youth, and others with meaningful job training and paid transitional employment opportunities focused on litter abatement, landscaping, and environmental stewardship.

Program Objectives

- **Litter and Graffiti Abatement:** Support sustained litter cleanup and graffiti removal on local right-of-way.
- **Workforce Development:** Create transitional employment and training opportunities for vulnerable populations either through partnerships with workforce development organizations or use of existing employment development departments.
- **Equity and Inclusion:** Prioritize disadvantaged communities and support pathways to community self-sufficiency.
- **Sustainable Community Engagement:** Promote public education and anti-littering campaigns. Take the online Clean California Community designation pledge to ensure sustainability and long-term impact.

By integrating cleanup, workforce development, and community engagement, the CCEP Grant Program seeks to create cleaner, safer, and more equitable public spaces throughout California.

[1] https://cleanca.com/designation/

Eligible Entities

For the purposes of the CCEP Grant Program, eligible entities will be defined as:

- **Local Governments** – Cities, counties, and special districts responsible for community services and maintenance.
- **Transit Agencies** – Public transportation agencies with jurisdiction over facilities or right-of-way that intersect with cleanup needs.
- **Tribal Governments** – Federally recognized tribes.
- **Joint Applications** – Partnerships among the above entities, including collaborations with community-based organizations, workforce development boards, educational institutions, or local nonprofits, are encouraged and eligible.

Eligible Expenses

Eligible expenses may include, but are not limited to:

- **Staff Time**: Local agency staff time directly related to proposal delivery is eligible. This includes staff time for developing and administering contracts, program management, and coordination with community-based organizations.
- **Travel Costs**: Reasonable and necessary travel costs that are directly related to proposal implementation (e.g., site visits, stakeholder engagement, workforce coordination) are eligible.
- **Materials and Supplies**: Tools, equipment, safety gear, and cleanup supplies needed for community cleanup activities.
- **Workforce Development Costs**: Training, certification, stipends, or wages directly tied to workforce development opportunities for program participants.
- **Public Outreach and Education**: Costs related to promoting cleanup events, workforce opportunities, and community engagement.

Caltrans District Partnerships

The Caltrans districts possess in-depth knowledge of the local context and unique challenges, making them invaluable enablers to support grant applicants in proposal identification, development, and implementation processes. They are encouraged to foster strong partnerships with local agencies to ensure seamless coordination and efficient proposal delivery. By leveraging their expertise and collaborating closely with stakeholders, districts can support local agencies in effectively address challenges related to waste management, graffiti, and aesthetic appeal in urban areas, ultimately beautifying public spaces within their districts.

Proposals

Objectives

The grant proposal is the foundation for securing funding under the CCEP Grant Program. The proposal must demonstrate how the applicant will use grant funding to meet the program's core objectives through locally led, community-driven efforts. Proposals should clearly articulate the public benefit of the proposed activities, particularly in disadvantaged or underserved communities.

Applicants are expected to:

- Identify litter abatement and graffiti removal needs in specific areas of local right-of-way.
- Detail a plan for workforce development, including partnerships with workforce organizations and strategies for engaging vulnerable populations.
- Commit to community engagement strategies and educational outreach that promote long-term cleanliness and civic pride.
- Demonstrate alignment with the Clean California Community designation pledge. The pledge is not required to apply for or receive funding.
- Provide a sustainable approach to maintaining the public space improvements achieved through the grant.

Each proposal must be comprehensive, feasible, and results-driven, ensuring that awarded funding leads to measurable environmental, social, and economic impacts in the applicant's community.

Evaluation Criteria

Applications will be submitted by local agencies to their respective Caltrans district coordinators, then evaluated and scored competitively by the Clean CA Program based on the criteria listed below. Applications that score highest across these categories will be prioritized for funding.

1. Community Need and Impact (15 points)

- Demonstrates a clear need for litter abatement and graffiti removal, including information such as description of the history of the area, prior efforts to address the issues and how this grant will make a difference.

- Identifies underserved or disadvantaged areas where the proposal will be implemented.
- Outlines benefits to public health, safety, environmental quality, and community aesthetics.

2. Workforce Development Strategy (15 points)

- Includes a detailed plan for engaging and employing vulnerable populations.
- Establishes partnerships with workforce development organizations (e.g., BCOE Back 2 Work, Center for Employment Opportunities (CEO), Chrysalis or similar) or leverage existing employment departments.
- Provides evidence of transitional employment (as measured by participants who are able to find long-term employment), training, and pathways to long-term job placement.

3. Community Engagement and Education (15 points)

- Describes plans for community input, public education, and volunteer participation.
- Commits to youth education, anti-littering outreach, or (encouraged but not mandatory) participation in the Clean California Community designation program.

4. Long-Term Sustainability and Maintenance (15 points)

- Outlines a long-term plan to fund the maintenance of cleaned and beautified spaces.
- Includes partnerships, volunteer programs, or recurring community events in alignment with the Clean CA community designation pledge.
- Describes infrastructure or policy measures to prevent future littering.

5. Clean California Community Designation Pledge (10 points)

- Applicant has taken or plans to take the Clean California Community pledge.
- Demonstrates commitment to meeting at least 10 of the 15 designation criteria.

6. Proposal Feasibility and Readiness (10 points)

- Provides a detailed implementation schedule.
- Demonstrates capacity to manage the proposal, including procurement, reporting, and oversight.

7. Matching Funds and Leveraged Resources (10 points)

- Describes how matching funds (cash or in-kind) will support and expand proposal activities.
- Ensures that match contributions are additive and not part of existing baseline cleanup operations.

8. Disadvantaged or Under-served Community (10 points)

Applicants will be required to include supporting documentation (e.g., CalEnviroScreen map outputs, local demographic data, or letters from community organizations) to demonstrate that the proposed project serves a disadvantaged or under-served community. The following criteria will be recognized as indicators of disadvantaged or under-served communities (see grant proposal template for details):

- Median Household Income
- CalEnviroScreen 4.0
- Free or Reduced-Price School Meals
- Healthy Places Index
- Native American Tribal Lands

Application Submissions

- The Clean CA grant program proposal template must be used for submitting the proposal. Ensure that all sections of the template are completed comprehensively and provide sufficient detail to support the evaluation and decision-making process.
- Local agencies, in collaboration with districts, complete the template and submit comprehensive proposals.
- Each proposal submitted for consideration must include a letter of support from the Caltrans district that is submitting the proposal. The letter of support should demonstrate the district's endorsement to the proposal. It will serve as evidence of the district's collaboration and partnership with local agencies, ensuring seamless coordination and efficient proposal delivery. The inclusion of the letter will help validate the proposal's feasibility and foster confidence in the successful implementation of the proposal.

Outreach and Partnership

District-Level Engagement

- Caltrans district staff will serve as on-the-ground liaisons to promote the program locally, identify high-need areas, and encourage eligible applicants to submit proposals.
- District coordinators will collaborate with grant applicants to build partnerships aligned with the program's objectives.

Encouraging Clean California Community Pledges

- As part of the outreach effort, Caltrans will actively promote the Clean California Community designation pledge, encouraging applicants to take the pledge during the grant application process.
- The Clean CA Program to provide technical assistance as needed to help communities understand the benefits of designation and complete the pledge requirements.

Through strategic outreach and strong partnerships, Caltrans will ensure that the grant program reaches a diverse range of communities and delivers equitable opportunities to participate in the Clean California mission.

Selection and Notification

1. **Proposal Review and Evaluation:**
    - Clean CA Program reviews all proposals against qualitative evaluation criteria outlined in the guidelines.
    - Proposals are assessed for alignment with waste management, graffiti mitigation, aesthetics and equity objectives.
2. **Proposal Selection:**
    - Clean CA Program selects proposals based on evaluation results and criteria alignment. High-priority proposals that benefit underserved communities are prioritized.
3. **Proposal Award Notification:**
    - Clean CA Program notifies Caltrans districts of the selected proposals by email. Districts inform the corresponding local agencies about their grant award. Debriefs will be provided upon request to applicants who were not awarded a grant.

Schedule

Milestone	Date
Program Launch & Public Outreach Begins	July 1, 2025
Grant Guidelines Finalized & Published	August 15, 2025
Call for Proposals Opens	September 15, 2025
Proposal Submission Deadline	November 3, 2025
Application Review and Scoring	November–December 2025
Award Notifications Issued	January 15, 2026
Grant Agreements Executed	February–March 2026
Proposal Implementation Period Begins	April 1, 2026
Quarterly Progress Check-In (Reporting Due)	April 2026-April 2027
Proposal Implementation Period Ends	April 1, 2027
Final Reports and Closeout Due	November 1, 2027

Funding Mechanism

The funding mechanism for the CCEP proposals involves a restricted grant agreement (RGA) between the Caltrans district and the grant recipient (local agency, including federally recognized tribe) which is a legal mechanism that outlines the terms and conditions of the financial commitments for the awarded grant funding . It serves as a formal contract that establishes the roles and responsibilities of each party in the CCEP proposal.

The agreement includes the following elements:

- Proposal Scope: The RGA defines the scope of the proposal, detailing the specific improvements and enhancements to be undertaken within the local right-of-way.
- Funding Commitment: It outlines the financial contributions, specifying the amount that Caltrans will provide for the proposal and any in-kind contribution from the grant applicant.
- Timeline and Milestones: The agreement sets forth a clear timeline for proposal development, implementation, and completion, including key milestones to be achieved during each phase.
- Roles and Responsibilities: It outlines the roles and responsibilities of the Caltrans district and the local agency in the proposal's execution, ensuring seamless coordination and cooperation.

- Compliance and Reporting: The RGA may include requirements for compliance with relevant regulations, reporting on proposal progress, and any necessary documentation and record-keeping.

- Dispute Resolution: In the event of any disputes or disagreements, the RGA may outline a mechanism for resolving issues between the Caltrans district and the local agency.

Matching Funds / In-Kind Contributions

The CCEP Grant Program is designed to reduce financial barriers for local agencies, nonprofits, and community-based organizations. As such, no cash match requirement is imposed on applicants. However, applicants are encouraged to identify and document in-kind contributions and other non-state resources that will help maximize the impact of state funds.

Eligible In-Kind Contributions may include:

- Staff time dedicated to project planning, implementation, or coordination.
- Volunteer labor associated with cleanup events, outreach, or community engagement.
- Donated materials or equipment used directly in cleanup or beautification activities.
- Facilities and meeting space contributed for trainings, workforce activities, or project planning.
- Complementary programs or services provided by partner agencies or organizations that directly support grant objectives.

Program Expectations:

- In-kind contributions are not required to apply for or receive funding.
- Applicants who provide in-kind support should quantify contributions where possible (e.g., estimated dollar value of staff time, equipment, or materials).
- In-kind contributions will be considered during proposal evaluation as evidence of community commitment, partnership strength, and project sustainability.
- Documentation of in-kind contributions should be included in the proposal budget narrative at the time of application and reported during proposal implementation.

Funding Disbursement

Grant awards will be issued as reimbursable agreements, not lump sum payments.

- Reimbursable Basis: Grantees will be required to incur and document eligible expenses up front. Caltrans will then reimburse those expenses upon submission of proper invoices and supporting documentation.
- Invoicing: Invoices must include receipts, staff time records, or other documentation demonstrating that expenses are consistent with approved Caltrans Division of Local Assistance guidelines/template (Form LAP 5-A).
- Payment Timeline: Reimbursements will generally be processed within 45 days of receipt of a complete and accurate invoice package.
- Advance Payments: No advance or upfront lump sum disbursements will be provided under this program.

Performance Metrics

To ensure accountability and evaluate success, all grantees are required to track and report on key performance metrics aligned with the program's goals. These metrics will be tracked by grantees on templates provided by Caltrans to help measure the environmental, economic, and social impact of funded activities.

Environmental Impact Metrics

- Volume of litter and debris removed (in cubic yards or pounds with supporting documentation, e.g. weight/dump tickets and before/after photos)
- Square footage of graffiti abated (before/after photos)
- Number of litter cleanup events conducted (event attendance sheets and/or event flyers)
- Number of hard-to-recycle or bulky item collection events held (event attendance sheets and/or event flyers)

Workforce Development Metrics

- Number of individuals employed through workforce programs (with supporting documentation of individuals/crews employed, e.g. payroll logs)

- Hours of paid work experience and job training provided (with supporting documentation of individuals paid and training provided, e.g. payroll logs)
- Demographics of workforce participants (e.g., justice-involved, unhoused, at-risk youth)
- Number and percentage of participants securing long-term employment post-program

Community Engagement Metrics

- Number of community volunteers engaged (attendance sheets)
- Number of public outreach events or education campaigns implemented (event flyers / attendance sheets)
- Clean California Community pledge status and progress toward meeting designation criteria
- Number of community partnerships established (e.g., schools, businesses, nonprofits)

Sustainability and Maintenance Metrics

- Number of anti-litter infrastructure elements installed (e.g., bins, signage with supporting documentation, e.g. before/after photos)
- Planned frequency of cleanup and maintenance activities post-grant implementation
- Plan for ongoing community stewardship and long-term litter prevention practices post-grant implementation

Grantees will submit quarterly progress reports and a final close-out report at the end of the implementation period. These reports will summarize accomplishments, challenges, lessons learned, and include supporting documentation such as photographs, volunteer logs, and workforce data.

Clean CA Roles/Responsibilities

- Program Management: Responsible for overall program management and coordination of CCEP proposals statewide. Ensure that proposals align with the CalSTA objectives on climate action and meet the program's guidelines and priorities.

- Proposal Selection: Select proposals based on factors such as recognizing underserved communities, high litter areas known challenges for waste management, graffiti, and lack of aesthetic appeal in urbanized districts and local agencies which align with CCEP Program objectives.

- Proposal Oversight: Provide oversight and guidance throughout the proposal lifecycle. Review proposals, assess their feasibility and alignment with program objectives, and ensure that the proposals adhere to the guidelines and timelines.

- Technical Assistance: Provide technical assistance to grant applicants and recipients during the proposal planning and implementation phases. Provide expertise and support in areas such as graffiti abatement, employment pathways, litter abatement, beautification, , and climate action.

- Budget Management: Responsible for overseeing the allocation and management of funds for CCEP proposals. Ensure that budgetary requirements are met and that funds are appropriately allocated to prioritize high-visibility proposals with an urgency to be delivered within their respective districts.

- Monitoring and Evaluation: Monitor proposal progress, track milestones, and evaluate the effectiveness of implemented enhancements. Assess the impact of CCEP proposals on improving waste management practices, reducing graffiti, and enhancing the aesthetic appeal of local areas .

- Quarterly Reporting and Documentation: Maintain accurate records of proposal activities, including proposals, RGAs, progress reports, and proposal outcomes. Prepare periodic reports to communicate proposal status, achievements, and challenges to Caltrans leadership.

District Roles

Partnership Identification

- Stakeholder Engagement: Engage with local stakeholders, such as city officials, local agency representatives, community organizations, and advocacy groups, to foster partnerships and collaborations.

Project Management and Oversight

- Project Implementation: Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.

- Communication and Coordination: Maintain regular communication and coordination with partner organizations to address any issues, provide guidance, and track progress.

- Performance Evaluation: Conduct periodic evaluations to assess project performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

Reporting and Documentation

- Progress Updates: Maintain regular communication with the Clean CA Program on project status, achievements, challenges, and any adjustments made to the scope of work or schedule.

- Documentation Retention: Ensure proper documentation of all agreements, communication records, project plans, and reports for record-keeping and future reference.

- Performance Monitoring: Monitor the progress and performance of projects to ensure the allocated funds are being effectively utilized.

- Reporting: Require regular reporting from local/transit agencies on the implementation and outcomes of the funded projects, including progress updates and evaluation results.

- Data Collection: Coordinate with partners to collect relevant project data, metrics, and deliverables.

Invoice Verification (Reimbursement)

- **Ensure Compliance with RGA:** Confirm that submitted invoices align with the terms and conditions outlined in the RGA.

- **Validate Eligible Expenditures:** Review costs to ensure they are allowable under program guidelines, e.g., litter abatement, beautification, and employment pathway activities.

- **Confirm Completion of Work:** Verify that the work claimed in the invoice has been completed as described, including site visits or photographic documentation if required.

- **Check Supporting Documentation:** Ensure that all required backup materials (e.g., receipts, timesheets, contractor invoices) are included and accurate.

- **Monitor Project Progress:** Track milestones and deliverables to confirm that the project is on schedule and consistent with the approved scope.

- **Coordinate with Local Agencies:** Communicate with grantees to resolve discrepancies, request missing documentation, or clarify unclear charges.

- **Approve for Reimbursement**: Once verified, inform the Clean California Program to proceed with payment processing by Caltrans Accounting.

- **Report and Escalate Issues:** Flag any non-compliance, ineligible costs, or incomplete work for further review and potential corrective action.

Project Close-out Verification

- **Review Final Deliverables:** Confirm that all project components were completed as outlined in the original grant scope and agreement.

- **Verify Documentation Accuracy**: Ensure the closeout report includes complete and accurate records, e.g. before/after photos, receipts, payroll logs, and performance metrics.

- **Confirm Use of Funds:** Check that all expenditures align with approved budget categories and Clean CA eligibility requirements.

- **Assess Community Impact**: Evaluate whether the project met its stated goals (e.g., litter reduction, beautification, job creation) and delivered measurable benefits.

Stakeholder Engagement

- Community Outreach: Engage with local communities to provide updates on project progress, gather feedback, and address any concerns or inquiries related to the urbanized transit projects.

- Public Awareness: Promote the projects and their benefits to raise public awareness of their benefits, climate action goals, and improvements in active transportation, micro-mobility, and transit station aesthetics.

Grant Recipient Responsibilities

RGA Development

- Scope of Work: Collaborate with Caltrans district coordinator to define the scope of work for each proposal, including the specific activities, objectives, and desired outcomes.

- Schedule and Milestones: Work with Caltrans district coordinator to establish a comprehensive schedule with realistic milestones to ensure completion of all proposals. The schedule should consider proposal complexity, resource availability, and potential challenges that may arise during implementation.

- Resource Planning: Determine the necessary resources, including funding, personnel, equipment, and materials, required to execute the proposals successfully.

- Legal and Administrative Considerations: Ensure that all RGAs and cooperative agreements comply with Caltrans legal requirements and administrative procedures.

Proposal Management and Oversight

- Proposal Implementation: Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.
- Communication and Coordination: Maintain regular communication and coordination with Caltrans district coordinator to address any issues, provide guidance, and track progress.
- Performance Evaluation: Conduct periodic evaluations to assess proposal performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

Reporting and Documentation

- Progress Updates: Maintain regular communication with the Caltrans district coordinator and Clean CA Program on proposal status, achievements, challenges, and any adjustments made to the scope of work or schedule.
- Documentation Retention: Ensure proper documentation of all agreements, communication records, proposal plans, and reports for record-keeping and future reference.
- Performance Monitoring: Monitor the progress and performance of proposals to ensure the allocated funds are being effectively utilized.
- Quarterly Reporting: Complete quarterly reporting on the implementation and outcomes of the funded proposals, including progress updates and evaluation results.
- Data Collection: Collect relevant proposal data, metrics, and deliverables.

Final Vouchering and Project Close-out

- **Submit Final Documentation:** Provide a comprehensive close-out report detailing completed work, expenditures, and outcomes.
- **Include Proof of Completion:** Attach visual evidence (e.g., before/after photos), final deliverables, and any required certifications to demonstrate project completion.
- **Provide Financial Reconciliation:** Submit a final invoice with itemized costs and supporting documentation to reconcile total grant expenditures.

- **Address Scope and Budget Alignment:** Confirm that all activities and costs align with the approved project scope and budget in the RGA.
- **Respond to Caltrans Requests:** Be prepared to clarify, revise, or supplement the report if requested by Caltrans District Coordinators.
- **Submit Final Voucher Request:** Package the close-out report with the final payment request for review and approval by Caltrans.

Stakeholder Engagement

- Community Outreach: Engage with local communities to provide updates on proposal progress, gather feedback, and address any concerns or inquiries related to the urbanized CCEP proposals.
- Public Awareness: Promote the proposals and their benefits to raise public awareness of their benefits, climate action goals, and improvements in graffiti abatement, employment pathways, litter abatement , and local area aesthetics.

In addition, applicants are encouraged to include:

- **Community education campaigns** that highlight the impacts of litter, encourage behavior change, and promote responsible waste disposal.
- **Engagement strategies** such as school partnerships, volunteer events, and youth training that build long-term stewardship.
- **Collaboration with local businesses** to reduce litter at the source (e.g., convenience stores, fast food outlets, or transit hubs).

Community Cleanup & Employment Pathway Application

Row 8

CALTRANS DISTRICT	7
AGENCY NAME	City of South Gate
AGENCY CONTACT NAME	Tina De La Rosa
CONTACT PHONE NUMBER	323-563-5494
CONTACT EMAIL ADDRESS	tfierro@sogate.org
1.1 PROJECT TITLE	South Gate Community Access and Cleanup Project
1.1.1 PROJECT SUBTITLE	Cleanup of public rights-of-way/spaces Combination of some cleanup activities Community-led litter cleanup activities Employment/workforce training opportunity Local partnerships with local organizations
1.2 PROJECT DESCRIPTION	The City of South Gate and the Conservation Corps of Long Beach (CCLB) will implement workforce development and training activities to prepare young adults from disadvantaged communities to pursue lasting careers in conservation, restoration, and public service. Partnering with CCLB, South Gate will engage CCLB's workforce development program to train and deploy corpsmembers to conduct litter abatement, graffiti removal, trail maintenance, community engagement, and public right-of-way cleanup along local rights-of-way adjacent to public parks throughout the City to increase access and safety. This project will support equity, expand transitional employment and training, and provide pathways to higher education and sustaining careers. Critically, the project team will engage the community in educational and anti-litter campaigns to restore pride and ownership in local stewardship. The City of South Gate and CCLB have been partners for many years, collaborating to provide youth employment development program services and opportunities for public service through meaningful and productive work projects, and CCLB provides training in job skills and environmental education to young people through a program that includes projects in public service, conservation, and construction. CCLB is engaged by the City to complete projects that preserve, maintain, and enhance public facilities and environmentally important lands and waters. Through this partnership, the City and CCLB routinely implement conservation projects throughout the City, the

scopes of which include litter and debris removal, vegetation management, bioswale cleanup, traffic control, and green waste removal. The City and CCLB will implement project activities to enhance community resilience, support litter abatement, create jobs and employment pathways, engage the community, improve regional water quality, and promote long-term sustainability. Project activities will address rights-of-way within and adjacent to parks in South Gate including Circle Park, South Gate Park, Hollydale Regional Park, Parque Dos Rios, and Urban Orchard Park. Corpsmembers will execute all project activities including litter abatement, graffiti removal, trail maintenance, interpretive signage installment, and right-of-way access improvement. Corpsmembers will actively engage residents from South Gate to encourage ownership of local environmental stewardship. By leading educational experiences, nature walks, volunteer opportunities, and citizen science activities, corpsmembers will act as critical stewards and ambassadors for City parks and green spaces. Community outreach will be shaped through continuous public engagement and observation of City parks, trails, and public open spaces. South Gate and CCLB will train and employ fifteen corpsmembers during the project who will serve in crews of five while completing the program, becoming gainfully employed, transitioning to post-secondary education, and more. CCLB will track key project metrics including the number of individuals recruited and trained, number of certifications earned, internship placements, and job placements. Further, CCLB will track litter abatement, recycling, graffiti removal, and community engagement outcomes. Based on the current conditions of the project area and previous projects of similar size and scope, CCLB anticipates that this project will result in the removal of over 5,000 pounds of litter and the removal of over 5,000 square feet of graffiti, in addition to engaging over 1,000 visitors through educational opportunities and stewardship campaigns.

1.3 PURPOSE AND NEED

The purpose of this project is to foster connections between communities, agencies, and resources to promote safe, equitable usage and stewardship of public parks, trails, and open spaces in the City of South Gate to support ecological, social, and recreational opportunities. The proposed project will take place in and adjacent to City parks including South Gate Park, Circle Park, Urban Orchard Park, Parque Dos Rios, and Hollydale Regional Park. By restoring and improving public rights-of-way around City parks and green spaces, South Gate and CCLB will ensure safe, equitable public access and recreation opportunities. The project area directly impacts one of the most polluted and environmentally burdened communities in Los Angeles County. South Gate has a population of approximately 91,000, with a 95 percent Hispanic population and a poverty rate of 13.2 percent. South Gate is characterized by disproportionate exposure to particulate matter 2.5, diesel particulate matter, toxic releases, traffic, and lead,

	in addition to residing in close proximity to groundwater threats and hazardous waste. According to CalEnviroScreen 4.0, most census tracts in the City rank above the 80th percentile for pollution burdens when compared to the rest of the state. Communities in the City face high rates of asthma, low birth weight, and cardiovascular disease, as well as socioeconomic burdens including low educational attainment, linguistic isolation, poverty, and unemployment. CCLB works to eliminate systemic barriers to education and workforce development by offering individualized case management and career development services to its corpsmembers. CCLB serves individuals from the most disadvantaged and under-resourced communities in the greater Los Angeles region: 90 percent of Corpsmembers come from communities of color, and 98 percent are low-income. CCLB conducts targeted, culturally competent, and linguistically relevant recruitment to reach underserved youth, unhoused populations, single parents, former inmates, and individuals without high school diplomas. By providing training wages, financial support, mental health services, housing support, conflict resolution, and life skills training, CCLB empowers corpsmembers from disadvantaged backgrounds to equitably participate in education and job training opportunities. CCLB's curriculum covers essential life skills such as interpersonal communication, problem-solving, conflict resolution, anger management, financial literacy, and wellness. As corpsmembers progress through the program, they will obtain various job training certifications, increasing their employability and industry competence. CCLB provides valuable transition services to smoothly guide corpsmembers from program completion to successful workforce integration or further education. By directly addressing litter, debris, and public spaces in South Gate through a comprehensive workforce development program that addresses the root causes of educational and employment barriers, South Gate and CCLB will improve regional environmental health, park and green space access, safety, access to job training, and pathways to education and gainful employment.
1.4 MAP (Attachment A)	Attached
1.5 COST – Suggested Amount: $50,000 to $200,000	
1.5.1 Cost of Planning / Outreach	$5,000.00
1.5.2 Cost Of Project Implementation – Employment	$139,750.00
1.5.3 Cost Of Project Implementation – Cleanup	$21,900.00

1.5.4 Matching Funds – In-Kind Contribution	$40,000.00
1.5.5 Other (Specify)	$33,250.85
1.5.6 Total Project Cost	$239,900.85
1.5.7 Do you accept partial funding	Yes
1.6 SCHEDULE	12
Planning & Community Engagement Begins	04/01/26
Hiring/Training Program Launch	Yes
Hiring/Training Program Start Date	04/01/26
Cleanup Activities Begin	05/01/26
Project Completion (By April 1, 2027)	04/01/27
Project Close-out (By October 31, 2027)	10/31/27
1.7 KNOWN CONCERNS OR RISKS	No, move to section 2 "EVALUATION CRITERIA ALIGNMENT"
1.7.1 Known environmental concerns or risks	
1.7.2 Known right-of-way concerns or risks	
Environmental Risk Description	
Right-Of-Way Risk Description	
2. EVALUATION CRITERIA ALIGNMENT	Litter Abatement: This project leverages CCLB's long-term relationship and Master Agreement with the City of South Gate, through which CCLB and the City have completed numerous maintenance and restoration projects for several years. This project will allow the continuation and expansion of these efforts at parks across the City including South Gate Park, Circle Park, Urban Orchard Park, Parque Dos Rios, and Hollydale Regional Park. CCLB corpsmembers will conduct litter abatement, landscaping control, trail maintenance, graffiti removal, and other right-of-way improvements. South Gate and CCLB anticipate that the project activities will result in at least 5,000 pounds of litter removed from City parks and public rights-of-way in the project area. Job Creation and Employment

Pathways: Fifteen corpsmembers will receive education and training opportunities through this project, leading to gainful employment in conservation, restoration, and public works. Funding from Caltrans will support skill development, training, and case management services to expose young adults to career opportunities that suit their interests and resolve barriers to unemployment such as transportation, housing, industry-recognized certifications, and equipment. By providing training wages, financial support, mental health services, housing support, conflict resolution, and life skills training, CCLB empowers corpsmembers from disadvantaged backgrounds to equitably participate in education and job training opportunities. CCLB will utilize internal reporting mechanisms to track the total number of individuals served, training provided, hours spent training, number of certifications earned, number of career counseling sessions provided, and number of job placements made.
Community Engagement and Partnership: In addition to the strong partnership proposed between South Gate and CCLB, the project team maintains strong relationships with local, state, and federal partner agencies and organizations. CCLB's Master Agreement with the City of South Gate facilitates collaboration with various municipal departments, through which the City provides public works and conservation projects to be completed by young adults trained and enrolled in CCLB's workforce development program. Additionally, CCLB has extensive experience collaborating with Caltrans and is currently under contract with the Butte County Office of Education to conduct Caltrans maintenance projects. Through this partnership, CCLB corpsmembers have the opportunity to receive Caltrans Maintenance Equipment Training Academy (META) training. Leveraging these ongoing relationships and resources, CCLB will ensure that all participating corpsmembers receive META training prior to conducting project activities. CCLB also partners with regional organizations such as the National Fish and Wildlife Foundation, Trout Unlimited, Healthy Active Streets, and the South Gate Parks and Recreation Department. Corpsmembers will actively participate in community engagement throughout the project. CCLB intends to reach over 1,000 individuals during the one-year project by increasing opportunities for residents and visitors participate in regional park stewardship events and activities. Corpsmembers will host a variety of community events and citizen science initiatives including park cleanups, habitat maintenance, bike rides, nature walks, bird watching, and more.
Sustainability: By engaging the community in anti-litter campaigns and training local young adults, South Gate and CCLB aim to restore pride and ownership in local stewardship of parks and open spaces. Through comprehensive and inclusive community engagement, the project will foster connectivity and a sense of community pride and ownership of public parks and open spaces. South Gate and CCLB will ensure the long-term

	sustainability of the project by cultivating a culture of collaboration among partners, volunteers, and community members.
3. COMMUNITY ENGAGEMENT	The community and stakeholder engagement approach proposed in this project models the successful methods implemented by CCLB through the ongoing River Rangers Program. In 2022, CCLB developed and implemented the River Rangers Program in collaboration with public partners including the Watershed Conservation Authority, Los Angeles County Parks and Recreation, local public works departments, the Los Angeles County Flood Control District, and local health services departments, as well as the municipalities of South Gate, Lynwood, Cudahy, Downey, Paramount, and Bell Gardens. During its inception, the program was deeply shaped through community and stakeholder input to effectively address concerns, risks, and hazards along the LA River and adjacent parks and public spaces. This project leverages the existing River Rangers curriculum and CCLB's relationship with the City of South Gate to apply focused efforts in South Gate parks, trails, and open spaces. Throughout the project, South Gate and CCLB will continue to engage regional organizations and residents to ensure that project activities address the current conditions and needs of the area. The attached Public Engagement Plan describes specific community engagement activities that will take place during the project.
SERVED/HISTORICALLY EXCLUDED COMMUNITIES	
4. UNDERSERVED/HISTORICALLY EXCLUDED COMMUNITIES	Yes
4.1 Basis of historically excluded community	CalEnviroScreen
5. BENEFITS TO UNDERSERVED/HISTORICALLY EXCLUDED	Cleaner, safer streets or public spaces
5. LETTER OF SUPPORT	
6. ATTACHMENTS	A Letter of Commitment from CCLB is attached, in addition to the required attachments.

Clean CA Program Community Cleanup and Employment Pathway (CCEP) Grant Proposal

Prepared by:

Tina De La Rosa — 7/20/26
Tina De La Rosa
Director of Parks and Recreation
City of South Gate Agency
Date

Approval Recommended by:

Shirin Parsa — 07/21/2026
District Clean CA Grant Coordinator
Date

Approved by:
Ana Serrano — 07/21/2026
Clean California Program Manager
Date

Instructions – Attach any applicable documents as follows:

- ***Attachment A:*** *Project / Data Maps*
- ***Attachment B:*** *Public Engagement Plan*
- ***Attachment C:*** *Existing Site Photos*
- ***Attachment D:*** *Letters of Support*
- ***Attachment E:*** *Cost Breakdown & Estimate*
    - *Break down expenses by category (e.g., staff time, equipment, materials, outreach, etc.)*
    - *Briefly explain the purpose of each cost to demonstrate alignment with project goals.*

Clean CA Program – Project Area Maps
City of South Gate
South Gate Community Access and Cleanup Project

Project Location Summary
The City of South Gate and the Conservation Corps of Long Beach (CCLB) will implement workforce development and training activities to prepare young adults from disadvantaged and marginalized communities to pursue lasting careers in conservation, restoration, and public service. South Gate will engage CCLB's workforce development program to train and deploy corpsmembers to conduct litter abatement, graffiti removal, trail maintenance, community engagement, and public right-of-way improvements adjacent to city parks and green spaces.

The City of South Gate maintains a Master Agreement for youth employment development program services, through which the City provides opportunities for public service through meaningful and productive work projects, and CCLB provides training in job skills and environmental education to young people through a program that includes projects in public service, conservation, and construction. CCLB is engaged by the City to complete projects that preserve, maintain, and enhance public facilities and environmentally important lands and waters. Through the Master Agreement, the City and CCLB routinely implement conservation projects throughout the City, the scopes of which include litter and debris removal, vegetation management, bioswale cleanup, traffic control, and green waste removal. Leveraging this Master Agreement, South Gate and CCLB will implement project activities to enhance community resilience, support litter abatement, create jobs and employment pathways, engage the community, improve regional water quality, and promote long-term sustainability.

The project area directly impacts one of the most polluted and environmentally burdened communities in Los Angeles County. South Gate has a population of approximately 91,000, with a 95 percent Hispanic population and a poverty rate of 13.2 percent. South Gate is characterized by disproportionate exposure to particulate matter 2.5, diesel particulate matter, toxic releases, traffic, and lead, in addition to residing in close proximity to groundwater threats and hazardous waste. According to CalEnviroScreen 4.0, most census tracts in the City rank above the 80th percentile for pollution burdens when compared to the rest of the state. Communities in the City face high rates of asthma, low birth weight, and cardiovascular disease, as well as socioeconomic burdens including low educational attainment, linguistic isolation, poverty, and unemployment. Figures 1 and 2, below, show the project location, surrounding infrastructure, and socioenvironmental burdens.

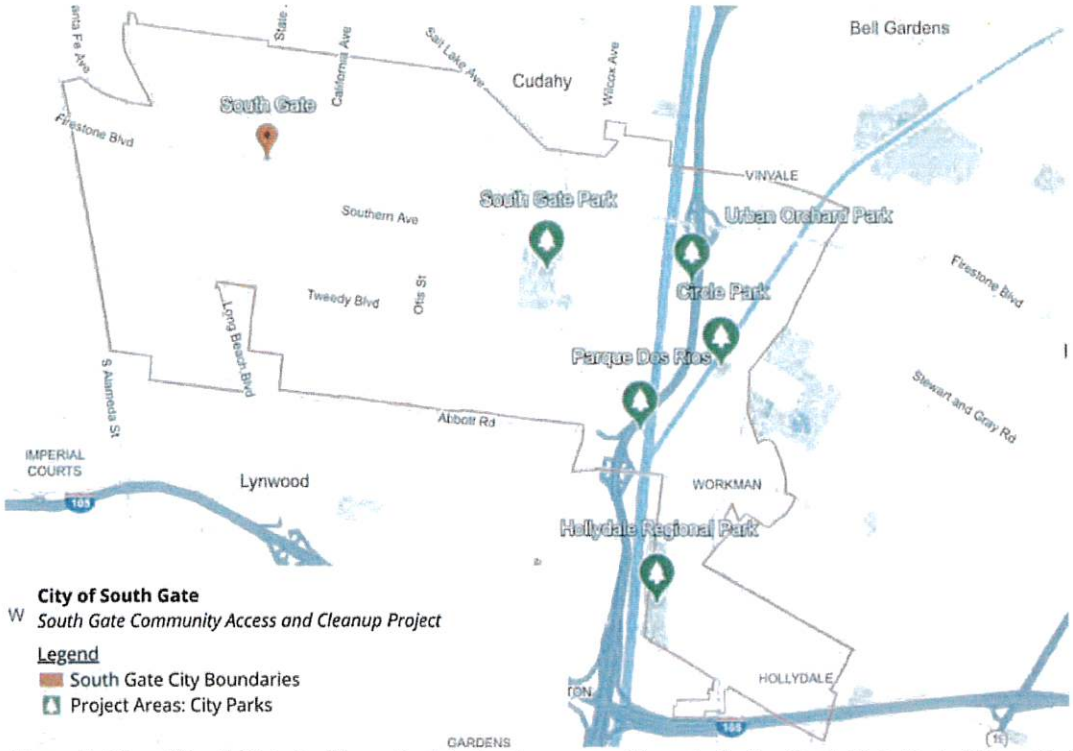


Figure 1. Map of South Gate (red boundary) indicating areas of focus including South Gate Park, Urban Orchard Park, Circle Park, Parque Dos Rios, and Hollydale Regional Park

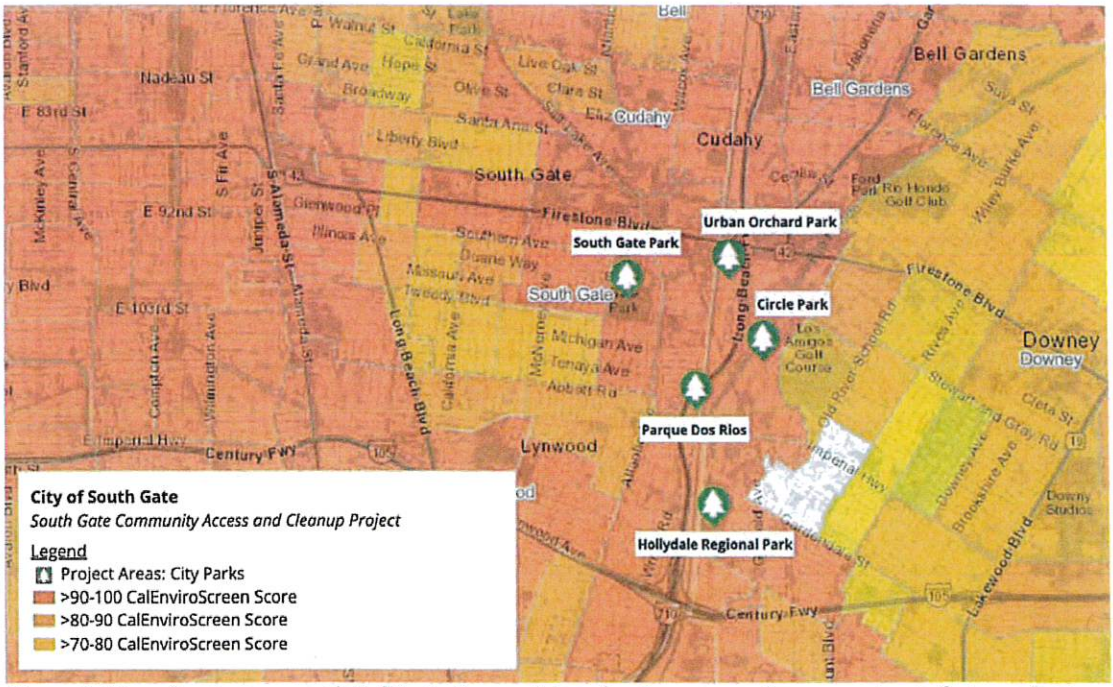


Figure 2. Map of project area with CalEnviroScreen data indicating surrounding census tracts facing pollution and environmental burdens above the 70th percentile.

Clean CA Program – Public Engagement Plan
City of South Gate
South Gate Community Access and Cleanup Project

Project Summary
The City of South Gate and the Conservation Corps of Long Beach (CCLB) will implement workforce development and training activities to prepare young adults from disadvantaged communities to pursue lasting careers in conservation, restoration, and public service. Partnering with CCLB, South Gate will engage CCLB's workforce development program to train and deploy corpsmembers to conduct litter abatement, graffiti removal, trail maintenance, community engagement, and public right-of-way cleanup along local rights-of-way adjacent to public parks throughout the City to increase access and safety. This project will support equity, expand transitional employment and training, and provide pathways to higher education and sustaining careers. Critically, the project team will engage the community in educational and anti-litter campaigns to restore pride and ownership in local stewardship.

Approach to Public Engagement
The City of South Gate maintains a Master Agreement for youth employment development program services, through which the City provides opportunities for public service through meaningful and productive work projects, and CCLB provides training in job skills and environmental education to young people through a program that includes projects in public service, conservation, and construction. Leveraging this Master Agreement, South Gate and CCLB will implement project activities to enhance community resilience, support litter abatement, create jobs and employment pathways, engage the community, improve regional water quality, and promote long-term sustainability. CCLB also partners with regional organizations such as the National Fish and Wildlife Foundation, the California Conservation Corps, The Education Corps, Trout Unlimited, Friends of the Los Angeles River, Healthy Active Streets, and the South Gate Parks and Recreation Department to implement environmental work projects and facilitate job training opportunities. CCLB has comprehensive mechanisms in place to engage local community members in conservation and restoration initiatives through park cleanups, habitat maintenance, nature walks, bird watching, and more. Throughout this project, CCLB will expand local community engagement in South Gate to restore pride and ownership in local stewardship.

Public Engagement Activities
Throughout the project, CCLB will implement several key mechanisms to expand public outreach and community engagement opportunities:

- Corpsmembers will educate the public on safe park and open space access and usage through educational talks, informative flyers, interpretive signage, and the CCLB website and social media.
- CCLB will engage with existing entities who conduct homeless engagement and provide support services and resources, such as the Los Angeles Homeless Services Authority, to develop an outreach strategy.
- Corpsmembers will observe use of trails, parks, and open space to proactively identify and respond to emerging issues and opportunities.

- CCLB will seek to expand partnerships and internship opportunities with local educational institutions such as Rio Hondo College.
- Corpsmembers will lead events and educational programming, such as school presentations, educational walks and nature walks.
- Corpsmembers will patrol the project areas to increase project team visibility, address community safety, support community events, and effectiely monitor project progress.
- South Gate and CCLB will publicly share project impacts throughout the project to encourage greater community participation and pride in local stewardship activities

Public Engagement Timeline
Public engagement activities will begin as soon as litter abatement and right-of-way improvements begin in the project area. The presence of CCLB corpsmembers working throughout the City is an immediate gateway to public engagement and education, and corpsmembers will be trained to share program goals and objectives with park visitors. Public outreach events, including community nature walks and river cleanups, will take place monthly throughout the project period. CCLB will develop interpretive signage and informational flyers to accompany project work and upcoming events. Corpsmembers will lead all public engagement activities, particularly during the development of their individualized community engagement projects.

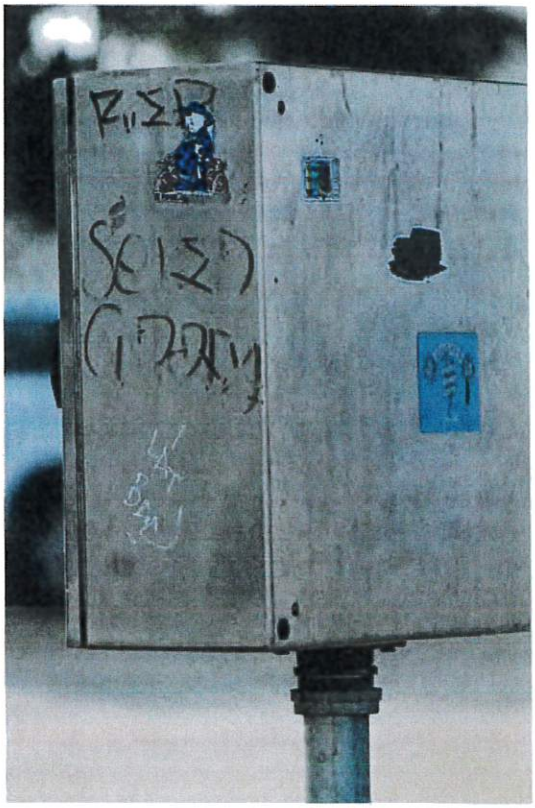
Public Engagement Outcomes
CCLB anticipates that over 1,000 community members will be engaged throughout the one-year project period. Corpsmembers will facilitate opportunities for community members to learn about their local ecosystems and watersheds, engage in educational activities, and participate in conservation. Through comprehensive and inclusive community engagement, the project will foster connectivity and a sense of community pride and ownership of public parks and open spaces. South Gate and CCLB will ensure the long-term sustainability of the project by cultivating a culture of collaboration among partners, volunteers, and community members.

Attachment C

Clean CA Program – Project Site Photos
City of South Gate
South Gate Community Access and Cleanup Project

Project Summary
The City of South Gate and the Conservation Corps of Long Beach (CCLB) will implement workforce development and training activities to prepare young adults from disadvantaged and marginalized communities to pursue lasting careers in conservation, restoration, and public service. South Gate will engage CCLB's workforce development program to train and deploy corpsmembers to conduct litter abatement, graffiti removal, trail maintenance, community engagement, and public right-of-way improvements adjacent to city parks and green spaces. The photos below show existing site conditions within the proposed project areas, including litter, graffiti, and blocked access points.











Attachment D

Date: January 08, 2026

To:
Walter Yu, Clean California Program Director
Division of Maintenance
California Department of Transportation

Subject: Letter of Support – Clean CA Community Cleanup and Employment Pathways (CCEP) Grant Program

South Gate Community Access and Cleanup Project
City of South Gate

Dear Mr. Yu:

As the District **7** Clean California Community Cleanup and Employment Pathways (CCEP) Grant Coordinator, I am pleased to provide this letter of support for the above-referenced grant proposal submitted by **City of South Gate.**

The district has reviewed and approved the complete grant application package, including the project scope, budget, and implementation plan, and confirms that the proposed activities are consistent with the goals and objectives of the Clean California Program — specifically:

- Advancing litter abatement and community cleanup on local right-of-way;
- Supporting workforce development and employment pathways for vulnerable or under-served populations; and
- Fostering sustainable community engagement and local ownership of public spaces.

The district endorses **City of South Gate**'s proposal and recommends it move forward for consideration under the CCEP Grant Program. The project aligns with district priorities to enhance cleanliness, safety, and beautification of public spaces and reflects strong collaboration between Caltrans and local partners.

Should the project be selected for funding, I will continue to coordinate closely with the applicant to ensure successful implementation in accordance with program guidelines and performance metrics.

Sincerely,

Shirin Parsa

Shirin Parsa
District **7** Clean California CCEP Grant Coordinator
California Department of Transportation

cc: Godson Okereke, District Deputy Director, Maintenance
Marlon Regisford, District Deputy Director, Planning & Local Assistance
Kerry Morgan, Clean California Program Manager

October 22, 2025

Caltrans District 7
Clean CA Program
100 South Main Street
Los Angeles, CA 90012

RE: Letter of Commitment for the City of South Gate's Application to the Clean CA Program

Dear Program Director,

The Conservation Corps of Long Beach (CCLB) is pleased to submit this Letter of Commitment for the City of South Gate's application to the Clean CA Program. In partnership with our organization, the City of South Gate's Parks and Recreation Department will facilitate litter abatement, graffiti removal, and community engagement along local rights-of-way adjacent to public parks throughout the City to increase access and safety. Through this project, CCLB will recruit and train young adults from vulnerable communities to conduct project activities in partnership with South Gate as the lead agency. This project will support equity, expand transitional employment and training, and provide pathways to higher education and careers in conservation, restoration, and public service. Critically, the project team will engage the community in educational and anti-litter campaigns to restore pride and ownership in local stewardship.

Collectively, project activities will enhance community resilience, support litter abatement, create jobs and employment pathways, engage the community, improve regional water quality, and promote long-term sustainability. Founded in 1987 as a 501(c)(3) nonprofit organization, CCLB offers workforce development and educational opportunities to emerging adults ages 18-26. To carry out its mission, CCLB partners and contracts with a multitude of municipalities and organizations to give vulnerable youth the chance to learn professional skills through environmental conservation. CCLB and South Gate have worked together on city maintenance, park construction, litter abatement, and conservation projects for several years and are readily equipped to continue their partnership.

Project activities will address rights-of-way adjacent to parks in South Gate including Circle Park, South Gate Park, Hollydale Regional Park, Parque Dos Rios, and Urban Orchard Park. The disadvantaged and marginalized communities where project activities will take place are characterized by disproportionate environmental and social burdens. South Gate and CCLB will increase opportunities for safe, healthy recreation along public rights-of-way while advancing equitable employment opportunities for vulnerable young adults.

Thank you,

Dan Knapp

Dan Knapp
Executive Director & CEO

Clean CA Community Cleanup and Employment Pathway Application - Budget Estimate
City of South Gate: South Gate Community Access and Cleanup Project

For each budget category provided, list the tasks, personnel, and supplies needed to complete project activities. Briefly explain the purpose of cost items to demonstrate alignment with project goals.

Planning/Outreach

Item/Task Name	Description - Briefly explain the purpose of cost items to demonstrate alignment with project goals.	Quantity	Unit Cost	Total
Outreach supplies	Materials to engage the community	500	$ 10.00	$ 5,000.00
Subtotal				**$ 5,000.00**

Project Implementation - Employment/Personnel (based on historic number of litter crews/staff)

Position	Description - Briefly explain the purpose of cost items to demonstrate alignment with project goals.	Project Hours	Hourly Rate	Labor Cost	Fringe %	Total
South Gate Project Manager	Oversee interagency coordination and fiscal administration for South Gate	100	$ 40.00	$ 4,000.00	25%	$ 5,000.00
CCLB Project Director	Oversee interagency coordination and fiscal administration for CCLB	100	$ 60.00	$ 6,000.00	25%	$ 7,500.00
CCLB Project Manager	Oversee project implementation, schedule, logistics and training	300	$ 40.00	$ 12,000.00	25%	$ 15,000.00
CCLB Project Coordinator	Support training crew operations and community outreach	500	$ 35.00	$ 17,500.00	25%	$ 21,875.00
CCLB Career Navigator	Provide Corpsmember trainees with career transition support	300	$ 30.00	$ 9,000.00	25%	$ 11,250.00
CCLB Crew Supervisor	Supervise crew of corpsmember trainees conducting litter abatement and outreach	700	$ 28.00	$ 19,600.00	25%	$ 24,500.00
CCLB Corpsmember Trainees	Conduct litter abatement and community outreach	2500	$ 19.00	$ 47,500.00	15%	$ 54,625.00
Subtotal						**$ 139,750.00**

Project Implementation - Cleanup (based on historic quantities of litter collection)

Item Name	Description - Briefly explain the purpose of cost items to demonstrate alignment with project goals.	Quantity	Unit Cost	Total
Equipment Rental	Daily Crew operations (work truck, power washer, etc.)	70	$ 170.00	$ 11,900.00
Equipment Repair/Maintenance	Repair any equipment related breakage	10	$ 200.00	$ 2,000.00
Cleanup tools and supplies	Litter pickers, bags, graffiti remover, etc.	100	$ 50.00	$ 5,000.00
Personal Protective Equipment	Safety gear for the crew	6	$ 250.00	$ 1,500.00
Uniforms	Uniforms for the crew	6	$ 250.00	$ 1,500.00
Subtotal				**$ 21,900.00**

Matching Funds - In-Kind Contribution

Source	Description	Use of Funds	Total
CCLB	Office Space	$ 3,000.00	$ 3,000.00
CCLB	Corpsmember Workforce Development Program Director	$ 10,000.00	$ 10,000.00
CCLB	Corpsmember Workforce Development Program Manager	$ 9,000.00	$ 9,000.00
CCLB	Case Manager for Corpsmember Trainee Social Service Suppor	$ 7,000.00	$ 7,000.00
CCLB	CCLB Project Director	$ 6,000.00	$ 6,000.00
CCLB	CCLB Project Manager	$ 5,000.00	$ 5,000.00
Subtotal			**$ 40,000.00**

Other

Type	Description - Briefly explain the purpose of cost items to demonstrate alignment with project goals.	Unit of Measure	Quantity	Unit Cost	Total
Industry-Recognized Certifications	Workforce development certifications to improve trainee post-program hiring prospects	Courses	10	$ 200.00	$ 2,000.00
Indirect Expense	Overhead and administrative expenses	Percentage	$ 168,650.00	18.53%	$ 31,250.85
Subtotal					**$ 33,250.85**

Total Costs	(Matching Funds Not Incld.	$ 199,900.85
Total Costs	(Matching Funds Incld.)	$ 239,900.85

07-CCEP-08_CCEP-5257(047)_South Gate RGA FINAL

Final Audit Report 2026-07-21

Created:	2026-07-21
By:	Ana Serrano (s122406@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjfwr4R8ao8-9AT80_j_WbJX0emdjQ3Hc

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Signature Date: 2026-07-21 - 6:42:15 PM GMT - Time Source: server- IP address: 149.136.17.251 - Signature Appearance Selected: IMAGE

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Contract No. 2026-____-CC

SUBRECIPIENT AGREEMENT WITH THE CONSERVATION CORPS OF LONG BEACH

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is made and entered as of _____, 2026, by and between the CITY OF SOUTH GATE, a municipal corporation ("City"), and CONSERVATION CORPS OF LONG BEACH, a California nonprofit public benefit corporation ("Subrecipient").

RECITALS:

WHEREAS, Subrecipient is a tax-exempt public charity whose mission is to raise self-esteem, develop basic work skills, work ethics, education and promote teamwork for at-risk youth through a combination of work, conservation, and education programs; and

WHEREAS, Subrecipient has provided job training, on-the-job training, and environmental education to youth through various conservation and improvement projects for more than thirty years on projects for local cities, county agencies, and nonprofit organizations in the greater Long Beach area, including for the City of South Gate that currently offers youth part-time internship opportunities with the City's Parks and Recreation Department; and

WHEREAS, the City was awarded the sum of $199,901.00 by the State of California, acting by and through its Department of Transportation ("Caltrans"), under the Clean California Community Cleanup and Employment Pathway ("CCEP") Grant Program, pursuant to Restricted Grant Agreement No. 07-CCEP-08, Project No. CCEP-5257(047) (the "RGA"), for the South Gate Community Access & Cleanup project, and Caltrans issued its Notice to Proceed to the City on July 21, 2026; and

WHEREAS, the City's approved grant application, included in the RGA as Attachment III, identifies Subrecipient as the City's workforce development partner for the project, and the City seeks to expand its partnership with Subrecipient by engaging Subrecipient to train and employ young adults from disadvantaged communities to conduct litter abatement, graffiti removal, trail maintenance, and community engagement along public rights-of-way within and adjacent to City parks, while providing paid transitional employment, job training, and pathways to higher education and sustaining careers.

AGREEMENT:

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

1. **Project**. The City hereby engages Subrecipient to implement and provide youth employment and workforce development opportunities with a focus on litter abatement, graffiti removal, trail maintenance, and community engagement along public rights-of-way within and adjacent to City parks, including Circle Park, South Gate Park, Hollydale Regional Park, Parque Dos Rios, and Urban Orchard Park, to be carried out by young adults enrolled in Subrecipient's workforce development program ("Corpsmembers"), as follows (collectively, the "Project"):

A. Litter Abatement and Graffiti Removal: Corpsmembers will remove litter and debris and abate graffiti along local public rights-of-way, trails, and public spaces within and adjacent to City parks, and will properly dispose of and, where feasible, recycle collected materials.

B. Trail Maintenance and Access Improvements: Corpsmembers will perform trail maintenance, vegetation management, and right-of-way access improvements, and will install interpretive and anti-litter signage, to improve safe public access to City parks, trails, and open spaces.

C. Community Engagement and Education: Corpsmembers will engage residents and park visitors through educational talks, nature walks, volunteer cleanup events, citizen science activities, and anti-litter campaigns, consistent with the Public Engagement Plan included in the City's approved grant application.

D. Workforce Development: Subrecipient will recruit, train, and employ approximately fifteen (15) Corpsmembers, serving in crews of approximately five (5), and will provide paid work experience, job skills training, industry-recognized certifications, case management, and career transition support to prepare Corpsmembers for post-secondary education and long-term employment.

E. Anticipated Outcomes: As described in the City's approved grant application, the Project is anticipated to result in the removal of at least 5,000 pounds of litter, the abatement of at least 5,000 square feet of graffiti, and the engagement of at least 1,000 community members through educational and stewardship activities.

2. **Term**. The term of this Agreement shall commence at 7:00 a.m. on November 1, 2026 (the "Commencement Date") and shall terminate at 11:59 p.m. on July 30, 2027 (the "Expiration Date"); provided, however, that Subrecipient's obligations under Sections 15 and 39 relating to final reporting, invoicing, and closeout shall survive until fully performed. The Expiration Date may be extended by the City Manager or his designee in writing to the extent Caltrans extends the period for reimbursable work under the RGA. This Agreement does not reimburse any expenditure incurred by Subrecipient prior to the Commencement Date and does not reimburse any expenditure made after the Expiration Date without the City Manager's written authorization to extend the term.

3. **Budget**.

A. The City shall reimburse Subrecipient for the reasonable and verifiable costs actually incurred in the performance of the Project under this Agreement, not to exceed a maximum reimbursement of $194,901.00. Subrecipient shall not submit any request for reimbursement to the City nor shall the City reimburse Subrecipient for costs for which Subrecipient is reimbursed from a source other than the funds allocated for work under this Agreement.

B. Funds allocated pursuant to this Agreement shall be used exclusively for costs incurred by Subrecipient in the performance of the Project under this Agreement. No funds paid by the City to Subrecipient under this Agreement shall be used as security or to guarantee payments for any non-Project obligations, nor as loans for non-Project activities.

C. Subrecipient's costs shall be consistent with the budget categories, positions, hours, and rates set forth in the Budget Estimate (Attachment E) of the City's approved grant application included in the RGA as Attachment III, excluding the line item for the City's project manager. Subrecipient shall not exceed the estimated wage rates, labor costs, and other estimated costs set forth therein without the prior written approval of the City and, where required by the RGA, an amendment to the RGA. Indirect costs shall be reimbursable only to the extent

permitted by Section III, Items 14(b), 14(d), and 16(d) of the RGA, including approval of the applicable indirect cost rate as provided therein.

D. Subrecipient shall provide in-kind matching contributions valued at not less than Forty Thousand Dollars ($40,000.00), as identified in the City's approved grant application (the "In-Kind Match"). Subrecipient shall document the In-Kind Match contributed during each invoice period in accordance with Section 39, so that the City may claim reimbursement from Caltrans at the reimbursement ratio established in Caltrans' Notice to Proceed. If Caltrans reduces or withholds reimbursement to the City because of insufficient documentation of the In-Kind Match, the City may reduce reimbursement to Subrecipient by a corresponding amount.

4. **Orientation**. The City and Subrecipient shall jointly hold orientation meetings from time to time, initially with Subrecipient personnel at the commencement of the Project to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of the Project, and then later as appropriate and required.

5. **Work to be Performed**. Subrecipient shall implement the Project described in this Agreement fully in accordance with the terms of the RGA, including the Clean California Community Cleanup and Employment Pathway Grant Program Guidelines (Attachment I to the RGA) and the City's approved grant application thereunder for funds to carry out the Project (Attachment III to the RGA), each of which is incorporated herein by this reference. Subrecipient shall also undertake and assume the same obligations to the City that the City has undertaken to Caltrans under the RGA, to the extent such obligations relate to the Project work performed by Subrecipient. The City has provided Subrecipient with a copy of the RGA. In the event of any conflict between this Agreement and the RGA with respect to Subrecipient's obligations, the more stringent requirement shall govern.

6. **Project Commencement**.

A. Prior to commencing work at any Project site, the City and Subrecipient shall determine, through the Director of Parks and Recreation, which of the following permits, plans and specifications shall be the responsibility of City and which shall be the responsibility of Subrecipient: approvals and permits required by any other state, federal, or local agency which may be necessary to commence construction or operation of the Project, adequate plans and specifications, sufficient funds, materials, supplies, equipment, adequate technical supervision, and any special labor requirements to complete the Project.

7. **Program Coordination**.

A. The City Manager or designee (Director of Parks and Recreation) shall coordinate the Project with Subrecipient and shall render overall supervision of the progress and performance of this Agreement by the City.

B. Subrecipient's Executive Director shall have overall responsibility for performance of this Agreement and for coordinating with the City. If the Executive Director is replaced during the term of this Agreement, Subrecipient shall notify the City immediately of such occurrence. The Executive Director and Subrecipient staff will fully cooperate with the City relating to the Project, areas of concern, and the impact of the Project on residents of the City.

8. **Permission Granted**. Subrecipient, its contractors, officers, agents, and subcontractors shall have permission to enter upon City-owned real property at the Project sites

described in Section 1, and such other City-owned real property as the Director of Parks and Recreation may designate, for the purpose of performing the Project. The permission granted by this Section is limited to a reasonable area around the Project site and ingress and egress thereto and is limited to the term of this Agreement.

9. **Payment of Costs**.

A. The Project shall be undertaken at Subrecipient's sole cost and expense on a reimbursement basis, except where City materials and supplies are to be used as agreed by the parties and except where the parties have agreed in writing to other payment arrangements.

B. Subrecipient acknowledges and agrees that if the actual cost of the Project exceeds the maximum reimbursement set forth in Section 3(A), the City is not responsible for the difference and shall not reimburse Subrecipient for any additional costs incurred, unless those additional costs are due to additions or changes to the Project which were requested by the City.

10. **Title to Improvements**. Title to all improvements constructed in whole or in part on lands owned or controlled by the City shall vest in the City upon completion or final inspection of the Project, whichever is sooner.

11. **Emergencies**. Temporary suspension or permanent cessation of the Project may be required due to emergency conditions. Under such circumstances, the City and Subrecipient shall mutually agree on the postponement of the Project and who should bear the costs incurred due to said postponement.

12. **Time and Progress**.

A. Subrecipient shall begin work on the Project in conformity with the provisions set forth herein and shall work with diligence so as to complete the Project within the term of this Agreement and according to the work schedule coordinated with the Director of Parks and Recreation.

B. Subrecipient shall work so that the completed Project shall be comparable to that described in Section 1. Subrecipient and the City shall notify each other and obtain approval from each other prior to any material change in the work schedule.

13. **Use of Premises**.

A. Subrecipient shall confine construction equipment, the storage of materials and equipment, and the operations of workers to each Project site and areas designated by the City and shall not unreasonably encumber same with construction equipment or other materials or equipment.

B. During the work, Subrecipient shall keep each Project site and said areas free from accumulations of waste, rubbish, and debris. Upon completion of the Project, Subrecipient shall remove all waste, rubbish and debris from and about each Project site and said areas as well as all tools, equipment, machinery, and surplus materials, and shall leave the Project site and said areas clean and ready for occupancy by the City. Subrecipient shall restore to original condition all property not designated for alteration by this Agreement.

C. Subrecipient shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Subrecipient subject any part of the Project or adjacent property to stresses or pressures that will endanger them.

14. **Rights of Entry and Inspection**. City, its officials, agents, and employees shall at all times have the right of entry and free access to each Project site and areas designated by the City and right to inspect all work done, labor performed, and materials furnished in and about the Project and to inspect all books, contracts, and records of Subrecipient pertaining to the Project.

15. **Progress Reports**.

A. Subrecipient shall keep the City Manager or designee (Director of Parks and Recreation) informed on all phases of the Project. Without limiting the foregoing, until the Project has been completed, Subrecipient shall prepare and submit to the City Quarterly Performance Reports, in a format acceptable to the City and consistent with the Caltrans CCEP quarterly performance metrics template. Each Quarterly Performance Report shall be due on the same date the City's corresponding report is due to Caltrans under the RGA, as follows, or on such other date as Caltrans may establish and the City communicates to Subrecipient in writing:

Quarterly Performance Report 1 = November 2026
Quarterly Performance Report 2 = February 2027
Quarterly Performance Report 3 = May 2027
Final Performance Report = August 2027

B. Each Quarterly Performance Report shall include a narrative of accomplishments, lessons learned, and challenges, and shall report the following performance metrics required by the CCEP Grant Program Guidelines and the Caltrans CCEP quarterly performance metrics template, as applicable, together with the supporting documentation indicated:

(1) Environmental Impact: volume of litter and debris removed, in cubic yards or pounds (with weight or dump tickets and before-and-after photographs); square footage of graffiti abated (with before-and-after photographs); number of litter cleanup events conducted; and number of hard-to-recycle or bulky item collection events held (with event flyers or attendance sheets);

(2) Workforce Development: number of individuals employed through the Project, hours of paid work experience, and hours of job training provided (with payroll logs); demographics of participants; and number and percentage of participants securing long-term employment after the program;

(3) Community Engagement: number of community volunteers engaged (with attendance sheets or volunteer logs); number of public outreach events or education campaigns implemented and number of participants (with event flyers or attendance sheets); local and social media reach; and community partnerships established; and

(4) Sustainability and Maintenance: number and type of anti-litter infrastructure elements installed, such as bins and signage (with before-and-after photographs).

C. The Final Performance Report shall also include a close-out summary detailing completed work, expenditures, and outcomes; "After" photographs of the Project; volunteer logs and workforce data; the planned frequency of cleanup and maintenance activities after the grant period; a Long-Term Community Stewardship and Litter Prevention Plan; and such other information as the City may reasonably require to prepare and submit its final closeout report to Caltrans.

16. **Project Supervision**. Work on the Project shall be under the immediate supervision of Subrecipient's program managers. The City may provide such operation supervision, technical assistance, guidelines and inspection as the City considers necessary to properly complete the Project. Subrecipient expressly warrants that neither Subrecipient nor any of Subrecipient's employees shall represent themselves to be employees or agents of the City.

17. **Signs**. Subrecipient shall not construct, maintain, place, or allow any signs, exhibits, displays, emblems, or logos on any Project site without the prior approval of the City Manager or designee (Director of Parks and Recreation). Subrecipient shall not use the City's logo in the performance of the Project without the prior approval of the City Manager or designee (Director of Parks and Recreation).

18. **Compliance with Laws**. Subrecipient shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations pertaining to the Project, including but not limited to any environmental specifications provided by the City, and shall obtain such permits, licenses, and certificates required by all federal, state and local government authorities.

19. **Insurance**. As a condition precedent to the effectiveness of this Agreement, Subrecipient shall procure and maintain at Subrecipient's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance naming the City of South Gate, its officials, employees, and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of any manner connected to Subrecipient's operations or performance under this Agreement in an amount not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) general aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross-liability protection, independent contractors' liability, abuse or molestation liability, or products and completed operations liability.

(b) Workers' compensation coverage as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars ($1,000,000) per accident or occupational illness.

(c) Commercial automobile liability insurance equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars ($500,000) combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (All Autos).

(d) Sexual Abuse and Molestation Liability Insurance endorsement to the commercial general liability insurance in amounts of not less than One Million Dollars ($1,000,000) per occurrence.

Subrecipient shall deliver to the City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. No "Claims made" policies shall be acceptable. This insurance shall not be deemed to limit Subrecipient's liability relating to performance under this Agreement. The City reserves the right to require complete certified copies of said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the prior written approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

20. **Indemnity**. Subrecipient shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Subrecipient, its officers, employees, agents, or anyone under Subrecipient control (collectively "Indemnitor"); Subrecipient breach of this Agreement; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Subrecipient, Subrecipient shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Subrecipient shall notify the City of any claim within ten (10) days. Likewise, the City shall notify Subrecipient of any claim, shall tender the defense of such claim to Subrecipient, and shall assist Subrecipient, as may be reasonably requested, in such defense. The duties of Subrecipient under this Section shall also extend to the State of California, acting by and through Caltrans, and its officers and employees, with respect to any Claim arising from anything done or omitted to be done by Subrecipient, its officers, employees, agents, contractors, or subcontractors under this Agreement, including Claims relating to intellectual property arising from or related to the Project.

21. **Subrecipient's Representations and Warranties**. Subrecipient represents and warrants: (a) that Subrecipient is a duly organized and validly existing nonprofit public benefit corporation in good standing under the laws of the State of California; (b) that Subrecipient is a tax-exempt public charity under Section 501(c)(3) of the U.S. Internal Revenue Code; (c) that the form, terms and provisions of this Agreement have been approved in all respects by Subrecipient's governing board at a meeting duly noticed and held; (d) that Subrecipient's Executive Director has been duly authorized to execute and deliver this Agreement on behalf of Subrecipient; (e) that Subrecipient's execution, delivery and performance of this Agreement are not in contravention of any provision of law, or of any agreement, by which Subrecipient is bound; (f) no action or proceeding is now pending or, to the best of Subrecipient's knowledge, is threatened, against Subrecipient, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators;

(g) Subrecipient is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of Subrecipient, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (h) all financial statements furnished to City by Subrecipient are true, correct and complete and all other information previously furnished by or on behalf of Subrecipient to City in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (i) no material adverse change in the operations or financial condition of Subrecipient has occurred since the date the City submitted its grant application to Caltrans for the Project.

22. **Nondiscrimination**.

A. In connection with performance of this Agreement and subject to applicable rules and regulations, Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. Subrecipient shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. During the performance of this Agreement, Subrecipient and its contractors and subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

C. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.

D. Subrecipient shall permit access by representatives of the California Civil Rights Department (formerly the Department of Fair Employment and Housing) and Caltrans upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Caltrans shall require to ascertain compliance with this Section.

E. Subrecipient and its contractors and subcontractors shall give written notice of their obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.

F. Subrecipient shall include the nondiscrimination and compliance provisions of this Section in all contracts and subcontracts entered into to perform work under this Agreement, and shall require that each such contractor and subcontractor in turn include the nondiscrimination and compliance provisions of this Section in all contracts and subcontracts they enter into to perform such work.

23. **Amendment and Waiver**. This Agreement shall not be amended except in writing signed by the parties which expressly refers to this Agreement. The acceptance of work or the payment of any money by the City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

24. **Governing Law; Venue**. Except where federal law preempts, this Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of law). In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be had in any state or federal court of competent jurisdiction located in Los Angeles County, California.

25. **Integration**. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

26. **Books and Records**.

A. Subrecipient shall maintain ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements for a minimum period of three (3) years from the later of the date of any final payment to Subrecipient under this Agreement or the date of final payment to the City under the RGA, or for any longer period required by law.

B. Subrecipient shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years from the later of the date of termination or expiration of this Agreement or the date of final payment to the City under the RGA, or for any longer period required by law.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Subrecipient's address shown herein. Subrecipient shall reimburse the City for all costs incurred to investigate and audit Subrecipient's performance of its duties under this Agreement if Subrecipient is subsequently found to have violated the terms of this Agreement. Such reimbursement shall include all direct and indirect expenditures incurred by the City to conduct the investigation or audit. The City may deduct all such costs from any amount due Subrecipient under this Agreement.

D. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Subrecipient, the City may, by written request, require that custody of the records be given to the City and that the records

and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Subrecipient, its representatives, or successors-in-interest.

E. Subrecipient and its contractors and subcontractors shall comply with Title 2, Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. Such accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement invoices.

F. Pursuant to Government Code Section 8546.7 and Section III, Item 21 of the RGA, Subrecipient and its contractors and subcontractors shall maintain and make available at their respective offices, at all reasonable times during the Project and for three (3) years from the date of final payment to the City under the RGA, all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to the costs of administering any contracts entered into hereunder. Such materials shall be held open to inspection, copying, and audit by representatives of the City, Caltrans, the California State Auditor, and any duly authorized representative of Caltrans or the United States Department of Transportation, and Subrecipient shall furnish copies thereof upon request.

G. Subrecipient and its contractors and subcontractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the California Civil Rights Department, or any other agency of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with the RGA.

27. **Independent Contractor**. In performing services hereunder, Subrecipient is and shall act as an independent contractor and not an employee, representative, or agent of the City. Subrecipient shall be free to contract for similar services to be performed for others during the term of this Agreement. Subrecipient acknowledges and agrees that (a) the City will not withhold taxes of any kind from Subrecipient's compensation, (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Subrecipient's behalf, and (c) the City will not provide and Subrecipient is not entitled to any of the usual and customary rights, benefits, or privileges of City employees.

28. **Severability of Provisions**. If any term or condition of this Agreement is found to be invalid, ineffective, void, or unenforceable for any reason whatsoever, all other terms and conditions shall remain in full force and effect.

29. **Unforeseen Delays**. Neither the City nor Subrecipient shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, Act of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstance which is not within its control.

30. **No Religious or Political Activities**. Subrecipient agrees that Subrecipient shall not perform or permit any religious proselytizing or political activities in connection with the performance of the Project under this Agreement. No funds reimbursed by the City to Subrecipient under this Agreement shall be used to promote any religious or political activities.

31. **Mechanic's Lien**. Subrecipient shall keep each Project site free of any mechanic's or materialman's lien. If a mechanic's or materialman's lien is imposed on any Project site, Subrecipient shall: (a) Record a valid release of lien; or (b) Procure and record a lien release bond in accordance with Section 3143 of the California Civil Code issued by a surety authorized to do business in California and providing for payment of any sum recovered by claimant. Any costs in obtaining relief under this Section shall be the sole responsibility of Subrecipient and shall not be reimbursed by the City.

32. **Notice**. Any notice required hereunder or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the following address of each party:

City: City of South Gate
Attn: Director, Department of Parks and Recreation
8650 California Avenue
South Gate, California 90280

Subrecipient: Conservation Corps of Long Beach
340 Nieto Avenue
Long Beach, California 90814
Attention: Executive Director

Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date received (or the date delivery is refused) by the party to whom delivery is made.

33. **Headings**. The various headings and numbers herein and the sequence of provisions hereof are for convenience only, shall not be considered a part hereof, and shall have no bearing on the construction or interpretation hereof.

34. **Assignment**. Subrecipient shall have no right to assign this Agreement or any interest therein without the express prior written approval of the City. Any purported attempt by Subrecipient to assign any performance of the Project under this Agreement shall be null and void and shall constitute a material breach of this Agreement.

35. **Interpretation**. If any questions arise as to the proper interpretation of the terms and specifications or the Project undertaken pursuant to this Agreement, the decision of the City Manager or designee (Director of Parks and Recreation) shall be final.

36. **Suspension and Termination**.

A. The City reserves the right to suspend or terminate this Agreement and payment of costs in whole or in part for cause. "Cause" shall include but not be limited to: (1) Ineffective or improper use of funds; or (2) Failure to comply with any material provision of this Agreement. If the City elects to exercise its right under this Subsection (A), the City shall notify Subrecipient of the City's intent to suspend or terminate the Agreement, specify the reason(s), and furnish a description of corrective action to be taken by Subrecipient if relying on Subsection (A)(2). Subrecipient shall have ten (10) calendar days in which to respond. If Subrecipient does not respond to the satisfaction of the City, the City may, in its sole discretion, continue, suspend, or terminate the Agreement. Notwithstanding the foregoing, any suspension or termination of this

Agreement shall not relieve the City of its obligation to defray appropriate costs incurred by Subrecipient prior to said suspension or termination.

B. In addition to the termination remedies described above, either party may terminate the Agreement by giving thirty (30) days prior notice to the other party, specifying the date on which termination shall take effect.

37. **No Third-Party Beneficiary**. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

38. **Conflicts of Interest**. Subrecipient shall furnish to the City, prior to the City's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors, or personal service providers, including subsidiaries and affiliates of Subrecipient. This list should be limited to those subgrantees/subcontractors, vendors, or personal service providers, including subsidiaries and affiliates of Subrecipient, which will receive $10,000 or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term of this Agreement, Subrecipient shall notify the City in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers, subsidiaries, or affiliates of Subrecipient within fifteen (15) days of change.

39. **Caltrans Grant Requirements**. In addition to the other requirements of this Agreement, Subrecipient shall comply with the following requirements of the RGA applicable to the City's sub-recipients:

A. Invoicing. Subrecipient shall submit invoices to the City in arrears at least quarterly, but no more frequently than monthly. Each invoice shall reference RGA No. 07-CCEP-08 and shall include: (1) the names of Subrecipient personnel performing Project work; (2) the dates and times of Project work; (3) the locations of Project work; (4) itemized costs consistent with the budget described in Section 3(C), including identification of each employee, contractor, or subcontractor who provided services during the invoice period, the number of hours and hourly rate for each, receipts for authorized travel, materials, and supplies, and any contractor or subcontractor invoices; (5) supporting payroll records; (6) documentation of the In-Kind Match contributed during the invoice period; and (7) a written progress report sufficient to allow the City and Caltrans to determine whether the Project is performing to expectations, on schedule, and within funding limitations. Only costs that have been both incurred and paid by Subrecipient are eligible for reimbursement. Incomplete or inaccurate invoices shall be returned to Subrecipient unapproved for correction. Subrecipient shall submit its final invoice, together with all closeout documentation required under Section 15(C), no later than September 30, 2027.

B. Cost Principles. Subrecipient agrees that (1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items, and (2) Subrecipient shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, to the extent applicable. Travel expenses and per diem rates shall not exceed the rates specified by the State of California Department of Human Resources for similar employees, as provided in Section III, Item 14(e) of the RGA. Any costs reimbursed to Subrecipient that are determined by subsequent audit, or by Caltrans, to be unallowable shall be repaid by Subrecipient to the City within thirty (30) days of written demand, and the City may withhold such amounts from any

payment otherwise due Subrecipient. Subrecipient shall include the provisions of this Subsection (B) in all of its contracts and subcontracts entered into to perform work under this Agreement.

C. Non-Supplanting. Funds provided under this Agreement shall not supplant other funds committed to Subrecipient's programs or activities.

D. Subcontracting and Procurement. Subrecipient shall not contract any portion of the Project work to a third party without the prior written approval of the City and, where required by Section III, Item 23 of the RGA, of Caltrans. All procurements of goods and services funded under this Agreement shall be conducted using a fair and competitive procurement process consistent with Section III, Item 23(b) of the RGA. Any contract or subcontract entered into by Subrecipient to perform work under this Agreement shall contain all of the provisions of the RGA applicable to sub-recipients, contractors, and subcontractors, including the provisions of Sections 22, 26, and 39 of this Agreement, and Subrecipient shall provide copies of all such contracts and subcontracts to the City upon request. Reimbursement of third-party contract costs shall be allowable only after such costs are incurred and paid by Subrecipient.

E. Prevailing Wages and Labor Code Compliance. Subrecipient shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations, to the extent applicable to the Project work.

F. No Displacement of Persons Experiencing Homelessness. No funds provided under this Agreement shall be used for any activity that displaces persons experiencing homelessness. Subrecipient shall notify the City before performing Project work in any area occupied by persons experiencing homelessness, and shall coordinate any such work with the City.

G. Photographs, Educational Programming, and Artwork. Subrecipient shall provide "Before" and "After" photographs of the Project, which shall not include the faces of any individuals. With respect to such photographs, and to any educational programming, interpretive signage, or other artwork created or produced by or for Subrecipient for the Project, Subrecipient hereby grants to the City and to Caltrans an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of such materials, or derivatives thereof, for non-commercial purposes or any State government purposes, and shall obtain from any third-party copyright owner, artist, or owner of any logo used therein all rights necessary to make such grant. Subrecipient shall provide any documentation the City or Caltrans reasonably determines is necessary to perfect such license within ten (10) days of written request. Subrecipient shall place in a conspicuous manner on any such educational programming a disclaimer stating that its content does not reflect the official views or policies of Caltrans and does not constitute a standard, specification, or regulation, and on or in close proximity to any such artwork a disclaimer stating that its contents do not reflect the official views or policies of Caltrans. Caltrans shall have Government Purpose Rights, as defined in Section III, Item 29 of the RGA, to any inventions created as a result of the Project. Subrecipient shall avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party, and shall immediately notify the City in writing upon becoming aware of any possible infringement.

H. Exposure to Environmental Health Hazards. In addition to, and not a limitation of, Subrecipient's indemnification obligations contained elsewhere in this Agreement, Subrecipient hereby assumes all risks of the consequences of exposure of Subrecipient's

employees, Corpsmembers, agents, contractors, and subcontractors, and any other person furnishing work, services, materials, or supplies through Subrecipient in connection with the performance of this Agreement, to any and all environmental health hazards, including but not limited to bodily injury or death resulting in whole or in part from exposure to infectious agents or pathogens of any type, kind, or origin. Subrecipient shall take all appropriate safety precautions to prevent any such exposure, and shall indemnify and hold harmless the City, Caltrans, the State of California, and each of their officers, agents, and employees from any and all claims or losses accruing or resulting from such exposure.

I. Organic Waste Recycling. Pursuant to Public Resources Code Sections 42649.8 et seq., if Subrecipient generates two (2) cubic yards or more of organic waste or commercial solid waste per week in performing the Project, Subrecipient shall arrange for organic waste or commercial waste recycling services that separate or source-separate organic waste for organic waste recycling, and shall provide proof of compliance upon request.

J. Americans with Disabilities Act. Subrecipient shall fully comply with the applicable provisions of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Section 12101 et seq.), and all applicable regulations and guidelines issued pursuant thereto. Any electronic or information technology materials provided by Subrecipient for posting online by the City or Caltrans shall comply with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, at a minimum Level AA.

K. Sanctions. Subrecipient shall not enter into any agreement in connection with the Project with any individual or entity that is determined to be a target of sanctions by the State of California while such sanctions are in effect.

L. Inspections and Meetings. Subrecipient shall cooperate with the City and Caltrans in any kickoff meeting, site inspection, monitoring visit, or closeout inspection requested by Caltrans.

M. Funding Contingency. The City's obligations under this Agreement are contingent upon the City's receipt of funds from Caltrans under the RGA. If the RGA is terminated, or if the funds available under the RGA are reduced or are not appropriated, the City may terminate this Agreement or reduce the maximum reimbursement under Section 3(A) by written notice to Subrecipient. In such event, the City shall reimburse Subrecipient for allowable costs incurred prior to the effective date of such termination or reduction, to the extent such costs are reimbursable under the RGA.

N. Survival. Subrecipient's obligations under Sections 20, 26, and 39, and all other provisions of this Agreement which by their inherent character establish ongoing obligations, shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all of the formalities required by law as of the date first stated herein.

Date: _____, 2026

CONSERVATION CORPS OF LONG BEACH, a California nonprofit public benefit corporation

By: _____

Title: _____

Date: _____, 2026

CITY OF SOUTH GATE, a municipal corporation

By: _____
_____, Mayor

ATTEST:

_____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT YG

_____
Raul F. Salinas, City Attorney

Office of the
South Gate City Clerk

NOV - 5 2026

FILED

1:33pm

Item No. 13

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 10, 2026**
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 approving:

a. The Special and Regular Meeting Minutes of July 14, 2026;
b. The Special and Regular Meeting Minutes of July 28, 2026;
c. The Special and Regular Meeting Minutes of August 11, 2026;
d. The Special and Regular Meeting Minutes of August 25, 2026;
e. The Special and Regular Meeting Minutes of September 8, 2026; and
f. The Special and Regular Meeting Minutes of September 22, 2026.

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: A. City Council Minutes

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JULY 14, 2026

CALL TO ORDER Joshua Barron, Mayor called a Special City Council Meeting to order at 5:30 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Gil Hurtado and Council Member Maria Davila; City Treasurer Jose De La Paz, City Manager Rob Houston, Special Legal Counsel Craig Hardwick

LATE City Attorney Raúl F. Salinas

CLOSED SESSION The Council Members recessed into Closed Session at 5:32 p.m. and reconvened at 6:24 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6

Agency Representative:	City Manager, Rob Houston
Unrepresented Employees:	Top Management/ Department Directors/ Hourly Employees
Employee Organizations:	SGMEA/ SGPMMA/ SGDMA/ SGPMA/ SGPOA

On item 1, there was a discussion of the latest offers from the unions, and the Council Members asked that staff to proceed towards negotiating a written document in connection with those negotiations.

ADJOURNMENT Council Member Hurtado unanimously adjourned the meeting at 6:25 p.m. and seconded by Council Member Davila.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JULY 14, 2026

CALL TO ORDER Joshua Barron, Mayor called a Regular City Council Meeting to order at 6:30 p.m.

INVOCATION Tina De La Rosa, Director of Parks & Recreation

PLEDGE OF ALLEGIANCE Manuel Arana, Chief of Police

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Maria Davila and Council Member Gil Hurtado; City Treasurer Jose De La Paz, City Manager Rob Houston, Special Legal Counsel Craig Hardwick

ABSENT/EXCUSED City Attorney Raúl F. Salinas

REPORTS AND PRESENTATIONS

1
LAW ENFORCEMENT The City Council unanimously approved items A, B & C by motion of Council Member Hurtado and seconded by Council Member Davila:

a. Received and filed the Annual Military Equipment Report;

b. Finding this matter to be exempt under CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines; and

c. Renewing South Gate Municipal Code 1.39.010 (Military Equipment Policy)

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

2
PRESENTATION The City Council received and filed the FLOCK Presentation:

City Manager Houston stated that the Flock camera system is a law enforcement tool used nationwide, throughout California, and in South Gate. Because the system has generated significant discussion on social media and online platforms, staff felt it would be helpful to explain how the cameras are used locally and the benefits they provide for policing and

2

PRESENTATION CONT'D

crime prevention. The Police Chief will describe the technology and how the system works. A representative from Flock will also discuss how information is managed, who it may be shared with, and address common questions about data handling and access.

Chief of Police Arana stated that concerns had been raised in recent months regarding the South Gate Police Department's use of license plate readers, including claims that Flock system data was being shared with the federal government for immigration-enforcement purposes. He clarified that those claims are incorrect. According to the Chief, all collected information remains with the South Gate Police Department and is shared only when necessary, with other local law-enforcement agencies. He further stated that the data is not provided to the federal government for immigration enforcement. A Flock representative was present for the presentation, and the Chief noted that he would conclude by explaining why continued use of the system is important for the City of South Gate.

Lily Ho, Public Affairs Manager for Flock Safety, gave a presentation.

Chief of Police Arana reported that the Police Department currently operates ten Flock cameras at seven intersections throughout the city, chosen for their high volume of vehicles entering and leaving South Gate. He highlighted recent successes resulting from the system's use and clarified that Flock does not identify drivers or passengers, use facial recognition, or collect personal information about vehicle occupants. He also emphasized that the South Gate Police Department remains fully compliant with Senate Bill 54, the California Values Act.

Council Member Hurtado stated that he spent the weekend discussing the Flock system with community members and found opinions to be evenly divided. He noted that those opposed to the system shared his concerns about privacy, while even supporters expressed similar reservations. He also expressed concern that some California cities may share information with ICE.

Council Member Davila also raised concerns regarding cybersecurity and the risk of hackers obtaining confidential data.

Ms. Ho stated that their security framework is built from the baseline of their core technology. She noted that all of their certifications are available online and include third-party validations. Most recently, the company collaborated with the Miami-Dade Cybersecurity Task Force. They are recognized nationwide as Primos experts in cybersecurity. Ms. Ho emphasized that they would do everything possible to ensure data remains protected, private, and used or shared only in accordance with the City's policies and the customer's preferences.

2

PRESENTATION CONT'D

Council Member Avalos inquired about the cost to the City.

Chief Arana reported that the annual cost for the ten cameras is $30,000.

Council Member Avalos asked who the City shares data with.

Chief Arana stated that the City shares data with 179 agencies within California.

Council Member Avalos requested clarification on the purpose of the presentation.

Mayor Barron stated that it was his understanding that the City would no longer continue with the Flock system due to budget constraints. He noted that the item appeared on the warrant register, and while reviewing the register and signing checks with the auditor, he observed a check related to the system. He requested clarification as to why the City was approving this expenditure.

Council Member Avalos inquired about the potential liabilities the City may face and whether the City should continue with the contract.

Special Legal Counsel Hardwick clarified that the contract is not up for renewal at this Council Meeting and noted that he has not yet reviewed it. He stated that when the contract does come forward for renewal, it will be reviewed and any liability concerns will be addressed at that time.

Council Member Hurtado stated that, in his view, the most notable recommendation made by the ACLU was not a three-hour data retention period, but rather a three-minute retention period. He added that he did not observe the ACLU—an organization known for advocating for individual rights—supporting that position.

Ms. Ho noted that the ACLU has chapters nationwide and strong partnerships in various states. She provided an example from New Mexico, where the ACLU collaborated closely with Flock to help establish a sound state law governing license plate reader (LPR) data. She further stated that Flock does maintain positive relationships with certain ACLU affiliates. According to Ms. Ho, a three-minute retention period is not operationally feasible.

Council Member Avalos stated that as an educator, she works closely with technology, and it is well known that technology has flaws and loopholes. She expressed appreciation for the community members who took the time to email the Council regarding their concerns. She stated she is having difficulty supporting this matter as the city moves forward.

2

PRESENTATION CONT'D

Vice Mayor Rios asked how long the city has employed the flock system?

Chief Arana replied that the system has been in the city since March of 2023.

Vice Mayor Rios expressed concern for the community in light of recent events in Maine and Houston. He noted that ICE is hiring additional agents, which he finds troubling. While he recognizes the value of the system, he emphasized that the privacy issues already raised remain significant. He also stated that federal law superseding state law is worrisome.

City Clerk Glaze asked Ms. Ho if she had the percentage of false matches.

Ms. Ho responded that she did not but stated that Flock maintains a 99% rate of exact hits.

Mayor Barron asked if anyone in the audience or on Zoom wished to speak on this item.

The following people expressed opposition to renewing the contract: Francisco Rodriguez, Female speaker, Mateo O'Hill is an organizer with Eastyard and member of Communities and Renters Autonomous Collective.

Female speaker is present tonight not in favor or against the flock. She is here, however, to share of cameras that certain businesses share when her mother was t-boned and does because of the injuries were because of the cameras. We live in world where nothing is private. There is no privacy and she is thankful to all of the businesses that provided their camera surveillance because that helped them and the police put the woman that caused her mother's death in jail.

Continuation of the following people expressed opposition to renewing the contract:
Gabriel, Matthew Maximo, Katy, with the organization Alliance for a Better Community, Female speaker, Yansi Lopez, who runs a family business in South Gate.

Sara Mesa Medrano, South Gate Police Officers Association, acknowledges the concerns from many members of the community. Recent immigration enforcement activity has understandably created fear and uncertainty for many families. They recognize those concerns and believe the community deserves to be heard and treated with respect. At the same time, she shared why the flock license plate reader system has become such an important public safety for the city.

2

PRESENTATION CONT'D

Continuation of the following people expressed opposition to renewing the contract:
Chris Aguilar, a South Gate resident, Ricardo, a South Gate resident, Shashin, a Walnut Park resident.

Nelson Hermosillo, a South Gate resident and law enforcement officer, agrees with the chief and detective that spoke earlier that Flock is a phenomenal tool for criminal investigations, but thinks this tool is not needed nor wanted and cannot afford it.

Continuation of the following people expressed opposition to renewing the contract:
Tony, Male speaker, Jesse, a South Gate resident, Jimmy Ozaeta, a South Gate resident.

ZOOM

Continuation of the following people expressed opposition to renewing the contract:
James Bell, member of SEIU & UHW and a healthcare advocate, Mario Dominguez, Liz Ruiz, a South Gate resident, Jason Mercado, Mocky representing SEIU & UHW, Cecilia Gomez Gonzalez, member of SEIU & UHW and a healthcare advocate, Robert Montalvo, Thomas Gonzalez

EMAILS

Seventeen (17) written comments regarding the flock system. Of those two (2) were in favor of the flock system and fifteen (15) were opposed.

Having no one else come forward, Mayor Barron closed the audience portion.

Council Member Hurtado stated that the evening's presentation did not persuade him to support the Flock system. He thanked Ms. Ho for attending and for providing presentations both this evening and the previous week.

Vice Mayor Rios stated that the system has many uncertainties regarding safeguards. He acknowledged that the tool has helped the Police Department apprehend individuals but said this is a difficult time and that the City needs to support the immigrant community. He indicated he was leaning toward not approving the item.

Council Member Davila stated that when the item first came before the Council, it appeared to be a useful tool to assist the Police Department with incidents occurring at that time. However, given the current concerns surrounding immigration issues, she said she is leaning toward eliminating the Flock cameras.

2

PRESENTATION CONT'D

Mr. Houston stated that, based on the comments received, he has administrative authority to make decisions on items under $50,000. Items exceeding $50,000 must be returned to the City Council for formal action.

Council Member Avalos thanked the community for attending and sharing their concerns about the Flock system. She noted concerns that, once the City enters into the contract, federal law could override state protections. She also referenced a speaker's comment that the system had helped solve many crimes and requested statistical data on those outcomes. Citing concerns for community safety and security, particularly for the immigrant community, she stated she would support a motion to terminate the contract.

Mayor Barron stated that he shared the concerns expressed by his colleagues regarding this item. He noted that California's action several years ago to allow undocumented residents to obtain driver's licenses, insurance, and vehicle registration was an important and positive step for many immigrant families, including members of his own family. However, he expressed concern that the system also created a database of license plates connected to undocumented individuals. He stated he had hoped the City's budget constraints would allow the cameras to be discontinued and that the Police Department could identify other ways to solve crimes.

Mayor Barron stated that the March 14 comment had been raised several times and noted that the item did not appear on the warrant register until the June meeting.

Mayor Barron explained that the City Council and City Auditor do not see an invoice when it is first submitted to or received by the Finance Department. Instead, the invoice follows the City's standard payment-review process, which occurs every two weeks, and it was flagged for review at that time. He stated that the contract should be terminated and that other solutions should be identified for the Police Department.

Council Member Hurtado stated that all departments are responsible for finding solutions to challenges, whether through grants for street repairs or other resources, and that the Police Department faces the same responsibility.

Council Member Hurtado stated that the City Manager has received direction and that the Flock system would be discontinued. He also noted that an item regarding the Values Act would be placed on a future agenda.

Mr. Houston stated received and filed.

2
PRESENTATION CONT'D

Mayor Barron clarified that by receiving and filing the item, the City Council had provided directions to the City Manager and staff on how to proceed.

Council Member Avalos asked City Attorney regarding Government Code 54954.2 regarding the next two items.

Special Legal Counsel Hardwick stated that the items were presentations to the City Council and that staff believed the agenda's descriptions were clear. He noted that some may have found them unclear, but no Council action was needed on either item.

Vice Mayor Rios questioned all three items or was it just referring to the following two items.

Special Legal Counsel Hardwick replied stating items two, three, and four.

Mayor Barron asked City Manager to offer some clarity regarding the direction given.

Mr. Houston stated that he would take the Council's direction under advisement. He explained that renewal of invoices under $50,000 falls within his authority and that, based on the direction provided, the invoice will not be renewed.

RECESS

The City Council recessed at 8:57 p.m., and reconvened at 9:06 p.m., with all Members of Council present.

3
PRESENTATION

The City Council received and filed the Sunset Clause Discussion Presentation.

Mr. Houston stated that this item was brought forward as a request by a Council Member with a second to discuss the concept of a sunset clause when it was in concerning the Utility Users Tax Ballot Measure. This is a presentation, not a decision. Staff will present information about what a sunset clause is, how it works, when it's used predominantly, impacts it can have, the types of practices done in other communities, and then allow for any discussion or direction that might come from that discussion. He will have Luis Frausto, Director of Administrative Services, give the presentation.

Mr. Frausto gave the presentation.

3

PRESENTATION CONT'D

Mayor Barron asked if anyone in the audience or on Zoom wished to speak on this item.

Yansi Lopez, who runs a family business and co-runs the grassroots organization South Gate Times, supported adding a sunset clause to the UUT, stating that it should have been discussed from the beginning and should last no more than 10 years. She questioned why residents should approve a tax with no end date, cited concerns about City spending and public distrust, and said a sunset clause would protect residents while allowing future voters to decide whether the tax remains necessary.

Carolina supported adding a sunset clause to the proposed UUT, stating it would provide accountability, allow voters to review the tax's effectiveness, and prevent it from becoming permanent without public approval. She urged the City to improve transparency through budget workshops, town halls, regular financial updates, and more opportunities for resident input before major decisions are made.

Robin Logan, a South Gate resident, stated that residents can use Proposition 218 to place tax changes on the ballot. She opposed adding a sunset clause to the UUT, citing repeat election costs, and urged residents to educate themselves using reliable information.

ZOOM

Liz Ruiz is not in favor of including a sunset clause. She notes that developing the UUT has already required a significant amount of work, time, and community engagement, including numerous community and town hall meetings. She recognizes that there can always be additional outreach but also acknowledges that the Mayor and other city officials have participated in many of these meetings and one-on-one conversations with community members, and that substantial outreach has already taken place.

She also points out that there is no guarantee that UUT will ultimately pass. Given that uncertainty, she questions the rationale for adding a sunset clause before the measure has even been approved.

Additionally, she questions how many of the individuals proposing a sunset clause would actually be eligible to vote on the measure, noting that some may not reside in South Gate and therefore may not be able to vote in the election.

Finally, she emphasizes the impact the current situation has already had on the city, including the loss of valuable staff. In her view, the City has already invested considerable time and resources in this process, and adding a sunset clause could create further uncertainty around an issue that has already required substantial community engagement and staff effort.

3

PRESENTATION CONT'D

Mario Dominguez expressed opposition to the sunset clause and asked what staff's recommendation was regarding this item.

Robert Montalvo expressed support for the sunset clause and stated that he believes the UUT will not pass.

Michelle Montes expressed support for the UUT and the sunset clause. She asked what the city is doing to generate additional revenue so that a sunset clause would not be necessary.

Thomas Buckley stated that he believes the UUT will keep the city financially stable for only a few years.

Having no one else come forward, Mayor Barron closed the audience portion.

Vice Mayor Rios stated that he made a motion to add this item to the agenda, which was seconded, in response to a request from the community. He wanted the community to understand what is involved. He expressed support for including a sunset clause but was uncertain whether his colleagues would support it.

Vice Mayor Rios questioned the credit rating reported by Mr. Frausto.

Mr. Frausto stated that the bond advisors and rating agencies are very clear that they are looking for stability in revenue.

Council Member Avalos asked about adding parameters to the Utility Users Tax (UUT), including a sunset clause.

She specifically asked how many signatures voters would need to seek repeal of a sales tax or UUT in South Gate.

Mr. Frausto responded that, under his understanding Proposition 218, a repeal petition would require signatures from 5% of the registered voters who voted in the last gubernatorial election.

Council Member Avalos then asked what percentage is required for a measure to pass.

Mr. Frausto answered 50% plus one.

Council Member Avalos subsequently raised the possibility of using a bond specifically for roads and sidewalks, rather than relying solely on a UUT with additional restrictions.

3

PRESENTATION CONT'D

Council Member Hurtado stated that he had given considerable thought to the issue and that nothing has changed regarding the misspending. He noted that South Gate is one of the few cities that does not have a Utility Users Tax (UUT) and has managed to operate without one. He added that cities with a UUT are also struggling financially and are having to consider additional taxes.

Council Member Hurtado asked Mr. Houston to speak about whom he has contacted regarding potential investment opportunities in South Gate.

Mr. Houston stated that Community Development Director Gabe Perez, city staff, and he has been actively reaching out to potential developers and businesses to explore new development opportunities in the city. Over the past several years, the city has contacted a number of developers and businesses, including representatives of Costco. Mr. Houston noted that the city reached out to Costco approximately six months ago, prior to Costco's final agreement with the City of Downey, to determine whether the company would consider locating in South Gate. He explained that South Gate has a larger parcel north of Schultz Steel that could potentially accommodate Costco; however, Costco prefers a location directly along Firestone Boulevard rather than a site located behind the corridor.

Mr. Houston also reported that significant work is underway to facilitate the potential development of a Chick-fil-A on the east side of Firestone Boulevard. In addition, a development group has expressed interest in establishing a food hall complex on Tweedy Boulevard.

Mr. Houston further stated that the city is conducting land-use studies and considering potential code changes that will be presented at an upcoming City Council meeting. The proposed changes are intended to identify ways to attract certain types of development while potentially discouraging other types of development.

As part of these efforts, the city is also working closely with Metro regarding future transit-oriented development opportunities. Mr. Houston noted that a Metro station is planned at Firestone Boulevard and Atlantic Avenue as part of the new Metro line. He stated that, over the past two years, he has participated in at least 15 meetings with Metro developers and various grant organizations regarding updates to the city's specific plan and strategies to attract new businesses and development around the future station area.

Council Member Hurtado mentioned several empty lots that the community would like to see developed for retail. However, the City is required to prioritize housing on certain properties due to applicable housing requirements.

3

PRESENTATION CONT'D

Mr. Houston stated that there is significant pressure to develop housing. He noted that a large vacant lot located at Tweedy and Atlantic has remained undeveloped for approximately 20 years. Mr. Houston said he communicates with the property owner approximately every two months to request updates regarding the property's future.

Council Member Hurtado asked Mr. Houston to discuss the possibility of gas stations at Sam's Club.

Mr. Houston stated that he has had discussions with the Sam's Club property owner regarding the property's future and ways the City may be able to support potential development. He noted that nothing has been finalized at this time and that there is no additional information he can share.

Council Member Hurtado noted that he has known Michelle Montes for many years and that her question, "What are we doing?" has not really been answered. He suggested that, at some point, staff provide a brief presentation to explain the situation and potential next steps.

Council Member Hurtado also raised concerns regarding the Street Light and Landscaping Fund. He asked when the fund began operating at a deficit, noting that the associated rate or assessment has not been updated for approximately 30 years. He stated that the City does not control the costs associated with the fund and expressed concern that the financial shortfall will continue to grow. He noted that the fund is approximately $2 million underwater this year.

Mr. Frausto confirmed, "yes."

Mr. Houston also confirmed, "Yes," and explained that staff are finalizing the numbers. He stated that the matter could be brought back at a later date to discuss another revenue source that has not yet been utilized.

Council Member Hurtado stated that he believes sunset clauses can serve a purpose in certain circumstances. He suggested that the City could consider implementing a revenue-generating measure with a sunset clause, with the goal of raising funds to restore and bring the courthouse building back to life.

He further also asked whether the city anticipates that any of the four factors contributing to the additional $11 million in expenditures could eventually go away.

Mr. Houston responded that anything is possible, but not in the short term, noting that there are numerous variables involved. He explained that the

3

PRESENTATION CONT'D

City's financial presentation, forecasts, and spending decisions are discussed at public hearings, where the City Council and community have opportunities to review the information. He added that, if anyone questioned whether these issues had been discussed, the City had held more budget hearings and more detailed discussions about individual expenditures and where funds are allocated during the past year than any city he had encountered during his career. He also noted that he had spoken with members of the community regarding the allocation of funds.

Council Member Hurtado clarified that he does not see a need for a sunset clause in this particular case. In response to Councilwoman Avalos' comment, however, he explained that placing such a measure on the ballot through a citizen initiative would require signatures from 5% of the voters who participated in the most recent gubernatorial election.

He further explained that such a process would not necessarily be required if, two or three years from now, the city determines that additional revenue is no longer needed. In that circumstance, if a majority of the City Council supports placing a measure on the ballot to reduce or eliminate the taxes, the taxes could be reduced or removed through that process.

Vice Mayor Rios asked to discuss Plan Two, the five-year fiscal review requirement.

Mr. Houston stated that the City Council can determine at any point whether it wants to review the city's finances. The city adopts a budget every year in the spring. However, a resolution could provide greater certainty by requiring a specific review of the city's revenues.

Staff are proposing a five-year timeframe because, if the measure is approved in November, it will take approximately six months before the revenue begins coming in. It would then take about two years for the city to have sufficient data to understand what revenue it is receiving. Assuming the city receives the anticipated revenue, staff estimates it could take approximately four years to backfill the reserves that were spent. By the fifth year, the city will reach a point where the financial picture is more stable.

At that point, the Council could assess revenues and expenditures. The resolution would require the Council serving five years later to hold a public meeting to discuss the state of the city's finances and determine whether to review the UUT and potentially place a ballot measure before voters to adjust or end it.

The resolution would require only three Council members to initiate the process and would create a requirement for a future Council to hold the

3
PRESENTATION CONT'D

meeting. It would not automatically terminate the ballot measure, nor would it predetermine what the future Council would decide. Rather, it would provide the community with assurance that the issue would continue to be reviewed. While the Council could discuss the matter at any meeting, the resolution would guarantee that a specific meeting would take place.

Vice Mayor Rios asked about a three-year compromise.

Mr. Houston stated that a review could be conducted at any time. He explained that staff's preference for a longer timeframe is based on the need to have a sufficiently accurate data set when making difficult decisions about the future.

Vice Mayor Rios stated that he did not see sufficient support for the sunset clause but indicated that he would support at least a three-year comprehensive-review resolution to begin evaluating the financial numbers.

Mr. Houston stated that if there was no Council support, the matter would not be returned for further action. If there was support, however, Council could provide direction that day. Staff would then take the matter back to the next meeting or within the following few meetings with a proposed draft resolution. There was no timeline tied to the ballot date at that point. The Council would ultimately vote on the draft resolution and determine what action, if any, to take.

Mayor Barron asked a follow-up question regarding Option No. 2 and whether adopting a resolution would have any negative impact on the City's credit rating.

Mr. Frausto replied that it would not.

Mayor Barron echoed a Council Member's comment that the City does a very good job with its budget meetings and public presentations.

Mayor Barron stated that, if a formal resolution process is needed, he viewed it as a good compromise to identify a future date when the matter could be brought forward for discussion, and the City could present its total revenue information to the public.

Mr. Frausto stated that staff could work out the details internally. He explained that he envisioned a public hearing focused on the City's finances over approximately five years, providing an overview of where the city started and where it currently stands. He stated that the discussion could then focus on the amount of UUT revenue received year-over-year

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PRESENTATION CONT'D

and the associated trends. The City Council could then discuss whether the UUT rate should remain unchanged or be removed.

Mayor Barron recommended that the meeting be held prior to that year's budget meeting.

Mr. Houston said the preliminary discussion was expected around late February or early March. The timing was intended to give the city enough information from the previous year to understand the fiscal situation. Still leave enough time in the spring (April–June) to adjust the upcoming budget if the Council decided to place a future ballot measure involving the UUT. If the UUT were reduced, the city would need to reduce or otherwise adjust its budget accordingly. Staff could return with a specific proposal if the Council directed them to do so.

Mayor Barron recommended conducting the five-year fiscal review required by the accountability resolution.

Mr. Frausto emphasized that the public would not have to wait five years for information about the UUT. According to him, staff would provide updates through the midyear report, during the annual budget process, and ultimately through the more comprehensive five-year presentation.

Council Member Hurtado asked Vice Mayor Rios whether he was comfortable with the five-year recommendation.

Vice Mayor Rios thanked everyone for the discussion and indicated that he was comfortable with the recommendation.

Council Member Avalos asked whether a resolution could be prepared regarding Measure P.

Mr. Houston stated that the resolution could include whatever language the Council desired. He explained that the discussion to date had focused on reviewing the UUT and assessing revenues received through the General Fund. He noted that the Council could choose to review Measure P, the UUT, or other revenue sources, and that the discussion did not have to be limited to a single item. The broader discussion could address overall revenues and expenditures and how the Council wished to make decisions regarding the items it chose to review.

Mayor Barron asked Council Member Avalos to elaborate on her proposal.

Council Member Avalos stated that the Council is discussing a resolution regarding the UUT and that she believes the community has "spoken loud and clear." She said there is a lack of trust and that residents do not trust

3

PRESENTATION CONT'D

the Council with additional funding. However, she noted that including a sunset clause could provide reassurance to the community. She acknowledged that a sunset clause would not guarantee passage of the measure, and if the measure does not pass, the discussion and resolution would be moot.

Council Member Hurtado added that, in the State of California, there is currently no cap on sales tax, although one could potentially be established in the future. He noted that, following the most recent vote by Los Angeles County supporting a half-cent sales tax increase, the City of South Gate's sales tax rate will be 11.25%, of which the city will not receive any revenue. He stated that if the City reduces its sales tax and a cap is subsequently established, the City may not be able to restore that revenue source, resulting in a permanent loss of revenue.

Vice Mayor Rios reminded the Council that the city has a Citizens Budget Committee and stated that, with that committee in place, he was supportive of the approach.

Mr. Houston stated that staff had not been directed to prepare or return with language for a sunset clause to modify the ballot measure language previously approved by the City Council. Therefore, the ballot measure will remain unchanged and will be submitted to the Registrar by the August 7 deadline.

Mr. Houston further explained that, at a future meeting, staff will present draft language for a resolution establishing a date, to be developed in coordination with the Finance Department, within the five-year term of the UUT. This resolution would call for a public hearing to review the City's financial status, including revenues received, expenditures, and future projections. Based on that review, the City Council may evaluate whether to adjust, maintain, or discontinue the UUT. Any such action would require placing a ballot measure on a future ballot, which staff would return with for final Council consideration.

Mayor Barron stated, "yes."

DEVIATE FROM THE AGENDA

At this time, there being no objections, Mayor Barron stated that item 4 would be considered after the Consent Calendar.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

Robin Logan, a South Gate resident, comes to Council in regard to safety overall of our residents. We have individuals in the city that are driving without a valid driver's license. She knows that for a fact because was hit

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

on June 30th and her car now has possibly over $3,000 worth of damage. She thinks it would be very wise and valuable to South Gate residents whether they are documented or not to understand our laws and how to drive. She also noted that there was no sign stating freeway entrance only. She recommends the city invest in more drones for the 4th of July.

Yansi Lopez, South Gate business owner, stated that on Firestone Place and Mason, near railroad tracks, they have been having an ongoing problem of people going and dumping trash. She also mentioned that corner is unsafe for a lot of drivers and pedestrians.

ZOOM

Mario Dominguez, a South Gate resident, instructed, ordered and demanded City Council to place on the agenda for the next City Council Meeting term limits. He is asking Mayor Barron and Vice Mayor Rios not to run for office. He stated the following cities Bell Gardens has three term limits, Commerce has three term limits, Cudahy has three term limits, Downey has two, Huntington Park has four term limits, and Lynwood has two term limits.

Liz Ruiz, a South Gate resident, commended park staff and city staff on the 4th of July events at the park. She does agree with Mr. Dominguez regarding term limits.

Robert Montalvo, a South Gate resident, liked the discussion on the UUT. He too agrees the city should have two or three term limits. He asked the Chief of Police for an update regarding a 13-year-old that went missing on June 27th.

Thomas Buckley, a South Gate resident, has not heard of any discussions in the event the UUT does not pass.

Ana Elizarraras, Executive Director for the South Gate Chamber of Commerce, mentioned a great program happening in the city called One Community, One Game, One Goal. She thanked Mayor Barron for the initiative. She reminded the community to turn in their scorecard at city hall or Chamber of Commerce for a ticket. The campaign ends on July 19th.

EMAIL

Robert Herrera requesting the City Council place term limits on the ballot. Expressing support for limiting Council Members for two- or three-year terms to prevent career politicians.

Yazmin Gasca submitting a formal complaint alleging the city improperly approved a structure at 8970 San Antonio Avenue and raised concerns regarding firefighter and emergency access. Fire code compliance and the

EMAIL CONT'D

city's building approval process. She requested a formal investigation, a written response with supporting documentation, and expressed concerns that her PRA request submitted on April 14th remains unanswered.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Director of Public Works/Assistant City Manager Arturo Cervantes had no report.

Director of Parks & Recreation Tina De La Rosa congratulated Lisa Munos, Recreation Coordinator, on being awarded a $15,000 AARP grant. The grant will be used to create a digital connection lab for the seniors which is a dedicated computer lab and learning space at the Senior Center. She thanked Public Works, Police Department and Parks & Recreation team for putting on a great 4th of July event.

She mentioned the carnival brought in approximately $20,000 which helped pay for the fireworks show. Also, for the July parks program is going very well. They had around 40 to 50 kids and families showing up daily. Tomorrow is water baseball and Saturday, July 18th, is the fifth annual fun run event. The upcoming event is the Concert in the Park on July 30th. On August 1st is the Family Camp Night. On July 27th, the fitness team is hosting a survival challenge boot camp.

Director of Community Development Gabriel Perez stated the Planning Commission recently approved a Conditional Use Permit for Enterprise Rental at 3705 Firestone Boulevard.

Director of Administrative Services Luis Frausto heard during public comments about a concern or question regarding the warrant run and seeing things like child support or garnishments. He explained that the city is required by law to take that money from staff's checks, and then the city cut the check to the institution where that garnishment is to be paid. So, the city serves as the middle person. It is not city funds being used.

Director of Human Resources John Hamilton had no report.

Police Chief Manny Arana stated regarding the question of the missing juvenile, the police did put out a post and it's still open the 13-year-old female juvenile missing from June 27th has been returned home.

City Manager Rob Houston had no report.

Special Legal Counsel Craig Hardwick had no report.

City Treasurer Jose De La Paz stated on the topic of future term limits, that has been an active conversation, a topic that various business owners and community members have reached out to him, not the community

REPORTS AND COMMENTS FROM CITY OFFICIALS
CONT'D

members that spoke tonight, there is momentum on signature gathering process and how the community can place it on the ballot in the near future 2027/28. He stated his support to those community members regarding future term ballot measures as well.

City Clerk Yodit Glaze reminded the public that the nomination period for November 3, 2026, Municipal Election is now open. The nomination papers are available at the City Clerk's Office. We have two Council Members seats, a City Clerk's seat and City Treasurer seat. The nomination period closes Friday, August 7th at 5:30 p.m., and although city hall is normally closed on Fridays, City Clerk's Office will remain open from 7:00 a.m. to 5:30 p.m. to accept any nomination papers.

Council Member Avalos stated that in accordance with AB 1234, she attended Vector Control meeting last week. She has been forwarding it over to City Manager because we have had several cases of the West Nile Virus in Paramount and other surrounding cities. She agrees to term limits, but not just three to four term limits. She thinks three limits are reasonable and districts. The City of Huntington Park is having district elections, because the city has been divided. She hopes everybody had a safe 4th of July. She thanked Tina De La Rosa for her hard work as well as all of staff, Police and Public Works Departments.

Council Member Davila had no report.

Council Member Hurtado had no report.

Vice Mayor Rios reported that last week Mama Maloney of Maloney Meats passed away. She turned 100 years old a couple of weeks ago. He was in Hollydale this past weekend and ran into several people out there and one of the concerns is that the parking lot is closed on Saturday and Sunday. He asked Ms. De La Rosa to elaborate on why it's closed.

Ms. De La Rosa stated that this was a decision made by both her predecessors during spring and summer seasons. We are inundated with a ton of illegal car shows that come and have not paid for any permits to be out there. They don't have any insurance to be out there. And they set up jumpers, have food trucks and a lot of activities. She mentioned that a couple of times AYSO soccer had asked that the city open the parking lots for a couple big tournaments they had. They were informed the city would open the parking lots but that potentially they might not have parking because if the car shows come in before their teams come in that they were not going to have parking anyways.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Vice Mayor Rios is concerned about the seniors that don't have air conditioning to use and asked to have options if it gets certain heat so that the community has a place to go during peak hours.

Vice Mayor Rios informed Mr. Cervantes about the lights on Lincoln and Harding are off.

Mr. Cervantes stated the maintenance crew is short staff, and one position was cut from the budget. The city has had multiple events of vandalism and wire theft. The city has a crew actively working on the lights.

Mayor Barron attended the LA County Sanitation District meeting, and we were informed they were going to start the construction on Atlantic and Firestone. He knows it was posted on the city's social media just as a notice overnight.

Mayor Barron thanked Ms. De La Rosa for the great fireworks show and Mr. Cervantes' staff for closing off the area and making it safe for cars to exit.

CONSENT CALENDAR

Agenda Items 5, 6, 7, 8, and 9 were approved by motion of Council Member Davila and seconded by Vice Mayor Rios. Items 6, 7 and 8 were pulled for separate discussion.

ROLL CALL: Council Member Avalos, yes (was recused from voting on item 5 and voted no on items 7, 8 & 9); Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes (was recused from voting on item 5); Mayor Barron, yes.

5

LICENSES & PERMITS

The City Council waived the reading in full and adopted Ordinance No. 2026-05-CC entitled Ordinance of the City Council of the City of South Gate, California, granting a five-year franchise agreement to Torrance Pipeline Company, LLC, with an automatic five-year extension unless the City provides notice of termination, for the use, maintenance, repair, and replacement of one existing pipeline beneath designated public streets together with related appurtenance for the transmission and distribution of oil and oil products during Consent Calendar.

6
SUBDIVISIONS

The City Council unanimously approved items A & B during Consent Calendar:

a. Resolution No. 2026-36-CC entitled Resolution of the City Council of the City of South Gate, California, approving Final Parcel Map No. 84195 for the subdivision of the property located at 3001 Glenwood Place into two separate parcels, in accordance with the Subdivision Map Act and applicable State law; and

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

7
PERSONNEL RECRUITMENT & SELECTION

The City Council adopted Resolution No. 2026-37-CC entitled Resolution to approve the elimination of the full-time Risk Manager position and the full-time Risk Management Office Specialist position in the Human Resource Department from the City's Consolidated Salary Schedule and to approve the addition of the full-time Human Resources Associate position in the Human Resources Department to the City's Consolidated Salary Schedule during Consent Calendar.

8
WASTEWATER MGMT

The City Council approved items A & B during Consent Calendar:

a. Amendment No. 2 to Contract No. 2022-63-CC with John L. Hunter and Associates, Inc. to extend the contract term one year to continue specialized management services of the NPDES Program, in an amount not to exceed $111,643; and

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

9
COMMERCIAL ASSESSMENT DISTRICTS

The City Council approved items A & B during Consent Calendar:

a. Agreement (Contract No. 2026-49-CC) with the South Gate Chamber of Commerce for promotion of community activities in Fiscal Year 2026/2027 in the amount not to exceed $25,000; and

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

4
PRESENTATION

Fingerprinting Requirement Discussion for City Officials:

City Manager Houston explained that the item is a request to explore the idea of fingerprinting - specifically the live scan process, which includes fingerprinting and checking police databases for any criminal records. He noted that all City employees, full-time and part-time, already undergo this process. The purpose of the presentation is to outline what the City can and cannot do regarding live scans, including the rules that apply to elected officials, commissioners, and potential options the Council may consider. He then asked Human Resources Director Hamilton to present the information.

John Hamilton, Director of Human Resources, gave the presentation.

City Manager Houston stated that the city cannot impose any additional requirements on an elected official's application; that authority rests with the state. Staff do not have the ability to enforce such requirements. Even if staff added a question to the candidate's application, it would not be enforceable.
He also noted that appointed officials currently are not required to complete live scan or fingerprint background checks, although all staff members are. If there is interest in changing that policy, there is a pathway to do so, and staff could bring back a proposal for future consideration.

Mayor Barron asked if anyone in the audience or on zoom wished to speak on this item.

ZOOM

Mario Dominguez stated that if individuals working inside City Hall are required to complete the fingerprinting process, City Council Members should not receive an exemption. He also asked whether the restraining order judgment against him would preclude or prevent him from serving as a commissioner.

Robert Montalvo expressed concern that this agenda item has no description or supporting content.

Liz Ruiz questioned, "wouldn't passing this item fix the problem if there is somebody who has done something sitting in a commission?

Thomas Buckley stated that Council Member Hurtado has a commissioner that committed assault and battery upon another city employee.

Having no one else come forward, Mayor Barron closed the audience portion.

4

PRESENTATION CONT'D

Council Member Hurtado requested that this item be placed on the agenda. He noted that there is currently no policy in place addressing this matter. His interest was prompted by a situation in Fresno involving an individual running for office who was a registered sex offender. Council Member Hurtado is proposing that elected officials take a pledge to be fingerprinted. He stated he would be the first to do so. He clarified that the purpose of the fingerprinting is to identify serious offenses such as child abuse, sexual harassment, moral aptitude concerns, and domestic violence. He shared that he has previously completed live scan fingerprinting four times in his roles as a federal employee, youth program volunteer, after-school program volunteer, and high school coach.

City Treasurer De La Paz is more than happy to go through a full live scan and publish that publicly.

Council Member Hurtado believes this requirement should be built into the nomination process.

Vice Mayor Rios asked why the state would reject such a requirement.

Council Member Hurtado explained the state found it "too broad."

Mr. Hamilton explained that the initial Department of Justice (DOJ) background check provides information on past convictions. After that, the DOJ's ongoing monitoring system reports any new arrests and subsequent convictions. Once an employee or commissioner leaves the City, the City submits the required documentation to the DOJ to terminate the continuous monitoring.

Vice Mayor Rios expressed concern about young individuals who may have minor incidents in their past and how those could appear in the background results.

City Clerk Glaze noted that in 2022 she discussed this matter with former City Manager Chris Jeffers, who informed her that she was not required to be fingerprinted. She stated she would be willing to comply if needed.

Council Member Hurtado noted that he believed all individuals had already been fingerprinted, as he had completed the process at the Police Department.

Mayor Barron agreed that some form of screening should be required, particularly for commissioners.

Mayor Barron also referenced issues in other cities where Council Members were unable to provide proof of residency. He suggested

4

PRESENTATION CONT'D

exploring whether the City Clerk's Office could implement a certification or verification process to confirm that Council Members reside within the city.

Council Member Hurtado stated that the Council votes on agenda items, and members may recuse themselves when appropriate. He said that there should be a requirement stating that if a Council Member moves residences but continues living within the city, they must update their address within 30 days.

Council Member Avalos commented on the discussion regarding live scan requirements. She noted that as an educator she undergoes live scanning, and several of her commissioners, many of whom are teachers, are also subject to live scan procedures. She stated that while the Council may choose to pursue this direction if it is the will of the majority, she herself does not support it at this time. She added that if this were considered a significant issue, it might have been addressed many years earlier rather than now. Council Member Avalos acknowledged recent concerns regarding an individual in Fresno running for office despite having a criminal record. She explained that if legislative changes occur, the city would be obligated to comply, but until then she will maintain her reservations.

She also addressed public comments questioning her residency, noting that such information can be easily verified and expressing disappointment in the circulation of those claims. She voiced support for establishing Council districts, explaining that doing so would require each Council Member to reside within their designated district in order to represent it.

City Manager Houston outlined the administrative actions that staff are legally authorized to undertake. These include researching whether other municipalities provide any additional verification or certification related to state-mandated requirements for elected officials, such as address verification. While staff may examine existing practices in other jurisdictions, they are not permitted to create new requirements.

Additionally, staff may develop a potential policy regarding Live Scan background checks for commissioners and prepare a draft framework identifying disqualifying convictions for future Council discussion. A voluntary pledge for elected officials may also be explored; however, such a pledge would fall outside staff's administrative authority.

Mr. Houston further clarified that Live Scan results are not public records. Should an elected official complete a Live Scan, disclosure of that information would be at the individual's discretion.

4
PRESENTATION CONT'D

Council Member Hurtado inquired whether, despite the lack of authority to mandate Live Scans, a question pertaining to Live Scan completion could be incorporated into candidate nomination papers, allowing candidates to respond yes, no, or leave the answer blank.

Mr. Houston advised that this matter should be referred to City Attorney Salinas for legal review and clarification.

RECOMMENDATIONS AND REQUESTS

10
WARRANTS

The City Council unanimously approved the Warrant Register for July 14, 2026, by motion of Council Member Hurtado and seconded by Council Member Davila.

Total of Checks:	$ 13,563,456.64
Less: Voids	$ (8,323.52)
Less: Employee Payroll Deductions	$ (1,064,285.83)
Grand Total:	$ 12,490,847.29

Cancellations: None

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

ADJOURNMENT

Council Member Hurtado unanimously motioned to adjourn the meeting in memory of Lorenzo Salgado Araujo and John Sebastian Durán Guerrero two undocumented individuals that lost their lives recently and Theresa Rose "Mama" Maloney of Maloney Meat Company at 12:12 a.m. and seconded by Council Member Davila.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, JULY 28, 2026

CALL TO ORDER Joshua Barron, Mayor called a Special City Council Meeting to order at 5:00 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Gil Hurtado and Council Member Maria Davila; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

EXCUSED/ABSENT Council Member Maria del Pilar Avalos

OPEN SESSION

1
PERSONNEL RECRUITMENT & SELECTION The City Council received and filed a presentation of the newly promoted Director of Parks & Recreation promoted June 28, 2026.

2
MUNICIPAL CODE ADMIN The City Council received and filed an update on a work program to update the Municipal Code Title 11 (Zoning), prior to staff returning with a formally drafted ordinance for Planning Commission recommendation and City Council Consideration.

CLOSED SESSION The Council Members recessed into Closed Session at 6:22 p.m. and reconvened at 6:40 p.m. with four (4) 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. Nandino v. Nandino (City of South Gate as Intervener)
b. Emmanuel Carrera Ruedas v. City of South Gate, et al.

Item 1(a) is a family law dissolution proceeding. The City of South Gate was brought into this because it has an interest in real property that is the subject of a divorce between Nandio's. This item is also listed in the open session as Item No. 8 in tonight's Council Meeting and the city will be asked to decide about entering into a stipulation releasing the deed of trust. There was no reportable action taken.

Item 1(b) is a fall on a city sidewalk. Mr. Ruedas was riding his bicycle. There was a presentation made by the City Attorney. On a motion made by Council Member Hurtado and second by Councilwoman Davila, and on vote of 4-0, City Council authorized the defense by the City Attorney.

ADJOURNMENT Council Member Hurtado adjourned the meeting at 6:43 p.m. and seconded by Council Member Davila.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, JULY 28, 2026

CALL TO ORDER Joshua Barron, Mayor called a Regular City Council Meeting to order at 6:43 p.m.

INVOCATION Tina De La Rosa, Director of Parks & Recreation

PLEDGE OF ALLEGIANCE Destiny Rivera, City Attorney Guest and South Gate resident

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Gil Hurtado; and Council Member Maria Davila; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

ABSENT/EXCUSED Council Member Maria del Pilar Avalos

DEVIATE FROM THE AGENDA At this time, there being no objections, Mayor Barron stated that item 10 would be considered out of its regular agenda order.

10
LAW ENFORCEMENT The City Council approved by Council Member Davila and seconded by Council Member Hurtado:

a. Accepting and ratifying receipt of a private donation in the amount of $20,000 from Mr. Ronald Loynds for the purchase and training of a K9 and recognizing the donation as revenue in the Fiscal Year 2026-27 Budget;

b. Amending the Fiscal Year 2026-27 Budget by appropriating $20,000 for the purchase and training of a K9 (100-502-21-9005 ($8,500) and 100-502-21-6340 ($11,500)), funded by the $20,000 in donation revenue; and

c. Ratifying the purchase and training of the Police Service Canine from Gold Coast K9 Services, LLC in the total amount of $20,871.25, as reflected in Invoice No. SGPD-38 (Attachment A).

ROLL CALL: Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, excused/absent.

PUBLIC HEARINGS

1
COMMUNITY DEV/ HOUSING

Following the conclusion of the Public Hearing, the City Council considered adopting a Resolution for City of South Gate Participation in the Statewide Community Infrastructure Program Community Infrastructure Program of the California Statewide Communities Development Authority was continued to the City Council Meeting of August 11, 2026, was approved by motion of Council Member Hurtado and seconded by Vice Mayor Rios.

ROLL CALL: Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, excused/absent.

REPORTS AND PRESENTATIONS

2
LAW ENFORCEMENT

The City Council approved items A, B & C by motion of Council Member Davila and seconded by Council Member Hurtado:

a. Authorized utilization of the 2026-2027 Cannabis Tax Fund (CTF) Grant funds in the amount of $98,790 for overtime, training and equipment;

b. Amended the Fiscal Year 2026/27 Law Enforcement Grants Fund Budget by appropriating $23,040 for overtime salaries, $10,000 for training and $65,750 for equipment, specifically a new police motorcycle; and

c. Authorized the Chief of Police or his designee to execute the CTF Grant Agreement in a form acceptable to the City Attorney.

ROLL CALL: Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, excused/absent.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

ZOOM

Mario Dominguez stated City Manager Houston isn't getting the job done and requested that once his employment contract reaches the end allow him to seek employment elsewhere. He also stated allowing Arturo Cervantes to be the Interim City Manager while the city goes through a recruitment process for a new City Manager.

ZOOM CONT'D

Robert Montlavo stated being informed that the City Clerk has been speaking, texting or communicating about people pulling nomination papers. He stated submitting two public records requests on March 26 and May 4 and both took 30 days to complete.

He also mentioned City Council is repeatedly saying they want public input but then get upset when input is provided.

EMAILS

Claudia Rivera requesting clarification regarding an apparent city payment of more than $300,000 on Athens Waste Management. She is also requesting whether the city has a contract with the company and what services were provided. She added that the South Gate Real Talk page may be misleading, emphasizing that she is seeking an official explanation rather then making assumptions and stressing the importance of transparency regarding the significant public expenditures.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works, has nothing to report tonight.

Glenn Massey, Parks Superintendent, stated that the July Park Program is growing extremely well. The Annual Fun Run took place last weekend with over 500 runners and thanked Amazon for serving as the platinum sponsor. Yesterday, the fitness staff hosted their survivor boot camp class in the golf course with over 50 people in attendance. This Thursday is concert in the park featuring Los Del Momento. Family Camp Night is this Saturday and have 40 families participating.

Gabriel Perez, Director of Community Development, has nothing to report tonight.

Luis Frausto, Director of Administrative Services, reported that over the past six months, staff have been implementing a new payment portal through Invoice Cloud. He addressed recent online comments about the warrant run, including a claim that the City had issued a $357,000 check to Athens Services. He stated that no such check exists and that the image appears to have been AI-generated. He also clarified ongoing confusion about child support payments listed in the warrants. As he explained the previous week, these payments are part of normal payroll processing: the funds are withheld from employees' paychecks and remitted to the appropriate agency, not paid from City funds.

Jon Hamilton, Director of Human Resources, has nothing to report tonight.

Manny Arana, Chief of Police, has nothing to report tonight.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Rob Houston, City Manager, addressed several themes raised earlier in the meeting, including the City's outdated technology. He noted that the Police Department is using 30-year-old software that must be replaced at an estimated cost of at least $2 million. He also explained that the City's online bill-payment system is so outdated that it can only be opened briefly before hackers may exploit its inadequate security. As a result, the City has had to invest in a modern interface. Mr. Houston said these issues illustrate the City's broader challenges. With the new budget only 28 days old, staff plan to present department highlights at upcoming meetings, including areas where conditions have worsened, cuts have been made, and service challenges are being addressed daily.

Raúl F. Salinas, City Attorney, explained the process for conducting City Council meetings and responding to public comments. He stated that the City respects the public's right to speak on matters related to city business, including views on how the City is managed and on the work of staff and the City Manager. He noted that some listeners may interpret the Council's or staff's silence in response to criticism as agreement or confirmation that the comments are true. Mr. Salinas clarified that silence should not be understood that way. The City's practice of allowing public criticism reflects transparency and respect for democratic participation, but it does not validate the accuracy or truthfulness of every comment made. He emphasized that while speakers may sincerely hold their views, the City's silence does not mean it agrees with them. He concluded by reaffirming the City's respect for First Amendment rights and the importance of distinguishing that respect from agreement with the substance of public comments.

Mayor Barron invited the City Attorney's guest to share remarks about her internship and the projects she worked on during her time with the city.

Destiny Rivera reported that she worked on several projects with the Director of Parks and Recreation, including developing a code of conduct and safety policies for park participants and those using City programs and services. She also collaborated with the Engineering Division and Police Department.

Jose De La Paz, City Treasurer, nothing to report.

Yodit Glaze, City Clerk, clarified the process for handling Public Records Act requests and for providing information about individuals who have pulled or filed nomination papers. She noted that this information is public and that the City Clerk's Office has long followed this practice.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Council Member Davila reported that HUB Cities will conduct interviews for the Executive Director position on Thursday. She also noted that she will be out of town and unable to attend the August 11 City Council meeting.

She added that election season may bring increased negative comments and encouraged residents to pull nomination papers and run for office.

Council Member Hurtado thanked Mr. Frausto for addressing several points. He stated that an individual had been posting misinformation regarding child support and the mayor smoking a cigar. He also clarified that the City does not have a contract with Athens Services, a trash-hauling company, and instead contracts with UWS.

He asked Chief Arana to explain why the city posts notices before conducting DUI checkpoints, noting that some residents believe the city should withhold the notices so offenders can be caught.

Chief Arana stated that the Office of Traffic Safety requires the Police Department to notify residents of DUI checkpoints in order to remain eligible for grant funding.

Council Member Hurtado asked when the next DUI checkpoint was scheduled. Mayor Barron stated that it was scheduled for July 31st.

Council Member Hurtado stated that the City has dedicated staff but is losing employees to other cities due to higher pay and uncertainty about the City's financial condition. He praised City Manager Rob Houston for his experience, knowledge of the City, and ideas for improving its financial situation. He also commended Mr. Frausto for quickly understanding the City's financial challenges and making recommendations and adjustments.

Vice Mayor Rios asked City Clerk Glaze how many people were observing the Council meeting online. City Clerk Glaze reported that four people were viewing on Zoom and 28 on YouTube.

Vice Mayor Rios thanked City Attorney Salinas for welcoming Destiny Rivera, a South Gate resident and first-year law student. He also thanked staff for their work on the streetlights in Hollydale.

Vice Mayor Rios echoed Robin Logan's concern about the 710 Freeway entrance, where drivers turning left onto Imperial Highway may conflict with other turning vehicles. He asked Mr. Cervantes whether the City could address the issue. Mr. Cervantes stated that an upcoming project,

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

expected to go out to bid in a few months, would address the segment between Garfield and Atlantic.

He thanked Chief Arana, noting that a neighborhood watch meeting was held on Annetta Street the previous Sunday with approximately 25 residents in attendance and officers providing a presentation. He also mentioned that Momma Maloney had passed away shortly after turning 100, and that her services would be held Friday at St. Helen's.

Mayor Barron reported that last week he attended the LA County Sanitation meeting. They are having an event on August 1st. It's their clean and green festival at their Warren facility in the City of Carson.

Mayor Barron pointed out that we recently ended our one community, one game, one goal program in the City of South Gate. It was a small business initiative that he helped bring with the help of the South Gate Chamber of Commerce. He thanked the small businesses for partnering with the city and the community to be part of this event.

He mentioned there was still space in the JAA program for baseball and softball for this fall season. The JAA is also looking for coaches.

He is very proud of the staff and how they have been able to operate and are available to the residents and public.

CONSENT CALENDAR

Agenda Items 3, 5, 6, 7, 8, 9, 10, and 11 were approved by motion of Council Member Hurtado and seconded by Council Member Davila. Council Member Davila motioned to approve item 4 and seconded by Mayor Barron. Item 3 was pulled for separate discussion.

ROLL CALL: Council Member Hurtado, yes (was recused from voting on item 4); Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, excused/absent.

3
ELECTION ADMIN

The City Council adopted Resolution No. 2026-38-CC entitled Resolution of the City Council of the City of South Gate, California, establishing a Five-Year Fiscal Review and Accountability commitment in connection with the Utility Users Tax measure at the November 3, 2026, General Municipal Election during Consent Calendar.

4
STREETS/SIDEWALKS/
LANDSCAPING

The City Council approved items A, B & C during Consent Calendar:

a. Amendment No. 1 to Contract No. 2026-28-AC with HDR to fund additional professional services for Active Transportation Program Cycle 8 Grant Application Support Services, for a not to exceed amount of $11,899;

b. Appropriated $11,899 in Measure R funds to cover for the Active Transportation Program grant application; and additional support services; and

c. Authorized the Mayor to execute Amendment No. 1 in a form acceptable to the City Attorney.

5
COMMUNITY DEV/
HOUSING

The City Council approved items A & B during Consent Calendar:

a. Amendment No. 4 to Contract No. 2022-85-AC with BDO, to continue providing as-needed accounting and financial services to the City of South Gate Housing Authority (SGHA) retroactive to July 1, 2026, through June 30, 2027, in an aggregate amount not to exceed $125,000; and

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

6
WATER

The City Council approved items A & B during Consent Calendar:

a. Agreement (Contract No. 2026-53-CC) with General Pump Company, Inc., to perform well maintenance services on an as-needed basis, for a three-year term with two optional one-year extensions, in an annual amount not to exceed $100,000 for a total of $300,000 for the initial three-year term; and

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

7
PUBLIC WORKS/
ENGINEERING ADMIN

The City Council approved items A & B during Consent Calendar:

a. Professional Services Agreement (Contract No. 2026-54-CC) with Willdan Engineering to provide program and contract management support services for the Public Works Department, Field Operations Division, for a one-year term, effective July 1, 2026, through June 30, 2027, in an amount not to exceed $163,200; and

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

8
DEEDS & EASEMENTS

The City Council approved items A & B during Consent Calendar:

a. Resolution No. 2026-39-CC entitled A Resolution of the City Council of the City of South Gate, California, approving the Substitution of Trustee and Deed of Full Reconveyance in favor of Ramon Nandino, or the person(s) legally entitled thereto, releasing the City's subordinate deed of trust lien recorded December 17, 1998, as Instrument No. 98-2288319 in the Official Records of Los Angeles County; and

b. Authorized the Mayor to execute the reconveyance; and directing that the executed and notarized instrument be recorded or released only after the city has received the payoff amount of $145,000 owed under the Nandino shared appreciation loan, in a form approved by the City Attorney.

9
PURCHASING SERVICES

The City Council approved a Purchase Order with National Auto Fleet Group for the purchase of one Chevrolet Silverado EV Crew Cab electric truck for the Parks and Recreation Department in the amount of $69,163.32 during Consent Calendar.

11
MINUTES

The City Councill approved items A, B, C & D during Consent Calendar:

a. Special and Regular Meeting minutes of May 12, 2026;

b. Regular Meeting minutes of May 26, 2026;

c. Special and Regular Meeting minutes of June 9, 2026; and

d. Special and Regular Meeting minutes of June 23, 2026.

RECOMMENDATIONS AND REQUESTS

12

WARRANTS

The City Council approved the Warrant Register for July 28, 2026, by motion of Council Member Davila and seconded by Council Member Hurtado.

Total of Checks:	$ 2,073,572.19
Less: Voids	$ (158,889.63)
Less: Employee Payroll Deductions	$ (392,137.26)
Grand Total:	$ 1,522,545.30

Cancellations: 109411, 114013, 114025, 108643, 108645, 108706, 108707, 108778, 108814, 145951, 109167, 109194, 109250, 109252, 109271, 109278, 109453, 109792, 110145, 110286, 110308, 110550, 110836

ROLL CALL: Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, excused/absent.

ADJOURNMENT

Council Member Hurtado unanimously motioned to adjourn the meeting in memory of Theresa Rose "Mama" Maloney of Maloney Meat Company at 8:27 p.m. and seconded by Vice Mayor Barron.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, AUGUST 11, 2026

CALL TO ORDER Joshua Barron, Mayor called a Special City Council Meeting to order at 5:00 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos and Council Member Gil Hurtado; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

EXCUSED/ABSENT Council Member Maria Davila

CLOSED SESSION The Council Members recessed into Closed Session at 5:32 p.m. and reconvened at 6:27 p.m. with four (4) 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. Teresa Reyes Ramirez v. City of South Gate
b. Celia Brown v. City of South Gate
c. Raul Lara / Maria Velasquez v. City of South Gate

Item 1(a) involves a claim from an accident involving a city vehicle. There was a presentation made by the City Attorney's Office. On a motion made by Council Member Hurtado and seconded by Vice Mayor Rios, and on a vote of 4-0, the City Council authorized the City Attorney and City Manager to engage in settlement negotiations in an effort to settle the case and authorized the City Manager to execute an agreement if those negotiations were satisfactory.

Item 1(b) as announced before going into closed session, the matter was tabled and there were no discussions in closed session that involved a claim of an individual who slipped on a city sidewalk.

Item 1(c) involved a lawsuit of a collision with a city vehicle. On a motion made by Council Member Hurtado and seconded by Mayor Barron, and on a vote of 4-0, the City Council approved the settlement. The amount of the settlement will be disclosed pursuant to the Brown Act.

ADJOURNMENT Mayor Barron adjourned the meeting at 6:30 p.m. and seconded by Council Member Hurtado.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, AUGUST 11, 2026

CALL TO ORDER	Joshua Barron, Mayor called a Regular City Council Meeting to order at 6:30 p.m.
INVOCATION	Tina De La Rosa, Director of Parks & Recreation
PLEDGE OF ALLEGIANCE	Manny Arana, Chief of Police
ROLL CALL	Yodit Glaze, City Clerk
PRESENT	Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos and Council Member Gil Hurtado; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas
ABSENT/EXCUSED	Council Member Maria Davila

PUBLIC HEARINGS

1
COMMUNITY DEV/ HOUSING

Following the conclusion of the Public Hearing, the City Council considered adopting a Resolution for City of South Gate Participation in the Statewide Community Infrastructure Program of the California Statewide Communities Development Authority was continued the public hearing to the City Council Meeting of August 25, 2026, was approved by motion of Council Member Hurtado and seconded by Vice Mayor Rios.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Davila, excused/absent.

REPORTS AND PRESENTATIONS

2
PRESENTATION

The City Council received and filed the Investment Strategy update presentation.

3
PRESENTATION

The City Council received and filed the Finance and Human Resources Departments' budget reduction service impact update. The presentation will describe how the recent budget cuts are impacting services to our community.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

Henry Gonzalez thanked the City Manager for accepting the Rotary Club's invitation to bring the directors to speak at five different meetings regarding how the UUT will impact all departments. He encouraged staff to briefly address any minor negative impacts during the Rotary presentations. He noted that everyone is aware there may be budget reductions, employee layoffs, and service cuts. He also encouraged the group to consider the positive outcomes if the UUT passes. Mr. Gonzalez challenged other service clubs and nonprofits to attend the meetings to learn about the potential actions the city may need to take moving forward.

He introduced the President-Elect of the Rotary Club, Luis Torres.

ZOOM

Mario Dominguez stated that he was not permitted to speak on an agendized item concerning the Zoning Code and proposed changes by the city. He questioned the presence of two City parks within the Heavy Manufacturing Zone. Mr. Dominguez also stated that, during the previous two Planning Commission meetings, he submitted public comment questions directly to Mr. Perez that had not yet been answered.

Robert Montalvo addressed concerns regarding the behavior of the City Manager. He also reported that a light pole located at State Street and Tweedy Boulevard was flickering and requested that the issue be addressed.

Thomas Buckley expressed disagreement when Council Members state that the city is "doing a great job" or that "we're all doing great." He stated that the city is experiencing a fiscal crisis and expressed his belief that the Utility Users Tax (UUT) measure will fail at the ballot. Mr. Buckley encouraged the City to use grant funding to purchase handheld stop signs and yellow safety vests and provide them to schools throughout South Gate so that schools could establish parent volunteer programs to assist with crossing-guard duties.

Mr. Buckley also stated that the Brown Act requires a legislative body to allow members of the public to comment on every item on the agenda, either before or during the legislative body's consideration of the item.

Liz Ruiz stated that the volunteer crossing-guard program had been discussed on several occasions and questioned why the matter continued to be raised. She also addressed what she characterized as hypocrisy in criticizing the city based on an individual's perception of comments made by the City Manager, including his reference to certain individuals as "enemies of the city." Ms. Ruiz questioned why candidates running for office do not present ideas or solutions to address the City's challenges.

ZOOM CONT'D

She also referenced a previous speaker whom she said had circulated memes and what she characterized as false information on social media.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works, has nothing to report tonight.

Tina De La Rosa, Director of Parks & Recreation, thanked the community for coming out to participate in the inaugural summer park program throughout the month of July.

She reported that the Concert in the Park was held on July 30. The third annual Family Camp Night took place on August 1. The community also recently participated in the Eco Garden Workshop at the Urban Orchard.

Ms. De La Rosa reminded residents to save the date for the upcoming Movie at the Park event, scheduled for the end of the month at Hollydale Community Park. She also encouraged community members to sign up for the Summer Golf Tournament, which will take place on Saturday, August 30.

Gabriel Perez, Director of Community Development, has nothing to report tonight.

Luis Frausto, Director of Administrative Services, reported that the payment portal is expected to go live by the end of the month. He stated that the City Treasurer questioned whether the city had been hacked. As a general practice, staff do not disclose extensive information regarding the City's cybersecurity measures in order to protect the City and its infrastructure.

Mr. Frausto clarified that there has been no breach of the City's systems. He also reported that, over the past six months, staff have significantly strengthened the City's cybersecurity posture.

Jon Hamilton, Director of Human Services, has nothing to report tonight.

Manny Arana, Chief of Police, reported that National Night Out was held on August 4. Due to budget reductions and the elimination of the Crime Prevention position, the Police Department was unable to host the event in front of the Police Station as it had in previous years. Instead, neighborhood block captains were invited to host National Night Out events in their respective neighborhoods. Three block captains volunteered to host events at their homes.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Chief Arana publicly thanked the neighborhood block captains for volunteering to host the events and supporting the community-wide National Night Out effort.

Mayor Barron also expressed appreciation to Chick-fil-A for providing food vouchers for participants during National Night Out.

Chief Arana reported that the City's crossing guard program had been eliminated as part of the Police Department's budget reductions.

Rob Houston, City Manager, stated that the elimination of the crossing guard program was a concern. He advised that the City Council would receive additional information regarding the Police Department's budget reductions at its next meeting.

In response to a public comment regarding the possibility of using volunteers as crossing guards, City Manager Houston stated that volunteer crossing guard programs have largely been discontinued in school districts due to liability concerns. He noted that, in some instances, accidents have resulted in litigation. Staff had contacted local schools on multiple occasions regarding the possibility of the schools assuming responsibility for the program and its associated costs; however, the schools had indicated that they were not interested in doing so.

Mayor Barron stated that the City had specifically contacted the Los Angeles Unified School District (LAUSD) regarding the possibility of establishing a volunteer crossing guard program and assuming responsibility for the program. LAUSD responded that it was not interested in taking on that responsibility.

Raúl F. Salinas, City Attorney, responding to a public comment regarding receive-and-file reports, explained that such reports generally involve ministerial and administrative actions that do not include entering into new contracts or changing policy decisions. He stated that Government Code Section 54952.6 defines "action taken" under the Brown Act as a decision, collective commitment, or vote by a majority of the City Council on a proposal, resolution, order, or ordinance, and that receive-and-file reports do not fall within that definition. He further explained that public comment on receive-and-file reports is within the discretion of the City Council and is not required by the Brown Act. He noted that the City Council nevertheless provides opportunities for public comment following receive-and-file reports and before and after closed sessions as part of its efforts to maintain transparency.

Jose De La Paz, City Treasurer, thanked Mr. Frausto for his presentation and providing clarity regarding the hacking comment that was made.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Yodit Glaze, City Clerk, stated that the nomination period opened on July 13 and ended on August 7. She read the names of the qualified candidates, which are also posted on the City's website.

The qualified candidates are:

- Al Rios
- Joshua Barron
- Alan Garcia
- Edgar Pelayo
- Jimmy Ozaeta

For City Treasurer, the qualified candidate is Jose De La Paz.

For City Clerk, the qualified candidate is Yodit Glaze.

Council Member Avalos reported that, in accordance with AB 1234, she attended the Southeast Water Coalition (SEWC) meeting during the past week. The meeting is now being held in the City of Cerritos. SEWC provided a letter of support to the City of Norwalk for its application to the State Water Resources Control Board's Drinking Water State Revolving Fund. Norwalk is seeking grant funding for its wells.

Council Member Avalos noted that SEWC meetings are livestreamed on its website, where the public may also find information about the SEWC Board and the organization's work. She will attend the Vector Control meeting on Thursday.

Council Member Avalos reminded residents to eliminate standing water around their homes. The city has posted information on its website regarding West Nile virus detections in South Gate and throughout the southeast Los Angeles area.

Council Member Avalos asked Ms. De La Rosa and the City Manager whether cooling stations are available at the Senior Center.

Ms. De La Rosa responded that the city is prepared to open a cooling center if needed. Under current City policy, a cooling center may be opened when temperatures reach 95 degrees or higher for three or more consecutive days.

Council Member Avalos welcomed students back to school and noted that school begins the following day. She reminded motorists to drive slowly and use caution in school zones.

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Council Member Hurtado noted that LAUSD continues to face financial challenges. He mentioned that the district reduced its school police force a few years ago and, despite public calls to reinstate those positions, this does not appear likely. He expressed concern that many schools do not provide crossing guards and stated that this is an area he believes LAUSD should address, though municipalities like South Gate often end up filling that gap.

He also commented on recent seismic activity around the world, including earthquakes in Colombia and Venezuela, and offered prayers for the affected communities. He emphasized the importance of earthquake preparedness in Southern California and encouraged everyone to take appropriate steps to be ready.

He stated that the City Manager previously commented regarding "enemies of the City." What the City Manager was referring to is that there are social media pages where, unfortunately, the administrators do not always present accurate information. Individuals who attempt to correct the information are removed, and their comments are deleted. He reported receiving a call about a post claiming that the City Manager had called people "stupid." A friend of his responded to the post asking, "Where's the rest of the audio?" and her comments were deleted, and she was subsequently blocked from commenting. He asked the City Clerk to review the matter and obtain the transcript.

Council Member Hurtado asked the City Clerk to read those two paragraphs. He further explained that a comment had been made about training, which he finds critically important as a supervisor at the Post Office. Improper training or failing to train employees prevents them from being efficient. The comment made was, "Why are we spending all this money on training?" In response, the City Manager attempted to explain the need for training. Council Member Hurtado stated that he listened to the recording, and at no time did the City Manager call anyone "stupid."

Yodit Glaze, City Clerk, informed Council Member Hurtado that it is approximately 1 hour 46 minutes and 48 seconds and it ends at 1 hour 48 minutes and 45 seconds. She read, "So this is not wasteful spending. This is all managed and planned with factor that we still have staff that have to get the work done. This still they still have to learn best practices to be even more efficient with less people. So, it's stupid. Or I would view it as being shortsighted, I guess, is a better way of saying it. To think that we need to to, you know, not learn what other cities are doing smarter and faster in order to appear to be saving money and the short term and actually be wasting money."

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Council Member Hurtado clarified that staff training is essential for effective operations, noting that in his past work, employees were trained regularly for new systems, equipment, accidents, or efficiency concerns. He stated that proper training supports the community and prevents misunderstandings about staff performance. He thanked the City Manager and affirmed that the City Manager made no inappropriate comments, adding that the Council does not tolerate anyone insulting residents or business owners.

Vice Mayor Rios thanked the Chief for taking the lead on the crossing guard program. He requested that the City Manager look into the recent oil spill that occurred in East Los Angeles and impacted areas within South Gate. He noted that the County Supervisor has asked for a report and suggested that any information available from the County be shared with the public to provide reassurance. Vice Mayor Rios also welcomed students back to school and announced that the college will begin its fall term on August 31.

Mayor Barron thanked the Chief, Watch Captains, and all participants for their involvement in the National Night Out event. He also noted that the Junior Athletic Association is still seeking softball coaches for the Major Division.

CONSENT CALENDAR

Agenda Items 4, 5, 6, 7, 8 and 9 were approved by motion of Vice Mayor Rios and seconded by Mayor Barron. Items 8 and 9 were pulled for separate discussion.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes (was recused from voting on item 6); Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Davila, excused/absent.

4
PUBLIC WORKS/ ENGINEERING ADMIN

The City Council approved items A & B during Consent Calendar:

a. Amendment No. 2 to Contract No. 2023-111-CC with G. Zimmerman Engineering, Inc., to provide traffic engineering and staff augmentation services for an additional one-year term, for an amount not to exceed $170,000; and

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

5
SPORTS CENTER MGMT

The City Council approved items A & B during Consent Calendar:

a. Accepted completion of the Electronic Scoreboard at the Patricia G. Mitchell Swim Stadium, City Project No. SP-84, constructed by Tricore Enterprises Inc., DBA Quiel School Signs, effective June 30, 2026; and

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

6
STREETS/SIDEWALKS/ LANDSCAPING

The City Council approved items A, B, C & D during Consent Calendar:

a. Accepted completion of construction of the (i) Citywide Residential Resurfacing Project, Phase IV, City Project No. 699-ST, and the (ii) Citywide Sidewalk Improvement, Phase X, City Project No. 698-ST, effective July 20, 2026, constructed by Sequel Contractors, Inc.;

b. Contract Change Order No. 5 to Contract No. 2025-30-CC with Sequel Contractors, Inc. in the amount of $36,053 to fund additional work performed;

c. Authorized the Assistant City Manager/Director of Public Works to execute Contract Change Order No. 5 to Contract No. 2025-30-CC; and

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

7
INVESTMENTS

The City Council approved items A & B during Consent Calendar:

a. Resolution No. 2026-40-CC entitled A Resolution of the City Council of the City of South Gate, California, approving the City's Annual Statement of Investment Policy for Fiscal Year 2026-27 and delegating investment authority to the Director of Administrative Services pursuant to Government Code Section 53607 for one year; and

b. Received and filed the Quarterly Investment Report for the quarter ended June 30, 2026.

8
COMMUNITY DEV/ HOUSING

The City Council approved items A, B, C, D & E during Consent Calendar:

a. Authorized utilization of $955,820 for 2025 - 2027 Measure A – Local Solutions Funds to fund projects that will address homelessness prevention, interim housing, supportive services, and outreach programs;

b. Increased the Fiscal Year 2026/27 revenue projection in Account Number 239-511 (Measure A -Police) to $955,820;

c. Adjusted the following sub-accounts for Fiscal Year 2026/27 Measure A Police by appropriating $129,940 to Account Number 239-511-21-6682 (Measure A Police – Emergency Shelter), appropriating $20,000 to Account Number 239-511-21-6650 (Measure A Police – Interim Housing/Vouchers), appropriating $220,060 to Account Number 239-511-21-6681 (Measure A Police – Housing Navigator), appropriating $585,820 to Account Number 239-511-21-6676 (Measure A Police – Rental Assistance) totaling $955,820;

d. Authorized the City Manager to execute the Measure A – Local Solutions Funds Contract Number: HI-25-024 Amendment No. 1; and

e. Authorized the City Manager, or his designee, to execute all documents necessary to complete sub-agreements and purchases in a form acceptable to the City Attorney.

9
LAW ENFORCEMENT

The City Council approved items A & B during Consent Calendar:

a. Authorized the purchase of three (3) 2027 Dodge Durango Pursuit AWD patrol units, from National Auto Fleet Group through the Sourcewell Cooperative Purchasing Program, to replace the Police Department's patrol units, in an amount not to exceed $186,527.01 ($62,175.67 per patrol unit); and

b. Authorized the City Manager, or his designee, to execute all documents necessary to complete the purchases in a form acceptable to the City Attorney.

RECOMMENDATIONS AND REQUESTS

10
CITY COUNCIL APPOINTMENTS

The City Council ratified the nomination by Vice Mayor Al Rios of Xotchil Pichardo to the Parks and Recreation Commission and seconded by Council Member Hurtado.

ROLL CALL: Council Member Avalos abstained; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Davila, excused/absent.

11
WARRANTS

The City Council approved the Warrant Register for August 11, 2026, by motion of Council Member Hurtado and seconded by Vice Mayor Barron.

Total of Checks:	$ 7,975,006.86
Less: Voids	$ (30,000.00)
Less: Employee Payroll Deductions	$ (379,702.57)
Grand Total:	$ 7,565,298.29

Cancellations: INV-88746

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Davila, excused/absent.

ADJOURNMENT

Council Member Avalos motioned to adjourn the meeting at 10:03 p.m. and seconded by Council Member Hurtado.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, AUGUST 25, 2026

CALL TO ORDER Joshua Barron, Mayor called a Special City Council Meeting to order at 5:30 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Gil Hurtado and Council Member Maria Davila; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

EXCUSED/ABSENT Council Member Maria del Pilar Avalos

OPEN SESSION

1
PROCLAMATION The City Council issued a Proclamation Presented to LA County Library in recognition of its partnership and support of South Gate's inaugural One Book, One City Program.

2
PERSONNEL RECRUITMENT & SELECTION The City Council received and filed the list of new and promoted full-time employees hired or promoted during the months of June and July 2026.

CLOSED SESSION The Council Members recessed into Closed Session at 5:58 p.m. and reconvened at 6:31 p.m. with four (4) Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS
   Pursuant to Government Code Section 54956.8

Property APN:	6264-004-900
Property Address:	13050 Paramount Blvd., South Gate, CA 90280
City Negotiator:	Rob Houston, City Manager
Negotiating with:	TBD
Under Negotiation:	Terms of Sale

Item 1 involves discussion regarding a real property asset. The discussion was led by the city negotiator. The presentation was given by city staff with respect to that property. There was guidance given. However, there was no reportable action taken, no decisions made with respect to that particular property.

2. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(c)

a. Lydia Canas v. City of South Gate

Item 2(a) involves a discussion regarding an alleged fall that occurred at the swim stadium at the Sports Center. The city received a presentation by the City Attorney's Office and upon completion of that presentation, there was a motion made by Councilwoman Davila and seconded by Mayor Barron, and on a vote of 4-0, the decision was to deny that claim.

ADJOURNMENT Mayor Barron adjourned the meeting at 6:33 p.m. and seconded by Council Member Hurtado.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, AUGUST 25, 2026

CALL TO ORDER	Joshua Barron, Mayor called a Regular City Council Meeting to order at 6:33 p.m.
INVOCATION	Tina De La Rosa, Director of Parks & Recreation
PLEDGE OF ALLEGIANCE	Jose De La Paz, City Treasurer
ROLL CALL	Yodit Glaze, City Clerk
PRESENT	Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Gil Hurtado and Council Member Maria Davila; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas
ABSENT/EXCUSED	Council Member Maria del Pilar Avalos

PUBLIC HEARINGS

1
COMMUNITY DEV/ HOUSING

Following the conclusion of the Public Hearing, the City Council considered adopting a Resolution for City of South Gate Participation in the Statewide Community Infrastructure Program of the California Statewide Communities Development Authority was continued to the City Council Meeting of September 22, 2026, by motion of Council Member Davila and seconded by Council Member Hurtado.

ROLL CALL: Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, absent/excused.

2
PROPERTY USE ADMIN/ PERMITS

Following the conclusion of the Public Hearing, the City Council waived the reading in full and introduced Ordinance No. 2026-06-CC entitled An Ordinance of the City Council of the City of South Gate, California, requesting zone change from IF (Industrial Flex) to M3 (Heavy Manufacturing) for a Portion of the Property Located at 9313 Rayo Avenue and Intent to adopt a Mitigated Negative Declaration Pursuant to the California Environmental Quality Act (PL25-146/ZC25-02) was approved by motion of Council Member Hurtado and seconded by Council Member Davila.

2
PROPERTY USE ADMIN/
PERMITS

Gabriel Perez, Director of Community Development, stated that this item concerns a zone change from IF (Industrial Flex) to M3 (Heavy Manufacturing). The project manager for this item is John Signo and will be giving the presentation tonight.

John Signo, Planning Manager, gave the presentation.

Mayor Barron asked if anyone in the audience or on Zoom wished to speak on this item.

Richard Ludt, 8990 Atlantic Ave., urged City Council to accept the Planning Commission's recommendation.

Sil Gonzales, 9500 Rayo Ave., welcomes Mr. C's Towing. He urges the City Council to act favorably on this item.

ZOOM

Mario Dominguez is happy to see positive changes being made by Mr. C's Towing, but will this have a negative impact on the surrounding businesses? Will the surrounding businesses on the west of this site request zone changes. He asked when the city will pressure the Cooper Drum to clean up the site.

Having no one else come forward, Mayor Barron closed the audience portion.

Mayor Barron inquired if there could be any negative impact on the properties on the west.

Mr. Signo stated the city has not received any zone change requests from properties on the west.

Mayor Barron inquired about the Cooper Drum site.

Rob Houston, City Manager, stated that there is a legacy of the Great Iron Age that was South Gate that had great prosperity in the early 1900s to the 1960s or 70s but left the city with waste and the problems. It is a very long expensive process to repair that damage. The city is happy to support anybody who wants to reclaim these properties so that slowly one by one can be brought back into productivity, help generate revenue to help support the city's budget and help get a livelier economic base to help the city's citizens.

Mayor Barron stated that he and Vice Mayor Rios attended today's groundbreaking for the EPA site on Southern and speaking to the project manager, it's estimated that it's going to be 45 to 60 million dollars to clean up a 4-acre site.

2
PROPERTY USE ADMIN/
PERMITS CONT'D

Council Member Hurtado thanked the Planning Commission for listening to this item, taking everything into account and making the decision to support.

Vice Mayor Rios asked if the uses are for vehicle storage only or are there other plans.

Mike Welsh, Mr. C's Towing, replied only for towing and storage of vehicles.

ROLL CALL: Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, absent/excused.

3
MUNICIPAL CODE
ADMIN

Following the conclusion of the Public Hearing, the City Council considered waiving the reading in full and introducing an Ordinance of the City Council of the City of South Gate Amending Chapter 1.54 (Purchasing System and Bidding Rules) of the South Gate Municipal Code to Modernize Procurement Procedures, Align with State and Federal Law, and Improve Operational Efficiency was continued to the City Council Meeting of September 8, 2026, was approved by motion of Council Member Davila and seconded by Vice Mayor Rios.

ROLL CALL: Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, absent/excused.

REPORTS AND PRESENTATIONS

DEVIATE FROM
THE AGENDA

At this time, there being no objections, Mayor Barron stated that items 5 and 6 would be considered after the Consent Calendar.

5
PRESENTATION

The City Council received and filed the Police Departments' budget reduction service impact update. The presentation describes how the recent budget cuts are impacting services to our community.

RECESS

The City Council recessed at 8:38 p.m., and reconvened at 8:50 p.m., with four (4) Members of Council present.

EXCUSED FROM ITEM 6

At this time, 8:50 p.m., Council Member Davila was excused from participating on item 6 and departed from the Council Chambers.

6 CROSS GUARD DISCUSSION

The City Council received and filed the discussion regarding Crossing Guard Services.

Rob Houston, City Manager, stated that the community is being informed about the tough decisions that must be made. Within the required $3.4 million in reductions, the City must consider whether to cut areas such as dispatch, 911 call services, patrol, and the crossing guard contract. Direction given on July 1st was to discontinue funding for the crossing guard service. The optimistic assumption was that this suspension would last only until November. If the revenue measure were to pass in November, the program would be revisited, and the Council would provide further direction.

Two Council Members have requested that this item be brought back at this time. The Police Captain will provide a brief explanation of the crossing guard program and present a possible option for a temporary, partial restoration of some crossing guard positions. Following that, the Administrative Services Director will explain where funding could come from if the city were to attempt to restore the program.

Roman Amador, Police Captain, reported that staff contacted All Cities Management Services, the contractor that provides the City's crossing guard services. The City has contracted with the company since 1994. As the number of schools in the City has increased, the number of crossing guards has also grown. As of last year, there were 37 crossing guards assigned to 18 school locations, and the annual contract cost was approximately $731,000.

Temporary crossing-guard coverage is proposed to continue through the winter break at an estimated cost of $153,000. The Police Department prioritized coverage for the highest-need locations, focusing primarily on elementary schools. One school site required two crossing guards due to traffic and safety conditions.

Luis Frausto, Director of Administrative Services, presented the financial overview for Fiscal Year 2025–2026. He reported that the program cost a total of $731,000. The Police Department is providing an option for City Council to consider a modified version of the fall program at a proposed cost of $153,400.

6
CROSS GUARD
DISCUSSION CONT'D

Before Council takes action, Mr. Frausto explained the importance of identifying the funding source, noting that it matters as much as the amount itself. His recommendation is for Council to approve the program with a firm end date and direct staff to return prior to that date with a proposed permanent funding source, should it be the Council's desire to continue the service on a long-term or permanent basis.

Mr. Houston stated that the program was discussed, including a possible proposal to have a presence at each elementary school with one guard assigned to each site, as well as maintaining a presence at each middle school. He noted that staff worked to minimize the cost as much as possible. Implementing this proposal would require authorizing $153,000, and the Council would need to approve a slightly higher amount since the City has not yet finalized a contract. The company has provided an estimate, which would need Council authorization to access emergency reserves to fund the program, proceed with contract negotiations, finalize the agreement, and allow the company to assemble the crossing guard team.

Mayor Barron asked if anyone on Zoom wished to speak on this item.

ZOOM

Mario Dominguez stated that the item should not be on the agenda. He noted that the matter was addressed at the previous City Council meeting, during which extensive explanations were provided regarding the absence of crossing guards at schools. He added that the Council is aware that reserve funds are not intended to be used for this purpose.

Thomas Buckley stated that the City Council must listen to public comments before considering the item. He suggested that there may be government grants or programs available to assist the city with funding crossing guards. He also shared that he previously volunteered as a crossing guard when his children were in school.

Robert Montalvo expressed concern regarding the City's financial practices, stating that spending funds the City does not currently possess is not in the best interest of the community. He further commented that, in his view, the Mayor does not prioritize the needs of crossing guards because the Mayor's children attend schools outside of South Gate.

Cynthia Anderson stated that she does not want to lose the City's crossing guard program but understands that continuation of the program depends on the passage of the UUT. She expressed that the City should not be taking additional money beyond what is necessary. Ms. Anderson noted that her granddaughter attends Aspire, which hires its own crossing guards, and commented that LAUSD should be funding crossing guard services but does not.

ZOOM CONT'D

Ms. Anderson remarked that she has heard community members praise Councilwoman Avalos for voting against the UUT; however, Ms. Anderson stated that Councilwoman Avalos served as the City Auditor in 2020 and 2021 and was informed of the deficit during that time. Ms. Anderson expressed concern that Councilwoman Avalos had publicly stated for months that she was unaware of the deficit. Ms. Anderson also commented that Councilwoman Avalos voted to give herself a raise.

Ms. Anderson concluded by stating that she hopes the UUT passes and that residents do not rely on misleading information circulating in the community.

Mayor Barron asked if anyone in the audience wished to speak on this item.

Richard Ludt, 8990 Atlantic Ave., stated that the Council is in a difficult position regarding the program. He commented that funding the program would reduce the reserve, while not funding it could be viewed as placing children at risk. He added that members of the public will express differing opinions toward the Council's decisions.

Robin Logan, a South Gate resident, expressed agreement with the previous speaker. She shared that following an incident in December, she observed operations near San Miguel Elementary School. She noted instances of improper parking and impatient behavior by motorists. She suggested that individuals who frequently comment on social media consider contributing revenue toward crossing guard services.

Liz Ruiz stated that she agrees with previous speakers regarding the need for clear messaging. She encouraged the Council to provide as much information as possible on agenda topics to ensure the public understands the issues before leaving meetings.

Ms. Ruiz also stated that Councilwoman Avalos did not contribute substantive discussion during the budget process and did not meet with staff as previously indicated. She expressed the view that Councilwoman Avalos should not receive recognition for actions related to the budget.

Jorge Gonzalez, a South Gate resident, asked City Attorney Salinas to clarify the reason Councilwoman Davila recused herself from the discussion regarding the crossing guards.

He expressed appreciation for the proposed intermediate approach to funding the crossing guards. He noted that a previous resident had suggested developing a plan and stated he would be willing to provide the Council with a comprehensive proposal to establish a volunteer program later this year, assuming the program would serve as an interim measure.

6
CROSS GUARD
DISCUSSION CONT'D

Mayra Castanada stated that while people often call for creative solutions, several practical options exist, including partnerships with local organizations, a City-run volunteer corps, business sponsorships, temporary staffing, and use of safety technology. She noted that parent-volunteer programs cannot be implemented through LAUSD, based on research she conducted two years prior.

She referenced recent "Coffee with the Principal" meetings where crossing-guard concerns were discussed, emphasizing that community members who are not receiving school communications need to be more proactive in staying informed. She added that a parent or official not having children in South Gate schools does not diminish their concern for the community. Ms. Castanada urged residents to distinguish between factual and misleading information on social media. She stated that if the UUT is approved, current emergency funding measures may only be temporary. She thanked everyone for their ongoing efforts.

Ms. Gomez stated that she would like the Council to approve the item on behalf of all the children it would benefit.

Having no one else come forward, Mayor Barron closed the audience portion.

EMAILS

City Clerk received twelve (12) comments, and all commenters supported reserving or restoring the crossing guard services and they urged the city to explore alternative funding, grants, partnerships, and other solutions before eliminating the program.

Mayor Barron thanked everybody for their comments and ideas.

Mayor Barron reported that the City has engaged in multiple discussions with the Los Angeles Unified School District (LAUSD) regarding crossing guard services. He noted that the City Manager participated in extended conversations with LAUSD to explore potential partnership opportunities that would allow LAUSD to assist the City in funding crossing guard positions for a six-month period while the City evaluates the outcome of the Utility Users Tax (UUT). LAUSD declined this request.

Mayor Barron stated that the City also inquired whether LAUSD would consider implementing a volunteer program that LAUSD would administer, with the City assisting in facilitation and LAUSD assuming liability responsibility. LAUSD again declined, stating that the District is responsible only for matters occurring within school grounds and that activities outside school grounds are the City's responsibility.

6
CROSS GUARD
DISCUSSION CONT'D

He further noted that Council had asked staff to research how other cities manage crossing guard programs. Following a public comment referencing the City of Downey, he contacted LAUSD for clarification. He reported that in Downey, teachers receive a stipend for arriving early to perform crossing guard duties. When asked whether LAUSD would consider a similar model, LAUSD stated they would not. He emphasized that both Council and staff have explored numerous potential solutions.

Mayor Barron explained that the City currently contracts with an external provider that assumes liability for crossing guard operations. He stressed that, given the City's structural deficit, job reductions, and shrinking revenues, the City must carefully evaluate financial and liability impacts. He noted that the absence of crossing guards had prompted concerns from parents, leading to questions about the program and the City's financial situation. A meeting was held with approximately 20 members of Padres Unidos to address these issues.

Mayor Barron also responded to a public comment made earlier in the meeting regarding where his children attend school. He explained that his daughter previously attended St. Helens Elementary School, but experienced challenges related to being identified as the daughter of a Council Member. To allow her a more typical school experience, a decision was made to enroll her outside of South Gate.

Council Member Hurtado stated that it is unfortunate the Mayor feels the need to defend his commitment to the community. He noted that for several years the Mayor and his family have donated hundreds of toys for children in need.

He commented that the Council is committed to the community and its employees. He referenced past nationwide discussions about defunding police departments and stated that the City Council did not support such efforts. He acknowledged national concerns regarding police misconduct but stated that South Gate officers are dedicated to serving the community. He added that cities that reduced police funding later restored it due to increased crime. He further stated that officers remain engaged with local schools, even as LAUSD has reduced its school police presence.

Council Member Hurtado motioned to move forward with this item and to notify the crossing guard company to expedite an agreement which was seconded by Vice Mayor Rios.

Vice Mayor Rios noted that private and charter schools had crossing guards in place, while public schools did not.

6
CROSS GUARD
DISCUSSION CONT'D

Mayor Barron noted there are currently two crossing guards at Tweedy and Atlantic, and a police officer conducted traffic control near International and Legacy.

Mr. Houston stated that while the city originally proposed one crossing guard at Tweedy and Atlantic, the contracted company determined that traffic volume met the criteria for assigning two guards.

Mayor Barron asked what the cost would be for an additional crossing guard at International.

Mr. Houston estimated the cost to be approximately $9,000.

Mayor Barron stated she was comfortable keeping the current arrangement but requested that the matter return to the Council if issues escalate.

City Treasurer De La Paz stated that the $9.4 million in cuts resulted from a year-long budget discussion. He noted that while the $153,000 reduction is significant, its impact on children should be considered. He supported temporarily using emergency reserves through December and encouraged the Council to adopt the item while continuing to explore additional budget trims. He added that if the UUT does not pass in November, the city will still need to cut $4–6 million next fiscal year.

A speaker also commented that the PTA at the International Studies Learning Center was unaware of potential crossing guard cuts. He noted his long involvement as a parent and stated that discussions had occurred with the school principal.

Mr. Houston stated that the issue before the Council arose between regular Council meetings through inquiries from two Council Members. As a result, the matter was brought forward for discussion only. He noted that there is currently no formal action item on the agenda, only the concept of potential emergency funding. To move from discussion to actionable direction, he explained that the Council would need to follow an appropriate process, which the City Attorney could outline.

City Attorney Salinas stated that in the past, when the City has needed to make similar expenditures, a contract could be brought back for retroactive adoption. He explained that any vote on this item would need to be deferred for the evening. Staff will work offline to prepare an agreement for the contractor that is consistent with previously approved agreements. He noted that guidance already exists for this type of action and emphasized the need to expedite the process due to known delays. The City Manager will coordinate with staff, and any formal agreement will be

6
CROSS GUARD DISCUSSION CONT'D

presented at a future City Council meeting. No action was taken at this meeting.

City Attorney Salinas also addressed concerns regarding liability. He stated that personal injury cases have increased insurance costs for municipalities. For that reason, a volunteer-based crossing guard program is not viable due to the lack of adequate insurance coverage for volunteers. He explained that individuals could be exposed to liability if a claim were made that they were not properly trained or acted imprudently.

He explained that Council Member Davila properly recused herself before any substantive discussion occurred, as she resides within the 500-foot radius related to the matter. Although it was a close call, she chose to be prudent in her decision to recuse herself.

City Attorney Salinas further noted that Council Members may be excused from meetings for family or health-related reasons.

REJOINED MEETING

At this time, 10:02 p.m., Council Member Davila rejoined the Council Meeting.

4
COURTHOUSE BUILDING

The City Council adopted Resolution No. 2026-41-CC entitled A Resolution of the City Council of the City of South Gate authorizing application for and acceptance of a Community Resilience Centers program grant administered by the California Strategic Growth Council was approved by motion of Council Member Hurtado and seconded by Mayor Barron.

ROLL CALL: Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, absent/excused.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

Liz Ruiz, as a Kiwanian, thanked everyone in the community who was able to help this Saturday at a community clean up next to the Dollar Tree. Sadley, all the bags filled were ripped overnight. She thanked Mayor Barron and city staff for picking up the mess before it got worse. She also thanked the people who organized the art event on Tweedy.

Ms. Ruiz brought up the sad effects of budget cuts and asked if the Parks Director could speak about why the classes are being cut. She is grateful for the three new parks that were built. As an environmental justice advocate, it's important to have green space, especially when it's converted contaminated sites.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS CONT'D

Yansi Lopez is angry about the flock situation being handled. She is here to get answers and does not have any misinformation going around. She is disappointed that the Police Chief isn't here tonight. She spoke with the chief yesterday, and he gave her specific answers and reassurances about what was supposed to happen by today. She is here tonight because what she was told yesterday doesn't match what she saw today. She has questions and hopes to get answers.

Carolina stated that on July 15th, Council rejected renewing its flock camera contract. She is following up on what is to be expected with the cameras remaining in the city. She has questions and hopes to get answers.

Robin Logan is once again asking what the city is planning to do with the county regarding emergency disaster preparedness. She is asking because of the El Niño that is supposedly coming.

Ms. Gomez is asking for a total ban on all automatic license plate readers and data centers in the city.

ZOOM

Thomas Buckley congratulated the community for forcing the Council to reassess the flock item. He stated that small businesses don't want to come into South Gate because the costs are going to go up in price if the UUT passes.

Mario Dominguez congratulated Mr. Frausto on the budget presentations. He is inquiring why the Chamber of Commerce and Tweedy Mile Association are not engaging with the businesses, having put up flyers stating support on the Utility Users Tax.

Robert Montalvo stated that Council complains about social media and has never felt so vindicated in his life.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works, has nothing to report.

Tina De La Rosa, Director of Parks & Recreation, regarding comments made by one of the speakers tonight, parks had to eliminate some classes in the swimming pool area because a lot of the lifeguards have returned to high school, college and the uncertainty if the pool is going to open after November 20th.

Gabriel Perez, Director of Community Development, has nothing to report.

Luis Frausto, Director of Administrative Services, has nothing to report.

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Jon Hamilton, Director of Human Resources, has nothing to report.

Roman Amador, Police Captain, has nothing to report.

Rob Houston, City Manager, addressed the flock camera question. The direction from Council was not to renew the contract, so the cameras are not being used by the Police Department. Flock has been asked to remove the cameras which will take some time. Staff have been asked to place bags over the cameras which will also take some time.

Council Member Hurtado had asked to place an item on the agenda to ban or place a moratorium on data centers.

Mr. Houston said that anything that's not in the city's code is not allowed unless Council would override it or approve it.

Council Member Hurtado said if it eases people's minds, can something be placed on the agenda.

Mr. Houston said if there are two Council Members requesting, staff can do whatever is directed.

Mayor Barron said if it can be codified that way it won't be a subject anymore. Regarding the flock cameras, he pointed out that he is very appreciative of the residents coming out and supporting when it was placed on the agenda.

Raúl F. Salinas, City Attorney, has nothing to report

Jose De La Paz, City Treasurer, thinks a conversation with the public is needed regarding the budget plan for next year if the UUT does not pass.

Yodit Glaze, City Clerk, has nothing to report.

Council Member Davila has nothing to report.

Council Member Hurtado said that the question about how this will impact businesses. Well, other cities have the UUT and the businesses are up and operating. He spoke to a resident from Huntington Park that had never noticed their UUT.

Vice Mayor Rios reported that the Chief of Police has not been feeling well and that's the reason he is not present tonight. Vice Mayor Rios attended a Data Center meeting with the City of Vernon elected officials and their staff.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

He said that the Treasurer made an excellent comment regarding the plan if the UUT doesn't pass.

Vice Mayor Rios said that the nearest cooling system is at the HUB Cities. He was wondering when the city is going to open the cooling centers.

Ms. De La Rosa stated the cooling centers are open from Monday through Friday at the Senior Center and sports center.

He mentioned that all community colleges are starting next week, August 31st. He also said that staff did a good job getting the Citizens Budget Review Committee going and they met last week.

Mayor Barron stated for clarity it's from 8 a.m. to 3 p.m. at the Senior Center and 8 a.m. to 8:45 p.m. at the sports center.

He mentioned that the LA County Public Library can also be utilized as a cooling center. Invited the public to the movie at the park on Friday from 8 p.m. at Hollydale Park. He mentioned that the non-profit Kiwanis are doing their day of service this Saturday the 29th. They are having a food boxing event at 48041 K Street near the Bell Shelter and Salvation Army.

CONSENT CALENDAR

Agenda Items 7, 8, 9 and 10 were approved by motion of Council Member Davila and seconded by Council Member Hurtado.

ROLL CALL: Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, absent/excused.

7
PERSONNEL - MOU BETW CITY & EMPLEE GROUPS

The City Council approved items A & B during Consent Calendar:

a. Resolution No. 2026-42-CC entitled Resolution of the City Council of the City of South Gate, California, approving the SGMEA MOU Amendment No. 1 to Contract No. 2025-60-CC, the SGPMMA MOU Amendment No. 1 to Contract No. 2025-61-CC, the SGDMA MOU Amendment No. 1 to Contract No. 2025-62-CC, the SGPOA MOU Amendment No. 1 to Contract No. 2025-64-CC, and the SGPMA Amendment No. 1 to Contract No. 2025-63-CC, extending the terms of the MOUs from July 1, 2025, through June 30, 2026, to July 1, 2025, through December 31, 2026; and

b. Authorized the Mayor to execute Amendment No. 1 to the Memorandums of Understanding in a form acceptable to the City Attorney.

8
COMMUNITY ASSISTANCE PROGRAMS

The City Council approved items A, B & C during Consent Calendar:

a. Amended an agreement (Contract No. 2022-53-CC) with Human Services Association (HSA) to provide Congregate Meals at the Margaret Travis Senior Center along with Meals on Wheels; and

b. Authorized the Mayor to sign the agreement in a form acceptable to the City Attorney; and

c. Delegated authority to the Director of Parks & Recreation, or his designee, to sign and submit any additional documents.

9
SUBDIVISIONS

The City Council approved items A & B during Consent Calendar:

a. Resolution No. 2026-43-CC entitled Resolution of the City Council of the City of South Gate, California, approving Final Tract No. 84531 for the subdivision of one parcel into a 54-unit residential condominium development located at 10130 Adella Avenue, in accordance with the Subdivision Map Act and applicable state law; and

b. Authorized the Mayor to execute the Resolution in a form acceptable to the City Attorney.

10
LAW ENFORCEMENT

The City Council authorized the issuance of a Purchase Order to the City of Glendale in the amount of $60,900 for Fiscal Year 2026/27 for the South Gate Police Department's annual ICI radio system subscriber fees during Consent Calendar.

RECOMMENDATIONS AND REQUESTS

11
WARRANTS

The City Council approved the Warrant Register for August 25, 2026, by motion of Council Member Hurtado and seconded by Mayor Barron.

Total of Checks:	$ 14,403,803.93
Less: Employee Payroll Deductions	$ (444,779.46)
Grand Total:	$ 13,959,024.47

Cancellations: 114562, 115002, 114822, 114784

ROLL CALL: Council Member Hurtado, yes; Council Member Davila, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, absent/excused.

ADJOURNMENT Council Member Hurtado motioned to adjourn the meeting at 11:33 p.m. and seconded by Council Member Davila.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 8, 2026

CALL TO ORDER Joshua Barron, Mayor called a Special City Council Meeting to order at 5:32 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Gil Hurtado and Council Member Maria Davila; City Treasurer Jose De La Paz, City Attorney Raúl F. Salinas

LATE Council Member Maria del Pilar Avalos and City Manager Rob Houston arrived at 5:33 p.m.

CLOSED SESSION Mayor Barron and Council Member Hurtado were recused from participating in item 1(a).

The Council Members recessed into Closed Session at 5:35 p.m. and reconvened at 6:28 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. Celia Brown v. City of South Gate
   b. Benjamin De La Cruz v. City of South Gate

Item 1(a) is a claim of alleged trip and fall on a city sidewalk. A presentation was made by the City Attorney and upon completion of that presentation, there was a motion made by Councilwoman Avalos and seconded by Councilwoman Davila, and on a vote of 3-0, City Council denied that claim.

Item 1(b) relates to a claim regarding code enforcement activity by the City of South Gate. The city was successful in pursuing judicial relief against the property that was owned by or on behalf of Mr. De La Cruz. Mr. De La Cruz filed a subsequent lawsuit against the city. There was a presentation made by outside counsel William Litvak who defended the city, prosecuted the case in the first instance and upon completion of that presentation by Mr. Litvak. There was a motion made by Councilwoman Davila and seconded by Councilwoman Avalos, and on a vote of 5-0, City Council authorized the defense of the case and for Mr. Litvak to undertake the representation.

ADJOURNMENT Mayor Barron adjourned the meeting at 6:33 p.m. and seconded by Council Member Hurtado.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 8, 2026

CALL TO ORDER Joshua Barron, Mayor called a Regular City Council Meeting to order at 6:33 p.m.

INVOCATION Tina De La Rosa, Director of Parks & Recreation

PLEDGE OF ALLEGIANCE Jose De La Paz, City Treasurer

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Maria del Pilar Avalos, Council Member Maria Davila and Council Member Gil Hurtado; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

PUBLIC HEARINGS

1

MUNICIPAL CODE ADMIN The City Council approved items A & B by motion of Vice Mayor Rios and seconded by Council Member Hurtado.

a. Introduced proposed Ordinance No. 2026-07-CC entitled Ordinance of the City Council of the City of South Gate amending Chapter 1.54 of the South Gate Municipal Code by reading title only and waiving further reading; and

b. Setting the second reading and adoption of the Ordinance for the regular meeting of September 22, 2026.

Luis Frausto, Director of Administrative Services, gave the presentation.

Rob Houston, City Manager, stated this chapter has not been updated in many years. The intent is to go through all of the city's policies to get current, to get best practices, to find ways to be efficient and follow all the state rules. This is an attempt to do that in this area of procurement.

Mayor Barron asked if anyone in the audience or on Zoom wished to speak on this item.

Liz Ruiz questioned the bidding process. Someone approached her and tried to convince her how corrupt South Gate is and how companies are told how much to bid so the companies can get awarded the contracts.

1
MUNICIPAL CODE
ADMIN CONT'D

ZOOM

Mario Dominguez questioned authorizing the City Manager authority to spend $500,000 maximum for emergency situations. He suggested $200,000. He also questioned the training for upper management. Having no one else come forward, Mayor Barron closed the audience portion.

Vice Mayor Rios asked for clarification if this is only for emergency situations or standard operation procedures.

Mr. Frausto stated that it is specifically for emergencies. The authority Mr. Dominguez referred to is a proclaimed emergency by the Council.

Councilwoman Avalos stated that if we're talking about professional services, we're now going to authorize the City Manager $100,000? What was it before?

Mr. Frausto replied it was $50,000.

Councilwoman Avalos stated that she does not see any change orders limiting the City Manager's powers? She is questioning it because Item No. 8 is authorizing City Manager to approve contract change orders in a cumulative amount not-to-exceed $347,000. Item No. 9 authorizing the City Manager to approve and execute change orders up to a cumulative amount of $601,000.

Mr. Frausto stated that the limits that are set in the statute are hard limits. For public works for example are different contracts and those limits apply to those different types of contracts.

The City Manager's authority is for professional service, for example if professional services cap is $100,000 then that is the cap. He believes what Councilwoman Avalos is referring to are public works projects. There is currently in the ordinance an ability for the City Manager and the Public Works Director to have authority to sign off. The practice has been for items to come to Council.

Mr. Cervantes explained the concept of two "buckets" of authority. The first bucket is the authority granted to the City Manager under the municipal code to make financial decisions, which includes defined dollar limits. Departments bring items to the City Council only when they need authority that exceeds what is provided in this first bucket.

1
MUNICIPAL CODE
ADMIN CONT'D

He noted that, in practice—particularly with large multi-million-dollar construction projects—the standard dollar limits may not be practical. For example, although the municipal code authorizes the City Manager to approve up to $250,000 in change orders, a construction contract may include a contingency of approximately $1 million to address unforeseen field conditions. Allowing the City Manager to approve change orders in real time keeps construction moving forward.

Without this additional authority, any unexpected issue in the field would require construction to pause for one or two months while the department seeks approval from the Council. Such delays can significantly increase project costs. Therefore, Public Works requests Council authorization for the City Manager to approve change orders beyond the limits established in the municipal code.

Councilwoman Avalos understands, but there have been so many change orders in the past that have gone into the millions. What in all of the research that was conducted, what is the limit of a City Manager on those? Because according to the presentation, if there is an emergency, it's $500,000.

Mr. Cervantes thinks it's different emergencies and procurement during an emergency versus a construction contract. Those are different sections of the municipal code.

Councilwoman Avalos asked what the research indicated.

Mr. Frausto stated that the limits are hardcoded in the code in every city. There is no municipal code that has two different numbers for the limit of a City Manager.

Mr. Cervantes stated that the existing municipal code says that for any contract a million dollars or less the City Manager can approve change orders up to $50,000 or 20% whichever is less. That's a really low number, which is why staff come to Council. If the contract is over a million dollars, the City Manager's maximum authority without Council approval is only $100,000.

Mr. Salinas stated Council see the larger change orders in the construction contracts. And the reason for that is when Council award a contract in the public works arena, nobody knows what's underground. The contractor is not liable for unforeseen circumstances. The contractor has rented trucks, ladders, bulldozers, hose, everything that is part of the work for public work contracts and something unforeseen happens. We have a fork in the road. The city either says it must go back to the City Council or gives authority to someone in the city; in this case the City Manager makes the

1
MUNICIPAL CODE
ADMIN CONT'D

call about whether to award extra money to deal with the unforeseen circumstances.

Mayor Barron stated that the City Council also approves the total bid for the contract that includes the contingencies.

Mr. Houston stated what's the authority given, Council still in charge of the authority. So, the proposal is that the cap would be for non-public works contracts $100,000.

Councilwoman Avalos asked if we could include Public Works Director and City Manager no less than $250,000 in change orders in the municipal code.

Mr. Frausto stated that the way the new ordinance is written to align with state code, uppc, what NASPO recommends for city procurements, but the way it's written right now, the public works director may approve change orders up to the lesser of the 10% of the original amount or a cap of $250,000.

Councilwoman Avalos asked including the City Manager?

Mr. Frausto stated the City Manager can be added.

Vice Mayor Rios asked if all change orders eventually come to Council.

Mr. Cervantes responded that change orders come to Council at separate times upfront. Staff are looking for authority but when staff process staff reports, notices of completions, staff always let council know what change orders have been approved administratively.

Council Member Hurtado stated to clarify Mr. Dominguez's comment. Council have a lot of various things to look at. Business license fees for example, we haven't changed that in a while. This item hasn't been done in 20 years.

ROLL CALL: Council Member Avalos, no; Council Member Davila, yes; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes.

REPORTS AND PRESENTATIONS

2

PRESENTATION

The City Council received and filed the Parks and Recreation Department's budget reduction service impact update. The presentation will describe how the recent budget cuts are impacting services to our community.

COMMENTS FROM THE AUDIENCE – NON-AGENDA ITEMS

Diana Ramirez, a South Gate resident, spoke about concerns regarding street safety. She works in the city and walks daily, and she witnesses drivers speeding, putting students at risk. She said the elimination of crossing guards at the beginning of the school year has been very difficult for families. She noted that voters passed Measure P to support public safety, and while she appreciates the emergency funding the Council approved through December, she asked what will happen after that period ends.

Mr. Houston reminded the Council that the item regarding crossing guards appears in the Consent Calendar as Item 7.

Iris Delgado and is here on behalf of the Huntington Park Run Club. Two weeks today, the club lost a member of the running community to a drunk driver. And a week ago they had a memorial run and walk for him on the corner of Atlantic and Firestone where he took his last step. She wants a conversation about community safety.

Haro is a runner with the Huntington Park Run Club, and safe streets advocate. His comment addresses the death of Mikey Flores and that Council do something meaningful in action, policy, design and funding appropriate infrastructure that keeps people safe.

Cesar Gamboa, a South Gate resident, knows it' hard times with a lot of budget cuts but there's something that brings him here tonight. It has to do with the safety of the children. His children attend Legacy High School.

Christian Vasquez is with the SELA Bicycle Center, SELA Open Streets and Huntington Park Run Club representing the active communities. He is here today to talk about the recent pedestrian deaths in the City of South Gate. He is urging Council to please consider looking into current dangerous infrastructure, specifically Firestone and Atlantic intersection.

Carmen, a South Gate resident, stated South Gate was a beautiful City. The street she resides on has become a preferential parking zone, people don't respect it and parking enforcement are not driving by. She has a

COMMENTS FROM THE AUDIENCE – NON-AGENDA ITEMS CONT'D

neighbor that saves parking spaces for their family members. At the end of Bowman towards Southern, there's red zone and cars always park there.

She drives to the City of Lynwood and has noticed white strips on the street for parking which look organized and clean because cars are parked in designated areas. That is her solution on the street she lives on or for all South Gate.

Liz Ruiz echoed a lot about what was said about the visual last week regarding Michael Flores who passed due to the drunk driver on Atlantic and Firestone. Something needs to be done regarding speeding people.

Carolina expressed concerns regarding the City's communication practices related to community meetings and town halls. She stated that outreach is inconsistent across social media platforms, resulting in low public participation. She noted that some meetings, including a listening session on June 18 and an upcoming town hall with the City Manager and Chief of Police at Moose Lodge 663, were shared only on Facebook. She questioned who manages the City's main social media accounts and why community interaction appears selective. The resident urged the city to improve outreach, enable public comments on social media, and meet residents where they are. She also requested clarification on the status and ownership of remaining Flock cameras located in areas such as CVS and Azalea, and guidance on how they could be removed.

Maria, a South Gate resident, was inspired to talk today after hearing all of her fellow residents talk. As a longtime resident, she thinks we should be prioritizing or encouraging the citizens to continue investing in South Gate with their time. She stated that it is hard and difficult to walk as a pedestrian and cycling in South Gate.

Robin Logan, a South Gate resident, is encouraged by the fellow citizens that are here talking about pedestrian safety. Unfortunately, it has been another death and that disheartens her.

Ms. Logan challenges those online and in Council Chambers to come up with ideas of possible revenue sources. She mentioned that the States of Virginia and Washington have been very successful on their data centers and they have actually made revenue for the city and have lowered the electricity costs.

Felipe Caseras spoke on the sanctuary ordinance for South Gate and the fact that there is not a draft of it. There is no agenda item about it because what has been written is not actually what SB 54 mandates and the carveouts the city has written are absolutely absurd.

ZOOM

Thomas Buckley just wanted to say rest in peace, Michael Flores. He applause the resident holding the sign who's critical of the City Council and upset for the lack of leadership.

Mr. Buckley mentioned that Councilwoman Avalos made a motion to hold the City Council accountable and Mayor Barron seconded that motion which still needs to be acted on.

Robert Montalvo suggested the meeting be adjourned in memory of Michael Flores. He is happy to hear people bringing up safety issues in South Gate.

Donia Gomez, a South Gate resident, spoke about a demand for total bans on data centers. It was mentioned during a meeting that data centers are prohibited by default. She would like this item to be agendized. She echoed her fellow residents on public safety specifically in the park. The lights in the park are one of the biggest downfalls of this tax cut.

Cynthia stated reading on social media that Council gave themselves 141% raised and she knows Council only receive $1,900. She wanted to make it clear that every single Council voted. She also stated that this city is very transparent. The deficit is something that's been coming for years. The City of Long Beach has a $58.2 million deficit and is talking about laying off about 400 people although the city has convention center money, tourism money, port money.

Female speaker is asking why City Attorney or City Manager not take action regarding the repeated misleading comments on certain social media pages. There is a difference between criticism and deliberately misrepresenting facts.

Mario Dominguez is not certain about a full ban on data centers. He asked if there are any cameras on Firestone and Atlantic and if not, maybe cameras should be put in place. He mentioned poor lighting on Hildreth Avenue at 7 p.m. during fall. He also mentioned that for decades people have been running around the perimeter of South Gate Park. The park has one mile, three quarter miles, half a mile, and a quarter mile jogging paths.

Mr. Domingues emailed Council that California has its own Department of Parks & Recreation. They are going to have $188.5 million for their round five of funding. The deadline to turn in applications for park-related projects is December 17th.

Candace is also wondering about City Attorney and City Manager stepping in when comments cross the line into liable and slanderous things. She emailed Mr. Salinas on June 25th and hasn't received a response. She cannot take anything, Mr. Montavlo says serious because he

was one of the people doing the defund police rallies and saying the South Gate Police were killing the citizens of South Gate's children.

EMAILS

Angie Torres expresses condolences to Mayor Barron and his family and condemned negative online comments regarding his mother's passing. She also thanked Mayor Barron for his long-standing involvement and community service and expressed concern about criticism of his participation in community events.

Amy Lou, Community Library Manager, shared that Weaver and Hollydale Libraries have several upcoming programs, including K through 12 bookmark contest, tutoring and homework help for grades 1 through 6, an adult book club, and a new six-week smarty-pants story time session. She encourages residents to visit their library or the LA County Library site for registration, additional program information.

Eleven (11) comments referring to private operated flock cameras. The commenters requested greater transparency regarding who operates cameras. The Police Department's access to information collected and whether that information may be shared with outside agencies including federal immigration authorities.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works, explained that the City's Engineering Division follows strict state and federal standards for traffic signage, lighting, and roadway safety. He noted that while some intersections may appear dark such as wider corridors like Firestone Boulevard, they can still meet required lighting standards. He highlighted recent safety improvements on major corridors, including Long Beach Boulevard and Firestone Boulevard, and described measures such as medians, narrowed roadways, and complete streets designs that help calm traffic and enhance pedestrian safety. Mr. Cervantes emphasized that while the city designs for overall safety, some incidents, such as those caused by drunk or reckless drivers, cannot be prevented through engineering alone.

Mr. Cervantes stated that when it comes to marking the streets, the City can choose to do so as a policy decision. However, the markings themselves are not enforceable, as there is no law prohibiting a vehicle from parking across painted lines. He explained that designated parking spaces can sometimes have the opposite effect by reducing the overall number of available spaces due to variations in vehicle length. Some cities use marked spaces, and the City has done so on certain streets, but it is not standard practice because staff do not view them as an effective solution to parking challenges.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Director De La Rosa provided updates on recent and upcoming Parks & Recreation programs and activities. She reported that the Movie in the Park event was held on August 28 at Hollydale Community Park with positive community attendance.

Upcoming recreational activities include:
- Pickleball Night on September 23
- Soccer After Dark on September 14
- A Gut Health & Digestion Workshop scheduled for September 23 at 6:00 p.m. in the conference room

She announced that new seasonal classes, including oil painting and other creative courses, will be offered at the Senior Center. A limited number of spaces remain available for the TOT Time classes.

Director De La Rosa also responded to a community inquiry regarding the recent removal of trees at the Senior Center. She explained that the tree roots had become highly invasive, causing damage to brickwork and creating mobility hazards for seniors who use canes, walkers, and wheelchairs. The department is considering planting Tristania trees as a replacement option due to their less invasive root systems.

Gabriel Perez, Director of Community Development, responded to comments regarding the runners and the situation that occurred. He explained that the Community Development Department has several opportunities for public engagement when master planning and developing land use and transportation plans, and he encouraged community participation in these efforts. He provided his business card to one of the initial speakers.

Mr. Perez also highlighted the Southeast Gateway District Area Plan currently underway and emphasized the importance of community input to help design infrastructure that supports safe and accessible walking, biking, and running. He noted that the city will hold another meeting before the plan is presented to the Planning Commission and City Council later this month or in October.

Luis Frausto, Director of Administrative Services, provided an update regarding the current billing delay. He reported that the City experienced delays in issuing water bills for the months of July and August, with approximately 10% of customer accounts affected. About 10% of July bills have not yet been issued, and a similar portion of August bills is delayed.

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D Mr. Frausto explained that the delays are due to a combination of staffing shortages and technical issues with the billing system. The July bills are being mailed this week and will include an insert explaining the delay. No late fees will be assessed, and the City has not charged late fees since 2020. The delayed August bills are scheduled for mailing next week, which is expected to bring the billing schedule back on track. Additional information is being shared on the City's social media platforms.

Jon Hamilton, Director of Human Services, nothing to report.

Chief of Police Manny Arana reported that he and the City Manager were invited by the Moose Lodge to speak to their members about the state of the city, the police department, and the impact of pay cuts. He did not share the invitation publicly due to concerns about the lodge's capacity.

He updated the group on the Flock camera system. After the Council voted on July 14 to end the contract, he issued directives on July 15 to stop using the system and asked IT to disable access. Although the system continued collecting data for a period, the department requested Flock to remove the cameras, and Public Works attempted to cover them until removal. All cameras were fully removed by September 1. He noted that South Gate officers do not have access to any private Flock systems.

Lastly, he discussed the recent fatal traffic collision. Despite staffing and overtime reductions, the department continues to rely on the ABC OTS grants to fund special enforcement operations.

Rob Houston, City Manager, clarified that there had been both a first and a second to place an item on the next agenda regarding City Council benefits. He also noted that the second item related to determining what action, if any, should be taken concerning the Parks & Recreation cuts, and that the direction was simply to receive and file the information.

He further explained that some confusion had arisen at the last meeting regarding the discussion of union contracts. All regular unions had offered to extend their current contracts with no raises, effective July 1 through at least the end of the calendar year. Although management employees—such as department directors and the City Manager—are at-will and not represented by a union, they are voluntarily forgoing raises for the same duration.

Raúl F. Salinas, City Attorney, addressed several issues. He clarified that public speakers at City Council meetings are protected by legislative immunity, meaning they cannot be sued for libel or defamation for comments made during public testimony. Although the City discourages the use of foul language due to the presence of children, it must still allow

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Mr. public comment under First Amendment protections. Mr. Salinas also noted that he does not recall receiving an email referenced by a speaker but will look into it.

He explained that it is impossible for the City to respond to every instance of misinformation on social media and emphasized that the City provides reliable information through its website and public meetings. He encouraged residents to seek accurate information and remain informed. Salinas also mentioned ongoing litigation challenging ICE immigration practices, known as the Perdomo case, which the City has joined with other jurisdictions. Finally, he highlighted the contributions of Destiny Rivera, a Chapman law student and South Gate resident, who volunteered with city departments over the summer and is continuing to assist the City through a school program.

Jose De La Paz, City Treasurer, noted that he had several items prepared for discussion but will defer those until next week. He emphasized that his priority is ensuring the audience has the opportunity to speak on all the items for which they have remained present. He specifically stated that he would like to hear from Licenciado Gamboa regarding the item he began addressing earlier. As many are aware, Mr. Gamboa also serves as the representative of the Governor of Aguas Calientes.

Yodit Glaze, City Clerk, has nothing to report.

Council Member Avalos reported that, in accordance with AB 1234, she attended the Southeast Water Coalition meeting last month. The coalition will soon begin accepting applications from cities with wells, and she believes several southeast cities will be applying.

She will be attending the Vector Control Meeting this Thursday and reminded the community to empty any standing water, especially after recent rainfall. The City's website continues to provide updates regarding West Nile virus activity in the area. She also noted that only female mosquitos' bite.

Council Member Avalos informed the community that there has been an uptick in COVID cases. She encouraged everyone to take precautions to protect themselves and their loved ones when out in public.

She extended condolences from the Avalos family to the Barron family and to the Mayor on the passing of his lovely mother.

Council Member Davila has no report.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Mr. Council Member Hurtado expressed his condolences to the Mayor and stated that he was disturbed by the negative and hostile messages the Mayor had received from some members of the community.

Vice Mayor Rios expressed condolences to the Mayor's family and thanked the Chief of Police and Director of Public Works for their comments. He sent his regards to the Flores family. He noted that South Gate Middle School has an underused synthetic track and plans to initiate a discussion with LAUSD regarding shared facility use. He reported that he, the Mayor, and staff toured a five-acre site on Southern Avenue with environmental agencies to review new technology for extracting chemicals from the soil. He continues to discuss residential parking concerns with the City Manager and commented on recent delays at the water payment line, noting staffing shortages. He requested an update on online payments.

Mr. Frausto reported the system is in implementation and expected to go live by the end of the month.

Mayor Barron thanked everyone for their support during a difficult week following the passing of his mother. He noted that the meeting would be adjourned in memory of Michael Flores. He commented on the high use of South Gate Park and emphasized the importance of maintaining safety, noting the existing mile-markers on walking and running paths. He also agreed with the Vice Mayor regarding the need for future lighting improvements at Hollydale Regional Park.

Mayor Barron stated that his daughter was hired in January and that he immediately notified staff upon learning of it, after which appropriate steps were taken. He clarified that he is not involved in hiring or personnel matters and thanked the City Manager and City Attorney for addressing the situation promptly. He added that the matter is being used to suggest dishonesty, which he disputed.

RECESS

The City Council recessed at 10:00 p.m., and reconvened at 10:06 p.m., with four (4) Members of Council present.

EXCUSED FROM MEETING

At this time, 10:03 p.m., Councilwoman Davila was excused from the meeting and departed from the Council Chambers.

CONSENT CALENDAR

Agenda Items 3, 4, 5, 6, 7, 8 and 9 were approved by motion of Council Member Hurtado and seconded by Vice Mayor Rios. Items 3, 4, 5, 6, 7, and 8 were pulled for separate discussion.

ROLL CALL: Council Member Avalos, yes, 4; 5; 6; 7; 8 a, b, c, e, f, g, h and no on d; 9 a, b, c, e and no on d; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Davila, absent/excused.

3
MUNICIPAL CODE
ADMIN

The City Council considered:

a. Receiving and filing this report on the City of South Gate's compliance with the California Values Act (Government Code sections 7284–7284.12); and

b. Directing the City Attorney, in coordination with the City Manager and the Chief of Police, to continue monitoring legislative and regulatory developments related to the California Values Act and SB 580 and to report to the City Council as necessary; and

c. Directing the City Manager to ensure that all updated model policies required by SB 580 (Government Code section 12532.5) are implemented by the statutory deadline of January 1, 2027.

City Attorney Salinas stated that staff have requested additional time in order to convert this item into an ordinance and present it in the format discussed last week. Although staff placed the item on the calendar for tonight, the intent is to bring it back as a fully prepared ordinance for the City Council's consideration. Since the item remains on the agenda, members of the public who are present may still wish to speak on it. He noted this in advance and explained that staff will be requesting to return the item in two weeks, along with the proposed ordinance.

Council Member Avalos motioned to direct the City Manager and staff to obtain the information that had been emailed to the Council, so that it can be agendized as an ordinance for the next Council Meeting and seconded by Council Member Hurtado.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Davila, absent/excused.

4
PROPERTY USE
ADMIN/PERMITS

The City Council approved items A & B during Consent Calendar:

a. Finding that in accordance with the California Environmental Quality Act (CEQA), all potentially significant impacts would be reduced to less-than-significant levels with incorporation of a mitigation measure, and adopt a Mitigated Negative Declaration (MND) consistent with Section 15070 of the State CEQA Guidelines; and

b. Waived further reading and adopted Ordinance No. 2026-06-CC, included as Attachment 1, approving PL25-146/ZC25-02 for a property at 9313 Rayo Avenue.

5
LAW ENFORCEMENT

The City Council approved items A, B & C during Consent Calendar:

a. Resolution No. 2026-44-CC entitled Resolution of the City Council of the City of South Gate, California, approving Agreement Number 26-APP41 accepting grant funds in the amount of $62,644 from the State of California Department of Alcoholic Beverage Control for ABC enforcement and compliance for Fiscal Year 2026-2027; and

b. Appropriated $62,644 in the Fiscal Year 2026/27 Budget under Fund 231 Law Enforcement Grants and increasing grant revenue by the same amount; and

c. Authorized the Chief of Police to execute the Grant Agreement in a form acceptable to the City Attorney.

6
SOLID WASTE MGMT

The City Council approved items A, B & C during Consent Calendar:

a. Amendment No. 1 to Contract No. 2025-04-CC with Go2Zero Strategies, LLC, to provide additional specialized services needed to comply with SB 1383 requirements, in an amount not-to-exceed $206,441;

b. Appropriated $206,441 in CalRecycle SB1383 Local Assistance Grant Fund needed for Amendment No. 1 to Contract No. 2025-04-CC; and

c. Authorized the Mayor to execute Amendment No. 1 to Contract No. 2025-04-CC in a form acceptable to the City Attorney.

7
LAW ENFORCEMENT

The City Council approved items A & B (as amended) by motion of Vice Mayor Rios and seconded by Council Member Avalos:

a. Ratified an Agreement (Contract No. 2026-58-CC) with All City Management Services, Inc. ("ACMS"), for crossing guard services for a term of August 31, 2026, through December 18, 2026, in an amount not to exceed $153,400; and

b. A budget amendment appropriating $153,400 from the General Fund Budget Stabilization Reserve to account 100-505-21-6109 in the Fiscal Year 2026-2027 budget.

AMENDMENT: Place the agreement to amend the original agreement on the upcoming agenda.

8
STREETS/SIDEWALKS/
LANDSCAPING

The City Council approved items A, B, C, D, E, F, G & H during Consent Calendar:

a. Agreement (Contract No. 2026-59-CC) with All American Asphalt to construct the Citywide Residential Resurfacing Project, Phase V, City Project No. 727-ST, in an amount not-to-exceed $2,392,979;

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

c. Contract Change Order No. 1 in an amount not-to-exceed $1,500,000 to fund street improvements on approximately 24 additional streets segment under Phase V of the Residential Resurfacing Project, and authorizing the City Manager to execute it;

d. Authorized the City Manager to approve contract change orders in a cumulative amount not-to-exceed $347,438 to perform additional or unforeseen work necessary to complete construction of the Project;

e. Transferred $50,000 in Measure R Funds and $200,000 in Proposition C Local Return Funds, to fund additional street improvements, from Phase IV of the Residential Resurfacing Project, City Project No. 699-ST, to Phase V of the Residential Resurfacing Project, City Project No. 727-ST;

f. Appropriated $960,000 in Community Development Block Grant funds to Phase V of the Residential Resurfacing Project, City Project No. 727-ST, to fund additional street improvements and to construct eight pickleball courts at South Gate Park;

8
STREETS/SIDEWALKS/
LANDSCAPING CONT'D

g. Adopted a finding that Phase V of the Residential Resurfacing Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, Class 1(c), for existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities, including road grading for public-safety purposes, and categorically excluded under Section 326 of amended Chapter 3 of Title 23, United States Code (23 U.S.C. Section 326), without significant environmental impacts as defined by the National Environmental Policy Act ("NEPA"); and

h. The Notice of Exemption for Phase V of the Residential Resurfacing Project and directing the City Clerk to file it with the Los Angeles County Registrar-Recorder/County Clerk.

9
WATER

The City Council approved items A, B, C, D & E during Consent Calendar:

a. Agreement (Contract No. 2026-60-CC) with O'Duffy Brothers Inc. (O'Duffy), for the construction of Phase III of the Water Main Replacement, City Project No. 702-WTR., in an amount not-to-exceed $4,454,728;

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

c. Appropriated $1,461,530 in Water Funds to fully fund Phase III of the Water Main Replacement, City Project No. 702-WTR;

d. Authorized the City Manager to approve and execute change orders up to a cumulative amount of $601,000 in Water Funds; and

e. The Notice of Exemption for Phase III of the Water Main Replacement, City Project No. 702-WTR.

RECOMMENDATIONS AND REQUESTS

10
CITY COUNCIL APPOINTMENTS

The City Council ratified the nomination by Vice Mayor Al Rios of Fernando Rivera to the Planning Commission and seconded by Council Membre Hurtado.

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Davila, absent/excused.

11
WARRANTS

The City Council approved the Warrant Register for September 8, 2026, by motion of Mayor Barron and seconded by Council Member Hurtado.

Total of Checks:	$5,893,592.33
Less: Employee Payroll Deductions	$ (368,269.98)
Grand Total:	$5,525,322.35

Cancellation: 115617

ROLL CALL: Council Member Avalos, yes; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Davila, absent/excused.

ADJOURNMENT

Council Member Hurtado motioned to adjourn the meeting in memory of Micheal Flores resident of Cudahy & Member of the Huntington Park Run Club and Mayor Joshua Barron's mom Graciela Barron, at 11:53 p.m. and seconded by Vice Mayor Rios.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 22, 2026

CALL TO ORDER Joshua Barron, Mayor called a Special City Council Meeting to order at 5:31 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Maria Davila and Council Member Gil Hurtado; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

EXCUSED/ABSENT Council Member Maria del Pilar Avalos

OPEN SESSION

1
PROCLAMATION The City Council issued a Proclamation declaring October 2026 as National Breast Cancer Awareness Month.

2
PROCLAMATION The City Council issued a Proclamation declaring October 2025 as National Domestic Violence Awareness Month.

CLOSED SESSION The Council Members recessed into Closed Session at 6:02 p.m. and reconvened at 6:42 p.m. with four (4) 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(d)(1)

   a. Yesenia Reyes v. City of South Gate
   b. Monica Guzman v. City of South Gate

Item 1(a) is a tort claim that was filed against the city in connection with an accident that was caused by someone evading the police. On a motion that was made by Council Member Hurtado and seconded by Councilwoman Davila, and on a vote of 4-0, the City Council moved to deny that claim.

Item 1(b) is a trip and falls claim. The city considered a proposed settlement on a motion that was made by Councilwoman Davila and seconded by Mayor Barron, and on a vote of 4-0, the City Council approved a tendance settlement in that matter. The finality of that will be disclosed when the settlement is finalized in conformity with the Brown Act.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(d)(4)

One (1) - Potential Case

On Item 2 the city was considering bringing anticipated litigation against a third party. There was no reportable action taken. No vote was taken. Guidance was given to the City Manager and to the City Attorney.

ADJOURNMENT Council Member Davila adjourned the meeting at 6:44 p.m. and seconded by Council Member Hurtado.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, SEPTEMBER 22, 2026

CALL TO ORDER	Joshua Barron, Mayor called a Regular City Council Meeting to order at 6:44 p.m.
INVOCATION	James Markel, Recreation Manager
PLEDGE OF ALLEGIANCE	Jose De La Paz, City Treasurer
ROLL CALL	Yodit Glaze, City Clerk
PRESENT	Mayor Joshua Barron, Vice Mayor Al Rios, Council Member Maria Davila and Council Member Gil Hurtado; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas
ABSENT/EXCUSED	Council Member Maria del Pilar Avalos
DEVIATE FROM THE AGENDA	At this time, there being no objections, Mayor Barron stated that Consent Calendar would be considered out of its regular agenda order.
CONSENT CALENDAR	Agenda Items 6, 7, 8, 9, 10, 11, 12, 13 and 14 were approved by motion of Vice Mayor Rios and seconded by Council Member Davila. Item 6 was pulled for separate discussion. **ROLL CALL:** Council Member Davila, yes; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, excused/absent.
6 MUNICIPAL CODE ADMIN	The City Council approved items A, B & C during Consent Calendar: a. Introduced for first reading, by title only and with further reading waived, Ordinance No. 2026-08-CC entitled Ordinance of the City Council of the City of South Gate adding a new chapter to the South Gate Municipal Code, to be known as the South Gate Values Act, establishing procedures for the protection of sensitive information and the use of City resources (Attachment A); b. Provided directions to staff on any revisions to be incorporated before second reading; and c. Directed the City Clerk to publish a summary of the ordinance as required by Government Code section 36933 and to place the ordinance on the agenda of the next regular meeting for second reading and adoption.

7
PERSONNEL RECRUITMENT & SELECTION

The City Council adopted Resolution No. 2026-46-CC entitled Resolution to approve the retitling of the full-time Financial Services Supervisor position to Customer Services Supervisor in the Administrative Services Department, and to approve the addition of the full-time Customer Service Supervisor position and the hourly Senior Customer Service Representative (Extra Help) position in the Administrative Services Department to the City's Consolidated Salary Schedule during Consent Calendar.

8
COMMUNITY DEV/ HOUSING

The City Council approved items A & B during Consent Calendar:

a. Agreement (Contract No. 2026-63-CC) with The Salvation Army Bell Shelter in an amount not to exceed $129,940 to secure four (4) interim housing beds reserved for individuals referred by the City of South Gate; and

b. Authorized the Mayor to execute the Agreement with The Salvation Army Bell Shelter in a form acceptable to the City Attorney.

9
WATER

The City Council approved items A, B & C during Consent Calendar:

a. Agreement (Contract No. 2026-64-CC) with Willdan Inc. to perform construction management and inspection services on Phase III of the Water Main Replacement, City Project No. 702-WTR (Project), in an amount not-to-exceed $200,104;

b. Authorized the City Manager to approve and execute amendments to the Agreement up to a cumulative amount of $50,000; and

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

10
WATER

The City Council approved items A, B & C during Consent Calendar:

a. Agreement (Contract No. 2026-65-CC) with NV5, Inc. to perform construction management and inspection services on the Upgrades to Metropolitan Water District Inter-Ties, City Project No. 710-WTR (Project), in an amount not-to-exceed $80,307;

b. Authorized the City Manager to approve and execute amendments to the Agreement up to a cumulative amount of $50,000; and

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

11
WATER

The City Council approved items A, B, C, D & E during Consent Calendar:

a. Agreement (Contract No. 2026-66-CC) with Griffith for the construction of the Upgrade to MWD Intertie CENB-11, City Project 710-WTR, in an amount not-to-exceed $380,440;

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

c. Authorized the Mayor to execute the Letter of No Objection from the Los Angeles Department of Water and Power in a form acceptable to City Attorney;

d. Authorized the City Manager to approve and execute change order to the Agreement up to a cumulative amount of $50,000 in Water Funds; and

e. Approved the Notice of Exemption for the Upgrade to MWD Intertie CENB-11, City Project 710-WTR (Project).

12
PARKS

The City Council approved items A & B during Consent Calendar:

a. Accepted completion of construction, the Gardendale TOT Lot Surfacing Improvements, City Project No. 85-SP, constructed by R.E. Schultz Construction Inc., effective May 7, 2026; and

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

13
CITY FACILITIES MGMT

The City Council approved items A & B during Consent Calendar:

a. Accepted completion of construction, effective July 3, 2026, of the South Gate Police Department, Heating, Ventilation and Airconditioning Replacement Project, City Project No. 667-GEN, constructed by Athena Engineering Inc. (Athena); and

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

14
DEEDS & EASEMENTS

The City Council approved items A & B during Consent Calendar:

a. Accepted a Grant Deed from the Los Angeles Community College District conveying approximately 1,754 square feet of right-of-way to the City for street purposes in connection with the development located at 2525 Firestone Boulevard, at no cost to the City; and

b. Authorized the Mayor to execute the Grant Deed in a form acceptable to the City Attorney and requesting the City Clerk cause the same to be recorded with the Los Angeles County Registrar-Recorder/County Clerk.

RECESS

The City Council recessed at 8:00 p.m., and reconvened at 8:09 p.m., with four (4) Members of Council present.

PUBLIC HEARINGS

1
COMMUNITY DEV/ HOUSING

There will be no Public Hearing Occurring on September 22, 2026, Regarding the Adoption of a Resolution for City of South Gate Participation in the Statewide Community Infrastructure Program of the California Statewide Communities Development Authority. The Matter Has Been Postponed and Withdrawn Indefinitely by City Staff. A New Public Hearing Notice Will be Provided in the Future if the Matter is Agendized Again.

2
COMMUNITY DEV/ HOUSING

The City Council approved items A & B by motion of Council Member Hurtado and seconded by Vice Mayor Rios:

a. Adopted Resolution No. 2026-45-CC entitled A Resolution of the City Council of the City of South Gate, approving the Fiscal Year 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER); and

b. Authorized the City Manager, or designee, to submit to the U.S. Department of Housing and Urban Development the Fiscal Year 2025-2026 CAPER.

Gabriel Perez, Director of Community Development, stated that this is the annual report on how the CDBG funds are being used for the previous fiscal year. The presentation will be given by Ms. Averall, Housing Manager. He thanked Ms. Averall for all her hard work coordinating all these activities as he realizes it's a very difficult process to make these projects work.

2
COMMUNITY DEV/
HOUSING CONT'D

Carol Averell, Housing Manager, gave the presentation.

Mayor Barron asked if anyone in the audience and on Zoom wished to speak on this item.

Liz Ruiz, a South Gate resident, thanked everyone for all their work on getting these funds and allocating them. She is grateful for all the projects, the street resurfacing, the TOT Lot, the scoreboard at the swim stadium. She is wondering if there will be any changes in any funds on the federal level.

ZOOM

Mario Dominguez stated that the Citizens Advisory Committee make recommendations to City Council as to, what direction to make sure of the CDBG funds. He is very proud of the work they have been doing. He is asking City Council not to overrule the recommendations on how the city should be using the CDBG funds.

Having no one else come forward, Mayor Barron closed the audience portion.

ROLL CALL: Council Member Davila, yes; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, excused/absent.

REPORTS AND PRESENTATIONS

3
PRESENTATIONS

The City Council received and filed the Public Works and Community Development Department's budget reduction service impact update. The presentation described how the recent budget cuts are impacting services to our community by motion of Vice Mayor Rios and seconded by Council Member Hurtado.

ROLL CALL: Council Member Davila, yes; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, excused/absent.

4
PRESENTATION

The City Council received and filed the report on Crossing Guard Services at Legacy Lane and Tweedy Boulevard.

Rob Houston, City Manager, reported on the cost of providing crossing guards, noting that the school district does not contribute funding and the city historically spent approximately $750,000 annually for 38 guards. Due to budget reductions, the city previously eliminated all positions, but

4
PRESENTATION CONT'D

the Council restored one guard per school (18 total) using emergency funds. Without new revenue by year-end, no funding will be available beginning in January.

Mr. Houston stated that concerns were raised by parents at the Legacy High School complex regarding traffic at Tweedy Boulevard and Legacy Lane. Rather than adding additional crossing guards, City staff met on-site with school principals to review issues. The principals acknowledged the City's budget constraints and did not request additional guards. Staff identified traffic-flow concerns, added new striping to clarify lane usage, and installed additional signage to improve safety.

Vice Mayor Rios appreciated the City Manager for looking into the matter and noted that the City Manager met with the three principals, who were pleased with the changes and improvements related to school safety.

Vice Mayor Rios stated that the school has several options available, such as opening the back gate to alleviate traffic and considering alternating schedules, as all four schools currently open at the same time.

Jose De La Paz, City Treasurer, thanked the Chief and city staff for listening to the community. He noted that traffic flow has been an ongoing issue and reiterated that the school has options, including additional parking or opening the gate to improve circulation.

Mr. Houston stated that if there is concurrence with the Council's direction, his understanding is that the city can continue its partnership with the principals.

Mayor Barron stated that the improvements made in the area are significant. He urged continued conversations with the school regarding opening the back gate to allow vehicles to queue around the area and through the parking lot for student drop-off and pick-up.

Mr. Houston explained that as the city prepares for potential UUT revenue restoration, staff are evaluating how to return with a leaner service model that reduces ongoing costs and frees funding for new community priorities such as economic development, code enforcement, and maintenance. He highlighted the crossing guard program as an example, noting its high annual cost compared to neighboring cities. The City is exploring safer, more cost-efficient alternatives such as signage, lighting, and crosswalk improvements funded through non-general-fund sources. He emphasized the importance of creative partnerships and responsible use of taxpayer resources.

4

PRESENTATION CONT'D

Council Member Davila thanked City Manager, Chief of Police and Director of Public Works for looking into the matter and making improvements related to school safety. She suggested sending a letter to the district, principles, local superintendent and the superintendent at LAUSD regarding opening the back gate at Legacy High School.

Mayor Barron asked if anyone in the audience and on Zoom wished to speak on this item.

Liz Ruiz thanked staff for their efforts, noting that they were "doing something with nothing" given the City's limited financial resources.

ZOOM

Robert Montalvo stated that Jose De La Paz has raised concerns regarding issues at Legacy High School for several months. He also reiterated traffic concerns near South Gate Middle School.

Mario Dominguez suggested not allocating funds for crossing guards due to budget constraints.

Thomas Buckley expressed concerns about transparency, honesty, and openness, and encouraged the Council to invite more dialogue with the community. He stated that the public is present because they want to engage in conversation. He also reiterated that the previous City Treasurer had warned the Council about the City's deficit but was not listened to.

Having no one else come forward, Mayor Barron closed the audience portion.

Council Member Hurtado corrected misinformation regarding the UUT, stating that it is not used for bonuses. Mayor Barron asked for clarification as he had forgotten to open the item for public comment.

Council Member Hurtado explained that LAUSD had long experienced a shortage of schools, resulting in many students being bused due to overcrowding. He noted that Council Member Davila, along with many parents, advocated for the addition of new schools. City staff consistently notify LAUSD about the need for traffic studies prior to school construction; however, LAUSD maintains that its role is limited to building schools, assigning teachers, and operating campuses, and that traffic control is the City's responsibility.

Council Member Hurtado thanked City staff for their continued efforts and acknowledged the City Treasurer for identifying numerous issues at Legacy High School.

5

CITY COUNCIL BENEFITS

The City Council received and filed the discussion regarding City Council Benefits.

City Attorney Salinas reported that Councilwoman Avalos requested the item be continued due to her absence for medical reasons.

Mayor Barron stated that he would proceed with the item, noting public interest in understanding the Council's benefit packages. He requested the Council's input on whether to move forward.

Council Member Hurtado expressed support for proceeding, noting that the information to be presented is already public and not new.

Mr. Houston outlined the categories for City Council benefits, including general public service staff benefits and benefits provided to Council Members in other cities. He stated that City Council Members earn $1,900 per month, totaling $22,800 annually. Council receives the same stipends, a $500 auto allowance, a $100 communication allowance, and compensation for special meetings averaged monthly at approximately $500. He noted that similarities end there.

He explained that Council Member Avalos does not participate in the City's medical program and instead receives cash in lieu. Other Council Members do not have that option reflected because they take medical coverage. Mayor Barron and Council Member Hurtado receive medical insurance; the Mayor receives a family rate, while Council Member Hurtado receives a couple rate. Council Member Davila and Vice Mayor Rios have elected not to take cash in lieu. Dental, vision, life insurance, and long-term disability benefits are similar across Council Members.

Mr. Houston also explained that Council Members may contribute to the City's deferred compensation program. Council Member Avalos participates and may contribute up to approximately $16,000 annually, which the City will match. Other Council Members are not participating in this program. All Council Members contribute to PERS retirement like City staff, and they also contribute a small Medicare amount. The total value of earnings and benefits varies for each Council Member based on their individual elections.

Vice Mayor Rios stated that it is important to note that Council is the lowest-paid body based solely on annual salary.

Mayor Barron asked if anyone on Zoom wished to speak on this item.

ZOOM

Thomas Buckley stated that Councilwoman Avalos was very smart for contributing to the deferred compensation match and asked if any other Council Member had considered doing the same. He noted that this item

5
CITY COUNCIL BENEFITS
ZOOM CONT'D

serves as an element of transparency and thanked Councilwoman Avalos for ensuring it was brought forward to the public.

Mario Dominguez congratulated Mayor Barron for proceeding with this item rather than continuing it. He recommended cutting all benefits and refunding them once the UUT takes effect.

Robert Montlavo stated that this item is not political but is about transparency. He thanked Mayor Barron for bringing the item forward and expressed that he does not believe Council should receive any benefits other than the stipend.

Mayor Barron asked if anyone in the audience wished to speak on this item.

Mayra Castanada stated that earlier in the meeting it was mentioned that Council Members were receiving 141% raises; however, none of the figures presented appeared to reflect such increases. She emphasized that health care is a necessity, not a luxury. She added that the city must continue to operate effectively, and Council Members are essential to fulfilling that responsibility.

Liz Ruiz said that she does not understand the idea of reducing benefits for any Council Member. She stated that doing so would discourage people from running for office in the future and would limit these positions to individuals with greater financial means, which she does not believe should determine who represents the community. She stated that those who attend meetings regularly understand the sacrifices Council Members make and that she has never heard Council complain about the time spent advocating for the community. She also noted that she does not see Council frequently requesting reimbursements. She referenced past benefit selections by Council Members, including Councilwoman Avalos opting for benefits in lieu, and mentioned that Vice Mayor Rios and Councilwoman Davila did not receive substantial benefits. She stated that she values having a diverse Council that reflects her community.

Having no one else come forward, Mayor Barron closed the audience portion.

Council Member Hurtado stated that he was glad the item was discussed, noting that posts on social media—particularly by two frequent callers—have inaccurately claimed that the City Council granted itself a 141% raise. He clarified that the Council stipend had remained at $600 per month since 1984, and that Senate Bill 329, after being passed and signed by the Governor, authorized an adjustment. The Council chose to place the

5
CITY COUNCIL BENEFITS CONT'D.

matter on the agenda a year later, and many community and business members attended that meeting to express their support.

He added that the Council never intended to cut crossing guard positions; however, the issue arose because the City did not have the Utility Users Tax on the ballot. He stated that only one individual was responsible for that situation, and that this is the person some community members are defending.

Mayor Barron thanked staff for their presentation and noted that the benefit packages available to Council Members are also available to anyone who chooses to run for office.

COMMENTS FROM THE AUDIENCE – NON-AGENDA ITEMS

Carolina, an organizer with South Gate Times, explained that the organization is grassroots, community-led group focused on immigrant rights and increasing civic participation by keeping residents informed and encouraging involvement in local government. She acknowledged that advocacy can sometimes lead to disagreements but emphasized that their intention is not to create conflict, only to support an informed community. She announced that South Gate Times is hosting a neutral, community-led candidate forum in October at Brown Soul Brewery and asked candidates to RSVP by September 25. The forum will feature independent moderators, allow residents to submit questions through a public link, and provide all candidates with an equal opportunity to share their priorities. She concluded by stating their goal of empowering residents to participate and feel that their voices matter.

Liz Ruiz thanked Al Rios and Josh Barron for joining the Kiwanis cleanup over the weekend. She shared that it was very special to see students participate and help clean the train tracks behind South Gate High School.

Ms. Ruiz also thanked Parks staff and noted that today was the first day of the TOT class. She expressed hope that the program will continue. She stated she was saddened to see the swimming instructors leave and acknowledged that although the pool will remain open, there is not enough funding to retain the instructors.

ZOOM

Thomas Buckley disputed comments made by Mr. Hurtado regarding an encrypted scanner and the removal of street vendors at the Tweedy Mile Fair. He challenged Mr. Hurtado to provide proof of these allegations within one year, offering a $1,000 charitable donation if proven, and requesting Mr. Hurtado pay $1,000 to street vendors if not. Mr. Buckley stated he has notified the City Attorney of his concerns about alleged slander and noted that he previously issued an oral cease-and-desist.

ZOOM CONT'D

Mario Dominguez requested use of the city auditorium for two hours on October 10, 17, or 24 to hold a candidate forum. He noted that he spoke with Margot Reeg from the League of Women Voters, who would provide a moderator, timekeeper, and volunteers.

Robert Montalvo expressed agreement with Mr. Buckley's remarks and encouraged Mr. Hurtado to accept the challenge. He also commented that Mr. Hurtado blocks individuals on social media.

EMAILS

Angie Torres stated that she has heard candidates telling businesses that their utility bills will triple or quadruple and that the City's financial problems are due to Council Members and managers receiving year-end bonuses funded by the City. She asked the City Manager and City Attorney whether those statements are accurate.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Public Works, had nothing to report.

James Markel, Recreation Manager, reported that fall classes began yesterday. He announced the following upcoming events:
• Health and Wellness Workshop focusing on gut health, scheduled for tomorrow at 6:00 p.m. at the Sports Center.
• Pickleball Night on tennis courts 1 and 2, also taking place tomorrow.
• Golden Hour Social on Friday from 5:00 to 7:00 p.m. at the Teen Center.
• The last class in the four-part Eco Gardening Workshop Series will be held on Saturday, October 3rd, from 9:00 to 11:00 a.m. at Urban Orchard.
• Ball After Dark event scheduled for Friday, October 2nd.

Gabriel Perez, Director of Community Development, announced that the city will hold a community outreach meeting regarding the courthouse renovation grant application tomorrow, September 23rd, at 5:00 p.m. in the South Gate Park Banquet Room.

He further announced that on October 14th at 5:00 p.m. at South Gate Park, there will be a community outreach meeting to present the long-range planning efforts related to the Gateway District Area Plan, a transit-oriented development project near the future Metro light rail station at Firestone and Atlantic.

Luis Frausto, Director of Administrative Services, clarified that if the UUT passes, it will not double residents' utility bills. Based on the City's model, the estimated increase would be between $30 and $50 per household, depending on usage.

Rob Houston, City Manager, added that residents can estimate the impact by adding 8% to their current utility bill, which demonstrates that the increase is not a doubling.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Jon Hamilton, Director of Human Services, stated that he is unaware of any bonuses being issued and noted that labor-related changes are currently frozen. There have been no raises, bonuses, or other labor adjustments for approximately 18 months.

Rob Houston, City Manager, stated that there has been misinformation circulating in the community. He noted that he has met with various groups and individuals to clarify the situation; however, despite repeated efforts to present the facts, inaccurate information continues to spread. He emphasized that the city has consistently communicated the same message: the city is experiencing a funding shortfall, which has resulted in reductions to services and will continue to affect service levels moving forward.

Raúl F. Salinas, City Attorney, had nothing to report.

Jose De La Paz, City Treasurer, reminded the Council that November's UUT results are approaching and noted that the General Fund is projected to face a shortfall of 4 to 5 million dollars next year. He reported that diesel prices continue to rise and that global markets are preparing for further price increases, which will impact the cost of all goods. He advised that if the UUT measure passes, the Council should refrain from restoring programs too quickly until the full cost impacts are known.

He thanked the South Gate Times for reaching out and inviting him to the candidate forum; however, he had to decline because he is scheduled for surgery this Friday, and his doctor has recommended that he remain at home for nearly four weeks.

Yodit Glaze, City Clerk, reminded residents of several important upcoming voting dates, noting that today marks 42 days before Election Day. Beginning October 1st, vote-by-mail ballots will be mailed to all registered voters, and secure ballot drop boxes will open throughout Los Angeles County. The regular voter registration deadline is October 19th. However, for those who miss that deadline, California offers conditional voter registration—also known as same-day registration—which allows eligible voters to register and vote through Election Day.

In Los Angeles County, selected vote centers will open beginning October 24th, and all vote centers will open beginning October 31st. Election Day is Tuesday, November 3rd, and voting centers will be open from 7:00 a.m. to 8:00 p.m. She also reminded residents that any registered voter in Los Angeles County may vote at any vote center within the county.

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Lastly, she reminded candidates that the first pre-election campaign statements (Form 460) are due Thursday, September 24th, covering the period from July 1st through September 19th. She emphasized that all campaign contributions and expenditures must be reported in this filing. She also addressed several questions regarding whether candidates may make payments to residents or businesses in exchange for placing campaign signs or banners. She explained that there is nothing in the Municipal Code prohibiting such arrangements, but she encouraged all candidates and their treasurers to ensure that all transactions are properly reported in their campaign finance disclosures.

Council Member Davila reported that she attended the Gateway Cities Council of Governments (COG) meeting, which also served as a retreat. She noted that the COG has made significant improvements and was awarded a $104 million grant for the regional fiber-optic project. She stated that every City Hall within the COG is expected to have fiber-optic connectivity by the end of the year.

She also announced that the HUB Cities Consortium has appointed a new Executive Director.

Council Member Hurtado stated that he informed Thomas Buckley and Robert Montalvo to keep the money previously discussed, noting he does not need it. He reported that he will meet with Mr. Buckley to provide information showing that Mr. Buckley removed vendors from the Tweedy Mile Fair due to lack of permits. He added that the matter regarding the scanner was a private conversation between himself and Mr. Buckley.

Council Member Hurtado commented that Council Members are subject to criticism and personal attacks, and such statements do not have to be true. He acknowledged the City Attorney for addressing repeated defamatory claims and stated that if there were any truth to the allegations made by Mr. Montalvo, he would have been arrested.

He further stated that he has heard reports of some Council candidates paying residents and noted that such expenditures are required to be reported on campaign Form 460 filings.

He thanked the City Manager and City staff for their continued hard work.

Vice Mayor Rios announced a classic car show scheduled for Saturday from 10:00 a.m. to 4:00 p.m. He requested an update from Recreation Manager James Markel regarding the canopies at the Senior Center following tree removals.

REPORTS AND COMMENTS FROM CITY OFFICIALS

CONT'D

Mr. Markel reported that the matter is being addressed by Grounds and Public Works staff. He explained that tripping hazards were caused by invasive tree roots. The roots must first be removed before the area can be leveled and pavers installed. He added that the garden area also contains uneven pavement caused by tree roots. Parks and Public Works staff are working to correct the issue. Long-term plans include planting trees in existing planters, while short-term efforts focus on evaluating appropriate shade structures.

Vice Mayor Rios also reported that he, the Mayor, the City Clerk, and the City Manager toured the new college campus. The college is scheduled to provide a presentation at City Hall in October.

He thanked Mr. Cervantes for providing him with the parking study documentation, noting he has received several inquiries from the public regarding this matter.

Mayor Barron announced that the SELA Kiwanis will hold their third annual College and Career Fair on October 6 at the Henry C. Gonzalez Auditorium, with thirteen confirmed schools and participation from the carpenters and electrical unions. Students will receive QR codes to register and submit essays for scholarship consideration. He thanked the Vice Mayor for involving the ELAC CTE program. He also noted that the SELA Kiwanis will appoint Juan Perez as the new president and recently partnered with South Gate Kiwanis for a community cleanup involving over 30 student volunteers. He congratulated a fellow Kiwanian whose son will attend UC Irvine. The Mayor closed by expressing gratitude to the community for their support during a difficult time for his family.

RECOMMENDATIONS AND REQUESTS

15

WARRANTS

The City Council approved the Warrant Register for September 22, 2026, by motion of Council Member Davila and seconded by Council Member Hurtado.

Total of Checks:	$ 2,483,705.42
Less: Voids	$ (2,122.92)
Less: Employee Payroll Deductions	$ (417,044.63)
Grand Total:	$ 2,064,537.87

Cancellations: 113650, 113686, 113746, 113670, 115218

ROLL CALL: Council Member Davila, yes; Council Member Hurtado, yes; Vice Mayor Rios, yes; Mayor Barron, yes; Council Member Avalos, excused/absent.

ADJOURNMENT Council Member Hurtado motioned to adjourn the meeting in memory of Peter Umi, Street Lead Worker with the Public Works Department, at 11:06 p.m. and seconded by Council Member Davila.

PASSED and **APPROVED** on this day of 2026.

ATTEST:

Joshua Barron, Mayor

Yodit Glaze, City Clerk

Office of the
South Gate City Clerk
NOV - 4 2026
FILED
9:10 am

WARRANT REGISTER FOR COUNCIL MEETING 11/10/2026

PART I

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
116216	10/22/2026	0012107	CALIFORNIA STATE DISBUR:	Ben391121	10/22/2026	CA STATE DISB. UNIT: PAYMENT	813.98	813.98
	Voucher:							
116217	10/22/2026	00002138	FRANCHISE TAX BOARD	Ben391119	10/22/2026	GARNISHMENT - FRANCHISE TA	1,799.91	1,799.91
	Voucher:							
116218	10/22/2026	0014949	TEXAS CHILD SUPPORT SDI	Ben391123	10/22/2026	TX CHILD SUPPORT SDU: PAYMI	638.31	638.31
	Voucher:							
						Sub total for BANK OF THE WEST:		3,252.20
	3 checks in this report.					**Grand Total All Checks:**		3,252.20

Item No. 14

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
116219	10/28/2026	0014097	ABSOLUTE SOFTWARE, INC	INV01833297	2/26/2026	ABSOLUTE SECURE ACCESS NE	3,442.50	3,442.50
	Voucher:							
116220	10/28/2026	00003692	AT&T MOBILITY II, LC	287360907306OC	10/1/2026	OCT 2026 FIRSTNET CELL PHON	3,991.01	3,991.01
	Voucher:							
116221	10/28/2026	0015339	ATHENA ENGINEERING, INC	667-6	10/1/2026	RELEASE OF RETENTION	22,466.58	22,466.58
	Voucher:							
116222	10/28/2026	00000898	CENTRAL BASIN MUNI WATE	SG-AUG26	9/23/2026	AUG 2026 MONTLY CB METER C	21,232.95	21,232.95
	Voucher:							
116223	10/28/2026	0011159	CONSERVATION CORPS OF	PR 2 1125	9/21/2026	NOV 2025-PROVIDE WORKFORC	64,030.41	
	Voucher:			PR 7 0426	9/21/2026	APR 2026-PROVIDE WORKFORC	42,360.46	
				PR 8 0526	9/21/2026	MAY 2026-PROVIDE WORKFORC	42,322.17	
				PR 9 0626	10/22/2026	JUN 2026-PROVIDE WORKFORC	39,834.67	
				PR 3 1125	9/21/2026	DEC 2025-PROVIDE WORKFORC	27,774.58	
				PR 6 0326	9/21/2026	MAR 2026-PROVIDE WORKFORC	27,433.80	
				PR 4 0126	9/21/2026	JAN 2026-PROVIDE WORKFORC	23,458.26	
				PR 5 0026	9/21/2026	FEB 2026-PROVIDE WORKFORC	16,307.21	
				PR 1 1025	9/21/2026	OCT 2025-PROVIDE WORKFORC	1,439.34	284,960.90
116224	10/28/2026	0010237	FRONTIER COMMUNICATIOI	209-057-1084-100	10/1/2026	OCT 2026 ACCT#209-057-1084-0E	185.50	185.50
	Voucher:							
116225	10/28/2026	00004934	GAS COMPANY	115-800-9600-3 1C	10/15/2026	BILLING PRD-09/16/26-10/14/26	6,489.28	
	Voucher:			189 300 9500 7-1C	10/14/2026	BILLING PRD-09/19/26-10/19/26	2,512.72	
				094 300 7500 3-1C	10/19/2026	BILLING PRD-09/18/26-10/16/26	2,040.52	
				186 100 7200 3 10	10/15/2026	BILLING PRD-09/16/26-10/14/26	1,644.11	
				013 900 7300 3 10	10/15/2026	BILLING PRD-09/16/26-10/14/26	1,161.41	
				102 000 8100 7 10	10/14/2026	BILLING PRD-09/15/26-10/13/26	74.29	
				132 600 9400 1 10	10/14/2026	BILLING PRD-09/15/26-10/13/26	61.88	
				134 700 9400 7 10	10/14/2026	BILLING PRD-09/15/26-10/13/26	39.13	
				045 400 7300 6 10	1/15/2026	BILLING PRD-09/16/26-10/14/26	34.97	
				130 500 9400 5 10	10/14/2026	BILLING PRD-09/15/26-10/13/26	30.85	
				126 300 9600 1 10	10/15/2026	BILLING PRD-09/16/26-10/14/26	20.50	
				049 200 7902 9 10	10/16/2026	BILLING PRD-09/17/26-10/15/26	14.30	
				113-798-0353-6 1C	10/15/2026	BILLING PRD-09/16/26-10/14/26	14.30	14,138.26

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
116226	10/28/2026	0014956	GO2ZERO STRATEGIES, LLC	INV-20261008-426	9/30/2026	SEP 2026-SOLID WASTE MANAG	71,766.09	
	Voucher:			INV-20260417-265	3/31/2026	MAR 2026-SOLID WASTE MANAC	63,284.55	
				INV-20260609-330	5/31/2026	MAY 2026-SOLID WASTE MANAG	17,178.75	
				INV-20260909-393	8/31/2026	AUG 2026-SOLID WASTE MANAC	14,475.25	
				INV-20260415-262	2/28/2026	FEB 2026-SOLID WASTE MANAG	2,495.00	
				INV-20260409-261	1/31/2026	JAN 2026-SOLID WASTE MANAG	1,940.00	
				INV-20260708-348	6/30/2026	JUN 2026-SOLID WASTE MANAG	1,032.50	
				INV-20260805-368	7/31/2026	JUL 2026-SOLID WASTE MANAGI	531.25	172,703.39
116227	10/28/2026	00004869	GOLDEN STATE WATER COM	73744100006 - 10/	10/5/2026	BILLING PRD-09/02/26-10/02/202	851.57	
	Voucher:			53744100008 - 10	10/5/2026	BILLING PRD-09/02/26-10/02/26	652.66	
				33744100000 - 10/	10/5/2026	BILLING PRD-09/02/26-10/02/26	590.93	
				63744100007 - 10/	10/5/2026	BILLING PRD-09/02/26-10/02/26	314.06	
				29007443710-10/2	10/6/2026	BILLING PRD-09/03/26-10/05/26	144.20	
				32809400008 - 10/	10/5/2026	BILLING PRD-09/03/26-10/02/26	70.76	2,624.18
116228	10/28/2026	0009879	HDL COREN & CONE	SIN065931	7/27/2026	JUL-SEP 2026-HDL CONTRACT S	3,784.28	3,784.28
	Voucher:							
116229	10/28/2026	0006934	INSIGHT PUBLIC SECTOR,IN	1101418035	8/20/2026	CISCO MERAKI WIRELESS ACCE	2,005.02	2,005.02
	Voucher:							
116230	10/28/2026	0013096	OFFICE TEAM	66720181	10/14/2026	W/E 10/9/2026-TEMPORARY STAI	2,478.00	
	Voucher:			66745853	10/21/2026	W/E 10/16/2026-TEMPORARY ST/	2,478.00	
				66761846	10/27/2026	10/23/26 TEMPORARY STAFFING	2,075.33	7,031.33
116231	10/28/2026	0014936	SANCON TECHNOLOGIES	28989-RETENTIO	3/23/2026	RELEASE OF RETENTION	99,030.80	99,030.80
	Voucher:							
116232	10/28/2026	0010623	SECTRAN SECURITY INC.	26100638	10/12/2026	OCT 2026-SECTRAN - ARMORED	633.09	633.09
	Voucher:							
116233	10/28/2026	00004338	SEQUEL CONTRACTORS IN(	647-RET	7/8/2026	RELEASE OF RETENTION	200,704.16	
	Voucher:			647-RET-CDBG	7/8/2026	RELEASE OF RETENTION	40,301.63	241,005.79
116234	10/28/2026	00004865	SO CALIF EDISON	10/5/26	10/27/2026	BILLING PERIOD -08/25/26-10/21/	25,119.32	25,119.32
	Voucher:							
116235	10/28/2026	00004657	TYLER TECHNOLOGIES	CI100-00287526	6/1/2026	2026/2027-TYLER TECHNOLOGIE	87,419.86	87,419.86
	Voucher:							
116236	10/28/2026	00000379	VERIZON BUSINESS	00851592	10/10/2026	BILLING PRD-8/10/26-9/10/26	87.93	87.93
	Voucher:							

Sub total for BANK OF THE WEST:	991,862.69
Grand Total All Checks:	991,862.69

18 checks in this report.

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
116238	10/28/2026	00000447	MISC - BLDG PERMITS	250001517-MARM	8/18/2026	WWRP REFUND REQUEST PERI	2,527.19	2,527.19
116237	10/28/2026	0014797	HUBBELL LENOIR CITY	447276317REISSI	8/17/2026	WATER VAULT COVERS & METEI	17,302.40	17,302.40
						Sub total for BANK OF THE WEST:		19,829.59
	2 checks in this report.					Grand Total All Checks:		19,829.59

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11/03/2026 1:22:12 PM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
116239	11/10/2026	0015425	ACCURATE FIRST AID SERVICES	C-3454	3/16/2026	FIRST AID SUPPLY RESTOCK	203.89	203.89
	Voucher:							
116240	11/10/2026	00001467	ADMINISTRATIVE SERV. CO-OP	260818	8/31/2026	PPROVIDE PHONE-A-RIDE SERVICES FOR RESID	67,113.45	
	Voucher:			260721	7/31/2026	JUL 2026-PROVIDE PHONE-A-RIDE SERVICES F	67,600.81	134,714.26
116241	11/10/2026	0011293	AGRI-TURF DISTRIBUTING, LLC	115545	6/15/2026	PESTICIDES - FERTILIZERS & PEST CONTROL	413.25	
	Voucher:			115543	6/15/2026	PESTICIDES - FERTILIZERS & PEST CONTROL	146.13	
				115544	6/15/2026	PESTICIDES - FERTILIZERS & PEST CONTROL	676.66	
				118400	10/1/2026	PESTICIDES - FERTILIZERS & PEST CONTROL	1,732.75	2,968.79
116242	11/10/2026	00004372	AIRGAS USA, LLC	9176032481	10/29/2026	DISTRIBUTATION OF SPECIALTY GASES, (CO2)	446.31	446.31
	Voucher:							
116243	11/10/2026	0011325	ALAN'S LAWN & GARDEN CENTER	155589	10/7/2026	CARRY LARGE SUPPLY OF IRRIGATION PARTS &	1,333.29	
	Voucher:			155169	10/5/2026	CARRY LARGE SUPPLY OF IRRIGATION PARTS &	407.70	
				155171	10/5/2026	CARRY LARGE SUPPLY OF IRRIGATION PARTS &	372.39	2,113.38
116244	11/10/2026	0011577	ALL PHASE ELECTRIC SUPPLY CO.	0946-1145921	9/21/2026	INVENTORY PO/ LAMPS	9,068.74	9,068.74
	Voucher:							
116245	11/10/2026	0012606	AMAZON CAPITAL SERVICES,INC.	14KF-QJ1Y-YM	10/7/2026	PARKS & REC SUPPLIES	187.90	
	Voucher:			1XR7-XXP9-MV	10/8/2026	PUBLIC WORKS ENG SUPPLIES	27.85	
				1CV9-LGTD-CX	9/22/2026	POOL SUPPLIES	653.10	
				1XF-PXMC-JMC	9/24/2026	POOL SUPPLIES	299.00	
				1PRG-QWVK-H	9/30/2026	COMMUNITY DEVLOPMENT SUPPLIES	7.63	
				1GFP-MXRW-X	10/7/2026	PARKS & REC SUPPLIES	154.37	
				1NYD-RDX6-XV	10/7/2026	PARKS & REC SUPPLIES	129.31	
				11JM-KMJV-QV	9/26/2026	PARKS & REC SUPPLIES	90.00	
				16VV-KGWT-34	9/29/2026	PARKS & REC SUPPLIES	65.38	
				1HGK-GWRR-4	10/15/2026	ADMIN SERVICE SUPPLIES	111.40	
				119R-9R6W-7C	10/15/2026	ADMIN SERVICE SUPPLIES	179.91	
				1RRL-HP6T-F9.	9/24/2026	POOL SUPPLIES	996.60	
				1DLN-PQKD-MV	9/30/2026	PARK & REC SUPPLIES	38.75	
				1947-JR1M-114	10/26/2026	PARKS & RECS SUPPLIES	323.25	
				1R1L-KM77-QT	10/5/2026	PARKS & RECS SUPPLIES	183.49	
				16K9-TQP4-N1I	9/26/2026	PARKS & REC SUPPLIES	15.49	
				1M3L-YH6X-KV	10/14/2026	PARKS & REC SUPPLIES	965.77	
				19TC-C1J4-HPI	10/13/2026	PARKS & REC SUPPLIES	174.56	
				1KL9-4FFV-QT.	10/13/2026	PARKS & REC SUPPLIES	16.68	
				13RP-9FGW-TN	10/14/2026	PARKS & REC SUPPLIES	233.60	4,854.04
116246	11/10/2026	0015589	ARELLANO, GERARDO	Ref000391153	10/8/2026	UB Refund Cst #00066701	19.25	19.25
	Voucher:							
116247	11/10/2026	00005075	AT&T	000025976313	10/13/2026	09/13/26 - 10/12/26 - BAN 9391034760	19.38	
	Voucher:			000025976310	10/13/2026	09/13/26-10/12/26 - BAN 9391034763	1,198.25	
				000025976311	10/13/2026	09/13/26-10/12/26 - BAN 9391034765	1,045.63	
				000025976312	10/13/2026	09/13/26-10/12/26 - BAN 9391034762	1,174.82	
				000025915772	10/1/2026	09/01/26 - 09/30/26 - BAN 9391068970	1,764.52	
				000025917107	10/1/2026	09/01/26 - 09/30/26 - BAN 9391081298	1,608.90	
				000025911995	10/1/2026	09/01/26 - 09/30/26 - BAN 9391034759	57.53	
				000025976316	10/13/2026	09/13/26-10/12/26 - BAN 000025976316	30.27	
				000025976309	10/13/2026	09/13/26-10/12/26 - BAN 9391034764	759.22	
				000025976314	10/13/2026	09/13/26-10/12/26- BAN 9391034766	142.92	7,801.44
116248	11/10/2026	0009040	ATLAS BACKFLOW	50256	7/28/2025	MISC	375.00	375.00

	Voucher:							
116249	11/10/2026	00003816	BAVCO BACKFLOW APPARATUS	414894	9/10/2026	BAVCO WILL ASSIST IN CALIBRATING OUR BAC	355.78	355.78
	Voucher:							
116250	11/10/2026	0011669	BDO USA LLP	500362112	9/15/2026	AUG 2026-PROF SVCS GENERAL ACCOUSVCS & F	6,845.00	
				500328243	8/14/2026	JULY 2026-PROF SVCS GENERAL ACCOUNTING S	2,157.50	9,002.50
	Voucher:							
116251	11/10/2026	0010615	BEARCOM	6097810	10/1/2026	OCT 2026-BEARCOM MOTOROLA RADIOS MAINTEN	1,731.34	1,731.34
	Voucher:							
116252	11/10/2026	0011929	BENNETT-BOWEN & LIGHTHOUSE INC	3041727	7/9/2026	INVENTORY PO/GLOVES	1,405.88	1,405.88
	Voucher:							
116253	11/10/2026	0013985	BOA ARCHITECTURE	25-3140-5	9/24/2026	THRU 9/2026-SG PARK AUDITORIUM ROOF REPL	5,480.00	5,480.00
	Voucher:							
116254	11/10/2026	00004202	BRENNTAG PACIFIC INC	BPI637083	10/5/2026	SODIUM HYPOCHLORITE 12.5% NSF DELIVER TO	1,206.76	
	Voucher:			BPI637086	10/5/2026	SODIUM HYPOCHLORITE 12.5% NSF DELIVER TO	704.31	
				BPI637085	10/5/2026	SODIUM HYPOCHLORITE 12.5% NSF DELIVER TO	1,647.07	
				BPI637084	10/5/2026	SODIUM HYPOCHLORITE 12.5% NSF DELIVER TO	491.37	
				BPI637082	10/5/2026	SODIUM HYPOCHLORITE 12.5% NSF DELIVER TO	1,206.76	
				BPI637081	10/5/2026	SODIUM HYPOCHLORITE 12.5% NSF DELIVER TO	839.25	6,095.52
116255	11/10/2026	00000651	BSN SPORTS, LLC	935155305	8/26/2026	SPORTS EQUIPMENT	310.62	310.62
	Voucher:							
116256	11/10/2026	0015592	BUENO, MARIO	Ref000391156	10/8/2026	UB Refund Cst #00060565	31.44	31.44
	Voucher:							
116257	11/10/2026	0005554	CALIFORNIA BLDNG STANDARDS COM	LEDGER#100-4	10/19/2026	JULY TO SEP 2026 BLDG STANDARDS ADMINIST	557.10	557.10
	Voucher:							
116258	11/10/2026	0015590	CARRILLO, ESTELA	Ref000391154	10/8/2026	UB Refund Cst #00033754	22.66	22.66
	Voucher:							
116259	11/10/2026	0014155	CELEDON'S EXERCISE EQUIPMENT, SERVICES	1475	10/6/2026	SERVICE/REPAIR MAINTAIN FITNESS EXERCISE	4,519.15	
	Voucher:			1463	9/29/2026	SERVICE/REPAIR MAINTAIN FITNESS EXERCISE	2,398.28	
				1481	10/20/2026	SERVICE/REPAIR MAINTAIN FITNESS EXERCISE	4,935.85	11,853.28
116260	11/10/2026	0015596	CERVANTES, LETICIA	Ref000391160	10/8/2026	UB Refund Cst #00031099	40.00	40.00
	Voucher:							
116261	11/10/2026	0015587	CERVERA, RUDY	Ref000391151	10/8/2026	UB Refund Cst #00039302	14.88	14.88
	Voucher:							
116262	11/10/2026	0012980	CHARTER COMMUNICATIONS	1083084011001	10/1/2026	OCT 2026 NETWORK SERVICES	1,509.90	1,509.90
	Voucher:							
116263	11/10/2026	0011708	CLIENTFIRST TECHNOLOGY, CONSULTING	20141	9/30/2026	SEP 2026-CITY HALL SERVER IMPLEMENTATION	3,150.00	3,150.00
	Voucher:							
116264	11/10/2026	0014642	CMR: ESQUIVEL, CYNTHIA	OCT 08 2026-E	10/12/2026	10/08/2026 - PARKS COMMISSION MEETING	75.00	75.00
	Voucher:							
116265	11/10/2026	00004154	CMR: FLORES II, ALAN D.	OCT 08 2026-F	10/12/2026	10/08/2026 - PARKS COMMISSION MEETING	75.00	75.00
	Voucher:							
116266	11/10/2026	0015560	CMR: PICHARDO, XOCHILT	OCT 08 2026-P	10/12/2026	10/08/2026 - PARKS COMMISSION MEETING	75.00	75.00
	Voucher:							
116267	11/10/2026	0012949	CMR: RUIZ, LIZETTE	OCT 08 2026-R	10/12/2026	10/08/2026 - PARKS COMMISSION MEETING	75.00	75.00
	Voucher:							
116268	11/10/2026	0014127	COLLICUTT ENERGY SERVICES INC.	97992	9/30/2026	NATURAL GAS MOTOR MAINTENANCE & COMPLIAN	2,488.42	2,488.42
	Voucher:							
116269	11/10/2026	0014162	COMMLINE, INC.	0543482-IN	6/22/2026	SAFETY LIGHTING INSTALLATION FOR PW ENG	5,240.41	5,240.41
	Voucher:							
116270	11/10/2026	0011922	CONCENTRA MEDICAL CENTERS	92656906	9/30/2026	MEDICAL SERVICES FOR NEW EMPLOYEES, WORK	266.00	266.00
	Voucher:							
116271	11/10/2026	0015342	CORODATA SHREDDING INC.	DN 1594800	8/31/2026	AUG 2026-ON-SITE SHREDDING SERVICES FOR	124.95	
	Voucher:			DN 1599514	9/30/2026	SEP 2026-ON-SITE SHREDDING SERVICES FOR	124.95	249.90
116272	11/10/2026	0015342	CORODATA SHREDDING INC.	DN 1599513	9/30/2026	SEP 2026 SHREDDING SERVICES	57.95	57.95
	Voucher:							
116273	11/10/2026	00005110	COUNTY OF L.A. DEPT OF PW	RE-PW-260908	9/8/2026	AUG 2026- TRAFFIC SIGNAL & STREET LIGHT	341.50	
	Voucher:			RE-PW260908(	9/8/2026	AUG 2026 TRAFFIC SIGNAL & STREETLIGHT M	341.51	
				RE-PW 260908	9/8/2026	AUG 2026 TRAFFIC SIGNAL & STREETLIGHT MA	4,219.46	4,902.47
116274	11/10/2026	00001423	DAILY JOURNAL CORPORATION	B4085528	10/8/2026	PROOF OF PUBLICATION-GATEWAY DISTRICT	515.00	

	Voucher:			B4085086	10/8/2026	PROOF OF PUBLICATION -FIRESTONE PLAZA PP	195.00	
				B4067391	8/6/2026	BID NOTICE WEST SIDE RESERVIORS	1,140.00	
				B4067167	8/6/2026	DEMOLITION & CLEARANCE OF EXISTING BULDI	2,305.00	
				B4083493	10/7/2026	PROOF OF PUBLICATION-7916 LONG BEACH BLV	595.00	
				B4083617	10/7/2026	PROOF OF PUBLICATION-ZONING CODE AMENDME	380.00	5,130.00
116275	11/10/2026	0013681	DANIELS TIRE SERVICE, INC	200582826	9/23/2026	INVENTORY PO/TIRES	2,648.26	2,648.26
	Voucher:							
116276	11/10/2026	00000314	DAPEER ROSENBLIT & LITVAK LLP	153	7/31/2026	JUL 2026-PROFESSIONAL SERVICES-ANIMAL CO	678.97	
	Voucher:			298	8/31/2026	AUG 2026-PROFESSIONAL SERVICES-ANIMAL CO	81.58	760.55
116277	11/10/2026	0015594	DELGADO, NORMA	Ref000391158	10/8/2026	UB Refund Cst #00066789	37.12	37.12
	Voucher:							
116278	11/10/2026	00000696	DEPT OF CONSERVATION DIVISION	LEDGER#1004	7/27/2026	JULY TO SEP 2026 PERMITS/STRONG MOTION	1,493.34	1,493.34
	Voucher:							
116279	11/10/2026	00001565	DEPT OF JUSTICE-(DOJ) CENTRAL	072706	9/3/2026	AUG 2026 FINGERPRINT APPS VOLUNTEER/CITY	518.00	
	Voucher:			080327	10/5/2026	SEPT 2026 FINGERPRINT APPS VOLUNTEER/CIT	352.00	870.00
116280	11/10/2026	0010017	ENTERPRISE FM TRUST	586300-100326	10/3/2026	OCT 2026-VEHICLE LEASE - RENEWAL	1,214.79	
	Voucher:			513145-100326	10/3/2026	OCT 2026-VEHICLE LEASE - DB	2,288.39	3,503.18
116281	11/10/2026	0015374	ESCARPE INVESTIGATIONS, LLC	1023	9/28/2026	BACKGROUND INVESTIGATIONS	2,000.00	
	Voucher:			1024	9/28/2026	BACKGROUND INVESTIGATIONS	1,400.00	3,400.00
116282	11/10/2026	0015525	EXODUS WATER SERVICES LLC	INV-250568	10/1/2026	CROSS CONNECTION ASSESSMENTS	3,231.75	3,231.75
	Voucher:							
116283	11/10/2026	0013187	FAST 5 SOUTH GATE 9, LLC	01638	9/30/2026	SEP 2026-CAR WASH FOR POLICE DEPT.	512.00	512.00
	Voucher:							
116284	11/10/2026	0013912	FAST DEER BUS CHARTER, INC.	8794	10/1/2026	10/1/2026-COMMUNITY EXCURSIONS TRANSPORT	2,530.00	
	Voucher:			9092	10/17/2026	COMMUNITY EXCURSIONS TRANSPORTATION	1,150.00	3,680.00
116285	11/10/2026	00002026	FEDERAL EXPRESS CORPORATION	9-467-76018	9/18/2026	FEDEX PRIORITY OVERNIGHT	80.27	80.27
	Voucher:							
116286	11/10/2026	0015602	FIERROS, NANCY	Ref000391166	10/8/2026	UB Refund Cst #00054151	81.84	81.84
	Voucher:							
116287	11/10/2026	0013742	FLOCK SAFETY	INV-104221	9/10/2026	FINAL BALANCE & TERMINATION FEE - FLOCK	5,000.00	
	Voucher:			INV-88746-B	3/12/2026	FINAL BALANCE & TERMINATION FEE - FLOCK	13,027.40	18,027.40
116288	11/10/2026	0008331	FORENSIC NURSE RESPONSE TEAM	09122026	10/1/2026	SART EXAMS SEXUAL ASSAULT EXAMS	2,001.21	
	Voucher:			07102026	8/1/2026	JULY 2026 SART EXAMS SEXUAL ASSAULT EXAM	2,001.21	4,002.42
116289	11/10/2026	0010237	FRONTIER COMMUNICATIONS	562-197-100526	10/5/2026	10/5/26-11/4/26 INTERNET SERVICE FOR	564.25	564.25
	Voucher:							
116290	11/10/2026	0015601	GAMBER, JUANITA	Ref000391165	10/8/2026	UB Refund Cst #00052980	77.01	77.01
	Voucher:							
116291	11/10/2026	00000577	GATEWAY CITIES COG	2027-4	10/9/2026	2026-27 ANNUAL MEMBERSHIP DUE TO FISCAL	15,000.00	15,000.00
	Voucher:							
116292	11/10/2026	0013614	GCP WW HOLDCO LLC, DBA SHOETERIA	INV3022000983	9/14/2026	SAFETY FOOTWEAR PROVIDER FOR SHOE VOUCHE	140.90	140.90
	Voucher:							
116293	11/10/2026	0014956	GO2ZERO STRATEGIES, LLC	INV-20260908-3	8/31/2026	AUG 2026-SOLID WASTE MANAGEMENT CONSULTI	1,737.50	1,737.50
	Voucher:							
116294	11/10/2026	0006547	GOVERNMENTJOBS	INV-171957	10/8/2026	11/12/26-11/11/27 ESOPH SUBSCRIPTION	1,295.50	1,295.50
	Voucher:							
116295	11/10/2026	0013098	GREEN'S DRY CLEANING & LAUNDRY, SERVICE	539099	9/30/2026	SEP 2026 JAIL CLEANING OF GARMENTS AND B	1,226.80	1,226.80
	Voucher:							
116296	11/10/2026	0015595	GUTIERREZ, CARLOS	Ref000391159	10/8/2026	UB Refund Cst #00041536	40.00	40.00
	Voucher:							
116297	11/10/2026	00002577	HACH COMPANY	15180483	9/22/2026	ANNUAL SERVICE WELL 27 INSTRUMENTATION	3,944.00	3,944.00
	Voucher:							
116298	11/10/2026	00000268	HOME DEPOT CREDIT SERVICES	2513575	9/21/2026	WATER DEPARTMENT SUPPLIES	316.70	
	Voucher:			9023189	9/24/2026	WATER DEPARTMENT SUPPLIES	169.78	
				4023447	9/29/2026	WATER DEPARTMENT SUPPLIES	406.54	
				3360239	3/30/2026	GENERAL MAINTENANCE - MISC SUPPLIES	439.78	
				3373564	9/30/2026	GENERAL MAINTENANCE - MISC SUPPLIES	65.20	
				2360240	10/1/2026	GENERAL MAINTENANCE - MISC SUPPLIES	150.75	
				2373568	10/1/2026	MISC SUPPLIES	92.09	

				3353854	9/30/2026	GENERAL MAINTENANCE - MISC SUPPLIES	877.13		
				8373578	10/5/2026	GENERAL MAINTENANCE - MISC SUPPLIES	190.12		
				6023822	10/7/2026	MISC SUPPLIES	83.12		
				2373566	10/1/2026	MISC SUPPLIES	220.89		
				6353912	10/7/2026	MISC SUPPLIES	422.09		
				0353765	9/23/2026	GENERAL MAINTENANCE - MISC SUPPLIES	38.53		
				9030177	9/24/2026	GENERAL MAINTENANCE - MISC SUPPLIES	80.61	3,553.33	
116299	11/10/2026	00000647	HONEYWELL INTERNATIONAL INC.	5273537382	8/1/2026	SEP 2026 HVAC MONITORING & MAINTENANCE -	12,040.08		
	Voucher:			5273992418	10/1/2026	NOV 2026 HVAC MONITORING & MAINTENANCE -	12,040.08		
				5273764421	9/1/2026	OCT 2026 HVAC MONITORING & MAINTENANCE -	12,040.08	36,120.24	
116300	11/10/2026	0015591	HS PROPERTIES 5 LLC	Ref000391155	10/8/2026	UB Refund Cst #00064374	22.90	22.90	
	Voucher:								
116301	11/10/2026	0011882	INLAND ROUNDBALL OFFICIALS	112	9/28/2026	BASKETBALL/VOLLEYBALL OFFCIALS SERVICES	870.00	870.00	
	Voucher:								
116302	11/10/2026	0013816	JO GO TOOLS LLC	08042672944	8/11/2026	PROVIDES AUTOMOTIVE SPECIALTY TOOLS	347.15	347.15	
	Voucher:								
116303	11/10/2026	00000430	JOHN L. HUNTER AND ASSOCIATES,, INC.	SG1IW12607	9/17/2026	JULY 2026 INDUSTRIAL WASTE & FOG CONTROL	1,591.00		
	Voucher:			SG1MS412607	9/17/2026	JULY 2026 NPDES PROGRAM	5,566.00	7,157.00	
116304	11/10/2026	0011585	JOHNSON CONTROLS FIRE	54430764	9/4/2026	FIRE SUPPRESSION SYSTEM	1,465.36		
	Voucher:			54304715	7/31/2026	FIRE SUPPRESSION SYSTEM	809.95	2,275.31	
116305	11/10/2026	0011084	JOHNSON FLOORING INC.	108330	10/8/2026	REMOVAL AND REPLACEMENT OF WOOD FLOORING	3,500.00	3,500.00	
	Voucher:								
116306	11/10/2026	00003387	KNORR SYSTEMS, INC.	323632	10/1/2026	POOL MAINTENANCE & COMPLIANCE - FY 26/27	2,955.00	2,955.00	
	Voucher:								
116307	11/10/2026	00003540	LA COUNTY DEPT. OF PUBLIC WORK	RE-PW-260309	3/9/2026	THRU FEB 2026-BRIDGE RAILING REPAIR AT F	1,347.75	1,347.75	
	Voucher:								
116308	11/10/2026	0010392	LANDSCAPE STRUCTURES INC.	INV-186956	9/11/2026	SG PARK PARTS 7 (SOUTH) REPLACEMENT PART	7,193.68	7,193.68	
	Voucher:								
116309	11/10/2026	0005527	LEAD TECH ENVIRONMENTAL	17933	10/7/2026	LEAD & ABESTOS TESTING; CLERANCE	1,500.00	1,500.00	
	Voucher:								
116310	11/10/2026	00004005	LEXIS NEXIS RISK SOLUTIONS	1100364986	9/30/2026	SEP 2026 AVCC ANNUAL SUBSCRIPTION FEE	1,450.00	1,450.00	
	Voucher:								
116311	11/10/2026	0014756	LIBERTY DENTAL PLAN, OF CALIFORNIA, INC.	SEP 2026	9/12/2026	SEP 2026 : PAYMENT FOR ACTIVE EE'S -	465.37	465.37	
	Voucher:								
116312	11/10/2026	00003773	LINCOLN AQUATICS	29650169	10/2/2026	AQUATIC EQUIPMENT	1,767.90	1,767.90	
	Voucher:								
116313	11/10/2026	00005125	LOS ANGELES COUNTY TAX COLLECT	FY26-276234-0	10/13/2026	6234-013-271 PROPERTY TAX 2026-2027 1ST	477.72		
	Voucher:			FY26-27 6234-C	10/13/2026	6234-012-270-PROPERTY TAX 2026-2027-1ST	225.46	703.18	
116314	11/10/2026	0015599	MACHADO, JULIO CESAR	Ref000391163	10/8/2026	UB Refund Cst #00050750	66.62	66.62	
	Voucher:								
116315	11/10/2026	00004060	MCMASTER-CARR SUPPLY CO	72518973	9/25/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	556.64		
	Voucher:			72607378	9/28/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	26.70		
				73578480	10/14/2026	SPECIAL HARDWARE. NO WORK ON SG PROPERTY	552.81	1,136.15	
116316	11/10/2026	0015395	MEEDER PUBLIC FUNDS, INC	SEP 30 2026	10/23/2026	SEP 30 2026 SERVICES FOR DISCRETIONARY I	4,805.74	4,805.74	
	Voucher:								
116317	11/10/2026	0011575	MERCHANTS BUILDING	1011414	9/30/2026	SEP 2026-JANITORIAL SERVICES - FY 26/27	26,909.00	26,909.00	
	Voucher:								
116318	11/10/2026	00003815	MICHELSON LABORATORIES, INC	0769459	10/1/2026	TITLE 22 LAB ANALYSIS	1,716.00		
	Voucher:			0769458	10/1/2026	TITLE 22 LAB ANALYSIS	1,716.00	3,432.00	
116319	11/10/2026	00000170	MISC - PKS & REC REFUND	112041584-YOU	10/6/2026	REFUND OF DEPOSIT AFTER EVENT	2,815.00	2,815.00	
	Voucher:								
116320	11/10/2026	00000170	MISC - PKS & REC REFUND	115148397-mos	10/15/2026	REFUND OF DEPOIST AFTER EVENT	725.00	725.00	
	Voucher:								
116321	11/10/2026	00000170	MISC - PKS & REC REFUND	102271400	9/26/2026	REFUND OF DEPOSIT AFTER EVENT	530.00	530.00	
	Voucher:								
116322	11/10/2026	00000170	MISC - PKS & REC REFUND	112138866	7/31/2026	REFUND FOR DAPHNE RENTERIA REFUNDABLE FO	82.00	82.00	
	Voucher:								
116323	11/10/2026	00000170	MISC - PKS & REC REFUND	71280751-VALE	6/12/2026	REFUND FOR HECTOR VALENZUELA-REFUNDABLE	82.00	82.00	

	Voucher:							
116324	11/10/2026	00000170	MISC - PKS & REC REFUND	114398190-GU/	10/15/2026	REFUND OF GUADALUPE DE SANTOS	75.85	75.85
	Voucher:							
116325	11/10/2026	00000170	MISC - PKS & REC REFUND	114646894-MA(	9/15/2026	REFUND FOR MIGUEL CASTANON JR BASEBALL	59.00	59.00
	Voucher:							
116326	11/10/2026	0015593	MORENO, MARIO	Ref000391157	10/8/2026	UB Refund Cst #00064573	34.29	34.29
	Voucher:							
116327	11/10/2026	0015598	MULTIUNIT INNOVATIONS	Ref000391162	10/8/2026	UB Refund Cst #00065627	64.16	64.16
	Voucher:							
116328	11/10/2026	0010281	NV5, INC.	539141	8/31/2026	7/31/26 INSPECTION SERVICES FOR PERMIT #	3,100.00	
	Voucher:			543501	9/22/2026	8/31/26 INSPECTION SERVICES FOR PERMIT #	3,642.50	6,742.50
116329	11/10/2026	0015169	O C VACCUM INCORPORATED	37208	9/11/2026	THRU 9/3/2026-URBAN ORCHARD OPERATION AN	12,139.50	12,139.50
	Voucher:							
116330	11/10/2026	0013096	OFFICE TEAM	66659181	9/28/2026	9/25/26 TEMPORARY STAFFING- ADMIN	2,790.00	
	Voucher:			66683620	10/5/2026	10/1/26 TEMPORARY STAFFING- ADMIN	2,790.00	5,580.00
116331	11/10/2026	0007984	O'REILLY AUTO PARTS	3063-292340	10/15/2026	AUTO PARTS	216.70	
	Voucher:			3063-285107	8/25/2026	AUTO PARTS	4.08	
				3063-283112	8/11/2026	AUTO PARTS	38.75	
				3063-283231	8/12/2026	AUTO PARTS	15.48	
				3063-287360	9/9/2026	AUTO PARTS	25.80	
				3063-285046	8/24/2026	AUTO PARTS	192.33	
				3063-285127	8/25/2026	AUTO PARTS	120.78	
				3063-285113	8/25/2026	AUTO PARTS	99.21	
				3063-285162	8/25/2026	AUTO PARTS	66.38	
				3063-284158	8/18/2026	AUTO PARTS	60.82	
				3063-282333	8/6/2026	AUTO PARTS	229.34	
				3063-284322	8/19/2026	AUTO PARTS	255.75	
				3063-284266	8/19/2026	AUTO PARTS	44.29	
				3063-285290	8/26/2026	AUTO PARTS	49.83	
				3063-283357	8/13/2026	AUTO PARTS	42.15	
				3063-286236	9/1/2026	AUTO PARTS	409.55	
				3063-285445	8/27/2026	AUTO PARTS	63.12	
				3063-293242	10/21/2026	AUTO PARTS	42.81	
				3063-284481	8/20/2026	AUTO PARTS	49.39	
				3063-283384	8/13/2026	AUTO PARTS	67.52	
				3063-286122	8/31/2026	AUTO PARTS	245.84	
				3063-286052	8/31/2026	AUTO PARTS	4.24	2,344.16
116332	11/10/2026	0015586	PAQUE, MIGUEL	Ref000391150	10/8/2026	UB Refund Cst #00053046	390.22	390.22
	Voucher:							
116333	11/10/2026	0009511	PD:PRADO FAMILY SHOOTING RANGE	7981	9/27/2026	9/21/26 FIREARMS TRAINING & QUALIFICATIO	1,150.00	
	Voucher:			7994	10/4/2026	9/29/26 FIREARMS TRAINING & QUALIFICATIO	510.00	1,660.00
116334	11/10/2026	00004717	PETTY CASH- GENERAL FUND -	4/15/26-9/30/26	9/30/2026	4/15/26-9/30/26 PETTY CASH GENERAL FUND	1,071.78	1,071.78
	Voucher:							
116335	11/10/2026	00004713	PETTY CASH- PARKS & REC.DEPT.-	09/22/26-09/30/	10/20/2026	9/22/26-9/30/26 PARKS PETTY CASH	71.18	71.18
	Voucher:							
116336	11/10/2026	00004271	PK: BETANCOURT, CRYSTAL	CBFALL1026	10/6/2026	FALL 2026-YOUTH HIP HOP AND TUMBLING CLA	6,977.74	6,977.74
	Voucher:							
116337	11/10/2026	0012870	PK: BIBRIESCA DE ARELLANO, MARIELENA	MBFALL0926-2	9/26/2026	SEP 2026-TONE IT UP	495.00	
	Voucher:			MBFALL0926-1	9/29/2026	SEP 2026-STEP AEROBICS CLASSES	495.00	990.00
116338	11/10/2026	00001643	PK: DIAZ, VANESSA	VDFALL1026	10/6/2026	FALL 2026-BABY MEXICAN FOLK & BABY BALLE	1,257.43	1,257.43
	Voucher:							
116339	11/10/2026	0011257	PK: GUILMETTE, ROBERT	RGFALL0926	9/30/2026	SEP 2026-YOGA CLASSES	1,120.00	1,120.00
	Voucher:							
116340	11/10/2026	00003691	PK: LARIOS, JUAN	JLSEP0926	10/6/2026	SEPT. 2026 KARATE 100-416-61-6101	396.00	396.00
	Voucher:							
116341	11/10/2026	00003708	PK: LASTRA, MARY	MLFALL1026	10/6/2026	FALL 2026-MEXICAN FOLK DANCE	3,293.84	3,293.84
	Voucher:							

116342	11/10/2026	0013766	PK: LOPEZ, ASHLEY	ALFALL2026	10/6/2026	FALL 2026-YOUTH CHEER CLASSES	780.12	780.12
	Voucher:							
116343	11/10/2026	0013797	PK: MANRIQUEZ, EYVAR	EMFALL0926	9/25/2026	MUAY THAI CONDITIONING	360.00	360.00
	Voucher:							
116344	11/10/2026	0009212	PK: RAMOS, GUNTHER H. ALCERRO	GRFALL1026	10/6/2026	FALL 2026-DOG OBEDIENCE	303.38	303.38
	Voucher:							
116345	11/10/2026	0014459	PK: RANGEL, VIOLETA ISAVEL	VRFALL0926	9/26/2026	SEP 2026-ADULT EXERCISE CLASSES	315.00	315.00
	Voucher:							
116346	11/10/2026	0013659	PK: SANCHEZ, ROCIO	RSFALL0926-1	9/30/2026	SEP 2026-ZUMBA CLASSES	950.00	
	Voucher:			RSFALL0926-2	9/30/2026	SEP 2026-STEP AEROBICS	250.00	
				RSFALL0926-3	9/28/2026	SEP 2026-COMBO BOXING	150.00	1,350.00
116347	11/10/2026	0005405	POLLARDWATER.COM	0319161	9/24/2026	SERVICE LINE KIT	1,900.03	1,900.03
	Voucher:							
116348	11/10/2026	0014204	PREFERRED IMPRESSIONS, INC.	28249	3/31/2026	DECALS FOR VEHICLES AND MISC ITEMS	322.66	
	Voucher:			28248	3/31/2026	DECALS FOR VEHICLES AND MISC ITEMS	690.63	
				28259	3/31/2026	DECALS FOR VEHICLES AND MISC ITEMS	815.85	1,829.14
116349	11/10/2026	0011466	PRINCIPAL LIFE INSURANCE CO.	SEP 2026	8/25/2026	SEP 2026 - PRINCIPAL DENTAL PPO ACTIVE	5,639.61	5,639.61
	Voucher:							
116350	11/10/2026	0015514	PROACTIVE WORK HEALTH MEDICAL, CENTER, INC.	058923	7/31/2026	ESTRADA, ANGLINA RENEE (CUSTODY BLOOD	155.00	155.00
	Voucher:							
116351	11/10/2026	0014052	READYREFRESH, PRIMO BRANDS	06I6712684535	9/15/2026	WATER PALLET	521.21	521.21
	Voucher:							
116352	11/10/2026	0013627	RED WING BRANDS OF AMERICA INC	2026101010969	10/10/2026	9/10/26-10/10/26 SAFETY FOOTWEAR PROVIDE	716.01	716.01
	Voucher:							
116353	11/10/2026	0012962	REGIONAL TAP SERVICE CENTER	6028356	9/30/2026	SEP 2026-REG SV SR/DIS (20.00)	518.40	518.40
	Voucher:							
116354	11/10/2026	00004804	RIO HONDO COMMUNITY COLLEGE	F26-21-ZSGT	9/14/2026	BASIC POLICE ACADEMY CLASS 220 MODULES I	2,023.00	2,023.00
	Voucher:							
116355	11/10/2026	00002735	ROADLINE PRODUCTS, INC. USA	23434	8/27/2026	STREET DIVISION AS NEEDED PAINT FOR SIGN	1,046.75	
	Voucher:			23275	8/25/2026	STREET DIVISION AS NEEDED PAINT FOR SIGN	930.30	1,977.05
116356	11/10/2026	0015600	RODRIGUEZ, JASON	Ref000391164	10/8/2026	UB Refund Cst #00066475	76.88	76.88
	Voucher:							
116357	11/10/2026	0015588	RODRIGUEZ, RAUL	Ref000391152	10/8/2026	UB Refund Cst #00052454	15.30	15.30
	Voucher:							
116358	11/10/2026	00004821	S & J SUPPLY COMPANY, INC.	S100279761.00	9/29/2026	MISC HARDWARE	1,098.21	1,098.21
	Voucher:							
116359	11/10/2026	0008369	SAFETY-KLEEN SYSTEM, INC	100563564	8/6/2026	CLEANING SERVICE OF EQUIPMENT & PARTS	867.28	
	Voucher:			100512858	7/31/2026	CLEANING SERVICE OF EQUIPMENT & PARTS	2,633.62	3,500.90
116360	11/10/2026	0010623	SECTRAN SECURITY INC.	26092465	9/30/2026	SEP 2026-PROVIDE CHANGE TO WATER CUSTOME	53.10	53.10
	Voucher:							
116361	11/10/2026	00004834	SECURITY SIGNAL DEVICES SYSTEM	P-55011284	7/8/2026	REPAIR AND MAINTENANCE NOT ON CONTRACT	49.60	
	Voucher:			P-55011287	7/8/2026	REPAIR AND MAINTENANCE NOT ON CONTRACT	49.60	
				S-01177321	9/16/2026	REPAIR AND MAINTENANCE NOT ON CONTRACT	60.64	159.84
116362	11/10/2026	0013561	SERGIO'S AUTO UPHOLSTERY	4062	7/29/2026	AUTO UPHOLSTERY	509.41	
	Voucher:			4077	8/18/2026	AUTO UPHOLSTERY	178.01	687.42
116363	11/10/2026	0012883	SHUSTER ADVISORY GROUP,LLC	12186	10/7/2026	ADVISORY FEE 457(B) 401(A) & OBRA PLANS	7,500.00	7,500.00
	Voucher:							
116364	11/10/2026	00004857	SMITH FASTENER COMPANY	0058883	9/14/2026	SPECIALITY HARDWARE	56.24	56.24
	Voucher:							
116365	11/10/2026	0012098	SO CAL COMPTON PIPE SUPPLY CO	2646	10/14/2026	LINE PIPE & SERVICES LINE PARTS FOR EMER	410.51	
	Voucher:			2612	9/1/2026	LINE PIPE & SERVICES LINE PARTS FOR EMER	132.60	
				2615	9/9/2026	LINE PIPE & SERVICES LINE PARTS FOR EMER	170.12	713.23
116366	11/10/2026	0013631	SO CAL LIGHTING PROS	INV-000815	7/9/2026	INSTALLATION, REMOVAL AND STORAGE OF DEC	6,727.75	6,727.75
	Voucher:							
116367	11/10/2026	0013837	SOFIVE, INC.	SSCFALL1026	10/6/2026	FALL 2026 PROVIDES YOUTH SOCCER INSTRUCT	3,465.66	3,465.66
	Voucher:							
116368	11/10/2026	0014420	SYN-TECH SYSTEM, INC	339936	8/31/2026	FUEL MASTER STANDARD MAINTENANCE YEAR 3	3,525.00	3,525.00
	Voucher:							

116369	11/10/2026	0014406	TEC OF CALIFORNIA INC	1583328L	9/10/2026	TRUCK PARTS AND SERVICE	216.94	216.94
	Voucher:							
116370	11/10/2026	0009039	TETRA TECH INC	52629904	8/19/2026	THRU 7/24/26-DESIGN SERVICES FOR PFAS SY	46,145.00	46,145.00
	Voucher:							
116371	11/10/2026	0012474	THE HOME DEPOT DEPOT PRO	9254305649	9/22/2026	INVENTORY PO/ BLEACH	658.45	658.45
	Voucher:							
116372	11/10/2026	00003851	THOMSON REUTERS	854179954	10/1/2026	SEP 2026 ONLINE/SOFTWARE SUBSCRIPTION CH	759.00	759.00
	Voucher:							
116373	11/10/2026	00003438	TRANS UNION-SOUTHERN CALI DIVI	09603000	9/28/2026	CREDIT CHECKS	97.79	97.79
	Voucher:							
116374	11/10/2026	0013584	TRUE NORTH COMPLIANCE SERVICES, INC.	26-09-022-1	10/1/2026	SEP 2026 TRUE NORTH COMPLIANCE SERVICES	7,533.22	7,533.22
	Voucher:							
116375	11/10/2026	0006437	ULINE	210686232	7/16/2026	SUPPLIES FOR PROPERTY ROOM, BOXES FOR HA	199.27	199.27
	Voucher:							
116376	11/10/2026	0013792	UNIFIRST CORPORATION	CSG0826	9/4/2026	AUG 2026 PROCUREMNT OF CITY-ISSUED UNIFO	11,425.49	11,425.49
	Voucher:							
116377	11/10/2026	0010265	UNITED PACIFIC SERVICES, INC.	1110-1-1110-5	9/30/2026	SEP 2026 ANNUAL CITYWIDE TREE MAINTENANC	129,384.25	
	Voucher:			1100-1-1100-5	8/31/2026	AUG 2026 ANNUAL CITYWIDE TREE MAINTENANC	106,131.20	
				1091-1-1091-5	7/31/2026	JULY 2026 ANNUAL CITYWIDE TREE MAINTENAN	105,049.70	340,565.15
116378	11/10/2026	0015597	VARGAS, FELIPA	Ref000391161	10/8/2026	UB Refund Cst #00056995	51.19	51.19
	Voucher:							
116379	11/10/2026	0015666	VERDUGO, BIANCA	Ref000391230	10/5/2026	UB Refund Cst #00063673	158.83	158.83
	Voucher:							
116380	11/10/2026	0014729	VITAL RECORDS HOLDINGS,LLC	7047543	9/30/2026	SEP 2026 STORAGE SERVICES FOR ADMIN SVCS	563.90	563.90
	Voucher:							
116381	11/10/2026	00002634	VULCAN MATERIALS COMPANY	7560036	9/25/2026	ASPHALT, BASE, EMULSION PRODUCT	588.42	
	Voucher:			7559681	9/25/2026	ASPHALT, BASE, EMULSION PRODUCT	429.18	
				7544872	9/23/2026	ASPHALT, BASE, EMULSION PRODUCT	735.10	
				7435646	9/11/2026	ASPHALT, BASE, EMULSION PRODUCT	796.72	
				7559958	9/25/2026	ASPHALT, BASE, EMULSION PRODUCT	746.48	
				7564496	9/28/2026	ASPHALT, BASE, EMULSION PRODUCT	279.72	3,575.62
116382	11/10/2026	0010471	WEBSTER'S BEE'S REMOVAL SRVC	3119	2/24/2026	BEE REMOVAL SERVICE	285.00	285.00
	Voucher:							
116383	11/10/2026	00001522	WHITE CAP CONSTRUCTION SUPPLY	50039836095	9/30/2026	SPECIAL TOOLS	1,619.71	1,619.71
	Voucher:							
116384	11/10/2026	00001280	WILLDAN	00632447	5/26/2026	THRU APR 2026-DESIGN OF THE CURB & GUTTE	1,685.00	
	Voucher:			00424743	9/25/2026	08/28/26 INSPECTION SERVICES FOR I-710	5,976.00	7,661.00
116385	11/10/2026	00000062	ZIEGLER'S HARDWARE& SUPPLY,INC	7873-2026	9/23/2026	MISC HARDWARE	171.42	
	Voucher:			7845	9/15/2026	MISC HARDWARE	47.58	
				7875	7/23/2026	MISC HARDWARE	113.85	
				7904	9/30/2026	MISC HARDWARE	25.46	358.31
116386	11/10/2026	00000063	ZUMAR INDUSTRIES INC	12299	9/23/2026	TRAFFIC SIGNS ANCHORS AND POLES FOR TRAF	996.21	
	Voucher:			58095	8/10/2026	TRAFFIC SIGNS ANCHORS AND POLES FOR TRAF	216.57	1,212.78
						Sub total for BANK OF THE WEST:		914,249.34

148 checks in this report.

Grand Total All Checks: 914,249.34

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3215	10/22/2026	00004836	SEIU LOCAL 721 CTW CLC-2	Ben391125	10/22/2026	SEIU DUES: PAYMENT	2,758.02	2,758.02
	Voucher:							
3216	10/22/2026	00002370	INTERNAL REVENUE SERVI(	Ben391127	10/22/2026	MEDICARE: PAYMENT	162,945.86	162,945.86
	Voucher:							
3217	10/22/2026	00000343	PUBLIC EMPLOYEES RETIRI	Ben391129	10/22/2026	REDEPOSIT/WITHDRAWN CONT	274,417.49	274,417.49
	Voucher:							
3218	10/22/2026	00001186	EMPLOYMENT DEVELOPME	Ben391131	10/22/2026	SDI: PAYMENT	60,051.51	60,051.51
	Voucher:							
3219	10/22/2026	00000004	NATIONWIDE RETIREMENT :	Ben391133	10/22/2026	DEF COMP NATIONWIDE: PAYME	53,895.79	53,895.79
	Voucher:							
3220	10/22/2026	00004996	SEIU-COPE LOCAL 721, LA/C	Ben391135	10/22/2026	SEIU- COPE LOCAL 721 DEDUCT	146.01	146.01
	Voucher:							
3221	10/22/2026	00004988	CHILD SUPPORT ON-LINE, S	Ben391137	10/22/2026	CHILD SUPPORT-ONLINE: PAYMI	340.13	340.13
	Voucher:							

Sub total for BANK OF THE WEST: 554,554.81

7 checks in this report.

Grand Total All Checks: 554,554.81

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 11/10/2026

TOTAL PART I PAYROLL- RELATED CHECKS 10/22/26		3,252.20
TOTAL PART II - PREPAID CHECKS 10/28/26		991,862.69
TOTAL PART III - REISSUE 10/28/26		19,829.59
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS		914,249.34
TOTAL PART V-PAYROLL- RELATED WIRE TRANSFERS		554,554.81
	SUB - TOTAL	2,483,748.63
LESS: VOIDS		0.00
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(374,492.19)
	GRAND TOTAL	2,109,256.44

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number **116216** to Warrant Number **116386** Inclusive, plus WireTransfers and EFTs totaling **$2,109,256.44** as listed on the accompanying Accounts Payable Warrant Register of **NOV 10, 2026** are approved as presented, with the exception of the following voided and replacement warrants:

Voided Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
115771	JOSE MARMOLEDOS	9/22/2026	$ 2,527.19	WRONG LAST NAME
115760	HUBBELL LENOIR	9/22/2026	$ 17,302.39	LOST IN MAIL
	TOTAL OF VOIDED CHECKS		**$ 19,829.58**	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

11/3/26
ACCOUNTING AND FINANCE MANAGER

11/4/26
DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on NOV 10, **2026** at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.